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Policies and Procedures for JudyGails Place



Program Administration

Business decisions about program administration will be determined by the executive board while decisions about day to day operations will be determined and overseen by the Executive Director (ED).

Mission of JudyGails Place

Inspiring NM families who have escaped domestic violence to embrace wholeness, by providing for their transitional needs.

The organization will provide for these needs in compliance with most recent executive board approved conflict of interest policies. (See JGP.fm “Conflict of Interest Policy” on page 41.)

Fund distribution to provide services must comply with previously approved fund distribution policies (See JGP.fm “Money Handling” on page 24.)

JudyGails Place is a non-profit organization that supports New Mexico families who have escaped from a violent partner. JudyGails Place networks with community members to provide resources that ensure families have access to thriving futures that reach far beyond surviving.

Provided services will not lead to ongoing dependence on JudyGails Place nor any representative for survival or basic needs.

JudyGails Representatives

Representatives include paid staff, non-paid staff, volunteers, board members and any type of hired contractor or representative.

Any representative for JudyGails Place will make decisions and continue to operate with the ultimate goal of providing for transitional needs and services for families who are transitioning after domestic violence.

Professional Services

Legal representation or legal advice only provided by licensed attorneys.

Mental health care provided by licensed counselor or therapist.

Ongoing therapeutic or health needs provided by licensed professionals.

When staff, clients or any other individual is in harms way

When property is considered in danger

In any situation where staff or volunteers feel uncomfortable providing services

Liability

All court orders for protection, child welfare or conflict of interest will be honored by JudyGails Place and all representatives.

All volunteers, staff, board members and representatives will be covered by liability insurance provided by a licensed facility with all monthly fees for this protection paid for directly by JudyGails Place.

JudyGails Place will hold clients, volunteers, staff and all representatives solely responsible for any committed illegal or criminal actions even if presenting themselves on behalf of JudyGails Place.

Use of Facilities

JudyGails Place will use facilities supported by other organizations including some faith based facilities, but use of these facilities is not a reflection of the views or perspectives of JudyGails Place.

JudyGails Place will share space with organizations but the views of these organizations are not a reflection of the views or perspectives of JudyGails Place.

JudyGails Staff Objectives

All staff must always focus on the requests of the client and provide services designed to help them obtain their own long term goals.

Services can be recommended, but under no circumstances will specific services will be required by any JudyGails representative.

Conflict Resolution

If at any time a staff member is uncomfortable serving a specific client, they are free to document that they can't be utilized to provide aid to the client and this request will be honored even if it means that the client will not receive services from JudyGails Place.

Staff is encouraged to call authorities if they are threatened verbally or physically for representing JudyGails Place in public or on private property.

Staff is encouraged to press formal charges for any physical harm they are caused by clients or any direct relation to clients.

Client Safety

No staff will disclose the location of residence for any client to any person or organization for any reason without consent and the intended purpose of the disclosure in writing from the client.

The staff will not use abusive language towards any client or JudyGails representative at any time.

The staff will not use physical violence towards any client or JudyGails representative at any time. (See JGP.fm "NON VIOLENCE AGREEMENT" on page 51.)

The staff will not use financial information provided by clients with the intention of receiving aid for personal gain in any form.

The staff will be prosecuted to the full extent of the law if they exploit clients for personal use or gain at any time in the future.

Any staff member working with any minor children as a representative of JudyGails Place is required to have a clear background completed every 2 years.

Background Checks

If the background check is not completed, then staff will be placed on non-paid leave for 30 days.

If a background check is not completed within designated time-frame individual will be terminated.

If the background check shows criminal offenses causing harm to minors, the staff member will be immediately terminated. (See JGP.fm “Working with Minors Policy” on page 45.)

If the background check identifies areas of dishonesty in application process, the staff member will be terminated.

If the background check identifies any areas of concern the ED will discuss the concerns with board members and conduct a formal review to determine if staff member should be terminated.

Expressing Views and Perspectives

All staff members are required to possible personal differences in subjects such as sexual orientation, race, religious convictions, marital status, citizenship status, criminal records and financial status with utmost respect and confidentiality. (See JGP.fm “Confidentiality Statement” on page 43.)

Any staff member expressing personal views in any manner deemed disrespectful to clients or other staff members will be reported to the executive board.

The staff member will be invited to a private discussion with the executive board to discuss the situation.

Any other witness or accusing party will also be invited to the discussion.

After the discussion the executive board will discuss and vote about disciplinary action need.

If the executive board determines the staff member can no longer represent JudyGails Place then the member will no longer be able to represent JudyGails Place in any way.

Objectives for Clients

The client is responsible for any steps taken as they work to obtain personal long term goals.

Services can be requested, but under no circumstances will JudyGails representatives be required to provide requested services.

Use of JudyGails services indicates clients willingness to comply with requests

Conflict Resolution

If at any time a client is uncomfortable working with a specific staff member, they are free to put in writing that they can't work with the staff member and this request will be honored even if it means that the client will not receive services from JudyGails Place.

Clients are encouraged to call authorities if they are threatened verbally or physically for representing JudyGails Place in public or on private property.

Clients are encouraged to press formal charges for any physical harm they are caused by clients or any direct relation to clients.

By entering the building of JudyGails Place, clients understand that any abusive partners who threaten staff or family members will be reported to the authorities and charges will be pressed whenever applicable.

Client/Staff Safety

No staff will disclose the location of residence for any client to any person or organization for any reason without consent and the intended purpose of the disclosure in writing from the client.

Clients will not use abusive language towards any JudyGails representative at any time.

Clients will not use physical violence towards any client or JudyGails representative at any time. (See JGP.fm "NON VIOLENCE AGREEMENT" on page 51.)

Expressing Views and Perspectives

All clients are required to express personal opinions on subjects such as sexual orientation, race, religious convictions, marital status, citizenship status, criminal records and financial status with utmost respect and confidentiality. (See JGP.fm "Confidentiality Statement" on page 43.)

Any client member expressing personal views in any manner deemed disrespectful to clients or other staff members will be reported to the executive board.

The client will be invited to a private discussion with the ED to discuss the situation.

Any other witness or accusing party will also be invited to the discussion.

After the discussion the ED can take the case to the executive board for ongoing disciplinary action proposal if need.

If the executive board determines the client can no longer receive services from JudyGails Place then effort will be made to notify the client of the decision in writing.

Disciplinary actions

For Staff

Any staff member can be terminated without cause.

Staff members can be prosecuted in accordance with state and national laws.

Any financial fees obtained by JudyGails Place or the staff member as a direct result of the actions against the agreed upon requirements will be the sole responsibility of the offending party.

JudyGails Place will obtain the services of collections agencies if required.

For Clients

JudyGails Place retains the right to refuse service to any client so long as the reasons for refusal are in compliance with non-discrimination policy (See JGP.fm “Non-Discrimination Policy” on page 22.)

Any client not meeting the above objectives will be terminated as a client according to the standards listed in client objectives sections.

Any charges obtained by JudyGails Place, representatives or the client as a direct result of the actions against the agreed upon requirements will be the sole responsibility of the client.

JudyGails Place will obtain the services of collections agencies if required.

For Other Parties

JudyGails Place retains the right to refuse services from any party for any reason so long as the reasons for refusal are in compliance with non-discrimination policy (See JGP.fm “Non-Discrimination Policy” on page 22.)

Any additional party not meeting the above requirements for both staff and clients will result in immediate voiding of all open contracts, and the organization or person will be prosecuted in accordance with state and national laws.

Any charges obtained by JudyGails Place, representatives or the client as a direct result of the actions of other parties against the agreed upon requirements will be the sole responsibility of the other party in question.

JudyGails Place will obtain the services of collections agencies or legal aid if required.

Sexual Harassment

If the Department receives an allegation of sexual harassment, or has reason to believe sexual harassment is occurring, it will take the necessary steps to ensure that the matter is promptly investigated and addressed.

If the allegation is determined to be credible, JudyGails Place executive board will take immediate and effective measures to end the unwelcome behavior.

JudyGails Place is committed to take action if it learns of possible sexual harassment, even if the individual does not wish to file a formal complaint.

Any individual connected with JudyGails Place who believes he or she has been the target of sexual harassment is encouraged to inform the offending person orally or in writing that such conduct is unwelcome and offensive and must stop.

Any individual who feels sexual harassment is occurring who does not wish to contact perpetrator directly, can report the incident to authorities or to JudyGails management for assistance in addressing the issue and concerns.

Financial Management

All gifts or transactions from volunteers, board members, staff and clients must comply with standards as listed in the Conflict of Interest Policy (See JGP.fm “Conflict of Interest Policy” on page 41.)

All gifts, contributions, donations or other financial obligations must be tracked according to IRS requirements and recorded by the executive board member who is in charge of funds management.

See also fund distribution policy (See JGP.fm “Financial Management” on page 12.) for instructions on handling funds, reimbursement and distribution.

Personnel

Executive Director (ED)

Works with clients when needed

Main focus is complying with state, national and any per-agreed grant or funding requirements as listed in the by-Laws (See JGP.fm “Financial Management” on page 12.)

Has the right to consult directly with the executive board on any area of concern.

Has authority to access funding as needed to support business not to exceed \$1,000 without written approval (email is acceptable) from one additional member of executive board except in *emergency* situations.

Must comply with all non-discrimination policies as spelled out in the most current version of the non-discrimination policy (See JGP.fm “Non-Discrimination Policy” on page 22.)

Must be hired by the Executive Board as spelled out in the most recent version of the by-laws

Qualifies as a paid position, the value is determined by the executive board during the annual budget meeting (held in October)

Client Advocate

Must be certified by the State of New Mexico through NMCADV or similar state recognized certification program.

Whenever possible will have a minimum of 2 years experience working in the field or a minimum of an Associates degree in a Social Services field.

Whenever possible will be a survivor themselves to emphasize the need for compassion and genuine empathy.

Has authority to access funding as needed to support clients not to exceed \$1,000 for any one client without written approval (email is acceptable) from one additional member of executive board except in *emergency* situations.

Must comply with all non-discrimination policies as spelled out in the most current version of the non-discrimination policy (See JGP.fm “Non-Discrimination Policy” on page 22.)

Must be hired by the Executive Board as spelled out in the most recent version of the by-laws

Qualifies as a paid position, the value is determined by the executive board during the annual budget meeting (held in October)

Volunteer

See Volunteer_Form.fm “Volunteer Confidentiality Pledge” on page 1.

Must pass background check if working one on one with children.

Must sign confidentiality waiver if working directly with clients or has any access to clients files. (See JGP.fm “Confidentiality Statement” on page 43.)

Will be cleared before answering JGP phone or manning office alone.

Has no authority to access funding. See Volunteer_Form.fm “Volunteer Confidentiality Pledge” on page 1.

Will be expected to exercise empathy and compassion towards all clients, volunteers and staff members

Must comply with all non-discrimination policies as spelled out in the most current version of the non-discrimination policy (See JGP.fm “Non-Discrimination Policy” on page 22.)

Board Member

Board members can serve up to three (3) consecutive terms of two (2) years.

There will be a minimum of 3 board members made up of executive board and/or steering board members.

Must follow rules and regulations as spelled out in the most current version of the By-laws

Must comply with all non-discrimination policies as spelled out in the most current version of the non-discrimination policy (See JGP.fm “Non-Discrimination Policy” on page 22.)

Steering board

Functions as a member of JGP who works on projects and activities that benefit clients or the organization as a whole.

Attends board meetings and provides information as agreed upon in previous board meetings.

Allowed to serve on additional boards and committees

Executive board

There will be a minimum of 2 and no more than 4 executive board members at any given point in time.

Functions as a member of JGP who oversees the business decisions of JGP

Attends board meetings and provides information as agreed upon in previous board meetings.

Agrees to operate and make decisions based on how he/she feels is the best course of action for JGP as an organization.

Will not accept payment or other services in return for acting as an executive board member.

Encouraged to serve on additional boards and committees

Other paid staff

For the purposes of this manual, all paid individuals representing JudyGails Place must all agree to comply with the requirements of these policies and procedures as ‘staff’.

Agreement with these policies is deemed acceptable upon acceptance of the paid position, no formal signature is required to indicate compliance.

Staff paid by JudyGails Place must comply with policies and procedures both on site and off site while they are representing JudyGails Place. (See JGP.fm “Off Site Safety Protocol” on page 52.)

Other non-paid staff

For the purposes of this manual, all volunteers representing JudyGails Place must all agree to comply with the requirements of these policies and procedures as ‘staff’.

Agreement with these policies is deemed acceptable upon acceptance of the non-paid position, no formal signature is required to indicate compliance.

Representatives from organizations hired by JudyGails Place must comply with policies and procedures as volunteers in accordance to their company first and JudyGails Place second.

Representatives from any form of organizations who provide assistance even on a one time basis must comply with the policies and procedures as volunteers in accordance to their company first and JudyGails Place second.

Program Administration (ED's Authorities)

The ED or acting ED has the authority to identify projects to work towards so long as the expected budget for the projects meets the following guidelines:

Fits within the most recent budget approved by the board.

Follows with the approved mission statement of JudyGails Place

Meets the guidelines, agreements and regulations established in the most recent strategic plan

Meets the requirements for a Short-Term or Mid-Term project

Has established grant funding to cover staff resources on the project OR has established volunteers to provide the needed staffing for the project.

If the project is consider a long term project, the ED must meet additional criteria:

Have presented budget and execution plan to the Executive Board and gained full approval.

Established funding to cover the entire cost of the project

Established staff resources needed to maintain the project

Provide a summary of the needs and expected client use for the project.

Evaluate the project as part of every strategic planning meeting so adjustments can be made as needed to ensure the effectiveness of the project.

Client Confidentiality

See JGP.fm “Confidentiality Statement” on page 43.

All steering board, executive board, and JGP staff members will sign a Confidentiality agreement annually.

Copies of signed confidentiality agreements will be stored in JGP office for a minimum of 3 years.

JudyGails Place will manage and maintain liability insurance to cover the cost for individuals involved in a lawsuit while acting on behalf of JudyGails Place.

If the party is deemed guilty by a court of law JudyGails Place is not responsible for fees, fines or administered punishments in response to the infringement.

Should a staff, board or volunteer need legal representation in a lawsuit the request must be made in writing to JudyGails Place and the insurance agency who holds the liability coverage.

Individual will be responsible for any expense incurred due to negligence, illegal activity or legally disruptive behaviors. This includes but is not limited to Online porn activity, substance abuse, Driving while Intoxicated, Child abuse, exploitation of a minor and misrepresentation of legal identification.

Clients who wish to report infringement of client confidentiality must present the issue in writing by mail or in a face to face interview with the ED, acting ED or the executive board. Sharing this information with non-involved parties is grounds for dismissal of the case.

Clients who report infringement of client confidentiality will be asked to record the claim for tracking purposes and to ensure that all involved parties receive the same information about where the confidentiality infringement occurred.

Any JGP staff who is accused of breaking confidentiality will immediately be removed from handling client cases and asked to attend a 40 hour training focused on advocacy and/or the importance of maintaining confidentiality.

Reinstatement and probational requirements of accused JGP staff will be determined by the staff members supervisor and/or executive board after completion of the required training.

A copy of the most current confidentiality statement approved by the board will be located in the JGP office in the policies and procedures binder. It is also available in digital format upon request.

A copy of the most current confidentiality agreement will also be located in the JGP office policies and procedures binder. It will be available in digital format upon request.

Storing confidential information

Paper files- Whenever possible do not keep hard copies of documentation. When it is necessary, hard copies should be stored in a lockable filing cabinet in a locked room.

Electronic Files- Soft copy files should be stored in a password protected computer, file or program. Passwords should be unique to each user to identify who has accessed the files and never written down near workstations.

Restricted Access- Use of whatever controls available to ensure access is restricted to clients and staff on a need to know basis.

Backup Copies- Digital copies of information shall be backed up on a monthly basis and stored in a secured hard drive that remains locked in the office.

Document Destruction- Old files will be destroyed on schedule according to the most recent retention policy. All documentation needs to be shredded or deleted from the main computer, but can be retained on the digital backup copies.

Transferring Electronic Files- confidential information about a client will be sent via sources that can help ensure the confidentiality of clients to the highest extent possible.

Not for Sale- Personal information provided to JGP for any reason or purpose will not be sold to a third party under any circumstances.

Security Breach- all impacted clients will be notified immediately that their information may have been compromised. Details such as what information was accessed and when it was accessed will also be disclosed to all potentially impacted parties. A plan for compensation will be created and approved by the board according to the most recent crisis policy procedures.

Staff Responsibility to Ensure Confidentiality

Never discuss client's situation with other agencies, physicians etc. without written consent.

Never share contact information without written consent from the client to do so.

If calling a client, only leave a return phone number and your first name. Do NOT share any details nor say that you are from JudyGails Place because you do not know who else has access to the phone messages.

If emailing a client, be sure to ask permission before sending any emails or respond directly to emailed messages FROM client.

Never share a safety plan via email without asking the client if the email is accessible by anyone other than themselves.

If needed, walk the client through the process of opening up another email account that only you and they will know about. Do NOT share this email with anyone.

Do not violate confidentiality in the name of concern.

Be sure that you cannot be overheard by any other clients or staff before sharing case details or specifics.

Staff Responsibility to allow confidentiality

JGP will take reasonable measures to ensure that all staff is trained in how to keep information confidential.

JGP will establish a private environment that allows as much confidentiality as possible.

JGP will never discuss a client's situation without the client directly present and they being the party that starts the conversation in any off-site setting.

JGP staff will notify clients that they will not friend clients on Facebook and if they see them in the grocery store will politely smile, but not attempt to engage in further conversation in public.

JGP is not bound by formal regulation of HIPPA laws, but will comply with best practice recommendations to ensure voluntary compliance with these laws.

Client Responsibility for confidentiality

Clients agree to disclose minimal information about parties who are not in direct attendance of the meetings with JGP.

Clients agree to disclose the information they provide to all JGP staff and service providers that they personally select and choose to engage with.

Clients agree for JGP to share information as needed and previously agreed upon for JGP to pay invoices for services provided directly upon clients behalf.

Testimonies will be shared about success to JGP whenever possible, but not shared with third parties unless JGP has the expressed consent of the client directly.

If client chooses to share medical information or details about his/her case they agree for this information to be included in their file at JGP and protected under the most recent approved confidentiality practices of JG

Working with Minors

JGP will coordinate with other organizations that can assist with child/youth protection matters. This will include child welfare, law enforcement and legal counsel.

Dignity and respect will be maintained by keeping sensitive personal information confidential and only sharing it on a 'need to know' basis.

Must be trained to recognize situations of potential abuse and inappropriate behavior and be able to know the response expected in these situations.

Misconduct of staff will be dealt with according to grievance policies and reported to authorities whenever warranted. (See JGP.fm "Grievance Policy" on page 46.)

Communication that goes beyond employee/volunteer responsibilities with any minor is not tolerated and will be reason for immediate suspension or removal from JGP.

Staff and volunteers are not allowed to write personal letters, text, phone or use social media to contact any minor outside of JGP services in any way. (see active minor policy for details about these requirements)

Non-Discrimination Policy

All JGP staff, board members and volunteers must follow the non-discrimination policy at all times.

A copy of the most current non-discrimination agreement will also be located in the JGP office policies and procedures binder. It will be available in digital format upon request.

Any complaints about failure to follow non-discrimination policies will follow the same disciplinary process, legal procedures and reinstatement process established in the reporting confidentiality infringement procedures policies. (See JGP.fm “Confidentiality Statement” on page 43.)

Non-Violence Policy

All JGP staff, board members and volunteers must follow the non-violence policy at all times. See JGP.fm “NON VIOLENCE AGREEMENT” on page 51.)

A copy of the most current non-violence agreement will also be located in the JGP office policies and procedures binder. It will be available in digital format upon request.

Any complaints about failure to follow non-discrimination policies will follow the same disciplinary process, legal procedures and reinstatement process established in the reporting confidentiality infringement procedures policies. (See JGP.fm “Confidentiality Statement” on page 43.)

Money Handling

ALL CHECKS or CASH WILL BE DEPOSITED INTO THE CHECKING ACCOUNT FOR JUDYGAIL'S PLACE IN A TIMELY MANNER.

All Checks or Cash will be entered into the checking account by the Bookkeeper. A deposit slip will be created and left for the Administrators.

All Checks will be signed by the President or Vice President.

All Deposits will be made by a JudyGails representative, other than the Bookkeeper to maintain Internal Controls.

Receipts

ALL EXPENSES MUST ACCOMPANY A RECEIPT TO BE PRESENTED TO THE BOOKKEEPER WITHIN 30 DAYS FOR REIMBURSEMENT OR PAYMENT.

Description of item must be present on receipt

Receipt must be written on the receipt what the item was used for (i.e. Program Expense, Office Supplies)

All receipts must be left for the Accountant/Bookkeeper in the IN box at JGP office.

All receipts must have a date of purchase.

All expenses must be part of the operational budget or have approval by appropriate JGP staff prior to reimbursement.

Reimbursement

ALL REIMBURSEMENT FOR EXPENSES THAT COME WHILE SERVING JGP WILL BE PAID WITH 7 DAYS OF RECEIVING RECEIPT.

Staff and Board Members, and other volunteers will have all expenses approved by the Administration BEFORE purchases are made.

Once receipt for item is received, JGP will have the bookkeeper reimburse the appropriate personnel the full amount within 7 days.

Clients will be reimbursed for the necessary item, if approved by Administration, within 10 business days.

Other Non-Profits will be reimbursed for the necessary item purchased, if approved by Administration, within 10 business days of date received.

Professionals or businesses will be required to provide an invoice for services provided to client or staff for reimbursement within 30 days of service.

Petty Cash

ALL STATEMENTS FOR THE PETTY CASH, CHECKING ACCOUNT, AND PAYPAL ACCOUNTS WILL BE BALANCED WITHIN THREE WEEKS OF RECEIVING THE BANK STATEMENTS.

The Bookkeeper will balance these statements and maintain the appropriate reports needed for reconciliation of each account.

These Accounts include however are not limited to: Check Detail, Check Total, Deposit Detail, General Journal, and Journal Entries (if needed)

The Accountant is responsible for maintaining the balance of this account.

If funds are used from the Petty Cash, a receipt will always be provided to the Accountant for item(s) purchased.

All Receipts will be provided to the Accountant within 3 business days of purchase. All Receipts will be placed in the Accountant's Inbox with the words "PETTY CASH" written at the top of the receipt.

Financial Statements

THE BOOKKEEPER WILL PUBLISH FINANCIAL STATEMENTS EVERY QUARTER AND SEND THEM TO THE PRESIDENT WITH 24 HOURS OF PREPARATION.

Any discrepancies or concerns identified in the financial statements by JGP staff, Grant funder or board members will be evaluated and if necessary addressed within 7 business days.

Table 1:

Information Included in Statements

Statement of Activities.

Statement of Financial Position

Statement of Income and Expenses

If requested, reconciliation of the bank statements for the given period are also provided.

Notification of Donors about use of funds

An electronic copy of current years financial statement will be available upon request by contacting JudyGail's Place at.

Table 2:

Financial Statement

Donation Income

Funding services to clients

Not to include individual donor(s)

Names of service providers

Names of clients will not be provided

Notification of Donors about use of financial donations.

JudyGails Place works to use funds wisely by working closely with the board on budget items to ensure we adhere to reasonable operational costs.

Our template of operation allows for shrinking or expansion of programming when budgets change from one year to the next.

When circumstances warrant the board always reserves the right to a majority vote to relocate funds when appropriate.

Funding will always be relocated from programming in the event of *emergency*.

Funding from grants or foundations will comply with all agreed upon terms in writing prior to accepting/release of grant funding.

Private donors can request to be notified when funding is at risk of reallocation by writing a Memorandum of understanding signed by a CEO of JudyGails Place at the time of any donation in the amount of \$5,000 or more.

Notification of Donors about use of all other donations

JudyGail's Place will make reasonable effort to honor the specific requests of donors.

Private donors can request to be notified when donated item is at risk of reallocation by writing a Memorandum of understanding signed by a CEO of JudyGails Place at the time of any donation in the amount of \$10,000 or more.

In Kind donations valued at less than \$10,000 will be reallocated as deemed necessary by JGP staff.

Refusal of Donation

JudyGail's Place reserves the right to refuse or return a donation of gifts of cash, securities, pro-bono offer, real estate or any in-kind donation if it believes that such gifts are incompatible with the mission of the organization, conflict with its core values or would create a financial, administrative or programmatic burden.

JudyGails Place representative or staff will refer any questionable gifts to their immediate supervisor, the ED or acting ED for JudyGails Place.

Should the item be in question by the highest staff member of JudyGails Place, the ultimate decision will be presented to the board and decision made by majority vote.

Guidance will be addressed on a case by case basis.

Grant Funding.

If a grant has been received, those monies will be used for the services that the grant has stipulated in the paperwork.

The Accountant/Bookkeeper will monitor the monies used for these services which will be tracked within the Financial statements provided in each quarter. This will provide the accountability needed for each grant received.

At each Board Meeting, the Accountant/Bookkeeper will discuss the use of monies from each grant and how it was spent.

Office Hours/Holiday Schedule and Personal Time

Office hour schedule will be determined by the governing board and ED.

Hours will be displayed on the office door and any other appropriate physical location.

Hours will also be displayed on the company website and any other appropriate digital location as deemed necessary.

If the office closes during regular hours

When possible the phone will be allocated and answered during office hours by a licensed advocate.

When possible a message will be posted at the physical location.

When possible a message will be posted on the website.

When it is not possible to post messages, there will be no administrative repercussions so long as the situation can be adequately addressed.

Office will be closed during all observed government holidays and an extended session of break during the Winter break as observed by the public school system.

Office reserves the right to close for up to 4 consecutive weeks during summer months in the case of shorthanded staffing issues/concerns or budget limitations.

A determination to close the office can be made by the acting ED for reasonable cause at any time, but they must ensure the phone is answered during this time by a licensed advocate.

Personal time off (unpaid leave)

Staff requests time off by communication with the ED or acting ED.

Requests should be presented in writing at least 1 week before planned absences.

Unexpected personal time off is only allowed in the case of illness or bereavement.

Staff is responsible to either do it personally or appoint someone to notify ED by phone or by email within 24 hours of absence.

ED is allowed to request documentation proving illness or bereavement as deemed necessary.

Paid Time off

Full time office staff (40 hours or more per week) or salaried employees will be entitled to 1 week of personal leave at the end of one year of employment.

After 2 years of employment, 2 weeks of paid personal leave will be granted.

Leave can be taken in one block of time or a day or two at a time.

Personal leave will be accumulated from year to year if not used.

All accrued personal leave is for-fitted if employee is fired or asked to leave for any reason.

Personal leave is not transferable or payable at the end of employment.

Overtime pay can be exchanged as additional personal leave in the amount equivalent to the actual hours beyond 40/week worked by the individual personally, not the hours scheduled nor the hours worked by another staff member.

Volunteer hours can never be exchanged for paid personal leave.

Misuse of personal time is grounds for dismissal.

Bereavement Leave

Full time office staff will be given 1 week of bereavement leave in the case of death or serious illness of a close family member (child, spouse, parent, parent-in-law) including those related to the staff member individual by common law.

If longer leave is required, or bereavement leave has been requested more than 2 times the staff member will be required to provide proof of need for leave and be subject to approval by ED.

Falsification of the need for bereavement leave is grounds for dismissal.

Sick Leave

Full time office staff will be given 3 days of sick leave after the first 6 months of employment.

Full time office staff will be given 5 days of sick leave after the first 1 year of employment.

Unused sick leave can be accumulated from year to year, and is transferable to personal time.

Unused sick leave is not transferable or payable at the end of employment.

Distribution of Information to Staff and Board Members

Important information about activities and policies and procedures will be communicated to JudyGails Staff, board members and volunteers.

Table 3:

Reasons for communication (primarily email)
On Scheduled Meetings
Policy Updates
Newsworthy events/activities
Important updates
As deemed necessary by the board or ED

In the event of failure of digital communications that JudyGails Place becomes aware of, important information about JudyGails Place activities and policies and procedures will be communicated to Staff and Board Members by standard USPS mail.

Access to Communication records

In the event of failure of digital communications, Staff and Board Members can send mail to JudyGail’s Place current mailing address.

Or hand deliver documents to staff at current JudyGails Place office location.

Hard copies of all notifications to Board Members will be retained in files in the office of JudyGails Place for 12 months.

Hard copies of critical staff notices will be retained in the files in the office of JudyGails Place for 12 months.

Digital copies of notifications to board members, volunteers and JudyGails staff will be kept on the office computer or on a back up hard drive for up to 3 years.

Equipment Ownership Policy

All equipment purchased by JGP is owned by JGP and has a value of less than \$3000. From a policy point of view, the equipment can be described as “Simple and Informal” by 2CFR 200.320 (b) as equipment purchased are less than the simplified acquisition threshold of \$3000 to \$150000.

In the event JGP does purchase equipment in excess of above stated simplified acquisition threshold, policy will be written and adopted as needed at that time.

JGP supports providing equipment to staff and volunteers for work completed away from the JGP office on behalf of the non-profit. The use of JGP equipment for off site use is permitted as follows:

The staff or volunteer has permission from JGP executive board to take equipment off site for work on behalf of the non-profit.

If the equipment is an electronic device it will be password protected and the password will be provided by the executive board to the staff or volunteer requesting to take the device off-site.

The equipment will be returned to JGP office and will only be allowed to be off-site for a period of 48 hours.

If equipment is failed to be returned to JGP office within 24 hours the following measures will be carried out by JGP Executive Board:

An executive board member will send a reminder by phone and email to staff or volunteer with equipment in their possession to return equipment to JGP office within 24 hours.

If equipment is not returned to JGP office within 24 hours, a warning will be sent to staff or volunteer by phone and email stating that equipment is property of JGP and will need to be reported as missing to police if not returned within 24 hours.

If equipment is not returned to JGP office within 48 hours from time the warning is sent, the equipment will be reported to police as missing from JGP office by an executive board member. The name of the staff or volunteer who took the equipment off-site will be released to the police so they can investigate.

Fiscal Policies:

Table 4:

Items Reviewed Annually

Budget

Project Success/Failures

Crisis Issues During the last year

Sustainability of Organization

Confidential Agreements

Board Member terms/renewal

Concerns impacting organization

Dates for next action based discussion (s) as deemed necessary

Reviewed in first steering board meeting scheduled after Jan. 1st of each year.

Issues or concerns are raised no later than the 2nd quarterly meeting.

Policy Change Implementation

Changes will be discussed immediately and action will begin within 30 days.

Whenever possible a full change is made by the next quarterly meeting.

If the change is not complete an update will be presented at each quarterly meeting about the status until the action to completing the required changes are complete.

Media Policy

The only party allowed to speak on behalf of JGP is the ED, Acting ED, President or Vice-President of JGP.

Only individuals specifically approved or hired by JGP and that have an active confidentiality policy (See JGP.fm “Confidentiality Statement” on page 43.) on file will be allowed to represent JGP in any form of media.

No representative of JGP can use JudyGails Place to represent

Table 5:

JudyGails Place may not be used to represent

- Specific Faith or spiritual belief
- Negative view of any person
- Personal information of any type
- Political party representation

Table 6:

JGP equipment may not be used for

- Personal use
- Viewing, distribution or exploitation of porn
- Viewing, distribution or exploitation of minors (See JGP.fm “Working with Minors Policy” on page 45.)
- Leaving negative comments on social media sites
- Leaving negative reviews for any organization
- Providing personal opinion or reviews Online

JGP will work to provide for the emotional safety of all users of social media including but not limited to the chartroom, FB, twitter, Instagram and email by monitoring posts and publicly shared information on our social media sites.

Crisis Policies

In the event of a crisis or negative media attention the ONLY parties allowed to officially speak on behalf of JGP are the ED and the President.

If the statements made by the President and the ED conflict, the statements by the president do take precedence

Anytime other staff members are requested to answer questions, they are required to direct the questions to the ED and president.

All board members will be notified of the crisis immediately by email

Whenever practical, board members will also be notified of the crisis by a direct phone call.

A meeting will be held by the board to discuss a formal action plan as soon as possible.

Disposal Policy

When the excess material or donated items are of no useful value to JudyGails Place, disposal is administered.

Excess material less than \$5,000 value

Sell items on a “first come, first served” basis

the price of the item(s) are made known to the general public through newspaper advertising and /or other avenues, such as Online local sales.

Donation of excess material: to other non-profit organizations and/or given away to lower-income communities.

Throw away: JudyGails Place will be as Eco-friendly as possible about disposal of items that can't be sold or given away. Whenever possible and reasonable, discarded items will be recycled.

Items do not have to be disposed of in the above order and will be decided by the Executive Board as to which avenue items are disposed of

Excess material value greater than \$5000

Whenever possible will be placed for public sale first

If storage is available for item(s) until the sale is complete, if storage is not available refer to *“Excess Material less than \$5,000 value” disposal policy.*

The price of the item(s) will be made known to the general public through newspaper advertising and /or other avenues, such as Online local sales.

If sale is not possible the items will be donated to other non-profit organizations.

Grievance Policy

Employers and employees will deal with issues promptly and consistently, and employers should carry out any necessary investigations.

The employee will have an opportunity to put their case.

The employee will have an opportunity to appeal against the decision.

The employee will have the right to be accompanied at any formal meeting if they wish.

See the most recent version of the full Grievance Policy for details on the procedure of presenting a grievance. (See JGP.fm “Grievance Policy” on page 46.)

Board Member Terms

Executive Board Member

Term lasts a minimum of 2 years

May serve unlimited consecutive terms

Last agreed term ends Dec. 31st.

If board member ends term prematurely, notifies board in writing of intention to withdraw from board and date of effective withdraw.

Retains all rights to vote until replacement board member is located.

If board member is asked to end term prematurely for any reason they will be notified by certified mail about the date and reason for effective removal.

Board member does not retain right to vote for replacement board member.

Steering Board Member

Term lasts a minimum of 1 year

May serve up to 10 consecutive terms

Last agreed term ends Dec. 31st

If board member ends term prematurely, notifies board in writing of intention to withdraw from board and date of effective withdraw.

Retains all rights to vote until replacement board member is located.

If board member is asked to end term prematurely for any reason they will be notified by certified mail about the date and reason for effective removal.

Board member does not retain right to vote for replacement board member.

Insurance/Liability Protection

JGP will maintain liability insurance for board members, staff, volunteers and JGP representatives at all times.

When deemed necessary or if items are obtained in excess of \$10,000 JGP will also maintain insurance to assist with replacement of the property.

Any vehicles owned by JGP will carry full insurance with out of pocket liability limits no more than \$1,000.

Any offices, housing or locations of residence or dwelling owned by JGP will also be insured with out of pocket liability limits no more than \$1,000.

If for any reason insurance is not available JGP will document the attempts made to obtain insurance and develop a specific plan for addressing the possible under-insured crisis presented to the board for formal approval and implementation within 30 days.

Disabilities/ Service Dogs policy

All JGP staff, volunteers and representatives will honor all active laws that allow special service for individuals for any reason, including emotional support services.

JGP will offer support for abused pets on a case by case basis depending on ADA rules, requirements and protections.

JGP will search for resources to provide safe care for individuals with pets who are leaving abusive homes but cannot guarantee these services will always be available.

Clients with special needs of any type, including service animals will be asked to provide emergency contact information on file in case something happens and these individuals need additional assistance by JGP staff or medical personnel.

Drug/Alcohol use policy

JGP staff, board members, volunteers client and staff are expected to be sober, coherent and free from mind altering substances when on site or representing JGP in an official capacity off-site.

Clients will be asked not to use substances like drugs or alcohol on JGP property.

Clients that are too impaired to communicate clearly will be asked to leave or reported to authorities for forced removal if deemed necessary.

Staff will be asked not to use mind altering substances like drugs or alcohol within 10 hours of working with any client or representing JGP in official capacity.

If staff arrives to the office under the influence of alcohol or drugs they will be immediately removed from the location and asked not to return.

Any JGP staff removed for substance abuse will be paid for time/hours worked but will immediately forfeit all vacation, sick or holiday pay effective immediately.

Any JGP staff who is arrested for alcohol or drug use/abuse may be asked to resign from JGP or laid off to ensure the safety of our clients.

JGP staff is not to use any type of alcohol or non-prescribed medication while representing JGP in official capacity.

See the most recent version of the full Grievance Policy for details on the procedure of presenting a grievance. (See JGP.fm "Grievance Policy" on page 46.)

Conflict of Interest Policy

A conflict of interest is an actual or perceived interest by a member of the Board of Directors (“Board”), an officer, or a staff member, whether compensated or not (each an “Interested Person”), in an action or transaction that results in, or has the appearance of resulting in, personal, organizational, professional, or financial gain. The fiduciary and legal obligation of board members and officers is to act always in the best interest of *JudyGails Place* (the “Corporation”), and this obligation requires that any board member or officer, in the performance of duties for the Corporation, seek solely to further the accomplishment of The Corporation’s mission.

Gifts

No Interested Person shall solicit or accept gratuities, favors, or anything of monetary value from The Corporation or its members, volunteers, contractors, or vendors except in connection with a fund raising activity sponsored by or conducted on behalf of the Corporation. No Interested Person shall use his or her job title or the Corporation’s name or property for private profit or gain.

Transactions

Without prior disclosure to and approval by the Board, no Interested Person shall participate in the selection, award, or administration of a referral, purchase, or contract with a vendor or contractor where to the knowledge of the Interested Person, any of the following has a financial interest:

Table 7:

An interested person

Any member of the immediate family of an interested person

The business partner of an interested person

A person or organization, including a nonprofit organization in which an interested person has an ownership interest, management interest or employment relationship.

Disclosure and Deliberation

Under circumstances requiring Board consideration of an actual or apparent conflict of interest, the Interested Person, or another person on behalf of the Interested Person, shall call such matter to the attention of the Board, and if the Interested Person is an officer or a member of the Board, he or she shall neither vote on the matter nor participate in related deliberation or final decision regarding the matter. Under circumstances where doubt exists as to the existence of a conflict, the matter shall be resolved by vote of the Board of Directors, excluding from such vote the Interested Person concerning whose situation the doubt has arisen.

Decision Making Standards

In making any such determinations, the Board shall consider whether the conflict, if a conflict exists, is material and whether any contemplated transaction is just, fair, and reasonable to, and in the best interest of, the Corporation and not contrary to the advancement of its mission.

Comparable Value

If any such determination relates to a transaction between an Interested Person and the Corporation, the Board shall also determine whether any competitive bid or comparable valuation exists and whether any contract price to be borne by The Corporation is consistent with similar transactions in the community.

Record of Conflict

The official minutes of the Board shall reflect (a) the disclosure of any conflict of interest; (b) the findings relied upon by the Board in reaching a decision, and (c) the non-participation of the Interested Person in final discussion or vote on the matter.

THE FOREGOING CONFLICT OF INTEREST POLICY was adopted by the Board of Directors of JudyGails Place on December 1, 2015.

Joy Freymiller, Amber Grady-Fuller and John Sullivan (signatures on file)

Confidentiality Statement

All emailed contents to clients, board members, JGP staff and volunteers will be treated as confidential when discussing any client or situation directly related to a client.

The following disclaimer must be added to all emails sent out of JGP office.

*The contents of this e-mail message and any attachments are confidential and are intended solely for addressee. The information may also be legally privileged. This transmission is sent in trust, for the sole purpose of delivery to the intended recipient. If you have received this transmission in error, any use, reproduction or dissemination of this transmission is strictly prohibited. If you are not the intended recipient, please immediately **notify** the sender by reply e-mail or phone and **delete** this message and its attachments, if any.*

All information about clients share about themselves will be kept confidential. Only with the clients written permission will information be released to anyone outside of JGP except as required by law.

Table 8:

Legal exceptions do include the following:

JGP staff has information to believe that a child or elderly person is being abused.

A court order.

JGP staff feels that there is clear and imminent danger to client or someone else

JGP records do not become part of student educational or medical records.

JGP staff may consult with a supervisor or one another in situations that they need encouragement or support when making a decision or to help determine what services JGP is equipped to provide a client (financially or otherwise).

In addition, JGP staff retains the right to share disturbing stories or information about clients with therapists or other professionals when they are personally seeking to reduce their risk of secondary trauma. However, this individual that the staff member shares information with must be covered under similar confidentiality regulations.

All staff members are ethically and legally bound to treat client's information confidentially.

NO staff or board member should contact a client with personal phone or contact information unless they knew the client prior to them contacting JGP.

NO staff or board member is encouraged to initiate or accept clients as “friends” on social media or any other form of digital networking.

Clients will be notified that staff members will smile and say hello in passing but no further conversation will take place in a public setting, unless the client personally initiates the contact.

Working with Minors Policy

Child and youth protection policies create barriers for sex offenders. Current research indicates that the more child/youth protective rules and regulations that an agency has in place, the less likely an offender will want to work there. JudyGail's Place has based our policies and procedures on the following:

- A shared understanding by employees/volunteers of what constitutes child/youth sexual abuse and exploitation and how to recognize and prevent it.
- Trained employees/volunteers who are equipped to recognize situations of potential abuse and inappropriate behavior, and the response that is expected of them in these situations.
- Clear lines of communication, authority and decision-making so that employees/volunteers have well-defined procedures and a consistent approach for handling all child/youth protection issues.
- Regular review of the effectiveness of policies and procedures whereby non-profit business can assess whether any adjustments, additions or improvements are required
- Openness about our work and how we conduct it.
- Equity and fairness by treating all reports with the same importance.
- Dignity and respect by keeping sensitive personal information confidential, and only sharing it on a 'need-to-know' basis.

Grievance Policy

Table 9:

Four key points for a fair grievance procedure are:

Employers and employees should deal with issues promptly and consistently, and employers should carry out any necessary investigations.

The employee should have an opportunity to put their case.

The employee should have an opportunity to appeal against the decision.

The employee should have the right to be accompanied at any formal meeting if they wish.

Grievance Procedure for Small Organizations

The aim of this Grievance Procedure is to settle grievances or complaints fairly and it is intended to operate simply and quickly.

Every effort will be made to resolve the issue at the earliest possible stage, and at each stage efforts will be made in order to avoid proceeding to the next stage and to settle the issue amicably.

If an employee has a problem with any other member of staff, and is unable to sort it out informally, the matter should be referred to his/her supervisor.

You may be able to agree an informal solution between you.

If the problem is serious or remains unresolved or the employee wishes to raise the matter formally, the employee can use the formal grievance procedure.

In the case of a grievance being taken out as a counter-grievance, or in response to the start of disciplinary action, it may be appropriate to deal with both issues at the same time.

If appropriate, the disciplinary procedure may be temporarily suspended in order to deal with the grievance.

Grievance Procedure

Raise the grievance in writing:

The employee should raise a grievance with their supervisor without unreasonable delay, normally within one month of the incident (or final incident) which gives rise to the complaint.

If the grievance is against the supervisor, the matter should be raised with the Chief Executive. In the case of the Chief Executive, the matter should be raised with the Chair of the Board of Trustees.

Whoever deals with the grievance at the meeting, will normally be excluded from hearing any appeal.

The employee must detail in writing the specific circumstance or circumstances which constitute the grievance, with dates, times, witnesses, etc. as applicable.

Employees should stick to the facts and avoid insulting or abusive language.

Invitation to a Grievance Meeting:

The supervisor will invite the employee to attend a meeting, without unavoidable delay to discuss the matter.

The supervisor will also state that the employee is entitled to be accompanied by a trade union representative or work colleague at the meeting.

Grievance Meeting:

Where possible, a note-taker, who must be uninvolved in the case will take down a record of the proceedings.

The supervisor (or Chief Executive or Chair of the Board of Trustees as appropriate) will introduce the meeting, read out the grounds of the employee's grievance, ask the employee if

they are correct and require the employee to provide clarification regarding details of the grievance if unclear.

The employee will be given the opportunity to put forward her/his case and say how they would like to see it resolved.

The employee may call witnesses and refer to any documents previously provided to the supervisor (or Chief Executive or Chair).

The supervisor (or Chief Executive or Chair) may question the employee and any of the employee's witnesses.

The employee/companion will be given the opportunity to sum up but may not introduce any new material.

The meeting may be adjourned by the supervisor (or Chief Executive or Chair) if it is considered necessary to undertake further investigation.

Any necessary investigations will be carried out to establish the facts of the case.

The meeting will be reconvened as soon as possible.

Having considered the grievance, the line manager (or Chief Executive or Chair) will give her/his decision regarding the case in writing to the employee which will normally be within five working days.

If appropriate, the decision will set out what action the employer intends to take to resolve the grievance or if the grievance is not upheld, will explain the reasons.

This will also include notifying the employee of her/his right of appeal and the procedure to be followed.

Appeal:

If still unresolved, the employee may refer the matter, in writing, to the Chair of the Board of Trustees, or if the Chair has already been involved in an earlier stage of the procedure, to the Vice-chair of the Board of Trustees.

The employee wishing to appeal against a grievance decision, must do so in writing within five working days of receiving written notification of the grievance decision, stating the reasons for the appeal.

Any documents submitted in support of the appeal must be attached. Arrangements for the appeal meeting will be made by the Chair (or the Vice-Chair if appropriate) who will ensure that a note-taker is present if possible.

The appeal meeting should be held without unavoidable delay. Where possible, at least two members of the Board will constitute an Appeal Panel.

The trustee or trustees hearing the appeal should, if at all possible, have had no direct involvement in the case.

The employee is entitled to be accompanied by a trade union representative or work colleague at the appeal.

The meeting may be adjourned by the Appeal Panel or person hearing the appeal, if it is considered necessary to undertake further investigation.

The meeting will be reconvened as soon as possible.

The decision of the Appeal Panel or person hearing the appeal shall be final.

NON VIOLENCE AGREEMENT

Our attitude will be one of openness and respect towards all who we encounter, regardless of their attitudes or actions.

We will maintain an attitude of respect even when not directly working as a JGP staff member.

We will not damage property.

We will not run or use threatening motions.

We will never threaten another human being with a weapon with the only exception being self-defense when deemed necessary.

We will not bring any drugs into any location or event sponsored directly by JGP, other than prescription and for medical purposes.

Alcohol will only be served in off-site locations and this will be disclosed prior to the event so that parties who wish not to participate can make this choice as they deem appropriate.

OTHER OBSERVATIONS

Non-violence does not depend on opponents being “nice”, it is a choice we are making.

Off Site Safety Protocol

Any JudyGails Staff, Volunteer or Board Member who arrives at a client's private residence with the intention of providing services of any type on JudyGails behalf must follow the safety protocol.

Call another adult individual before arriving at the residence.

Provide address

Provide estimated time to be inside

Do NOT provide client name

Provide your personal cell phone number for them to check in with you prior to calling police.

Adult individual will wait for you to check in, if no response 20 minutes after you should have checked in they will call the police to ask for a safety check at the last known residence.

Then enter the residence

Be sure to check in at the estimated time even if only to say that you need more time.

Realize that the police will be called 20 minutes after your expected check in time.

Check back in as you are leaving the residence so other party knows you are leaving the area safely.

VOLUNTEER CONFIDENTIALITY PLEDGE

I hereby pledge that all information, both client and financial supporter information, will remain confidential. I will not discuss any information with anyone except with a health professional or JudyGails Place staff on a need to know basis.

I understand that if I break my pledge, I will no longer be permitted to volunteer for JudyGails Place.

Volunteer Signature

Date

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