



# **disAbility Law Center of Virginia Personnel Policies January 2024**

Approved by the Board of Directors, January 27, 2024  
(table of contents will be reformatted when in final)

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## **Introduction to the disAbility Law Center of Virginia**

The disAbility Law Center of Virginia is the state’s designated protection and advocacy system, charged with advancing the civil rights of Virginians with disabilities.

The disAbility Law Center of Virginia (dLCV) is part of a nationwide network of organizations authorized under federal statutes to protect and advocate on behalf of individuals with disabilities.

### **Employment-at-Will**

The disAbility Law Center of Virginia is an “at will” employer. This means that both you and dLCV are free to end the employment relationship at any time, for any lawful reason, with or without cause or notice.

None of the policies set forth in this manual or in any other document or statement, are intended to create a contract of employment or otherwise alter the “at will” nature of the employment relationship. Similarly, while you may receive promotions, pay raises, and duty changes during your employment, such employment decisions do not change the “at will” nature of your employment. The “at will” nature of the employment relationship may not be changed except in an explicit writing signed by both you and the Executive Director of dLCV.

This manual, and the policies contained herein, supersede all previous employee manuals and policies. The disAbility Law Center of Virginia may amend or rescind this manual and the policies contained herein at any time, with or without notice, at dLCV’s discretion.

### **Equal Opportunity Employment**

The disAbility Law Center of Virginia is an Equal Opportunity Employer. We do not discriminate in any aspect of employment with regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, veteran’s status, marital status, pregnancy, childbirth or related medical conditions (including lactation), military status, or any other characteristic protected by state or federal law. This policy applies to all terms and conditions of employment, including, but not limited to, recruiting, hiring, placement, promotion, termination, layoff, recall, transfers, leave of absence, compensation, and training.

dLCV prohibits retaliation, including intimidation, threats, or coercion, because an employee or applicant has objected to discrimination, engaged or may engage in filing a complaint, assisted in a review, investigation, or hearing, or otherwise sought to exercise their legal rights under federal or state law.

dLCV understands that a diverse workforce can be a source of strength. dLCV believes that a diverse workforce helps us realize our full potential and helps us provide fully competent services to a diverse Commonwealth. We benefit by having individuals work together that bring different experiences, perspectives, and cultures to the table. We are committed to diversity and inclusion in the workplace.

Our policies and practices will support this philosophy. dLCV will also promote a set of values that include a strong belief that all employees will be treated with dignity and respect.

## **Job Descriptions and Classifications**

There shall be job descriptions for all staff positions. Job descriptions will include the basic qualifications for each position as described on Attachment A. All job descriptions shall identify the classification (exempt or non-exempt) of the position, the essential functions of the job, responsibilities and duties, and qualifications for each position. Job descriptions may change as needed.

In general, managers, team leaders, and attorneys are considered exempt under the Fair Labor Standards Act. In general, other staff are considered non-exempt.

## **Compensation**

dLCV provides salary and other benefits, within the resources of the agency, that are as competitive as possible. The standard employee's benefits package includes health insurance, short term and long-term disability insurance, group life insurance, a retirement plan, compensated holidays and paid time off. The dLCV Board approves a compensation budget annually, pursuant to the Compensation Guidelines.

Staff are not eligible for salary adjustment during the first year of employment, absent a significant change in job duties.

## **Prohibited gifts, gratuities and entertainment**

Employees of dLCV shall not accept compensation in any form from clients, vendors, anyone doing or seeking to do business with dLCV or anyone seeking to compete with dLCV. An employee will not accept a gift with a value of more than \$25, unless it cannot be refused without discourtesy or spoliation. If the gift cannot be refused without discourtesy or spoliation the employee will report it immediately to the Executive Director or a supervisor for appropriate use.

## **COVID Vaccine**

All employees of dLCV are required to be vaccinated against the COVID—19 virus within 60 days of employment, unless the employee requests an exemption for religious, medical or disability reasons. Employees have taken up to 12 hours of leave for the initial vaccination and up to 8 hours of leave for a first booster vaccination.

## **Professional Development and Licensure**

Within 30 days of employment, all staff of dLCV will be expected to demonstrate competency in the understanding and practice of maintaining confidential information and in the values of the dLCV and of the disability rights movement. All staff will adhere to the standards of conduct. (Appendix B)

Within 30 days of employment, advocacy staff will be expected to demonstrate competency in the understanding and practice of Virginia State Bar Rules of Professional Conduct relating to client

confidentiality and the unauthorized practice of law, as well as basic legal principles relating to the work of their unit.

Within 30 days of employment, lawyers will be expected to demonstrate competency in the understanding and practice of Virginia State Bar Rules of Professional Conduct, and the basic concepts relating to procedural and substantive law in the service areas relative to their work.

In addition to the areas above, managers and team leaders will be expected to demonstrate competency in agency policies and dLCV's management code of conduct within 30 days of assuming the management or leadership position. (Appendix C)

As needed based on performance issues or conduct issues, any staff can be required to undertake additional training to demonstrate competency in an identified area of weakness. Staff may also request to attend training by submitting a written request to their supervisor, who will provide a recommendation to the Executive Director. dLCV will maintain a regular schedule of trainings and resources to enable staff to acquire the needed competencies.

For each of its full-time attorneys, dLCV will pay for the annual fees required by the Virginia State Bar (including membership to any state bar section dues approved by the Executive Director). dLCV will provide necessary training and continuing education for all employees' subject to budget availability. Additional training and education will be assessed by the employee's supervisor based on the benefit to the organization, and must be approved in advance by the Executive Director. At the discretion of the Executive Director, dLCV may support other professional licensure through attendance at trainings, financial support of continuing education, licensing fees, or other costs.

## **Reasonable Accommodations**

The disAbility Law Center of Virginia will provide reasonable accommodations for qualified persons with disabilities to ensure equal opportunities for both applicants and current employees. dLCV will ensure the consistent application of state and federal laws as they relate to persons with disabilities and to inform staff of the procedures for requesting accommodations.

Medical documentation to support a requested accommodation may be requested if needed. Medical documentation submitted by the applicant or employee is confidential. Following review by the Executive Director or his or her designee, the documentation will be placed in the employee's confidential medical personnel file or applicant's interview file. The information will be disclosed to direct supervisory staff and others only when necessary to provide for emergency response or treatment or when necessary for employment purposes, such as to implement reasonable accommodations or a change in work duties. The employee or applicant will be notified when and to whom the information is disclosed.

An employee may request an accommodation using the following procedure:

1. A request for an accommodation from an employee should be in writing, signed and dated and directed to the employee's supervisor. The request should specify the nature of the disability and describe any functional limitations and the type of accommodation desired. dLCV may

require that the employee present medical documentation, including information from health and rehabilitation professionals, to establish that the employee has a disability necessitating the requested accommodation. The request must also include a list of essential functions for which the employee needs accommodation and the accommodation desired by the employee. If an employee is unwilling or unable to make a written request, the employer's supervisor will document the request to the fullest extent possible and provide the documentation to the employee for confirmation.

2. The employee's supervisor will develop an accommodation plan in consultation with the employee. Supervisors are authorized to approve accommodation requests that are reasonable, that have no cost, and that do not require a change in the policies or procedures of dLCV. Any request that involves purchases must follow regular purchasing processes and any request that requires a change in policy must be forwarded to the Executive Director for decision. The Executive Director or designee, and the assigned supervisor will review the request and respond in writing to the employee within 10 days of the day the request is received. The accommodation must meet the purpose for which it is intended and must represent the most cost-effective approach to addressing the employee's disability, for example, using existing resources before purchasing new equipment. Both the employee and dLCV may offer suggestions for reasonable accommodations. If there are alternative possible accommodations which are equally effective, the preferences of the employee will be given strong consideration, but dLCV shall make the ultimate determination when choosing among alternative accommodations. dLCV is not required to provide an accommodation which would impose an undue hardship on the agency or on other employees.
3. The accommodation plan is subject to the review or approval by the Executive Director. The accommodation plan may include dates for regular formal review, including re-approval by the Executive Director. The employee and their supervisor should informally review the effectiveness of the accommodation plan during regular supervision meetings.
4. Any disagreement concerning a requested accommodation will be presented to the Executive Director for final resolution.

If the requested accommodation is not granted or is not responded to within 10 working days, the employee may make a written appeal to the Executive Director with a copy to the supervisor. The Executive Director will review the request and respond in writing to the manager within 10 working days of the day the request is received.

The employee may contact the Equal Employment Opportunity Commission at any time.

## **Lactation and Pregnancy Accommodations**

dLCV will provide reasonable accommodations for pregnancy, childbirth or related medical conditions, including lactation, unless doing so imposes an undue hardship on dLCV. dLCV will not take adverse actions against an employee who requests an accommodation under this section, will not deny employment or promotions; nor require an employee to take leave if another reasonable

accommodation can be provided. Examples of accommodations that may be requested are more frequent or longer bathroom breaks, breaks to express breast milk, access to a private location other than a bathroom for the expression of breast milk, acquisition or modification of equipment or access to or modification of employee seating, a temporary transfer to a less strenuous or hazardous position, assistance with manual labor, job restructuring, a modified work schedule, light duty assignments, and leave to recover from childbirth under existing leave and emergency leave policies herein.

dLCV will provide a copy of this policy to an employee within 10 days of notice to a supervisor of pregnancy.

## **Employee Performance Evaluations**

dLCV staff are evaluated at least annually. Each staff will develop, with their supervisor, a performance plan that is oriented towards growth and skill improvement. Staff evaluations will be based on job duties and the performance plan.

## **Hours of Operation**

dLCV's routine hours of operation are 8:15 a.m. to 5:00 p.m., Monday through Friday. dLCV must be adequately staffed during these work hours to provide good service to the public. The main line phone number is to be answered by dLCV staff during hours of operation.

The Executive Director may authorize an exception to this practice for full staff training periods or other full staff activities occurring off-site.

## **Inclement Weather**

The Richmond office will be closed during inclement weather conditions when determined by the Executive Director and when state agencies in the Richmond metro area are closed for inclement weather. Staff who are able to work remotely should work from remote locations if the Richmond office is closed. In support of this policy, all staff must complete the remote work checklist at Appendix D. Telecommuters are expected to work on regularly scheduled days unless weather conditions prevent them from working. (See Remote Work policies below.)

If the office is open, but staff do not feel safe traveling due to inclement weather, staff may take PTO or work remotely under the remote work for special purposes policies below.

## **Work Schedules**

The standard work week for full-time employees consists of a five-day, 35 hour week for each seven-calendar day period. The dLCV seven-calendar day period is from Saturday, 12:01 a.m. to Friday, 12:00 Midnight.

In general, work hours are from 8:15 a.m. to 5:00 p.m. Monday through Friday. Variations in individual staff work schedules may be approved by a supervisor when the supervisor determines there is no detrimental effect on service to the public, productivity or achievement of dLCV's mission. (This does



not include telecommuting agreements which require the Director's approval.) No schedule variations should be considered permanent and will be altered to meet changing demands of the job or changing needs of dLCV.

A record of the work schedules of each employee must be maintained by the dLCV's Human Resource Officer. Work schedules may not be changed without prior written approval of the supervisor. The supervisor may change an employee's work schedule based on dLCV's needs.

In order for dLCV to comply with funding source and wage and hour requirements, employees are required to submit an individual time sheet based on their actual work to their assigned supervisor for review and approval. Staff should record time contemporaneously to the fullest extent possible. The time sheets must be submitted no later than the first work day following each week.

dLCV employees are covered by the Fair Labor Standards Act (FLSA) unless the position they fill has been designated as meeting certain tests or guidelines which would allow an exemption from coverage under the Act.

Employees who work at least six consecutive hours may have a lunch period (meal break) of at least 30 minutes. The lunch period shall not be included in the count of hours worked per day, except when the Executive Director has designated the lunch break as part of the work schedule. When employees are required to work during their lunch, that period shall be counted as time worked.

Non-exempt employees who work a seven-hour day or longer may have a maximum of one 15-minute rest break before and one 15-minute rest break after the required lunch period. Rest breaks are included in the required hours of work per day for non-exempt staff.

The lunch period and the break(s) must be taken separately and breaks may not be used to extend the lunch period. Breaks are not available to shorten the work-day and may not be used for late arrivals or early departures.

## **Adjustments to Work Schedules**

Employees alter their agreed work schedules only with prior written approval from their supervisor. They must work the total required hours in their work day, or as appropriate, use leave. In emergency situations, an employee and supervisor may agree to adjustments after the fact. All temporary adjustments must be documented and available to the Executive Director or Human Resources Officer on request.

dLCV recognizes that there are times when family and employment obligations will conflict and can occur unexpectedly. In general, employees may not work from home in order to provide primary family care or home maintenance requirements. As well, children and other family members are not to be brought to the office as an alternative. Managers may discuss options or in emergency situations, an employee's schedule may be adjusted by the employee's Manager.

Non-standard work schedules may be considered as an employment accommodation.

## **Holidays**

dLCV recognizes the following holidays and will be closed for normal operations on these days:

January 1; Martin Luther King Day; President's Day; Memorial Day; June 19 (Juneteenth); July 4; Labor Day; Columbus Day; November 11 (Veterans Day); Thanksgiving and the day after; and December 24 and 25.

If a holiday falls on a Saturday, dLCV will close the prior Friday. If the holiday falls on a Sunday, dLCV will close on Monday.

Full time salaried staff will receive paid holiday leave up to 7 hours for each holiday; part time salaried staff will receive holiday leave in proportion to their part time status. The Executive Director in consultation with the Board President or Vice President may authorize additional paid holiday leave. The Executive Director has the discretion to adjust the dLCV's hours of operation, limited by service needs and workload, for additional holiday leave up to four hours preceding or following a regular holiday.

## **Paid Time Off**

All paid time off (PTO) will be managed as a single category of leave.

All newly hired full time staff will receive a starting leave balance of 32 hours.

In addition to PTO for the above holidays, full time staff will accrue PTO for each two-week pay period successfully completed: 5 hours per pay period for staff who have been with dLCV less than 2 years; 6 hours per pay period for staff who have been with dLCV for 2 years or more; 7 hours per pay period for staff who have been with dLCV for 5 years or more; and 8 hours per pay period for staff who have been with dLCV and VOPA for 10 years or more.

All full-time staff will also receive annual retention PTO on the anniversary of their employment with dLCV, based upon their years of fulltime service: 40 hours for staff with more than 1 but less than 2 years of service; 48 hours for staff with 2 or more years of service; 56 hours for staff with 5 or more years of service; and 64 hours for staff with 10 or more years of service.

In calculating any PTO based upon years of service, all years of continuous fulltime service with the Virginia Protection and Advocacy System (dLCV or its predecessor agencies) shall be counted as years of service with dLCV.

Staff will be able to borrow up to two weeks (Effective August 1, 2023, 70 hours or proportional for part time employees) of leave from their anticipated leave earnings for the year, with the approval of the Executive Director, contingent on an agreement that any remaining leave deficit will be subtracted from a final paycheck.

Staff may elect to purchase up to 70 hours of additional PTO annually at the agency cost of such leave.

All staff will have a maximum annual carry-over of 240 hours of PTO on the day preceding their anniversary date.

Staff whose employment with dLCV is terminated within the first year of hire will not be eligible to receive any payout of accrued PTO. All staff with more than one year of employment would have a maximum pay out, upon termination of employment, of up to 160 hours of accrued PTO.

Part time staff will receive PTO, including for the holidays listed above, in proportion to their part time hourly status.

## **Process for Requesting Time Off**

Request for paid time off (PTO) must be approved in advance by the employee's supervisor, whenever possible. PTO requested and approved may not exceed the employee's earned balance at the time the PTO is to be used, except as stated above.

Emergency requests must be received within one-half hour of the employee's scheduled arrival or departure time unless an emergency situation prevents such notification. The employee must contact the immediate supervisor or otherwise designated individual in emergency absences. If the employee does not reach the supervisor directly, the employee should leave a message and contact other staff directly so that the office is aware of the absence.

Supervisors have the responsibility to ensure that PTO is taken appropriately. It is management's discretion to request documentation of extended or emergency PTO from an individual.

## **Family and Medical Leave**

Although the FMLA does not apply to the disAbility Law Center, dLCV intends to follow the spirit of the FMLA as much as possible. Staff may request contribution from the emergency leave bank for a qualifying event, including maternity and family leave, as described below.

## **Emergency PTO bank**

dLCV will maintain a "bank" of PTO to be used by staff in certain specific extenuating circumstances. Donations to the Emergency PTO bank are completely voluntary, except for excess carryover transfers, described below. Staff may donate paid time off hours to the emergency PTO bank during the last ten days of each quarter. Additionally, all PTO in excess of an employee's annual carryover limit will be transferred to the leave bank on the employee's anniversary. Donations are irrevocable. An employee cannot donate PTO hours that would leave her with a balance of less than 70 hours. Staff donate to the pool only and not to specific co-workers.

Staff may request emergency PTO hours in response to a catastrophic illness or accident causing the employee to be unable to work, or in response to a catastrophic illness or accident of a near family member until such time as other assistance can be obtained. Additionally, staff may request Emergency PTO for a qualifying event as defined by the FMLA. Requesting staff must provide adequate documentation of the catastrophic illness, accident or event and inability to work.

Staff may request emergency PTO hours only after all their PTO has been exhausted. Emergency PTO may be requested to supplement hours compensated by short term disability.

Staff receiving emergency PTO hours are limited to 140 hours in any twelve-month period. PTO hours will be paid at the rate of the receiving employee. Emergency PTO hours are not included in staff pay out upon termination of employment.

A Request for emergency PTO may be denied, or a lesser amount granted, if there are insufficient hours in the pool, or if staff has failed to provide adequate documentation of the need, or if a portion of the need is satisfied by short term disability insurance.

Staff are not eligible to donate to the pool in their first year of employment, nor after termination of employment. Unless the absence is directly related to COVID-19, staff are not eligible to receive hours from the pool in their first year of employment.

A request for emergency PTO will be reviewed by a committee of three managers, to include the Director of Operations when possible. The committee will make a recommendation to the Executive Director, whose decision is final.

## **Carry Over and Pay Out of PTO**

All staff will have a maximum annual carry over of 240 hours on the day preceding their anniversary.

Staff whose employment with dLCV is terminated within the first year of hire will not receive any leave payout. Additionally, staff who do not give a minimum of two weeks' notice before terminating employment will not receive any leave payout. After the first year, all staff will have a maximum pay out, on termination, of 160 hours, with adequate notice.

## **Sabbatical Program (in discussion, April, 2021)**

An employee who has been with dLCV for twelve continuous years may apply for a sabbatical of up to three months. dLCV may contribute 160 hours towards the sabbatical leave. Staff may use a combination of accumulated leave, leave from their sabbatical bank, and unpaid leave for the remainder.

Sabbatical leave may be used for study or experience related to the advancement of disability rights or organizational development. Staff wishing to take a sabbatical must submit a proposal, through their supervisor, to the director. No more than three staff sabbaticals will be granted in any fiscal year and no more than one staff may be on sabbatical at a time.

## **Overtime**

Overtime is defined by federal law as more than 40 hours in a work week. A non-exempt employee under the Fair Labor Standards Act may work overtime hours only as authorized in advance by the dLCV Executive Director. Overtime hours are authorized on an individual basis where they are required by exceptional circumstances of an emergency or temporary nature, and only with the recommendation of the Manager. The final decision rests with the Executive Director.

Non-exempt staff generally should not work overtime.

dLCV provides time and one-half overtime pay for a non-exempt employee as defined under the Fair Labor Standards Act who is required to physically work more than forty (40) hours in one work week with pre-approval. Overtime should be requested only in extraordinary circumstances, due to the excessive commitment of financial resources required. A supervisor should first consider adjusting a non-exempt employee's work schedule within the employee's defined work week so that no overtime is worked.

## **Exempt Employees – limited compensatory leave**

Exempt employees may reasonably be expected to work at times beyond their regular work schedule.

Exempt employees may be awarded compensatory leave when the employee is required by their supervisor to work more hours in a work week than their supervisor believes is reasonably expected for the accomplishment of the position's duties. Compensatory time will normally not be granted for overtime hours worked during a normal workday. No more than 8 hours of compensatory time will be awarded for any 24-hour period.

Compensatory leave for exempt employees must be authorized by the appropriate supervisor, prior to being earned.

Compensatory leave remains available for use for one calendar year from the date earned. It will be lost if not taken within this time frame.

## **Administrative Leave**

Administrative leave is leave with pay granted during working hours at the discretion of the Executive Director, generally under the following circumstances:

- A. Employees required to serve on a jury, to appear in court under a court-ordered subpoena or summons, or to provide a deposition pursuant to a subpoena or summons will be granted administrative leave.
- B. Employees involved in proceedings as grievant or witnesses may be granted administrative leave for a reasonable amount of time including reasonable travel time during working hours.
- C. Employees will be granted administrative leave to attend Unemployment Insurance or Workers' Compensation claim hearings as a witness under subpoena or regarding a personal claim.

- D. Employees will be granted administrative leave to attend a proceeding seeking protection from eviction.
- E. Administrative leave will be granted pursuant to dLCV's inclement weather closing policy or for employees who are victims of natural or technological emergencies or disasters.
- F. Bereavement leave, up to three days, on the death of a close relative or friend. The Director may request corroboration prior to granting this request.
- G. Employees who are preparing for the Virginia State Bar exam.
- H. Other educational leave with prior approval of the appropriate supervisor and dLCV Director and at the discretion of the Director.
- I. Employees summoned as witness in a domestic violence proceeding or an eviction hearing are protected under Virginia law.

dLCV may require proof of circumstances, such as a summons, and may also require the payment to dLCV of any compensation provided to offset their wages.

### **Military Leave**

dLCV will provide leave to members of the United States Armed Forces, the Virginia National Guard, or other covered military organizations in accordance with state and federal law.

### **Leave Without Pay**

Other than in emergency situations, leave without pay may be granted only with the prior approval of the dLCV Director. Other than for emergency purposes, requests for leave without pay should be in memorandum form and state the reason for the request and supervisor's support of this leave.

### **Remote Work Options**

dLCV offers three options for working in a location other than the Richmond office: full time telecommuter, remote work for special projects or special purposes, and remote work one day a week. Employees are also expected to work remotely, to the extent possible, when the office is closed due to weather emergencies and other emergencies.

Remote work may be a reasonable accommodation for a disability under certain circumstances, and provided that it does not alter the essential nature of the work.

All remote work situations must be agreed to in writing, which may include an email in urgent or short-term arrangements. See attached agreement form.

In all options, the following terms and conditions will apply:

- The Executive Director, in consultation with the immediate supervisor, has the sole discretion to approve positions and employees that may be considered for full time and one day a week telecommuting.

- Full time telecommuter agreements and one day a week telecommuter agreement require the approval of the Executive Director.
- Remote work for special projects or special purposes may be done with the supervisor's approval, pending subsequent approval by the Executive Director. Prior approval should be obtained to the fullest extent possible.
- Employee must have demonstrated the ability to work without close supervision. In the case of a request to telecommute full time, the employee must have demonstrated the ability to work with minimal supervision.
- Employees must be available to their supervisors, co-workers, staff, and clients during their scheduled work hours, by telephone or other agreed communications tools.
- Employees must have internet capacity at the remote location sufficient to perform all tasks, according to contemporary standards. Unless the employee's job duties require greater capacity, full time telecommuters must have internet capacity for medium use. One day a week telecommuters and special project telecommuters must have internet capacity for light use, unless the job duties require great capacity.
- Employees must have confidential, private work space and the ability to secure confidential information. The employee must be able to have fully private telephone conversations and video meetings. Full time telecommuters must have separate office space.
- Employees are responsible for the security of all confidential information included in dLCV's database, files, documents, records and other items in their possession, and for returning that information in whatever form intact to the Richmond Office. Employees must take all necessary steps to protect confidentiality when transporting confidential information.
- Workers' compensation coverage is limited to designated work areas in employees' alternate work sites and to the performance of designated duties within that site during the telecommuter's approved hours of work. The employee must notify their supervisor or another supervisor in the event an injury has occurred while working at an alternate work site.
- For full time telecommuters, dLCV will inspect the work area in person at least annually to ensure that it complies with safe work conditions and to ensure that there are adequate controls to protect client confidences. For employees who work remotely on special projects or one day a week, dLCV will inspect the work area using video or other electronic means at the beginning of the agreement.
- Full time telecommuters who are within 90 miles of Richmond will work from the Richmond office one day a week. Full time telecommuters who are more than 90 miles of Richmond will work from Richmond a minimum of one day per month.

- Employees who work remotely one day a week must specify the day. With the agreement of their supervisor, the employee may change that day within the same week on occasion, but may not accumulate days to be used in future weeks.
- Full time telecommuters must specify the day or days they will be in the Richmond office. With the agreement of their supervisor, the employee may change the day on occasion within the same week. Absent exceptional circumstances, the supervisor may not waive the requirement to be in the office.
- Employees may not see dLVCV clients in their home. Employees should locate an alternative and accessible location to meet with clients, which may include the Richmond office and may include electronic meetings.
- Employees may not provide child or dependent care during work hours. If there are family members in the alternate work location, the employee must make arrangements for care and supervision or take leave while providing care.
- Employees will comply with all personnel and advocacy policies.
- Employees will use dLVCV's Richmond Office as the business mailing address.
- Administrative support will be provided at the Richmond Office.
- All employees working remotely will provide their supervisor with a daily report of activities.
- dLVCV will provide each employee with a transportable computer. In addition, dLVCV will provide a full-time telecommuter, on request, with equipment for copying and printing, as needed, and a cell phone or landline. dLVCV will not provide any additional furniture or equipment for remote work.
- Employees working remotely will access dLVCV information using Virtual Private Network, only. Employees will not store any information on the laptop's desktop.
- dLVCV will reimburse full time telecommuters for the portion of internet service at the designated location that is used for dLVCV purposes. Employees will sign a statement to accompany the reimbursement request estimating the portion of internet service used for work and the portion used for other purposes.
- Employees will not use the internet or any dLVCV issued equipment for illegal or unethical activities.
- Employees must protect dLVCV equipment issued to them from damage and unauthorized use. dLVCV-owned equipment may be used only for legitimate work purposes.
- All equipment and supplies shall be requisitioned through the Richmond Office.



- Telecommuters will not be reimbursed for mileage to the Richmond office.
- Rental cars and gas cards will be provided to telecommuters in the same manner they are for employees of the Richmond Office.
- dLCV will provide shared office space for full time telecommuters. All other staff will retain private office space at the Richmond office.
- Remote work for special projects or special purposes should generally not exceed 90 days.
- The employee will sign a statement that the employee has read and agreed to all policies and conditions relating to remote work. The statement will specify the terms of additional reporting, the day of the week that the employee will be in the Richmond office or work remotely, and will identify the internet speed at the remote location. The statement will identify a person who can grant dLCV access to the work space in an emergency. See attached.
- Both the employee and dLCV have the right to terminate the telecommuting arrangement for any reason, generally with two weeks' notice.

### **Remote Work Agreement**

Date

(name) desires to work remotely (one day a week, for a special project, full time) and dLCV agrees to this request.

(name) affirms the following:

I have read and agreed to all dLCV policies relating to remote work. I understand that my failure to comply with any policy may result in the termination of this agreement.

Internet capacity at my remote work location is -----, which is within dLCV's expectation for my remote work.

dLCV's representative (name) will inspect the remote work area for compliance with policy on (date), (in person/using remote technology).

(name) intends to work remotely on (day) each week. OR (name) intends to work in the Richmond office on (day) each week

(name) will report activities daily to the supervisor (describe method)  
dLCV has provided (name) with the following equipment:

- (type of lap top)

- A
- b

In the event that dLVCV needs to access the remote location or dLVCV property and (name) is not available to provide access, dLVCV should contact (name, contact info) to gain access.

(Signed, name, date)

(dLVCV signed, name, date)

### **Statement to accompany reimbursement request (full time telecommuters only)**

I request reimbursement in the amount of ---. The request is based on my estimate that internet service at this location was used approximately --% for dLVCV purposes during this time period. Documentation of the charge is attached.

(Name, Signed, date)

### **Safe Working Conditions**

Employees of the disAbility Law Center of Virginia will not use alcohol or illegal drugs or be under their influence during the performance of work duties. dLVCV is a smoke-free environment; there is no smoking in any interior spaces nor near the entrances or windows of the office. Employees may not wear strong fragrances or perfumes and are urged to be aware of coworkers and clients who may have heightened sensitivities to chemicals and scents.

dLVCV will develop a plan for regular training and reasonable expectations for a safe and lawful working environment.

dLVCV has an emergency response plan. dLVCV will provide regular, at least monthly, reminders about relevant aspects of the plan and will provide an annual training on the entire plan.

### **Drug Free Workplace**

dLVCV is a drug free workplace. Employees of dLVCV may not use illegal drugs at any time nor may they be under the influence of alcohol during the performance of the work. A drug is considered to be illegal if it is prohibited by state or federal law. Employees must notify their supervisors of any conviction of a criminal drug law whether or not it occurred in the workplace. Employees must also notify their supervisor of a conviction of an alcohol beverage control law or law that governs driving while intoxicated, if it occurred during work.

### **Workplace Harassment**

Staff and third parties should report incidents of workplace harassment as soon as possible after the incident occurs. Staff seeking to remedy workplace harassment may file a complaint with any manager or the Director. Alternatively, staff may file a complaint with dLCV's HR consultant firm, HR Business Solutions, at 804-740-7952. Staff will receive a response from HR Business Solutions within two work days.

Complaints will be treated with the greatest confidentiality possible, but may not be anonymous. Under no circumstances shall the individual alleging harassment be required to file a complaint with the alleged harasser. Staff also may file a complaint with the federal Equal Employment Opportunity Commission. Employees and third parties who make complaints of workplace harassment, or provide information related to such complaints, will be protected against retaliation. If retaliation occurs, the employee(s) should report the retaliation through the harassment complaint procedure.

Management shall take any appropriate interim remedial action including possible reassignment or suspension with pay of the alleged perpetrator. The manager or HR consulting firm will promptly notify the Executive Director who will review the complaint and appoint an investigator. If the Executive Director is the alleged perpetrator, the complaint will be forwarded to the Board Executive Committee which will appoint an investigator.

For the purposes of Workplace Harassment, employee includes paid and unpaid staff, volunteers, interns, board members, and anyone under paid or unpaid contract with dLCV.

Retaliation against someone who asserts rights under this prohibition is also strictly prohibited. Retaliation is any overt or covert acts of reprisal, interference, restraint, penalty, discrimination, intimidation, or harassment against an individual or group exercising rights under this policy.

Sexual Harassment is any unwelcome sexual advance, request for sexual favors, or verbal, written or physical conduct of a sexual nature by a manager, supervisor, co-workers or nonemployee (third party). Sexual harassment includes a situation when a person of authority gives or withholds a work-related benefit in exchange for sexual favors.

Workplace harassment includes when a victim is subjected to unwelcome and severe or pervasive repeated sexual comments, innuendoes, touching, or other conduct of a sexual nature which creates an intimidating or offensive place for employees to work.

Staff and third parties should report incidents of workplace harassment as soon as possible after the incident occurs. Staff seeking to remedy workplace harassment may file a complaint with any manager or the Director. Under no circumstances shall the individual alleging harassment be required to file a complaint with the alleged harasser. Staff also may file a complaint with the federal Equal Employment Opportunity Commission. Employees and third parties who make complaints of workplace harassment, or provide information related to such complaints, will be protected against retaliation. If retaliation occurs, the employee(s) should report the retaliation through the harassment complaint procedure.

Management should take any appropriate interim remedial action including possible reassignment of the alleged perpetrator. The manager will promptly notify the Executive Director who will review the complaint and appoint an investigator. If the Executive Director is the alleged perpetrator, the complaint will be forwarded to the Board Executive Committee which will appoint an investigator.

The investigator will complete the investigation within 30 days and will forward the report of investigation to the Executive Director or Board Executive Committee, as appropriate. The report of investigation will include the initial complaint, a statement of the individual making the complaint, a statement of the alleged perpetrator (or a notation that the alleged perpetrator was provided with the opportunity to make a statement but declined), statements of any witnesses, any tangible evidence collected (letters, emails, etc.), findings of fact, and recommendations including a recommendation for disciplinary action if appropriate. The record of the investigation will be kept separate from the personnel files of the individuals involved.

Any employee who engages in conduct determined to be harassment, or who encourages such conduct by others, shall be subject to corrective action which may include discharge from employment.

Managers who allow workplace harassment to continue or fail to take appropriate corrective action upon becoming aware of the harassment may be considered a party to the offense, even though they may not have engaged in such behavior.

Managers who allow workplace harassment to continue or who fail to take appropriate action will be subject to disciplinary action including demotion or discharge.

Managers and supervisors are required to stop any workplace harassment of which they are aware, whether or not a complaint has been made, express strong disapproval of all forms of workplace harassment, stop any acts that they see that may be considered workplace harassment, and take appropriate steps to intervene, take immediate action to prevent retaliation towards the complaining party or any participant in an investigation; and take immediate action to eliminate any hostile work environment where there has been a complaint of workplace harassment.

## **Conflict of Interest**

Employees are expected to devote their best efforts and attention to the full-time performance of their jobs. They are expected to use good judgment, to adhere to high ethical standards and to avoid situations that create an actual or potential conflict between the employee's personal interests and the interests of dLCV. A conflict of interest exists when the employee's loyalties or actions are divided between dCLV's interests and those of another, such as a competitor, supplier or client. Any actual conflict or any appearance of a conflict of interest should both be avoided. In the event that an employee is uncertain whether a certain transaction, activity or relationship constitutes a conflict of interest, the employee should discuss it with his or her supervisor or the Executive Director for clarification. (See Appendix C.)

## **Political Activity**

All employees of dLCV will adhere to all guidelines of the Federal Hatch Act and funding requirements.

Employees are prohibited from actively campaigning for candidates for public office during work hours or in work space, using official authority to influence or affect an election or nomination for office, and directly or indirectly coercing contributions from subordinates, other employees or clients, in support of political parties or candidates.

Employees may not be candidates for public office in partisan elections but may be candidates for office in nonpartisan elections. (An election is partisan if any candidate runs as a representative of a political party whose presidential candidate received electoral votes in the preceding presidential election.)

Employees, on their own time and using their own resources, may campaign and hold office in political clubs and organizations, may actively campaign for candidates for public office in partisan and nonpartisan elections, may contribute money to political organizations, or attend political fund-raising functions. These activities must not disrupt the work of dLCV nor impact the individual employee's performance.

dLCV Resources, including telephones, email accounts, computers, copiers, fax machines, internet access, and other resources may not be used for unauthorized political activity, even if the employee is acting on their own time.

## **Communications with Media**

All media communications are done through the Executive Director unless specifically authorized.

## **Outside Employment**

An employee of dLCV who has employment outside of dLCV must give notice describing the employment to his or her supervisor. Employees of dLCV may have employment outside of dLCV where such does not present a direct conflict with the work of dLCV. Direct conflict shall be defined by the Director.

Employees shall not engage in other employment during the hours for which they are employed by dLCV. Likewise, employees shall not engage in other employment outside their normal work hours with dLCV which is considered to negatively affect the employee's ability to perform satisfactorily as a dLCV employee.

## **Employment of Family Members**

The disAbility Law Center of Virginia will employ a family member of a current employee only when the employee does not exercise any control over the employment activities of the member of his immediate family and the employee is not in a position to influence those activities. The term "immediate family" includes: 1) a spouse and, 2) any other person residing in the same household as the employee, who is a dependent of the employee or of whom the employee is a dependent. Employment includes all salaried, wage or contract employees.

## **Personal Relationships**

The disAbility Law Center of Virginia (dLCV) strives to provide a work environment that is collegial, respectful, and productive. This policy establishes rules for the conduct of personal relationships between employees, including supervisory personnel, in an attempt to prevent conflicts and maintain a productive and friendly work environment.

A “personal relationship” is defined as a relationship between individuals who have or have had a continuing relationship of a romantic or intimate nature.

An employee who is involved in a personal relationship with another employee, prospective employee, or volunteer, may not occupy a position in the same team as, work directly for, or supervise the employee, prospective employee or volunteer with whom he or she is involved.

dLCV reserves the right to take prompt action if an actual or potential conflict of interest arises concerning individuals who engage in a personal relationship that may affect terms and conditions of employment. Supervisors and managers are prohibited from dating subordinates and may be disciplined for such actions, up to and including termination.

If such a personal relationship between employees, prospective employee or volunteer develops, it is the responsibility and obligation of the employee or employees involved to disclose the existence of the relationship to their supervisor or the Executive Director. The parties to the relationship must execute the agreement at Appendix G.

When a conflict or the potential for conflict arises because of a personal relationship, even if there is no line of authority or reporting involved, the employees may be separated by reassignment, or terminated from employment. When a conflict or a potential for conflict affecting terms or conditions of employment arises because of the relationship, the individuals concerned will be given the opportunity to suggest transfer, termination or other remedy. If no appropriate remedy is reached within 30 calendar days of the offer to resolve the situation, dLCV will determine who is to be transferred or, if necessary, terminated from employment, or other appropriate remedy.

## **Standards of Conduct**

Employees of dLCV are expected to adhere to standards of conduct that promote the mission, reputation and successful operation of dLCV. Employees will annually sign a statement agreeing to adhere to those standards. See Appendix B. When an employee violates those standards, dLCV will use progressive discipline as appropriate to the violation.

Progressive discipline may include counseling, required training or other corrective action, warning, suspension, demotion or termination, depending on the severity of the offense.

## **Notice of Criminal Charges**

Employees of dLCV will notify promptly their supervisor or the Executive Director if they have been charged with a criminal offense. dLCV will take any action necessary to protect the agency or a specific program, based on the nature of the offense and the position of the employee.

## **Job Performance**

Employees may be disciplined, consistent with these policies, for poor job performance or failure to maintain harmonious relationships with their coworkers, including but not limited to the following:

Unsatisfactory work quality or quantity;  
Excessive absenteeism, tardiness, or abuse of break and lunch privileges; Failure to follow dLCV policies and procedures; or Failure to follow established safety regulations.

## **Serious Misconduct**

dLCV may discharge an employee without notice or warning for serious misconduct, including, but not limited to:

Gross insubordination;  
Theft;  
Physical violence or threats of physical violence towards clients or staff;  
Violation of the equal employment opportunity and/or harassment policy;  
Violation of the rights of clients;  
Serious neglect of duty;  
Unauthorized disclosure of confidential information; or Any other serious misconduct of similar severity.

## **Discipline Procedure**

Discipline may include an oral warning, a written warning, suspension and termination. Except in cases of serious misconduct, dLCV shall adhere to a policy of progressive discipline which is rehabilitative rather than punitive in nature and which has its goal the encouragement and assistance of employees in correcting deficiencies in their performance. Prior to the discharge of an employee for reasons other than serious misconduct, dLCV will give the employee at least a verbal warning, and a written warning. If, however, the employee fails to take appropriate corrective action, the employee may be subject to further discipline, including termination.

The disAbility Law Center of Virginia is an “at will” employer. This means that both you and dLCV are free to end the employment relationship at any time, for any lawful reason, with or without cause or notice. None of the policies set forth in this section or in any other document or statement, are intended to create a contract of employment or otherwise alter the “at will” nature of the employment relationship.

## **Open Door and Problem Resolution**

### **Informal Resolution**

It is our objective to provide a work environment free from misunderstandings or conflicts that may prevent you from doing your best work. If you have an issue with a colleague, we encourage you to

attempt to resolve the matter informally between yourselves. The solution is often found through direct, respectful communication. Otherwise, if you have a suggestion, question, or complaint or are bothered by a job-related situation, promptly speak to your supervisor (within 30 days of any specific event). If the issue is not resolved, or you are unable to address your concern with your supervisor, feel free to speak with another Senior Manager. You may be accompanied by another employee, if you wish.

All reasonable concerns will be investigated and resolved as promptly as possible. Resolution may involve internal or external mediation. When necessary, we may seek guidance from our human resources consultant (currently, HR Business Solutions). dLCV will not retaliate against you for seeking resolution in good faith. Keep in mind that some details of the resolution may not be shared with you if confidential personnel information is involved.

### **When Formal Resolution is Needed**

If you feel that informal resolution is not appropriate or effective, you may file a formal complaint with the Executive Director or with dLCV's human resources consultant. If the complaint is about the Executive Director, you may go directly to the human resources consultant, who will coordinate with the President of the Board of Directors. A formal complaint must be in writing, signed by the complainant, and filed within 10 days of the failure of informal attempts to resolve the issue, or within 30 days of the event if informal resolution is not appropriate. The complaint must describe the informal attempts or the reasons why informal resolution is not appropriate.

If your concern involves workplace harassment, failure to provide a reasonable accommodation under the ADA, or other potentially illegal activity, you may report it whenever, however, and to whomever you feel most comfortable, and we will address the situation as promptly as possible.

The Executive Director or human resources consultant will collect relevant information and issue a written decision within 30 days of receipt of the complaint. If the outcome of the formal decision is unsatisfactory to either party, either party may request review by the Executive Committee of the Board of Directors. The request for review must be in writing, signed by the employee making the request, and filed within 10 days of the formal decision. The request must describe the reasons why resolution is not appropriate.

The Executive Committee of the Board of Directors, or a member designated by the President, may decline to review any request that it deems inappropriate for Board involvement. If the Executive Committee or designee accepts the review, it will collect relevant information, including a statement from the other party involved and any additional information from the Executive Director or human resources consultant it deems necessary. The Executive Committee or designee will conduct the review in open session, unless all parties agree to a closed session. The Executive Committee or designee will issue their recommendations within 30 days of the request for review. The review of the Executive Committee is final.

### **Concerns about Agency Operations**

You may informally raise concerns about agency operations with your supervisor, any Senior Manager, or the Executive Director, or with the operational workgroup designed to address these concerns. The



workgroup has a system for prioritizing and responding to concerns and for proposing possible solutions where appropriate. Within 60 days of receipt of the concern, the workgroup will notify you of the priority assigned or of a plan for possible resolution. A plan for resolution may involve presentation at a staff meeting for further discussion, presentation to a relevant team, workgroup, or management, or any other appropriate resolution.

If you are not satisfied with the response by the operational workgroup or believe the concern requires more immediate action, you may request review by the Senior Management team. A request must be in writing, signed by the employee making the request, and filed within 10 days of the notice from the workgroup or, if the workgroup response would not be timely, within 30 days of the event forming the basis of the request. The request must fully describe the concern and the reasons why resolution by the workgroup is not appropriate. The Senior Management team will respond to the concern within 30 days of receipt. Their decision is final. However, you may raise the concern for reconsideration after 180 days after the decision of the Senior Management team.

### **Notes on Open Door and Problem Resolution**

- You are welcome to avail yourself of other resources such as the Employee Assistance Program. You may also file a complaint with the EEOC or other external oversight agency. However, you may not pursue a formal internal resolution simultaneously with any external resolution sought.
- This policy is intended for regular employees, not contractors, interns, volunteers, or others who are not in a direct employment relationship with dLCV.
- dLCV will conduct a review of this policy, to include an anonymous staff survey, within the first six months of operation and annually thereafter.
- The Executive Director will include in each quarterly report to the Board of Directors the number of times the formal resolution process was invoked in the previous quarter and a brief description of the resolution of each. The Executive Director will also report on the results of any review of the process conducted within the reporting period.

### **Layoff**

Layoffs will be coordinated by the dLCV Executive Director in consultation with the Executive Committee of the Board of Directors. Where appropriate, a Notice of Layoff will be signed by the dLCV Executive Director.

### **Return to Work**

Employees who have been on short- or long-term disability, may be asked to provide appropriate documentation that they are able to return to full time or part time employment. If the return to work is subject to restrictions, the employee may be asked to provide appropriate documentation of the need for restrictions and expected duration.

### **Employee and Applicant Records**

dLCV will hold all employee and applicant records confidentially within the requirements of state and federal law. An employee's personnel files shall consist of the following types of information: resume,

employment application and letters of reference; personnel action forms; payroll and withholding tax forms; employee benefit forms; performance evaluations; disciplinary actions; employee grievances; and other personnel information.

Medical records will be kept separate from personnel records.

Each employee shall have the right, upon reasonable request, to examine and copy material, including evaluations, contained in their personnel files.

## **Providing Job References**

The disAbility Law Center of Virginia (dLCV) will provide employment related references for employees, interns, and students based on dLCV's employment knowledge and experience with the individual. However, the employment reference will be limited to the following:

- Employee's role and working position titles
- Dates of employment
- Annual salary or rate of pay
- Eligibility for re-hire

The dLCV Executive Director, Managers, and other supervisory staff will not provide any additional information without express consent and release of the employee. dLCV will release a copy of the employee's most recent performance evaluation only with the employee's express written consent.

dLCV employees, at their own risk, may provide personal references for other dLCV employees and former employees. However, the employee must be very specific that what they are providing is a personal reference and not an employment related reference.

## **Whistleblower and Employee Protection**

If any employee reasonably believes that some policy, practice, or activity of dLCV is in violation of law, that employee must file a written complaint with the ED or the Board President.

It is the intent of dLCV to adhere to all laws and regulations that apply to the organization.

The underlying purpose of this policy is to support the organization's intent. dLCV relies on all employees to maintain compliance. An employee who alerts the dLCV Director or Board President to alleged unlawful activity, policy, or practice will be protected from retaliation if that employee provides dLCV with a reasonable opportunity to investigate and correct the unlawful activity. The protection described below is only available to employees that comply with this requirement. dLCV will not retaliate against an employee who in good faith, makes a protest or raises a complaint against some practice of dLCV, or of another individual or entity with whom dLCV has a business relationship, on the basis of a reasonable belief that the practice is in violation of law, or a clear mandate of public policy.

**dLCV Job Descriptions**

As of October 2016

**Disability Rights Advocate I**

- Minimum: Bachelor degree, preferred Master’s degree in related fields
- 3+ year’s work experience in human service field
- Knowledge of local, state, federal services and programs
- Interviewing, investigating, negotiation, and mediation skills
- Provide client and case management and services
- Excellent oral and written communication skills

**Disability Rights Advocate II**

- Minimum: Master’s degree in related field
- 3+ year’s work experience in human service field
- Knowledge of local, state, federal services and programs
- Interviewing, investigating, negotiation, and mediation skills
- Provide client and case management and services
- Excellent oral and written communication skills

**Staff Attorney**

- Graduate of ABA accredited law school; Posses J.D.
- Active member of Va. State Bar
- Litigate in at least 2 administrative or legal proceedings
- Working knowledge of state and federal laws and regulations
- Knowledge of administrative and court rules and procedures
- Represent clients before state and federal courts and administrative bodies
- Provide direct legal services including conflict resolution; negotiation or mediation; client intervention and case investigation
- Excellent oral and written communication skills

**Operations Assistant**

- Comprehensive knowledge of office practices and procedures
- Strong verbal and written communication skills
- Maintains office product inventory
- Knowledge of procurement best practices
- Primary agency purchase card holder
- Responsible for payment of routine expenses
- Monitor office equipment, order supplies and service
- Contract with outside accommodation providers
- Experience with contracts, ability to negotiate contract services and pricing
  
- Maintain vendor file
- Education-High School diploma

### **Accommodations Specialist (Reader/Driver)**

- Provide transportation accommodation to staff, Board and Council
- Provide reading accommodations to staff
- Assist with administrative projects
- Education – high school diploma or equivalent

### **Administrative Assistant (Front Desk Receptionist)**

- Handle multi line phone
- First point of contact for clients and potential clients; receive visitors and deliveries
- Basic knowledge of social service resources-provide basic information and referral
- Maintain log of incoming phone calls
- Provide administrative support to staff-typing/data entry/copying
- Maintain incoming and outgoing mail
- Maintain general appearance of front office
- Excellent oral communication skills
- Education-High school diploma or equivalent

### **Fiscal Assistant**

- Receive, review and log incoming invoices
- Key accounts payable vouchers into agency accounting system
- Maintain proper documentation and file of accounting documents
- Create and analyze monthly journals and expenditure reports
- Working knowledge of Generally Accepted Accounting Practices
- Comprehensive knowledge of accounting systems and general office practices
- Provide support to Fiscal Officer
- Serves as back up to Administrative Assistant, Receptionist, and Accommodation Specialist
- IT Support backup-provide basic troubleshooting for staff; set up workstations; records staff logon and password information
- Maintain staff leave balances and reporting
- Working knowledge of Microsoft Word
- Maintain furniture and computer inventory
- Education-high school or equivalent; some experience in bookkeeping

### **Data Analyst**

- Manage agency's data collection and management systems
- Extract, compile, analyze and interpret data
- Support quality assurance activities
- Assist with funding and grant applications
- Serve as database administrator
  
- Demonstrated experience in development, implementation, and enhancement of data collection tools
- Extensive knowledge of Microsoft Office including Access, Publisher, and Excel, Education-Bachelor's Degree; Experience in database management

### **Information Technology Specialist**

- Provides basic in-house support of IT services-troubleshoot and provide technical assistance with computer hardware and software issues
- Manage contract with IT vendor
- Maintain agency website; internet and social networking presence
- Recent experience and training with information technology-data management systems
- Strong background in Microsoft Office and associated products
- Working knowledge of standard computer hardware
- Problem solving skills
- Education-Bachelor's degree

#### **Administrative Assistant (Executive Assistant to Director)**

- Strong knowledge of office practices and procedures
- Strong verbal and written communication skills
- Knowledge of Microsoft Office products
- Serves as liaison to Governing Board
- Maintain calendar and schedule for Director
- Handle travel arrangements for Director
- Field phone calls to the Director
- Excellent oral communication skills
- Accurately record meeting notes
- Education-high school diploma or equivalent; 2+ years' experience

#### **Senior (Advocate, Attorney, Administrative Staff)**

- Minimum five years' experience with dLCV or VOPA or significant experience in a similar organization
- Demonstrated and sustained leadership of complex projects or programs
- Ability to and expectation to take on increased leadership responsibilities
- Ability to and expectation to act as a mentor to less experienced staff

#### **Team Leader**

- Masters level in related field or Juris Doctor
- 5+ year's work experience in human service field
- Provides Supervision of 5 to 7 staff
- Represent clients in court and administrative proceedings
- Provides direct services to clients
- Excellent oral and written communication skills

#### **Director for Finance & Operations**

- Considerable knowledge of generally accepted accounting principles
- Budget development and forecasting
- Grant management
- Training in grant writing
- Liaison to funders
- Handles agency payroll duties-maintain payroll files and ensure prompt accurate payroll

- Handles agency human resource duties-maintain employee files; recruiting/hiring; accommodations
- Supervises administrative staff of 5-7, including performance evaluations
- Oversees the accounting operations-including purchasing
- Ability to create, analyze and interpret policies
- Communicate financial recommendations to Executive Director and Board
- Understand and communicate complex fiscal and planning concepts
- Working knowledge of Federal regulations, including Labor regulations and OMB circulars
- Education-High school diploma minimum, college preferred; some formal training and education in accounting or business management
- 5+ years' experience in supervisory role
- 5+ years' experience in related field(s)

### **Director of Legal Services**

- Juris Doctor required
- active member of Virginia state Bar required
- Supervises team leaders
- Responsible for all legal activities of dLCV
- Develops regular staff and supervisory trainings
- Excellent oral and written communication skills

### **Director of Litigation**

- Juris Doctor required
- Active member of Virginia state bar required
- Significant experience with litigation required
- Supervises team members and attorneys when involved in litigation
- Responsible for litigation activities of dLCV
- manages litigation training and attorney development plans relating to litigation
- excellent oral and written communication skills

### **Director of Quality Assurance and Compliance**

- College degree in related field required, masters preferred
- Supervises QA staff of 2-4
- Supervises all QA activities of dLCV
- Coordinates preparation of all performance reports and grant applications
- Reviews opportunities for input in public policy and coordinates dLCV response

### **Director of Community Engagement**

- Minimum bachelor in related field, masters preferred
- Significant experience in development and communications
- Staff the dLCV Foundation Board;
- Identify and cultivate prospective supporters
- Manage communications with supporters and the Foundation
- Develop and manage fundraising
- Develop and maintain close working relationships with the philanthropic community, individual and corporate donors, sponsors, board members and volunteers;
- Plan and manage all supporter-related events

## **Executive Director**

- Oversee agency operations-including fiscal and programmatic
  - Provide effective leadership/direction/consultation for agency planning and program implementation of goals and priorities
  - Works closely with Governing Board-advise of agency's work and progress on goals and objectives
- Official hiring authority-works with management to determine staffing needs
- Ensures agency maintains a high level of ethical services
- Review and approve any and all items to be released for public viewing i.e. press releases, public service message, periodical writings
  - Handles client service disagreement issues
  - Interaction with local/state/federal political bodies
  - Considerable knowledge of state/federal laws and policies
  - Thorough understanding of various systems as related to agency's mission
  - Maintains effective working relations with courts/professional groups/private bar/other legal service
  - Ability to create/interpret/analyze policies and regulations
  - Understand and communicate complex report findings-includes fiscal reports
  - Facilitate or arrange management and staff trainings
  - Education-Law degree from accredited law school. Current license to practice in the state of VA
  - 3+ plus years of experience supervisory or management role
  - 5+ plus years of experience in Protection and Advocacy or similar agency, 5+ years of legal experience

**disAbility Law Center of Virginia  
STANDARDS OF CONDUCT**

As an employee of the disAbility Law Center of Virginia, I agree to adhere to the following expectations of my conduct:

- I will protect client and constituent confidences
- I will protect the property of dLVCV from unreasonable damage
- I will treat coworkers, clients, and constituents with respect
- I will follow reasonable instructions of my supervisor
- I will safeguard the resources of dLVCV
- I will not falsify records, reports, or data relied upon by dLVCV
- I will not engage in any criminal conduct
- I will report to work on time and work the hours of my agreed schedule
- I will request leave or schedule modifications according to established procedures
- I will not engage in any other conduct likely to have a negative impact on the operation or reputation of dLVCV

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**Signature**

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**Date**



**disAbility Law Center of Virginia MANAGEMENT CODE OF CONDUCT**

The Management Code of Conduct is a framework of guiding principles for the Executive Director and all Managers at the disAbility Law Center of Virginia, to ensure compliance with all legal and ethical standards in work related matters. The Code applies to all staff in a professional, management, or supervisory capacity. The Code incorporates by reference and embraces adherence to the formal policies and procedures outlined in dLCV’s Advocacy Procedures Manual and dLCV’s Personnel Policies. Management employees are covered by the same work and conduct rules as non-management employees. Their status as Managers, however, may in certain circumstances make it appropriate for them to be held to a higher standard than non-management employees with regard to compliance with these rules.

Managers are expected to:

- Comply with all lawful directions of the dLCV’s Board and Management. Act in the best interest of dLCV.
- Observe the required standards of performance and behavior.
- Act with integrity and professionalism in the performance of their duties. Be conscientious in the proper use and protection of dLCV’s information, funds, equipment, and facilities.
- Immediately address any potential risks to dLCV’s clients, employees, information, funds, equipment, facilities, or reputation.
- Exercise fairness, equity, proper courtesy, consideration and sensitivity in all their dealings in the course of carrying out their duties.
- Avoid real, apparent, or perceived conflicts of interests.
- Act in accordance with dLCV’s policies and procedures (as amended from time to time).
- In particular, support compliance with dLCV’s published policies on:
  - Equal Employment Opportunity
  - Prohibition of Workplace Harassment
  - Conflicts of Interest
  - Confidentiality
  - Communication and Problem Solving
  - Safety and Security

My signature below certifies my knowledge, acceptance, and adherence to the dLCV Management Code of Conduct. I further understand my responsibility to act in the best interest of dLCV and promptly disclose to Executive Management any actual, perceived, or potential violation (by myself or anyone else) of the Code of Conduct or any other policy, so that immediate action can be taken to ameliorate the situation.

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

# TELECOMMUTING OFFICE SPACE REVIEW CHECKLIST

Employee Name: \_\_\_\_\_

Date: \_\_\_\_\_

Employees who telecommute must have their office space inspected annually in order to confirm they have a confidential, private work space and the ability to secure confidential information.

Please check one of the choices: This review was completed on-site \_\_\_\_\_ or virtually \_\_\_\_\_.

## All Telecommuters

- 1) Is there a space for the employee to set up their computer, files, and other equipment and documents to complete their job duties? \_\_\_\_\_
- 2) Is all confidential information (files, documents, records) kept in a cabinet or other space that can be locked and safely secured? \_\_\_\_\_
- 3) Is the employee able to have private conversations and video meetings without interruption from others who live in or visit the telecommuting location? \_\_\_\_\_
- 4) Does the employee have internet capacity at the remote location sufficient to perform all tasks, according to contemporary standards? \_\_\_\_\_ What speed? \_\_\_\_\_
- 5) Is the space free of tripping hazards? (ex. loose extension cords, items on the floor) \_\_\_\_\_
- 6) Is there a working smoke detector within 1 room of the work space? \_\_\_\_\_
- 7) Is there adequate light in the space? \_\_\_\_\_
- 8) Does the workspace accommodate the ergonomic needs of the employee?
- 9) List all dLCV equipment the employee is using at their telework location: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 10) Does the employee have all of the equipment they need to perform their duties? \_\_\_\_\_
- 11) Is the employee requesting any additional equipment to use at their telecommuting location? \_\_\_\_\_ If yes, list requested equipment here:  
\_\_\_\_\_  
\_\_\_\_\_

Full Time Telecommuters

12) Does the employee have a separate office space dedicated to performing their job?

13) Is the employee requesting reimbursement for internet usage? \_\_\_\_\_ What percentage? \_\_\_\_\_

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The information provided in this checklist is accurate to the best of my knowledge.

\_\_\_\_\_  
Staff Completing Inspection

\_\_\_\_\_  
Date

I have reviewed the completed telecommuter inspection report and agree with the information listed.

\_\_\_\_\_  
Staff name

\_\_\_\_\_  
Date

**APPENDIX E**

**CONFLICTS OF INTEREST**

There exists between the dLCV's Board, officers, and management employees and the public a fiduciary duty, which carries with it a broad and unbending duty of loyalty and fidelity. The Board,

officers, and management employees have the responsibility of administering the affairs of the dLCV honestly and prudently, and of exercising their best care, skill, and judgment for the sole benefit of the dLCV. Those persons shall exercise the utmost good faith in all transactions involved in their duties, and they shall not use their positions with the dLCV or knowledge gained therefrom for their personal benefit. The interests of the organization must be the first priority in all decisions and actions.

## **SECTION 1. PERSONS CONCERNED**

This policy applies not only to directors and officers, but to all employees who can influence the actions of the dLCV. For example, this would include all who make purchasing decisions, all persons who might be described as "management personnel," and anyone who has proprietary information concerning the dLCV.

## **SECTION 2. AREAS IN WHICH CONFLICT MAY ARISE**

Conflicts of interest may arise in the relations of directors, officers, and management employees with any of the following third parties:

1. Persons and firms supplying goods and services to the dLCV.
2. Persons and firms from whom the dLCV leases property and equipment.
3. Persons and firms with whom the dLCV is dealing or planning to deal in connection with the gift, purchase or sale of real estate, securities, or other property.
4. Competing organizations.
5. Donors and others supporting the dLCV.
6. Agencies, organizations, and associations which affect the operations of the dLCV.
7. Family members, friends, and other employees.

## **SECTION 3. NATURE OF CONFLICTING INTEREST**

A conflicting interest may be defined as an interest, direct or indirect, with any persons or firms mentioned in Section 2. Such an interest might arise through:

1. Owning stock or holding debt or other proprietary interests in any third party dealing with the dLCV.
2. Holding office, serving on the Board, participating in management, or being otherwise employed (or formerly employed) with any third party dealing with the dLCV.
3. Receiving remuneration for services with respect to individual transactions involving the dLCV.
4. Using the dLCV's time, personnel, equipment, supplies, or good will for other than the dLCV - approved activities, programs, and purposes.
5. Receiving personal gifts or loans from third parties dealing or competing with the dLCV. Receipt of any gift is disapproved except gifts of a value less than \$25.00, which could not be refused without discourtesy. No personal gift of money should ever be accepted.

## **SECTION 4. INTERPRETATION OF THIS STATEMENT OF POLICY**

The areas of conflicting interest listed in Section 2, and the relations in those areas which may give rise to conflict, as listed in Section 3, are not exhaustive. Conflicts might arise in other areas or through

other relations. It is assumed that the directors, officers, and management employees will recognize such areas and relation by analogy.

The fact that one of the interests described in Section 3 exists does not necessarily mean that a conflict exists, or that the conflict, if it exists, is material enough to be of practical importance, or if material, that upon full disclosure of all relevant facts and circumstances it is necessarily averse to the interests of the dLCV.

However, the existence of any of the interests described in Section 3 shall be disclosed before any transaction is consummated. It shall be the continuing responsibility of the Board, officers, and management employees to scrutinize their transactions and outside business interests and relationships for potential conflicts and to immediately make such disclosures.

## **SECTION 5. DISCLOSURE POLICY AND PROCEDURE**

Transactions with parties with whom a conflicting interest exists may be undertaken only if all of the following are observed:

1. The conflicting interest is fully disclosed;
2. The person with the conflict of interest is excluded from the discussion and approval of such transaction;
3. A competitive bid or comparable valuation exists; and
4. The Board has determined that the transaction is in the best interest of the organization.

Disclosure by staff should be made to the Executive Director. Disclosure involving Board members or the Executive Director should be made to the Board Chair, (or if she or he is the one with the conflict, then to the Board Vice-Chair) who shall bring these matters to the Board.

The Executive Director or Board Chair, as applicable, shall determine whether a conflict exists and in the case of an existing conflict, whether the contemplated transaction may be authorized as just, fair, and reasonable to the dLCV. The decision of the Executive Director, Board Chair, or Board Vice Chair will rest in their sole discretion, and their concern must be the welfare of the dLCV and the advancement of its purpose.

## **SECTION 6. VIOLATIONS OF THE CONFLICT OF INTEREST POLICY**

1. If the Board or an Executive Director has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, they shall inform the member of the basis for such belief and affords the member an opportunity to explain the alleged failure to disclose.
2. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the Board determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

## **SECTION 7. RECORDS OF PROCEEDINGS**

The minutes of the Board and all committees with Board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing Board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

## **SECTION 8. ANNUAL STATEMENTS**

Each director, principal officer and member of a committee with governing Board delegated powers shall annually sign a statement which affirms such person:

1. Has received a copy of the conflicts of interest policy,
2. Has read and understands the policy,
3. Has agreed to comply with the policy, and
4. Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

## **SECTION 9. PERIODIC REVIEWS**

To ensure that the dLCV or any successor entity operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

1. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
2. Whether partnerships, joint ventures, and arrangements with management organizations conform to the dLCV 's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

## **SECTION 10. USE OF OUTSIDE EXPERTS**

When conducting the periodic reviews as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing Board of its responsibility for ensuring periodic reviews are conducted.

## **disAbility Law Center of Virginia CONFLICT OF INTEREST DISCLOSURE STATEMENT**

Preliminary note: In order to be more comprehensive, this disclosure statement also requires you to provide information with respect to certain parties that are related to you.

These persons are termed “affiliated persons” and include the following:

- a. your spouse, domestic partner, child, mother, father, brother or sister;

- b. any corporation or organization of which you are a Board member, an officer, a partner, participate in management or are employed by, or are, directly or indirectly, a debt holder or the beneficial owner of any class of equity securities; and
- c. any trust or other estate in which you have a substantial beneficial interest or as to which you serve as a trustee or in a similar capacity.

1. NAME OF EMPLOYEE OR BOARD MEMBER: (Please print)

\_\_\_\_\_

2. CAPACITY:

- \_\_\_\_\_ Governing Board
- \_\_\_\_\_ Executive Committee
- \_\_\_\_\_ Officer
- \_\_\_\_\_ Committee Member
- \_\_\_\_\_ Staff (position): \_\_\_\_\_

3. Have you or any of your affiliated persons provided services or property to dLCV in the past year?  
\_\_\_\_\_ YES \_\_\_\_\_ NO

If yes, please describe the nature of the services or property and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Have you or any of your affiliated persons purchased or received services or property from the dLCV in the past year?  
\_\_\_\_\_ YES \_\_\_\_\_ NO

If yes, please describe the purchased services or property and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Please indicate whether you or any of your affiliated persons had any direct or indirect interest in any business transaction(s) in the past year to which the dLCV was or is a party? \_\_\_\_\_ YES \_\_\_\_\_ NO

If yes, describe the transaction(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Were you or any of your affiliated persons indebted to pay money to the dLCV at any time in the past year (other than travel advances or the like)?  
\_\_\_\_\_ YES \_\_\_\_\_ NO

If yes, please describe the indebtedness and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

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7. In the past year, did you or any of your affiliated persons receive, or become entitled to receive, directly or indirectly, any personal benefits from the dLCV or as a result of your relationship with the dLCV, that in the aggregate could be valued in excess of \$1,000, that were not or will not be compensation directly related to your duties to the dLCV?

YES  NO

If yes, please describe the benefit(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

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8. Are you or any of your affiliated persons a party to or have an interest in any pending legal proceedings involving the dLCV?

YES  NO

If yes, please describe the proceeding(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

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9. Are you aware of any other events, transactions, arrangements or other situations that have occurred or may occur in the future that you believe should be examined by the dLCV's [Board or a duly constituted committee thereof] in accordance with the terms and intent of the dLCV's conflict of interest policy?

YES  NO

If yes, please describe the situation(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

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I HERBY CONFIRM that I have read and understand the dLCV's conflict of interest policy and that my responses to the above questions are complete and correct to the best of my information and belief. I



agree that if I become aware of any information that might indicate that this disclosure is inaccurate or that I have not complied with this policy, I will notify [designated officer or director] immediately.

---

Signature

Date

**disAbility Law Center of Virginia GIFT POLICY AND DISCLOSURE FORM**

As part of its conflict of interest policy, the dLCV requires that directors, officers and employees decline to accept certain gifts, consideration or remuneration from individuals or companies that seek to do business with the dLCV or are a competitor of it. This policy and disclosure form is intended to implement that prohibition on gifts.

Section 1. “Responsible Person” is any person serving as an officer, employee or a member of the Board of Directors of the dLCV.

Section 2. “Family Member” is a spouse, domestic partner, parent, child or spouse of a child, or a brother, sister, or spouse of a brother or sister, of a Responsible Person.

Section 3. “Contract or Transaction” is any agreement or relationship involving the sale or purchase of goods, services or rights of any kind, receipt of a loan or grant, or the establishment of any other pecuniary relationship. The making of a gift to the dLCV is not a “contract” or “transaction.”

Section 4. Prohibited gifts, gratuities and entertainment. Except as approved by the Chairman of the Board or his designee or for gifts of a value less than \$25 which could not be refused without discourtesy, no Responsible Person or Family Member shall accept gifts, entertainment or other favors from any person or entity which:

1. Does or seeks to do business with the dLCV or,
2. Does or seeks to compete with the dLCV or,
3. Has received, is receiving, or is seeking to receive a Contract or Transaction with the dLCV.

**GIFT STATEMENT**

I certify that I have read the above policy concerning gifts, and I agree that I will not accept gifts, entertainment or other favors from any individual or entity, which would be prohibited by the above policy. Following my initial statement, I agree to provide a signed statement at the end of each calendar year certifying that I have not received any such gifts, entertainment or other favors during the preceding year.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# Consensual Personal Relationship Agreement

[Individual A Name] employed by dLCV as a (Job Title) \_\_\_\_\_, and [Employee B Name], employed by, prospectively employed by or volunteering with dLCV as a (Job Title) \_\_\_\_\_, hereby notify dLCV that we have entered into a voluntary and mutual consensual personal relationship.

In entering into this relationship, we both understand and agree to the following:

- Our personal relationship is voluntary and consensual.
- We are both free to end the relationship at any time.
- If the personal relationship should end, we both agree that we shall not allow the end of this relationship to negatively impact our job performance.
- We will act professionally in the workplace without public display of affection.
- We have received and reviewed dLCV's Workplace Sexual-Harassment Policy, a copy of which is attached.
- We have received and reviewed dLCV's Personal Relationships Policy, a copy of which is attached.
- We acknowledge that the personal relationship between us does not violate dLCV's policies and that entering into the Personal relationship has not been made a condition or term of employment.

Individual A (print name): \_\_\_\_\_

Individual A (signature): \_\_\_\_\_

Date: \_\_\_\_\_

Individual B (print name): \_\_\_\_\_

Individual B (signature): \_\_\_\_\_

Date: \_\_\_\_\_