



## VOLUNTEER HANDBOOK

Neighborhood Christian Legal Clinic is a non-profit 501c (3) corporation offering pro bono legal representation and preventive legal education to low income families, including immigrant families. We accept clients in the greater Indianapolis Metro area whose income is at or below 125% of the Federal Poverty Guidelines.

**Our Mission:** *To promote the justice through legal representation and education for our low income neighbors as a way of demonstrating Christ's love.*

**Our Vision:** *"Defend the cause of the weak and fatherless; maintain the rights of the poor and oppressed. Rescue the weak and needy; deliver them from the hand of the wicked." –Psalm 82:3-4*

We rely on volunteers to assist us in providing high quality legal assistance and education to our low income neighbors. Without these volunteers, we could not effectively serve the growing number of families who enter our doors. In order to maximize our services, we need your help.

### **Volunteer Agreements and Voluntary Work Outlines**

Each volunteer/intern will have a Volunteer Agreement which outlines responsibilities and duties expected of them in their volunteer/internship position. Before the agreement is signed the volunteer/intern should be in communication with their supervisor on the written outline of the specific work they will be undertaking and clarify any questions before the volunteer work begins. This document is not a contract but it is understood that the volunteer/intern who agrees to the outline of duties and responsibilities will fulfill them to the best of their ability within the timeline given them.

Should a volunteer/intern need more time to complete the tasks, duties and responsibilities that come with their volunteer/internship position the volunteer/intern should be in full communication with their supervisor and the Volunteer Coordinator.

While the volunteer/internship work is in fact voluntary the Clinic retains the right to fire any volunteer/intern who does not properly fulfill the tasks, duties and responsibilities for the volunteer/internship position for which they fill and/or have been assigned. The work of the Clinic, whether voluntary or paid, is legal work and therefore sensitive in nature requiring the utmost respect and proper attitude of responsibility for the clients which the Clinic serves.

If the volunteer/intern agrees to the outline of tasks, responsibilities and duties and cannot complete the volunteer/internship project assigned to them the volunteer/intern is free to quit their volunteerism at the Clinic, but a minimum of 5 days' notice is requested of the volunteer/intern before their departure from the Clinic's volunteer program.

### **Confidentiality**

Volunteers will be bound by the same requirements of confidentiality as paid staff. If a volunteer/intern is found to have disrespected and broken the confidentiality of a Clinic client or Clinic staff member the

volunteer/intern will, depending of the level of confidentiality broken, be given a verbal warning, written warning and finally may be asked to leave the Clinic's volunteer program. Please see the Clinic's Confidentiality Agreement Policy.

### **Equal Opportunities**

It is the policy of the Clinic not to discriminate against any volunteer/intern or employee on the basis of race, color, religion (except as required to fulfill duties of a particular position), age, sex, sexual orientation, gender identity, national origin, ancestry, disability, genetic information or veteran status. All employment-related decisions are based solely upon legitimate, job-related factors such as skill, ability and past performance.

Note: The Clinic is very sensitive to the need for diversity in staff given that its target populations, including inner-city residents, domestic violence victims and the Indianapolis Hispanic community, are diverse and we believe diversity of staff will increase our effectiveness and credibility with our target populations. Therefore, the Clinic seeks to ensure that our full time, part time, and contract staff and our volunteers/interns are representative of the diverse populations we serve.

### **References**

The Clinic does not respond to oral requests for references. All requests must be in writing. In the event you leave the Clinic we may be able to provide references to potential employers, depending upon the circumstances, your volunteer history, etc. However, you must first sign a "reference release" waiver, allowing us to release reference information beyond merely confirming that you volunteered at the Clinic for a specific period of time and your position.

### **Insurance**

All Volunteer Attorneys are covered under the Clinic's malpractice insurance.

### **The Volunteer's Voice**

The Volunteer/Intern is encouraged to give feedback about the Clinic and its mission to their supervisor and the Clinic's Volunteer Coordinator. Volunteers and Interns are always encouraged to work with the Volunteer Coordinator on organizing networking events, social gatherings or other fun volunteer community building events as well as writing blog posts on the Clinic's Online Volunteer Community:

[www.volunteer4justice.com](http://www.volunteer4justice.com)

For issues of complaint and grievance please see the Clinic's Volunteer Grievance Policy in this Volunteer Policy Handbook.

### **Volunteer Grievance Policy**

#### **Introduction**

The Neighborhood Christian Legal Clinic aims to create a fun, creative and engaging work environment where volunteers feel valued, safe and heard. The Clinic recognizes that there may be occasions when

volunteers have concerns or grievances and this procedure enables individual volunteers to raise grievances formally should the need arise.

### **Informal Discussions**

If any volunteer/intern has a grievance about their volunteer or internship work, or about a fellow volunteer/intern or paid staff member, the volunteer/intern should discuss it informally, as soon as possible, with their volunteer/internship supervisor. If the grievance involves the supervisor, the Clinic Volunteer Coordinator will take the grievance. The volunteer/intern supervisor or the Clinic Volunteer Coordinator will take the grievance seriously and ensure that everything is done to try and resolve the issue informally. It is hoped that the majority of concerns will be resolved at this stage.

### **Formal Procedure**

#### **Stage 1**

If a volunteer/intern feels that the matter has not been resolved through informal discussions, they should put the complaint in writing to their supervisor. If the complaint involves the volunteer/intern's supervisor the complaint should be put in writing to the Clinic's Volunteer Coordinator.

A meeting will be held between the volunteer/intern and supervisor to respond to the complaints raised. The meeting will be an opportunity for the volunteer/intern to explain their complaints and share how they would like them to be addressed. The volunteer/intern has a right to be accompanied to the meeting.

Following the meeting, the supervisor will give a written response within 5 working days of the meeting outlining how the complaint(s) will be responded to. If the complaint is against another member of staff or volunteer/intern or requires further investigation, the supervisor will need to carry out further meetings or investigations with the Clinic's Volunteer Coordinator. In this case, the 5 working days limit above, may need to be extended.

#### **Stage 2**

If the volunteer/intern feels the issue has still not been resolved satisfactorily, the volunteer/intern must raise the matter, in writing, with the Clinic's Volunteer Coordinator and the Director of Operations (Clinic HR Manager) and/or the Clinic's Managing Attorney. The Volunteer Coordinator, the Director of Operations and/or the Clinic's Managing Attorney will invite the volunteer/intern to a meeting where they can discuss the matter and establish how best to resolve the situation. The volunteer/intern has a right to be accompanied to the meeting.

Following the meeting, the Clinic's Volunteer Coordinator will give a written response within 5 working days of the meeting outlining how the complaint will be responded to. If the complaint is against another member of staff or volunteer/intern, or requires further investigation, the Clinic's Volunteer Coordinator will need to carry out further meetings or investigations. In this case, the 5 working days limit above, may need to be extended.

### **Stage 3**

In extreme situations where the volunteer/intern does not feel the issue is being addressed or resolved satisfactorily the volunteer/intern should put their grievance in writing and send the grievance to the Executive Director of the Neighborhood Christian Legal Clinic. Depending on the nature of the grievance the Executive Director will consult with the chair of the Board of Directors on how best to resolve the problem. This step should only be followed under extreme circumstances and as a last resort.

### **Open Door Policy & Counseling**

Normally, with the exception of complaints of discrimination or harassment, you will be expected to use the Resolving Problems procedure outlined above to resolve a problem. However, if the problem or complaint is of a personal nature, or a very delicate matter, you may meet first with any member of the leadership team, including the Executive Director, to discuss it. He or she will decide if you should first discuss the problem with your immediate supervisor. If so, you will be directed to use the procedure above. If the complaint, suggestion, or question is of such a nature that resolution would be hampered by the above procedures, the leadership person you contact will take the appropriate action.

### **Progressive Disciplinary System**

#### **1. Verbal Warning**

If you fail to follow the Clinic's policies regarding volunteer performance and conduct, you are subject to disciplinary action, up to and including termination. For other than major infractions, which can result in immediate termination, you will first be verbally counseled about the problem with the intent of clearing up any misunderstanding and establishing behavior expected in the future. This oral warning will be documented by your supervisor, noting that the discussion took place, the date, and the subject. Continued violation of policies will result in levels of written notification to you of unacceptable action, and can lead to ineligibility for your merit increases, probation, suspension, or termination.

#### **2. Written Warning**

The second step in the counseling procedure will be a written warning. The written warning is a tool to help the Clinic communicate more effectively with you. It may be used to advise, warn, or otherwise notify you of performance or conduct that is not acceptable. If you receive a written warning about unacceptable performance or conduct, you are encouraged to take advantage of the opportunity to improve, in order to avoid the need for further disciplinary action. You will be asked to sign the memo indicating that you have seen the memo. If you do not agree with the content, you may so indicate.

#### **3. Probation**

Continued violations will necessitate the next step to be taken, which will be probation. A letter advising you of the reason and length of probation will be given to you. The memo will also indicate that unless performance improves or compliance with policies is met, the next step will be termination. You will be asked to sign the memo.

#### **4. Termination**

The final step will be termination. Without improvement, this most drastic step must be taken. It is hoped that the progressive counseling procedures as outlined above will assist you in developing as a supportive volunteer.

### **Exceptions**

The above procedures are intended to be a guide. It is important to note that the severity of the offense might warrant not following the usual sequence set out above, and that the disciplinary action taken may begin at any level, solely at the Clinic's discretion.

The Clinic's provision of a progressive disciplinary system in this section is not meant or intended to limit or waive any right of the Clinic to terminate the volunteer relationship at will or without notice or to stop the Clinic to terminate a volunteer at will or without notice.

### **Alcohol, Drugs and Controlled Substances**

The use, sale, transfer, possession, or being "under the influence" of alcohol, drugs, or controlled substances when on duty, on the Clinic property is prohibited. In addition, off duty conduct, which may adversely affect the reputation or interests of the Clinic is prohibited. "Under the influence" for the purpose of this policy, is defined as being unable to perform work in a safe or productive manner, and/or being in a physical or mental condition which creates a risk to the safety and well being of the affected volunteer, employees, the public, or the Clinic property.

Violation of this policy may result in disciplinary action, up to and including possible termination.

### **Smoking**

We feel it is our responsibility to provide a workplace free of exposure to hazardous substances, and we have therefore established our facility as a smoke-free workplace. All volunteers are expected to abide by this policy while acting as a representative of the Clinic.

### **Personal Appearance**

We ask that you dress in a professional manner appropriate for your volunteer/internship position and not distracting to other volunteers, employees, clients or visitors. Remember, you will be seen at all times as a representative of the Clinic.

### **Housekeeping**

Neatness and good housekeeping are signs of efficiency. You are expected to keep your work area neat and orderly at all times. It is a required safety precaution.

Easily accessible trash receptacles and recycling containers are located throughout the building. Please put all litter and recyclable materials in the appropriate receptacles and containers. Always be aware of good health and safety standards, including fire and loss prevention. Please report anything that needs repairing or replacing to the Director of Operations immediately.

### **Personal Phone Calls & Mail**

Emergency calls regarding illness or injury to family members, changed family plans, or calls for similar reasons may be made at any time. Incoming urgent calls will be directed to you.

Please do not use the Clinic as a personal mailing address, and do not put personal mail in the stacks that are to be run through the postage meter. Although the amount may seem small, it still is considered theft, and will result in disciplinary action.

### **Security**

Maintaining the security of the Clinic buildings and vehicles is every volunteer's responsibility. Develop habits that ensure security as a matter of course. For example:

- Always keep cash properly secured. If you are aware that cash is insecurely stored, immediately inform the person responsible.
- Know the location of all alarms and fire extinguishers, and familiarize yourself with the proper procedure for using them, should the need arise.
- When you leave the Clinic's premises make sure that all entrances are properly locked and secured.

In order to provide a secure work environment for volunteers, the Clinic reserves the right to inspect an volunteer's desk, vehicle, packages, or any personal items brought to the Clinic at any time while on the Clinic's property or while on duty. Such an inspection would be conducted by a member of the leadership team and a witness. Failure to comply with a request for an inspection may be grounds for termination.

### **Solicitations & Distributions**

Solicitation or distribution of materials by volunteers is not permitted.

### **Holidays**

The following holidays are recognized by the Clinic as office closures, and are scheduled on the day designated by common business practice:

- New Year's Day
- Martin Luther King's Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

### **Inclement Weather**

If severe weather conditions exist, the Indianapolis office will not open its doors to the public if Indianapolis Public Schools announces school closures for the entire day and those closures are for purposes of snow and/or ice. The Ft. Wayne office will follow the Fort Wayne Community Schools closures if those closures are for the purpose of snow and/or ice.

## **Business Expense Reimbursement**

You must have the Executive Director or supervisors authorization prior to incurring an expense on behalf of the Clinic. To be reimbursed for all authorized expenses incurred on behalf of the Clinic, you must submit an expense report accompanied by receipts to the Director of Operations.

## **Personal Vehicle Use Policy**

*Mileage, in general:* Should a volunteer need to drive for work purposes, the volunteer will be reimbursed by the Clinic at a rate of thirty (30) cents per mile driven, excluding commuting miles (normal travel between office and residence).

- *Parking and other tolls:* The volunteer will also be reimbursed for tolls and parking fees incurred while on Clinic business.
- *Documentation:* Documentation of mileage travelled will be needed for each reimbursement. A print out of Google maps or some variation will be adequate, along with an appropriate description of the reason for travel. It is entirely the responsibility of the volunteer to provide sufficient documentation for the purposes of mileage reimbursement.
- *Federal Tax Deduction:* The volunteer should feel free to claim any mileage *that is not reimbursed by the Clinic* as a deductible business-related expense on their federal tax returns at the applicable federal mileage reimbursement rate, if appropriate.
- *Carpooling Provision:* To limit travel expenses, volunteers should strive to carpool to Clinic business-related events. Thus, only one vehicle's mileage is reimbursable unless it is necessary to drive more than one car. In such a case, the additional vehicle mileage should also be charged to the Clinic.
- *Accidents:* If you have an auto accident while on Clinic business, please contact your insurance company and the Director of Operations immediately.
- *Traffic fines:* Any traffic fines imposed while on Clinic business are the employee's responsibility.

## **ANTI-HARASSMENT POLICY AND COMPLAINT PROCEDURE**

### **Purpose**

The Clinic's policy is to promote a respectful work environment. In addition, the Clinic intends to maintain a workplace free of sexual and other harassment and intimidation, including harassment based on race, color, sexual orientation, gender identity, sex (with or without sexual conduct), religion, national origin, protected activity (i.e. opposition to prohibited discrimination or participation in the complaint process), age, disability, genetic information or any other protected categories. Harassment will not be tolerated by the Clinic. The Clinic is also committed to ensuring that its employees are not subjected to harassment by non-employees. Accordingly, this policy applies to management, non-management employees, clients, vendors, and others with whom we have a relationship.

### **What is Harassment?**

Sexual and other harassment is a form of misconduct that undermines the integrity of the employment relationship. Harassment is not only offensive, but it may also harm morale and interfere with our effectiveness and our ability to fulfill our responsibilities to our fellow coworkers and clients. All employees must be allowed to work in an environment free from unsolicited and unwelcome sexual overtones and harassment in any form. It is also important to recognize that the

workplace travels with us wherever we go (including conferences, meetings, casual get-togethers after work). Accordingly, harassment is not tolerated on Clinic property or any other location. Sexual harassment, for purposes of this policy, is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of the individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

#### **Examples of Conduct That Constitute Harassment**

Sexual harassment does not mean occasional compliments of a socially acceptable nature.

However, sexual harassment does include, but is not limited to, actions such as:

- sex-oriented verbal "kidding" or abuse, crude or offensive language, jokes, or pranks.
- possession, display, or distribution of photographs, drawings, objects, or graffiti of a sexual nature (employees should keep in mind that this type of material may not be placed on walls, bulletin boards, or elsewhere on Clinic property, nor should it be circulated in the workplace).
- subtle or other pressure for sexual activity.
- epithets, slurs, put-downs, negative stereotyping, or threatening, intimidating or hostile acts.
- physical conduct such as patting, pinching, or constant brushing against another's body.
- explicit demands for sexual favors, whether or not accompanied by implied or overt promises of preferential treatment or threats concerning an individual's employment status.
- offensive sexual flirtations, advances or propositions.
- any other offensive, hostile, intimidating, or abusive conduct of a sexual nature.

Keep in mind that this Policy applies not only to sexual harassment, but to harassment in general. Therefore, the above activities or conduct that relate to an individual's race, sexual orientation, gender identity, age, religion, national origin, disability, and any other protected category may also violate our Policy. For example, written or graphic material that defames or shows hostility or aversion toward an individual or group (including religious groups) violate this Policy.

#### **Complaint Procedure**

We have adopted a complaint procedure that assures a prompt, thorough, and impartial investigation of all complaints, followed by swift and appropriate corrective action where warranted. We encourage employees to report harassment and other inappropriate conduct before it becomes severe or pervasive. While not all incidents of harassment violate the law, we intend to prevent and correct harassment and other inappropriate conduct before it rises to the level of a violation of law.

Any employee who believes that he or she has been a victim of some form of sexual or other harassment or other inappropriate conduct or behavior should report the incident immediately in writing to the Executive Director, the Director of Operations, or the employee's supervisor. No one will be subject to adverse treatment or retaliation because they report harassment or provide information concerning such reports.

#### **Responsibility of Supervisors, Managers and Others**



All supervisors and other members of management are held accountable for the effective administration of this Policy. If a supervisor or other member of management is advised of any alleged violation of this Policy, or if he/she independently observes conduct which may be prohibited by this policy, he/she must immediately report the matter to the Executive Director or the Office Manager so that an appropriate investigation can be initiated. Under no circumstances will the individual who conducts the investigation or who has any direct or indirect control over the investigation be subject to the supervisory authority of the alleged harasser.

In addition to the above, any employee who is aware of any conduct or other circumstances that may violate this Policy must report this to the Executive Director, the Office Manager, or the employee's supervisor.

**Confidentiality**

The complaint and information collected during such an investigation will be kept confidential to the extent possible and will not be disclosed unnecessarily or to persons not involved directly in conducting the investigation and determining what action, if any, to take in response to the complaint. Complete confidentiality cannot be guaranteed because an effective investigation usually requires revealing certain information to the alleged harasser and potential witnesses.

**Remedial and Corrective Action to be taken by the Clinic**

Following the receipt of a complaint, management will initiate a prompt investigation. Typically, this investigation will involve an initial interview with the complainant and interviews with any other individuals who are involved, including the accused employee. If, following a complaint of sexual or other harassment, an investigation reveals that some act of sexual or other harassment, or other inappropriate conduct or behavior, has occurred, prompt and appropriate corrective action will be taken. If no determination can be made because the evidence is inconclusive, the parties will be informed of this result and of any preventive measures that will be undertaken, which may include counseling, training, and/or monitoring.

The person who engaged in inappropriate conduct or behavior in violation of this Policy will be subject to sanctions or penalties, up to and including suspension and/or immediate termination of employment. If the offender is not a Clinic employee, we will take reasonable measures to the extent we can exercise any control over the problem.

**Receipt & Acknowledgment of The Clinic Volunteer Handbook**

This Volunteer Handbook is an important document intended to help you become acquainted with the Clinic. This Handbook will serve as a guide. It is not a contract.

The contents of this Handbook may be changed at any time at the discretion of the Clinic. Please read the following statements and sign below to indicate your receipt and acknowledgment of the Clinic Volunteer Handbook.

I have received and read a copy of the Clinic Volunteer Handbook. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of the Clinic at any time. I understand that this handbook replaces (supersedes) all other previous handbooks for the Clinic as of June, 2014.

I am aware that during the course of my volunteering, confidential information will be made available to me. I understand that this information must not be given out or used outside of the Clinic’s premises. In the event of termination, whether voluntary or involuntary, I hereby agree not to utilize or exploit this information.

I am aware that the Clinic is a law office and that during the course of my volunteering I will be exposed to confidential information of the Clinic’s clients. I understand that the attorney-client privilege applies to the Clinic, and that the Clinic and its attorneys are regulated by the Indiana Supreme Court and ethical rules, and, therefore, information about or relating to the Clinic’s clients must not be given out or used outside of the Clinic’s premises. I understand and agree that my failure to preserve the confidentiality of information I learn or perceive during the course of my time at the Clinic about or relating to the Clinic’s clients constitutes cause for dismissal. In the event of termination, whether voluntary or involuntary, I hereby agree not to divulge, utilize, or exploit any such information I have learned or perceived.

I understand that my signature below indicates that I have read and understand the above statements and have received a copy of the Clinic Volunteer Handbook.

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Volunteer’s Printed Name/Position \_\_\_\_\_

Volunteer’s Signature/Date \_\_\_\_\_

Authorized Signature/Date \_\_\_\_\_