

# BACKGROUND CHECK POLICY

Last updated: February 13, 2024

## CIRCUMSTANCES AND FREQUENCY AROUND CONDUCTING BACKGROUND INVESTIGATIONS

- **Applicants for Employment:** All applicants who are offered employment with Virginia Down Syndrome Association, hereto referred to as "Company," will be subject to a background investigation. Offers of employment are contingent on the successful completion of a background investigation conducted in accordance with Company policies and all applicable laws.
- **Current Employees:** Current employees who are being considered for promotion or transfer may be subject to a background investigation if the time elapsed between the last background investigation conducted exceeds three (3) years. Background investigations may also be conducted as part of an internal investigation of alleged employee misconduct.
- **Contractual Employees.** All applicants who are offered contractual employment with Virginia Down Syndrome Association, hereto referred to as "Company," will be subject to a background investigation. Offers of employment are contingent on the successful completion of a background investigation conducted in accordance with Company policies and all applicable laws.
- **Renewing Contractual Employees:** Contractual employees who are offered a renewal contract for a subsequent may be subject to a background investigation if the time elapsed between the last background investigation conducted exceeds three (3) years. Background investigations may also be conducted as part of an internal investigation of alleged employee misconduct.
- **Volunteers:** All volunteers are required to complete a background check. If a volunteer is being hired as a staff member and has completed a background check within the past 12 months, they do not need to complete another.

## INFORMATION OBTAINED IN BACKGROUND INVESTIGATIONS

Every offer of employment with the Company will be made contingent on a background investigation. The nature and extent of the investigation will depend on the job duties of the position for which an offer is made. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant or employee. The following chart sets forth the types of background investigations that may be

conducted:

Type of Investigation	Guidelines	Coverage
Criminal History Check	<p>The Company will request criminal records related to felony and misdemeanor convictions in the past seven (7) years.</p> <p>Incidents of particular concern include incidents against persons, incidents involving weapons, incidents involving theft or fraud, and incidents involving drugs or alcohol.</p>	All Positions
Reference checks; verification of past employment, education, military record, professional certifications, and other information provided by an applicant	<p>The Company will request references from past employers and verify previous employment, education, military service, and professional certifications. The Company will also verify any other information provided by an applicant that it determines is job-related.</p>	All Positions
Credit History Report	<p>The Company will obtain a credit report in situations where there is a business necessity for such information, e.g., security-sensitive positions.</p>	<p>Security-sensitive positions include positions in Finance and Executive Director. These positions involve access to significant levels of cash or negotiable securities, responsibility for the execution or approval of financial transactions, responsibility for accounting related to accounts receivables, responsibility for inventory receipt and control, and access to sensitive data such as the Company's</p>



		computer systems, customer credit cards, and personal information.
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## USE OF INFORMATION OBTAINED IN A BACKGROUND INVESTIGATION

Information obtained from a background investigation will be considered for employment purposes as permitted by federal and state law and in accordance with the Company's Equal Employment Opportunity Policy.

Information will be reviewed to determine:

- Whether false statements or material omissions were made by an individual on an application for employment or during an interview;
- Whether an applicant or employee, based on the job duties of the position in question, poses a threat to security and/or employee safety in the workplace; and
- The likelihood of an applicant or employee being successful and productive on the job.

## ADJUDICATION

If the Company reasonably believes the record belongs to the applicant and is accurate, then the Company will determine the applicant or employee's suitability based on:

- a. Relevance of the incident to the position sought.
- b. Nature of the work to be performed.
- c. Time since the incident
- d. Age of the candidate at the time of the offense
- e. Seriousness and specific circumstances of the offense
- f. Number of offenses
- g. Whether the applicant has pending charges
- h. Any relevant evidence of rehabilitation or lack thereof

## ADVERSE ACTION

If adverse action is to be taken as a direct result of the findings from an applicant or employee's background check, the applicant or employee will be provided with a copy of the report, the Company's background policy, and the FCRA Summary of Rights, and will be advised of the part(s) of the record that makes the individual unsuitable for the position. The affected applicant or employee will always be given the opportunity to dispute the report.

# Employee Handbook



## Virginia Down Syndrome Association

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## Message from Mike Baum, Executive Director

Please allow me to personally welcome you to the Virginia Down Syndrome Association. I am delighted that you have chosen to become a part of this organization. The work we do is important to individuals with Down syndrome and their families across Virginia. You are here with the expectation and promise that you will do all that you can to provide the most professional, most appropriate, most compassionate support possible.

We are confident that you will appreciate a culture of integrity, enthusiasm, and commitment for providing highly professional services to benefit our community, as well as a culture and environment, that fosters accountability, collaboration, excellence, honesty, and kindness.

The principal purpose of this employee handbook is to set forth a summarized version of VDSA's policies, practices, and employee benefits as well as the standards, obligations, and responsibilities which VDSA, in turn, expects of you. The policies and practices are intended to ensure fair treatment and opportunities for employees while preserving VDSA's ability to succeed in an environment through quality, flexibility, adaptation, and continuous improvement.

Proposals for revision are welcome at any time and will be considered. We ask that you read this handbook carefully and address any questions with your supervisor.

This handbook does not constitute a contract of employment. The policies and practices may be modified or rescinded, from time to time, as VDSA deems appropriate in its discretion. Every effort will be made to keep you informed through various communication efforts.

Thank you for joining us and for bringing your professional skills and your unique abilities to this organization. Welcome to the Virginia Down Syndrome Association.

Respectfully yours,

Mike

## Mission and Values and Cultural Promises

### Mission

To benefit the lives of individuals with Down syndrome and their families through individual and family support, education, community awareness, and advocacy.

### DEI Statement

We work to create a brave place that empowers others to be their authentic selves. We acknowledge and celebrate the unique qualities and differences within each other.

We recognize that all individuals with Down syndrome and their families across VA are unique in their backgrounds, beliefs, opportunities, and challenges. We strive to embody and embrace that in our work, believing that our unique identities allow us to create a brighter future for all individuals with Down syndrome across Virginia. Through our efforts, we will engage diverse perspectives, offer diverse programs, and inform equitable and just policies and solutions that will transform the lives of individuals with Down syndrome.

We are a group that learns and grows collectively. We value accountability and hold ourselves and others to high standards of diversity, equity, inclusion and belonging. We also create opportunities for others to join us on this journey.

## **SECTION 1: GENERAL**

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### **1.01 INTRODUCTION**

This Handbook is intended to provide employees with a general outline of the human resource policies and employment standards of the Virginia Down Syndrome Association (VDSA). This Handbook also is also intended to help employees better understand their rights and benefits.

This Handbook does not necessarily contain all the information an employee will need during employment. The employee will periodically receive additional information through various electronic or written notifications. VDSA makes every effort to keep employees informed as policies and processes are adopted. However, it is the employee's responsibility to maintain a current understanding of the policies and standards and contact the Executive Director with any questions. The Executive Director is responsible for administering these policies with flexibility when deeming such action to be necessary. The Executive Director may delegate these responsibilities to a designated representative where appropriate. Nothing in these policies or standards shall conflict with applicable laws.

The human resource policies in this Handbook supersede and replace all prior published or unpublished policies. VDSA reserves the right to amend or change these policies; VDSA may amend, modify, or delete provisions in this Handbook without prior notice. VDSA will try to distribute amendments to all employees and provide new employees with the most current version of this Handbook, but there may be times when policies will change before this Handbook can be revised.

Neither this handbook nor any provision in this handbook constitutes a contract of employment or any other type of contract. It should not be considered in any way as creating any rights, contract, or guarantee of employment, benefits, or working conditions between any employee and VDSA.

All employees are employed for no specific length of time and are therefore employees at-will. Employment may be terminated by the employee or by VDSA at any time, with or without notice, for any reason not prohibited by law. This status cannot be altered by any oral or written representations.

Thank you for taking the time to read and understand this Handbook. You will be required to execute the Acknowledgement Form found at the end of this Handbook indicating that you have received and read this Handbook.

#### **A. Administration**

The Board of Directors employs the Executive Director to whom it delegates responsibility for the overall administration of this adopted Handbook. The direct administration of the Handbook and the hiring and supervision of employees are the responsibility of the

## **SECTION 1: GENERAL (continued)**

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Executive Director. However, these responsibilities may be delegated to a designated representative, where appropriate.

### **B. Review**

This Handbook may be changed upon recommendation of the Executive Director, the Executive Committee, and approval of the Board of Directors. It does not pre-empt or replace applicable laws. All additions and changes shall be published with the date of adoption, and furnished to all employees, as well as being incorporated in the official copies provided to new employees.

### **1.02 EMPLOYMENT AT WILL**

All employees of VDSA are employed on an at-will basis for an indefinite period. All employees are free to terminate their employment with VDSA at any time. Similarly, VDSA may terminate any employment relationship at any time, for any reason not prohibited by law, with or without cause or notice. This at-will employment status may not be modified by any oral or written representations. This Handbook does not constitute a contract of employment, nor does this Handbook guarantee employment for any length of time.

### **1.03 CLASSIFICATIONS OF EMPLOYEES**

All employees of VDSA are divided into the following classifications to determine compensation methods and eligibility for various organization-sponsored employee benefit programs:

- **Full-Time** - Employees hired for a continuous and indefinite period who are consistently scheduled to work a minimum of forty (40) hours on a weekly basis. Full-time employees are generally eligible for all organization-sponsored employee benefit programs.
- **Part-Time** - Employees hired for a continuous and indefinite period who are typically scheduled to work fewer than forty (40) hours per week. Part-time employees are limited in eligibility for organization-sponsored employee benefit programs.

All employees are classified as either Exempt or Non-Exempt from the federal and state wage and hour laws based upon their position with VDSA and their job duties. Further, individuals or companies who serve as independent contractors are not considered employees of VDSA.

- **Exempt employees** are employees who are excluded from specific provisions of federal and state wage and hour laws. Exempt employees are not entitled to overtime pay if they work more than 40 hours in a workweek. With limited exceptions, exempt employees are paid a set salary for each workweek in which they perform work for VDSA.

## **SECTION 1: GENERAL (continued)**

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- Non-Exempt employees are employees who are subject to federal and state wage and hour laws. Non-exempt employees will be compensated at the overtime rate of one and a half times their regular rate of pay for any hours they work over forty (40) in each workweek. Time sheets must be submitted to the employee's direct supervisor every other Friday. A payroll schedule will be provided each year noting which Fridays end each pay period. Supervisors are required to review and approve all timekeeping sheets and submit them to the Executive Director for payroll in a timely manner. Failure to consistently record time is a performance issue that will be addressed and may result in disciplinary action. In addition, falsification of timekeeping records, or inaccurate reporting of time worked, will not be tolerated.

None of these classifications guarantee that an employee will be employed for any specific length of time or in any specific classification. As explained in the Employment at Will policy, an employee may be terminated at any time for any reason, with or without notice.

### **1.04 EQUAL EMPLOYMENT OPPORTUNITY AND HARASSMENT / EQUAL OPPORTUNITY EMPLOYER / AFFIRMATIVE ACTION STATEMENT**

#### **A. Prohibition on Discrimination**

VDSA desires to be an Equal Opportunity Employer in order to fulfill the citizenship role of the organization.

VDSA strives to make all employment decisions (including decisions about hiring, promotion, transfer, demotion, evaluation, compensation, and termination) without regard to race, color, ethnicity, national origin, sex, sexual orientation, gender identity, marital status, pregnancy, religion, age (age 40 and over), disability, service in the uniformed services, genetic information, or any other classification protected by applicable federal, state, or local law.

#### **B. Affirmative Action**

VDSA takes affirmative action steps to meet its organizational goals of hiring a diverse work force. Supervisors and other members of management will take affirmative action and exert a good faith effort to provide equal employment opportunity and equal treatment in all decisions affecting recruiting, hiring, job assignments, promotions, transfers, training and educational programs, benefits, discipline, overtime, layoffs and recalls, pay and other forms of compensation, and all other terms, conditions, and privileges of employment.

#### **C. Americans with Disability Act**

VDSA believes in prohibiting discrimination against employees with disabilities. The Americans with Disabilities Act (ADA), the Virginia Human Rights Act, and the Virginians

## **SECTION 1: GENERAL (continued)**

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with Disabilities Act (VDA) shape and direct VDSA's policies. The Americans with Disabilities Act prohibits discrimination by employers against qualified individuals with disabilities. The ADA focuses on protection for qualified individuals with disabilities who can perform the essential functions of the job, whether with or without reasonable accommodation. The purpose of the ADA is to ensure that people with physical or mental impairments will have equal employment opportunities, and the chance to develop their careers. The Virginia Human Rights Act prohibits employment practices that discriminate based on disability and the Virginians with Disabilities Act prohibits employment practices that discriminate against qualified individuals with a disability.

The scope of the prohibited discrimination impacts all aspects of employment, including:

- Recruitment, advertising, and job application procedures;
- Hiring, upgrading, promotion, demotion, transfer, layoff, termination, right of job assignments, job classifications, organizational structures, leaves of absence, sick leave, or any other leave;
- Fringe benefits available by virtue of employment, whether or not administered, selection and financial support for training, professional meeting, conference and other related activities, and selection for leaves of absence to pursue training;
- Sponsored activities, such as social and recreational programs; and
- Any other term, condition, or privilege of employment.

In addition to the ADA's general prohibition against discrimination of individuals with disabilities, the ADA also prohibits employers from discriminating against an individual because the individual has a family, business, social, or other relationship or association with a disabled individual.

### **D. Accommodations for Disabilities**

VDSA will make reasonable accommodations for qualified employees or applicants with known disabilities unless doing so would result in an undue hardship or pose a direct threat to the safety of the employee or others. Employees who believe that they may need an accommodation to perform the essential functions of their positions should contact the Executive Director to begin the interactive process. Any information shared for the purpose of securing a reasonable accommodation is considered voluntarily provided and will be held confidential. Employees and applicants will not be subject to adverse treatment for refusal to provide information.

### **E. Accommodations for Religion**

VDSA is dedicated to treating its employees with respect and recognizes the diversity of their religious beliefs. Employees may request an accommodation when their religious beliefs result in a deviation from the organization's dress code or the individual's

## **SECTION 1: GENERAL (continued)**

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schedule, basic job duties, or other aspects of employment. VDSA will consider employee requests but reserves the right to offer its own accommodation to the extent permitted by law. VDSA will consider several factors (including costs, effect of the accommodation on current policies, the burden on operations, and other employees) when determining a reasonable accommodation. VDSA will not question the validity of a person's belief. Employees who believe that they may need an accommodation pursuant to this policy should contact the Executive Director.

### **F. Prohibition on Harassment**

VDSA is committed to providing a work environment that fosters respect and does not permit harassment. Harassment against any person will not be tolerated based on race, color, ethnicity, national origin, sex, sexual orientation, gender identity, gender expression, marital status, pregnancy, religion, age, disability, service in the uniformed services, genetic information, or any other legally protected class. VDSA will not tolerate harassment in any form, whether it is committed by supervisors, employees, or non-employees.

Harassment is conduct that denigrates or shows hostility toward an individual or that creates an intimidating, hostile, or offensive working environment for an employee because of the employee's race, color, ethnicity, national origin, sex, sexual orientation, gender identity, gender expression, marital status, pregnancy, religion, age, disability, service in the uniformed services, genetic information, or other legally protected class. Harassment may include, but is not necessarily limited to, epithets, slurs, jokes, or other verbal, non-verbal, written, visual, or physical conduct based on a protected characteristic.

Sexual harassment includes any unwelcome sexual conduct (including physical contact, sexual advances, requests for sexual favors and other inappropriate communications, or verbal or physical conduct of a sexual nature) that is either made as a condition of employment or that creates an intimidating, offensive or hostile work atmosphere.

Sexual harassment may include (but is not limited to):

- a. Actions that are unwelcome are made a condition of employment or used as the basis for employment decisions (i.e., quid pro quo), such as a request for a date, a sexual favor, or other similar conduct of a sexual nature;
- b. Unwanted or unwelcome physical contact or conduct of any kind, including, patting, pinching, brushing up against, hugging, cornering, kissing, fondling, or any other similar physical contact;
- c. Verbal abuse of a sexual nature, including sexual flirtations, advances, propositions, sexual innuendoes, sexually suggestive, insulting or graphic comments, noises, or sounds;
- d. Sexually explicit, suggestive, or offensive jokes;

## **SECTION 1: GENERAL (continued)**

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- e. Demeaning, insulting, intimidating, or sexually suggestive comments about an individual's dress, body, appearance, or personal life;
- f. The display or distribution in the workplace of demeaning, insulting, intimidating, or sexually suggestive objects or pictures, including nude photographs, drawings, or magazine pictures; and
- g. Demeaning, insulting, intimidating, or sexually suggestive written, recorded, or electronically transmitted messages.

### **G. Prohibition on Violence**

Workplace violence (including bullying) is the exercise or threat of physical force against a worker. Violence may include, but is not limited to:

- a. Physical acts to persons or property;
- b. Any verbal or non-verbal threat, behavior, or action, which can be reasonably interpreted to result in a physical act to persons or property; and
- c. Disruptive behavior that is not reasonably appropriate to the work environment in which it occurs.

### **H. Complaint Procedure**

Employees who believe that they have been discriminated against, harassed, or subjected to violence by a co-worker, supervisor, manager, vendor, client, or third party should promptly report the specific details of the behavior to their direct supervisor or manager using the Grievance Procedure. If an employee finds it difficult or uncomfortable to discuss such a matter with their supervisor or manager, the employee may report the incident directly to the Executive Director. If an employee is making a complaint against the Executive Director, the Board Chair should be notified.

### **I. Investigation and Confidentiality**

VDSA will listen to all complaints of harassment, workplace violence, or discrimination, promptly investigate such complaints, and take appropriate steps to end any offensive behavior. If it is determined that such acts have occurred, VDSA will take appropriate disciplinary action, up to and including discharge of the offending party. Complaints will be kept confidential to the maximum extent possible. Employees are required to cooperate fully with internal and external investigations, audits, or other inquiries that are conducted by the organization.

### **J. Prohibition on Retaliation**

VDSA will not retaliate against any employee because of good faith complaints or because of cooperation with any investigation. Any employee who believes retaliation has

## **SECTION 1: GENERAL (continued)**

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resulted from either the good faith reporting of a complaint or from participation in an investigation should immediately report this to their supervisor or to the Executive Director.

Reporting "in good faith" means making a genuine attempt to provide honest, complete, and accurate information, even if it later proves to be unsubstantiated or mistaken.

### **K. Grievance Procedure**

VDSA recognizes that employees may need to express concerns or complaints in a formal manner after a decision has been made or a complaint has not been addressed in a satisfactory manner. The following procedures will ensure that employees receive a fair and unbiased review of such concerns.

"Grievance" means a complaint or conflict over an alleged violation of an approved human resource policy, procedure, or practice, or of an applicable law or regulation. Employees shall follow this grievance procedure in seeking a resolution:

Conflicts between employees or complaints from employees should be resolved between the individuals or between individuals and their supervisor through discussion. Employees are expected to make a sincere effort to resolve issues at this level. Employees should bring concerns to their supervisors as soon as possible, but not later than five (5) business days after the incident occurs. Employees who have conflicts with their direct supervisors should go directly to the Executive Director.

- a. Executive Director. Matters not settled after exhausting the above prescribed procedures may be brought to the Executive Director. When an employee believes this step is necessary, they shall request a conference with the Executive Director. The outcome of the review by the Executive Director will be final unless new evidence or other circumstances warrant additional review of the complaint.
- b. Except in matters of alleged harassment or other illegal and/or dangerous behavior by the Executive Director, an employee shall first bring the grievance to the Executive Director in writing (if possible, in person) before contacting the Chair of the Board of Directors. The Executive Director should be notified in writing of the employee's intention to contact the Board Chair. The Executive Director may not deny permission for the employee to contact the Board Chair after proper protocol has been followed. Employees shall not take grievances to other board members.

All grievances and requests to meet with each level of management must be made in writing. Grievances should be handled in as expeditious a manner as possible.

## **SECTION 1: GENERAL (continued)**

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### **1.05 TRIAL PERIOD**

All employees are hired subject to a 90-day trial period to allow the employee and the organization to determine if continued employment will be mutually beneficial. Employees who transfer or are promoted from one position to another within the organization are also subject to a 90-day trial period.

Any 90-day trial period may be extended. The employment relationship may be ended prior to or at completion of the trial period. Any extension of benefits to the employee does not indicate an end to the trial period.

Employment with VDSA is based on mutual consent. VDSA recognizes that each employee has elected to work for the organization and is free to end that employment at any time and for any reason. Similarly, the organization has the corresponding right to end the employment of any employee at any time if the organization determines that such action is appropriate. In other words, the employment relationship between the organization and its employee is at-will. This principle applies both during and after the trial period; successful completion of the trial period does not alter this principle.

### **1.06 HIRING POLICY**

All employment practices shall be consistent with applicable laws and regulations, which control the employment relationship.

Employment with VDSA is employment at-will and shall not be for any specific term. Employment may be terminated at any time upon the initiative of either the employee or VDSA. Before the end the employee's Trial Period, the employee will receive a review from their supervisor.

#### **A. Qualifications**

Employees shall possess the necessary educational and occupational qualifications to carry out the responsibilities of their position and will effectively advance the objectives of VDSA. In recognition of VDSA's purpose to serve the needs of Central Virginia's individuals with Down syndrome and their families, and to work cooperatively with others who wish to advance that cause, employees must strive to maintain the goodwill of their colleagues and the public. Employees should also exhibit the desire and capacity to learn, to grow, and to improve.

#### **B. Offers**

All employees shall be furnished with a letter of employment which includes the following: a position description and other pertinent information such as salary/rate of pay, effective hiring date, benefits summary, and any special terms of employment. The job description for any position is subject to change. If the job description changes significantly, the new responsibilities shall be given to the employee in writing.

## **SECTION 1: GENERAL (continued)**

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### **C. Records**

All employees shall complete the appropriate forms and other records necessary to be placed on VDSA's payroll. Evidence of certain information for benefits and other human resource records may be required and copies of such information may be retained by VDSA. All human resource records and other private employee documents are kept in locked files to which only the Finance Director and Executive Director have access.

### **D. Authorization**

New hires are required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with VDSA. Any employee who is not in compliance with this policy will be terminated. An employee who has any changes to their authorization status shall inform the Executive Director immediately.

Any employee authorized to work in this country for a limited period will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by VDSA.

## **SECTION 2: EMPLOYEE CONDUCT**

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### **2.01 STANDARDS OF CONDUCT**

Employees of VDSA are expected and required to maintain high standards of performance and conduct. While it is not possible to list all the types of employee misconduct that can result in discipline, common sense indicates that certain types of misconduct cannot be permitted. The following list includes some (but by no means all) of the types of conduct that can lead to disciplinary measures, up to and including termination of employment:

- Misappropriation or destruction of property of VDSA or of a related organization, or the property of other employees or others interacting with VDSA;
- Abusing, threatening, or intimidating other employees or others interacting with VDSA;
- Use of obscene, disruptive, hostile, or abusive language;
- Insubordination or refusal to perform assigned duties or negligent non-performance of those duties;
- Unauthorized use or possession of weapons, firearms, or explosives on VDSA property;
- Excessive unexcused tardiness or absence, or failure to notify VDSA of tardiness or absence in a timely manner;
- Abuse of paid time off;
- Dishonesty or falsification of VDSA's documents or records, including (but not limited to) time records, human resource records, and employment applications;
- Reporting to work under the influence of marijuana or illegal drugs;
- Reporting to work under the influence of alcohol, or using alcohol, except at sanctioned events;
- Possession, distribution, sale, transfer, or use of illegal drugs at VDSA's offices or while traveling for or representing VDSA;
- Fighting or engaging in horseplay on VDSA property or at any location where you are representing VDSA;
- Accepting money, gifts of more than nominal value, favors, loans, or other special treatment from any supplier, vendor, donor, or lender of VDSA;

- Engaging with community partners or other employees in a rude or discourteous manner;
- Failing to meet performance expectations;
- Conducting excessive personal business during work hours;
- Sexual or other harassment or discrimination;
- Unprofessional, unethical, or unlawful use of VDSA's technology
- Unauthorized disclosure of confidential information; and
- Violation of VDSA's policies.

#### A. Dress Code

VDSA recognizes that the appearance of employees (including dress, grooming, and personal cleanliness) can impact the working dynamic within the office, and with community partners, political leaders, and visitors. VDSA expects employees to make choices about their appearance that uphold VDSA's culture and reputation by presenting themselves in a professional manner.

- a. Business casual attire is expected of all employees. However, these guidelines will be superseded by the guidelines for outside meetings when applicable.
- b. Business professional attire is expected of all employees that will be representing the organization at a community event, meeting, etc. Business professional attire is also expected at VDSA for planned meetings with outside partners.

Employees should consult their supervisor if there are questions about appropriate attire. Supervisors may exercise reasonable discretion to determine whether an employee's appearance is appropriate. Supervisors may send employees home to change if they determine the employee's appearance is in violation of this policy.

#### B. Non-Solicitation & No Distribution

To avoid disruption of business operations and disturbance of employees, visitors, and others, VDSA has implemented a Non-solicitation/Non-distribution Policy. For purposes of this policy, "solicitation" includes, but is not limited to: selling items or services; requesting contributions; and soliciting or seeking to obtain membership in or support for any organization. This policy covers solicitation performed through verbal, written, or electronic communication methods.

Employees are prohibited from soliciting during working time. Working time means time during which either the soliciting employee, or the targeted employee are expected to be engaged with assigned work. Employees may conduct solicitations during lunch period,

coffee breaks, or other authorized nonworking time, so long as the soliciting employee and targeted employee(s) are on authorized nonworking time.

To avoid inappropriate litter, clutter, and safety risks, employees may not distribute non-work-related literature or other items that are non-work-related in working areas at any time. Working areas do not include break areas, rest areas, lunchrooms, or parking lots. Electronic distribution of non-work-related materials is prohibited during work time. Literature that violates the company's equal employment opportunity (EEO) and non-harassment policies (including threats of violence), or is knowingly and recklessly false, is never permitted. Non-employees are not permitted to distribute materials on company premises at any time.

This policy is not intended to restrict the statutory rights of employees, including the right to discuss terms and conditions of employment.

### **C. Safety**

VDSA is committed to preventing workplace violence and to maintaining a safe work environment.

Without proper authorization, firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of VDSA or wherever employees are carrying out job duties.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to the direct supervisor or any other member of management. This includes threats by an employee, community member, vendor, volunteer, or visitor. When reporting a threat of violence, employees should be as specific and detailed as possible.

All suspicious individuals or activities should be reported as soon as possible to a supervisor. Employees should not place themselves in peril. If a commotion or disturbance is seen or heard, employees should not try to intercede, or see what is happening.

VDSA will promptly and thoroughly investigate all reports of threats of and/or actual violence and of suspicious individuals or activities and take appropriate action, VDSA will consider the safety of all employees when responding to such reports.

### **2.02 DISCIPLINE**

VDSA desires to employ people who are willing and able to perform the functions of their jobs in a satisfactory manner, observe the rules and regulations, and devote their time and attention to the work of VDSA during working hours. If an employee fails to follow VDSA policies or procedures or the employee's behavior otherwise interferes with the orderly and efficient operation of VDSA, VDSA may choose to counsel or discipline an employee. This procedure is intended only as a guideline to the commonly accepted steps that could be taken to correct employee misbehavior.

VDSA may discipline or summarily discharge any employee. Each case will be evaluated on its own set of circumstances and include consideration of the nature and gravity of the offense.

Disciplinary action may include, but is not limited to, one or more of the following procedures, which may be omitted at the sole discretion of VDSA: verbal warning, written warning, unpaid suspension of one or more full days, or termination.

VDSA is not required to take any step or sequence of steps in disciplining or terminating an employee.

The presence of this policy does not alter the at-will employment relationship between VDSA and its employees.

## **2.03 ATTENDANCE AND PUNCTUALITY**

### **A. Attendance**

To maintain a productive work environment that is respectful of all employees, employees are expected to be reliable and punctual in reporting for work. Absenteeism and tardiness place an unnecessary burden on other employees and the organization.

When you cannot avoid being late to work or are unable to work as scheduled, notify your supervisor as soon as possible. Failure to report to work or reporting late to work without contacting your supervisor may result in corrective action.

### **B. Teleworking**

VDSA considers teleworking to be a viable, flexible work option when both the employee and the job are suited to such an arrangement. Teleworking is not necessarily appropriate for all employees and jobs. Employees are not entitled to teleworking arrangements. Teleworking is not a companywide benefit, and it does not change the terms and conditions of employment with VDSA.

Teleworking arrangements may be discontinued at any time for any reason. Every effort will be made to provide thirty (30) days' notice of any changes to a teleworking arrangement to accommodate issues that may arise from the termination of such an arrangement. VDSA may implement changes to an arrangement with no notice.

Teleworking arrangements are not designed to replace appropriate childcare. Although an employee's schedule may be modified to accommodate childcare needs, the focus of the arrangement shall be job performance and meeting business demands. Telework opportunities will only be made available when it does not interfere with job responsibilities.

When working under a teleworking arrangement, employees shall:

- Work a full, typical schedule;

- Attend all meetings in a virtual capacity;
- Achieve the same level of productivity as in the office;
- Maintain equivalent availability for communication;
- Be available online and by phone for the duration of the usual workday, minus breaks and rest periods;
- Respond promptly to communication via Teams, email, and phone;
- Communicate consistently regarding workload and status;
- Follow all company procedures and policies; and
- Refrain from using alcohol, marijuana, or illegal drugs.

#### **2.04 DRUG-FREE WORKPLACE**

VDSA is committed to providing a safe, healthy, and drug-free work environment. Therefore, VDSA has established the following policy:

- a. It is a violation of VDSA's policy for any employee to use, possess, sell, buy, transport, trade, offer for sale, or offer to buy illegal drugs or other non-prescribed intoxicants and controlled substances (or paraphernalia associated with such prohibited substances) on company premises, during working hours, while in VDSA-owned or rented cars, or while on the job in any capacity.
- b. It is a violation of VDSA's policy for any employee to report to work or work under the influence of or while impaired by illegal drugs or other non-prescribed intoxicants and controlled substances, or to report to work or work while possessing in the employee's body, blood or urine, any detectable amount of such substances.
- c. It is a violation of VDSA's policy for any employee to use prescription drugs illegally or in a manner inconsistent with the physician's prescribed dosage. It is also a violation of VDSA's policy for an employee to be at work under the influence of prescription drugs which have the effect of impairing the employee's ability to perform job duties in a safe and acceptable manner. However, nothing in this policy precludes the appropriate use of legally prescribed medications that do not cause unsafe or unacceptable job performance.
- d. It is a violation of VDSA's policy for any employee to report to work or work under the influence of or impaired by alcohol or to consume alcohol at work (except during sanctioned events).

- e. It is a violation of VDSA's policy to use or possess tobacco products while on company premises, during working hours, while in VDSA-owned or rented cars, or while on the job in any capacity.

VDSA may exercise discretion in requiring an employee to leave work if it is determined that they are in violation of this policy. VDSA may also take disciplinary actions that it deems necessary for employees in violation of this policy including termination of the employment relationship.

## **2.05 ETHICAL BEHAVIOR AND CONFLICTS OF INTEREST**

### **A. Purpose**

VDSA encourages members of VDSA's Board of Directors, staff (employees and volunteers) of VDSA ("VDSA Persons"), and others to report suspected or actual illegal, unethical or inappropriate behaviors or practices without fear of retribution. This policy is intended to encourage and enable employees and others to raise serious concerns within VDSA prior to seeking resolution outside VDSA.

VDSA expects its employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. Employees of VDSA must act with honesty and integrity and comply with all applicable laws and regulations. It is the responsibility of all employees to report Wrongful Conduct in accordance with this Whistleblower Policy. "Whistleblower" means any VDSA Person who makes a report in accordance with this policy.

### **B. Wrongful Conduct**

"Wrongful Conduct" means a serious violation of VDSA's policy, a violation of applicable state and federal law, reporting false or misleading information to funders, auditors, the Board of Directors or other vital partners, or the use of the organization's property, resources, or authority for personal gain or other non-organization related purpose except as provided under VDSA' policy.

This definition of Wrongful Conduct is not intended to be an all-inclusive listing of the illegal or improper activity encompassed by the Whistleblower Policy. Rather, the Whistleblower Policy is intended to serve as a means of reporting all serious improprieties that potentially impact the integrity and effective operation of VDSA.

### **C. Reporting**

Any VDSA Person who has a good faith concern regarding suspected Wrongful Conduct by VDSA or another VDSA Person should promptly report such concerns to the Executive Director. Any VDSA Person who has a good faith belief that action needs to be taken in order for the organization to be in compliance with laws, policies, or ethical standards should promptly advise the Executive Director of such belief. If the Executive Director is unresponsive, the Whistleblower should report concerns to the Chair of the Board of

Directors. The Whistleblower may report these concerns verbally or in writing, in person, or anonymously.

#### **D. Acting in Good Faith**

Anyone filing a complaint of Wrongful Conduct must be acting in good faith and have reasonable grounds for believing the information disclosed indicates Wrongful Conduct. Any allegations that prove not to be substantiated and which are discovered to have been made maliciously or were known by the reporter to be false will subject the reporter to discipline, including termination of employment.

#### **E. Confidentiality**

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

#### **F. Handling of Reported Wrongful Conduct**

A representative of the Board of Directors will notify the sender and acknowledge receipt of the reported Wrongful Conduct or suspected Wrongful Conduct within five business days, unless such report was submitted anonymously. All reports will be promptly investigated, and appropriate corrective action will be taken if warranted by the investigation.

Any crime against person or property (such as assault, burglary, etc.) will be immediately reported to local law enforcement.

The Whistleblower will receive a report within five (5) business days of the initial report regarding the investigation, disposition, or resolution of the issue. If the investigation of the report, is not to the Whistleblower's satisfaction, he or she has the right to report the event to the appropriate legal or investigative organization.

#### **F. Prohibition on Retaliation**

The Virginia Whistleblower Law prohibits employers from discharging, disciplining, threatening, discriminating against, penalizing, or taking other retaliatory action against employees for any of these reasons:

- The employee or someone acting on their behalf in good faith reports a violation of law;
- A governmental body or law enforcement officer asks the employee to participate in an investigation, hearing, or inquiry;
- The employee refuses to do something illegal; or

- The employee provides information to or testifies in an investigation, hearing, or inquiry regarding an allegation that the employer violated the law.

VDSA will not discharge, threaten, or discriminate against a Whistleblower in any manner for good faith reporting of a perceived wrongdoing, violation of law, breaking of policy, or other unethical or illegal conduct. VDSA will not impose disciplinary measures, up to and including termination, against any Whistleblower who makes such a good faith report. A supervisor who attempts to impose disciplinary measures in contradiction to this policy will be subject to disciplinary measure, up to and including termination.

## **2.06 MANDATORY REPORTING**

Identified employees of VDSA are mandated reporters of suspected child abuse or neglect as well as suspected abuse, neglect, or exploitation of adults with disabilities. As mandated reporters, identified employees will report to Virginia Child Protective Services, the appropriate local Department of Social Services, or the Virginia Adult Protective Services agency, any suspected abuse or neglect.

## **2.07 COMPUTER NETWORK AND INTERNET ACCESS**

VDSA provides all employees with a computer that is part of a secure system that is regularly monitored and maintained with the latest updates and virus protections. To ensure the safety and security of all records, data, and e-mails, employees are not permitted to use personal computers for work-related purposes.

The computer network is the property of VDSA and is to be used for legitimate business purposes. Users are provided access to the computer network and internet to assist them in the performance of their jobs. Employees have a responsibility to use VDSA's computer resources and the internet in a professional, lawful, and ethical manner. Occasional limited appropriate personal use of the computer is permitted if such use does not: (1) interfere with any employee's job performance; (2) have an undue effect on the computer or company network's performance; (3) violate any other policies, provisions, guidelines, or standards of VDSA. Abuse of the computer network or the internet, may result in disciplinary action, including possible termination, and civil and/or criminal liability.

Employees should have no expectation of privacy in anything they create, store, send or receive using the company's computer equipment. VDSA reserves the right to monitor and log all aspects of its computer systems including, but not limited to, monitoring internet sites visited by employees, file downloads, and all communications sent and received by users at any time.

## **2.08 SOCIAL MEDIA**

VDSA respects the right of employees to use social media and is committed to ensuring that the use of such communication serves the integrity and business needs of the organization.

“Social media” should be broadly understood to include Facebook, Twitter, snapchat, YouTube, Pinterest, Instagram, blogs, wikis, microblogs, message boards, chat rooms, electronic newsletters, online forums, social networking sites, and other sites and services that permit users to share information with others in a contemporaneous manner.

#### **A. Use of Social Media**

Employees are responsible for online social media activity. Any employee who chooses to identify themselves as a VDSA employee must include a disclaimer that makes clear that their views are not reflective of the views of the organization. Additionally, employees should conduct themselves professionally and not engage in behavior that could damage the VDSA brand.

Employees should be aware of the effect their actions may have on their images, as well as VDSA’s image. Employees should use their best judgment to avoid posting material that is inappropriate or harmful to VDSA, its employees, or supporters. Although not an exclusive list, some specific examples of prohibited social media conduct include posting commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, or that can create a hostile work environment. Employees are not permitted to use VDSA’s logos or images without permission.

Employees may occasionally access their personal social media accounts at work but must act responsibly and ensure that social media use does not negatively impact productivity.

Subject to applicable law, employees may be subject to disciplinary action or termination for after-hours online activity that violates company policy.

#### **B. Use of VDSA’s Social Media**

Employees are not to publish, post or release any information that is considered confidential or non-public. If there are questions about what is considered confidential or non-public, employees should check with the Executive Director and/or supervisor.

Social media networks, blogs and other types of online content sometimes generate press and media attention or legal questions. Employees should refer these inquiries to the Executive Director.

If employees encounter an antagonistic situation while using social media, they should disengage from the dialogue in a polite manner and seek the advice of a supervisor.

Employees are expected to follow company protocols and procedures before posting on any social media accounts. Employees should get appropriate permission before referring to or posting images of current or former employees, members, and supporters. Employees shall get appropriate permissions to use third party copyrights, copyrighted material, trademarks, service marks, or other intellectual property. Proper citation is required when using secondary information.

Employees must keep VDSA related social media accounts separate from personal accounts.

## **2.09 PERSONAL PROPERTY AND VDSA PROPERTY**

VDSA is not responsible for loss or damage to personal property, including vehicles. Employees should secure personal items, including purses and other valuables, and refrain from leaving personal items in areas where theft might occur.

VDSA's property (including, but not limited to, phones, computers, tablets, desks, workplace areas, or machinery) remains under the control of the organization and is subject to inspection at any time, without notice to any employee and without their presence. Employees should have no expectation of privacy in any of these areas.

The use of VDSA property and equipment is limited to authorized personnel. Employees are expected to demonstrate proper care when using VDSA's property and equipment. No property may be removed from the premises without the proper authorization of management. Employees shall immediately report any loss or damage of any VDSA's property to the Executive Director or their supervisor.

The general appearance of VDSA's facilities is a direct reflection of VDSA. For this reason, all employees are expected to keep office spaces, equipment, and work areas neat and clean. This includes the kitchen, bathrooms, and common areas. All employees will be expected to take responsibility for cleaning the kitchen and other common areas as needed.

## **2.10 USE OF PERSONAL VEHICLES**

All employees required to operate a motor vehicle as part of their employment duties must maintain a valid driver's license, acceptable driving record, and appropriate insurance coverage. VDSA may run a motor vehicle department check to assess employee driving records. Employees shall provide a copy of their current driver's license and insurance coverage for their human resource file. Any changes in an employee's driving record, including, but not limited to, driving infractions or changes to an insurance policy, must be reported to the organization.

If an employee uses a personal vehicle in the course and scope of employment, they may not operate such vehicle while:

- Under the influence of drugs, alcohol, or any other substance that might impair judgment or ability to drive; or
- Texting, emailing, or otherwise using a cell phone or other handheld device without utilizing a hands-free device.

Employees should adhere to all applicable State laws while operating a motor vehicle.

## 2.11 INTELLECTUAL PROPERTY

This policy summarizes VDSA employees' responsibilities as they relate to confidentiality and intellectual property. Intellectual Property is any product of the human intellect and includes any process, software, or programs. The objective of the policy is to further the interests of VDSA and to permit VDSA to comply with its obligations.

### **Ownership of Intellectual Property**

By accepting employment, an employee agrees that VDSA will own all intellectual property that, in its opinion, are made on company time or with company assets, that relate to its business, or that are required to meet its obligations, and that the employee will assist in perfecting and protecting its title to this property.

### **Protection of Confidential Company Information**

During employment at VDSA, employees may have access to its confidential information. Employees should maintain such information in confidence and use such information only in the interest of VDSA.

The employee may use or disclose information learned or acquired through association with VDSA only for the performance of their job or as otherwise permitted by law. Care must be taken to keep confidential any information that is:

- Potentially damaging to the organization.
- Information received under an express or implied secrecy obligation.
- Information received from third parties outside VDSA.

Confidential company information is just for VDSA's use and is not intended for distribution outside the company. Distribution of such information requires both a need to know and a right to know the information requested.

Information acquired by an employee in the course of employment with VDSA must not be used for the employee's individual benefit. Access to VDSA's confidential information does not carry with it personal benefit or advantage to employees but imposes an obligation on every employee to keep such information confidential and to use it solely in the interest of VDSA.

When in doubt, the employee should treat information acquired in the course of employment at VDSA in the strictest confidence and consult Executive Director for clarification.

## **SECTION 3: TIME AWAY FROM WORK**

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### **3.01 HOLIDAYS**

VDSA traditionally closes on the following holidays:

New Year's Day	Martin Luther King, Jr. Day
Memorial Day	Juneteenth
Independence Day	Labor Day
Thanksgiving Day	Friday after Thanksgiving
Christmas Eve	Christmas Day
New Year's Eve	Floating Holiday

When a holiday falls on a Saturday, the holiday will be observed the preceding Friday. A holiday falling on a Sunday will be observed the following Monday. The floating holiday can be used on any additional day the employee chooses. If an employee would like to switch a holiday listed above for a different holiday that aligns with their personal preference, then they can request to make the holiday a floating holiday to do so. This must be approved by their supervisor at least 1 week prior to the holiday for planning purposes.

Part-Time employees qualify for a percentage of holiday pay. Holiday pay will be prorated at a percentage of regularly scheduled work hours. (For example: part-time employees who are regularly scheduled at twenty-five (25) hours per week will receive five (5) hours of holiday pay on the designated holiday).

### **3.02 PAID TIME OFF**

#### **A. Purpose**

VDSA believes it is beneficial to the employee that paid time off ("PTO") be taken annually. Employees shall schedule supervisor-approved PTO during periods that best suit job responsibilities.

This time is to be used for time off, sick time, family illness, and all other time away from the office not specifically covered elsewhere in the policy. There is no waiting time before an employee becomes eligible for PTO. Employees are not permitted to take more vacation than they have accrued if that amount would not be recoverable from their final paycheck.

## **B. Accrual**

Employees begin accruing PTO from their date of hire. PTO is allotted on the first day of the month. Unpaid leaves of absence taken do not count towards PTO accrual. Office holidays are not considered PTO.

Full-time employees are eligible for up to twenty (20) days of PTO each calendar year. Full time employees accrue one and a half (1.67) days of PTO per month. PTO may be used in any increment of hours.

All full-time employees earn an additional week of paid time off for each five-year increment of continuous employment. (For example, full-time employees would have a total of twenty-five (25) days of PTO beginning in their sixth year of employment.) This additional week will be prorated for the year containing each five-year increment anniversary with the full week provided beginning January 1 of the year following the anniversary.

Part-time employees will have a PTO allowance equal to the percent of full-time employment they regularly work.

## **C. Requesting PTO**

When PTO can be planned, employees must submit a request for leave and the employee's supervisor may exercise discretion in approving the requested dates. For illness or other absences where the need for PTO is not known in advance, a request for leave should be completed no more than two (2) business days following the employee's return. Employees may be required to provide documentation of any medical or other excuse for being absent or late, where permitted by applicable law.

Employees may not take vacation or unpaid leave without prior approval from the Executive Director the week before or the day of any of VDSA's major events listed below:

Step up for Down Syndrome RVA  
Holiday Party RVA  
Education Conference

## **D. Exempt Employees**

Occasional absences from work of no more than four (4) hours duration that do not substantively interrupt the flow of work will not be charged to PTO for exempt employees.

## **E. PTO Balance**

Employees may carry no more than five (5) days to the next year without the approval of the Executive Director (or for the Executive Director, the approval of the Board Chair). At the end of the year, any PTO remaining over the five (5) days that can be carried forward to the next year can be moved to a Catastrophic Illness Bank.

The Executive Director shall maintain a record of PTO earned and used, submit an annual summary to the Finance Director, and update each employee's human resource file.

#### **F. Catastrophic Illness Bank**

Employees may use the days in their Catastrophic Illness Bank if they are out of work due to illness or other family emergency for greater than three (3) days. The first three (3) days out of work should be charged against PTO, if any time is available. If no PTO is available, the first three (3) days will be unpaid leave.

Accrued time in the Catastrophic Illness Bank may also be used to pay for FMLA time as applicable.

#### **G. Donating Time Off**

Employees may donate PTO or accrued time from their Catastrophic Illness Bank on an hour-for-hour basis (regardless of differing pay scales), to another employee who is on approved family leave, medical leave, personal leave, bereavement leave, or leave of absence and meets any of these qualifications:

- Has exhausted PTO
- Has experienced catastrophic illness, injury or loss affecting the employee or an eligible person;

Participation is entirely voluntary. Once given, the donation is irrevocable. Donations are anonymous. The employee donating time must have adequate leave to cover the donation and is encouraged not to deplete their own PTO below forty (40) hours. The employee receiving the donation will not be credited with time off that exceeds the number of hours needed to ensure continuance of the employee's regular salary during the period of the approved catastrophic leave.

### **3.03 PARENTAL LEAVE AND FAMILY LEAVE**

#### **A. Parental Leave**

All full-time employees who have been employed by VDSA at least six (6) months are eligible for paid leave of up to sixty (60) working days to be used following the birth or adoption of a child. The Parental Leave payment must be used within the first year after the birth or adoption of a child.

All full-time employees who have been employed by VDSA at least six months are eligible for paid leave of up to thirty (30) working days each year to be used following a new foster care or kinship care placement. The Parental Leave payment must be used within the first year after the placement of a child.

Parental Leave is taken in conjunction with, not in addition to FMLA leave. Employee benefits will continue during the Parental Leave period.

An employee taking Parental Leave agrees to return to work for VDSA for a minimum of six (6) months following their paid leave. If an employee does not return and complete six (6) months of work for VDSA following Parental Leave, the employee shall reimburse VDSA for their salary and benefits during the time of leave on a prorated basis. VDSA retains the right to waive this policy when the health of the parent or child would be at risk by the parent returning to work.

Part-time employees will have a Parental Leave allowance equal to the percent of full-time employment they regularly work.

Employees are expected to create a Parental Leave Plan to ensure business operations continue in their absence.

## **B. Family Medical Leave Act**

Although not required by law, VDSA chooses to extend the protection of the Family Medical Leave Act (FMLA) to employees. The FMLA entitles eligible employees to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Employees who take leave under FMLA will not be paid for that time unless they have accrued benefits under VDSA's Paid Time Off policy.

To be eligible for FMLA, an employee must have been employed by VDSA for at least one (1) year.

## **C. Reasons for Leave**

Eligible employees are entitled to twelve (12) workweeks of leave in a twelve-month period for:

- the birth of a child and to care for the newborn child within one (1) year of birth;
- the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
- to care for the employee's spouse, child, or parent who has a serious health condition;
- a serious health condition that makes the employee unable to perform the essential functions of their job;
- any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty."

#### **D. Amount and Duration of Leave**

An eligible employee is entitled to take up to twelve (12) weeks of FMLA leave during a twelve-month period. The twelve-month period begins on the first day the eligible employee takes FMLA leave and ends twelve months after that date.

#### **E. Certification for FMLA**

For FMLA granted for a serious health condition, for the serious health condition of a spouse, son, daughter, or parent, for the qualifying exigency for military family leave, or for the serious injury or illness of a covered service member for military family leave, employees must present proper certification.

Proper certification must state the date on which the health condition commenced, the probable duration of the condition, and the appropriate medical facts regarding the condition. If the employee has a serious health condition, the certification must state that the employee cannot perform the functions of the job. The certification for medical leave must be issued by a health care provider. If the FMLA is for military family leave, the certification must state the date on which the active duty begins and the anticipated return date. Military leave must provide certification from the appropriate military supervisor.

*If an employee fails to provide the required information and medical certification, VDSA will not be able to designate the absence as FMLA leave and the employee will not have the FMLA protections and continuation of benefits under FMLA.*

#### **F. Requesting Leave**

To request leave, the employee must meet with the Executive Director. The employee must also notify their supervisor of their plan to request leave.

If the employee intends to take FMLA because of an expected birth or placement, because of a planned medical treatment, or anticipated call to active duty, the employee must discuss with the Executive Director at least thirty (30) days before the intended leave is to begin. If leave is to begin within thirty (30) days, the employee must give notice to the supervisor and to the Executive Director as quickly as possible.

#### **G. Restoration to Employment Following Leave**

An employee eligible for FMLA will be restored to their old position or to a position with equivalent pay, benefits, and other terms and conditions of employment. The organization cannot guarantee that an employee will be returned to his or her original job. A determination as to whether a position is an "equivalent position" will be made by the EXECUTIVE DIRECTOR. With leaves of absence exceeding twelve (12) weeks, there is no guarantee of employment upon return. Further, VDSA reserves the right to deny reinstatement of a "key employee" as defined by law if such denial is necessary to prevent "substantial and grievous economic injury" to VDSA's operations.

### **3.04 JURY DUTY AND WITNESS DUTY LEAVE**

VDSA will not terminate, discipline, threaten, or otherwise penalize an employee who is required to miss work to serve on a jury. Employees are required to submit written documentation from the court that they have been selected for jury duty. The employee must further submit documentation for each day served for the absence to be noted as excused. Employees are expected to be at work on any day (full or partial) that they are not required for active jury duty service. Employees scheduled to work on a required jury day will receive their regular pay and may retain the monies paid by the court system.

The organization will not retaliate against employees who request or take leave in accordance with this policy.

### **3.05 VICTIM LEAVE**

VDSA will not terminate, discipline, threaten, or otherwise penalize an employee who misses work to attend a criminal proceeding at which the employee is the victim of a crime. Criminal proceedings are proceedings at which the victim has the right or opportunity to appear involving a crime against the victim, including the following:

- The initial appearance of the person suspected of committing the criminal offense against the victim;
- Any proceeding in which the court considers the post-arrest release of the person accused of committing a criminal offense against the victim or the conditions of that release;
- Any proceeding in which a negotiated plea for the person accused of committing the criminal offense against the victim will be presented to the court;
- Any sentencing proceeding;
- Any proceeding in which post-conviction release from confinement is considered;
- Any probation revocation disposition proceeding or any proceeding in which the court is requested to terminate the probation of a person who is convicted of committing a criminal offense against the victim; or
- Any proceeding in which the court is requested to modify the terms of probation or intensive probation of a person if the modification will substantially affect the person's contact with or safety of the victim or if the modification involves restitution or incarceration status.

Employees are eligible for leave under this policy if the employee:

- Has suffered physical, psychological, or economic harm as a direct result of the commission of a felony or of assault and battery, stalking, sexual battery, attempted sexual battery, maiming or driving while intoxicated;

- Is the spouse or child of the victim;
- Is the parent or legal guardian of the victim; or
- Is the spouse, parent, sibling, or legal guardian of a victim who is physically or mentally incapacitated or was a homicide victim.

Employees are not eligible for leave if the employee committed the crime or is the relative or guardian of an individual who committed the crime.

Prior to taking leave, employees must provide their supervisors with a copy of the form provided by the applicable law enforcement agency and, if applicable, a copy of the notice of each scheduled criminal proceeding. The organization may limit the leave provided under this policy if the leave creates an undue hardship.

Leave under this policy is without pay. Wages of exempt employees will not be reduced for a partial week's absence in accordance with this policy. Employees may use accrued PTO.

### **3.06 MILITARY LEAVE**

VDSA complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA; with amendments) and all applicable state law. Employees must submit documentation of the need for leave to the Executive Director. Employees returning from military leave of absence will be reinstated to their previous position or a similar position, in accordance with state and federal law. Employees must notify the Executive Director of an intent to return to employment based on requirements of the law.

Employees may use PTO for military service. If PTO is not used, time off for military service shall be without pay from VDSA. PTO does not accrue while an employee is on military leave.

### **3.07 VOTING TIME OFF AND ELECTION LEAVE**

Employees who require time off from work to vote should make a reasonable request for time off from their supervisor. Supervisors may exercise discretion when determining the appropriate time and amount of time off for employees to vote. All supervisors shall make determinations that are consistent with applicable legal requirements.

### **3.08 BEREAVEMENT LEAVE**

VDSA recognizes the importance of taking leave when there is a death in the family. An employee who wishes to take time off due to the death of an immediate family member should notify their supervisor as soon as possible. If the employee leaves work early on the day notified of the death, that day will not count as bereavement leave.

An employee is allowed up to three (3) consecutive days of leave from regularly scheduled work with regular pay if there is a death in the employee's immediate family. Immediate family means partners, parents, partner's parents, children, children's partners, siblings, siblings' partners, or any individual whose close association with the employee is the equivalent of an immediate family relationship. This leave will also be extended for pregnancy losses of an employee or their partner. Employees are allowed one day off from regularly scheduled duty with regular pay in the event of death of non-immediate family member or any individual whose close association with the employee is equivalent of a family relationship.

Employees may, with supervisor approval, use accrued PTO for additional time off. Employees may be required to provide documentation regarding bereavement leave.

### **3.09 PERSONAL LEAVE WITHOUT PAY**

#### **A. Leave of Absence**

VDSA intends for its paid leave policies to cover most needs for time off. If unpaid leave is warranted, employees are required to use all paid leave before leave without pay will be considered. There are occasions when the best interest of VDSA and/or the employee will be served by retaining an employee on the employment rolls during an absence from work. Any such absence should not result in a significant additional expense or disruption of VDSA's operations. The following provisions outline situations where absences from work may be approved.

- Administrative Leave - VDSA may temporarily place an employee on administrative leave, with or without pay, if VDSA believes it is in the best interest of the organization or the employee. The EXECUTIVE DIRECTOR has the sole authority to place employees on administrative leave.
- Short Leave - A leave of absence for up to twenty (20) working days, without pay, may be granted with the advance approval of the EXECUTIVE DIRECTOR. Benefits may be continued during this period at the employee's expense.

### **3.10 SEPARATIONS OF EMPLOYMENT**

Upon separation of employment, employees shall return all property issued during employment (keys, training manuals, laptops, etc.) to their direct supervisor or the Executive Director.

#### **A. Voluntary Separation**

Resignation is a decision freely made by an employee to terminate his or her working relationship with VDSA. Resigning employees shall provide a written resignation to VDSA. Employees are required to provide notice at least fifteen (15) working days before

resigning. The Executive Director may accept the resignation as effective immediately without any continuation of pay.

## **B. Involuntary Separation**

Employment and compensation with VDSA is at-will. VDSA or employees can terminate the employment relationship with or without cause, and with or without notice, except as otherwise provided by law. However, to enhance employment relationships and in the spirit of mutual respect, it is the intent of VDSA to adhere to the following procedures in this policy whenever possible.

Involuntary separation means a decision by VDSA to end the employment relationship between an employee and VDSA. Involuntary separations are classified as either a reduction in work force or other involuntary separation.

- Reduction in Work Force - Involuntary separation may be imposed upon employees because of economic necessity, operational changes, program changes, re-organization or other reasons which require a reduction in the present work force. When such a reduction is necessary, the employee's job performance will be considered. All employees who have been employed for at least one (1) year shall be given a minimum of thirty (30) days' notice and will be paid for that time, unless the employee resigns before the end of the thirty (30) days.
- Other Involuntary Separation - An employee may be involuntarily separated with or without cause. In this event the employee shall be advised concerning the reasons for the termination. All dismissals will be at the discretion of the Executive Director.

## **C. Reconciliation of PTO**

The employee will receive pay for accrued but unused current-year PTO in their last paycheck. If a terminated employee has taken more PTO days in the present calendar year than would be due to the employee after pro-rating his or her employment during the calendar year, the employee's last paycheck shall be debited the appropriate amount.

Days in an employee's Catastrophic Illness Bank will not be paid upon termination of employment.

## **SECTION 4: WAGES AND HOURS**

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### **4.01 SCHEDULES**

The direct supervisor is responsible for approving and supervising the work schedule of all employees. All such schedules shall be governed by applicable laws and the needs of VDSA. It is expected that employees may be required to work evening or weekend hours. Some positions require travel and may include overnight stays.

#### **4.02 ABSENCES**

Employees who work less than forty (40) hours during their first or last week of employment will be paid a proportionate amount of their full salary for the time worked.

#### **4.03 PAYROLL DEDUCTIONS**

VDSA's employee salaries will be reduced for certain types of deductions, in accordance with the organization's policies and applicable state and federal laws. These deductions may include, but are not limited to, the following:

- State, federal, and/or local taxes; and
- Social Security.

Employees who believe that they have been subject to an improper deduction should immediately contact the Executive Director so that the matter may be investigated and promptly resolved.

#### **4.04 OVERTIME (NON-EXEMPT STAFF)**

Employees will be paid at the applicable overtime rate (one and a half (1.5) times regular pay) for any qualifying overtime hours worked. Overtime is paid one (1) pay period in arrears. Overtime hours must be approved in advance. Failure to obtain approval before working overtime hours may result in disciplinary action.

#### **4.05 TRAVEL**

Travel time to and from an employee's home and their regular work site should not be recorded as hours worked and is not compensated. However, time spent traveling for work should be recorded as hours worked and will be compensated accordingly. VDSA acknowledges that there are different modes of transportation available with differing durations of travel. If employees make a personal decision to travel out of town via transportation that requires longer-duration travel time than other available modes of transportation for any reason other than being required to do so by the organization, VDSA reserves the right to compensate employees for the hours that would have been required to travel by the quicker travel mode.

An employee must secure written authorization from his or her supervisor prior to making out-of-town travel arrangements. Reasonable expenses incurred while on authorized trips may be reimbursed in accordance with VDSA's Expense Reimbursement Policy

#### **4.06 EXPENSE REIMBURSEMENT**

VDSA may reimburse reasonable expenses incurred during authorized out-of-town travel. Reasonable expenses include:

- a. Travel expenses, including fares, meals, and lodging. VDSA employees are expected to select the most affordable mode of transportation consistent with reasonable comfort and convenience. At times, employees will be expected to use their own personal vehicle. Mileage reimbursement along with parking costs and tolls will be made according to the current IRS allowance.
- b. Employees are allotted a per diem. The travel reimbursement form outlines the reimbursable expenses at a rate of \$10 for breakfast, \$15 for lunch, and \$25 for dinner, not to exceed \$50 per day for meals. The employee will pay any expenses exceeding this limit. Under no circumstances will VDSA reimburse expenses for alcoholic beverages. Meals occurred at an out of town conference will be reimbursed at the conference rate of \$13 for breakfast, \$22 for lunch, and \$35 for dinner. VDSA recognizes that conferences are usually held in Urban areas with higher cost of living and reimburses accordingly. Any expense covered as a part of the conference or hotel will not be reimbursable as a part of the per diem.
- c. Attendance at conferences, seminars, and conventions (including travel expenses, meals, rooms, and registration fees).
- d. Membership dues and meals in a service club, professional society, or community organization where such membership is deemed advantageous to VDSA's interests.

All employees desiring travel advances or reimbursement for personal funds expended on VDSA's business must submit a reimbursement form to the Executive Director. All expenses must be recorded on the appropriate form with supporting documentation (i.e., receipts). All expenses should be reported to the Executive Director no later than the 5th business day of the month following the date the expense was incurred.

#### **4.07 ADDITIONAL INCOME AND FEES FOR SERVICES**

VDSA understands that employees may wish to seek outside employment, including an ownership interest in an outside business. Employees may wish to pursue an opportunity to join a board of directors, make a speech or presentation, or publish an article or book. In many cases, these activities are permissible and would have no impact on VDSA or its clients. In some cases, such outside activities could impact an employee's availability for work or otherwise negatively affect VDSA. Therefore, employees must notify their supervisor in advance of any outside opportunity and follow this policy before undertaking such activities.

Employees are not permitted to, directly or indirectly, and whether on their own or through a business in which the employee or the employee's partner has an ownership interest, do work for VDSA as an outside vendor or independent contractor. VDSA will apply discretion in determining whether the organization will use services supplied by a business in which the employee's partner has an ownership interest. VDSA will conduct a conflict of interest check, if appropriate, to determine whether to approve the employee

undertaking this activity. Approval shall be at the sole discretion of VDSA and may be withdrawn or modified at a future time.

Before accepting an appointment to a board of directors, engagement to make a speech, presentation, or public appearance, or authorship of a book or article, employees must notify their supervisor and seek approval to ensure that this activity would not pose an ethical conflict or have an adverse effect on VDSA. If the employee will be paid any compensation, fee or honorarium, other than reimbursement of actual expenses, the employee must notify their supervisor in advance so that the organization can determine whether such funds would be owed to the organization or would belong to the employee. Depending on such determinations, tax consequences may need to be determined. If the employee receives approval to engage in outside activity and retains any compensation earned from such activity, the employee cannot use the organization's time, resources, or information in performing the activity. The employee cannot use the organization's name, except when listing their employment with the organization in a biographical profile with a disclaimer making clear that their activity is not undertaken on behalf of the organization and that the content of the activity does not represent the views or opinions of the organization.

#### **4.08 FLEXTIME (NON-EXEMPT EMPLOYEES)**

VDSA recognizes that there are times when non-exempt employees must work outside of the regular hours of business. Flextime arrangements allow employees to alter the start and end times of their workdays around the normal workweek schedule. Flextime does not reduce the total number of hours required in a workweek.

The standard workweek is typically eight (8) hours per day on five (5) consecutive days from 8:00 a.m. to 5:00 p.m. with one (1) hour for a meal period.

A flextime arrangement is not appropriate for all positions, or in all settings, or for all employees. A flextime arrangement should not negatively affect the workload or productivity of coworkers either by shifting burdens or creating delays and additional steps in the workflow.

If more employees request flextime arrangements than VDSA can reasonably manage, the Executive Director shall respond to requests that are equitable to all employees and in the best interest of VDSA. Among the measures that might be adopted are rotating turns between employees, staggering schedules or establishing core work hours.

The employee should initiate a request for a flextime arrangement by submitting the request in writing to the direct supervisor, who will discuss potential conflicts with the Executive Director.

Flextime arrangements shall be initiated on a trial basis and may be discontinued at any time at the request of either the employee or supervisor. VDSA reserves the right to immediately suspend the arrangement in the event of unanticipated circumstances regarding employee performance or operational need.

#### **4.09 PAY SCHEDULE**

Pay dates are every other Friday for all VDSA employees. If a pay date falls on a holiday, employees will be paid on the preceding workday. If a pay date falls on a Saturday or Sunday, employees will be paid on the preceding Friday. Special provisions may be required from time to time if holidays fall on pay dates. Employees should check with their supervisor if this type of date arises.

Employees are responsible for reviewing paychecks for accuracy. An employee who believes their paycheck is inaccurate should report the suspected inaccuracy to the Executive Director immediately.

#### **4.10 SALARY INCREASES**

Individual salaries will be reviewed annually, as part of the employee review process. Increases will be determined based on merit and cost of living, using compensation guidelines and the availability of funds. A Payroll Action Sheet will be completed by the supervisor and submitted to the Executive Director for approval. A signed copy will be placed in each employee's personnel file.

### **SECTION 5: OTHER POLICIES**

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#### **5.01 EMPLOYMENT OF RELATIVES**

Relatives of employees (spouses, parents, children, siblings, or partners) or board members, may not be employed in any position unless the Executive Director grants a specific and limited exception.

#### **5.02 INCLEMENT WEATHER**

The Executive Director will make the official judgment as to whether the office will remain open on days of inclement weather. Should the office be closed by the Executive Director to inclement weather or any other reason, employees will be expected to complete their workday from home. If an employee chooses not to complete their workday at home, they will be expected to use PTO for the remainder of the day.

#### **5.03 WORKERS' COMPENSATION**

Workers' compensation is a no-fault system that provides compensation for medical expenses and wage losses to employees who are injured or who become ill because of employment.

VDSA pays the entire cost of workers' compensation insurance. The insurance provides coverage for related medical and rehabilitation expenses and a portion of lost wages to employees who sustain an injury on the job.

VDSA abides by all Virginia workers' compensation laws and regulations.

If an employee sustains a job-related injury or illness, the employee should immediately notify his or her supervisor or the Executive Director. Employees will be asked to complete an incident report. If an employee is unable to complete the form, then either a witness or the supervisor will complete the form with input from the employee. This form will be given to the Executive Director who will file the claim with the insurance company.

The Executive Director will direct employees to the appropriate medical offices for care. Employees experiencing a medical emergency should report to the nearest emergency room.

Workers' compensation benefits (paid or unpaid) will run concurrently with FMLA leave, if applicable.

#### **5.04 EMPLOYEE DEVELOPMENT**

VDSA supports continuous learning and professional development activities that contribute to the organization's vision and strategic objectives and assist the organization in fulfilling its present and future workforce needs. VDSA recognizes that quality of work is related to continuing career growth and training opportunities for employees. Each employee's supervisor shall endeavor to provide developmental opportunities for employees, subject to budgetary constraints.

Employees will be encouraged and assisted by VDSA to further their growth through academic and training experiences designed to improve competency and performance of position responsibilities. Employees should develop and update their professional development plan (including implementation strategies) annually and review the plan with their direct supervisor.

To qualify for participation in organizationally sponsored professional development opportunities, employees must have at least six (6) months of employment with the organization. Professional development opportunities are subject to the availability of funds allocated in the annual budget to such opportunities. Allocation of professional development opportunities will be based on educational and developmental needs and are provided at the discretion of the organization.

Time off may be granted without use of PTO for employees who pay for continuing education if the educational activity is in alignment with a professional position and furthers learning that will enhance the employee's work. Up to three (3) days in a calendar year may be approved for professional development activities. In certain circumstances up to five (5) days may be approved. Mileage will not be approved for professional development trainings that are not required by the organization.

#### **5.05 BREASTFEEDING AND FAMILY FRIENDLY WORK ENVIRONMENT**

VDSA strives to offer a family-friendly work environment that understands and supports the family responsibilities of employees.

VDSA will allow newborns to remain with their mother at work for the first six (6) months provided it does not interfere with job responsibilities. VDSA will take reasonable steps to accommodate mothers who wish to express breast milk during the workday when separated from their children. Any employee who is breastfeeding will be provided reasonable break times to express breast milk. While VDSA does not have a designated breastfeeding room, employees may request the use of a private office whenever there is need.

Refrigeration for the storage of breast milk is available. Any breast milk stored in the refrigerator must be labeled with the name of the employee and the date of expression. Employees storing milk in the refrigerator assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage, refrigeration, and tampering.

## **5.06 PERFORMANCE REVIEW**

Job performance reviews shall be conducted for the purpose of evaluating an employee's performance, assisting the employee's continued growth and development, and ensuring that the goals and objectives of VDSA are being met. Consistent with this goal, the organization will review employee performance on an ongoing basis and provide employees with an annual written evaluation.

All written evaluations will include a review of overall performance in relation to job responsibilities, individual work plans and organizational goals. Evaluations will also incorporate adherence to company values, conduct and attendance. In addition to regular performance evaluations, supervisors may conduct special written performance evaluations at any time to advise employees of performance or disciplinary problems.

### **A. The Work Plan**

Goals for the upcoming year should be set by November of the current year by the employee and their supervisor. Mid-year progress notes should be completed by the supervisor in June. End-of-year evaluations should be completed before or during November.

### **B. Supervisor and Self Performance Review**

The supervisor and employee will complete the review documents independently. The supervisor and employee will then meet to discuss the form and any required changes.

### **C. Peer Reviews**

Supervisors will gather feedback on the employee from peers. This feedback will be aggregated and given anonymously to the employee.

#### **D. Written Evaluation**

All information will be aggregated and reviewed with the employee by the supervisor and/or Executive Director. The signature of the employee on each form will attest that the evaluation has been discussed with the employee but shall not necessarily imply concurrence with the evaluation. Employees completed written comments pertaining to their performance review will be inserted into their human resource file with the aggregated feedback.

#### **E. EXECUTIVE DIRECTOR Review**

Annually, the Executive Director will undergo an annual review that offers employees and board members the opportunity to give feedback. An annual written job performance evaluation of the Executive Director will be completed by the Executive Committee of the Board of Directors. The Board President will meet with the Executive Director to review the written evaluation. The evaluation will then be shared with the Board of Directors.

#### **5.07 PERSONAL EXPRESSION**

Employees are free to exercise their full liberties as citizens, including the right to express their personal convictions on social, economic, religious, and political issues. Employees must take reasonable measures to clarify when they are acting as citizens and not as employees of VDSA and must refrain from giving the impression that views expressed, and positions taken are those of either VDSA or their co-workers. These measures include, but are not limited to, acting on personal time and refraining from use of VDSA telephones, email, office equipment, letterhead, and signature/title.

#### **5.08 REQUEST FOR REFERENCES**

Departing employees are asked to sign a release authorizing VDSA to provide a reference. Request for references will be forwarded to the supervisor.

Absent a signed release or letter, VDSA, will only verify time of employment and confirm salary levels.

## VDSA's EMPLOYEE HANDBOOK ACKNOWLEDGMENT FORM

By signing this Acknowledgement Form, I hereby acknowledge that I have received the Employee Handbook, I have read it and am familiar with its terms. I understand that the purpose of this Employee Handbook is to help employees understand the employment practices of the Virginia Down Syndrome Association, but I also understand that **NEITHER THIS HANDBOOK NOR ANY PROVISION OF THIS HANDBOOK CONSTITUTES AN EMPLOYMENT CONTRACT OR ANY OTHER TYPE OF CONTRACT.**

I understand that the policies contained in this Employee Handbook may be changed at any time by a recommendation by the Executive Director or the Executive Committee. I understand that my employment with VDSA may not always be governed by the procedures and policies in this Handbook.

By signing below, I also confirm the following:

- I have received a copy of VDSA's Employee Handbook. I understand that this policy supersedes all other versions of organization policy, whether written or verbal, and that the policies, rules, and benefits described in the Handbook are subject to change at the sole discretion of VDSA at any time.
- I further understand that my employment may be terminated at-will, either by myself or VDSA, regardless of the length of my employment or the granting of benefits of any kind.
- I understand that no contract of employment has been expressed or implied, and that no circumstances arising out of my employment will alter my at-will employment relationship.
- I am aware that during my employment, confidential information will be made available to me. I understand that this information is critical to the success of VDSA and must not be given out or used outside of the organization's premises or with non-VDSA employees. In the event of termination of employment, whether voluntary or involuntary, I hereby agree not to utilize or exploit this information with any individual or organization.
- I understand that my signature below indicates that I have read and understand the terms of the Employee Handbook/Policy including the above statements and will comply with the policies contained within this handbook and any revisions made to it.

October 15, 2025  
Date

Ann-Gene Grubel  
Employee Signature

Ann Gene Grubel  
Employee Printed Name