



Human Rights Commission Meeting Agenda Packet
Thursday, August 27, 2026
6:00pm
City Space
100 5th Street NE
Charlottesville, VA 22902

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Attachment I



Human Rights Commission Meeting Agenda
Thursday, August 27, 2026
6:00 pm
City Space
100 5th Street NE
Charlottesville, VA 22902

Special Meeting: Case 2025-2 Public Administrative Appeal Hearing

I. WELCOME

- Call to order/Roll call
- Mission (recited by all): *Act as a strong advocate for justice and equal opportunity by providing citywide leadership and guidance in the area of civil rights.*

II. CASE 2025-2 PUBLIC ADMINISTRATIVE APPEAL HEARING

- Hearing panel discussion
- Hearing panel decision*

III. NEXT STEPS & ADJOURN

* ACTION NEEDED

Please take Notice that this in-person meeting of the Human Rights Commission is for the purposes of planning, developing, and drafting management and administration documents for the Human Rights Commission. This in-person meeting will be a limited public forum to conduct an administrative appeal hearing for Case 2025-2.

Individuals with disabilities who require assistance or special arrangements to participate in the public meeting may call the ADA Coordinator at (434) 987-1267 or submit a request via email to ada@charlottesville.gov. The City of Charlottesville requests that you provide a 48-hour notice so that proper arrangements may be made.

Attachment II

RULES AND PROCEDURES OF THE HUMAN RIGHTS COMMISSION

CITY OF CHARLOTTESVILLE, VIRGINIA

The Human Rights Commission, established pursuant to Article XV, Sections 2-430 to 2-443 of the Charlottesville City Code (the Charlottesville Human Rights Ordinance), hereby adopts the following rules and procedures for the execution of its duties and responsibilities thereunder:

1. Composition of the Human Rights Commission

- a. The Commission membership shall consist of no less than nine members appointed by City Council, and shall be broadly representative of the City's population, with consideration of racial, gender (including gender identity, transgender status, and sexual orientation), religious, ethnic, disabled, socio-economic, geographic neighborhood and age groups within the City.
- b. Of the members first appointed, at least three shall be appointed for terms of three years, at least three shall be appointed for terms of two years, and at least three shall be appointed for terms of one year. Thereafter members shall be appointed for terms of three years each.
- c. Despite the expiration of a member's term, the member shall continue to serve until a successor is appointed by City Council. Any vacancy during a term shall be filled by the City Council for the unexpired portion of that term. Following notice to the member, any member of the Commission may be removed for good cause by a majority vote of City Council.
- d. Members of the Commission shall serve without compensation, but funds may be appropriated in the City's annual budget for reasonable and necessary expenses to be incurred by Commission in the conduct of its prescribed functions.

2. Officers and Duties

- a. **Officers.** The officers of the Human Rights Commission shall be a Chair, a Vice Chair and a Secretary, who shall have the duties set forth below.
- b. **Duties of Officers.**
 - i. **Chair.** The Chair shall be elected from the Commission's membership. It shall be the duty of the Chair to execute all documents on behalf of the Commission, to act as liaison between the Commission and the Office of Human Rights and Director of the Human Rights Commission, to cause all resolutions, approvals and other actions of the Commission to be executed or carried out, to determine that all matters delegated to the Commission by state statute, city ordinance, or at the instance of the City Council are properly brought before the Commission.
 - ii. **Vice Chair.** The Vice Chair shall be elected from the Commission's membership and shall exercise the powers and perform the duties of the Chair during the absence, disability or disqualification of the Chair.
 - iii. **Secretary.** The Director of the Human Rights Commission or designated staff shall be the Secretary of the Commission. If the position of Director of the Human Rights Commission is vacant, then the Acting Director or other person designated by the

City Manager shall serve as Secretary until the position of Director is filled. The Secretary shall not be a member of the Commission and shall have no right to vote. It shall be the duty of the Secretary to keep minutes of the Commission's proceedings in accordance with the requirements of the Virginia Freedom of Information Act ("FOIA") and any other applicable provisions of law; to give notices required by law or these bylaws; to prepare, in consultation with the Chair, the agenda for all meetings of the Commission; to be custodian of and maintain the Commission's public records and other records, as required in the performance of its duties and functions; to inform the Commission of correspondence relating to the business of the Commission and to respond to such correspondence unless responsibility is otherwise assigned by the Chair; to act as liaison with the City Manager, City departments and agencies, and to execute on behalf of the Commission any documents requiring the signature of the Secretary. In the event the Secretary is absent from any meeting, the Chair presiding at the meeting shall designate an individual to perform the duties of Secretary for that meeting.

- c. **Terms, Vacancies, and Ad-Hoc Elections.** The term of office for the Chair and Vice Chair shall be for one year. The Chair shall be eligible for reappointment to no more than one additional one-year term. Should any vacancy occur among the offices of the Chair or Vice Chair during the term of office, the Commission shall fill that vacancy as promptly as practicable. The following procedure shall be used to fill such vacancies.
- i. When a vacancy occurs in the office of Chair or Vice Chair during the term of office, the Secretary shall promptly notify all Commission members of the vacancy and place the matter of filling the vacancy on the agenda for the next regular meeting, or a special meeting may be called pursuant to Section 3.4. To conduct the election, a quorum as defined in Section 4.1 must be present at the meeting.
 - ii. The Secretary shall preside over the meeting during the officer elections process.
 - iii. At the meeting designated for the election, the presiding officer shall call for nominations from the floor, with only names that are moved and seconded being placed in nomination. Any Commission member may move or second their own name. After it appears no one else wishes to make a nomination, the presiding officer will ask if there are any further nominations, and if there are no responses, nominations shall be declared closed.
 - iv. If both the Chair and Vice Chair positions are vacant, the election for the office of Chair will be held first, followed by the election for the office of Vice Chair. If only the Vice Chair position is vacant, Commissioners shall begin with the election for the office of Vice Chair.
 - v. Commissioners will then vote on the first person nominated for the vacant office. A Commission member who is nominated may vote for themselves.
 - vi. If a majority of those present and voting affirmatively vote for the first candidate, that person is elected to the vacant office, and there is no further voting. If the first candidate does not receive a majority, the Commission will then vote on the second person nominated. If no nominee receives a majority, no further voting may occur during that meeting unless there is a motion, second, and affirmative vote to reopen nominations, in which case the process described in this paragraph will be repeated in consideration of any newly or renominated candidates.
 - vii. Following the election, offices are effective immediately. Following an election for the office of Chair, the newly-elected Chair will preside over the remainder of the meeting. The individual(s) elected shall serve for the balance of the unexpired term of that office until the next annual election in January. Service of the balance of an

unexpired term shall not be considered a full term for purposes of eligibility for reappointment to an office, when applicable.

d. **Annual Officer Elections Procedures.** The Chair shall appoint a nominating committee of no less than three members of the Commission, who shall meet in October of each year to make recommended nominations for the offices of Chair and Vice Chair. The recommended slate will be presented to the full Commission at the December meeting. At the Commission's January meeting of each year, the officer election rules below may be invoked by any member who wishes to make nominations in addition to the Nominating Committee's recommended slate.

- i. The Secretary will Chair the meeting during the officer elections process.
- ii. The Secretary will ask for nominations for the Office of Chair. Only names that are moved and seconded will be placed in nomination. Any Commission member may move or second their own name. After one or more persons are nominated and it appears that no one else wishes to make a nomination, the Secretary will ask if there are any further nominations. If there are no responses, the Secretary will declare that nominations for the Office of Chair are closed.
- iii. Commissioners will then vote on the first person nominated for the Office of Chair. A Commission member who is nominated may vote for themselves.
- iv. If a majority of those present and voting affirmatively vote for the first candidate, that person is elected Chair and there is no further voting. If the first candidate does not receive a majority, the Commission will then vote on the second person nominated. If no nominee receives a majority, there will need to be a motion, second, and vote on reopening nominations.
- v. After a Commissioner is elected as Chair, the same procedure will be followed for the election of Vice-Chair. Following the election of the Vice-Chair, the newly-elected Chair will chair the remainder of the meeting.

3. Meetings

- a. **Election Meetings.** The Commission shall hold an annual election meeting, which shall take place during the first regular meeting of the Commission in the month of January of each year. At this meeting, the members of the Commission shall elect officers. The Commission may also conduct such other business as shall be placed on the agenda in accordance with the provisions of these bylaws.
- b. **Annual Planning Meetings.** The Commission shall hold an annual planning meeting, which shall take place during the regular meeting of the Commission in the month of March of each year. At the annual planning meeting, the members of the Commission shall adopt the work plan for the ensuing year. The Commission may also conduct such other business as shall be placed on the agenda in accordance with the provisions of these bylaws.
- c. **Regular Meetings.** Regular meetings shall be held on the third Thursday of each month. The basic order of business will be as set forth in 4.3, following below.
- d. **Special Meetings.** Special meetings may be called by the Chair, the Vice Chair in the absence of the Chair, or by any two members, upon written request to the Secretary.
- e. **Work Sessions.** Work sessions are special meetings that may be held at the request of the Chair, or the Vice Chair in the absence of the Chair. Work sessions shall be held for the purpose of inquiry and discussion and no official action shall be taken at such meetings.

- f. **Public meetings; exceptions for Closed Sessions.** Meetings of the Commission shall be open meetings, as that term is defined within FOIA, except that the Commission may hold closed meetings when authorized pursuant to Va. Code Section 2.2-3711, and upon compliance with the closed meeting procedures and certification requirements set forth within Va. Code Section 2.2-3712.
- g. **Notice of Meetings.**
 - i. The Secretary shall give notice of all meetings (annual, regular, special, and work session) to all members of the Commission, three days prior to such meeting, or, for a special meeting or work session, such other notice as is reasonable under the circumstances. Such notice shall state the time and place of such meetings. With respect to regular meetings and the annual meeting, such notice shall be accompanied by an agenda prepared in accordance with the provisions of these rules and procedures and accompanied by such documentation as may be reasonable to permit the members of the Commission to consider the business which they are called upon to act. With respect to work sessions and special meetings, the notice shall state the purpose of the meeting or the nature of the discussion or inquiry to be undertaken and shall be accompanied by such documentation as may be available and practicable to provide to enable the members of the Commission to thoughtfully consider the business to come before the meeting.
 - ii. The Secretary shall place notice of the date, time, and location of each Commission meeting in a prominent public location at which notices of City Council meetings are regularly posted and shall also post such notice on the City's website. This public notice shall be posted at least three (3) working days prior to the meeting; however, notice of a special, emergency, or continued meeting may be given upon fewer than 3 days' notice, if reasonable under the circumstances and if such notice is given contemporaneously with the notice provided to Commission members. At least one copy of all agenda packets and, unless a specific FOIA exemption applies, all materials furnished to Commission members for a meeting, shall be made available for public inspection in the office of the Director at the same time such documents are furnished to the Commission.
 - iii. For the purposes of this section, and as used throughout these rules and procedures, the term "notice" shall mean and include any format within the definition of a "public record" set forth in FOIA, at Virginia Code Sec. 2.2-3701.

4. Conduct of Meetings.

- a. **Quorum.** A majority of currently serving Commissioners ("quorum") must be in attendance at a meeting of the Commission in order for business to be legally transacted. Except as expressly provided in Virginia Code Section 2.2-3708(G) or 2.2-3708.1, the Commission shall not conduct a meeting where its business is discussed or transacted through any means of communication where the members are not physically assembled.
- b. **Procedure.** All meetings of the Commission shall be conducted in accordance with Martha's Rules of Order as amended and adopted by the Commission on February 20, 2020. The

Chair of the Commission, or in their absence, the Vice Chair, or in the absence of both, the person having been designated by the Chair as parliamentarian, shall preside at meetings of the Commission.

- c. **Proceedings.** At any meeting of the Commission, the Commission may hear, review, discuss and act upon, and otherwise transact business related to, any matters within its role, and within the scope of its duties and responsibilities, as described within the Charlottesville Human Rights Ordinance. At any regular meeting and annual meeting of the Commission, the order of business to come before the meeting shall be as expressed on the agenda sent out with the notice of the meeting provided, however, the presiding officer, with the consensus or affirmative vote of a majority of the Commissioners, may change the order of business on the agenda for any reason, or may add a matter to the agenda.
- d. **Voting.** All business transacted by the Commission shall be authorized by a vote of the majority of members present and voting taken at a lawful meeting conducted in accordance with these rules and procedures. At all meetings of the Commission, each member present shall be entitled to cast one vote providing there is a physical quorum. A decision on whether to hold a public hearing on a complaint of an unlawful discriminatory practice shall not be valid unless authorized by a majority of the full Commission members. No vote of the Commission shall be taken by secret or written ballot. A member may vote by telephone or other electronic communication means as expressly authorized by FOIA Section 2.2-3708.1.
- e. **Committees.** The Commission may, in its discretion, delegate any of its duties or responsibilities to a panel of not less than three Commissioners. Any such panel shall constitute a committee of the Commission, which shall transact the delegated business of the Commission following the same rules, procedures, and meeting requirements applicable to the Commission, except it shall not be authorized to vote on any matter. Rather, any such committee shall bring its recommendations to the full membership of the Commission for a vote in accordance with these rules. No such committee may include individuals who are not members of the Commission; however, the Commission may appoint advisory committees or form task forces which may include individuals who are not members of the Commission.
 - i. **Ad hoc Committees.** The Chair may recommend the formation of Ad hoc Committees for the purpose of addressing specific issues of concern to the Commission or to develop and implement projects approved by the Commission. The Chair of the Commission appoints members of each Ad hoc Committee and a Chair of each committee is selected from committee members. Commission staff is responsible for assisting Committee chairs with setting Committee meeting agendas and preparing Committee reports for presentation to the full Commission during its regular meetings.

5. Conflicts of Interest.

- a. All members of the Human Rights Commission are subject to the Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 et seq.) ("COIA") and are required to read and familiarize themselves with the provisions of COIA.

- i. In the event that any member shall have a “personal interest in a transaction” as defined by Va. Code Section 2.2-3101, in a matter before the Commission, the member shall be required to make a declaration of such interest before participating in the transaction, and the member may be required to disqualify himself from participating in the transaction. The member’s obligations in a given situation shall be determined in accordance with Va. Code Section 2.2-3112. It is the obligation of each member to ascertain whether he or she has a personal interest in a transaction, and to take action in accordance with Va. Code 2.2-3112 immediately upon concluding that a personal interest does exist; however, the issue of personal interests of a commission member may also be raised by other members or by individuals who are not members.
- ii. Any member of the Commission may request an advisory opinion from the Commonwealth's Attorney or the City Attorney or his or her representative, as to
- iii. whether a personal interest exists and, if so, what are the Commissioner’s obligations under COIA. An opinion of the Commonwealth’s Attorney or the City Attorney shall have the effect specified in Va. Code Sec. 2.2-3121.
- iv. Every declaration and disqualification required pursuant to COIA shall be reflected in the public records of the Commission for a period of five (5) years, in the office of the Director.
- v. In the event of a disqualification, the disqualified member shall be prohibited from (i) attending any portion of a closed meeting when the matter in which he or she has a personal interest is discussed, and (ii) discussing the matter in which he or she has a personal interest with other members of the Commission, with the Director, or with other officers or employees of the City government, at any time.
- vi. At all times, Commission members shall conduct themselves and the Commission’s business in accordance with all applicable requirements of COIA, including those provisions not specifically referenced within these rules and procedures.

6. Community Participation

- a. **Public notice.** Public notice of all meetings of the Commission will be provided as set forth in 3.6, above. In addition, the Commission may direct the Secretary to give additional or special notice, or advertise or announce specific matters before the Commission, as the Commission may deem appropriate.
- b. **Public Participation.** At the beginning and at the end of each of its open meetings the Commission will receive public comment in accordance with City Council’s “Rules for Public Participation,” which Rules are hereby adopted and incorporated by reference within these rules and procedures, as rules of the Commission.

7. Reports.

- a. **Quarterly Reports.** The Commission shall make quarterly reports to the City Council concerning the operation of the Commission and the Office of Human Rights and the status of the performance of the duties, responsibilities, and roles set forth within the Charlottesville Human Rights Ordinance. Quarterly reports shall be submitted each year in the months of January, April, July, and October.
- b. **Annual Reports.** The Commission shall present a calendar year annual report to the

City Council concerning the operation of the Commission and the Office of Human Rights and the status of the performance of the duties, responsibilities, and roles set forth within the Charlottesville Human Rights Ordinance. Annual reports shall be submitted each year on a date specified by the City Council.

8. Public Hearings.

- a. **Findings of Reasonable Cause.** The following procedure is for public administrative hearings held by the Human Rights Commission for the purpose of reviewing a finding of reasonable cause, made by the Director of the Human Rights Commission, on a complaint investigated by the Office of Human Rights. This procedure is intended to supplement Section 2-439.1 of the Charlottesville Human Rights Ordinance (Code of the City of Charlottesville, Chapter 2, Article XV) and should be updated, as needed, to remain in accordance with the Ordinance.
 - i. When the Director of the Human Rights Commission makes a determination of reasonable cause on a complaint investigated by the Office of Human Rights, and alternative dispute resolution is unsuccessful, the Director shall send notice to both the complainant and respondent that the complaint has been referred to the Human Rights Commission for a public administrative hearing. This notice should be on City letterhead, signed by the Director, and sent by both postal mail and email, if possible.
 1. For employment, public accommodation, credit, or private education complaints, the Director shall notify both parties that the Review & Determination for the complaint will be shared with the Commission for a vote on whether to hold a public administrative hearing.
 2. For housing complaints, the Director shall notify both parties that the Review & Determination for the complaint will be shared with the Commission and that the complaint will proceed to a public administrative hearing if neither party elects to pursue the complaint through a civil action in court.
 - ii. If legal guidance is needed to proceed, the Director shall also notify the City Attorney's Office of the public administrative hearing using the legal intake system.
 - iii. After sending notice to the complainant and respondent that the case has been referred to the Human Rights Commission for a public administrative hearing, the Director shall share the Review & Determination for the complaint with the Commission.
 - iv. Following receipt of the Review & Determination, the Commission shall take the following actions:
 1. For employment, public accommodation, credit, or private education complaints, the Commission shall decide by majority vote during a public meeting whether to hold a public administrative hearing. Commissioners shall base their decision on how enforcement of the Human Rights Ordinance would be best served.
 - a. If a majority of Commissioners vote not to hold a public hearing, the Commission shall either dismiss the complaint or take such action as it deems appropriate and consistent with the Human Rights Ordinance.

- b. If a majority of Commissioners vote to hold a public hearing, the Commission shall proceed to step v.
 2. For housing complaints, the Commission shall not vote on whether to hold a public hearing but shall proceed directly to step v, if neither the complainant nor respondent has elected to pursue the complaint through a civil action in court.
- v. The Commission shall decide, by majority vote, during a public meeting whether the hearing panel will include the full Commission or a smaller group of at least three Commissioners.
 1. If the Commission chooses to delegate the hearing to a group of three or more Commissioners, the group should have an odd number of members to facilitate decision-making.
 2. The motion to delegate the hearing to a group of three or more Commissioners should name the Commissioners who have been selected as members of the group.
 3. If the Chair is not a member of the hearing panel, they may designate another member of the panel to preside over the hearing.
- vi. In preparation for sharing case records with the Human Rights Commission, the Director and Investigator shall review the Investigative Report, as well as any supporting documents, and redact any personal identifying information.
- vii. After the Commission determines the composition of the hearing panel, the Director shall share the names of the members of the panel with both parties to the complaint. The Director shall confirm with each party whether a conflict of interest exists with any members of the panel.
 1. If there is no conflict identified by either party, the Director shall confirm the composition of the hearing panel with both parties.
 2. If there is a conflict identified by either party, the Director shall notify the Commission Chair. During a public meeting, a different Commissioner shall be selected to replace the panel member with whom there is a conflict of interest, using the selection process described above. The Director shall share the updated membership of the hearing panel with both parties to the complaint. This process shall repeat until it can be confirmed that no member of the panel has a conflict of interest with either party to the complaint.
- viii. Once it is confirmed that there is no conflict of interest between the parties to the complaint and the members of the hearing panel, the Director shall send a confidentiality agreement to all members of the hearing panel. The Director must receive a completed confidentiality agreement from all hearing panel members before sharing any case records with the panel.
- ix. After all members of the hearing panel have signed the confidentiality agreement, and the case records have been compiled and redacted, the Director shall present the case records to the members of the hearing panel.

- x. Electronic communication between Commissioners and staff about the case under review should be confined to City email addresses.
- xi. The Director shall provide the hearing panel with guidance regarding the contents and review of case records. The hearing panel may ask the Director and Investigator questions about the records and investigation.
- xii. The hearing panel may seek legal guidance from the City Attorney's Office as part of their review of the records.
- xiii. The hearing panel may also submit a request to the Director for additional information or evidence panel members believe may be necessary for reviewing the determination.
 - 1. If the hearing panel requests additional information, the Director shall authorize the Investigator to gather any available information.
 - 2. Any additional information gathered by the Investigator shall be redacted to remove any personally identifying information before presentation to the hearing panel.
 - 3. The Commission may invoke its authority to petition for a subpoena to obtain evidence, as directed by the Human Rights Ordinance.
 - 4. The Commissioners shall not accept any unsolicited information or evidence from either party or any individual otherwise associated with the complaint.
 - a. If any Commissioner receives unsolicited information or evidence, the Commissioner receiving such information or evidence shall immediately forward it to the Director.
 - b. If the Office of Human Rights receives such information or evidence, it shall notify the sending party that unsolicited information or evidence shall not be accepted or reviewed by the Commission as part of the public administrative hearing process.
- xiv. Following their review of the case records, the hearing panel shall identify a date, time, and location for the hearing, allowing time for both parties to receive notice no later than 14 calendar days before the date of the hearing.
 - 1. The Director shall notify both parties of the date, time, and location of the hearing at least 14 calendar days before the date of the hearing. This notice should be on City letterhead, signed by the Director, and sent by both postal mail and email, if possible.
 - 2. The hearing shall be publicly noticed as a Special Meeting of the Commission, in accordance with state law.
- xv. During the hearing, the Chair, or the Chair's designee on the hearing panel, shall preside over the hearing. The presiding Commissioner shall lead the panel through a discussion of the case and any additional evidence that was gathered at the panel's request.
 - 1. The Director and Investigator shall also be present during the hearing to answer any questions about the record.
 - 2. The Policy & Impact Analyst may also be present to assist with meeting logistics and recordkeeping.

3. A representative from the City Attorney's Office may also be present to advise Commissioners and staff on any legal matters related to the hearing.
4. The hearing shall be recorded for the purpose of preparing a written record, and such record shall be made available to the public following the hearing.
- xvi. Following the discussion, the presiding Commissioner shall call for a motion from the panel on whether to pursue one of the following actions:
 1. The panel may vote whether to uphold the Director's finding of reasonable cause.
 - a. If a majority of the members of the hearing panel vote to uphold the Director's finding, the Commission shall prepare a written resolution upholding the Director's finding and any remedial actions the Commission recommends, per its authority under the Human Rights Ordinance.
 - i. The Director shall notify both parties of the Commission's finding.
 - ii. Such notice shall include a copy of the Commission's resolution and a summary of any further action to be taken.
 2. The panel may vote whether to overturn the Director's finding of reasonable cause.
 - a. If a majority of the members of the hearing panel vote to overturn the Director's finding of reasonable cause, the Commission shall prepare a written resolution affirming the dismissal of the complaint and summarizing the evidence upon which the reversal of the Director's finding is based.
 - i. The Director shall notify both parties of the Commission's finding.
 - ii. Such notice shall include a copy of the Commission's resolution and communicate clearly that the Commission's decision is final.
 - b. **Findings of No Reasonable Cause.** The following procedure is for public administrative appeal hearings held by the Human Rights Commission for the purpose of reviewing a finding of no reasonable cause, made by the Director of the Human Rights Commission, on a complaint investigated by the Office of Human Rights. This procedure is intended to supplement Section 2-439.1 of the Charlottesville Human Rights Ordinance (Code of the City of Charlottesville, Chapter 2, Article XV) and should be updated, as needed, to remain in accordance with the Ordinance.
 - i. The complainant in a case investigated by the Office of Human Rights may make a written request for a public administrative appeal hearing by the Human Rights Commission when the Director of the Human Rights Commission makes a determination of no reasonable cause on the complaint. The written request for appeal from the complainant must be received by the Commission or Office of Human Rights within 10 calendar days following the complainant's receipt of the notice of dismissal.
 - ii. If the Commission receives a request for appeal directly from the complainant, the Commission Chair shall forward the request to the Director on the same day it was received.

- iii. When the Office of Human Rights receives a written request for appeal from the complainant or a forwarded request from the Commission Chair, staff shall provide a brief response, using the complainant's preferred method of written contact, acknowledging receipt of the request.
 - 1. If the complainant made the request within 10 days of receiving the notice of dismissal, then the response to the complainant shall confirm that the request was timely, the Commission shall be notified of the request, and the Office of Human Rights shall follow up with both parties regarding next steps.
 - 2. If the complainant made the request more than 10 days after receiving the notice of dismissal, then the response shall inform the complainant that the submitted request was not timely and that the dismissal is final.
- iv. The Director shall notify the Chair of the Human Rights Commission of a timely request for appeal on the same day it was received, if the complainant submitted the request directly to the Office of Human Rights.
- v. If legal guidance is needed to proceed, the Director shall also notify the City Attorney's Office of the request for appeal using the legal intake system.
- vi. After notifying the Chair of the Human Rights Commission, the Director shall send notice of the timely request for appeal to both parties. This notice should be on City letterhead, signed by the Director, and sent by both postal mail and email, if possible.
- vii. The Commission shall decide, by majority vote, during a public meeting whether the hearing panel will include the full Commission or a smaller group of at least three Commissioners.
 - 1. If the Commission chooses to delegate the hearing to a group of three or more Commissioners, the group should have an odd number of members to facilitate decision-making.
 - 2. The motion to delegate the hearing to a group of three or more Commissioners should name the Commissioners who have been selected as members of the group.
 - 3. If the Chair is not a member of the hearing panel, they may designate another member of the panel to preside over the hearing.
- viii. In preparation for sharing case records with the Human Rights Commission, the Director and Investigator shall review the Investigative Report, as well as any supporting documents, and redact any personal identifying information.
- ix. After the Commission determines the composition of the hearing panel, the Director shall share the names of the members of the panel with both parties to the complaint. The Director shall confirm with each party whether a conflict of interest exists with any members of the panel.
 - 1. If there is no conflict identified by either party, the Director shall confirm the composition of the hearing panel with both parties.
 - 2. If there is a conflict identified by either party, the Director shall notify the Commission Chair. During a public meeting, a different Commissioner shall be selected to replace the panel member with whom there is a conflict of interest,

using the selection process described above. The Director shall share the updated membership of the hearing panel with both parties to the complaint. This process shall repeat until it can be confirmed that no member of the panel has a conflict of interest with either party to the complaint.

- x. Once it is confirmed that there is no conflict of interest between the parties to the complaint and the members of the hearing panel, the Director shall send a confidentiality agreement to all members of the hearing panel. The Director must receive a completed confidentiality agreement from all hearing panel members before sharing any case records with the panel.
- xi. After all members of the hearing panel have signed the confidentiality agreement, and any records to be shared have been compiled and redacted, the Director shall present the Review & Determination along with the redacted Investigative Report to the hearing panel.
- xii. Electronic communication between Commissioners and staff about the case under review should be confined to City email addresses.
- xiii. The Director shall provide the hearing panel with guidance regarding the contents and review of case records. The hearing panel may ask the Director and Investigator questions about the records and investigation.
- xiv. The hearing panel may seek legal guidance from the City Attorney's Office as part of their review of the records.
- xv. The hearing panel may also submit a request to the Director for additional information or evidence panel members believe may be necessary for reviewing the determination.
 - 1. If the hearing panel requests additional information, the Director shall authorize the Investigator to gather any available information.
 - a. Any additional information gathered by the Investigator shall be redacted to remove any personally identifying information before presentation to the hearing panel.
 - b. The Director shall present the redacted information to the hearing panel.
 - 2. The Commission may invoke its authority to petition for a subpoena to obtain evidence, as directed by the Human Rights Ordinance.
 - 3. The Commissioners shall not accept any unsolicited information or evidence from either party or any individual otherwise associated with the complaint.
 - a. If any Commissioner receives unsolicited information or evidence, the Commissioner receiving such information or evidence shall immediately forward it to the Director.
 - b. If the Office of Human Rights receives such information or evidence, it shall notify the sending party that unsolicited information or evidence shall not be accepted or reviewed by the Commission as part of the public administrative hearing process.

- xvi. Following their review of the case records, the hearing panel shall identify a date, time, and location for the hearing, allowing time for both parties to receive notice no later than 14 calendar days before the date of the hearing.
 - 1. The Director shall notify both parties of the date, time, and location of the hearing at least 14 calendar days before the date of the hearing. This notice should be on City letterhead, signed by the Director, and sent by both postal mail and email, if possible.
 - 2. The hearing shall be publicly noticed as a Special Meeting of the Commission, in accordance with state law.
- xvii. During the hearing, the Chair, or the Chair's designee on the hearing panel, shall preside over the hearing. The presiding Commissioner shall lead the panel through a discussion of the case and any additional evidence that was gathered at their request.
 - 1. The Director and Investigator shall also be present during the hearing to answer any questions about the record.
 - 2. The Policy & Impact Analyst may also be present to assist with meeting logistics and recordkeeping.
 - 3. A representative from the City Attorney's Office may also be present to advise Commissioners and staff on any legal matters related to the hearing.
 - 4. The hearing shall be recorded for the purpose of preparing a written record, and such record shall be made available to the public following the hearing.
- xviii. Following the discussion, the presiding Commissioner shall make a motion to hold a vote whether to uphold the Director's finding of no reasonable cause.
 - 1. If a majority of the members of the hearing panel vote to uphold the Director's finding, the Commission shall prepare a written resolution upholding the Director's dismissal of the complaint.
 - a. The Director shall notify both parties of the Commission's finding.
 - b. Such notice shall include a copy of the Commission's resolution and communicate clearly that the Commission's decision is final.
 - 2. If a majority of the members of the hearing panel vote to overturn the Director's finding, the Commission shall prepare a written resolution summarizing the evidence upon which the reversal of the Director's finding is based, accompanied by recommendations for further action.
 - a. The Director shall notify both parties of the Commission's finding.
 - b. Such notice shall include a copy of the Commission's resolution and a summary of any further action to be taken.

9. Amendments.

These bylaws, rules and procedures may be amended by vote of a majority of the Commission at any meeting provided, however, notice of such proposed amendment shall be given to each member of the Commission in writing at least five days prior to such meeting.

AMENDMENTS

Human Rights Commission Policy on Individual Participation in Meetings by Electronic Means Administrative Policy No. 1: Approved May 21, 2015 and amended May 18, 2023.

- I. **Policy Statement:** It is the policy of the Charlottesville Human Rights Commission (HRC) that individual members of the HRC may participate in meetings of the Commission by electronic means as permitted by City Policy No. 100-02, as enabled by City Council Resolution #R22-110 (September 6, 2022), City Code Sec. 2-149 & 2-154, and Va. Code Sec. 2.2-3708.3, 15.2-1107, and 15.2-1541.
- II. **Eligibility:** This policy shall apply to the entire membership of the HRC and without regard to the identity of the member requesting remote participation or the matter considered or voted on at the meeting.

Martha's Rules of Order

As adopted by the HRC on February 20, 2020

1. The proposal is presented. Clarifying questions are taken.
 - a. Proposal should always be in writing.
2. Friendly amendments are offered. Discussion is allowed only on the amendments.
 - a. Amendments should be prepared in advance when possible.
3. Speakers in favor of the proposal present their views.
 - a. This is not a time for debate.
 - b. Time limits should be set and enforced.
4. Speakers in opposition to the proposal present their views.
 - a. This is not a time for debate.
 - b. Time limits should be set and enforced.
5. General discussion and/or debate OR small group discussion time on the proposal is allowed.
 - a. Time limit on discussion is set by the group.
 - b. Facilitator helps group identify key issues.
 - c. Motion to table or refer is in order and requires $\frac{3}{4}$ vote.
6. First vote is taken.
 - a. People vote
 - i. In favor of the proposal, or
 - ii. Can live with the proposal, or
 - iii. Opposed to the proposal.
 - b. If a majority of those present votes "in favor" or "can live with," proceed to Step 8.
 - c. If less than a majority of those present votes "in favor" or "can live with," proposal dies.
7. Those voting in opposition are allowed to state their objections and concerns.
 - a. No discussion is allowed, only clarifying questions.
8. The second vote is taken as in Step 6.
 - a. It takes a majority of those present to override objections and pass the proposal.

Attachment III

Article XV. Human Rights

Sec. 2-430.1.	Short title.
Sec. 2-430.2.	Definitions.
Sec. 2-431.	Unlawful discrimination prohibited generally.
Sec. 2-431.1.	Unlawful employment discrimination prohibited.
Sec. 2-431.2.	Unlawful housing discrimination prohibited.
Sec. 2-431.3.	Unlawful public accommodation, credit, and private education discrimination prohibited.
Sec. 2-432.	Human Rights Commission.
Sec. 2-433.	Role of the Human Rights Commission.
Sec. 2-434.	Office of Human Rights.
Sec. 2-435.	Role of the Office of Human Rights.
Sec. 2-436.	Reserved.
Sec. 2-437.1.	Investigation of individual employment discrimination complaints and issuance of findings.
Sec. 2-437.2.	Investigation of individual housing discrimination complaints and issuance of findings.
Sec. 2-437.3.	Investigation of individual public accommodation, credit, or private education discrimination complaints and issuance of findings.
Sec. 2-438.	Interference, coercion, intimidation, or retaliation prohibited.
Sec. 2-439.1.	Enforcement authority – The role of the Commission regarding individual complaints of discrimination.
Sec. 2-439.2.	Enforcement authority – The role of the Commission regarding Court enforcement of individual complaints of employment, public accommodation, credit, or private education discrimination.
Sec. 2-440.	Confidentiality.
Sec. 2-441.	Annual Report.
Sec. 2-442.	Severability.
Sec. 2-443.	No waiver of other legal rights.

Sec. 2-430.1. Short title.

This Article shall be known and referred to as the Charlottesville Human Rights Ordinance.

Sec. 2-430.2. Definitions.

- (a) Terms used in this ordinance to describe prohibited discrimination in employment shall have the meanings as ascribed to them under Virginia Human Rights Act. Va. Code §§ 2.2-3900- 3909., Va. Code § 15.2-965 as it relates to “Gender identity” “Military status” “Religion” and “Sexual orientation”, and 42 U.S.C. §§ 1981-2000h-6., as amended.
- (b) Terms used in this ordinance to describe prohibited discrimination in housing shall have the meanings as ascribed to them under the Virginia Human Rights Act, Va. Code §§ 2.2-3900- 3909., Va. Code § 15.2-965 as it relates to “Gender identity” “Military status” “Religion” “Sexual orientation”, and Virginia Fair Housing Law, Va. Code § 36-96.1:1., and 42 U.S.C. § 3602, as amended.
- (c) Terms used in this ordinance to describe prohibited discrimination in public accommodations, credit, and private education shall have the meanings as ascribed to them under the Virginia Human Rights Act., Va. Code §§ 2.2-3900-3909. and Va. Code § 15.2-965. as it relates to “Gender identity” “Military status” “Religion” and “Sexual orientation, and for public accommodation under 42 U.S.C. § 2000a., as amended.
- (d) The term “jurisdictional” as used in this ordinance shall mean that an allegation of discrimination is timely, the person who experienced harm is the person bringing forth the allegation and falls within a covered group under this ordinance, the respondent falls within a covered group under this ordinance, the alleged discriminatory act is covered by this ordinance, and the alleged discriminatory act took place within the geographical boundary of the City of Charlottesville and/or the alleged respondent is registered within the corporate jurisdiction of the City of Charlottesville.
- (e) The term “inquiry” as used in this ordinance shall mean an incoming contact requesting services provided to an individual by the Office of Human Rights and/or an individual allegation of discrimination that falls outside the jurisdiction of the Human Rights Commission and Office of Human Rights, as defined by this ordinance.
- (f) The term “complaint” as used in this ordinance shall mean a timely filing of a jurisdictional allegation of unlawful discrimination, as defined by this ordinance.
- (g) The phrase “alternative dispute resolution” as used in this ordinance shall mean an attempt to resolve a complaint through informal dialogue, mediation, or conciliation.

Sec. 2-431. Unlawful discrimination prohibited generally.

Pursuant to Va. Code Ann. § 2.2-3900. and § 15.2-965., it is the policy of the City of Charlottesville to:

- (a) Safeguard all individuals within the City from unlawful discrimination in employment, housing, public accommodation, private education, and credit.
- (b) Preserve the public safety, health, and general welfare for the City of Charlottesville;
- (c) Further the interests, rights, and privileges of individuals within the City; and

(d) Protect citizens of the City against unfounded charges of unlawful discrimination.

Sec. 2-431.1. Unlawful employment discrimination prohibited.

It shall be unlawful and a violation of this ordinance for any person, partnership, corporation, or other entity to engage in discrimination in employment on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age, marital status, sexual orientation, gender identity, military status, or disability. The prohibited actions in this section shall include and have the meanings ascribed to them in Virginia Human Rights Act, Va. Code §§ 2.2-3900-3909., Va. Code § 15.2-965 and 42 U.S.C. §§ 1981-2000h-6., as amended.

Sec. 2-431.2. Unlawful housing discrimination prohibited.

In accordance with 42 U.S.C. § 3604, 42 U.S.C. § 3605, and 42 U.S.C. § 3606, it shall be unlawful and a violation of this article for any person, partnership, corporation, or other entity:

- (a) To refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, national origin, sex, elderliness, familial status, source of funds, marital status, sexual orientation, gender identity, military status, or disability.
- (b) To discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, national origin, sex, elderliness, familial status, source of funds, marital status, sexual orientation, gender identity, military status, or disability.
- (c) To make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based race, color, religion, national origin, sex, elderliness, familial status, source of funds, marital status, sexual orientation, gender identity, military status, or disability, or an intention to make any such preference, limitation, or discrimination.
- (d) To represent to any person because of race, color, religion, national origin, sex, elderliness, familial status, source of funds, marital status, sexual orientation, gender identity, military status, or disability, that any dwelling is not available for inspection, sale, or rental when such dwelling is in fact so available.
- (e) For profit, to induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of a person or persons of a particular race, color, religion, national origin, sex, elderliness, familial status, source of funds, marital status, sexual orientation, gender identity, military status, or disability.
- (f) Furthermore, it shall be unlawful and a violation of this article for any person, partnership, corporation or other entity:
 - (1) To discriminate in the sale or rental, or to otherwise make unavailable or deny, a dwelling to any buyer or renter because of a disability of the following:
 - (A) that buyer or renter;

- (B) a person residing in or intending to reside in that dwelling after it is so sold, rented, or made available; or
 - (C) any person associated with that buyer or renter.
- (2) To discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of a disability of:
 - (A) that person; or
 - (B) a person residing in or intending to reside in that dwelling after it is so sold, rented, or made available; or
 - (C) any person associated with that person.
- (3) For purposes of this subsection, discrimination includes:
 - (A) a refusal to permit, at the expense of the person with a disability, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises except that, in the case of a rental, the landlord may, where it is reasonable to do so, condition permission for a modification on the renter agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted;
 - (B) a refusal to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling; or
 - (C) in connection with the design and construction of covered multifamily dwellings for a failure to design and construct those dwellings in such a manner that:
 - (i) the public use and common use portions of such dwellings are readily accessible to and usable by people with disabilities;
 - (ii) all the doors designed to allow passage into and within all premises within such dwellings are sufficiently wide to allow passage by people with disabilities requiring the use of wheelchairs; and
 - (iii) all premises within such dwellings contain the following features of adaptive design:
 - a. an accessible route into and through the dwelling;
 - b. light switches, electrical outlets, thermostats, and other environmental controls in accessible locations;
 - c. reinforcements in bathroom walls to allow later installation of grab bars; and
 - d. usable kitchens and bathrooms such that an individual in a wheelchair can maneuver about the space.
- (4) Compliance with the appropriate requirements of the American National Standard for buildings and facilities providing accessibility and usability for physically handicapped people (commonly cited as “ANSI A117.1”) suffices to satisfy the requirements of Sec. 2-431.2.(3).(C).(iii).

(A) As used in this subsection, the term “covered multifamily dwellings” means:

(i) buildings consisting of 4 or more units if such buildings have one or more elevators; and

(ii) ground floor units in other buildings consisting of 4 or more units.

(5) Nothing in this ordinance shall be construed to invalidate or limit any state or federal law or City ordinance that requires dwellings to be designed and constructed in a manner that affords people with disabilities greater access than is required by this subchapter.

(6) Nothing in this ordinance requires that a dwelling be made available to an individual whose tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of others.

(7) In general, it shall be unlawful for any person or other entity whose business includes engaging in residential real estate-related transactions to discriminate against any person in making available such a transaction, or in the terms or conditions of such a transaction, because of race, color, religion, national origin, sex, elderliness, familial status, source of funds, marital status, sexual orientation, gender identity, military status, or disability.

(8) As used in this section, the term “residential real estate-related transaction” means any of the following:

(A) The making or purchasing of loans or providing other financial assistance:

(i) for purchasing, constructing, improving, repairing, or maintaining a dwelling; or

(ii) secured by residential real estate.

(B) The selling, brokering, or appraising of residential real property.

(9) Nothing in this section prohibits a person engaged in the business of furnishing appraisals of real property to take into consideration factors other than race, color, religion, national origin, sex, elderliness, familial status, source of funds, marital status, sexual orientation, gender identity, military status, or disability.

(g) It shall be unlawful to deny any person access to or membership or participation in any multiple-listing service, real estate brokers’ organization or other service, organization, or facility relating to the business of selling or renting dwellings, or to discriminate against an individual in the terms or conditions of such access, membership, or participation, on account of race, color, religion, national origin, sex, elderliness, familial status, source of funds, marital status, sexual orientation, gender identity, military status, or disability.

Sec. 2-431.3. Unlawful public accommodation, credit, and private education discrimination prohibited.

It shall be unlawful and a violation of this article for any person, partnership, corporation, or other entity to engage in discrimination in public accommodations, credit, and private education on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age, marital status, sexual orientation, gender identity, military

status, or disability. The prohibited actions in this section shall include and have the meanings ascribed to them in Virginia Human Rights Act, Va. Code §§ 2.2-3900-3909., Va. Code § 15.2-965 as it relates to “Gender identity” “Military status” “Religion” “Sexual orientation”, and 42 U.S.C. §§ 1981-2000h-6., as amended.

Sec. 2-432. Human Rights Commission.

- (a) There is hereby created in the City of Charlottesville a Human Rights Commission (“Commission”), the members of which shall be appointed by the City Council. The Commission shall consist of nine (9) members, all of whom shall possess significant and demonstrable ties to the city. In making appointments, the City Council shall seek individuals who demonstrate integrity, sound judgment, and a commitment to promoting equal opportunity and addressing discrimination within the community. The Council shall also consider applicants’ personal or professional experience relevant to the work of the Commission, including experience related to employment or housing discrimination. Of the members first appointed, at least three shall be appointed for terms of three years, at least three shall be appointed for terms of two years, and at least three shall be appointed for terms of one year. Thereafter, members shall be appointed for terms of three years each. Any vacancy shall be filled by the City Council for the unexpired portion of a term. Following notice to the member, any member of the Commission may be removed for good cause by a majority vote of City Council.
- (b) The Commission shall elect from its members a chair, a vice-chair, and such other officers as the Commission may deem appropriate.
- (c) Members of the Commission shall serve without compensation, but funds may be appropriated in the City’s annual budget for reasonable and necessary expenses to be incurred by Commission in the conduct of its prescribed functions.
- (d) All meetings of the Commission shall be advertised in advance and in the manner required by law and shall be open to the public except for meetings lawfully closed pursuant to the Virginia Freedom of Information Act. The Commission may adopt bylaws and procedures to govern the conduct of its meetings; provided, however, that at the beginning and at the end of each of its public meetings the Commission will receive public comment in accordance with City Council’s adopted “Rules for Public Participation.”
- (e) The Commission may, in its discretion, delegate any of its duties or responsibilities hereunder to a panel of not less than three Commissioners.
- (f) There shall be a full-time Director of the Commission, who shall be appointed by the City Manager with the advice and consent of the Commission and who shall serve full time in that capacity. A candidate proposed for appointment as the Director must demonstrate significant prior professional experience performing one or more of the activities or roles described in the code of the City of Charlottesville, Chapter 2, Article XV. The Director shall be responsible for and report to the Commission on the day-to-day operational conduct of the Human Rights Commission. The Director shall report directly to the Deputy City Manager for Social Equity for administrative and fiscal matters. The City Manager shall delegate to the Director the authority to employ such additional staff as authorized and funded by the City Council to allow the Commission to effectively fulfill

its obligations under this Ordinance. In the absence of a Director, the City Manager shall transfer the Director's duties to qualified professional staff within the City to ensure the continuity of services provided by the Human Rights Commission and Office of Human Rights.

- (g) The City Council shall establish policies and procedures for the performance by the Commission of the roles, duties and responsibilities set forth within this article ("operating procedures"). All City departments, boards and commissions shall cooperate with and assist the Commission, including the provision of information in response to reasonable requests from the Commission.
- (h) Legal counsel shall be provided to the Commission and its staff through the Office of the City Attorney. The City Council hereby authorizes retention of outside counsel for the prosecution of civil action regarding a finding of reasonable cause under this ordinance, upon recommendation of the City Attorney.
- (i) The Commission shall make quarterly reports to the City Council concerning the operation of the Commission and the status of the Commission's performance of the duties, responsibilities and roles set forth within this article. One of the required quarterly reports shall be an annual report. The schedule for submission of these reports, and the required contents of the reports, shall be as specified within the Commission's operating procedures.

Sec. 2-433. Role of the Human Rights Commission.

The role of the Human Rights Commission, with support from the Office of Human Rights, is to act as a strong advocate for justice and equal opportunity by providing citywide leadership and guidance in the area of civil rights. The Commission will:

- (a) Assist individuals who believe they are the victim of an act of unlawful discrimination within the jurisdiction of the City;
- (b) Collaborate with the public and private sectors to provide awareness, education and guidance on methods to prevent and eliminate discrimination citywide;
 - (1) The Commission shall serve as a forum for the discussion of human rights issues and be responsible for conducting ongoing efforts to engage community members in an open, honest, and creative dialogue regarding issues of equity and opportunity, including but not limited to issues considered by the City's Dialogue on Race initiative.
 - (2) The Commission shall conduct or engage in educational and informational programs for the promotion of mutual understanding, reconciliation, and respect between all classes of individuals protected by this ordinance and the larger Charlottesville community.
- (c) Identify and review systemic issues, policies, and practices of the City of Charlottesville and advise its boards, commissions, and other public agencies within the City on issues related to human rights;
 - (1) Such policies, practices, and systems may include those of an institutional nature that:

- (A) May be unlawful discriminatory practices; or
 - (B) May not constitute unlawful discriminatory practices but nevertheless produce disparities that adversely impact individuals in accordance with the protected classes identified within this ordinance.
- (2) Any review undertaken pursuant to this section may be initiated at the request of any other public or private entity, or by the Commission on its own initiative.
- (3) The Commission may conduct its own research and review of existing studies and literature, collaborate with other research organizations, organize public focus groups, and hold such hearings as may be necessary to identify policies, practices and systems as referenced above. For each such identified policy, practice or system, the goal of the Commission will be to formulate recommendations and to propose to City Council concrete, actionable reforms that will eliminate discriminatory practices or the adverse effects of lawful other practices. The Commission will report the status of its ongoing project(s) or review(s) to City Council within its quarterly and annual reports.
- (d) Seek a Fair Employment Practices Agency (FEPA) workshare agreement with the Equal Employment Opportunity Commission (EEOC) and a Fair Housing Assistance Program (FHAP) workshare agreement with the Department of Housing and Urban Development (HUD) to conduct investigations of employment and housing discrimination on their behalf and enter into such agreement(s) subject to approval of City Council upon a finding that the agreement(s) would be in the best interest of the City;
- (e) Make recommendations regarding the City's annual legislative program, with an emphasis on enabling legislation that may be needed to implement programs and policies that will address discrimination; and
- (f) Prepare policy or procedure recommendations to City Council which the Commission believes are necessary for the performance of the roles, duties, and responsibilities assigned to the Commission within this article, and for modifications of operating procedures approved by City Council.

Sec. 2-434. Office of Human Rights.

- (a) There is hereby created in the City of Charlottesville an Office of Human Rights ("Office"), which is a division of the City Manager's Office.
- (b) The Director of the Human Rights Commission will be responsible for, and report to the Commission on, the day-to-day operational conduct of the Office of Human Rights.
- (c) The Director may hire additional staff, as approved by the City Manager and funded by City Council, to fulfill the roles designated within this ordinance. Such staff shall report to the Director.

Sec. 2-435. Role of the Office of Human Rights.

The role of the Office of Human Rights is to:

- (a) Provide administrative support to the Human Rights Commission;
- (b) Receive individual inquiries and complaints of discrimination within the jurisdiction of the

City of Charlottesville; and attempt to resolve such complaints through alternative dispute resolution, and/or investigate and issue findings on whether there is reasonable cause to believe a violation of this ordinance has occurred; and/or provide referrals to appropriate services for inquiries that do not involve a jurisdictional complaint of discrimination;

- (c) Conduct community outreach related to human rights. Such outreach may include:
 - (1) Providing information to the public regarding the services provided by the Office of Human Rights and the Human Rights Commission;
 - (2) Hosting or participating in educational events for the purpose of raising public awareness around issues of human rights, discrimination, and/or equity;
 - (3) Facilitating, leading, or participating in collaborative meetings and events with community partners for the purpose of addressing issues of human rights, discrimination, and/or equity.

Sec. 2-436. Reserved.

Sec. 2-437.1. Investigation of individual employment discrimination complaints and issuance of findings.

- (a) Complaints and answers
 - (1) The Director shall develop and implement a central intake procedure to be used by the Office of Human Rights for receiving and processing individual inquiries that allege an unlawful, discriminatory employment practice.
 - (2) Upon the receipt of such inquiry, the Director or other designated professional staff shall conduct an initial assessment to determine if the inquiry is jurisdictional. The inquiry may be dismissed by the Director without further action if it is non-jurisdictional.
 - (3) If the inquiry is not dismissed, any person claiming to be aggrieved by an unlawful discriminatory employment practice may file a complaint in writing with the Office of Human Rights not more than 180 calendar days following the alleged discriminatory act. The complaint shall be in such detail as to substantially apprise any party properly concerned as to the time, place, and facts surrounding the alleged unlawful discrimination.
 - (4) For complaints alleging an unlawful discriminatory employment practice within the jurisdiction of the City, the Director or other designated professional staff are authorized to undertake further action as detailed in Sec. 2- 437.1.(b).
 - (5) For inquiries alleging an unlawful discriminatory employment practice that falls outside the jurisdiction of the City, the Director or other designated professional staff shall dismiss the inquiry as non-jurisdictional and inform the aggrieved individual of the option to file with an appropriate state or federal agency.
 - (6) If the City of Charlottesville is the named respondent in an inquiry of employment discrimination received by Office of Human Rights, the Director or other

designated professional staff shall dismiss the inquiry as non-jurisdictional and inform the aggrieved individual of the option to file with an appropriate state or federal agency.

- (7) If a current or former City of Charlottesville Human Rights Commissioner is a party to an inquiry of employment discrimination received by the Office of Human Rights, and the case is jurisdictional, the Director may attempt to resolve the complaint through alternative dispute resolution. If the complaint cannot be resolved through alternative dispute resolution, the Director shall administratively close the case and inform the aggrieved individual of the option to file with an appropriate state or federal agency.
- (8) Upon the filing of a complaint of discrimination, the Director shall serve notice of the complaint on the complainant and each respondent named therein. Said notice shall be served in a timely manner specifying the allegation, citing the evidence that supports further action, advising all parties of the time limits and choice of forums under this ordinance, and indicating the action to be taken.

(b) Further action

- (1) Further action for employment discrimination complaints, as authorized by this ordinance, may include informal dialogue, mediation, and/or investigation of the complaint.
- (2) It shall be the responsibility of the aggrieved individual to provide current and updated contact information to the Office of Human Rights from the date of filing through the completion of any further action.
- (3) If, during the process of informal dialogue, mediation, or investigation, the complainant does not respond to communication or requests for information from the Office of Human Rights for a period of thirty (30) calendar days, the Director shall serve written notice of pending case closure on the complainant stating that the case shall be administratively closed if the complainant does not respond within thirty (30) calendar days of the date the written notice is issued.
 - (A) If the complainant responds to the notice of pending case closure within thirty (30) calendar days of the date the notice was issued, the case shall remain open.
 - (B) If the complainant does not respond within thirty (30) calendar days of the date the notice was issued, or if the complainant responds within the thirty (30) calendar-day timeframe but does not respond to subsequent communication or requests for information for another thirty (30) calendar-day period, the case shall be administratively closed without further notice.
- (4) The complainant may, following the administrative closure of the case, re-file the complaint at a future date, provided that the complaint is filed within one hundred and eighty (180) calendar days of the alleged discriminatory event detailed in the original complaint.
- (5) If, during the process of informal dialogue, mediation, or investigation, the

respondent does not respond to communication or requests for information from the Office of Human Rights for a period of thirty (30) calendar days, the Director may serve written notice on the respondent that the investigation may proceed without the requested information and that a determination on the case shall be rendered upon completion of the investigation.

(c) Alternative dispute resolution

- (1) During the period beginning with the filing of such complaint and ending with the rendering of a determination or a dismissal by the Director, the Director shall, to the extent feasible, engage in informal dialogue or mediation with respect to such complaint.
- (2) The Director shall propose an initial meeting between the parties for the purpose of exploring alternative dispute resolution of the complaint through voluntary informal dialogue or mediation.
 - (A) For the purposes of this section, informal dialogue shall refer to a voluntary meeting between the complainant and respondent to explore resolution that does not result in a written settlement agreement.
 - (B) For the purposes of this section, mediation shall refer to a facilitated dialogue resulting in a written settlement agreement between the respondent and complainant.
- (3) Nothing herein shall be interpreted as requiring any party to participate in informal dialogue, mediation, or any other resolution efforts.
- (4) Materials used and communications made during informal dialogue or mediation concerning a complaint of unlawful discrimination shall be confidential and shall not be disclosed to the public by the Director, the Commission, or Office of Human Rights staff unless disclosure is authorized in writing by all parties to the dispute.
- (5) If informal dialogue is concluded, the complaint shall be considered resolved upon the complainant's written or verbal withdrawal of the complaint.
- (6) If the mediation is concluded to the satisfaction of both parties, the complaint shall be considered resolved upon the parties' execution of a written settlement agreement. Unless all parties agree otherwise, the execution of a written agreement is solely for the purpose of settling a disputed claim and does not constitute an admission by any party that the law or this ordinance has been violated. No further action on the initial complaint shall be taken by the Commission or the Office of Human Rights staff once the agreement is executed.
- (7) If informal dialogue or mediation is not successful, the Director or designee shall conduct an investigation.

(d) Investigation

- (1) Upon the filing of a complaint under this section, the Director shall assign an Investigator to make an investigation of the alleged discriminatory practice for the purpose of rendering a written determination as to whether there is reasonable

cause to believe a violation of this ordinance occurred and the facts supporting such determination.

- (2) The Investigator shall complete such investigation within one hundred and eighty (180) calendar days after the filing of the complaint unless it is impracticable to do so. If the Investigator is unable to complete the investigation within one hundred and eighty (180) calendar days after the filing of the complaint, the Director shall notify the complainant and respondent in writing of the reasons for not doing so.
- (3) Statements received by the Investigator from the complainant, respondents, and witnesses as part of an investigation shall be under oath or affirmation and may be reasonably and fairly amended at any time.
- (4) When conducting an investigation of a complaint filed under this ordinance, the Investigator shall have the right to interview any person who may have any information which may further the investigation and to request production of any records or documents for inspection and copying in the possession of any person which may further the investigation. Such persons shall be interviewed under oath. The Director or designated subordinates shall have the authority to collect, inspect, and copy records under this ordinance.
- (5) If during an investigation any person refuses to comply with a request by the Director or Office staff to produce data, information, documents, or other tangible evidence or refuses to appear as a witness for the gathering of evidence necessary to determine whether a violation of this ordinance has occurred, the Director, after a good faith effort to obtain such evidence or attendance of witnesses, may petition a court of appropriate jurisdiction for a subpoena against any such person refusing to produce such evidence or refusing to appear as a witness, and such court may, upon good cause shown, cause the subpoena to be issued.
 - (A) Said subpoenas and requests for information may be ordered to the same extent and subject to the same limitations as would apply if the subpoenas or requests for information were ordered or served as part of a civil action in the Commonwealth of Virginia.
 - (B) For purposes of this section, "person" includes any individual, partnership, corporation, association, legal representative, mutual company, joint stock company, trust, unincorporated organization, employee, employer, employment agency, labor organization, joint labor-management committee, or an agent thereof.
 - (C) Neither the complainant nor the respondent shall have the right to demand that a subpoena be issued.
 - (D) Any witness subpoena issued under this section shall include a statement that any statements made will be under oath and that the respondent or other witness is entitled to be represented by an attorney.
 - (E) Any person failing to comply with a subpoena issued under this section shall be subject to punishment for contempt by the court issuing the

subpoena. Any person so subpoenaed may petition the Charlottesville Circuit Court to quash the subpoena.

(F) In case of refusal or neglect to obey a subpoena, the Director may petition for its enforcement in the Circuit Court of the City of Charlottesville. The Circuit Court of the City of Charlottesville will be requested to give these cases priority on the court docket.

(6) Upon the conclusion of the investigation, the Investigator shall prepare an investigative report for submission to the Director.

(e) Reasonable cause determination and effect

(1) Upon completion of an investigation and submission of the investigative report, the Director shall render a written determination of whether there is reasonable cause to believe a violation of this ordinance has been committed and the facts supporting such determination. The written determination shall promptly be served on the parties.

(2) If the Director determines that there is reasonable cause to believe that a violation of this ordinance has been committed, the Director shall immediately endeavor to eliminate any alleged unlawful discriminatory practice through informal dialogue or mediation.

(3) If the complaint cannot be resolved through informal dialogue or mediation, the Director shall proceed with the preparation of materials for consideration by the Commission for the purpose of holding a vote on whether to conduct a public administrative hearing on the complaint.

(4) Such materials shall include a copy of the written determination with the names and identifying information of the complainant, respondent, respondent's agents, and any witnesses redacted.

(5) Upon request by the Commission, the Director shall provide a copy of the full investigative report with the names and identifying information of the complainant, respondent, respondent's agents, and any witnesses redacted.

(6) If the Director determines that there is no reasonable cause to believe a violation of this ordinance has been committed, the Director shall dismiss the complaint and advise the complainant in writing that such dismissal shall become final unless, within ten (10) calendar days of receipt of the notice of dismissal, the complainant contacts the Office of Human Rights to request a review of the determination of the Director through the Commission's public administrative appeal hearing process.

(f) Contracted services

(1) In order to fulfill the requirements of this section, the City Manager or their designee is authorized to contract on behalf of the City with any objective, neutral third party qualified to assess allegations of discrimination under this section for the purpose of receiving complaints, conducting investigations, rendering written determinations of whether there is reasonable cause to believe a violation of this ordinance has occurred, conducting informal dialogues or mediations of

complaints, and advising the Director of the Commission of the results of any investigation, informal dialogue, or mediation of complaints.

Sec. 2-437.2. Investigation of individual housing discrimination complaints and issuance of findings.

(a) Complaints and Answers (in accordance with 42 U.S.C. § 3610 and 24 C.F.R. § 115.204)

- (1) The Director shall develop and implement a central intake procedure to be used by the Office of Human Rights for receiving and processing individual inquiries that allege an unlawful, discriminatory housing practice.
- (2) Upon the receipt of such inquiry, the Director or other designated professional staff shall conduct an initial assessment to determine if the inquiry is jurisdictional. The inquiry may be dismissed by the Director without further action if it is non-jurisdictional.
- (3) If the inquiry is not dismissed, any person claiming to be aggrieved by an unlawful discriminatory housing practice may file a complaint in writing with the Office of Human Rights not more than one year (365 calendar days) following the alleged discriminatory act. The complaint shall be in such detail as to substantially apprise any party properly concerned as to the time, place, and facts surrounding the alleged unlawful discrimination.
- (4) Where the Commission identifies a systemic, discriminatory housing practice, the Commission may, upon majority vote of its members, request that the Director file a complaint of housing discrimination in situations where there is no named complainant. The Director, on the Director's own initiative, may also file such a complaint.
- (5) The Director may also investigate housing practices to determine whether a complaint should be brought under this section.
- (6) If the City of Charlottesville is the named respondent in an inquiry of housing discrimination received by Office of Human Rights, the Director shall dismiss the inquiry as non-jurisdictional and inform the aggrieved individual of the option to file with an appropriate state or federal agency.
- (7) If a current or former City of Charlottesville Human Rights Commissioner is a party to an inquiry of housing discrimination received by the Office of Human Rights, and the case is jurisdictional, the Director may attempt to resolve the complaint through alternative dispute resolution. If the complaint cannot be resolved through alternative dispute resolution, the Director shall administratively close the case and inform the aggrieved individual of the option to file with an appropriate state or federal agency.
- (8) Upon the filing of such a complaint,
 - (A) The Director shall serve notice upon the aggrieved person acknowledging such filing and advising the aggrieved person of the time limits and choice of forums provided under this ordinance.
 - (B) The Director shall, not later than ten (10) calendar days after such filing or the identification of an additional respondent, serve on the respondent a

notice identifying the alleged discriminatory housing practice and advising such respondent of the procedural rights and obligations of respondents under this ordinance, together with a copy of the original complaint.

- (C) Each respondent may file, not later than ten (10) calendar days after receipt of notice from the Director, an answer to such complaint.
 - (D) The Office of Human Rights shall commence proceedings with respect to the complaint before the end of the thirtieth (30th) calendar day after receipt of the complaint.
- (9) Complaints and answers shall be under oath or affirmation and may be reasonably and fairly amended at any time.
- (10) A person who is not named as a respondent in a complaint, but who is identified as a respondent in the course of investigation, may be joined as an additional or substitute respondent upon written notice to such person, from the Director. Such notice shall explain the basis for the Director's belief that the person to whom the notice is addressed is properly joined as a respondent.
- (11) Under this section, if the City has entered into a FHAP workshare agreement, all decision-making authority with respect to acceptance and investigation of a complaint, approval of a conciliation agreement, dismissal of a complaint, final administrative disposition of a complaint, and/or decision-making regarding whether a particular matter will or will not be pursued shall be held by staff of the Office of Human Rights. If the City has not entered into a FHAP workshare agreement, the City Manager or their designee is authorized to delegate such decision-making authorities to any objective, neutral third party qualified to assess allegations of discrimination under this section. The third party shall advise the Director of the Commission of the results of any delegated decision-making.

(b) Further action

- (1) Further action for housing discrimination complaints, as authorized by this ordinance, may include informal dialogue, mediation, conciliation, and/or investigation of the complaint.
- (2) It shall be the responsibility of the aggrieved individual to provide current and updated contact information to the Office of Human Rights from the date of filing through the completion of any further action.
- (3) If, during the process of informal dialogue, mediation, conciliation or investigation, the complainant does not respond to communication or requests for information from the Office of Human Rights for a period of thirty (30) calendar days, the Director shall serve written notice of pending case closure on the complainant stating that the case shall be administratively closed if the complainant does not respond within thirty (30) calendar days of the date the written notice is issued.
 - (A) If the complainant responds to the notice of pending case closure within thirty (30) calendar days of the date the notice was issued, the case shall remain open.
 - (B) If the complainant does not respond within thirty (30) calendar days of the

date the notice was issued, or if the complainant responds within the thirty (30) calendar-day timeframe but does not respond to subsequent communication or requests for information for another thirty (30) calendar-day period, the case shall be administratively closed without further notice.

- (4) The complainant may, following the administrative closure of the case, re-file the complaint at a future date, provided that the complaint is filed within three hundred sixty-five (365) calendar days of the alleged discriminatory event detailed in the original complaint.
- (5) If, during the process of informal dialogue, mediation, conciliation, or investigation, the respondent does not respond to communication or requests for information from the Office of Human Rights for a period of thirty (30) calendar days, the Director may serve written notice on the respondent that the investigation may proceed without the requested information and that a determination on the case shall be rendered upon completion of the investigation.

(c) Alternative dispute resolution (in accordance with 42 U.S.C. § 3610 and 24 C.F.R. § 115.204)

- (1) During the period beginning with the filing of such complaint and ending with the filing of a charge or a dismissal by the Director, the Director shall, to the extent feasible, engage in informal dialogue, mediation, or conciliation with respect to such complaint.
 - (A) For the purposes of this section, informal dialogue shall refer to a voluntary meeting between the complainant and respondent to explore resolution that does not result in a written settlement agreement.
 - (B) For the purposes of this section, mediation shall refer to a facilitated dialogue resulting in a written settlement agreement between the respondent and complainant.
 - (C) For the purposes of the section, conciliation shall refer to a facilitated dialogue resulting in a written settlement agreement between the respondent, complainant, and the City, and such agreement shall be subject to approval by the Director.
- (2) The Director shall propose an initial meeting between the parties for the purpose of exploring a resolution of the complaint through voluntary informal dialogue, mediation, or conciliation.
- (3) Nothing herein shall be interpreted as requiring any party to participate in informal dialogue, mediation, conciliation, or any other resolution efforts.
- (4) Materials used and communications made during informal dialogue, mediation, or conciliation concerning a complaint of unlawful discrimination shall be confidential and shall not be disclosed to the public by the Director, the Commission, or Office of Human Rights staff unless disclosure is authorized in writing by all parties to the dispute.
- (5) If informal dialogue is concluded to the satisfaction of the complainant, the complaint will be considered resolved upon the complainant's written or verbal

withdrawal of the complaint.

- (6) If the mediation or conciliation is concluded to the satisfaction of both parties, the complaint will be considered resolved upon the parties' execution of a written settlement agreement. Unless all parties agree otherwise, the execution of a written agreement is solely for the purpose of settling a disputed claim and does not constitute an admission by any party that the law or this ordinance has been violated. No further action on the initial complaint will be taken by the Commission or the Office of Human Rights staff once the agreement is executed.
- (7) If informal dialogue, mediation, or conciliation is not successful, the Director or designee shall conduct an investigation.
- (8) Concurrent with the investigation or after release of the investigative report, a conciliation agreement arising out of such complaint shall be an agreement between the respondent, the complainant, and the City of Charlottesville, and shall be subject to approval by the Director.
 - (A) Each conciliation agreement shall be made public unless the parties otherwise agree and the Director determines that disclosure is not required to further the purposes of this Ordinance.
 - (B) Notwithstanding the foregoing requirements for mutual agreement to publication of a conciliation agreement, the City of Charlottesville may provide a copy of the conciliation agreement as otherwise required by operation of law.
- (d) Failure to comply with conciliation agreement (in accordance with 42 U.S.C. § 3610 and 24 C.F.R. §115.204)
 - (1) Whenever the Director has reasonable cause to believe that a respondent has breached a conciliation agreement, the Director shall refer the matter to the City Attorney's Office for enforcement. The City Attorney is authorized by City Council to take such action as is necessary to enforce the agreement, including the hiring of an Attorney to enforce the rights granted under this ordinance in a Court of competent jurisdiction at the City's sole expense.
- (e) Investigation (in accordance with 42 U.S.C. § 3610 and 24 C.F.R. §115.204)
 - (1) Upon the filing of a complaint under this section, the Director shall assign an Investigator to make an investigation of the alleged discriminatory housing practice and complete such investigation within one hundred (100) calendar days after the filing of the complaint, unless it is impracticable to do so.
 - (2) If the Investigator is unable to complete the investigation within one hundred (100) calendar days after the filing of the complaint, the Director shall notify the complainant and respondent in writing of the reasons for not doing so.
 - (3) Statements received by the Investigator from the complainant, respondents, and witnesses as part of an investigation shall be under oath or affirmation and may be reasonably and fairly amended at any time.
 - (4) When conducting an investigation of a complaint filed under this ordinance, the

Investigator shall have the right to interview any person who may have any information which may further the investigation and to request production of any records or documents for inspection and copying in the possession of any person which may further the investigation. Such persons shall be interviewed under oath. The Director or designated subordinates shall have the authority to collect, inspect, and copy records under this ordinance.

- (5) In accordance with 42 U.S.C. §3611, if during an investigation any person refuses to comply with a request by the Director or Office staff to produce data, information, documents, or other tangible evidence or refuses to appear as a witness for the gathering of evidence necessary to determine whether a violation of this ordinance has occurred, the Director, after a good faith effort to obtain such evidence or attendance of witnesses, may petition a court of appropriate jurisdiction for a subpoena against any such person refusing to produce such evidence or refusing to appear as a witness, and such court may, upon good cause shown, cause the subpoena to be issued.
 - (A) Said subpoenas and requests for information may be ordered to the same extent and subject to the same limitations as would apply if the subpoenas or requests for information were ordered or served as part of a civil action in the Commonwealth of Virginia.
 - (B) For purposes of this section, "person" includes any individual, partnership, corporation, association, legal representative, mutual company, joint stock company, trust, unincorporated organization, employee, employer, employment agency, labor organization, joint labor-management committee, or an agent thereof.
 - (C) Neither the complainant nor the respondent shall have the right to demand that a subpoena be issued.
 - (D) Any witness subpoena issued under this section shall include a statement that any statements made will be under oath and that the respondent or other witness is entitled to be represented by an attorney.
 - (E) Any person failing to comply with a subpoena issued under this section shall be subject to punishment for contempt by the court issuing the subpoena. Any person so subpoenaed may petition the Charlottesville Circuit Court to quash the subpoena.
 - (F) In case of refusal or neglect to obey a subpoena, the Director may petition for its enforcement in the Circuit Court of the City of Charlottesville. The Circuit Court of the City of Charlottesville will be requested to give these cases priority on the court docket.
- (6) At the end of each investigation under this section, the Investigator shall prepare a final investigative report containing:
 - (A) the names and dates of contacts with witnesses;
 - (B) a summary and the dates of correspondence and other contacts with the aggrieved person and the respondent;

- (C) a summary description of other pertinent records;
 - (D) a summary of witness statements; and
 - (E) answers to questions submitted during the course of the investigation, where applicable.
- (7) A final report under this paragraph may be amended if additional evidence is later discovered.
- (f) Prohibitions and requirements with respect to disclosure of information (in accordance with 42 U.S.C. § 3610 and 24 C.F.R. §115.204)
 - (1) Nothing said or done in the course of conciliation under this subchapter may be made public or used as evidence in a subsequent proceeding under this subchapter without the written consent of the parties to the conciliation.
 - (2) Notwithstanding Sec. 2-440., the Director shall make available to the aggrieved person and the respondent, at any time, upon request following completion of the investigation, information derived from an investigation and any final investigative report relating to that investigation, such information shall be redacted to exclude any personal identifying information protected from disclosure by state or federal law.
- (g) Prompt judicial action (in accordance with 42 U.S.C. § 3610 and 24 C.F.R. §115.204)
 - (1) If the Director, in consultation with the City Attorney, concludes at any time following the filing of a complaint that prompt judicial action is necessary to carry out the purposes of this subchapter, the Director may refer the matter to the City Attorney with a request for appropriate temporary or preliminary relief pending final disposition of the complaint under this section. Upon receipt of authorization from the City Manager, the City Attorney shall promptly commence and maintain such an action, as needed. Any temporary restraining order or other order granting preliminary or temporary relief shall be issued in accordance with the authority granted by a Court of competent jurisdiction. The commencement of a civil action under this subsection does not affect the initiation or continuation of further action, as authorized by the Director under this ordinance.
 - (2) Whenever the Director, in consultation with the City Attorney, has reason to believe that a basis may exist for the commencement of proceedings against any respondent by any governmental licensing or supervisory authorities, the Director shall transmit the information upon which such belief is based to the City Attorney or to such other agency or authority with appropriate jurisdiction.
- (h) Reasonable cause determination and effect (in accordance with 42 U.S.C. § 3610 and 24 C.F.R. §115.204)
 - (1) The Director shall, within one hundred (100) calendar days after the filing of the complaint, determine based on the facts whether reasonable cause exists to believe that a discriminatory housing practice has occurred or is about to occur, unless it is impracticable to do so, or unless the Director has approved a conciliation agreement with respect to the complaint. If the Director is unable to make the determination within one hundred (100) calendar days after the filing of the complaint, the Director

shall notify the complainant and respondent in writing of the reasons for not doing so.

- (A) The Commission and/or Office shall make a final administrative disposition of a complaint filed under this section within one year (365 calendar days) of the date of receipt of a complaint, unless it is impracticable to do so. If the Commission and/or Office is unable to do so, it shall notify the parties, in writing, of the reasons for not doing so.
 - (2) If the Director determines that reasonable cause exists to believe that a discriminatory housing practice has occurred or is about to occur, the Director shall, unless a resolution has been reached through informal dialogue, mediation, or conciliation, immediately render a determination on behalf of the aggrieved person.
 - (3) If the Director, in consultation with the City Attorney, renders a determination of reasonable cause on behalf of the aggrieved person, the Director shall issue a charge on behalf of the aggrieved person for further civil action proceedings. Such charge:
 - (A) shall consist of a short and plain statement of the facts upon which the Director has found reasonable cause to believe that a discriminatory housing practice has occurred or is about to occur;
 - (B) shall be based on the final investigative report; and
 - (C) need not be limited to the facts or grounds alleged in the complaint filed under Sec. 2-437.2.(a).
 - (4) If the Director, in consultation with the City Attorney, determines that the matter involves the legality of any State or local zoning or other land use law or ordinance, the Director shall immediately refer the matter to the City Attorney with a recommendation for appropriate civil action instead of issuing such charge.
 - (5) If the Director determines that there is no reasonable cause to believe a violation of this ordinance has been committed, the Director shall dismiss the complaint and advise the complainant in writing that such dismissal shall become final unless, within ten (10) calendar days of receipt of the notice of dismissal, the complainant contacts the Office of Human Rights to request a review of the determination of the Director through the Commission's public administrative appeal hearing process.
 - (6) The Director may not issue a charge under this section regarding an alleged discriminatory housing practice after the beginning of the trial of a civil action commenced by the aggrieved party under an Act of Congress or a State law, seeking relief with respect to that discriminatory housing practice.
- (i) Service of copies of charge (in accordance with 42 U.S.C. § 3610 and 24 C.F.R. §115.204)
- (1) After the Director issues a charge under this section, the Director shall cause a copy thereof, together with information as to how to make an election of judicial determination under this ordinance and the effect of such an election, to be served:
 - (A) on each respondent named in such charge, together with a notice of opportunity for a public administrative hearing by the Commission, under section 2-439.1 of this ordinance, at a time and place specified in the

notice, unless that election is made; and

(B) on each aggrieved person on whose behalf the complaint was filed.

(j) Election of judicial determination (in accordance with 42 U.S.C. § 3612)

(1) When a charge is filed under section 2-437.2. of this ordinance, a complainant, a respondent, or an aggrieved person on whose behalf the complaint was filed, may elect to have the claims asserted in that charge decided in a civil action in lieu of a public administrative hearing by the Commission under Sec. 2-439.1. The election must be made not later than twenty (20) calendar days after the receipt by the electing person of service of copies of the charge or, in the case of the Director, not later than twenty (20) calendar days after such service. The person making such election shall give notice of doing so to the Director and to all other complainants and respondents to whom the charge relates.

(k) Civil action for enforcement when a charge is issued or election is made for such civil action (in accordance with 42 U.S.C. § 3612)

(1) If an election of judicial determination is made, the City Attorney shall commence and maintain a civil action on behalf of the aggrieved person in a Court of competent jurisdiction seeking relief to this subsection, not later than thirty (30) calendar days after the authorization or election is made.

(A) For the purposes of pursuing a civil action under this section, the City Attorney is authorized to contract qualified legal counsel on behalf of the City at the City's sole expense.

(2) Any aggrieved person with respect to the issues to be determined in a civil action under this subsection may intervene as of right in that civil action.

(3) In a civil action under this subsection, if the court finds that a discriminatory housing practice has occurred or is about to occur, the court may grant as relief any relief with respect to such discriminatory housing practice in a civil action under 42 U.S.C. § 3613. Any relief so granted that would accrue to an aggrieved person in a civil action commenced by that aggrieved person under 42 U.S.C. § 3613 shall also accrue to that aggrieved person in a civil action under this subsection.

(l) Civil action by private persons (in accordance with 42 U.S.C. § 3613)

(1) An aggrieved person, regardless of the status of the complaint, may commence a civil action in a Court of competent jurisdiction within the City of Charlottesville not later than two (2) years after the occurrence or the termination of an alleged discriminatory housing practice, or the breach of a conciliation agreement entered into under this subchapter, whichever occurs last, to obtain appropriate relief with respect to such discriminatory housing practice or breach.

(2) The computation of such 2-year period shall not include any time during which an administrative proceeding under this subchapter was pending with respect to a complaint or charge under this subchapter based upon such discriminatory housing practice. This subparagraph does not apply to actions arising from a breach of a conciliation agreement.

- (3) An aggrieved person may commence a civil action under this subsection whether or not a complaint has been filed under Sec. 2-437.2.(a) of this ordinance and without regard to the status of any such complaint, but if the Director has obtained a mediation or conciliation agreement with the consent of an aggrieved person, no action may be filed under this subsection by such aggrieved person with respect to the alleged discriminatory housing practice which forms the basis for such complaint except for the purpose of enforcing the terms of such an agreement.
- (m) Relief which may be granted (in accordance with 42 U.S.C. § 3612 and 24 C.F.R. § 115.204)
- (1) In a civil action under this ordinance, if the court finds that a discriminatory housing practice has occurred or is about to occur, the court may award to the plaintiff actual and punitive damages, and may grant as relief, as the court deems appropriate, any permanent or temporary injunction, temporary restraining order, or other order (including an order enjoining the defendant from engaging in such practice or ordering such affirmative action as may be appropriate).
- (A) Such relief may include actual damages suffered by the aggrieved person and injunctive or other equitable relief. Such order may, to vindicate the public interest, assess a civil penalty against the respondent:
- (i) in an amount not exceeding \$10,000 if the respondent has not been adjudged to have committed any prior discriminatory housing practice;
 - (ii) in an amount not exceeding \$25,000 if the respondent has been adjudged to have committed one other discriminatory housing practice during the 5-year period ending on the date of the filing of this charge; and
 - (iii) in an amount not exceeding \$50,000 if the respondent has been adjudged to have committed 2 or more discriminatory housing practices during the 7-year period ending on the date of the filing of this charge; except that if the acts constituting the discriminatory housing practice that is the object of the charge are committed by the same natural person who has been previously adjudged to have committed acts constituting a discriminatory housing practice, then the civil penalties may be imposed without regard to the period of time within which any subsequent discriminatory housing practice occurred.
- (2) In a civil action, the court, in its discretion, may allow the prevailing party, other than the City of Charlottesville, a reasonable attorney's fee and costs.
- (3) Relief granted under this section shall not affect any contract, sale, encumbrance, or lease consummated before the granting of such relief and involving a bona fide purchaser, encumbrancer, or tenant, without actual notice of the filing of a complaint with the Director or civil action under this subchapter.

(n) Intervention by the City

- (1) Upon timely application, the City may intervene in a private civil action if the City certifies that the case is of general, public importance. Upon such intervention, the City may obtain such relief as would be available to the City under 42 U.S.C. § 3614 in a civil action to which such section applies.

(o) Contracted services

- (1) In order to fulfill the requirements of this section, if the City has entered into a FHAP workshare agreement, the City Manager or their designee is authorized to contract on behalf of the City with any objective, neutral third party for the purpose of conducting informal dialogue or mediation with respect to resolution of complaints and advising the Director of the Commission of the results of such proceedings.
- (2) In order to fulfill the requirements of this section, if the City has not entered into a FHAP workshare agreement, the City Manager or their designee is authorized to contract on behalf of the City with any objective, neutral third party qualified to assess allegations of discrimination under this section for the purpose of receiving complaints, conducting investigations, rendering written determinations of whether there is reasonable cause to believe a violation of this ordinance has occurred, conducting informal dialogues, mediations, or conciliations of complaints, and advising the Director of the Commission of the results of any investigation, informal dialogue, mediation, or conciliation of complaints.

Sec. 2-437.3. Investigation of individual public accommodation, credit, or private education discrimination complaints and issuance of findings.

(a) Complaints and answers

- (1) The Director shall develop and implement a central intake procedure to be used by the Office of Human Rights for receiving and processing individual inquiries that allege an unlawful, discriminatory public accommodation, credit, or private education practice.
- (2) Upon the receipt of such inquiry, the Director or other designated professional staff shall conduct an initial assessment to determine if the inquiry is jurisdictional. The inquiry may be dismissed by the Director without further action if it is non-jurisdictional.
- (3) If the inquiry is not dismissed, any person claiming to be aggrieved by an unlawful, discriminatory public accommodation, credit, or private education practice may file a complaint in writing with the Office of Human Rights not more than 180 calendar days following the alleged discriminatory act. The complaint shall be in such detail as to substantially apprise any party properly concerned as to the time, place, and facts surrounding the alleged unlawful discrimination.
- (4) For complaints alleging an unlawful, discriminatory public accommodation, credit, or private education practice within the jurisdiction of the City, the

Director or other designated professional staff are authorized to undertake further action as detailed in Sec. 2- 437.3.(b).

- (5) For inquiries alleging an unlawful, discriminatory public accommodation, credit, or private education practice that falls outside the jurisdiction of the City, the Director or other designated professional staff shall dismiss the inquiry as non-jurisdictional and inform the aggrieved individual of the option to file with an appropriate state or federal agency.
- (6) If the City of Charlottesville is the named respondent in an inquiry of public accommodation, credit, or private education discrimination received by Office of Human Rights, the Director or other designated professional staff shall dismiss the inquiry as non-jurisdictional and inform the aggrieved individual of the option to file with an appropriate state or federal agency.
- (7) If a current or former City of Charlottesville Human Rights Commissioner is a party to an inquiry of public accommodation, credit, or private education discrimination received by the Office of Human Rights, and the case is jurisdictional, the Director may attempt to resolve the complaint through alternative dispute resolution. If the complaint cannot be resolved through alternative dispute resolution, the Director shall administratively close the case and inform the aggrieved individual of the option to file with an appropriate state or federal agency.
- (8) Upon the filing of a complaint of discrimination, the Director shall serve notice of the complaint on the complainant and each respondent named therein. Said notice shall be served in a timely manner and specify the allegation, citing the evidence that supports further action, advising all parties of the time limits and choice of forums under this ordinance, and indicating the action to be taken.

(b) Further action

- (1) Further action for public accommodation, credit, or private education discrimination complaints, as authorized by this ordinance, may include informal dialogue, and/or investigation of the complaint.
- (2) It shall be the responsibility of the aggrieved individual to provide current and updated contact information to the Office of Human Rights from the date of filing through the completion of any further action.
- (3) If, during the process of informal dialogue, mediation, or investigation, the complainant does not respond to communication or requests for information from the Office of Human Rights for a period of thirty (30) calendar days, the Director shall serve written notice of pending case closure on the complainant stating that the case shall be administratively closed if the complainant does not respond within thirty (30) calendar days of the date the written notice is issued.
 - (A) If the complainant responds to the notice of pending case closure within thirty (30) calendar days of the date the notice was issued, the case shall remain open.
 - (B) If the complainant does not respond within thirty (30) calendar days of

the date the notice was issued, or if the complainant responds within the thirty (30) calendar-day timeframe but does not respond to subsequent communication or requests for information for another thirty (30) calendar-day period, the case shall be administratively closed without further notice.

- (4) The complainant may, following the administrative closure of the case, re-file the complaint at a future date, provided that the complaint is filed within one hundred and eighty (180) calendar days of the alleged discriminatory event detailed in the original complaint.
- (5) If, during the process of informal dialogue, mediation or investigation, the respondent does not respond to communication or requests for information from the Office of Human Rights for a period of thirty (30) calendar days, the Director may serve written notice on the respondent that the investigation may proceed without the requested information and that a determination on the case shall be rendered upon completion of the investigation.

(c) Alternative dispute resolution

- (1) During the period beginning with the filing of such complaint and ending with the rendering of a determination or a dismissal by the Director, the Director shall, to the extent feasible, engage in informal dialogue or mediation with respect to such complaint.
- (2) The Director shall propose an initial meeting between the parties for the purpose of exploring alternative dispute resolution of the complaint through voluntary informal dialogue or mediation.
 - (A) For the purposes of this section, informal dialogue shall refer to a voluntary meeting between the complainant and respondent to explore resolution that does not result in a written settlement agreement.
 - (B) For the purposes of this section, mediation shall refer to a facilitated dialogue resulting in a written settlement agreement between the respondent and complainant.
- (3) Nothing herein shall be interpreted as requiring any party to participate in informal dialogue, mediation, or any other resolution efforts.
- (4) Materials used and communications made during informal dialogue or mediation concerning a complaint of unlawful discrimination shall be confidential and shall not be disclosed to the public by the Director, the Commission, or Office of Human Rights staff unless disclosure is authorized in writing by all parties to the dispute.
- (5) If informal dialogue is concluded, the complaint shall be considered resolved upon the complainant's written or verbal withdrawal of the complaint.
- (6) If the mediation is concluded to the satisfaction of both parties, the complaint shall be considered resolved upon the parties' execution of a written settlement agreement. Unless all parties agree otherwise, the execution of a written agreement is solely for the purpose of settling a disputed claim and does not

constitute an admission by any party that the law or this ordinance has been violated. No further action on the initial complaint shall be taken by the Commission or the Office of Human Rights staff once the agreement is executed.

- (7) If informal dialogue or mediation is not successful, the Director or designee shall conduct an investigation.

(d) Investigation

- (1) Upon the filing of a complaint under this section, the Director shall assign an Investigator to make an investigation of the alleged discriminatory practice for the purpose of rendering a written determination as to whether there is reasonable cause to believe a violation of this ordinance occurred and the facts supporting such determination.
- (2) The Investigator shall complete such investigation within one hundred and eighty (180) calendar days after the filing of the complaint unless it is impracticable to do so. If the Investigator is unable to complete the investigation within one hundred and eighty (180) calendar days after the filing of the complaint, the Director shall notify the complainant and respondent in writing of the reasons for not doing so.
- (3) Statements received by the Investigator from the complainant, respondents, and witnesses as part of an investigation shall be under oath or affirmation and may be reasonably and fairly amended at any time.
- (4) When conducting an investigation of a complaint filed under this ordinance, the Investigator shall have the right to interview any person who may have any information which may further the investigation and to request production of any records or documents for inspection and copying in the possession of any person which may further the investigation. Such persons shall be interviewed under oath. The Director or designated subordinates shall have the authority to collect, inspect, and copy records under this ordinance.
- (5) If during an investigation any person refuses to comply with a request by the Director or Office staff to produce data, information, documents, or other tangible evidence or refuses to appear as a witness for the gathering of evidence necessary to determine whether a violation of this ordinance has occurred, the Director, after a good faith effort to obtain such evidence or attendance of witnesses, may petition a court of appropriate jurisdiction for a subpoena against any such person refusing to produce such evidence or refusing to appear as a witness, and such court may, upon good cause shown, cause the subpoena to be issued.
 - (A) Said subpoenas and requests for information may be ordered to the same extent and subject to the same limitations as would apply if the subpoenas or requests for information were ordered or served as part of a civil action in the Commonwealth of Virginia.
 - (B) For purposes of this section, "person" includes any individual, partnership, corporation, association, legal representative, mutual company, joint stock company, trust, unincorporated organization,

employee, employer, employment agency, labor organization, joint labor-management committee, or an agent thereof.

- (C) Neither the complainant nor the respondent shall have the right to demand that a subpoena be issued.
- (D) Any witness subpoena issued under this section shall include a statement that any statements made will be under oath and that the respondent or other witness is entitled to be represented by an attorney.
- (E) Any person failing to comply with a subpoena issued under this section shall be subject to punishment for contempt by the court issuing the subpoena. Any person so subpoenaed may petition the Charlottesville Circuit Court to quash the subpoena.
- (F) In case of refusal or neglect to obey a subpoena, the Director may petition for its enforcement in the Circuit Court of the City of Charlottesville. The Circuit Court of the City of Charlottesville will be requested to give these cases priority on the court docket.

- (6) Upon the conclusion of the investigation, the Investigator shall prepare an investigative report for submission to the Director.

(e) Reasonable cause determination and effect

- (1) Upon completion of an investigation and submission of the investigative report, the Director shall render a written determination of whether there is reasonable cause to believe a violation of this ordinance has been committed and the facts supporting such determination. The written determination shall promptly be served on the parties.
- (2) If the Director determines that there is reasonable cause to believe that a violation of this ordinance has been committed, the Director shall immediately endeavor to eliminate any alleged unlawful discriminatory practice through informal dialogue or mediation.
- (3) If the complaint cannot be resolved through informal dialogue or mediation, the Director shall proceed with the preparation of materials for consideration by the Commission for the purpose of holding a vote on whether to conduct a public administrative hearing on the complaint.
- (4) Such materials shall include a copy of the written determination with the names and identifying information of the complainant, respondent, respondent's agents, and any witnesses redacted.
- (5) Upon request by the Commission, the Director shall provide a copy of the full investigative report with the names and identifying information of the complainant, respondent, respondent's agents, and any witnesses redacted.
- (6) If the Director determines that there is no reasonable cause to believe a violation of this ordinance has been committed, the Director shall dismiss the complaint and advise the complainant in writing that such dismissal shall become final unless, within ten (10) calendar days of receipt of the notice of dismissal, the

complainant contacts the Office of Human Rights to request a review of the determination of the Director through the Commission's public administrative appeal hearing process.

(f) Contracted services

- (1) In order to fulfill the requirements of this section, the City Manager or their designee is authorized to contract on behalf of the City with any objective, neutral third party qualified to assess allegations of discrimination under this section for the purpose of receiving complaints, conducting investigations, rendering written determinations of whether there is reasonable cause to believe a violation of this ordinance has occurred, conducting informal dialogues or mediations of complaints, and advising the Director of the Commission of the results of any investigation, informal dialogue, or mediation of complaints.

Sec. 2-438. Interference, coercion, intimidation, or retaliation prohibited.

- (a) In accordance with 42 U.S.C. § 3617, it shall be unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of having exercised or enjoyed, or on account of having aided or encouraged any other person in the exercise or enjoyment of, or on account of having filed a complaint of discrimination regarding any right granted or protected by this ordinance.
- (b) Any person experiencing such interference, coercion, intimidation, or retaliation in connection with a complaint of unlawful discrimination received or in process under this ordinance may file a retaliation complaint with the Office of Human Rights. The complaint shall be in such detail as to substantially apprise any party properly concerned as to the time, place, and facts surrounding the alleged unlawful retaliation.
- (c) Retaliation complaints shall be processed in the same manner as complaints of unlawful discrimination and such process shall be determined by the protected activity named in the original complaint to which the alleged retaliation is linked or by the protected activity in which the complainant was engaged and which was impacted by the alleged retaliation.

Sec. 2-439.1. Enforcement authority – The role of the Commission regarding individual complaints of discrimination.

(a) Administrative hearings generally

- (1) The Commission shall serve as an administrative hearing body with the authority to review appeals and reasonable cause determinations for complaints of individual discrimination received and investigated by the Office of Human Rights.
- (2) In complaints of housing discrimination, if the Director determines that there is reasonable cause to believe a violation did occur, a charge is filed, and either party elects to pursue judicial determination through a civil action in a court of competent jurisdiction, under Sec. 2-437.2. of this ordinance, the Commission shall not hold an administrative hearing and any proceedings in process shall cease. If an election is not made, the Commission shall hold an administrative hearing on behalf of the complainant.

- (3) If an administrative hearing is to be held, the Commission shall promptly notify the parties of the time, date, and location of the hearing and serve upon them a statement of the charges against the respondent, the Director's summary of the evidence and recommended remedies, and the issues to be considered at the hearing. The notice and statement shall be served no later than fourteen (14) calendar days prior to the date of the hearing.
- (4) The Commission shall have the option to consider all of the allegations and issues set forth in the complaint or, in its discretion, may limit the scope of the administrative hearing to one or more of the allegations or issues.
- (5) Administrative hearings of the Commission may be held before the entire Commission or before designated hearing panels, consisting of three or more members of the Commission, as the Commission in its discretion may determine. The Chair or a Commissioner designated by the Chair shall preside over the hearing, which shall be open to the public.
- (6) Any Commissioner that has a conflict of interest with respect to a complaint brought before the Commission for an administrative hearing shall disclose the conflict of interest to the Chair and recuse themselves from service on the hearing panel for that specific complaint. A conflict of interest may exist when a Commissioner's ability to exercise objective judgement could be reasonably questioned. The Director shall make the final determination about whether a conflict of interest exists,
- (7) Prior to the administrative hearing, the Director shall provide the Commission with a copy of the investigative report and any findings or determinations resulting from the investigation. During an administrative hearing, the Commission shall base its findings and recommendations on a review of the existing record and any additional evidence acquired by the Commission, at its discretion, through the Office of Human Rights, prior to the hearing. Neither party to the complaint shall be entitled to submit unsolicited written statements or arguments, present oral defense or documentary evidence, or conduct cross examinations during the administrative hearing.
- (8) Any investigative report, findings, determinations, or additional evidence provided to the Commission by the Office of Human Rights for purposes of an administrative hearing shall be redacted to remove any personal identifying information in accordance with Va. Code Ann. § 2.2-3800 et seq.
- (9) The Commission shall keep a full record of the administrative hearing, and such record shall be public and open to inspection by any person unless otherwise provided by any applicable law or regulations. Any party may request that the Commission furnish such party a copy of the hearing record and shall reimburse the Commission for the cost of producing the copy.
- (10) In matters where any party is represented by counsel, the office of the City Attorney shall provide an attorney as counsel to the Commission who will also assist the Director in preparing the case.
- (11) Whenever the Commission requires additional evidence to determine

whether reasonable cause exists to believe any person has engaged in or is engaging in any unlawful discriminatory practice, the Commission, after a good faith effort to obtain such evidence or attendance of witnesses through the Office of Human Rights, may petition a court of appropriate jurisdiction for a subpoena against any such person refusing to produce such evidence or refusing to appear as a witness, and such court may, upon good cause shown, cause the subpoena to be issued.

- (A) Said subpoenas and requests for information may be ordered to the same extent and subject to the same limitations as would apply if the subpoenas or requests for information were ordered or served as part of a civil action in the Commonwealth of Virginia.
 - (B) For purposes of this section, "person" includes any individual, partnership, corporation, association, legal representative, mutual company, joint stock company, trust, unincorporated organization, employee, employer, employment agency, labor organization, joint labor-management committee, or an agent thereof.
 - (C) Neither the complainant nor the respondent shall have the right to demand that a subpoena be issued.
 - (D) Any witness subpoena issued under this section shall include a statement that any statements made will be under oath and that the respondent or other witness is entitled to be represented by an attorney.
 - (E) Any person failing to comply with a subpoena issued under this section shall be subject to punishment for contempt by the court issuing the subpoena. Any person so subpoenaed may petition the Charlottesville Circuit Court to quash the subpoena.
 - (F) In case of refusal or neglect to obey a subpoena, the Commission may petition for its enforcement in the Circuit Court of the City of Charlottesville. The Circuit Court of the City of Charlottesville will be requested to give these cases priority on the court docket.
- (12) The Commission shall have the authority to grant relief, as permitted under Virginia law, or to issue recommendations for appropriate remedies, for complaints reviewed during an administrative hearing. If, after the hearing, the Commission determines by a preponderance of the evidence that the respondent has committed or is committing the alleged violation(s) of this ordinance, the Commission shall state its findings in a written resolution and may issue recommendations, to be served promptly on the parties. Such recommendations may include:
- (A) the pursuit of remedies through alternative dispute resolution.
 - (B) a referral to the City Attorney for the consideration of potential civil action.
 - (C) notice to the respondent to cease and desist from such violation(s) and to take such action as may be authorized by law to effectuate the purpose of

this ordinance, including but not limited to the payment by respondent of compensatory damages to any person or persons found by the Commission to be so entitled by reason of the violation(s) of this ordinance, or the placement or restoration of any person in or to such status in which the Commission finds they would be but for respondent's violation(s) of this ordinance.

(13) If, after receiving the evidence presented at the administrative hearing, the Commission finds that the respondent has not engaged in the alleged violation(s) of this ordinance, the Commission shall state its findings in a written resolution and shall dismiss the complaint. Prompt notice of such action shall be given to the parties, and such dismissal shall be final.

(14) Nothing herein shall be construed as authorizing the Commission to award damages or grant injunctive relief.

(b) Administrative appeal hearings for determinations of no reasonable cause

(1) The Commission shall serve as a due process appellate body with the authority to hear appeals of determinations of no reasonable cause rendered by the Director on complaints of individual discrimination received and investigated by the Office of Human Rights.

(2) If the Director determines that there is no reasonable cause to believe a violation of this ordinance has occurred, the Director shall dismiss the complaint and advise the complainant in writing that such dismissal shall become final unless, within ten (10) calendar days of receipt of notice of the dismissal, the complainant contacts the Office of Human Rights to request a review of the determination of the Director through the public administrative appeal hearing process.

(3) On written petition of the complainant, the Commission shall hold

(4) an administrative appeal hearing to review the Director's conclusion and shall either overrule or affirm the finding of no reasonable cause.

(5) If, at the conclusion of an administrative appeal hearing, the Commission determines by majority vote that reasonable cause exists, it shall prepare a written resolution that includes a summary of the evidence upon which the reversal of the Director's finding is based and recommendations for further action. The Director shall serve notice on both parties of the Commission's finding and pursue appropriate further action, per the Commission's resolution.

(6) If, at the conclusion of an administrative appeal hearing, the Commission determines by majority vote that no reasonable cause exists, it shall prepare a written resolution upholding the Director's dismissal of the complaint, and such dismissal shall be final.

(c) Administrative hearings for determinations of reasonable cause

(1) If the Director determines that there is reasonable cause to believe a violation did occur and either party declines to participate in alternative dispute resolution, or if such efforts are attempted but unsuccessful, the Director shall prepare a written summary of the evidence on which the determination of reasonable cause is based

and shall recommend appropriate remedies for the discriminatory actions in a report to the Commission.

- (2) For determinations of reasonable cause regarding complaints of employment, public accommodation, credit, or private education discrimination, the Commission shall determine by majority vote whether to hold an administrative hearing on the complaint. The Commission shall base its determination on its judgment as to how enforcement of this ordinance would be best served. If the Commission determines not to hold an administrative hearing, it shall either dismiss the complaint or take such action as it deems appropriate and consistent with the purposes of this ordinance and the powers of the Commission hereunder.
- (3) For determinations of reasonable cause regarding complaints of housing discrimination, the Commission shall proceed with an administrative hearing on behalf of the complainant if neither party elects to pursue judicial determination through a civil action in a court of competent jurisdiction.

Sec. 2-439.2. Enforcement authority – Court enforcement regarding individual complaints of employment, public accommodation, credit, or private education discrimination.

- (a) If the Commission finds that a respondent has committed a violation of this ordinance and determines that appropriate remedial measures have not been taken, the Commission, through the City Attorney, and subject to approval by the City Council, may file an appropriate action in any court of competent jurisdiction to prove, *de novo*, that the respondent violated this chapter; secure compliance with this chapter; and/or obtain appropriate relief available under any applicable federal or state statute or regulation including, but not limited to an award of injunctive relief, compensatory and / or punitive damages and a recovery of costs and attorney's fees for any person, including the City, injured as a result of a violation of this chapter.
- (b) If the City Council approves the institution of any proceeding in court, the proceeding shall be brought in the name of the City Council and the Human Rights Commission of the City of Charlottesville.

Sec. 2-440. Confidentiality.

It shall be unlawful for any Commissioner, officer, employee, contractor or staff member of the Commission or Office of Human Rights to disclose or make public any complaints, investigative notes, or other correspondence and information furnished to the Commission or its staff in confidence with respect to a complaint, an investigation, or alternative dispute resolution process involving an alleged unlawful discriminatory practice. A violation of this section shall be a Class 3 misdemeanor.

Sec. 2-441. Annual Report.

The Commission shall make an annual comprehensive report to City Council that outlines its efforts during the preceding year in the areas of identifying and addressing systemic or institutional discrimination; processing individual complaints of unlawful discrimination; and facilitating community dialogue regarding issues of human rights. The report shall also outline

the Commission's work plan for the ensuing year, which shall be subject to approval or modification by City Council.

Sec. 2-442. Severability.

The provisions of the Article are severable, and if any provision, sentence, clause, section or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Article, or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Article would have been adopted if such illegal, invalid, or unconstitutional provision, sentence, clause, section, or part had not been included therein, and if the person or circumstances to which the chapter or any part thereof is inapplicable had been specifically exempted therefrom.

Sec. 2-443. No waiver of other legal rights.

- (a) Any person who is aggrieved by an unlawful discriminatory practice may bring an appropriate action in a court of competent jurisdiction, including but not limited to a judicial review of a final decision made by the Commission or Office, as provided for by any other applicable law.
- (b) Nothing in this Chapter shall prevent any person from exercising any right or seeking any remedy to which the person might otherwise be entitled; nor shall any person be required to pursue any remedy set forth herein as a condition of seeking relief from any court or other agency, except as is otherwise provided by applicable Virginia or federal law.

Date Adopted: August 3, 2026

Certified: Kyna Thomas
Clerk of Council

	<u>Aye</u>	<u>No</u>
Fleisher	<u>x</u>	<u> </u>
Oschrin	<u>x</u>	<u> </u>
Payne	<u>x</u>	<u> </u>
Snook	<u>x</u>	<u> </u>
Wade	<u>Absent</u>	<u> </u>

Attachment IV

Complaint File

[REDACTED]

v.

[REDACTED]

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[REDACTED]

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INVESTITGATIVE REPORT

Investigative Summary

[REDACTED] v. [REDACTED]

INVESTIGATIVE SUMMARY

[REDACTED] V. [REDACTED] OHR Case No.

2025-2

The names of the Complainant, respondents, witnesses, and affiliates of each have been replaced with the following labels to minimize redaction when this report is disclosed to parties to the complaint:

- Complainant: [REDACTED]
- Respondent Company: [REDACTED]
- Respondent Affiliate 1: [REDACTED]
- Respondent Affiliate 2: [REDACTED]
- Witness 1: [REDACTED]
- Witness 2: [REDACTED]
- Witness 3: [REDACTED]
- Witness 4: [REDACTED]
- Witness 5: [REDACTED]

Throughout the investigative summary, parenthetical citations are used to indicate the specific source of facts:

- *The letter refers to the tabbed section of the investigative report in which the document can be found.*
- *The number refers to the specific document within the tabbed section.*
- *Additional detail is included, as needed, to refer to specific parts of a cited document.*

Example: (E1, page 2, paragraph 3, line 4) refers to line 4 of paragraph 3 on page 2 of document 1 in section TAB E.

ISSUES ACCEPTED FOR INVESTIGATION

1. Whether [REDACTED] discriminated against [REDACTED] on the basis of race in employment by subjecting her, from August 2024 to December 2024, to a hostile work environment characterized by the intentional mispronunciation of her name, speculative and intrusive comments about her racial background and family, stereotypical remarks targeting her race, and differential treatment by her supervisor, who ignored her professional inquiries, yelled at her, and ostracized her within the workplace.
2. Whether [REDACTED] retaliated against [REDACTED] on the basis of race in employment when on December 10, 2024, Ms. [REDACTED] was terminated without prior warning or adherence to the company's disciplinary policy, after reporting workplace harassment and violations of company policies to Human Resources.

TIMELINESS

The complaint was filed within the 180-day statutory window for employment-related discrimination under the Charlottesville Human Rights Ordinance. The final alleged act (termination) occurred on December 10, 2024, and the complaint was filed 51 days later.

- **Dates of Alleged Discriminatory Events:** Complainant alleges that the discriminatory and retaliatory conduct occurred between August 2024 and December 10, 2024, the date of her termination.
- **Date of Intake Questionnaire Submission Filing:** December 17, 2024 (A2).
- **Date of Complaint Filing:** January 30, 2025 (A4)
- **Date of Notice of Investigation:** Notices were issued to both parties on February 3, 2025 (B1 & B2).
- **Alternative Dispute Resolution (ADR):**
 - Complainant declined mediation during intake, but the offer was included in the Notice of Investigation (A4, p. 4).
 - Respondent company formally declined ADR on February 21, 2025 (C1).
- **180-Day Notification:** Notices were issued to both parties on July 29, 2025 (B4 & B5).
- **Date investigation concluded:** September 11, 2025.

SUMMARY OF EVIDENCE

The issues investigated in this case are organized by the model of proof for harassment and retaliation. Each issue is evaluated based on the elements of that model, with evidence presented from both the Complainant and respondent perspectives. The issues are separated by protected class, with a summary of the evidence related to each element of the model of proof.

Complainant alleges that she was subjected to a hostile work environment and retaliated against for engaging in protected activity (A4, p. 8). The final alleged act of discrimination was her termination on December 10, 2024 (E1, p. 1). Respondent Company employed Complainant from August 2024 until her termination (A4, p. 2). The termination letter, dated December 9, 2024, was signed by Respondent Affiliate 1, Human Resources Director, and cited failure to meet performance expectations and to follow verbal coaching from Witness 2 as the basis for dismissal (E1, p. 1). Complainant was informed of her termination the following day when she reported to work (E18, p. 2, ln. 24–25).

At the time of the events described in the complaint:

- **Respondent Affiliate 1** (White) was the Human Resources Director (E19, p. 1, ln. 2; E25).
- **Respondent Affiliate 2** (White) held supervisory responsibilities over certain nursing staff (E21, p. 1, ln. 1; E25).
- **Witness 1**, (African American) served in a short-term placement as Interim Director for the Nursing Department from October 15, 2024, to December 6, 2024 (E22, p. 1, ln. 2–3).
- **Witness 2** (White) held a floor staff role (E20, p. 1, ln. 2; E25).

Issue 1

Whether [REDACTED] discriminated against [REDACTED] on the basis of race in employment by subjecting her, from August 2024 to December 2024, to a hostile work environment characterized by the intentional mispronunciation of her name, speculative and intrusive comments about her racial background and family, stereotypical remarks targeting her race, and differential treatment by her supervisor, who ignored her professional inquiries, yelled at her, and ostracized her within the workplace.

Issue 1, Element 1: *Individual was subjected to unwelcome comments or conducted based upon her protected class status.*

- Complainant identifies as a Black woman (A4, Pg. 3) and testified that she was subjected to unwelcome conduct based on her race during her employment as a Licensed Practical Nurse (LPN) from August to December 2024 (E18, p. 1). 1) (A2, p. 3).
- Complainant testified to several incidents of unwelcome conduct:
 - Complainant testified that Witness 2, and other coworkers often intentionally mispronounced her name as a form of mockery, despite having previously demonstrated the ability to say it correctly. She stated this was particularly an issue with Witness 2 (E18, p. 1, ln. 6 & 7).
 - Complainant also reported "speculative and intrusive comments" about her racial background and family, and "stereotypical remarks targeting her race," such as assumptions about her music preferences (A2, p 3; A4, p. 8).
 - Complainant reported that a resident at the facility repeatedly used the phrase "Black baby" in her presence, which she believed was encouraged by staff members (A4, p. 8).
 - Complainant also alleged that Witness 2 treated her differently by ignoring her professional inquiries, yelling at her, and isolating her in the workplace (A4, p. 8)
- Respondent Company denies receiving any formal complaints from the Complainant regarding name mispronunciation, racial comments, or stereotyping (E7, p. 1). Respondent Company asserts that it has a 'zero policy' for employee harassment and that any reported issues would have been addressed. (E7, p. 1). Respondent Affidavit 2 notes that she received no complaints of discriminatory remarks or bullying from other staff members based on race since she began her role in September 2024 (E7, p. 1).
 - Complainant testified that she did not bring the name mispronunciation directly to HR (E18, p. 1, ln. 4 & 9).
 - Witness 2 testified that she did not intentionally mispronounce the Complainant's name and was confident in the correct pronunciation (E20, p. 1, ln. 6).

Issue 1, Element 2: The conduct resulted in a tangible job action or was sufficiently severe or pervasive to interfere with the individual's work performance to create a hostile environment.

- Complainant alleges that the hostile work environment contributed to her termination. She stated that the combination of hostile comments, being ignored and ostracized by Witness 2, and the overall "toxic environment" made her feel "unwelcome and targeted," which "hindered her ability to do her job" (A4, p. 8).
- Complainant testified that the hostile work environment affected her ability to perform her job duties, as she was left responsible for medication administration, charting, patient feeding, and hygiene, while other staff members were allowed multiple breaks (E18, p. 1, ln. 5).
- She further testified that Witness 2, would treat her differently by not answering her questions about patient care, ignoring her, and later yelling at her (E23, p. 1, ln.6). Respondent Company disputes this, asserting the termination was due to performance issues, which will be further detailed under Issue 2, Retaliation (E7, p. 2, pa. 2).
- In an email on October 16, 2024, Complainant communicated her sentiment that she did not have to work at Respondent Company if it was going to be a conflict, stating that while she enjoyed patient care, she would be willing to resign to avoid the conflict. She further

detailed her feeling that she could not perform her best work in an uncomfortable environment, expressing a desire not to be rushed and to be confident that her job was completed correctly (E17, p. 31).

Issue 1, Element 3: *Basis exists for holding the respondent liable for harassment.*

- Complainant stated that she raised concerns about her workload, patient safety, and how staff handled their duties. Still, she did not receive a resolution (E18, p. 1, ln. 5). She testified that she "emailed and spoke with Respondent Affiliate 1 about these issues multiple times" (23, p. 1, ln. 2). She also states that she expressed feeling uncomfortable at work. The general response from Respondent Affiliate 1 was that "it'll be okay," "we'll figure it out," and "we're weeding the bad people out" (E23, p. 1, ln. 3).
 - In a September 17, 2024, email, Complainant raised concerns about scheduling communication to Respondent Affiliate 1 (E17, p. 12). In an October 6, 2024, email, she reported that med techs were working outside their scope of practice and raised other safety concerns (E17, pp. 29–30).
 - On October 16, 2024, Complainant emailed Respondent Affiliate 1 about a dispute with Witness 3 and expressed frustration that others believed she was reporting them to HR. She also voiced her frustration that "everyone thinks I reported someone" and that she disliked "running to HR," but felt obligated to do so because of the unprofessional environment (E17, pp. 7-9).
- Witness 1 recalled Complainant complained about staff in the HR Director's office. She told her to return to her unit and that, as a nurse leader, it was her responsibility to hold other staff accountable (E22, ln. 7).
- Respondent Affiliate 2 stated that Complainant would express dissatisfaction in unprofessional ways, such as passing handwritten notes during morning meetings in front of her peers. She often repeated statements like "every day can't be a bad day," but did not elaborate or provide specific concerns (E21, p. 1, ln.7). Witness 1 also attests to Complainant giving a note to an administrator at a clinical meeting that stated "every day can't be a bad day. Leave it at the door" (E22, p. 2, ln. 20). Respondent Affiliate 2 testified that herself, and Witness 1 advised Complainant on the proper and professional channels for raising concerns (E21, p. 1, ln. 8).
- Respondent Affiliate 1 acknowledged that Complainant raised informal concerns about coworker behavior (E19, p. 3, ln. 29) but also noted that another employee reported being harassed by Complainant. That report was informally addressed, and the Complainant was later transferred to a different unit to separate the parties (E19, p. 3, ln. 31; E21, p. 3, ln. 30).
 - An internal investigation report dated October 16, 2024, describes a dispute between the Complainant and a coworker, Witness 3 (E15). The report was initiated by Witness 3, who contacted HR. Complainant also submitted an email to Respondent Affiliate 1 detailing the incident (E17, pp. 7-9). In an email to the investigator dated June 3, 2025, Complainant stated that no follow-up meeting or discussion about the incident occurred (E17, p. 6).
 - Respondent Company also provided an employee statement from Witness 4, dated March 19, 2025, detailing a separate incident of alleged harassment and bullying by Complainant (E7, p. 4).
 - Respondent Affiliate 1 stated that Complainant had raised informal

concerns about a co-worker's behavior, specifically Witness 4. However, Witness 4 reported being harassed by Complainant and declined to submit a formal complaint due to fear of retaliation by Complainant (E19, p. 3, ln. 29). Respondent Affiliate 2 also attests that this individual reported bullying by Complainant but declined a formal investigation due to fear of retaliation by Complainant. As a result, Complainant was transferred to Long-Term Care to separate the parties (E21, p. 3, ln. 30).

- Complainant stated that she did not directly bring up her feelings concerning cultural insensitivity or racial comments about her name to Respondent Affiliate 1 (E23, p. 1, ln. 5). In an October 16, 2024, email, sent to Respondent Affiliate 1 she explained, "it's a lot that happens and I do not report bc I do not want to bother you. I know your busy" (E17, p. 9).

Issue 2

Whether [REDACTED] retaliated against [REDACTED] on the basis of race in employment when on December 10, 2024, Ms. [REDACTED] was terminated without prior warning or adherence to the company's disciplinary policy, after reporting workplace harassment and violations of company policies to Human Resources.

Issue 2, Element 1: Complainant opposed what she reasonably and in good faith believed to be an unlawful employment practice.

- Complainant testified that she reported several workplace issues she believed violated company policy and professional standards. Specifically, she stated that medical technicians were working outside their scope of practice (A2, p. 5). In an October 6, 2024, email, she reported that med techs were “putting in orders and sending orders to pharmacy,” saving half-pills, and performing “wound care or dressing changes” (E17, p. 29).
- Complainant also expressed discomfort about being asked to administer medication early. In a voice memo, she stated, “I’m not comfortable doing that, and I’ve been spoken to before, and I know how particular they are, and I don’t want to receive a write-up or something in the office” (E24, p. 1).

Issue 2, Element 2: Respondent subjected the Complainant to adverse treatment.

- Complainant’s employment was terminated on December 10, 2024. She claims this occurred without prior warning or adherence to the company's disciplinary policy (A1, p. 2; A2, p. 3). The termination letter dated December 9, 2024, cited failure to adhere to the Respondent Company’s standards of care (E1, p. 1).
- Respondent Company asserts that the termination was based on repeated medication errors, attendance issues, and reported concerns about bullying. Respondent Company states that its disciplinary policy allows for immediate termination depending on the seriousness of the offense (E7, pp. 2-3).
- Respondent Company cites three advisories, Exhibits E12, E13, and E14, as evidence of their adherence to the progressive disciplinary policy:
 - Exhibit E14: Complainant received her first documentation of advisory for medication errors on September 28, 2024. The advisory was signed by HR Director, Respondent Affiliate 1, and Complainant, indicating that the Complainant failed to administer Tylenol on September 6th and 7th, and Gabapentin on September 24th and 26th (E14, p. 1). Both Complainant

and Respondent Affiliate 1 also testified in their affidavits that a sit-down meeting took place to discuss this advisory, and Complainant was given the opportunity to sign and provide a rebuttal (E18, p. 3, ln. 34; E21, p. 2, ln. 16- 18).

- Exhibit E12: Complainant received her second documentation of advisory dated November 15, 2024, for a medication error that occurred on November 3, 2024 (E12, p. 1). This documentation was signed by Witness 1 (E22, p. 2, ln. 15). Witness 1 states that she administered this advisory documentation on November 15 for the medication error (E22, p. 1, ln. 1). The medication error involved a Gabapentin dose that was signed as given in the EMAR but was not signed out on the controlled record (E22, p. 2, ln. 15). Witness 1 was unable to present the documents directly to Complainant because she was out of the office on December 6, 2024 (E22, p. 1, ln. 11-12), which was Witness 1's last day. This date reflects the day Witness 1 signed the advisory documentation (E12, p. 1).
 - Witness 1 also states that she "circled back" with Respondent Affiliate 1, who told her that Complainant had refused to sign the forms. Witness 1 notes that this refusal was not documented on the forms, as is standard procedure. (E22, p. 1, ln. 14) Witness 1 also stated that this situation was different from her usual practice of delivering disciplinary actions in a meeting with the employee and a witness, as it was "overshadowed by [her] impending departure" (E22, p. 2, ln. 16).
- Exhibit E13: Complainant's final documentation of Advisory dated December 5, 2024, cited a "Pattern of Absenteeism" (E13, p. 1). According to Witness 1, this advisory was the result of two absences: an early departure on November 26th that Complainant claimed was to avoid workplace "drama," and a subsequent call-out on December 4th after she had pre-approved leave for a school meeting (E22, p. 3 ln. 25-26). This advisory was administered by Witness 1, who also attested that she signed off on the advisories on December 6, 2024 (E22, p. 1, ln. 11) and claimed that Complainant had refused to sign them (E22, p. 1, ln. 14).
- Complainant attests that she never received a written warning, but she does acknowledge that in September 2024, she had a sit-down meeting about a medication error (E18, p. 3, ln. 32-33). She also claims that she refused to sign the counseling form (E18, p. 3, ln. 34), but her signature appears on the documentation of advisory (E14, p. 1).
- Complainant shared her version of her absences, explaining that she emailed Witness 1 on November 26, 2024, to inform her she was leaving early to avoid "drama" over the schedule (E2, p. 53). She claims her absence on December 4, 2024, was not a "no-call, no-show" because she informed them of her absence "over 24 hours in advance" (E23, lines 10, 11, 13). Emails from September 17, 2024, and October 1, 2024, demonstrate that she communicated with management regarding scheduling and coverage concerns (E17, pp. 11-12). Complainant also describes an incident on November 21st where she had to work past 7:30 pm to administer medication on time after the on-call nurse and Witness 1 "refused" to take the keys or relieve her (E17, p. 217). She worked 15 hours straight that day (E17, p. 220), and with her knee hurting and feeling exhausted, she called out the next day. She believed it was "understood and agreed upon" that she would not need to work her next shift, considering the long hours she had already worked (E17, p. 195). She also states that her first sign-on bonus was "deferred and pushed back" and was not included in that week's

paycheck, which she saw as a "punishment" for her absence (E17, p. 195). Respondent Affiliate 2 testified that Complainant's attendance was a "recurring concern" and that, despite efforts to accommodate her schedule, she "failed to appear for shifts" (E21, p. 2, lines 23-24). Respondent Affiliate 2 added that she was unaware of the exact number of "no-call/no-show" instances, but Witness 1 reported these to her multiple times (E21, p. 2, lines 23-24).

November Absence: Witness 1 stated that on November 11, 2024, she asked Complainant to stay until 8:30 p.m. to cover a med pass due to a call-off, and Complainant initially agreed (E22, p. 3, ln. 26). The following morning, Witness 1 received a text from Complainant stating she could not come to work for her scheduled 7:00 a.m. shift because she had worked late, and her legs were hurting. This call-off was considered an absence (E22, p. 3, ln. 26). Complainant claims she explicitly told Witness 1 and Respondent Affiliate 1 that she would not be able to work the next day because she had been working 15-16 hours and had a pre-existing knee injury. She also claims she did not receive any communication, emails, paperwork, or phone calls about this absence after returning to work on November 15 (E23, p. 2, ln. 10). Complainant's timecard notes a "CALLOUT" on November 12 and 13.80 hours worked on November 11 (E9, p. 1). Witness 1 testified that she only asked Complainant to stay an extra hour because she knew Complainant was scheduled to work the next day. When Complainant did not show up the next day, Witness 1 considered this a call-off and an absence (E22, p. 3, ln. 26).

December Absence: On Wednesday, December 4, 2024, Complainant texted Respondent Affiliate 1 to request a day off for an urgent school matter, stating, "I don't want to have to call out" (E17, p. 16). The text exchange shows Respondent Affiliate 1 replying, "I spoke with [Witness 5], and if you can work tomorrow until 11 a.m., she will have coverage for the rest of the day" (E17, p. 16). Complainant's timecard indicates that on December 5, she did not clock in and was covered by "11.50 PTO FT" (E9, p. 3). Complainant states this was not a "no-call, no-show" and that she had notified them "over 24 hours in advance" (E23, p. 2, ln. 13). Respondent affiliate 1 states that in November 2024, Complainant was granted a schedule modification to care for her daughter. She agreed to work a partial shift but did not report to work that day, causing operational disruptions (E19, p. 2, ln. 21).

- Respondent Affiliate 2 testified that Complainant's attendance was a "recurring concern" and that despite efforts to accommodate her, she "failed to appear for shifts" (E21, p. 2, ln. 23). The employee handbook states that "excessive absences" are grounds for termination (E16, p. 42-43). Respondent Affiliate 1 states that being on a PIP and continuing performance or attendance issues is grounds for termination, even without exhausting all progressive steps (E19, p.2, ln. 22).

Issue 2, Element 3: There was a causal connection between the individual's protected activity and the adverse action.

- Complainant's termination date is December 10, 2024 (B1, p. 2). The termination letter dated December 9, 2024, was signed by Respondent Affiliate 1, Human Resources Director (E1, p. 1). The letter cites failure to adhere to the Respondent Company standards of care and heed the verbal coaching from Witness 1 as the basis for the decision (E18, p. 1, ln. 25). Respondent affiliate 1 stated that the termination letter was prepared and signed on December 9, 2024, following a voicemail she received from Witness 1 recommending

termination (E19, p. 2, ln 18). According to Respondent Affiliate 1, Complainant was informed of the termination the next day, December 10, when she reported to work (E18, p. 1, ln. 22).

- Complainant states that she had not received prior warnings or disciplinary action related to the cited performance issues (E18, p. 3, ln. 32).
- On December 9, 2024, Complainant emailed two colleagues to clarify whether a patient could be served a grilled cheese sandwich. (E5, p. 1). The following day, after her termination, Complainant emailed a coworker stating she believed she had been terminated for “breaching HIPAA” by asking about the grilled cheese and was told she had sent “too much information” to the Clinical Team (E6, p. 2). Respondent Affiliate 1 stated that this incident “did not factor into [the Complainant’s] termination” and that the decision had already been made based on performance concerns (E19, p. 3, ln. 35).
- On November 21, 2024, Complainant sent an email to the Clinical Team summarizing a hospice nurse’s visit and stating that the resident “is able to self- pleasure” and should be given privacy unless exhibiting behavior toward staff. Witness 1 responded by thanking the Complainant and advising that such private information should be limited to staff who need to know (E3, p. 1). Respondent Affiliate 1 stated that the email was considered a HIPAA violation because it disclosed sensitive information to the entire Clinical Team, including non-clinical staff, and should have been directed to Witness 1 (E19, p. 2, ln. 24-26).
- In an email dated December 10, 2024, Complainant also raised concerns about a potential conflict of interest, stating in an email to Respondent Affiliate 1, and another colleague that she had witnessed Witness 2, “kissing another staff member,” and reported it to prevent future retaliation (E6, p. 1; E17, p. 2).
- Complainant wrote to the investigator that after working extended hours on November 11, 2024, and not returning the next day due to exhaustion, she did not receive her sign-on bonus (E17, p. 20). She stated in this email that she felt the bonus was “pushed back like some sort of retaliation” for refusing to administer medications early (E17, p. 22). In a November 14, 2024, email, Respondent Affiliate 1 informed Complainant that the bonus had been deferred to the next pay period because of a payroll system glitch (E17, p. 21).
- Complainant described a work environment where coworkers targeted her after reporting concerns to Human Resources. She testified that those coworkers referred to her as someone who “always runs to HR.” In one incident, she recounted a confrontation with Witness 3, who allegedly stated, “nobody likes you at the job” and accused her of causing problems (E17, pp. 7–8).
 - Complainant also expressed concern that her identity was not kept confidential by Human Resources. She stated that she believed HR had disclosed her reports to other staff, contributing to increased hostility from colleagues and supervisors (E17, p. 23).
 - In contrast, Respondent Affiliate 1 testified that she did not know any staff referring to the Complainant as a “snitch” (E19, p. 1, ln. 8).
- Respondent Company asserts that the termination was based on documented performance concerns, including medication errors and attendance issues, consistent with the company’s disciplinary policy (E16, p. 1-3). The employee handbook states that the Progressive Discipline Policy does not guarantee that all steps will be followed, and

that management reserves the right to proceed directly to termination depending on the circumstances (E16, p. 22). Respondent Company also notes that Virginia is an “at-will” employment state, a condition acknowledged by Complainant upon hire (E11).

- Complainant, who identifies as African American women, claims her termination was retaliatory and connects it to several specific incidents that happened in the weeks before her dismissal. While she considers these events as factors, the incidents she she mentions- such as HIPAA-related concerns, a witnessed relationship, disciplinary actions, and absences, they are not directly linked to her protected class.

SUMMARY OF RELIEF SOUGHT BY COMPLAINANT

Complainant was unaware of a remedy or solution (A2, p. 3).

Case Index

[REDACTED]

v.

[REDACTED]

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█ v. █

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Tab A– Intake

Exhibit No.: A-1

Intake Questionnaire

Date: December 17, 2024



CITY OF CHARLOTTESVILLE
OFFICE OF HUMAN RIGHTS
CONFIDENTIAL INTAKE QUESTIONNAIRE

DATE SUBMITTED

December 16th 2024

THIS IS NOT A FORMAL COMPLAINT. YOUR COMPLETION OF THIS QUESTIONNAIRE DOES NOT SIGNIFY THAT YOU HAVE FILED A FORMAL COMPLAINT WITH THE CHARLOTTESVILLE OFFICE OF HUMAN RIGHTS. THIS QUESTIONNAIRE IS FOR INFORMATION ONLY. IF YOU HAVE QUESTIONS OR NEED ASSISTANCE COMPLETING THIS FORM, PLEASE CONTACT THE OFFICE OF HUMAN RIGHTS BY PHONE AT (434) 970-3023 OR BY EMAIL AT HUMANRIGHTS@CHARLOTTESVILLE.GOV, AND A STAFF PERSON WILL BE HAPPY TO ASSIST YOU.

WHERE DID YOU HEAR ABOUT US?	Online
------------------------------	--------

1. PLEASE PROVIDE INFORMATION ABOUT YOURSELF.			
NAME: [REDACTED]		PRONOUNS:	
MAILING ADDRESS: [REDACTED]			
CITY: [REDACTED]	STATE: [REDACTED]	ZIP CODE: [REDACTED]	
PHONE: ([REDACTED]) [REDACTED]-[REDACTED]		EMAIL: [REDACTED]	

2. PLEASE PROVIDE INFORMATION ABOUT THE PERSON OR GROUP YOU FEEL DISCRIMINATED AGAINST YOU.			
NAME: [REDACTED]			
MAILING ADDRESS: [REDACTED]			
[REDACTED]			ZIP CODE: [REDACTED]
PHONE: ([REDACTED]) [REDACTED]-[REDACTED]		EMAIL:	

3. TYPE OF INQUIRY (PROTECTED ACTIVITY)
☐ CREDIT ☒ EMPLOYMENT ☐ HOUSING ☐ PRIVATE EDUCATION ☐ PUBLIC ACCOMMODATION

4. DATE OF ALLEGED DISCRIMINATION (DATE THE INCIDENT OCCURRED) ☐ HOUSING INCIDENTS MUST BE REPORTED WITHIN 365 DAYS. ☐ ALL OTHER INCIDENTS MUST BE REPORTED WITHIN 180 DAYS.	MM / DD / YYYY
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5. TYPE OF DISCRIMINATION (PROTECTED BASIS)
I BELIEVE I HAVE BEEN DISCRIMINATED AGAINST BASED ON MY <u>Race and Age</u>

6. PLEASE PROVIDE A BRIEF DESCRIPTION OF THE ALLEGED DISCRIMINATORY ACTS.

I was discriminated against and terminated due to my race and age. Tuesday, December 10 I was presented with a copy of a narcotic sheet that said I did not give a narcotic to a patient that she was altered and had marker on it and it also showed three other nurses that allegedly did not give the narcotic. I asked HR if the other nurses were being terminated and she said it was an at will state. she also presented me with a paper saying I called out two times the past five months . So I've had two callouts .one was because I was at work from 730 till 10 PM because someone else called out who did not get fired . My left knee has had previous surgery so after long hours of work my left knee does swell up sometimes . That call outl was supposed to be excused however, she bring that up Tuesday and then she said I called out another day so two callouts and five months however, I do know employees that have caught out more than that.I was never given verbal or written notice for either call out . I was presented this information about the narcotic sheet and call out after comments made at work and after i reported patient neglect by the CNAs and them leaving them soiled to talk or be on phones . Other employees have called out and made real narcotic errors and they have never been fired so I do feel that I've been discriminated against. I do have emails where I sent HR complaints of uncomfortable work environment comments from other coworkers, like certain employees making certain comments or people saying that they didn't like me and stuff like that, I did try to reach out but I feel like I have been retaliated against for standing up for myself , possibly because I was reaching out to HR please help. I have never felt this way before or been treated as such. I have never had a narcotic issue or the papers being tampered with . I have been a nurse for 4 years and this is very hard

WHAT HAPPENS NEXT?

THE INFORMATION YOU HAVE PROVIDED HEREIN IS CONFIDENTIAL. RESPONDENTS ARE NOT NOTIFIED OF THIS INITIAL CONTACT AS THIS IS NOT A FORMAL COMPLAINT. THIS INFORMATION WILL BE FORWARDED TO A STAFF PERSON WHO WILL CONTACT YOU TO SET UP A TIME FOR YOU TO DISCUSS YOUR SITUATION AND NEXT STEPS.

FOR REASONABLE ACCOMMODATION FOR A DISABILITY, CONTACT HUMANRIGHTS@CHARLOTTESVILLE.GOV OR CALL (434) 970-3023.

YOU CAN SUBMIT YOUR CONFIDENTIAL INTAKE QUESTIONNAIRE IN ANY OF THE WAYS LISTED BELOW.

MAIL	OFFICE OF HUMAN RIGHTS CITY OF CHARLOTTESVILLE PO BOX 911 CHARLOTTESVILLE, VA 22902
EMAIL	HUMANRIGHTS@CHARLOTTESVILLE.GOV
HAND-DELIVERY	OFFICE OF HUMAN RIGHTS 507 EAST MAIN STREET THE OFFICE IS LOCATED ON THE DOWNTOWN MALL NEXT TO THE POST OFFICE. PARKING IS AVAILABLE IN THE MARKET STREET PARKING GARAGE. PLEASE CALL 434-970-3023 AHEAD OF YOUR VISIT TO CONFIRM THAT SOMEONE WILL BE AVAILABLE TO RECEIVE YOUR INTAKE QUESTIONNAIRE OR TO MAKE OTHER ARRANGEMENTS. YOU MAY ALSO HAND-DELIVER YOUR INTAKE QUESTIONNAIRE TO THE CITY MANAGER'S OFFICE, WHICH IS LOCATED ON THE 2 ND FLOOR OF CITY HALL.

Exhibit No.: A-2

Intake Report

Date: December 19, 2024



City of Charlottesville Office of Human Rights Intake Report

Aggrieved Individual Name	[REDACTED]
Respondent Name	[REDACTED]
Intake Meeting Date	12/19/2024
OHR Staff Completing Assessment/Staff Role	Lauren Harris, Human Rights Intake Specialist

- ☒ Intake Specialist has advised the aggrieved person orally and in writing of the role of the Intake Specialist.
- ☒ Intake Specialist has advised the aggrieved person orally and in writing of their rights and responsibilities.
- ☒ Aggrieved person confirms that they have not filed with a state or federal agency regarding this incident.

Timeliness Assessment

Incident Date	12/10/2024
Date of Intake Questionnaire Submission	12/17/2024
Intake is timely • 365 days from incident for housing • 180 days for all other protected activities	☒ Yes ☐ No
Deadline for Aggrieved Individual Submission	06/08/2025

Geographic Assessment

Incident Address	[REDACTED]	
Incident occurred within the geographical boundary of the City of Charlottesville?	☒ Yes ☐ No	
Alleged respondent is registered within the corporate jurisdiction of Charlottesville?	☒ Yes ☐ No	

Local and State Code Assessment

Protected Activity	☒ Employment ☐ Housing ☐ Public Accommodation ☐ Credit ☐ Private Education
Protected Class(es)	Race
Applicable Sections of the Charlottesville Human Rights Ordinance (November 21, 2022)	☒ Sec. 2-431.1. Unlawful employment discrimination prohibited. ☐ Sec. 2-431.2. Unlawful housing discrimination prohibited. ☐ Sec. 2-431.3. Unlawful public accommodation, credit, and private education discrimination prohibited.
Applicable State Codes and citation of any specific sections relevant to the allegation.	Va. Code § 2.2-3904B.1.a. Fail or refuse to hire, discharge, or otherwise discriminate against any individual with respect to such individual's compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, sexual orientation, gender identity, marital status, pregnancy, childbirth or related medical conditions including lactation, age, military status, disability, or ethnic or national origin; or Va. Code § 2.2-3904B.1.b. Limit, segregate, or classify employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect an individual's status as an employee, because of such individual's race, color, religion, sex, sexual orientation, gender identity, marital status, pregnancy, childbirth or related medical conditions including lactation, age, military status, disability, or ethnic or national origin.
Potential respondent exemptions under Virginia Code	☒ None known. ☐ Yes:

Individual Standing Assessment

(If Aggrieved Individual has not completed an intake questionnaire prior to the intake appointment, use this section to capture the elements of the intake or complaint narrative)

Evidence that Aggrieved Individual was engaged in a protected activity
Individual testified that she was hired at [REDACTED] ([REDACTED] at the end of July 2024 and began working at the beginning of August 2024 at 7:30 am – 7:30 pm shifts (Intake Appointment 12/19/2024).
Evidence that Aggrieved Individual is or was a member or perceived member of a protected class
Individual testified that she identifies as a Black woman (Intake Appointment 12/19/2024).
Specific harms experienced by Aggrieved Individual and resulting from the alleged discrimination
Individual shared that she has felt was treated harshly compared to others, she is now overwhelmed and inconvenienced by the alleged discrimination and her mental health has been affected. She has identified emotional and financial stress due to her termination happening around the holiday season which has

affected her finances and ability to provide gifts for her children to make it special. The individual is now also concerned about her name being spread around and there are rumors about her termination. Individual shared that she cannot think straight and is unsure when she will be able to work again. The loss of her finances has caused burden due to its timing because now there is a big gap now where she was supposed to have money from being paid. She has lost out on two bonuses, a Christmas and 90-day bonus) due to her termination.

Perfected Complaint

The [REDACTED] presented is whether RESPONDENT NAME discriminated against Aggrieved Individual NAME on the basis of PROTECTED CLASS in PROTECTED ACTIVITY when on DATE, DESCRIPTION OF ALLEGED DISCRIMINARY ACT(S).

Note: If there is more than one alleged protected class or activity, then each should be presented as a separate [REDACTED] for consideration.

The [REDACTED] presented is whether [REDACTED] discriminated against [REDACTED] on the basis of race in employment by subjecting her, from August 2024 to December 2024, to a hostile work environment characterized by the intentional mispronunciation of her name—despite supervisors privately acknowledging the correct pronunciation—speculative and intrusive comments about her racial background and family, stereotypical remarks targeting her race, such as assumptions about her music preferences, and differential treatment by her supervisor, [REDACTED] who ignored her professional inquiries, yelled at her, and ostracized her within the workplace.

The [REDACTED] presented is whether [REDACTED] retaliated against [REDACTED] on the basis of race in employment when on December 10, 2024, she was terminated without prior warning or adherence to the company's disciplinary policy, after reporting workplace harassment and violations of company policies to Human Resources.

Remedy and Resolution Information

Remedy sought by Aggrieved Individual

Individual was unsure of a remedy or solution at the time of their intake appointment on 12/19/2024.

Is the Aggrieved Individual interested in informal dialogue to resolve the complaint?

☐ Yes ☒ No

Is the Aggrieved Individual willing to engage in mediation or conciliation?

☐ Yes ☒ No

Any accommodations needed to ensure alternative dispute resolution is safe or accessible?

Evidence Assessment

Model of Proof & Theory of Discrimination

Harassment

Evidence related to the elements of the applicable model of proof and theory of discrimination

1. Individual was subjected to unwelcome comments or conducted based upon her protected class status.
 - a. Individual testified that she experienced several incidents where coworkers, including her supervisor [REDACTED] mispronounced her name intentionally (Intake Appointment 12/19/2024).
 - b. Individual testified that there her racial background was speculated upon, with inquiries about her race and children (Intake Appointment 12/19/2024).
 - c. Individual testified that a resident of [REDACTED] repeatedly said, "Black baby," possibly influenced by staff remarks (Intake Appointment 12/19/2024).
 - d. Individual testified that after a group discussion at work about country music and she shared that she did not enjoy listening, afterward there were comments that made solely around her that made her feel uncomfortable (Intake Appointment 12/19/2024).
2. The conduct resulted in a tangible job action or was sufficiently severe or pervasive to interfere with the individual's work performance to create a hostile environment (measured by standard of reasonable person in her situation).
 - a. Individual testified that the comments and actions from colleagues and supervisors made her feel unwelcome and targeted, impacting her ability to work effectively (Intake Appointment 12/19/2024).
3. Basis exists for holding the respondent liable for harassment.
 - a. Individual testified that she reported the incidents to [REDACTED] Human Resources and had meetings with the CEO and HR representative. Despite these reports, no effective action was taken to address the harassment, suggesting employer liability (Intake Appointment 12/19/2024).

Does the Aggrieved Individual present or state to have documentary or other evidence?	☒ Yes ☐ No
Does the Aggrieved Individual name at least one witness to the alleged incident or incidents?	☐ Yes ☒ No
If disparate treatment, does the Aggrieved Individual name at least one specific comparator?	☐ Yes ☒ No
Notes (List any evidence submitted as part of the complaint and where it is located in the electronic file)	
• Documentation: ○ Termination packet- possible forged signature, narcotics sign out sheet, email communications, etc. ○ Phone Messages.	

Model of Proof & Theory of Discrimination

Retaliation

Evidence related to the elements of the applicable model of proof and theory of discrimination

1. Individual opposed what she reasonably and in good faith believed to be an unlawful employment practice.

- a. Individual testified that she reported to [REDACTED] Human Resources representative, that the medical technicians at [REDACTED] were going outside and above their scope of practice which goes against state board by doing work (Intake Appointment 12/19/2024).
 - b. Individual testified that she reported to Human Resources that she was doing more work outside of the scope of her role which is that of a licensed practical nurse (LPN) and was doing certified nursing assistant (CNA) work (Intake Appointment 12/19/2024).
 - c. Individual testified that she witnessed [REDACTED] the nursing coordinator, kissing another staff member (Intake Appointment 12/19/2024).
 - d. Individual testified that she would often work past 7:30 pm when she was on shift causing swelling on the leg that she had previous surgery on (Intake Appointment 12/19/2024).
 - e. Individual testified that she reported the harassment and hostile work environment to Human Resources (Intake Appointment 12/19/2024).
 - f. Individual testified that she reported to Human Resources that the med techs were going beyond their scope of practice (Intake Appointment 12/19/2024).
2. The respondent subjected the individual to adverse treatment.
 - a. Individual testified that she often was subject to comments from coworkers including, "we better be careful, or she'll tell" (Intake Appointment 12/19/2024).
 - b. Individual testified that the Nurse Coordinator, [REDACTED] began treating her differently, would not answer any questions she asked about patient care, would ignore the individual and then later yell at (Intake Appointment 12/19/2024).
 - c. Individual testified that she was terminated by [REDACTED] for not adhering to their standard of care (Intake Appointment 12/19/2024).
 3. There was a causal connection between the individual's protected activity and the adverse action.
 - a. The termination occurred shortly after [REDACTED] complaints to HR about the discriminatory and hostile work environment, indicating a possible causal connection between her reporting and the adverse action of termination.

Does the Aggrieved Individual present or state to have documentary or other evidence?	☒ Yes ☐ No
Does the Aggrieved Individual name at least one witness to the alleged incident or incidents?	☐ Yes ☒ No
If disparate treatment, does the Aggrieved Individual name at least one specific comparator?	☐ Yes ☒ No
Notes (List any evidence submitted as part of the complaint and where it is located in the electronic file)	
• Documentation: ○ Termination packet- possible forged signature, narcotics sign out sheet, email communications, etc. ○ Phone Messages.	

Conflict of Interest Assessment

Is there any evidence indicating a potential conflict of interest?	☐ Yes ☒ No
If yes, describe the nature of the potential conflict.	

OHR Staff Signature

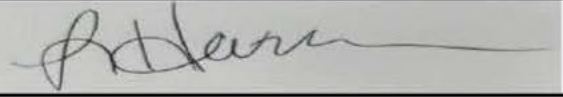
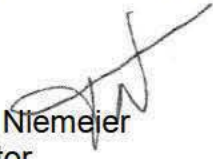
A handwritten signature in black ink, appearing to read "A. Harn", is written over a light gray rectangular background.

Exhibit No.: A-3

Jurisdiction Assessment

Date: January 16, 2025

CASE FILE MEMORANDUM – JURISDICTION ASSESSMENT

FROM: 
Todd Niemeier
Director
City of Charlottesville
Office of Human Rights
Human Rights Commission

DATE: January 16, 2025

AGGRIEVED INDIVIDUAL: [REDACTED]

I have reviewed the Intake Questionnaire and Intake Report, as well as the evidence presented in TAB E within the case file.

The following [REDACTED] (modified slightly from but based upon the information presented in the Intake Report) are jurisdictional under the Charlottesville Human Rights Ordinance:

1. Whether [REDACTED] discriminated against [REDACTED] on the basis of race in employment by subjecting her, from August 2024 to December 2024, to a hostile work environment characterized by the intentional mispronunciation of her name, speculative and intrusive comments about her racial background and family, stereotypical remarks targeting her race, and differential treatment by her supervisor, who ignored her professional inquiries, yelled at her, and ostracized her within the workplace.
2. Whether [REDACTED] retaliated against [REDACTED] on the basis of race in employment when on December 10, 2024, [REDACTED] was terminated without prior warning or adherence to the company's disciplinary policy, after reporting workplace harassment and violations of company policies to Human Resources.

The Office of Human Rights shall proceed with assisting the individual to file a complaint of discrimination and serve notice of the complaint to both parties, notifying each of the initiation of an investigation. The notice shall also include an offer for both parties to participate in mediation as a means of resolving the complaint. Should either party subsequently refuse to participate in mediation or if mediation does not result in resolution, the investigation shall proceed.

Because the aggrieved individual has indicated that at this time she is not interested in alternative dispute resolution, the Intake Specialist should contact the Investigator while the complaint is being prepared so that the Investigator can familiarize herself with the Intake Report and any other information related to the complaint.

While the aggrieved individual did not express interest in alternative dispute resolution, the notice shall still include an offer for both parties to participate in informal dialogue or mediation as a means of resolving the complaint, as this remains an option throughout the investigation.

Exhibit No.: A-4

Complaint Form

Date: January 30, 2025



**CITY OF CHARLOTTESVILLE
OFFICE OF HUMAN RIGHTS
UNLAWFUL DISCRIMINATION
COMPLAINT FORM**

Date of Filing Appointment:	1/30/2025
Intake Staff Name:	Lauren Harris
Case Number:	2025-2

Is this a retaliation allegation connected to an existing complaint?

☐ Yes (If yes, skip sections 4, 7, and 8)

☐ No

1. Complainant Information:

Name: [REDACTED]		Preferred Pronouns: she/her	
Mailing Address: [REDACTED]			
City: [REDACTED]	State: [REDACTED]	Zip Code: [REDACTED]	
Phone: [REDACTED]		Email: [REDACTED]	

2. Respondent Information:

Name: [REDACTED]			
Mailing Address: [REDACTED]			
City: [REDACTED]	State: [REDACTED]	Zip Code: [REDACTED]	
Phone: [REDACTED]		Email: [REDACTED]	

3. Primary individual(s) who discriminated against you:

If more than three people were involved, please name the individuals in Section 13.

Individual 1	Name: [REDACTED]	Phone: [REDACTED]
	Role/Title: Nursing Coordinator/ LPN	Email: [REDACTED]
Individual 2	Name: [REDACTED]	Phone: [REDACTED]
	Role/Title: Human Resources	Email: [REDACTED]
Individual 3	Name: [REDACTED]	Phone: [REDACTED]
	Role/Title: Therapy Director	Email: [REDACTED]

4. Type of Complaint (Protected Activity)

- ☐ Credit
☒ Employment
☐ Housing
☐ Private Education
☐ Public Accommodation

5. If a complaint of employment discrimination, please complete the following, otherwise leave blank:

Complainant's Job Title: Licensed Practical Nurse (LPN)

Employment Start Date (MM/DD/YYYY): 08/16/2024

Employment End Date (MM/DD/YYYY): 12/10/2024

Does Complainant currently work for this employer? ☐ Yes ☒ No

At the time of the incident, number of employees working for this employer: 10

6. Specific Harm (fired, denied access or opportunity):

My termination has made me feel that I've been treated much harsher than others, and now, I'm overwhelmed and inconvenienced by what I believe is discrimination. It has deeply affected my mental health. The emotional and financial stress from my termination, especially around the holiday season, has been overwhelming. Not only has it hit my finances hard, but it's also made it impossible for me to provide gifts for my children, making it difficult to make the holiday season special for them.

On top of that, I'm now worried about rumors spreading about my termination. My name is being talked about, and I feel exposed. I can't think clearly right now. I don't even know when I'll be able to work again, and the loss of my income has created a huge burden on me. The timing of all of this makes it worse. I'm facing a big gap in income, and I've missed out on two bonuses — one for Christmas and one for my 90-day mark — all because of my termination. This situation has completely upended my life.

7. Date of Alleged Discrimination (MM/DD/YYYY the incident occurred)

- Housing incidents must be reported within 365 days.
- All other incidents must be reported within 180 days.

12/10/2024

8. Type of Discrimination (Protected Class): Please mark all that apply.

☐ Age (for **non-housing** complaints only – if complainant is 40 or more years of age)

- Complainant's reported age:

☐ Childbirth or related medical conditions

☐ Color

- Complainant's self-identified color:

☐ Disability

☐ Elderliness (for **housing** complaints only – if complainant is 55 or more years of age)

- Complainant's reported age:

☐ Familial Status (for **housing** complaints only)

☐ Gender Identity

- Complainant's self-identified gender identity:

☐ Marital Status

☐ National Origin

- Complainant's self-identified national origin

☐ Pregnancy

☒ Race

- Complainant's self-identified race: Black American

☐ Religion

- Complainant's self-identified religion:

☐ Sex

- Complainant's self-identified sex:

☐ Sexual Orientation

- Complainant's self-identified sexual orientation:

☐ Source of Funds (for **housing** complaints only)

☐ Status as a Veteran

9. Remedy is the complainant seeking from the respondent:

- ☒ Apology
☐ Dialogue with the Respondent
☐ Employment opportunity
☐ Financial compensation
☐ Housing opportunity
☐ Access to a public space
☒ **Other** (Please specify below):

Seeking justice for what I have faced working at [REDACTED] and making sure it doesn't happen to another Black person or person of color.

Is the complainant willing to engage in informal dialogue with the respondent to attempt resolution?

☐ Yes ☒ No

Is the complainant willing to engage in a formal mediation or conciliation process with the respondent?

☐ Yes ☒ No

10. If the complainant has legal representation or an advocate, please complete the following:

Name of Attorney/Advocate:

Street Address:

City:

State:

Zip Code:

Phone:

Email:

11. Witnesses: List any individuals who were present or have knowledge of the alleged discrimination.

Witness 1	Name:	Role/Title:
	Phone:	Email:

Witness 2	Name:	Role/Title:
	Phone:	Email:
Witness 3	Name:	Role/Title:
	Phone:	Email:
Witness 4	Name:	Role/Title:
	Phone:	Email:
Witness 5	Name:	Role/Title:
	Phone:	Email:
Witness 6	Name:	Role/Title:
	Phone:	Email:
Witness 7	Name:	Role/Title:
	Phone:	Email:
Witness 8	Name:	Role/Title:
	Phone:	Email:

12. Specific Comparators: List any person who was in the same or similar situation as the complainant.

C	Name: [REDACTED]	Role/Title: LPN
---	------------------	-----------------

	Phone:	Email:
	How was this person treated in comparison to you? [REDACTED] did not sign out the narcotic needed for patient administration but kept her position as LPN at [REDACTED]. She is white.	
Comparator 2	Name: [REDACTED]	Role/Title: Med Tech
	Phone:	Email:
	How was this person treated in comparison to you? Has been late to work and has had "call outs" has not been terminated from her role. She is white.	
Comparator 3	Name: [REDACTED]	Role/Title: CNA
	Phone:	Email:
	How was this person treated in comparison to you? Always called out due to having small children and is still employed.	
Comparator 4	Name:	Role/Title:
	Phone:	Email:
	How was this person treated in comparison to you?	

13. Complaint Narrative Section

Instructions

Incidents of alleged discrimination or harassment can be one-time events or can include several incidents over time. Whether presenting a complaint that involves a single incident or multiple incidents, always start with the date and time of the incident. Separate your documentation by incident, focus on the facts (when, where, who, what, how, and why), and do your best to be clear and concise.

On the next page, explain what happened and include the following details **for each individual incident**:

- Date and time of incident (or an approximation, if you cannot remember the exact date and time)
- Location of incident
- Name(s) of the primary person or people that caused you harm
- A clear and concise description what the person or people did or said to you
- A clear and concise description of why you think the person or people acted this way toward you
- A clear and concise description of the harm you experienced, resulting from the incident
- Names of any witnesses to the incident
- Any actions you took after the incident to seek a remedy for the harm you experienced
- Include supporting documentation, photos, videos, or other evidence (reference or attach if possible)

Documenting incidents can be a difficult process. If you need assistance organizing your documents or writing out a report of your incidents, consider asking a friend or family member to help. If you do not have anyone to help you, inform the Office of Human Rights staff, and they can help you find assistance.

Please list any evidence that supports the narrative.

Description of evidence: Termination Letter

☐ Attached ☒ Available upon request

Description of evidence: Email Correspondence

☐ Attached ☒ Available upon request

Description of evidence: Recordings

☐ Attached ☒ Available upon request

Description of evidence: Documentation Advisory

☐ Attached ☒ Available upon request

Complaint Narrative

Prepared with the help of the Human Rights Intake Specialist

I began experiencing a pattern of mistreatment at [REDACTED] that felt both hostile and discriminatory. Throughout my employment, I was repeatedly subjected to unwelcome comments and behaviors that seemed to target my race. My supervisor, [REDACTED] along with several coworkers, intentionally mispronounced my name despite knowing the correct pronunciation. It seemed like they did this to mock me, which deeply hurt me, as it felt like a clear disregard for my identity. There were also several intrusive comments regarding my racial background. For example, people would speculate about my race and family, asking me questions about my children that felt inappropriate and invasive. These comments were uncomfortable, but I never felt like they were taken seriously or addressed by management.

Additionally, after a discussion about country music at work, where I shared that I did not enjoy it, my coworkers began making comments, that made me uncomfortable. A resident at the facility even repeatedly said "Black baby," in my presence which seemed to be encouraged by staff members. I also reported sexual conversations being had at work that reference sexual activities they engaged in with coworkers and partners at home. These comments and actions, combined with my supervisor's mistreatment, made me feel unwanted and excluded at work. [REDACTED] would ignore my professional inquiries, she would get upset and frustrated with me, further isolating me in the workplace. This behavior made it increasingly difficult for me to perform my duties effectively, creating a toxic environment that hindered my ability to do my job.

Despite reporting these incidents to Human Resources, I received no meaningful support. In October, I met with both the CEO and the HR representative to address the harassment, but nothing was done to resolve the [REDACTED]. In December 2024, after I had reported the hostile work environment and several violations of company policy, including staff working outside their scope of practice, I was abruptly terminated. The company failed to follow its own disciplinary procedures, and I was let go without any warning.

The impact on me has been significant. I feel mentally overwhelmed and anxious. The timing of my termination, right before the holidays, has caused emotional and financial distress. I was unable to provide for my children as I had planned, and the rumors surrounding my dismissal have only added to my stress. I've also lost out on two bonuses—one for Christmas and one for my 90-day review—due to the timing of my termination. The uncertainty about my future work prospects and my strained financial situation have left me feeling uncertain and burdened. Overall, the series of events at [REDACTED] has made it difficult for me to focus, and I'm left unsure when I'll be able to return to work.

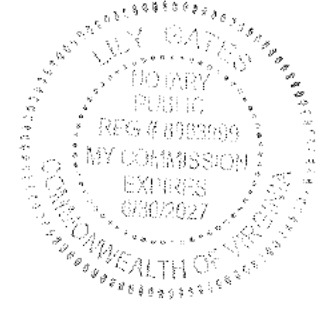
I have read the above complaint consisting of 8 pages. It is true and complete to the best of my knowledge and belief. I have made any and all necessary corrections and additions, initialing next to each. I understand that the information I have given is not to be considered confidential and that it may be shown to the interested parties. In accordance with 28 U.S.C. Section 1746, I declare under penalties of perjury that the above information and correct to the best of my knowledge, information, and belief.

Complainant Signature

1/30/2025

Date

For Notary Public Use

City/County of <u>Charlottesville</u> Commonwealth/state of <u>Virginia</u> The foregoing instrument was subscribed and sworn before me this <u>30</u> day of <u>Jan</u> (month), 20 <u>25</u> (year) by <u>[REDACTED]</u> (name of person seeking jurat) <u>[Signature]</u> Notary Public's signature Notary registration number: <u>8083999</u> My commission expires: <u>6/30/2027</u>	Notary Stamp 
--	--

I hereby certify that I obtained the above information in connection with a duly authorized complaint filing.

[Signature]
Intake Specialist Signature

1/30/2025
Date

Tab B

Correspondence

Exhibit No.: B-1

Complainant Notice of Investigation

Date: February 09, 2025



CITY OF CHARLOTTESVILLE

To be a place where everyone thrives

Office of Human Rights
P.O. Box 911
Charlottesville, Virginia 22902
Telephone: 434-970-3023
www.charlottesville.gov

February 3, 2025

[REDACTED]
Via USPS and email to [REDACTED]

Case 2025-2: Notice of Complaint & Offer of Alternative Dispute Resolution

On January 30, 2025, the City of Charlottesville Office of Human Rights received your complaint against [REDACTED]. Complainants have the right to pursue resolution of the complaint without interference, coercion, intimidation, or retaliation. If this right has been violated, a separate complaint of retaliation may be filed.

If at any point the complainant elects to withdraw the complaint through the Charlottesville Office of Human Rights and file with a state or federal agency, the complaint must be filed with the state agency within 180 days or with the federal agency within 300 days from the date of the alleged incident. Complainants seeking to preserve their right to sue within federal court, must file with the federal Equal Employment Opportunity Commission in order to receive a right to sue letter.

Based on a review of the available supporting evidence, including your written, notarized statement and documents related to the incident, the Charlottesville Office of Human Rights has opened Case 2025-2 for investigation and attempted resolution of the following issues:

1. Whether [REDACTED] discriminated against [REDACTED] on the basis of race in employment by subjecting her, from August 2024 to December 2024, to a hostile work environment characterized by the intentional

mispronunciation of her name, speculative and intrusive comments about her racial background and family, stereotypical remarks targeting her race, and differential treatment by her supervisor, who ignored her professional inquiries, yelled at her, and ostracized her within the workplace.

2. Whether [REDACTED] retaliated against [REDACTED] on the basis of race in employment when on December 10, 2024, [REDACTED] was terminated without prior warning or adherence to the company's disciplinary policy, after reporting workplace harassment and violations of company policies to Human Resources.

I have assigned Chyelle Chatman to conduct an investigation into the alleged discriminatory practices presented above. The Investigator will attempt to complete the investigation within 180 days from the date of the filing. If the investigation is not concluded within that timeframe, you will be informed in writing as to the status of the case and the reasons for the continuation of the investigation. Upon the completion of the investigation, I will make a determination as to whether there is reasonable cause to believe a violation of the Charlottesville Human Rights Ordinance has occurred. Once a determination is reached, you will receive a copy of the determination along with a summary of next steps.

At any point during the investigation process, either party may request the opportunity to resolve the issue through alternative dispute resolution, which may include informal dialogue, mediation, and/or conciliation, depending on the nature of the complaint. Informal dialogue and conciliation are facilitated by Office of Human Rights staff. For mediation services, the City of Charlottesville offers professional, third-party facilitation through Resolute Mediation & Arbitration, Inc. All alternative dispute resolution services are provided at no cost to the complainant or respondent.

Enclosed, please find a brief description of the alternative dispute resolution program, accompanied by a program agreement and a brochure outlining the services provided by Resolute Mediation and Arbitration, Inc. If you are interested in pursuing informal dialogue, mediation, and/or conciliation, please return the enclosed program agreement form within ten calendar days of receipt of this letter. You may return the form via USPS, email, or in person, per the instructions on the form.

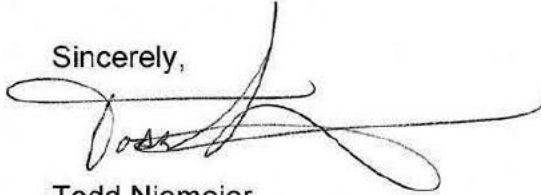
Please note that for alternative dispute resolution to proceed, both parties must indicate a willingness to participate. Alternative dispute resolution may be requested and/or revisited at any point during the investigation. If one or both parties choose not to participate, if no response to this offer is received within twenty calendar days, or if no agreement can be reached through attempted resolution, an investigation into the allegations will proceed.

If you require an accommodation for a disability or language interpretation and translation services to engage with the complaint process, upon your request, the Office of Human rights will work with you to find a reasonable accommodation for

your disability and can provide language interpretation and translation services at no cost to you.

If you have questions about this case, you can contact the Office of Human Rights by phone at 970-3023 or by email at humanrights@charlottesville.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'Todd Niemeier', with a long horizontal flourish extending to the right.

Todd Niemeier
Director
Human Rights Commission & Office of Human Rights

Exhibit No.: B-2

Respondent Notice of Investigation

Date: February 03, 2025



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Office of Human Rights
P.O. Box 911
Charlottesville, Virginia 22902
Telephone: 434-970-3023
www.charlottesville.gov

February 3, 2025



Via USPS and email to [REDACTED]

Case 2025-2: Notice of Complaint & Offer of Alternative Dispute Resolution

On January 30, 2025, the City of Charlottesville Office of Human Rights received a complaint from [REDACTED] against [REDACTED]. Complainants have the right to pursue resolution of the complaint without interference, coercion, intimidation, or retaliation. If this right has been violated, a separate complaint of retaliation may be filed.

If at any point the complainant elects to withdraw the complaint through the Charlottesville Office of Human Rights and file with a state or federal agency, the complaint must be filed with the state agency within 180 days or with the federal agency within 300 days from the date of the alleged incident. Complainants seeking to preserve their right to sue within federal court, must file with the federal Equal Employment Opportunity Commission in order to receive a right to sue letter.

Based on a review of the available supporting evidence, including [REDACTED] written, notarized statement and documents related to the incident, the Charlottesville Office of Human Rights has opened Case 2025-2 for investigation and attempted resolution of the following issues:

1. Whether [REDACTED] discriminated against [REDACTED] on the basis of race in employment by subjecting her, from August 2024 to December 2024, to a hostile work environment characterized by the intentional mispronunciation of her name, speculative and intrusive comments about her racial background and family, stereotypical remarks targeting her race, and differential treatment by her supervisor, who ignored her professional inquiries, yelled at her, and ostracized her within the workplace.
2. Whether [REDACTED] retaliated against [REDACTED] on the basis of race in employment when on December 10, 2024 [REDACTED] was terminated without prior warning or adherence to the company's disciplinary policy, after reporting workplace harassment and violations of company policies to Human Resources.

I have assigned Chyelle Chatman to conduct an investigation into the alleged discriminatory practices presented above. The Investigator will attempt to complete the investigation within 180 days from the date of the filing. If the investigation is not concluded within that timeframe, you will be informed in writing as to the status of the case and the reasons for the continuation of the investigation. Upon the completion of the investigation, I will make a determination as to whether there is reasonable cause to believe a violation of the Charlottesville Human Rights Ordinance has occurred. Once a determination is reached, you will receive a copy of the determination along with a summary of next steps.

At any point during the investigation process, either party may request the opportunity to resolve the issue through alternative dispute resolution, which may include informal dialogue, mediation, and/or conciliation, depending on the nature of the complaint. Informal dialogue and conciliation are facilitated by Office of Human Rights staff. For mediation services, the City of Charlottesville offers professional, third-party facilitation through Resolute Mediation & Arbitration, Inc. All alternative dispute resolution services are provided at no cost to the complainant or respondent.

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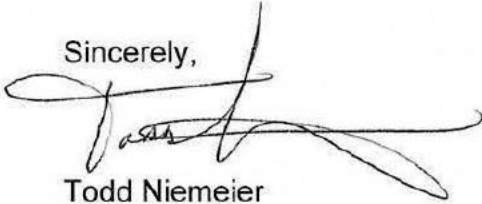
Please note that for alternative dispute resolution to proceed, both parties must indicate a willingness to participate. Alternative dispute resolution may be requested and/or revisited at any point during the investigation. If one or both parties choose not to participate, if no response to this offer is received within twenty calendar days, or if no agreement can be reached through attempted resolution, an investigation into the allegations will proceed.

If you require an accommodation for a disability or language interpretation and translation services to engage with the complaint process, upon your request,

the Office of Human rights will work with you to find a reasonable accommodation for your disability and can provide language interpretation and translation services at no cost to you.

If you have questions about this case, you can contact the Office of Human Rights by phone at 970-3023 or by email at humanrights@charlottesville.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'Todd Niemeier', with a large, sweeping flourish extending to the right.

Todd Niemeier
Director
Human Rights Commission & Office of Human Rights

Exhibit No.: B-3

Request for Response & Supporting Documentary
Evidence



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Office of Human Rights
P.O. Box 911
Charlottesville, Virginia 22902
Telephone: 434-970-3023
www.charlottesville.gov

CASE 2025-2 REQUEST FOR RESPONSE AND SUPPORTING DOCUMENTARY EVIDENCE

This request is made pursuant to the Charlottesville Human Rights Ordinance (City Code Chapter 2, Article XV), which prohibits discrimination in employment, housing, public accommodations, credit, and private education. The ordinance authorizes the Office of Human Rights to investigate and assess claims of discrimination and ensure compliance with equal opportunity laws. The following information is provided to assist in preparing a response. Please review this document carefully and respond accordingly. The response should set forth all facts related to the allegations in the complaint and any additional relevant information.

Allegations:

1. Whether [REDACTED] discriminated against [REDACTED] on the basis of race in employment by subjecting her, from August 2024 to December 2024, to a hostile work environment characterized by the intentional mispronunciation of her name, speculative and intrusive comments about her racial background and family, stereotypical remarks targeting her race, and differential treatment by her supervisor, who ignored her professional inquiries, yelled at her, and ostracized her within the workplace.
2. Whether [REDACTED] retaliated against [REDACTED] on the basis of race in employment when on December 10, 2024, [REDACTED] was terminated without prior warning or adherence to the company's disciplinary policy, after reporting workplace harassment and violations of company policies to Human Resources.

Response Requirements:

The Office of Human Rights may share the respondent's response and non-confidential attachments with the complainant and their representative to allow for a fair and thorough review.

This process helps assess the credibility of the information provided by both parties. Respondents are encouraged to submit a clear, concise, and well-supported response. A strong response should address the allegations directly, provide relevant details, and include supporting documentation.

- Provide a description of the organization, including legal name, address, primary business function, and contact information for the responsible party.
- Address each alleged discriminatory act, stating the respondent's position and providing supporting documents, such as emails, policies, witness statements, or any other relevant materials.
- Include applicable policies, procedures, or practices relevant to the complaint. As an example, for employment complaints, include employee handbooks, training materials, and workplace guidelines. For housing complaints, include lease agreements or other policies provided to the tenant.
- Identify individuals similarly affected by these practices and explain any differences in treatment. As an example, for employment complaints, specify the roles and employment histories of other individuals working there.
- Provide names, roles, and direct involvement of decision-makers in the matter. As an example, for employment complaints, include business owners, supervisors, and HR representatives. For housing complaints, include property owners and managers.
- Specify detailed timelines, including dates, actions taken, communications exchanged, and locations relevant to the complaint.
- Submit internal investigative records, grievance hearing reports, prior complaints related to similar issues, and any corrective actions taken by the organization.

Confidentiality Guidelines:

The response should avoid including sensitive personal information that is not relevant to the complaint. If such information is necessary, it should be provided in separate attachments clearly marked as confidential. The following should be redacted or provided in separate confidential attachments:

- Sensitive medical information
- Social Security numbers
- Non-relevant personally identifiable information of witnesses, comparators, or third parties (e.g., home addresses, personal phone numbers, and birth dates in non-age discrimination cases)

Failure to Respond:

Pursuant to Sec. 2-437.1 (b)(5) of the Charlottesville Human Rights Ordinance, if a respondent fails to respond to communication or requests for information from the Office of Human Rights for a period of thirty (30) calendar days, the Director may proceed with the investigation without the requested information. A determination on the case will be made based on the available evidence, which may result in an adverse inference against the non-responsive party.

Pursuant to Sec. 2-437.1 (5) of the Charlottesville Human Rights Ordinance, if a person refuses to provide requested information, documents, or testimony necessary for an investigation, the Director, after making a good faith effort to obtain compliance, may petition a court for a subpoena. If the court finds good cause, it may issue a subpoena compelling the person to produce the requested evidence or appear as a witness. Failure to comply may result in legal enforcement measures.

Alternative Dispute Resolution:

At any point during the investigation process, either party may request the opportunity to resolve the issue through alternative dispute resolution, which may include informal dialogue, mediation, and/or conciliation, depending on the nature of the complaint. Informal dialogue and conciliation are facilitated by Office of Human Rights staff. For mediation services, the City of Charlottesville offers professional, third-party facilitation through Resolute Mediation & Arbitration, Inc. All alternative dispute resolution services are provided at no cost to the complainant or respondent.

For questions or additional information, please contact the Office of Human Rights at chatmanc@charlottesville.gov or (434) 962-2586.

Exhibit No.: B-4
180-day notification—C



CITY OF CHARLOTTESVILLE

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Office of Human Rights
P.O. Box 911
Charlottesville, Virginia 22902
Telephone: 434-970-3023
www.charlottesville.gov

July 29, 2025



Via USPS and email to [REDACTED]

Case 2025-2: Notice of Ongoing Investigation

July 29, 2025, marked 180 days from the filing date for Case 2025-2. The Office of Human Rights attempts to complete the investigation of employment discrimination complaints within 180 days from the date of filing, unless it is impracticable to do so.

The Office of Human Rights is committed to conducting a thorough and comprehensive investigation. At this time, the investigation remains ongoing. The Investigator is collecting and reviewing evidence to be included in the investigative report. We appreciate your continued cooperation as the investigation proceeds. Our team is dedicated to reaching a resolution as swiftly as possible while maintaining the highest standards of diligence and accuracy.

We will keep you informed of any significant developments and will notify you of any changes to the status of your case. In the meantime, if you have any questions or need further assistance, please do not hesitate to contact us by email at humanrights@charlottesville.gov or by phone at 434-970-3023.

Sincerely,

Todd Niemeier
Director
Human Rights Commission
Office of Human Rights

Exhibit No.: B-5
180-day notification—R



CITY OF CHARLOTTESVILLE

To be a place where everyone thrives

Office of Human Rights
P.O. Box 911
Charlottesville, Virginia 22902
Telephone: 434-970-3023
www.charlottesville.gov

July 29, 2025

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Via USPS and email to [REDACTED]

Case 2025-2: Notice of Ongoing Investigation

July 29, 2025, marked 180 days from the filing date for Case 2025-2. The Office of Human Rights attempts to complete the investigation of employment discrimination complaints within 180 days from the date of filing, unless it is impracticable to do so.

The Office of Human Rights is committed to conducting a thorough and comprehensive investigation. At this time, the investigation remains ongoing. The Investigator is collecting and reviewing evidence to be included in the investigative report. We appreciate your continued cooperation as the investigation proceeds. Our team is dedicated to reaching a resolution as swiftly as possible while maintaining the highest standards of diligence and accuracy.

We will keep you informed of any significant developments and will notify you of any changes to the status of your case. In the meantime, if you have any questions or need further assistance, please do not hesitate to contact us by email at humanrights@charlottesville.gov or by phone at 434-970-3023.

Sincerely,

Todd Niemeier
Director
Human Rights Commission
Office of Human Rights

Tab C

Resolutions

Exhibit No.: C-1

ADR Agreement Form (declined)- R

Date: February 21, 2025



City of Charlottesville
Office of Human Rights
Alternative Dispute Resolution Program Agreement

For Office Use

Case #

2025-2

Regarding this matter, I am the (check one):

- ☐ Complainant (*party filing the complaint*)
☒ Respondent (*party against whom the complaint was filed*)

If you are willing to participate in Alternative Dispute Resolution (ADR) to address the issues related to this case, please select from the options below (mark all that apply):

- ☐ I am willing to participate in informal dialogue.
☐ I am willing to participate in mediation.
☐ I am willing to participate in conciliation (for housing complaints, only)

I, the undersigned, affirm that I have read or have had read to me the ADR program description and understand that either party to this complaint reserves the right to request an attempt to reach resolution through ADR at any point during the investigation. Furthermore, I understand that ADR can only take place if both parties to the complaint indicate that they are willing to participate by completing this program agreement and returning it to the Office of Human Rights. By signing this form, I also affirm that I have the authority to sign a mediation settlement or conciliation agreement, which may include binding monetary and/or non-monetary terms.

Party or Representative Signature

2/21/25
Date

Party or Representative Printed Name

Your preferred pronouns

Phone number at which to reach you: _____

Email address at which to reach you: _____

Please return the completed program agreement to the **Charlottesville Office of Human Rights**

By email: humanrights@charlottesville.gov

By mail: P.O. Box 911, Charlottesville, VA 22902

In person: Call 434-970-3023 to set up an appointment

If you have questions about the Office of Human Rights ADR Program, or need assistance completing this form, please contact the Office of Human Rights.

Tab D
Appeals
(No Exhibits)

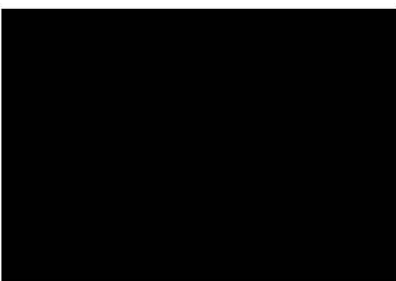
Tab E

Evidence

Exhibit No.: E-1

Termination Letter

Date: December 09, 2024



December 9, 2024

[REDACTED]
[REDACTED]
[REDACTED] [REDACTED] [REDACTED]

Dear [REDACTED]

This letter acknowledges the termination of your employment at the [REDACTED] [REDACTED] effective immediately. You have failed to adhere to the [REDACTED] Standards of Care and heed the verbal coaching from the Director of Nursing.

You must immediately return the following [REDACTED] property to Human Resources, including name badge, key fob, and any other assigned company property. Failure to comply with this request will result in deductions for lost property on your final paycheck. Your last paycheck will be automatically deposited into your account on the next payroll date.

Should you have further questions, please contact [REDACTED] Human Resources Director, at [REDACTED]

Sincerely,

[REDACTED]

[REDACTED]

Human Resources Director

Cc: [REDACTED] Finance Manager

Exhibit No.: E-2

Email Communication– Early Departure

Date: November 26, 2024

Fw:

From: [REDACTED] <[REDACTED]@[REDACTED].net>
Date: Mon 12/2/2024 11:47 AM
To: [REDACTED] <[REDACTED]@[REDACTED].net>

I'm just reading this from [REDACTED] sent on Tues 11/26
[REDACTED]

From: [REDACTED] <[REDACTED]@[REDACTED].net>
Sent: Tuesday, November 26, 2024 7:26 PM
To: [REDACTED] <[REDACTED]@[REDACTED].net>
Subject:

Hey I left before 7:30 . Bc They were all standing around gossiping about the schedule and agency from today ... [REDACTED] is doing the schedule now and I did not want any parts of the drama so I gave report and we counted off the narcs and I left

I Just wanted to let you know in case someone reports that I left before 7:30.

Thanks
Have a good night

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Exhibit No.: E-3

Email Communication—



Date: November 21, 2024

Re: [REDACTED]

From: [REDACTED] <[REDACTED]@[REDACTED].net>

Date: Thu 11/21/2024 7:19 PM

To: [REDACTED] <[REDACTED]@[REDACTED].net>

Thank you for the update on [REDACTED]. I wasn't aware that hospice is picking him up. Just an fyi...I'm not sure who all is on the clinical team group email but let's ensure his privacy by keeping private information with staff who need to know.

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From: [REDACTED] <[REDACTED]@[REDACTED].net>

Sent: Thursday, November 21, 2024 6:53:30 PM

To: Clinical Team <ClinicalTeam@[REDACTED].net>

Subject: Re: [REDACTED]

Hospice Nurse also states that resident is able to self-pleasure and that if we experience it, that we need to give resident privacy. Hospice Nurse states that unless resident is exhibiting behavior towards staff then it is not inappropriate and it is normal to have sexual sensations.

From: [REDACTED]

Sent: Thursday, November 21, 2024 6:48 PM

To: Clinical Team <ClinicalTeam@[REDACTED].net>

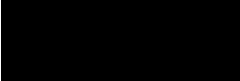
Subject: [REDACTED]

Hospice RN completed a visit with resident today. Hospice nurse states that Hospice will complete showers and/or bed baths every Wednesday at 7am. Hospice states they are able to change the time of the showers if it is not convenient to residents schedule. Hospice requested that we wait for them to come on Wednesday before performing the shower.

All vitals WNL. no complaints of pain or discomfort

No concerns at this time. WCTM

Exhibit No.: E-4

Email Communication— Clarification

Date: December 09, 2024

From: [REDACTED]
Sent: Monday, December 9, 2024 1:18 PM
To: [REDACTED] [REDACTED] [REDACTED] Clinical Team
Cc: [REDACTED]
Subject: Re: [REDACTED]

Thank you for the clarification, [REDACTED] So she is okay to have her grilled cheese lol [REDACTED] just came out and we are all on the same page now

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From: [REDACTED] <[REDACTED]@[REDACTED].net>
Sent: Monday, December 9, 2024 1:09:36 PM
To: [REDACTED] <[REDACTED]@[REDACTED].net>; Clinical Team <ClinicalTeam@[REDACTED].net>
Cc: [REDACTED] <[REDACTED]@[REDACTED].net>
Subject: RE: [REDACTED]

I've copied [REDACTED] our Speech Therapist on this email for clarification.

██████████ MS, CHES-R, MS, OTR/L
Director of Rehabilitation
██████████
Occupational Therapy, Physical Therapy, Speech and Language Therapy

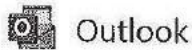
This e-mail and any attachments may contain information which is confidential, proprietary, privileged or otherwise protected by law. The information is solely intended for the named addressee (or a person responsible for delivering it to the addressee). If you are not the intended recipient of this message, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this e-mail in error, please notify the sender immediately by return e-mail and delete it from your computer.

From: [REDACTED] <[REDACTED]@[REDACTED].net>
Sent: Monday, December 9, 2024 1:06 PM
To: Clinical Team <ClinicalTeam@[REDACTED].net>
Subject: Fw: [REDACTED]

Exhibit No.: E-5

Email Communication— Patient Meal Or-
der

Date: December 09, 2024



Outlook

RE: [REDACTED]

From: [REDACTED] <[REDACTED]@[REDACTED].net>

Date: Mon 2024-12-09 1:07 PM

To: [REDACTED] <[REDACTED]@[REDACTED].net>; Clinical Team <ClinicalTeam@[REDACTED].net>

This is what is in PCC:
Regular diet

IDDSI 5 Minced & Moist texture, Thin consistency, May have soft regular desserts with no nuts and sandwiches such as crustless grilled cheese, chicken salad without celery chunks upon requests

please provide resident with lightweight utensil with built-up-handle (spoon and fork).

From: [REDACTED] <[REDACTED]@[REDACTED].net>

Sent: Monday, December 9, 2024 1:06 PM

To: Clinical Team <ClinicalTeam@[REDACTED].net>

Subject: Fw: [REDACTED]

Sent from my Boost Samsung Galaxy A14 5G
[Get Outlook for Android](#)

From: [REDACTED] <[REDACTED]@[REDACTED].net>

Sent: Monday, December 9, 2024 12:57:40 PM

To: [REDACTED] <[REDACTED]@[REDACTED].net>; [REDACTED] <[REDACTED]@[REDACTED].net>

Subject: [REDACTED]

Hello, [REDACTED] diet is for minced and moist

Can we have clarification on the order pertaining to a grilled cheese sandwich? I was told by her daughter that she could have grilled cheese if it's softened and cut up small and the kitchen states that she is minced and moist diet and can have crust less grilled cheese.

Can she have a grilled cheese if it's cut up small and moist or is she not allowed to have grilled cheese. The therapist here at [REDACTED] states that she cannot have sandwiches and said it is not on her diet or in PCC

I am not sure if she can or can not. Can someone clarify?

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Exhibit No.: E-6

Email Communication-Termination

Date: December 10, 2024

Email rec'd after Termination
Provide by staff

COPY

From: [REDACTED]
Sent: Tuesday, December 10, 2024 8:19 AM
To: [REDACTED]
Subject: FW:

FYI

From: [REDACTED] <[REDACTED]@net>
Sent: Tuesday, December 10, 2024 8:12 AM
To: [REDACTED] <[REDACTED]@net>
Subject: Re:



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From: [REDACTED] <[REDACTED]@net>
Sent: Tuesday, December 10, 2024 8:11:33 AM
To: [REDACTED] <[REDACTED]@net>
Subject: Re:

Same ! It's okay. It was done maliciously . They used something from November for the reason but it's probably for the best. I seen [REDACTED] and [REDACTED] kissing yesterday's by [REDACTED] entrance around 615 pm and I think she seen me see her . Idk ..I never fit in bc I can't go along with the laziness. However I am off to new beginnings
Take care and thanks again [REDACTED]

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From: [REDACTED] <[REDACTED]@net>
Sent: Tuesday, December 10, 2024 8:08:56 AM
To: [REDACTED] <[REDACTED]@net>
Subject: Re:

I'm sorry! Of course! I wish we were all kinder to each other. Take care!

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From: [REDACTED] <[REDACTED]@net>
Sent: Tuesday, December 10, 2024 8:05:06 AM
To: [REDACTED] <[REDACTED]@net>
Subject:

I guess I breeched Hippa by asking about [REDACTED] grilled cheese yesterday .
I was not suppose to send it to the clinical team. Apparently I sent to much information
But anyways

8/6/2021
Thank you for always being kind to me ! Have a great day !

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[REDACTED]

From: [REDACTED]
Sent: Tuesday, December 10, 2024 3:52 PM
To: [REDACTED]
Subject: FW:

[REDACTED]
Director of Building and Grounds
[REDACTED]

From: [REDACTED] <[REDACTED]@net>
Sent: Tuesday, December 10, 2024 8:34 AM
To: [REDACTED] <[REDACTED]@net>
Subject:

Hey [REDACTED] Well [REDACTED] fired me today , they said it was from November and the day I called out . It makes no sense bc people call out all the time and I've only called out 2 times in the past 5 months . I think it's bc I seen [REDACTED] and [REDACTED] kissing last night outside . I didn't think they seen me but I came in today and got fired . It was no real reason she just said she had to terminate me ... she said I sent out patient information to the clinical team but I was told to do that and everyone else sends out information to the clinical team so idk why they got me in trouble for that they also mentioned that I didn't give someone a pill one day in November but they have 5 steps to terminate for that if you do it multiple times (then they fire u) I have not done that multiple times . Just that one time ([REDACTED] and them had all them med errors but didn't fire her) but they been trying to get me out since I started lol

It's prob for the best. I just wanted to say Goodbye and thank you for always being kind me to ❤️ I knew from the beginning they did not want me there bc of [REDACTED] lol she is a snake But it all will come back to them

Anyways take care



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Exhibit No.: E-7

Respondent Position Statement

Date: [REDACTED] 20, 2025



March 20, 2025

Dear Ms. Chatman,

Please find the position statements below in response to the allegations from Case 2025-2.

Allegation 1: *Whether [REDACTED] discriminated against [REDACTED] on the basis of race in employment by subjecting her, from August 2024 to December 2024, to a hostile work environment characterized by the intentional mispronunciation of her name, speculative and intrusive comments about her racial background and family, stereotypical remarks targeting her race, and differential treatment by her supervisor, who ignored her professional inquiries, yelled at her, and ostracized her within the workplace.*

After thorough research into email communications and documentation from her previous nursing supervisors, Human Resources, or to the administrator (self), I cannot find any complaint filed by [REDACTED] that her name was ever mispronounced, intentionally or unintentionally. If that were happening by her peers, it was never overheard or brought to our attention, by herself or other staff members. There is also no documented complaints from [REDACTED] regarding speculative or intrusive comments about her racial background and family as well as stereotypical remarks targeting her race. The [REDACTED] has a Workplace Harassment Policy (see handbook provided, Page 35). We are committed to providing a work environment that provides employees equality, respect, and dignity. In keeping with this commitment, the [REDACTED] has adopted a policy of zero tolerance with regard to employee harassment. If we were ever aware of any harassment against [REDACTED] on the basis of her race, color, religion, sex, national origin, age, disability or genetic information this would have been addressed. Since my time as the administrator of [REDACTED] which officially began in September 2024, I have not received any complaints from other staff members about any discriminatory remarks or bullying regarding their race. We are an equal opportunity employer and discrimination is strictly prohibited. Per her allegation about “differential treatment by her supervisor, who ignored her professional inquiries, yelled at her, and ostracized her within the workplace” I can speak to each supervisor who she reported to during her tenure.

She was hired by Director of Nursing, [REDACTED] on July 23, 2024, and began her employment with us on August 12, 2024, after her background check and references were completed. [REDACTED] resignation was effective August 20, 2024. [REDACTED] worked under [REDACTED] for the above-mentioned timeframe which mostly included training and orientation.

The Interim-Director of Nursing, [REDACTED] began with us on October 15, 2024, until her temporary placement ended on December 7, 2024. [REDACTED] was serving as our Director of Nursing until our new hire could begin her employment with us. It was under the recommendation of [REDACTED] that we terminate [REDACTED] on December 10, 2024, due to her repeat performance concerns as a nursing leader on the floor, medication errors, attendance, and reported concerns about bullying from her peers she worked alongside. (One statement included from [REDACTED] attached – this was reported to Human Resources and the administrator).

[REDACTED] completed three performance improvement plans on [REDACTED] during her employment with the [REDACTED] where her main concerns were around medication errors, attendance, and HIPAA violations. (See supporting evidence included in packet). During [REDACTED] interim time with the [REDACTED] she tried to coach and mentor [REDACTED] to be a nurse leader on the floor. The decision made to terminate employment with [REDACTED] was based solely on the guidance of [REDACTED] as her nursing supervisor and resident medication and safety concerns. It was based on repeated performance errors and not based on any discriminatory basis. She did not meet the [REDACTED] standards of care and performance. During [REDACTED] time with the [REDACTED] there were no complaints filed against her as a nursing supervisor from other nurses, aides, or medication aides. There are no other complaints about her yelling or ostracizing other employees within the workplace. The [REDACTED] is dedicated to the safety and care of our residents, it is our duty to address all medication errors and concerns with staff. [REDACTED] had repeatedly documented medication errors around a controlled substance. The impact of medication errors can lead to adverse drug reactions, falls, treatment failures, hospitalizations, disabilities, or fatalities. As a facility, we are obligated to act on all medication error reports and concerns. In the case of 2025-2 we addressed this on numerous occasions which led to termination for performance.

Allegation 2: Whether [REDACTED] retaliated against [REDACTED] on the basis of race in employment when on December 10, 2024, [REDACTED] was terminated without prior warning or adherence to the company's disciplinary policy, after reported workplace harassment and violations of company policies to Human Resources.

As mentioned above, there were no reports from [REDACTED] that she was ever retaliated against or harassed on the basis of her race. [REDACTED] was terminated due to repeated concerns from her direct nursing supervisor, [REDACTED] about her medication errors, attendance, concerns from other staff members who believe she created unnecessary tension and drama. She had prior written warning in her performance improvement plans about our expectations around medication rights and administration. The [REDACTED] management did adhere to our company's disciplinary policy, as stated in the provided [REDACTED] Handbook on Page 18. "The Progressive Discipline Policy does not guarantee that all the steps will necessarily be followed! Depending upon circumstance and factors, such as the employee's past work record and seriousness of the offense, management reserves the right to enter into any level of disciplinary action, or termination, it deems appropriate."

[REDACTED] also signed acknowledgement that Virginia is an at-will state for employment. Meaning that the company or employee can terminate the relationship with or without cause at any time or notice. In the case of [REDACTED] we provided numerous performance plans addressing our concerns and provided opportunities for improvement. Performance was not improved, which led to termination of employment.

All medication aides or Licensed Practical Nurses with reported medication errors found are put on performance improvement plans and are reminded about the Seven Rights to administering medication to the residents we support. [REDACTED] was never targeted by her repeat Performance Improvement Plans as this is policy with all staff who are licensed to provide medications to residents who reside in either the Assisted Living or Long-Term Care Nursing wings of the [REDACTED]. We are in a highly regulated industry and all instances of medication errors and concerns must be documented and after numerous repeated errors, termination takes place.

Thank you for taking the time to understand our position around both allegations in Case 2025-2. Please let me know if you have any questions or concerns.

Sincerely,

[REDACTED]

[REDACTED] MS, LNHA

CEO/Executive Director



Employee Statement - Confidential

March 19, 2025

Hello all,

I am writing to you in regard to the bullying that happened to me last year. In 2024, we had an employee named [REDACTED] that went out of her way to go in my personal life and contact my spouse and say I had a relationship with someone at work (September 7-8, 2024). She blew up my spouse's phone back-to-back about different things regarding this. She went around and told everyone and started rumors, turning two other staff members against me which later quit. I feel as if my character was defamed due to the false accusation [REDACTED] made. This employee at the time also would go in and double change an order or rewrite it after I had already put it in per the NP/MD direction. This employee would purposely pick on me. The employee was scheduled to work downstairs in our Long-Term Care Center but would come upstairs to walk outside to take her breaks. When passing by in the hallway she would have her air pod in, and she would always mumble and have indirect comments while on the phone with someone. [REDACTED] would constantly talk about me to other staff members. This employee would always go out of her way to pick with me as well as others.

Thank you,

[REDACTED]
[REDACTED]

Position Statement Support – Confidential

It was requested of [REDACTED] to write a statement to summarize her experience working alongside [REDACTED] you will find this summary above. Her initial concerns were sent via text and are attached. These were sent to the Human Resources Director, [REDACTED]

on September 19-20, 2024. This is to support our position statement about how staff reported [REDACTED] for bullying/harassment.

The administrator (self) and HR Director, [REDACTED] sat down with [REDACTED] on Monday, September 23, 2024, to discuss her concerns about [REDACTED] employment impacting her personal life. [REDACTED] had sent multiple voice memos to [REDACTED] spouse. See her statement for accusations that were spread. Verbal support was provided to [REDACTED] and she requested it to be monitored moving forward for fear of further retaliation on her personal life.

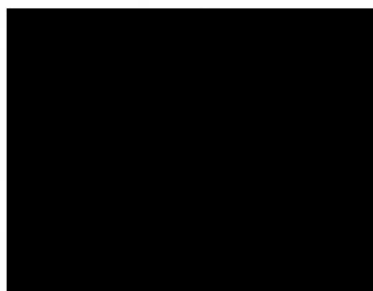
We please ask that this portion of the investigation not be shared with [REDACTED] at the request of our employee for fear of retribution.

Thank you,

[REDACTED] MS, LNHA

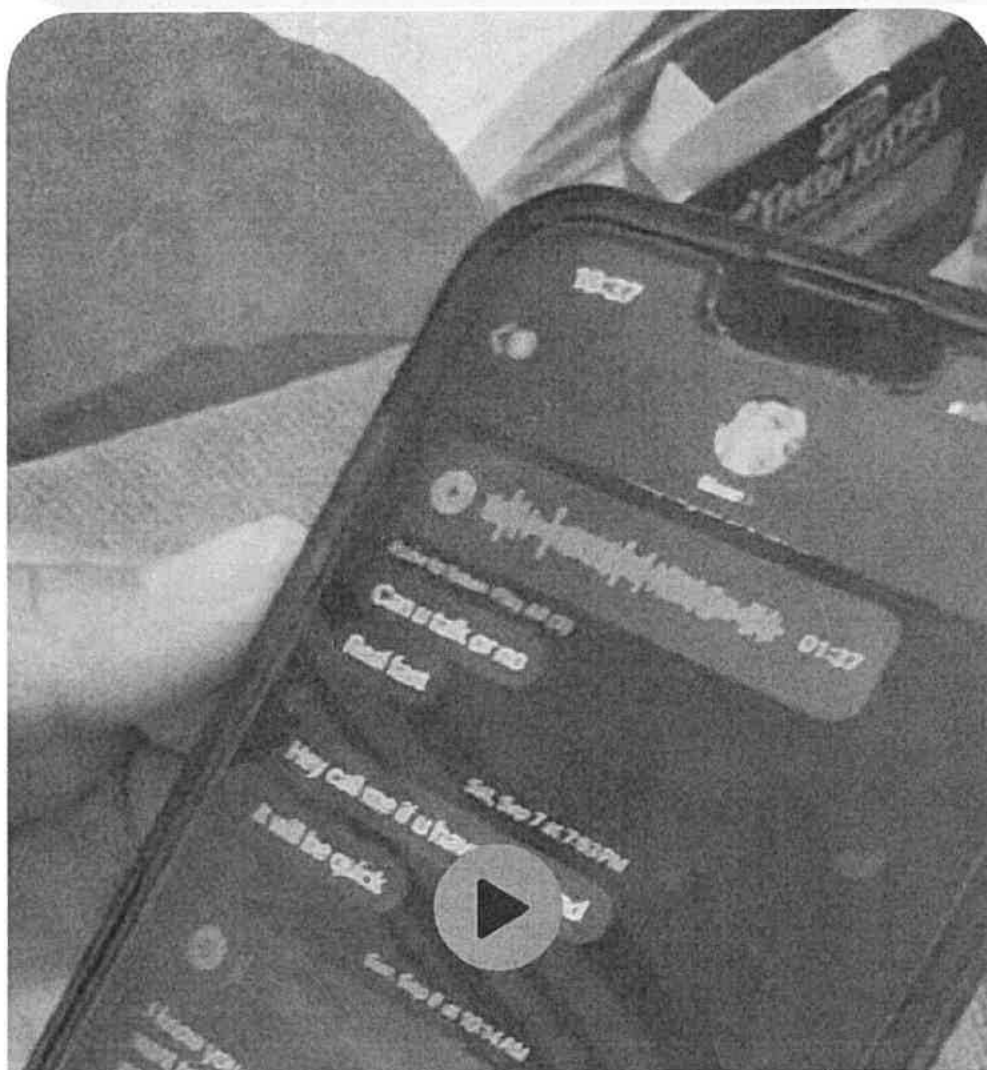
CEO/Executive Director

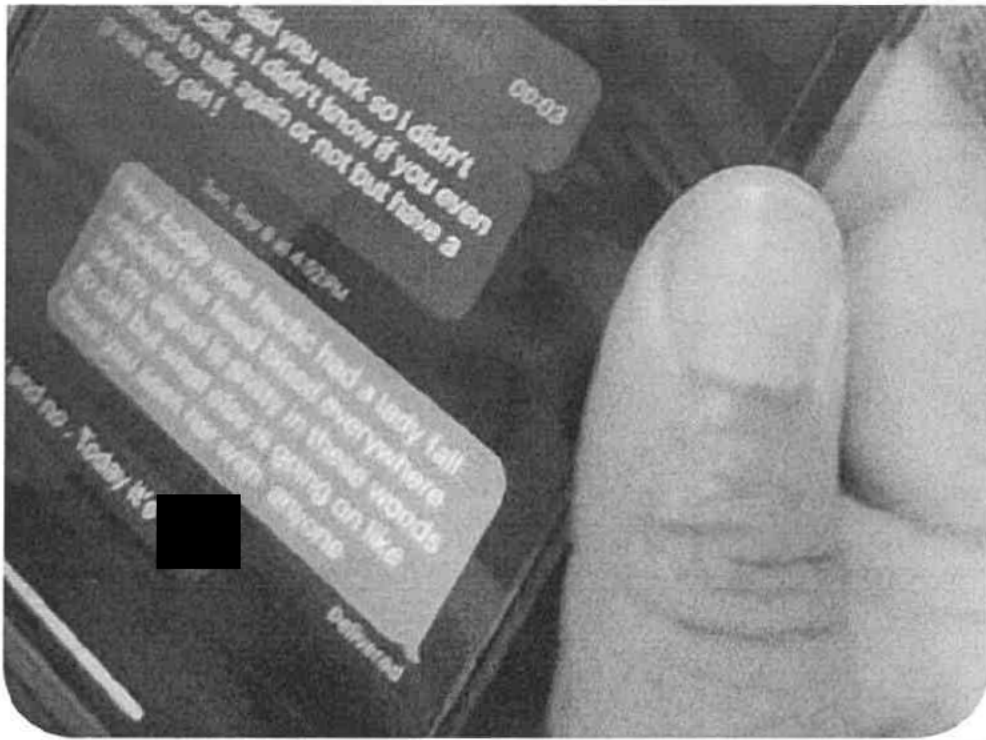
2:36



Thu, Sep 19 at 4:22 PM

Hey [REDACTED] The video is long I am going to send to 2 parts.





I will have to make a file I believe
if the second one.

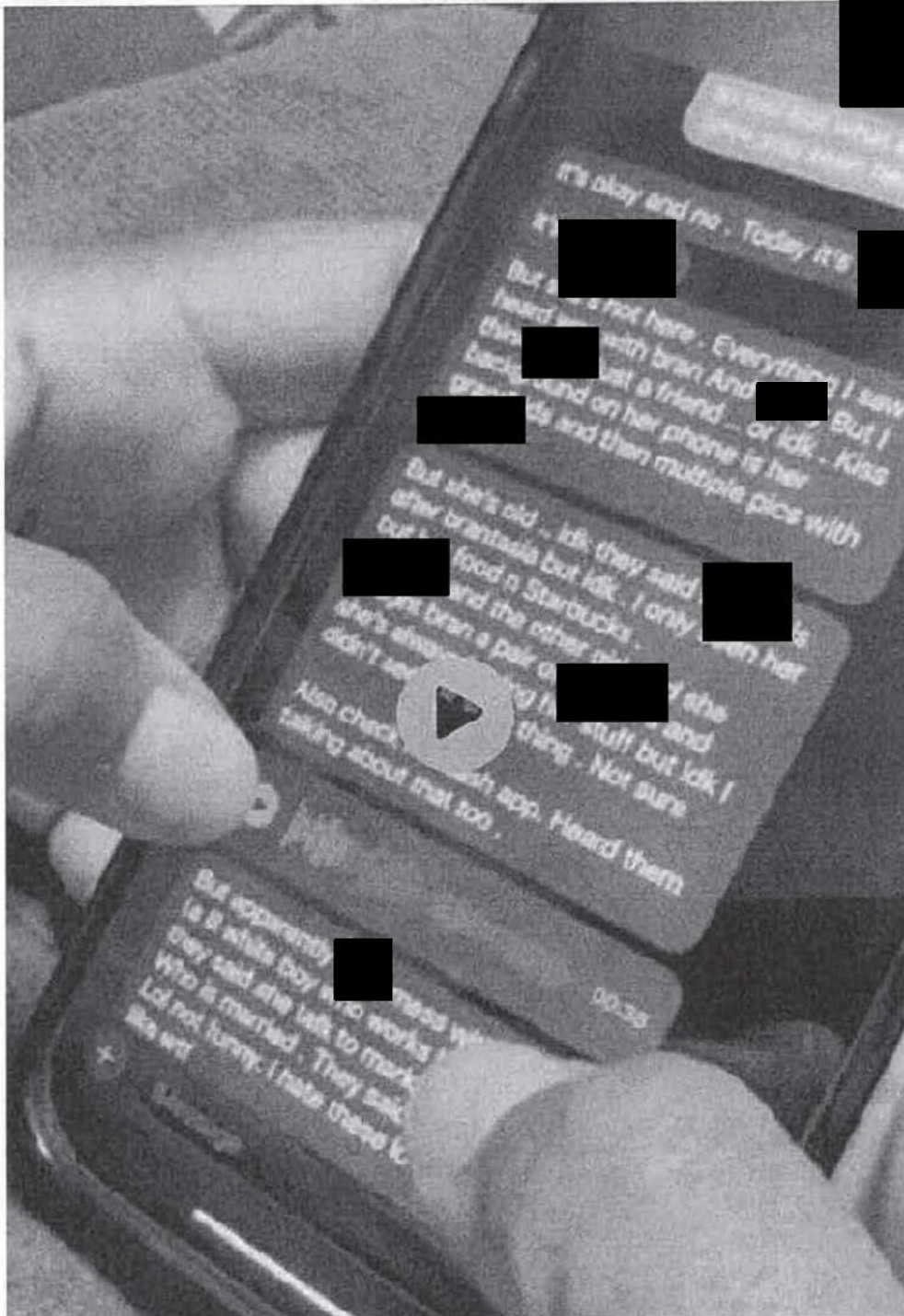


iMessage



Sent from my iPhone

2:37



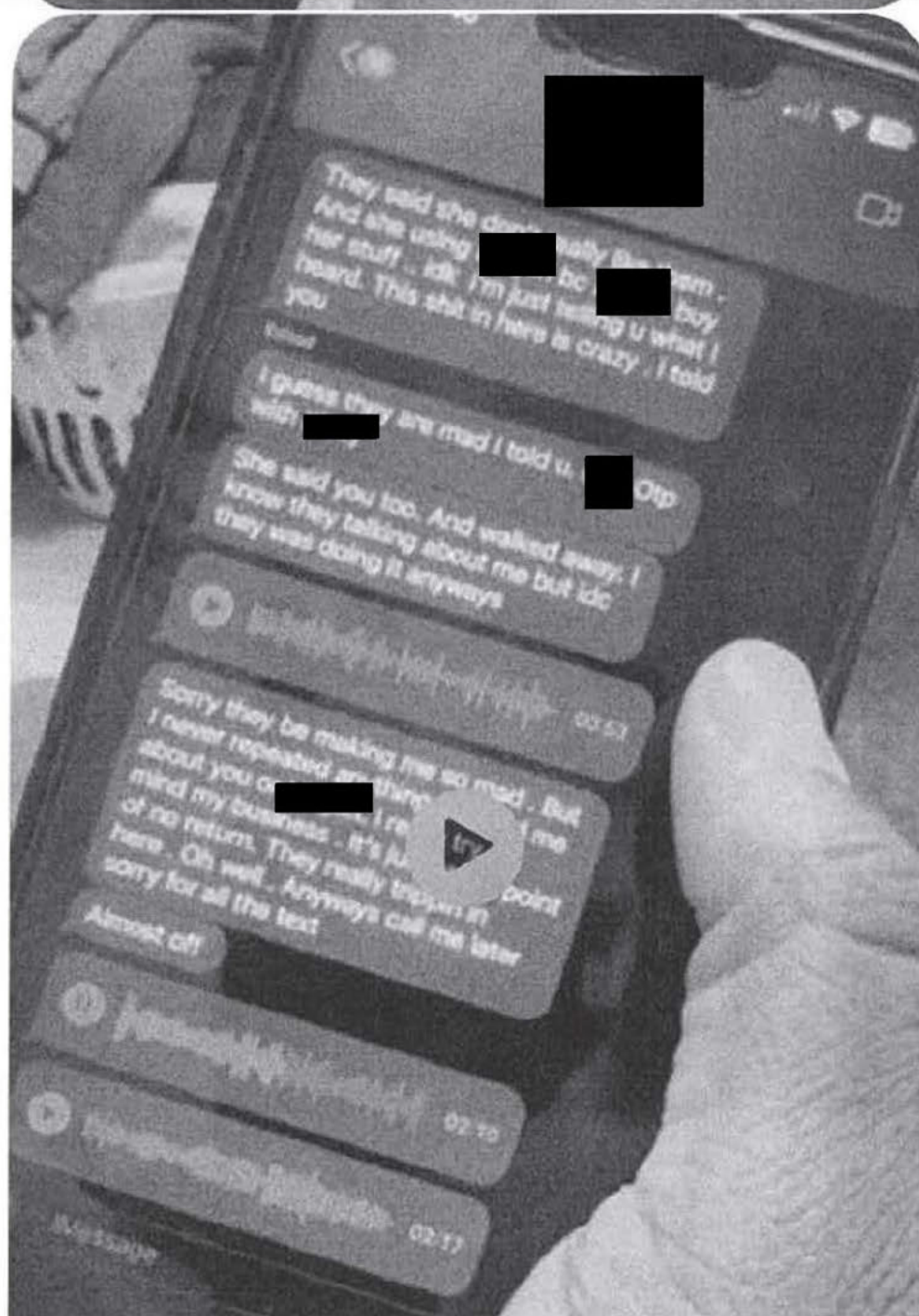


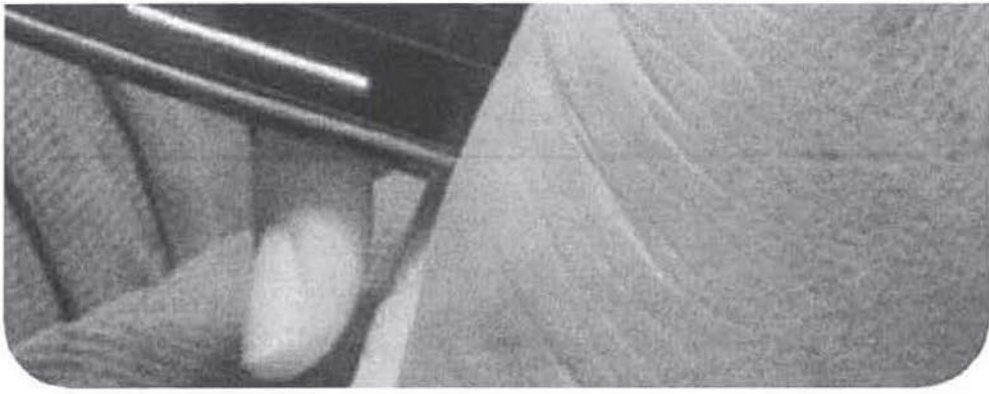
iMessage



Sent from my iPhone

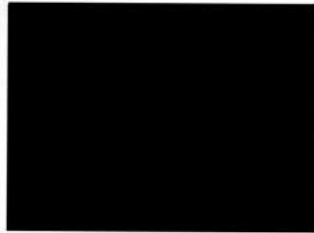
2:38





Sent from my iPhone

2:39



Some of it might repeat as I had to send like that bc it was like 13 minutes long from where she continued to send stuff. If you would like to hear it all once to it makes more sense let me know I can play it on Monday. But if not some things you might hear twice. If you have any questions feel free to call me.

Fri, Sep 20 at 8:58 AM

Hello, [REDACTED]
Thank you for sending the texts. I will review and discuss them with [REDACTED] next week, as I will be out of the office today.

be out of the office today.
Thanks.

Fri, Sep 20 at 11:35 AM

Okay thank you, I'm there
Monday if you need me for
anything. I appreciate you guys
so much.

Fri, Sep 20 at 10:47 AM

Sent from my iPhone

Exhibit No.: E-8

Email Communication-Compensation & Pay

Date: November 07, 2024

[REDACTED]

From: [REDACTED]
Sent: Thursday, November 7, 2024 11:25 AM
To: [REDACTED]
Subject: RE: Sign on bonus

Hi [REDACTED] Your first amount for \$1000 will be this coming pay period, then \$1500 in the pay period including 2-22-25 and then \$1500 in the pay period including 8-12-25.

Thanks,

[REDACTED]

From: [REDACTED] <[REDACTED]@[REDACTED].net>
Sent: Wednesday, November 6, 2024 9:17 PM
To: [REDACTED] <[REDACTED]@[REDACTED].net>; [REDACTED] <[REDACTED]@[REDACTED].net>
Subject: Sign on bonus

Hi , I was wondering when I get my first sign on bonus? And how often I get the rest

I have not talked /or asked anyone about it , so I figured I would ask you both to confirm .

Thank you

[REDACTED]

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COPY

[REDACTED]

From: [REDACTED]
Sent: Friday, November 15, 2024 1:48 PM
To: [REDACTED] Holt
Subject: RE: Check

Importance: High

Hello, [REDACTED]

I took a closer look at your submitted attachments, and you pulled the ADP Pay Stub for November 1st, not November 15th. Please find attached the correct information for your records.

Job Title
LPN - LPN

Position ID
3W1011776

Status
Active

2024 - 46 - 1

Gross Pay

Regular	Rate: 34.0000	Hours: 43.60
NIGHT MTWT (field 4)	Rate: 38.0000	Hours: 3.80
PTO (field 4)	Rate: 34.0000	Hours: 11.25
DAY SAT-SUN (field 4)	Rate: 38.0000	Hours: 11.30
NIGHT FSS (field 4)	Rate: 42.0000	Hours: 1.00

Total Hours Worked: 59.7

Basis of Pay: HOURLY

Taxes

Federal Income Tax

Social Security

Medicare

State Worked In: Virginia

Code: VA

Deductions

Take Home

CHECKING

Other Details

Memos

PTO

[REDACTED]
Human Resources Director
[REDACTED]
[REDACTED]
T: [REDACTED]
M: [REDACTED]
[REDACTED]

This e-mail and any attachments may contain information which is confidential, proprietary, privileged or otherwise protected by law. The information is solely intended for the named addressee (or a person responsible for delivering it to the addressee). If you are not the intended recipient of this message, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this e-mail in error, please notify the sender immediately by return e-mail and delete it from your computer.

From: [REDACTED] <[REDACTED]@net>
Sent: Friday, November 15, 2024 6:23 AM
To: [REDACTED] <[REDACTED]@net>; [REDACTED] <[REDACTED]@net>
Subject: Check

Hi , I did not get my net pay deposited into my account ... I also did not get my first portion of my bonus . You said it would be deposited in two different checks .

[REDACTED]
[Get Outlook for iOS](#)

2024 - 46 - 1

Gross Pay

Regular	Rate: 34.0000	Hours: 43.60
NIGHT MTWT (field 4)	Rate: 38.0000	Hours: 3.80
PTO (field 4)	Rate: 34.0000	Hours: 11.25
DAY SAT-SUN (field 4)	Rate: 38.0000	Hours: 11.30
NIGHT PSS (field 4)	Rate: 42.0000	Hours: 1.00

Total Hours Worked: 59.7

Basis of Pay: HOURLY

Taxes

Federal Income Tax	
Social Security	
Medicare	
State Worked In: Virginia	Code: VA

Deductions

Take Home

CHECKING

Other Details

Memos

PTO
4038 MAX EL

\$2,480.70

\$1,482.40

\$184.40

\$382.50

\$429.40

\$42.00

\$381.83

\$73.11

\$153.80

\$35.97

\$113.95

\$0.00

\$2,098.87

\$2,098.87

14.53

2,480.70

Charlottesville

Period Beginning Date
10/30/2024

Pay Date
11/15/2024

Co:
3W1

Dept:
11776

Check - Voucher
Voucher

Worked in Dept:
INRSER

Period Ending Date
11/12/2024

Voucher Advance Pay Date

File #:
011776

Number:
00460000

Worked in Dept:
INRSER

Exhibit No.: E-9

Complainant Timecard

Timecard Detail Report with Signature: [REDACTED] (3W1011776)

Company Code: 3W1

Date Range: 11/01/2024 - 12/31/2024 (and Employee Effective As Of : 12/31/2024)

General Information

File Number: 011776

Supervisor:

Hours Summary

Pay Code	Hours
Daytime Shift Sat-Sun	56.20
Holiday	11.50
Overnight Shift Mon-Thur	6.20
Overnight Shift Sat-Sun	5.00
Overtime	4.30
Pto FT	22.75
Regular	125.70
Total	231.65

Timecard Details

Date In	Time In - Out	Hours	Daily Totals	Pay Code	Out Type	Worked Department
Fri 11/01/2024	07:33 AM - 07:48 PM	11.70	11.70			INRSER
Sat 11/02/2024	08:00 AM - 07:15 PM	11.25	11.25	PTO FT		INRSER
Sun 11/03/2024	07:06 AM - 02:27 PM	7.40				INRSER
Sun 11/03/2024	03:05 PM - 07:14 PM	4.10	11.50			INRSER
Wed 11/06/2024	07:34 AM - 07:29 PM	11.40	11.40			INRSER
Thu 11/07/2024	07:44 AM - 07:30 PM	11.30	11.30			INRSER
Mon 11/11/2024	07:32 AM - 12:40 PM	5.20				INRSER
Mon 11/11/2024	01:13 PM - 09:49 PM	8.60	13.80			INRSER
Tue 11/12/2024	07:30 AM - 07:30 AM	0.00	0.00	CALLOUT		INRSER
Fri 11/15/2024	07:34 AM - 12:57 PM	5.40				INRSER
Fri 11/15/2024	01:36 PM - 07:47 PM	6.20	11.60			INRSER
Sat 11/16/2024	07:10 AM - 07:09 PM	11.50	11.50			INRSER
Sun 11/17/2024	07:08 AM - 01:59 PM	6.90				INRSER
Sun 11/17/2024	02:36 PM - 08:21 PM	5.80	12.70			INRSER
Wed 11/20/2024	07:39 AM - 01:18 PM	5.60				INRSER
Wed 11/20/2024	01:57 PM - 07:28 PM	5.50	11.10			INRSER
Thu 11/21/2024	07:40 AM - 02:12 PM	6.50				INRSER
Thu 11/21/2024	02:45 PM - 07:34 PM	4.80	11.30			INRSER
Mon 11/25/2024	07:34 AM - 12:44 PM	5.10				INRSER
Mon 11/25/2024	01:19 PM - 07:07 PM	5.80	10.90			INRSER
Tue 11/26/2024	07:33 AM - 07:05 PM	11.00	11.00			INRSER

ADP

Prepared On: 02/27/2025 04:11:03 PM

Powered by Automatic Data Processing, Inc.

Page 1 of 2

Timecard Detail Report with Signature: [REDACTED] (3W1011776)

Timecard Details

Date In	Time In - Out	Hours	Daily Totals	Pay Code	Out Type	Worked Department
Thu 11/28/2024	08:00 AM - 07:30 PM	11.50	11.50	HOLIDAY		INRSER
Fri 11/29/2024	07:30 AM - 01:31 PM	6.00				INRSER
Fri 11/29/2024	02:05 PM - 07:15 PM	5.20	11.20			INRSER
Sat 11/30/2024	07:08 AM - 07:18 PM	11.70	11.70			INRSER
Sun 12/01/2024	07:11 AM - 09:59 AM	2.80				INRSER
Sun 12/01/2024	10:18 AM - 02:51 PM	4.60				INRSER
Sun 12/01/2024	03:27 PM - 07:59 PM	4.50	11.90			INRSER
Wed 12/04/2024	07:41 AM - 11:23 AM	3.70				INRSER
Wed 12/04/2024	11:57 AM - 07:32 PM	7.50	11.20			INRSER
Thu 12/05/2024	08:00 AM - 07:30 PM	11.50	11.50	PTO FT *		INRSER
Mon 12/09/2024	07:37 AM - 01:43 PM	6.10				INRSER
Mon 12/09/2024	02:25 PM - 07:42 PM	5.30	11.40			INRSER
Tue 12/10/2024	07:37 AM - 07:50 AM	0.20	0.20			INRSER
Total		231.65				

* per [REDACTED]

OK to use PTO accrued for
call mt on 12-5-24.

[REDACTED]

Signatures

Signature	Date	Signature	Date
-----------	------	-----------	------

ADP

Prepared On: 02/27/2025 04:11:03 PM

Powered by Automatic Data Processing, Inc.

Page 2 of 2

Exhibit No.: E-10

Email Communication-[REDACTED] Hospice &
Privacy Guidance

Date: November 21, 2024

Re: [REDACTED]

From [REDACTED] <[REDACTED]@[REDACTED].net>

Date Thu 2024-11-21 6:53 PM

To Clinical Team <ClinicalTeam@[REDACTED].net>

[REDACTED] DON provided
verbal coaching on proper
email communication regarding
personal resident information

Hospice Nurse also states that resident is able to self-pleasure and that if we experience it, that we need to give resident privacy. Hospice Nurse states that unless resident is exhibiting behavior towards staff then it is not inappropriate and it is normal to have sexual sensations.

From: [REDACTED]

Sent: Thursday, November 21, 2024 6:48 PM

To: Clinical Team <ClinicalTeam@[REDACTED].net>

Subject: [REDACTED]

Hospice RN completed a visit with resident today. Hospice nurse states that Hospice will complete showers and/or bed baths every Wednesday at 7am. Hospice states they are able to change the time of the showers if it is not convenient to residents schedule. Hospice requested that we wait for them to come on Wednesday before performing the shower.

All vitals WNL. no complaints of pain or discomfort

No concerns at this time. WCTM

Exhibit No.: E-11

Hiring Packet

COPY

July 23, 2024

Dear [REDACTED]

On behalf of [REDACTED] I am offering you the Full-time Day Shift LPN position. This position will become effective on July 23, 2024. The compensation for this position will be **\$34 per hour** with shift differentials and a **\$4,000 sign-on bonus**. It is expected that you will work the hours scheduled by your supervisor. You will report to [REDACTED] Director of Nursing.

The bonus will be paid as follows and is based on performance and employment status:

- 90 Days of Full-Time Status - \$1,000
- 6 months of Full-Time Status - \$1,500
- 1 year of Full-Time Status - \$1,500

The above offer is contingent on clear background checks and professional reference checks. Please note that [REDACTED] is an at-will employer. That means that either you or [REDACTED] are free to end employment at any time with or without notice or cause.

We are excited to have you join our team. If you have any questions, please do not hesitate to contact me at [REDACTED] or [REDACTED]@[REDACTED].net.

Sincerely,

[REDACTED]
[REDACTED]

Human Resources Director

[REDACTED]

Signature

7-23-24

Date

[REDACTED] Charlottesville, VA [REDACTED]

COPY

EMPLOYEE CONFIDENTIALITY STATEMENT

I, the undersigned, recognize the importance of maintaining the personal privacy of each Resident, including the Resident's record, and that the responsibility for ensuring that this privacy is safeguarded rests with each employee of the [REDACTED]

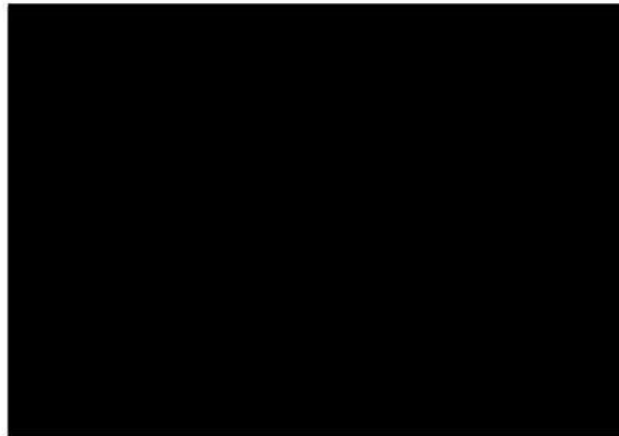
I understand and agree that in performing my duties, I must hold medical and personal information in the strictest confidence and by HIPAA.

I understand that the release of any information in written, verbal, or any other communicated form outside of the authorized release of data, according to facility guidelines, is in breach of this agreement to protect the Resident's right to privacy.

Further, I understand that violation of this confidentiality - intentional or unintentional - may result in punitive action, including possible fines or imprisonment. This will result in my immediate dismissal from the [REDACTED]

Employee [REDACTED]

Date: 08/12/24



COPY

HANDBOOK RECEIPT

I have received my copy of the [REDACTED] Employee Handbook. I understand it is available to me online and available to print. I understand that this handbook is intended as a guide for personnel policies, benefits, and general information and that these guidelines are not intended to be, nor should be, construed as an employment contract.

I understand that the policies and guidelines contained within the Handbook supersede those previously written or communicated and that [REDACTED] reserves the right to make changes in these guidelines or their application as it deems appropriate, with or without notice. I will keep abreast of the online version of this handbook and check monthly for updates. I understand that all updates to this handbook will be completed electronically. I also understand that employment is terminable at the will of either the employee or of [REDACTED] at any time and that no representative of [REDACTED] other than the Executive Director has the authority to make any contrary agreement.

Print name:

[REDACTED]

Sig

[REDACTED]

Dated:

08-12-24

Department:

Nursing - LPN

Acknowledgement of Receipt

COPY

I acknowledge that I have received a copy of the [REDACTED] Employee Handbook ("Handbook"). I understand that I am responsible for reading and abiding by all policies and procedures in this Handbook, as well as all other policies and procedures of the [REDACTED]

I also understand that the purpose of this Handbook is to inform me of the [REDACTED] policies and procedures and that it is not a contract of employment. Nothing in this Handbook provides any entitlement to me or to any [REDACTED] employee, nor is it intended to create contractual obligations of any kind.

I understand that the Company has the right to change any provision of this Handbook at any time and that I will be bound by any such changes. I expressly agree to the provisions in the Dispute Resolution section of the Handbook, in which I have agreed to use alternative dispute resolution, in lieu of litigation, as the sole means of resolving any dispute that may arise between the [REDACTED] and me, subject to the [REDACTED] right to seek injunctive relief. I agree to first seek to mediate any dispute with the [REDACTED] with a mediator from the American Arbitration Association or similar organization trained and experienced in employment disputes. If mediation is not successful, I agree to submit the dispute to arbitration. I understand that by agreeing to arbitration I waive any right I may have to [REDACTED] or seek a jury trial. The decision of the arbitrator will be final and binding.

08-12-24

Date

Full Name (please print)

Please sign and date one copy of this acknowledgment and return it to Human Resources. Retain a second copy for your reference.

Time off & leave

Paid Time Off (PTO)

COPY

PAID TIME OFF (PTO) BENEFITS

- All full-time and part-time employees will accrue PTO from the date of hire. An employee can utilize annual leave once they have completed 90 days of continuous employment. Accrual rating based on the number of Regular hours worked per pay period. Overtime hours are excluded from the accrual PTO will not be considered hours worked for the purpose of calculating overtime.
- Paid Time Off (PTO) Days Accrued:

Full Time Employees

Paid Time Off (PTO) Days Accrued:

*All full-time employees will accrue PTO from the date of hire. An employee can utilize annual leave once he/she has completed 90 days of continuous employment.
(Accrual rate based on the number of Regular hours worked per pay period.
OY hours are excluded from the accrual.)*

Length of Service	PTO Accrued Maximum
0 - 4 years	20 days (160 hours)
5 - 10 years	23 days (184 hours)
10 - 15 years	26 days (208 hours)
15+ years	30 days (240 hours)

Part Time Employees

Paid Time Off (PTO) Days Accrued:

*All full-time employees will accrue PTO from the date of hire. An employee can utilize annual leave once he/she has completed 90 days of continuous employment.
(Must work 20 hours weekly to qualify for accrual)*

Length of Service	PTO Accrued Maximum
0 - 4 years	10 days (80 hours)
5 - 15 years	12 days (92 hours)
15+ years	15 days (120 hours)

Paid Time Off (PTO) Maximum Carry Over:

Any PTO hours above the Carry Over Maximum will be forfeited. Employees are encouraged to use, donate or sell back their PTO.

Length of Service	PTO Carry Over Maximum
0 - 4 years	40 days (320 hours)
5 - 10 years	46 days (368 hours)
10 - 15 years	52 days (416 hours)
15+ years	60 days (480 hours)

Paid Time Off (PTO) Maximum Carry Over:

Any PTO hours above the Carry Over Maximum will be forfeited. Employees are encouraged to use, donate or sell back their PTO.

Length of Service	PTO Carry Over Maximum
0 - 4 years	20 days (160 hours)
5 - 15 years	24 days (192 hours)
15+ years	30 days (240 hours)

Effective October 1, 2023, employees may Sell Back PTO hours in accordance to policy below:

Paid Time Off (PTO) Sell Back Benefit

Employees may cash out up to a maximum of 80 PTO hours, providing that at least 40 PTO hours remain to cover unanticipated absences. The Executive Director must approve the Sell Back request, and employees must secure approval 1 week before the payroll run. The payout will coincide with the current pay date.

- PTO as Vacation

PTO time that is used for vacation may be taken at any time after successful completion of 90 days of continuous employment and with approval by the supervisor. The request for PTO must be submitted in writing in advance. Request forms are available in each department. When the PTO leave request of one eligible employee conflicts with the request of another eligible employee, leave is granted to the employee

with the earlier submission date. If the submission dates are identical, priority will be given to the request of the senior employee.

- PTO as Sick Leave

PTO is also used for days when illness prevents you from coming to work. It enables you to take the time, get well and return to work without missing pay. The hours missed are subtracted from your PTO accrual.

- "Old" Sick Leave

An employee who has accumulated "sick leave" prior to January 1, 2016 are able to use this benefit after he/she has exhausted his/her PTO. This benefit is available for purposes such as FMLA. This benefit will not be paid out upon resignation/termination.

- PTO upon Separation

In the event of resignation, and when proper notice has been given, any accrued, unused PTO will be paid as described under SEPARATION OF EMPLOYMENT. Any employee who is terminated will forfeit payment of unused PTO.

- Holidays and PTO

An Employee may take PTO in conjunction with a recognized holiday, provided there is adequate staffing in his/her department and with prior Department Head approval.

Final Payment & Paid Time Off (PTO) Benefits Upon Separation

You will be provided with your final paycheck for wages earned no later than the next regularly scheduled payday on which those wages are due.

Paid Time Off (PTO) Pay out schedule

Employees must provide a four-week written notice of separation, be in good standing, and meet the length of service terms below. <i>PTO benefits will be calculated as the date of termination.</i>	
Length of Service	PTO Payout
Less than 2 years	0%
2 - 4 years	50%
5 - 9 years	75%
10+ years	100%

Employee Signature

Director's Signature

08-12-24
Date

08-12-24
Date

Cell Phone, Smart Watch, and Air Pods Use Policy for [REDACTED]

COPY

Purpose: This policy outlines guidelines for the appropriate use of cell phones, smart watches, and Air Pods, by employees at [REDACTED]. The goal is to ensure a productive work environment while respecting residents' privacy and safety.

Scope:

This policy applies to all employees, contractors, and volunteers.

It covers both personal and work-provided cell phones and smartwatches.

General Guidelines:

Cell phones and smartwatches are allowed during breaks or designated times only.

Phones must be silenced during work hours to minimize disruptions.

Employees should prioritize resident care over personal phone use.

Progressive Disciplinary Action:

Violations of this policy will result in progressive disciplinary action, which may include:

Verbal Warning: First offense. The employee will receive a verbal warning from their supervisor.

Written Warning: Second offense. The employee will receive a written warning detailing the violation.

Suspension: Third offense. The employee may face a temporary suspension.

Termination: Repeated violations or severe breaches may lead to termination of employment.

Reporting Violations:

Employees should report policy violations to their immediate supervisor.

Supervisors will document incidents and follow the progressive discipline process.

Smart Watches and Air Pods

Smart watches and Air Pods fall under the same guidelines as cell phones.

Employees should use smart watches discreetly and avoid disrupting resident care.

Emergency Situations:

In emergencies, employees may use cell phones or smart watches to call for help.

Notify your supervisor immediately if you need to use your device during an emergency.

Confidentiality and Privacy:

Employees must respect residents' privacy and confidentiality.

Do not take photos, videos, or record audio without proper authorization.

Enforcement:

Human Resources will oversee policy enforcement.

Employees are responsible for understanding and adhering to this policy.

By following this policy, we create a respectful and efficient work environment that prioritizes resident well-being. Violations will be addressed consistently and fairly. If you have any questions, consult your supervisor or the HR department.


Employee Signature08-12-24
Date
Director's Signature8-12-24
Date

Exhibit No.: E-12

Documentation of Advisory

Date: November 15, 2024

COPY

– Documentation of Advisory

Employee Name: [REDACTED] LPN

Date: 11/15//24

Department: Nursing

Shift: 7:30a-7:30p

Circle One: VERBAL COACHING COUNSELING_ FINAL WARNING SUSPENSION TERMINATION

The use of the Advisory Form is necessary to properly and accurately document the results of supervisor – employee discussions addressing problems usually concerned with (1) substandard performance (as measured against predetermined goals/objectives) or (2) personal or business conduct in violation of the ethics discussed in the Employee Handbook. The form should be used with discretion and should address specific problems with specific solutions.

Advisory session: This counseling session is necessary to address the following problem or incident

Medication Error for [REDACTED] On 11/3/24 the 0900 and 1400 doses of Gabapentin were signed in the eMAR as given, but the Controlled Record does not reflect the medication was signed out. It is therefore presumed the medication was not given.

Describe the action you propose to take to properly address/correct the problem.

Review of the 7 Medication Rights: Preventing Errors

1. Right Patient 2. Right Medication 3. Right Dose 4. **Right time** 5. Right Route 6. Right reason

7. Right Documentation on both eMAR and Controlled Drug Record

Ensure meds are being passed from the eMAR. Review the med card to verify the dose and frequency.

Employee Signature

Date

12/6/2024

Supervisor's Signature

Date

12/6/24

Department Head Signature

Date

HR Signature

Date

INSTRUCTIONS:
Apply Rx label or complete order information in area provided. Signature required by nurse receiving and verifying quantity received. Full signature required for each administration of controlled drug. Record amount received.

Individual Patient's Narcotic Record

☐ Doses disposed Method _____ Quantity _____ Date _____

Signature/Title _____

- ☐ Doses transferred to other Disposal Record
☐ Doses discharged with patient (See Record on Chart).
☐ Doses discharged with patient Quantity _____ Date _____

Party Receiving*

Nurse

Received:

Resolved:

nt Received:

*DISCHARGE NOTE FOR PERSON RECEIVING MEDICATIONS:

My signature on this form indicates that I do not want these medications in child proof containers and I understand that if I do want the child proof containers I may return these drugs to the issuing pharmacy for repackaging. Also, directions for use of all medication I received have been discussed with me.

Administered By (Full Signature)	Date	Time (AM, PM)	Amount Given	Amount Remaining
[REDACTED]	11/1	2:10	1	89
[REDACTED]	11/2	1400	1	88
[REDACTED]	11/4	0800	1	87
[REDACTED]	11/4	1400	1	86

Administered By (Full Signature)	Date	Time (AM, PM)	Amount Given	Amount Remaining
[REDACTED]	11/2	08am		
[REDACTED]	11/2	2100		
[REDACTED]	11/3	08am		
[REDACTED]	11/3	1400	11	11

Written By

The 7 Medication Rights: Preventing Errors As A USRN

The 7 Medication Rights were established to promote medication safety and eliminate the risk of serious adverse medication errors that have the potential to lead to patient harm or death. Medication errors occur with an estimated 5-25% of all medication administrations. In the event of a serious medication error, any individual or organization that is found to be negligent, could face fines, termination, and even criminal charges. By following the 7 Medication Rights, you can significantly reduce the risk of performing a medication error. These include:

1. Right Patient
2. Right Medication
3. Right Dose
4. Right Time
5. Right Route
6. Right Reason
7. Right Documentation

The 7 Medication Rights And Considerations

These 7 rights should be strictly followed with each and every medication administration, as a medication error can take place if any of them are ignored. To prevent a medication using the 7 Medication Rights, use the following considerations:

2. Right Medication: Confirm the medication you are administering matches the practitioners order(s) and is found in the medication administration record (MAR).

3. Right Dose: While some health care facilities will deliver medications that are pre-drawn in a syringe or bubble pack, always confirm that the doses match the orders. If the dose or volume seems unusual (e.g. 15ml of Tylenol for a two month old patient), question the dose with the practitioner. You should also look up the safe dosing minimum/maximum limits for a medication specific to the population that you are administering it to.

4. Right Time: It is important to not only ensure that medications are administered within 30 minutes of the prescribed times, but to also review when the last dose of that medication was administered to ensure that too much medication isn't being administered in too short of a time span. For example, if the previous dose of Tylenol was given 2 hours late at patient's request, all doses will then need to be rescheduled to 2 hours later.

5. Right Route: Most medications can be given via multiple routes, however, the dosing is often different for a medication being give orally versus Intravenous, therefor, it is important to always administer the medication using the proper route to prevent over/under dosing.

6. Right Reason: A medication must only be administered for the reason that it was prescribed. For example, if Tylenol was ordered as needed for fevers, and it is given for pain instead, this is considered a medication error, even if the prescribed medication and dose are given. Knowing why you are giving a medication is critical to preventing medication errors.

7. Right Documentation: Proper documentation is imperative. Every orders details should be reviewed and the administration of a medication should be documented properly. If it isn't documented, it is said not to have happened. Failing to document a medication administration, could lead to a dose being given again and a medication

Exhibit No.: E-13

Documentation of Advisory

Date: December 05, 2024

COPY

– Documentation of Advisory

Employee Name: _____ LPN

Date: 12/5/24

Department: Nursing

Shift: 7:30a-7:30p

Circle One: VERBAL COACHING COUNSELING FINAL WARNING SUSPENSION TERMINATION

The use of the Advisory Form is necessary to properly and accurately document the results of supervisor – employee discussions addressing problems usually concerned with (1) substandard performance (as measured against predetermined goals/objectives) or (2) personal or business conduct in violation of the ethics discussed in the Employee Handbook. The form should be used with discretion and should address specific problems with specific solutions.

Advisory session: This counseling session is necessary to address the following problem or incident

Pattern of Absenteeism: On 12/4/24, _____ requested to be allowed to leave the facility on 12/5/24 for an urgent conference with her child's school at 11:45am, then requested to work 4 hours of the shift and leave for the day. She was given permission to take an extended break and return to the facility. HR was contacted and coverage was arranged for her take PTO after 11 am. _____ called off to a facility staff for her entire shift on 12/5/24. On 11/11/24 When asked to work until 8:30pm to cover in AL, after much verbalization she stayed to pass the evening medication and called off the following day.

Describe the action you propose to take to properly address/correct the problem.

Employee Signature

Date

Supervisor's Signature

Date

Department Head Signature

Date

HR Signature

Date

 Outlook

Fw:

From: [REDACTED] <[REDACTED]@[REDACTED].net>

Date: Mon 12/2/2024 11:47 AM

To: [REDACTED] <[REDACTED]@[REDACTED].net>

I'm just reading this from [REDACTED] sent on Tues 11/26
[REDACTED]

From: [REDACTED] <[REDACTED]@[REDACTED].net>

Sent: Tuesday, November 26, 2024 7:26 PM

To: [REDACTED] <[REDACTED]@[REDACTED].net>

Subject:

Hey I left before 7:30 . Bc They were all standing around gossiping about the schedule and agency from today ... [REDACTED] is doing the schedule now and I did not want any parts of the drama so I gave report and we counted off the narcs and I left

I Just wanted to let you know in case someone reports that I left before 7:30.

Thanks

Have a good night

Get [Outlook for iOS](#)

Re: [REDACTED]

From: [REDACTED] <[REDACTED]@[REDACTED].net>

Date: Thu 11/21/2024 7:19 PM

To: [REDACTED] <[REDACTED]@[REDACTED].net>

Thank you for the update on [REDACTED]. I wasn't aware that hospice is picking him up. Just an fyi...I'm not sure who all is on the clinical team group email but let's ensure his privacy by keeping private information with staff who need to know.

[Get Outlook for iOS](#)

From: [REDACTED] <[REDACTED]@[REDACTED].net>

Sent: Thursday, November 21, 2024 6:53:30 PM

To: Clinical Team <ClinicalTeam@[REDACTED].net>

Subject: Re: [REDACTED]

Hospice Nurse also states that resident is able to self-pleasure and that if we experience it, that we need to give resident privacy. Hospice Nurse states that unless resident is exhibiting behavior towards staff then it is not inappropriate and it is normal to have sexual sensations.

From: [REDACTED]

Sent: Thursday, November 21, 2024 6:48 PM

To: Clinical Team <ClinicalTeam@[REDACTED].net>

Subject: [REDACTED]

Hospice RN completed a visit with resident today. Hospice nurse states that Hospice will complete showers and/or bed baths every Wednesday at 7am. Hospice states they are able to change the time of the showers if it is not convenient to residents schedule. Hospice requested that we wait for them to come on Wednesday before performing the shower.

All vitals WNL. no complaints of pain or discomfort

No concerns at this time. WCTM

Exhibit No.: E-14

Documentation of Advisory

Date: September 28, 2024



Documentation of Advisory

Employee Name: [Redacted]

Date: 09/28/2024

Department: Nursing

Shift: Day

Circle One: VERBAL COACHING SESSION COUNSELING SUSPENSION TERMINATION

The use of the Advisory Form is necessary to properly and accurately document the results of supervisor – employee discussions addressing problems usually concerned with (1) substandard performance (as measured against predetermined goals/objectives) or (2) personal or business conduct in violation of the ethics discussed in the Employee Handbook. The form should be used with discretion and should address specific problems with specific solutions.

Advisory session: *This counseling session is necessary to address the following problem or incident (Describe in detail):*
Medication errors as documented below and attached to this form

On 9/6 and 9/7 [Redacted] documented that [Redacted] received Tylenol at 1200 in PCC on the MAR- Medications is still in card.

On 9/26 [Redacted] documented that [Redacted] received Gabapentin (a controlled substance) at 8 am in PCC on the MAR- Medication was not removed nor documented on the narcotic control record

On 9/26 [Redacted] documented that [Redacted] received Gabapentin (a controlled substance) at 1700 in PCC on the MAR- Medication was not removed nor document on the narcotic control record.

Describe the action you propose to take to properly address/correct the problem/incident noted above (Be specific and include timetable for corrective action, if applicable):

She will strictly follow the 7 rights of medication administration- She will follow the MAR and administer medications as prescribed- She will fully and accurately document medications. disciplinary action up to termination may occur if immediate Improvement is not noted. Education provided regarding following. 7 rights of medication administration.

[Redacted Signature]
Employee Signature

10/4/24
Date

Supervisor's Signature

Date

HR Director Signature

10/4/24
Date

* See back of paper for Rebuttal

~~scribbled out text~~

10/4/24

10:06 AM

I did Admin [redacted] tylenol
9/6 + 9/7 before lunch. I popped
out the tylenol closest to the
top. the tylenol was not popped
in order. So I used the doses
nearest to the top.

[redacted] [redacted] received her
[redacted] 9/26 @ 8am

[redacted] [redacted] Received her
Gabapentin 9/26 @ 1700. All
medication was checked and
counted at the end of my shift.
All documentation and Narcotic
Cards matched when I
left. 9/26 [redacted]

The Seven Rights of Medication Administration

Use these questions to make sure that you are providing proper medication dosages to the individual you serve. They will help keep the individual you serve healthy and safe every day!

1 Right Person

Are you sure that you are giving the right person this medication?

2 Right Medication

Are you certain that this is the right medication for this individual?

3 Right Dose

Are you certain that this is the right amount of that medication for this individual?

4

Right Time

Are you certain that this is the right time to provide this medication to this individual?

5

Right Route

Are you certain that this is the right place or way to administer this medication for this individual?

6

Right Reason

Are you certain that this person has been diagnosed with the condition for which this medication is prescribed?

7

Right Documentation

Once the medication is taken, are you certain you have completed the individual's MAR?

Done!



DDS Health Toolkit
BRIDGE TO WELLNESS

INSTRUCTIONS:

Apply Rx label or complete order information to
nurse receiving and verifying quantity received
administration of controlled drug. Record amount received.

Document wasted doses on side two.

CONTROLLED DRUG RECORD

Individual Patient's Narcotic Record

DISPOSITION OF REMAINING DOSES

1 Doses disposed Method _____ Quantity _____ Date _____

Signature/Title _____

Signature/Title _____

☐ Doses transferred to other Disposal Record

☐ Doses discharged with patient (See Record on Chart).

☐ Doses discharged with patient Quantity _____ Date _____

Party Receiving* _____ Nurse _____

Received: _____

Date Received: 6/10/24

Amount Received: 90

DISCHARGE NOTE FOR PERSON RECEIVING MEDICATIONS:

My signature on this form in indication that I do not want these medications in child proof containers and understand that if I do want the child proof containers I may return these drugs to the issuing pharmacy for repackaging. Also, directions for use of all medication I received have been discussed with me.

Administered By
(Full Signature)

Date Time (AM/PM) Amount Given Amount Remaining

9/18	215	1	89
9/19	0900	1	88
9/19	1300	1	87
9/19	230	1	86
9/20	0800	1	85
9/20	1330	1	84
9/20	2110	1	83
9/21	0800	1	82
9/21	1330	1	81
9/22	2015	1	80
9/22	0800	1	79
9/22	1330	1	78
9/22	2100	1	77
9/23/24	0814	1	76
9/23/24	1300	1	75
9/23/24	2107	1	74
9/24/24	0817	1	73
9/24/24	1334	1	72
9/24/24	2105	1	71
9/25/24	08	1	70
9/25/24	1400	1	69
9/25/24	2100	1	68
9/26/24	1400	1	67
9/26/24	2100	1	66
9/27/24	0830	1	65
9/27/24	1330	1	64

Administered By
(Full Signature)

Date Time (AM/PM) Amount Given Amount Remaining

missing 9/26 08 am dose

Facility	AL/IL										Pharmacy	Cedarfield Pharmacy (Family Care)										Physician																
Allergies	Shellfish-derived Products, Shrimp																																					
Diet																																						
Medical Conditions	HYPERLIPIDEMIA, UNSPECIFIED(E78.5), GASTRO-ESOPHAGEAL REFLUX DISEASE WITH ESOPHAGITIS, WITHOUT BLEEDING(K21.00), CARPAL TUNNEL SYNDROME, UNSPECIFIED UPPER LIMB(G56.00), RESTLESS LEGS SYNDROME(G25.81), ANXIETY DISORDER, UNSPECIFIED(F41.9), MILD COGNITIVE IMPAIRMENT OF UNCERTAIN OR UNKNOWN ETIOLOGY(G31.84), OTHER ABNORMALITIES OF GAIT AND MOBILITY(R26.89), HISTORY OF FALLING(Z91.81), CALCULUS OF BILE DUCT WITHOUT CHOLANGITIS OR CHOLECYSTITIS WITHOUT OBSTRUCTION(K80.50), OBSTRUCTIVE SLEEP APNEA (ADULT) (PEDIATRIC)(G47.33), SPINAL STENOSIS SITE UNSPECIFIED(M48.00), UNSPECIFIED DEMENTIA, MILD, WITHOUT BEHAVIORAL DISTURBANCE, PSYCHOTIC DISTURBANCE, MOOD DISTURBANCE, AND ANXIETY(F03.A0), SENSORINEURAL HEARING LOSS, BILATERAL(H90.3), CELLULITIS, UNSPECIFIED(L03.90), CUTANEOUS ABSCESS, UNSPECIFIED(L02.91), DEPRESSION, UNSPECIFIED(F32.A), DISORIENTATION, UNSPECIFIED(R41.0), HYPOTHYROIDISM, UNSPECIFIED(E03.9), UNSPECIFIED OSTEOARTHRITIS, UNSPECIFIED SITE(M19.90), OTHER SYNOVITIS AND TENOSYNOVITIS, LEFT FOREARM(M65.832), CONSTIPATION, UNSPECIFIED(K59.00)																																					
Advance Directive																																						
Schedule for Sep 2024	Hours	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	M
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29								
Gabapentin Oral Capsule 300 MG (Gabapentin) Give 3 capsule by mouth four times a day for severe low back pain d/t spinal stenosis -Start Date- 01/09/2024 1700	0900	3 MeH	3 MeH	3	✓ MeH	✓ MeH	✓	✓	✓ MeH	br	✓ MeH	✓	✓	✓ MeH	✓ MeH	✓ MeH	✓	✓	✓ MeH	LV	✓	✓	✓	✓ MeH	✓ MeH	✓	✓	✓ MeH	✓ MeH									
	1300	3 MeH	3 MeH	3	✓ MeH	✓ MeH	✓	✓	✓ MeH	MeH	✓ MeH	✓	✓	✓ MeH	✓ MeH	✓ MeH	✓	✓	✓ MeH	LV	✓	✓	✓	✓ MeH	✓ MeH	✓	✓	✓ MeH	✓									
	1700	3 MeH	3 MeH	3	✓ MeH	✓ MeH	✓	✓	✓ MeH	MeH	✓ MeH	✓	✓	✓ MeH	✓ MeH	✓ MeH	✓	✓	✓ MeH	LV	✓	✓	✓	✓ MeH	✓ MeH	✓	✓	✓ MeH	✓									
	2100	3 br	3 1KC	9 MSM	br	br	✓ MeH	MSM	br	br	br	MSM	MSM	br	br	br	MSM	MSM	br	br	br	br	MSM	br	br	MSM	MSM	br	br									

Chart Codes		
OBA=Group Observed - All	OBI=Observed Individual	OBP=Group Observed - Partial
1=Absent from home without meds	2=Drug Refused	3=Absent from home with meds
4=Vitals Outside of Parameters for Administration	5=Hold/See Progress Notes	6=Hospitalized
7=Sleeping	8=Nauseated / Vomiting	9=Other / See Progress Notes
10=Partial Administration	11=Start IV/Feed	12=Stop IV/Feed
13=No Insulin Required		

Chart Codes / Follow Up Codes	Init	Name	Signature	Init	Name	Signature		Name	Signature
Follow Up Codes ✓=Administered ! =Ineffective E=Effective U=Unknown H=On Hold By Physician Chart Codes (Refer to the last page of the report for a complete list of chart codes) OBA=Group Observed - All OBI=Observed Individual OBP=Group Observed - Partial 1=Absent from home without							Checked By 1st		
							Checked By 2nd		
							Checked By 3rd		
MEDICATION ADMINISTRATION RECORD			9/1/2024 - 9/30/2024						
Admit Date	02/18/2023	DOB		Unit	ALF	Room	106	Location	

Bundle 3

INSTRUCTIONS:
Apply Rx label or complete order information in area provided. Signature required for nurse receiving and verifying quantity received. Full signature required for administration of controlled drug. Record amount received.
Document wasted doses on side two.

CONTROLLED DRUG RECORD
Individual Patient's Narcotic Record

RX 11080343

DISPOSITION OF REMAINING DOSES

☐ Doses disposed Method _____ Quantity _____ Date _____

Signature/Title _____

Signature/Title _____

☐ Doses transferred to other Disposal Record

☐ Doses discharged with patient (See Record on Chart).

☐ Doses discharged with patient Quantity _____ Date _____

Party Receiving* _____ Nurse _____

Received: _____ Date Received: 9-5-24

Amount Received: 90

*DISCHARGE NOTE FOR PERSON RECEIVING MEDICATIONS:
My signature on this form in indication that I do not want these medications in child proof containers and I understand that if I do want the child proof containers I may return these drugs to the issuing pharmacy for repackaging. Also, directions for use of all medication I received have been discussed with me.

3 capsules (900mg) by mouth
four times a day

Etibapentin 300mg capsules.

Administered By (Full Signature)	Date	Time (AM/PM)	Amount Given	Amount Remaining
	9/21/24	1500	3	87
	9/21	1700	3	84
	9/21	2005	3	81
	9/22	0800	3	78
	9/22	1300	3	75
	9/22	1700	3	72
	9/22	1945	3	69
	9/23/24	0800	3	66
	9/23/24	1216	3	63
	9/23/24	1654	3	60
	9/24/24	0805	3	57
	9/24/24	0800	3	54
	9/24/24	1200	3	51
	9/24/24	1642	3	48
	9/24	2005	3	45
	9/25/24	0800	3	42
	9/25/24	1300	3	39
	9/25/24	1700	3	36
	9/25/24	1945	3	33
	9/26/24	0800	3	30
	9/26	1300	3	27
	9/26/24	1945	3	24
	9/27/24	0810	3	21
	9/27/24	1300	3	18
	9/27/24	1700	3	15
	9/27/24	2000	3	12
	9/28/24	0830	3	09
	9/28/24	1200	3	06

1700 dose not signed
out - Signed in DCC

Facility	AL/IL										Pharmacy	Cedarfield Pharmacy (Family Care)										Physician										
Allergies	amLODIPine, Atorvastatin, Pitavastatin, Sulfa Antibiotics																															
Diet																																
Medical Conditions	ALZHEIMER'S DISEASE WITH LATE ONSET(G30.1), ESSENTIAL (PRIMARY) HYPERTENSION(I10), HYPERLIPIDEMIA, UNSPECIFIED(E78.5), AGE-RELATED OSTEOPOROSIS WITHOUT CURRENT PATHOLOGICAL FRACTURE(M81.0), DIAPHRAGMATIC HERNIA WITHOUT OBSTRUCTION OR GANGRENE(K44.9), VITAMIN D DEFICIENCY, UNSPECIFIED(E55.9), PERSONAL HISTORY OF COVID-19(Z86.16)																															
Advance Directive																																
Schedule for Sep 2024	Hours	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	M	
Acetaminophen Oral Tablet (Acetaminophen) Give 650 mg by mouth before meals and at bedtime for pain -Start Date- 10/10/2023 1630	Pain Level	0	0	0	0	0	0	0		0	4	1	0	0	0	1	1	0	0	1	1	1	1	3	1	1	0	0				
	0630	✓ br	✓ br	1KC	MSM	✓ br	✓ br	BB2		✓ br	✓ br	✓ br	MSM	MSM	✓ br	✓ br	✓ br	MSM	MSM	✓ br	✓ br	✓ br	✓ br	MSM	✓ br	✓ br	MSM	MSM				
	Pain Level	0	0	0	0	0	0	0	0	1	X	1	0	0	1	X	1	0	0	0	1	1	1	1	1	1	0	0				
	1130	✓ MeH	✓ MeH	✓ MeH	✓ MeH	✓ MeH	✓ MeH	✓ MeH	✓ MeH	✓ MeH	1 MeH	✓ MeH	✓ MeH	✓ MeH	✓ MeH	1 MeH	✓ MeH	✓ MeH	✓ MeH	✓ MeH	✓ MeH	✓ MeH	✓ MeH	✓ MeH	✓ MeH	✓ MeH	✓ MeH	✓ MeH	✓ MeH			
	Pain Level	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	1	0	0	0	1	1	X	1	0	1	0					
	1630	✓ MeH	✓ MeH	✓ MeH	✓ MeH	✓ MeH	✓ MeH	✓ MeH	✓ MeH	✓ MeH	✓ MeH	✓ MeH	✓ MeH	✓ MeH	✓ MeH	✓ MeH	✓ MeH	✓ MeH	✓ MeH	✓ MeH	✓ MeH	✓ MeH	✓ MeH	✓ MeH	✓ MeH	✓ MeH	✓ MeH	✓ MeH	✓ MeH			
	Pain Level	0	0	0	0	0	0	0	4	0	0	1	0	0	0	1	1	1	0	1	1	1	1	2	1	1	1	1				
2100	✓ br	✓ 1KC	✓ MSM	✓ br	✓ br	✓ MeH	✓ MSM	✓ br	✓ br	✓ br	✓ br	✓ MSM	✓ MSM	✓ br	✓ br	✓ br	✓ MSM	✓ MSM	✓ br	✓ br	✓ br	✓ br	✓ MSM	✓ br	✓ br	✓ MSM	✓ MSM					

Chart Codes / Follow Up Codes		Init	Name	Signature	Init	Name	Signature		Name	Signature
----- Follow Up Codes ----- ✓=Administered ✗=Ineffective E=Effective U=Unknown H=On Hold By Physician ----- Chart Codes ----- (Refer to the last page of the report for a complete list of chart codes) OBA=Group Observed - All OBI=Observed Individual OBP=Group Observed - Partial I=Absent from home without								Checked By 1st		
								Checked By 2nd		
								Checked By 3rd		
MEDICATION ADMINISTRATION RECORD				9/1/2024 - 9/30/2024						
Admit Date	03/20/2023	DOB		Unit	ALF	Room	205	Location		

NOON

Cedarfield Pharmacy

Ph: 866-860-3550

PA NO. R05001113

Manufactured by A. J. S. Pharm.

RX# 07380154

DR.

09/01/2024

2 TABLETS (650MG) BY MOUTH BEFORE MEALS & AT BEDTIME FOR PAIN

DOB: 19301012

STOP 10/09/2024

ACETAMINOPHEN 325MG TAB TAB

TUTED FOR PAIN, ETC. 325MG TAB

Qty: 240

REFILLS LEFT: 4

When taking this medication do not drink alcohol or beverages.

RM# 205

PK 750 MFG. MARKS

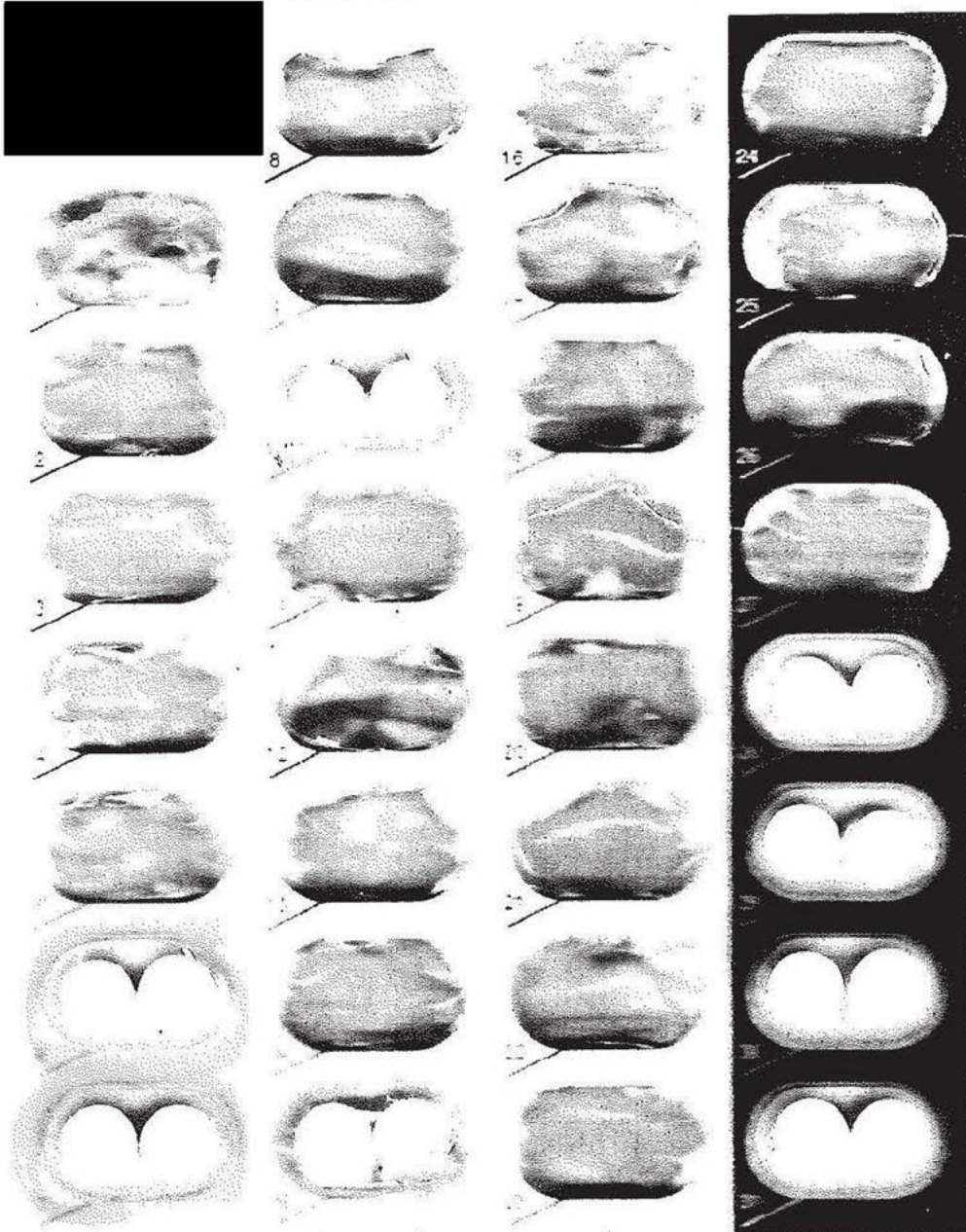


Exhibit No.: E-15

Internal Investigation Report

Date: October 16, 2024

Confidential COPY

Employee Investigation Report

Employee: [REDACTED] RMA

Date of Report: October 16, 2024 – 7:15 am

Report Intake: In person

Investigation Reason: [REDACTED] / [REDACTED] October 15, 2024 – Dispute at [REDACTED] Medication Cart at shift change at approximately 7:20 pm.

Report Details:

[REDACTED] HR Director, met with [REDACTED] RMA, after her night shift to gather [REDACTED] perspective on last night's dispute between [REDACTED] and herself. [REDACTED] states that everything has been building up between them as [REDACTED] is never ready to provide the Shift Report in a timely fashion. [REDACTED] accused [REDACTED] of treating her horribly to [REDACTED] and [REDACTED] both in the Security Department. (HR has never received any report on this matter from Security, nor did they admit to hearing the complaints.) Last night's incident started over Room 105 in [REDACTED] [REDACTED] stated that she saw [REDACTED] Night Shift CNA, in Mrs. C's room (Room 105). [REDACTED] asked [REDACTED] if she was working upstairs [REDACTED] and [REDACTED] stated that she was helping residents upstairs from the dining room. [REDACTED] was at the Med Cart in [REDACTED] when she made a smart remark: "No one did anything wrong – Everyone is against her." [REDACTED] reaffirmed that she was coming to count the medication and complete the Shift Report. At the time, [REDACTED] H was at the Med Cart, and she asked [REDACTED] to hug her. [REDACTED] told [REDACTED] "Don't give me a hug because [REDACTED] is here." [REDACTED] proceeded to count the RXs and turned the medication page, and [REDACTED] proceeded to turn the RXs page back and told [REDACTED] "You come off really strong." This was when things got heated, and [REDACTED] the Nursing Coordinator, happened to come upstairs and walk in the middle. [REDACTED] advised [REDACTED] of what was going on and asked her to intervene. [REDACTED] - tells everyone, "Hope she did not do anything.." [REDACTED] defused the situation by sending [REDACTED] downstairs to finish her documentation and [REDACTED] to start her shift and med pass.

Additional Comments: "HR spoke with all parties involved, and it was determined that [REDACTED] would work downstairs in [REDACTED] HCC as [REDACTED] RMA can only work on the AL side of the building. [REDACTED] to mirror [REDACTED] team as the second LPN.

I hereby affirm that the information provided above is true and complete.

[REDACTED] - October 16, 2024

HR Director

[REDACTED]

From: [REDACTED] <[REDACTED]>
Sent: Wednesday, October 16, 2024 10:51 AM
To: [REDACTED]
Subject: [REDACTED]

Follow Up Flag: Follow up
Flag Status: Flagged

Last night during shift change there was a incident between [REDACTED] and I . We were at the cart and [REDACTED] came upstairs off the elevator and she was talking to us about what she ate for dinner . Then [REDACTED] asked me when do I come back to work and I said Friday , she told me to enjoy my days off and she'll see me then and I told her thank you and to enjoy herself too and I might be downstairs Friday but I will still come see her Friday , then I gave [REDACTED] a goodbye hug .

[REDACTED] got upset as soon as that happened and she started flipping through the narcotic book fast and hard . I asked [REDACTED] what was wrong , she stated "nothing is wrong with me , it's you " I said "how " she said "you were ease-dropping on our conversation " I told [REDACTED] I was not ease dropping on her and the CNA conversation earlier & that I could clearly hear the conversation about the patients & then [REDACTED] said again i was ease dropping .

It's easy to hear when they are at the end of the hall .. I only said something bc i was advocating for [REDACTED] .. (the Cna) & the only thing I said to [REDACTED] was that 202 (nesta) was having some [REDACTED] right at the end of our shift and I also had to check on [REDACTED] again before my shift was over ..that's why we needed extra help with the residents because everyone needed help all at once and it's only 2 of us upstairs. [REDACTED] said she didn't care and that I should not have been easedropping and that nobody nobody likes me at the job and she started counting the narcs by herself . I told her I was not here to make friends and I was here to work and care for the residents Then I told her we were going to count the narcotics off correctly and together, I told her she can not just flip through and count by herself. We have to do it with two people . She said well I already counted those

I told her again we have to count together to confirm it matches . And I told her I was not going to talk to her if she couldn't be professional and I was going to report her to HR. She got upset and started going off about how I always run to HR and I reported her before and then [REDACTED] said I have [REDACTED] and I'm always making something out of nothing and I love to talk to HR.

I told her "I actually don't love running to HR but she's been very unprofessional and rude to me ..ever since I started working there and that if she couldn't act her age and be mature then maybe we need someone else (like HR)

[REDACTED] then states that's why nobody likes me in the facility and I cause [REDACTED] I said that's okay , I'm not here for friends. I told her she was almost my mothers age and it's ridiculous that she come to work with a attitude at this age. & I told her she should treat people how she wants to be treated .I also said Im aware that the "clique " doesn't like me and I'm still nice to them because we have to discuss work /or patients

And luckily [REDACTED] walked by and intervened... She asked what happened and [REDACTED] says " first of all she was ease dropping " and then she acted like I attacked her or was rude to her when that's not true at all. I began to tell [REDACTED] what really happened and I said [REDACTED] was told old to be this way at work.it's ridiculous, I also told [REDACTED] that im tired of being treated any kind of way when I am nothing but nice to everyone. Patients and Staff included . [REDACTED] told me it was okay and she hopes I don't think she treats me bad and she asked if we did report and she offered to count and stay for report . Then [REDACTED] said I could go downstairs before I leave to finish my notes. So after I went downstairs.

While I was talking to [REDACTED] (that's when [REDACTED] went into the AL office and called you)

I honestly don't know how she knows I reported her . I'm assuming someone told her . I thought it was anonymous but I reported her about the wounds and treatments because whenever I try to talk to her ,she is rude and when I tried to tell her she shouldn't do wound care or certain things like when [REDACTED] fell . She wrapped her wrist ...

In nursing school she will learn then when someone has a fall or you think something is broken you don't mess with it or do any treatment or wraps or anything until it's evaluated.. we are not supposed to mess with broke bones. .. not until they have a X-ray done or clear orders from the dr . . I just was telling her you should call EMT right away if you think something is broken. . She got mad about that. I was also telling her med techs can't do wounds or dressings and that it could get her in trouble (just trying to look out for her) and I guess that made her even more upset with me . I was not trying to make her upset. I was trying to communicate about proper patient care . That's all... either way. No matter what I do , it will be a uncomfortable work environment when you have workers with poor attitudes . No manners and never polite .. I don't expect everyone to be best friends but I do Not expect staff to be able to talk any kind of way and be unprofessional constantly. It's hard to work that way .

It's a lot that happens and I do not report bc I do not want to bother you. I know your busy

Even The weekend of oct 4th there was drama. it was almost a fight Oct 3rd down in healthcare between the CNAs . They went outside to fight(I do not think a fight happened just commotion) but All the staff was watching at the window and it was talked about all weekend . I did not work Oct 3rd but I worked the 4th and all weekend so I heard it all.I do not report every detail to you. I am not trying to get anyone in Trouble However I do try to avoid drama by all means but it seems to be unavoidable.. I am nice to everyone . They still do not want me to work there . I do not think I am a good fit for [REDACTED] .

Sent from Yahoo Mail for iPhone

[REDACTED]

From: [REDACTED] <[REDACTED]>
Sent: Wednesday, October 16, 2024 11:08 AM
To: [REDACTED]
Subject: [REDACTED]

Idk how she knew Yesterday that I came to talk to you.

everyone thinks I reported someone . I did not come to talk to you about anyone yesterday except for myself . We discussed the break thing and the fact that I may have to fill in downstairs in healthcare for the next few weeks or so..

I do not know why everyone does not like me or why everyone thinks I report them to HR . I did not think I needed to explain what I talked to you about to them..

I do not have to work at [REDACTED] if it is going to be conflict . I truly enjoy patient care and working so it is okay if I need to resign to avoid conflict. I can not perform my best work when it's uncomfortable environment. I don't want to be rushed when it's time to get off or rushed to count narcotics . I want to give report correctly& hand over the keys . I can complete any notes after or the next day.. but I want to be confident when I leave that I completed all my assignments. It's been difficult to do so . If I over look or the count is wrong for narcotics then it will come back on me. Again I'm not sure if it's purposely done so I will have a mistake or what but again Please let me know what is best
Thank you
[REDACTED]

Sent from Yahoo Mail for iPhone

10/17/24

On 10/15/24 I was assisting the [REDACTED] back from dinner approx 630pm. On the way back @ approx 645pm, I encountered [REDACTED] + [REDACTED] at the med cart on 1 floor near elevator. [REDACTED] approx 4ft from them. As I approached I heard bickering between the 2 ladies. As I got to [REDACTED] she stopped me to chat, that is when I realized the bickering was more than that. Both ladies fussing with each other as they ~~were~~ were about to count the cart. I asked [REDACTED] to please excuse me, as she was sitting on her rollator several feet from [REDACTED] + [REDACTED]. I immediately stepped in to see what the issue was. Both ladies started fussing to me about the other. [REDACTED] stated that [REDACTED] always has an attitude with her.

Shift, while [REDACTED] is stating that [REDACTED] has an attitude with her everytime she relieves her. I tried to allow them to talk it out, that was not working. I asked [REDACTED] to walk away + I would count out to [REDACTED] [REDACTED] stood aside while we counted. All 3 of us walked towards the other cart, one after the other while I was between them. The entire walk over both ladies continued back + forth with each other. When getting to office [REDACTED] goes in + calls HR, while [REDACTED] + I are outside the office. Still they continue to bicker back + forth. I then told [REDACTED] (as she stated she had charting to finish) to take her belongings + go to HCC to chart. I then counted out other med cart + [REDACTED] Spoke on the situation + stated she was finally fed up by her attitude. ~~As~~ I counted + came back down stairs. Talked to [REDACTED], she states she just asked [REDACTED] if "she was ok" And then [REDACTED] went off on her. [REDACTED] states that [REDACTED] always finished charting. she ~~back out upstairs. I~~ has an attitude towards her. [REDACTED] ~~when I went out after~~

Exhibit No.: E-16

Employee Handbook



February 27, 2025

Dear [REDACTED] Chatman,

Please find included in this packet the information requested regarding Case 2025-2. Please let us know if you have any questions regarding the documentation outlined in her personnel file, the supporting documentation ranges from July 23, 2024-December 10, 2024.

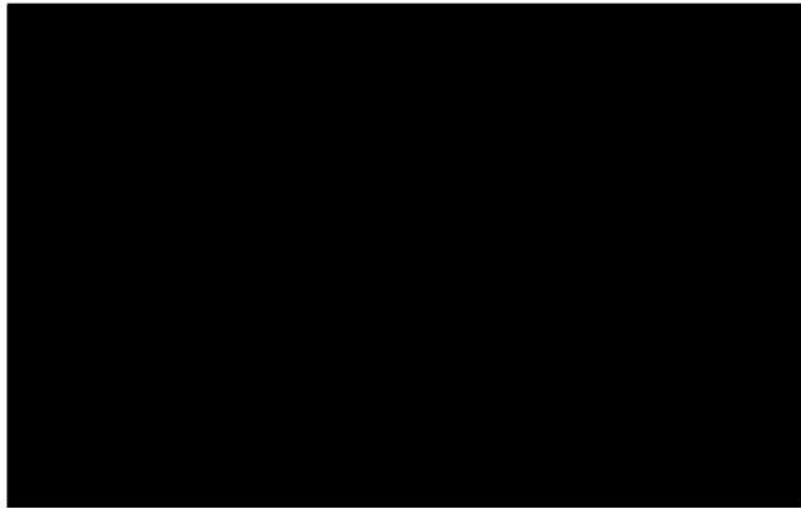
Outlined in the documentation you will find her offer letter for employment and signed documentation of receipt of pertinent new hire policies and procedures. Next you will find her first verbal performance improvement plan coaching dated September 28, 2024. During this verbal coaching, three reported medication errors were discussed, and the 7 Rights of Medication were reviewed.

Next you will see an employee investigation into an incident that occurred on October 15, 2024, between her and another employee, [REDACTED]. You will see documentation around the altercation that took place in a resident hallway with residents present to witness and overhear this altercation.

You will find a counseling performance improvement plan that took place on November 15, 2024, where another medication error was reviewed and the 7 Rights of Medication were once again addressed by [REDACTED] [REDACTED] her Nursing Director at the time.

On November 21, 2024, [REDACTED] [REDACTED] addressed an email that was sent by this employee regarding private resident information. The proper use of the Clinical Email was discussed with this employee and how it breaches HIPAA due to the many parties included in the Clinical Email (as dietary team is involved for diet change orders and there is a nursing email for pertinent nursing information). It was discussed with the employee proper ways to communicate private resident information to the nursing staff for the future. (Email included in packet).

On December 4, 2024, we made arrangements for this employee to work the morning and take the afternoon off for her child's school meeting. She was in agreement, and we worked staffing around her modified schedule needs, she then called out for her shift that morning.



Employee Handbook

Last Updated on 6/15/2024

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Acknowledgement of Receipt

I acknowledge that I have received a copy of the [REDACTED] Employee Handbook ("Handbook"). I understand that I am responsible for reading and abiding by all policies and procedures in this Handbook, as well as all other policies and procedures of the [REDACTED]

I also understand that the purpose of this Handbook is to inform me of the [REDACTED] policies and procedures, and that it is not a contract of employment. Nothing in this Handbook provides any entitlement to me or to any [REDACTED] employee, nor is it intended to create contractual obligations of any kind.

I understand that the Company has the right to change any provision of this Handbook at any time and that I will be bound by any such changes. I expressly agree to the provisions in the Dispute Resolution section of the Handbook, in which I have agreed to use alternative dispute resolution, in lieu of litigation, as the sole means of resolving any dispute that may arise between the [REDACTED] and me, subject to the [REDACTED] right to seek injunctive relief. I agree to first seek to mediate any dispute with the [REDACTED] with a mediator from the American Arbitration Association or a similar organization trained and experienced in employment disputes. If mediation is not successful, I agree to submit the dispute to arbitration. I understand that by agreeing to arbitration I waive any right I may have to [REDACTED] or seek a jury trial. The decision of the arbitrator will be final and binding.

Signature

Date

Full Name (please print)

Please sign and date one copy of this acknowledgment and return it to Human Services. Retain a second copy for your reference.

Welcome

We are pleased to present you with a copy of the [REDACTED] Employee Handbook.

This Handbook has been designed to help you know [REDACTED] better. Whether you have been with us for a short time or for several years, we want you to know we appreciate the contribution you are making to the continued successful operation of [REDACTED]. In return for your loyalty and cooperation, we believe it to be our responsibility to keep you accurately informed of [REDACTED] policies and procedures.

[REDACTED] is a retirement community that provides our residents with a comprehensive array of services. The attractive apartments offer our residents a home-like setting in which they receive regular meals, [REDACTED] and linen services, utilities, telephone service, health care, and other services and activities for the rest of their lives. Quite simply, our residents have entrusted us to provide these services in a pleasant atmosphere, fostering dignity, security, and independence.

As well as respecting the dignity of each of our residents, we also respect your dignity as an employee and fellow staff member. Every position and every job is important.

You are expected to read your Handbook carefully and keep it for future reference. If you should have any questions concerning the policies or benefits outlined in this Handbook, please ask your supervisor or manager.

We welcome our new employees and extend best wishes for continued success to those who have become a part of the growth and progress of [REDACTED]. We are pleased to have you as a member of our team.

Sincerely,

Executive Director/CEO

Introduction

In 1921, a [REDACTED] The original mansion, known as the [REDACTED] occupied part of a forest that had been cleared. Consisting of a front foyer area, formal living room, parlor, and six rooms on the second floor, the original [REDACTED] was sold in 1956 to [REDACTED] [REDACTED] [REDACTED] and his sister, [REDACTED] [REDACTED] [REDACTED] generous philanthropists, began the operation of [REDACTED] in 1957. Our desire is to provide a gracious home and lifestyle for residents who wish to preserve their independence and provide services, support, and care of unsurpassed quality if and when desired.

Whether you have just joined our staff or have been at [REDACTED] for a while, we are confident that you will find it to be a dynamic and rewarding place in which to work, and we look forward to a productive and successful association. We consider the employees of [REDACTED] to be one of its most valuable resources. This Handbook has been written to serve as the guide for the employer/employee relationship.

There are several things to keep in mind about this Handbook. First, it contains only general information and guidelines. It is not intended to be comprehensive or address all the possible applications of or exceptions to the general policies and procedures described. For that reason, if an employee has any questions concerning eligibility for a particular benefit or the applicability of a policy or practice, the employee should address his/her specific questions to his/her Department Manager or the Human Resource Department.

Employment at [REDACTED] is at will. Neither this Handbook nor any other [REDACTED] document confers any contractual right, either express or implied, to remain in the employ of [REDACTED]. Nor does it guarantee any fixed terms and conditions of employment. Employment is not for any specific time and may be terminated at will, with or without cause, and with or without prior notice by the [REDACTED] or an employee may resign for any reason at any time. No supervisor or other representative of [REDACTED] (except the President/CEO) has the authority to enter into any agreement for employment for any specified period of time or to make any agreement contrary to the above.

The procedures, practices, policies, and benefits described here may be modified or discontinued from time to time. We will try to inform you of any changes as they occur; however, [REDACTED] reserves the right to modify, supplement, or discontinue provisions of this Handbook without advance notice. This Handbook and the information in it should be treated as confidential. No portion of this Handbook should be disclosed to others except [REDACTED] employees and others affiliated with [REDACTED] whose knowledge of the information is required in the normal course of business. Some subjects described in this Handbook are covered in detail in official policy documents. Refer to these documents for specific information, as the Handbook only briefly summarizes those guidelines and benefits. Please note that the terms of the written insurance policies are controlling and override any statements made in this or other documents.

Mission Statement

[REDACTED]

Our Vision

[REDACTED]

Core Values

Compassion

A core value of the [REDACTED] staff and management is compassion – the ability to stand alongside someone, put his/her needs above their own, and respond. Compassion is the furthest extension of sympathy – feeling sorry for someone’s pain, and empathy – the ability to experience for oneself another’s pain. [REDACTED] staff go a step further – they feel what that person is feeling, hold it, accept it, and most importantly, take some kind of action. “The willingness to enter the chaos of another’s life and make a difference.”

Innovation

[REDACTED] was founded on an innovative concept: take a stately mansion and turn it into a group home to meet the needs of an elderly population. When [REDACTED] [REDACTED] [REDACTED] sought to sell that home, a core group of supporters found a way to keep the [REDACTED] a local, independently managed home. The multiple phases of our facility stand as testaments of our commitment to adapt to the needs of our residents and the times. We remain committed to find innovative ways to thrive and to be a vibrant part of the Charlottesville community.

Belonging

Belonging is a basic need people want to belong! Virtually every living thing has the desire to be a part of a group. This is true of animals or humans. Although individuals are vital to the success of any group, it’s a law of nature that the group is stronger than the individual. We at [REDACTED] are a group, from the top to the bottom. Our goal is to strengthen the feeling of belonging amongst everyone here, thereby, everyone gains. The stronger the bond, the stronger the group.

Trust

The [REDACTED] affirms and expects that trust among all members of the [REDACTED] is a foundation for caring relationships. We believe that trust allows everyone to feel safe, both physically and psychologically. It is the shared connection of reliance that embraces residents, employees, families, and board members. We trust one another when we

- expect and find the best in each other
- Value and employ honest communication

- honor the confidence of one another
- act on our reliance on each other to "have our back."
- are willing to extend ourselves to achieve excellence in our shared responsibilities for the [REDACTED]

Mutual Respect

[REDACTED] believes in and promotes a climate of mutual respect in the workplace. We respect the worth, dignity, potential, and uniqueness of each individual. We empower each other and encourage teamwork to benefit those we serve. We value each other's work and our roles by:

- behaving in ways that show respect toward co-workers, residents, and families
- developing relationships that are built on trust
- promoting a climate that is fair, supportive, and responsive
- creating a welcoming environment through our words, actions, and physical surroundings

Employment Policies and Procedures

Employee Privacy Policy

In this age of the Internet where privacy has become an increasing concern, we take your privacy very seriously. The privacy and security of your personal data ("Personal Information") which we collect from you is important to us. It is equally important that you understand how we handle this data. The [REDACTED] will not knowingly collect or use Personal Information in any manner not consistent with this policy, as it may be amended from time to time, and applicable laws.

Collection of Information

In the course of conducting our business and complying with federal, state, and local government regulations governing such matters as employment, tax, insurance, etc., we must collect Personal Information from you. The nature of the information collected varies somewhat for each employee, depending on your employment responsibilities, the location of the facility where you work, and other factors. We collect Personal Information from you solely for business purposes, including those related directly to your employment with the [REDACTED] and those required by governmental agencies.

Use of the Information Collected

The primary purposes for collection, storage and/or use of your Personal Information include, but are not limited to:

- **Human Resources Management.** We collect, store, analyze, and share (internally) Personal Information in order to attract, retain, and motivate a highly qualified workforce. This includes recruiting, compensation planning, succession planning, reorganization needs, performance assessment, training, employee benefit administration, compliance with applicable legal requirements, and communication with employees and/or their representatives.
- **Business Processes and Management.** Personal Information is used to run our business operations including, for example, scheduling work assignments, managing [REDACTED] assets, reporting and/or releasing public data (e.g., annual reports, etc.); and populating employee directories. Information may also be used to comply with government regulation.
- **Safety and Security Management.** We use such Personal Information as appropriate to ensure the safety and protection of employees, assets, resources, and communities.
- **Communication and Identification.** We use your Personal Information to identify you and to communicate with you.

Limited Disclosure

The [REDACTED] acts to protect your Personal Information and ensure that unauthorized individuals do not have access to such information by using security measures to protect Personal Information. We will not knowingly disclose, sell, or otherwise distribute your Personal Information to any third party without your knowledge and, where appropriate, your express written permission, except where disclosure is reasonably necessary to comply with the law.

Security of Personal Information

We employ reasonable security measures and technologies, such as password protection, encryption, physical locks, etc., to protect the confidentiality of your Personal Information. Only authorized employees have access to Personal Information. If you are an employee with such authorization, it is imperative that you take the appropriate safeguards to protect such information. Paper and other hard copies containing Personal Information (or any other confidential information) should be secured in a locked location when not in use. Computers and other access points should be secured when not in use by logging out or locking. Passwords and user IDs should be guarded and not shared. When no longer necessary for business purposes, paper and hard copies should be immediately destroyed using paper shredders or similar devices. Do not leave copies in unsecured locations waiting to be shredded or otherwise destroyed. Do not make or distribute unauthorized copies of documents or other tangible mediums containing Personal Information. Electronic files containing Personal Information should only be stored on secure computers and not copied or otherwise shared with unauthorized individuals within or outside of the [REDACTED]

The [REDACTED] will make reasonable efforts to secure Personal Information stored or transmitted electronically from hackers or other persons who are not authorized to access such information.

Any violation or potential violation of this policy should be reported to your immediate supervisor, designated manager, or Human Services. The failure by any employee to follow these privacy policies may result in discipline up to and including discharge of the employee. Any questions or suggestions regarding this policy may also be directed to your immediate supervisor, designated manager, or Human Services.

Equal Employment Opportunity

[REDACTED] is an Equal Opportunity Employer (EEO) and is committed to maintaining a work environment that is free from discrimination or harassment based on race, color, sex, religion, age, national origin, genetic information, citizenship status, marital status, pregnancy, disability, veteran status, or any other status protected by local, state, or federal law. [REDACTED] EEO practices apply to all terms, conditions, and privileges of employment. In addition, [REDACTED] expects each employee to provide equal treatment to each other, to [REDACTED] residents, and [REDACTED] visitors. Any unfair treatment, harassment, discrimination, or intimidation directed at any employee, visitor, resident, vendor, or any other individual in violation of this policy is expressly forbidden. Appropriate disciplinary action up to and including termination may be taken against any employee willfully violating this policy.

Violations of this policy must be taken seriously, and [REDACTED] strongly urges the reporting of all incidents of discrimination or harassment to an immediate supervisor, a Department Head, the Director of Human Resources, or any member of the management team with whom the employee feels comfortable discussing the situation. An employee can raise concerns or make reports without fear of reprisal. The law prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action up to and including termination.

Legal Work Status

The Immigration Reform and Control Act of 1986 requires that an employee hired by [REDACTED] provide documentation proving that he/she has a legal right to work in the United States.

In compliance with this Act, all job offers extended to successful applicants are made contingent upon the receipt of the required documentation and completion of USCIS Form I-9. The required documentation must be provided within three working days of the date the employee begins work. Only those successful applicants who supply the required documentation and complete Form I-9 will be permitted to continue working.

Background Checks

████ obtains a Criminal History Record Report from the Virginia State Police on each employee before hire. An individual convicted of certain “Barrier Crimes” is not eligible to work in nursing facilities or assisted living facilities in Virginia. Any employee whose criminal record check does not meet the current standards for hire will be terminated immediately. A list of Barrier Crimes may be found in the Human Resources Department or the Virginia Department of Social Services website. █████ is also registered to receive notifications from the Virginia Sex Offender Registry system if a sex offender registers or re-registers with a home or work address within the same or a contiguous zip code as █████.

Any current employee who is convicted of a crime that would preclude employment will be immediately terminated.

████ shall verify the current status of each employee’s professional license, certification, registration, or required training (collectively “Credentials”), as applicable. █████ may conduct additional inquiries and verifications for particular job categories or positions as deemed necessary and appropriate by █████.

Deemed Consent

Each employee must sign a “Deemed Consent Acknowledgement” upon hire, stating that Section 32.1-45.1 of the Code of Virginia has been explained to the employee. You are aware that if at any time during your employment, a resident is exposed to your body fluids in a manner that may, according to then-current guidelines of the Centers for Disease Control and Prevention (CDC), transmit human immunodeficiency virus (HIV) or hepatitis B or C viruses, you are deemed to have consented to testing for infection with those viruses. You are also deemed to have consented to the release of those test results to the resident(s) who was exposed. Likewise, if at any time during your employment, you are exposed to the body fluids of a resident in a manner that may, according to then-current CDC guidelines, transmit HIV or hepatitis B or C viruses, the resident is deemed to have consented to testing for infection with those viruses. The resident is also deemed to have consented to the release of those test results to the employee(s) who was exposed.

Personnel Records Policy

When you became an employee, you completed a form supplying us with the information we must know about you. This information was transferred to confidential files (personnel file and medical file). Keeping these records correct and up to date is important because it enables █████ to reach you or a designated contact person in an emergency, forward your mail, properly maintain your insurance and other benefits, compute your payroll deductions, etc.

You are expected to help keep this record correct by notifying the Human Resource Department promptly of changes in:

- Address and telephone number
- Marital status

- Name
- Beneficiary or dependents listed in your insurance policies and profit sharing/retirement plan
- Number of dependents for tax withholding purposes
- Emergency Contacts
- Driver's License Number or driving restrictions (if driving [REDACTED] vehicles)
- Changes in licensure or certification status
- Tuberculosis screening and hepatitis vaccine (according to job/position)
- CPR certification (according to job/position)
- Completion of training or education courses

Your files are held in strict confidence, and only those with a need to know will have access to your files.

Performance Reviews, Salary Reviews Policy

Department supervisors will conduct Performance Reviews to evaluate the performance of every employee under his/her supervision. Past performance will be reviewed with employees in order to recognize strengths, identify opportunities for improvement, and establish performance goals. Performance Reviews are conducted at least annually, generally on or around the employee's anniversary date. All written Performance Reviews become a part of your personnel file.

Performance Reviews will be based on such factors as the quality of the work performed during the past year, job knowledge, initiative, attendance, personal conduct record, and attitude toward the job and other employees.

This Performance Review allows the employee to have a face-to-face discussion regarding performance with his/her immediate supervisor and learn how to maintain and/or improve on-the-job performance.

Health Examinations

Each employee is required to submit to pre-employment and annual tuberculosis risk assessments and any additional screening measures indicated. Tuberculosis screening may include, but is not limited to, a Tuberculin skin test (TST), interferon-gamma release assay (IGRA), and/or chest x-ray. [REDACTED] is responsible for the cost of all required tuberculosis risk assessments and any required screenings. Any employee suspected of having infectious tuberculosis based on a TST or IGRA will not be permitted to come to work or have any contact with residents or personnel of [REDACTED] until a physician certifies that the employee is free of infectious tuberculosis.

In addition, [REDACTED] may request a report of examination by a licensed physician where there are indications that the physical or mental condition of an employee or [REDACTED] member may jeopardize the safety of [REDACTED] residents. If [REDACTED] makes such a request, the employee will not be allowed to resume their duties until they produce a signed statement from the physician verifying their ability to safely return to work. If [REDACTED] requests such a report of examination, [REDACTED] will be responsible for the cost of that examination.

Problem Solving Procedures Policy

Please use the following step-by-step policy in communicating problems or suggestions to supervisors and management:

STEP 1 Your Immediate Supervisor:

If you have concerns, first bring your concerns to the attention of your supervisor as soon as possible, but no later than five days after the concern arises. You must bring the situation to the attention of your immediate supervisor as soon as possible, explain the nature of the problem and offer a suggested solution, if you have one. Your supervisor will investigate, evaluate, and provide a response to you in a timely manner.

If the problem or complaint you have is with your supervisor, or if the supervisor's answer is not sufficient, go to Step 2.

STEP 2 Your Department Head:

If you feel your supervisor has not satisfactorily responded to your concern, you should refer the concern, in writing, to your Department Head. Your Department Head will provide an answer to you within three working days of receipt of your written concern.

STEP 3 The Human Resources Director:

If you are dissatisfied with the solution provided by your Department Head, you may request an appointment with and present a written complaint to the Human Resources Director. The Human Resources Director will meet with you and your supervisor within three working days of your submission of the complaint in an attempt to resolve the concern. If such a meeting is not feasible, you will receive a written reply within three working days.

STEP 4 The Executive Director /Chief Executive Officer:

If you are dissatisfied with the Human Resources Director's decision, you may then submit the problem to the Executive Director/CEO in writing, within five working days of receiving the Director of Human Resource's decision. A written decision will be submitted to you within ten working days. Any decision rendered in a problem situation by the Executive Director/CEO will be final and binding.

Please remember that the purpose of our Problem-Solving procedure is to give you an opportunity to ask questions and clear up problems or complaints of any kind. In order for this policy to work, you must want it to work and use it. It is for your benefit. Our door is always open. When things go wrong, we would like to have the chance to fix the problem.

Dispute Resolution Policy

In a perfect world, every employment relationship would be smooth and harmonious. However, there are times when employees and employers disagree. These disagreements often arise in the context of involuntary employment termination, but there may be disagreements regarding the right to a promotion, expense reimbursement, or on other matters.

To the extent permitted by applicable law, all employees of the Organization agree to first seek to mediate any dispute with the Organization with a mediator from the American Arbitration Association or similar organization trained and experienced in employment disputes. If mediation is not successful, both the Organization and the employee agree to submit their dispute to arbitration. The arbitrator will be chosen from a panel presented by the American Arbitration Association, or such other organization as is acceptable to both parties. The cost of the

arbitrator will be split between the Organization and the employee. Each party will be responsible for its own attorney or other related fees. Both the Organization and the employee acknowledge that by agreeing to arbitrate, each gives up its right to litigate their employment dispute in court or to submit it to a jury. The decision of the arbitrator is final and binding.

However, either party may seek to have a court of competent jurisdiction enforce an arbitration award. In addition, the Organization retains the right to seek injunctive or other relief in the case of misappropriation of trade secrets or other confidential information, or any other action by an employee which might reasonably be expected to lead to irreparable harm to the Organization.

Although we seek to provide a workplace in which all employees feel that they are an important part of the Organization and where employees feel fairly treated, there may be times when you have a dispute with a supervisor or the Organization which can best be resolved through a formal procedure for dispute resolution. All disputes between any employee and the Organization are to be resolved in accordance with the following procedure. Please note, however, that the Organization reserves the right to modify this procedure at any time and nothing in this procedure should be construed to constitute a contract between you and the Organization or to constitute any part of a contract between you and the Organization.

Any dispute between you and the Organization may be resolved using this grievance procedure, with the exception of oral reprimands which are not recorded in your personnel file.

A grievance is a complaint by an employee concerning any matter related to the employee's employment with the Organization. All grievances must be in writing. Using the form provided by the Organization, you must state clearly and concisely all the known facts related to your grievance, including "who, what, where, when and the why." Clearly explain why you disagree with the act or omission that forms the basis for the grievance. Also explain what remedy you are requesting. You must sign and date the grievance.

Equal Employment Opportunity Policy

The [REDACTED] is an equal opportunity employer. We will extend equal opportunity to all individuals without regard to race, religion, color, sex (including pregnancy, sexual orientation, and gender identity), national origin, disability, age, genetic information, or any other status protected under applicable federal, state or local laws. Our policy reflects and affirms the [REDACTED] commitment to the principles of fair employment and the elimination of all discriminatory practices. Details of our equal employment opportunity policies are further explained in Anti-Discrimination & Harassment.

Employment Classifications Policy

The following terms will be used to describe employment classifications and status:

Exempt Employees

Exempt employees are individuals not subject to overtime pay laws. In general, overtime laws require that exempt employees:

- Receive a pre-determined weekly salary that is not subject to change based on the employee's work quality or quantity;

- Receive a salary that is at least equal to the salary level set by law; and
- Meet the requirements of an exempt job classification.

The federal Fair Labor Standards Act (FLSA) sets the most common set of overtime exemption standards. However, additional state and local laws may also apply. Under the FLSA, the salary level is \$684 per week (\$35,568 per year) and exemptions exist for administrative, professional, or management positions. Certain outside salespersons and a few other job categories are also exempt.

Non-Exempt Employees

Salaried employees who do not meet all criteria for an overtime exemption and many hourly employees are generally not exempt from overtime pay requirements.

Full-Time Employees

Full-time employees are those who are regularly scheduled to work at least 30 hours per week that are not hired on a temporary basis.

Temporary Employees

Temporary employees are hired for an interim period of time, usually to fill in for vacations, leaves of absence, or projects of a limited duration. Temporary employees are not eligible for [REDACTED] paid benefits, except as required by law.

Seasonal Employees

Seasonal employees are those hired into a position for which the customary annual employment is 6 months or less. Seasonal employees are generally not eligible for benefits.

If your status changes from temporary or seasonal to part-time or full-time, you are considered hired on the date you become a full-time or part-time employee for purposes of calculating eligibility for benefits that require a minimum term of employment.

Orientation Program

Orientation sessions for new employees are held on a regular basis, and your attendance is required. Your particular department will provide you with additional orientation on your specific area of work. The subjects covered in this Handbook will also be discussed in the general orientation presented by the Human Resources Department.

Separation of Employment

Resignations:

An at-will employee may choose to end the employment relationship at any time and for any reason; however, we request that you give your supervisor no less than two weeks' written notice (four weeks for management and professional personnel, i.e., RNs and LPNs). This advance notice will allow your supervisor time to adjust working

schedules and attempt to secure a replacement. An employee who fails to provide appropriate written notice may be deemed ineligible for reemployment.

Termination of Employment:

Each employee is employed on an at-will basis, absent a written contract of employment that explicitly provides otherwise. This means that [REDACTED] may terminate the employment relationship at any time, with or without notice and with or without cause. If an employee is terminated, [REDACTED] may immediately escort that individual off the premises. No terminated employee shall be permitted back on [REDACTED] property without specific permission from the President/CEO.

Return of [REDACTED] Property Upon Separation:

Should a separation of employment occur, you must return all [REDACTED] owned property, including, but not limited to, uniforms, keys, Key fobs, cell phones, name tags, equipment, and manuals.

Final Payment & Paid Time Off (PTO) Benefits Upon Separation

You will be provided with your final paycheck for wages earned no later than the next regularly scheduled payday on which those wages are due.

Paid Time Off (PTO) Pay out schedule

Employees must provide a four-week written notice of separation, be in good standing, and meet the length of service terms below. <i>PTO benefits will be calculated as the date of termination.</i>	
Length of Service	PTO Payout
Less than 2 years	0%
2 - 4 years	50%
5 - 9 years	75%
10+ years	100%

PTO benefits will be calculated as of the date of termination. Payment of PTO may be made later than the final paycheck paid for earnings, depending on the time of separation.

Employment References

In response to an inquiry from a prospective employer regarding a current or former [REDACTED] employee, [REDACTED] will furnish or verify only an employee's name, dates of employment, and position. No other data or information regarding any current or former [REDACTED] employee or his/her employment with [REDACTED] will be furnished unless the employee authorizes [REDACTED] to furnish this information in a writing that also releases [REDACTED] from liability in connection with furnishing this information.

Employment of Relatives & Personal Relationships

It is the goal of [REDACTED] to avoid creating or perpetuating circumstances in which the possibility of favoritism, conflicts of interest, or impairment of efficient operations may occur. Therefore, an employee is prohibited from supervising, reporting to, or otherwise working with his/her relatives or persons with whom he/she holds close, personal relationships outside of his/her employment with [REDACTED] except where such relationships are disclosed to and

approved by [REDACTED]. An employee must also disclose such a relationship if, during his/her employment, he/she becomes a relative or in a close personal relationship with another employee, contractor, consultant, or vendor, for instance, through marriage or dating.

To protect its business interests, [REDACTED] has the right to apply this policy whether or not relatives or persons holding close personal relationships hold supervisory or reporting positions in relation to each other. [REDACTED] may approve employees working with relatives or persons holding close personal relationships where such relationships do not create conflicts of interest or disruptions in the work environment, for instance, by creating potential supervisory, morale, safety, fairness, or public relations [REDACTED]. Where possible, [REDACTED] will strive to neutralize such conflicts or disruptions without impairing the employee benefits received from [REDACTED]; however, [REDACTED] reserves the right to take any action necessary to remove disputes or disruptions, including termination.

Progressive Discipline Policy

1. Coaching & Verbal Advisory:

The supervisor will provide a verbal correction to the employee. A written record of this correction will be reviewed by the Department Head and placed in the employee's personnel file.

2. Counseling & Written Advisory:

If the employee does not correct his/her behavior, the supervisor will consult with his/her manager and prepare a written correction. The employee will be asked to sign, indicating receipt of a copy of the written correction, and a copy will be placed in the employee's personnel file. The employee has the right to incorporate a response to the written correction.

3. Suspension without Pay:

The employee may be suspended without pay if an administrative review is required to investigate the circumstances of an incident or if the misconduct that resulted in the suspension may result in termination. This suspension without pay must have the approval of the supervisor, Department Head, the Director of Human Resources, or designee. The employee has the right to prepare a written response to the suspension, which will be included in the employee's personnel file.

4. Termination:

When all other means of discipline have been used, or when the offense justifies such action, the employee is terminated. The supervisor may recommend termination of an employee. Recommendations will be reviewed by [REDACTED] management, who will determine the action to be taken.

If the employee feels the discipline is unfair, he/she may utilize our problem solving procedures.

The Progressive Discipline Policy does not guarantee that all the steps will necessarily be followed! Depending upon circumstances and factors, such as the employee's past work record and seriousness of the offense, management reserves the right to enter into any level of disciplinary action, or termination, it deems appropriate. The use of progressive discipline does not alter the employment-at-will status of an employee.

Solicitation And Distribution Policy

It is the policy of █ to prevent disruptions in operations throughout █ interference with resident care, and inconvenience to our residents and visitors. Therefore, the following rules apply to solicitation and distribution of literature and other items on █ property:

- Outsiders. Persons not employed by █ may not solicit employees or residents or distribute literature on our community property for any purpose at any time unless specifically authorized by the President/CEO or designee in writing.
- Employee Solicitation. An employee may not solicit for any purpose during working time. "Working time" does not include authorized meal periods, coffee breaks, or rest periods. "Working time" includes working time of both the employee doing the soliciting and the employee to whom the solicitation is directed. Solicitation is not permitted in any area of the community where it will interfere with residents or visitors. An employee is not permitted to post solicitation notices anywhere within █ Solicitation to residents is prohibited.
- Employee Distribution. An employee may not distribute literature for any purpose during "working time" (as "working time" is defined above) or in working areas. Such distribution of literature is not permitted throughout █ where distribution will interfere with residents, visitors, or any employees in the performance of work.
- Such literature DOES NOT include materials meant for residents' recreational use or outside information that may be used to educate residents regarding care options, such as informational brochures provided by the Social Services Department, library books distributed by Activities staff and volunteers, CDC/VHD informational materials from clinical staff/providers, etc.

Gifts/Gratuities Policy

An employee may not accept or solicit gifts, gratuities, or loans from residents, residents' family members, guests, or vendors. If you are the recipient, or intended recipient, of a gift from a resident or family member, gracefully decline or return the gift when practical. Please explain to the individual that █ policy will not allow staff to accept gifts. If you need assistance, please contact your supervisor for help to review with CEO for exceptions.

Parking Facilities Policy

█ provides you with parking facilities. However, we cannot be liable for fire, theft, damage, or personal injury involving an employee's automobile. Protect your property by locking your car doors.

█ provides free parking to employees. **Do not park in fire lanes or block primary entrances to buildings at any time.** Please follow these general guidelines:

1. Employees may park on a first come first serve basis in the upper and lower █ lots, Overflow parking available in the █ parking lot behind the █. Employees who are assigned a parking spot at the █ should clearly display their parking pass
2. A specific employee may have special parking arrangements approved by the Director of Building and Grounds. If an employee requires special parking, they should contact Human Resources.
3. █ reserves the right to update employee parking when appropriate and will provide ample notice.

Employee Lockers Policy

Each full-time regular employee will be [REDACTED] a locker. Locks are not furnished; however, you may furnish your own lock on your locker.

Lockers will be assigned by the Director of Security. An employee must cooperate in keeping locker rooms clean. Keep all pocketbooks and personal effects locked in your locker. For your protection, we urge you to leave large amounts of money and valuables at home. [REDACTED] will not be liable for theft, damage or other loss to an employee's personal property.

[REDACTED] reserves the right to inspect and search lockers without notice or permission and to revoke locker privileges. All locks and keys must be turned in to the Department Manager at the time of separation from employment. Failure to do so will result in a charge for replacement of the lock and key.

Returning [REDACTED] Property Policy

Although provided for the employee's daily use, [REDACTED] items (such as manuals, pagers, equipment, keys, etc.) remain the property of [REDACTED]. An employee leaving the employment of [REDACTED] for any reason, is required to return all training materials, manuals, equipment, uniforms, and any other [REDACTED] property before your last paycheck is deposited. Each employee will be responsible to [REDACTED] for any unreturned property.

Employee Responsibilities Policy

QUALITY

[REDACTED] management is responsible for defining, implementing, and maintaining objectives pertaining to key elements of quality. Our intent is to provide the direction, knowledge, and tools necessary for an [REDACTED] employee to understand the underlying principles of problem prevention and continuous improvement.

Residents depend on quality, making a reputation for quality a necessity. Such a reputation cannot be the result of a casual attitude toward your work. We must plan and think about the quality of our daily work. Efficiency and quality in even the smallest task must not be neglected.

RESIDENT SERVICE GUIDELINES

[REDACTED] continued success is directly dependent upon having satisfied residents and families. For this reason, it is imperative that an employee of [REDACTED] understands the necessity of maintaining good relationships with our residents and residents' families.

Here are a few of the ways an [REDACTED] employee is expected to help maintain good public relations:

- Be polite and respectful at all times and treat everyone with dignity. The importance of this cannot be too highly emphasized.
- Put forth your best "personal image," such as neatness of dress, a pleasant smile, an interest in your work, and a willing and cooperative attitude toward your co-workers and our residents.
- Always act professionally and keep your personal life separate from your work life.

RULES

Break The Ice:

Make eye contact... smile... introduce yourself... call people by name...extend a few words of concern.

Does Someone Look Confused?

Stop and try to help.

Courtesy:

Kind gestures and polite words make people feel better.

Explain What You Are Doing:

People are always less anxious when they know what's happening.

Anticipate Needs:

You'll often know what a person needs before he/she has to ask...ACT on this knowledge.

Privacy and Confidentiality:

Watch what you say and where you say it...SHOW RESPECT. Knock as you enter.

Respond Quickly:

When people are worried or sick, every minute feels like an hour.

Handle With Care:

Slow down...give...imagine you're on the receiving end.

Dignity:

That resident could be your parent.

Help or Find:

Just because it is "Not Your Job" does not mean you can't help or find someone who can.

Treat Residents as Adults:

Slow down...give...imagine you're on the receiving end.

Listen:

If a person complains, don't be defensive, but be objective and understanding.

Help Each Other:

And you help a resident.

Keep It Quiet:

Noise annoys! It also shows a lack of consideration.

Phone Skills:

When you are on the phone, our reputation is on the line. Sound pleasant, be helpful, listen with understanding, and communicate sincere desire to be of assistance.

Look The Part:

You are part of a long tradition...look and act the part.

Confidentiality Policy

No information, records, or materials concerning residents or [REDACTED] business may be used, released, or discussed with anyone outside [REDACTED] or with other [REDACTED] employees without authorization. Breaches of residents' confidentiality will be grounds for disciplinary action, including termination. Any requests for resident information should be verified with a supervisor to ensure the requesting individual has permission to receive information, whether orally or through written records.

An employee is prohibited from disclosing to a third party any proprietary or confidential information acquired or accessed during employment with [REDACTED] except as specifically authorized by [REDACTED] management. Similarly, an employee is prohibited from seeking to improperly acquire or divulge the proprietary or confidential information of others. Upon termination of employment, an employee is required to return any documents or files in his/her possession and may not copy, take, or retain any documents containing confidential or proprietary information. An employee is responsible for knowing what information is covered by this policy and/or for seeking clarification from a supervisor to resolve any question or doubt.

No one other than authorized personnel may have access to confidential records or proprietary information.

Resident Rights Policy

It is the responsibility of each employee to be familiar with the rights of assisted living residents and Nursing facility residents provided in Section 63.2-1808, Section 32.1-a38 and 32.1-138.1 of the Code of Virginia. Violation of the rights of a resident of [REDACTED] is grounds for immediate termination. These rights will be covered in your Orientation program.

REPORTING RESIDENT ABUSE

As an employee working in a nursing facility or assisted living facility, you are designated a Mandated Reporter and are required by the Code of Virginia to report suspected **abuse, neglect, or exploitation** of any elderly person, whether by staff, family members, visitors, or others with whom residents may have contact.

If you suspect that a resident is being abused, neglected, or exploited, you must act to remove the resident from any immediate danger and notify the Administrator without further delay. Failure to report suspected abuse can lead to individual criminal liability and will result in disciplinary action, including termination.

Virginia law protects persons who report suspected abuse, neglect, or exploitation. If you have any questions or concerns about the care or treatment of our residents, or what is meant by "abuse," "neglect," or "exploitation," ask the Director of Nursing.

Remember, as a Mandated Reporter, Virginia law requires you to report abuse, neglect, or exploitation whenever you become aware of it, at [REDACTED] or elsewhere.

Technology

Computer Use Policy

████ provides computers and other devices, equipment and software to its employees for the express purpose of doing the business of █████. Such devices are used to store and access information that is both confidential and critical to the continuing operation of █████. Therefore, █████ has established the following policy.

Software:

- It is a violation of █████ policy to download any software that has not specifically been licensed for use by, or developed by or for, █████. This includes "shareware," "freeware," screen savers, and all other forms of software products.
- It is a violation of █████ policy to copy any software from the computer for personal use or to give to any third party.
- It is a violation of █████ policy to copy any software from one █████ PC to another █████ PC unless it is within the parameters of the license for the software. Internally developed software is exempt from this requirement. Copying of licensed software must be performed or authorized by the Director of Information Services.
- It is a violation of █████ policy to knowingly breach the terms and conditions of a software license.

Security:

- Each employee authorized to use the █████ computer system is assigned a user ID and password. In the normal course of business, it is a violation of █████ policy to reveal your password or to leave the password exposed on any device where it can be observed by another individual. If an █████ emergency exists and you feel it is necessary to reveal this information, you must notify the Director of Information Services at your first opportunity the same or next business day so a new password may be █████.
- It is a violation of █████ policy to reveal to anyone except an employee of █████ or his/her agents, authorized residents, or authorized vendors any telephone numbers, web addresses, IP addresses, or any other information that may be used to access █████ computer █████.
- An employee must maintain personal control of an employee-████ laptop computer when traveling. It is a violation of █████ policy to allow access to the laptops by any individual who is not an employee of █████ or his/her agents except for purposes of maintenance arranged for by █████.
- It is a violation of █████ policy to reveal to a non-employee of █████ or his/her/its agents the information that comprises █████ database and computer system for purposes other than official █████ business.

Usage:

- It is a violation of █████ policy to use the █████ computers or other devices for other than official █████ business. Exceptions to this rule may be authorized by your supervisor in writing. A copy of this authorization must be forwarded to the Director of Information Services. Personal use of the computer equipment is never allowed during an employee's shift. Games may never be run on the computer, even if they are part of licensed software (e.g., Windows).
- Access to █████ computer systems via the dial-in network or on the Internet must be authorized by your supervisor. It is a violation of █████ policy to use this access for other than official █████ business.

- It is a violation of [REDACTED] policy for an employee of [REDACTED] to remove any device or equipment from the premises without written permission of the Human Resources Director. Exceptions to this rule include assigned laptops and authorized shipment for purposes of maintenance or sale.

Network Policy:

- Every employee is responsible for seeing that the [REDACTED] network is used properly and in accordance with this policy. Any questions about this policy should be directed to management.
- The [REDACTED] network is part of the business equipment and technology platform and should be used for [REDACTED] purposes only. Personal business should not be conducted by means of the [REDACTED] network.
- Employees may be assigned an email address for the purpose of conducting business only. The Human Resources Director must approve assignments of email addresses. Employees that are considered “non-exempt” will not be permitted to have email access on their personal cell phones. These employees will have access to the [REDACTED] network to conduct business during working hours only.
- An employee should disclose information or messages from the [REDACTED] network only to authorized employees.
- An employee does not have a personal privacy right in any matter created, received or sent via the [REDACTED] network. An employee should not enter personal matters into the [REDACTED] network. [REDACTED] in its discretion, reserves the right to monitor and to access any matter created, received or sent via the [REDACTED] network system.
- No messages or information should be entered or transmitted via the [REDACTED] network without a good business reason for doing so.
- Even if you have a password for the network, it is impossible to assure the confidentiality of any message created, received or sent from the [REDACTED] network. Any password you use must be known to [REDACTED] as your account may need to be accessed by [REDACTED] in your absence.
- The provisions of [REDACTED] policy on solicitation and distribution apply fully to the [REDACTED] network.
- No messages should be created or transmitted that may constitute intimidating, hostile or offensive material on the basis of sex, race, color, religion, national origin, sexual orientation, disability, or any other status protected by law. [REDACTED] policy against sexual or other harassment applies fully to the [REDACTED] network, and any violation of that policy is grounds for discipline, including discharge.
- [REDACTED] expressly reserves the right to access, retrieve, read, and delete any communication that is created, received or sent via the [REDACTED] network to assure compliance with this and other [REDACTED] policy.

Any employee who becomes aware of misuse of the [REDACTED] network should promptly contact management.

Social Media Policy

“Social media” is the term commonly given to websites and online tools that allow users to interact with each other in some way - by sharing information, opinions, knowledge, and interests. As the name implies, social media involves the building of communities or networks, encouraging participation and engagement.

An employee is expected to conduct him/herself in a professional manner. The use of sound and ethical judgment is expected at all times.

Violating this policy or policies within other sections of this Handbook may result in disciplinary actions up to termination.

Personal blogs should have clear disclaimers that the views expressed by the author in the blog is the author's alone and do not represent the views of [REDACTED]. Be clear and write in first person. Make it clear to the reader that you are speaking for yourself and not on behalf of [REDACTED].

- Information published on your social media should comply with [REDACTED] confidentiality and disclosure of proprietary data policies. This includes but is not limited to comments posted on blogs, forums, and social networking sites.
- Social media activities should not interfere with work commitments.
- Do not reference or cite [REDACTED] clients, partners, or residents.
- [REDACTED] logos and trademarks may not be used without written consent.

[REDACTED] staff is prohibited from taking or using photographs or recordings of residents and posting the same on social media. This would include using any type of equipment (e.g., cameras, smartphones, and other electronic devices) to take, keep, or distribute photographs or recordings on social media.

Telephone Policy

Phone Calls:

The use of business or resident telephones for personal calls is prohibited. Phone calls for you will be forwarded to your unit or work area where a message will be taken. Should we receive an emergency call for you, you will be notified immediately, if possible. Families and friends should be given the [REDACTED] main line phone number ([REDACTED]) for emergency calls.

Cell Phones and Other Personal Communication Devices (PCDs):

Cell phone or other PCD use creates distractions and disrupts regular work routines, the use of personal communication devices of any kind, while on duty, is permitted only during scheduled break times. [REDACTED] requests all cell phones or other PCD to be kept in your locker, vehicle or designated areas for personal belongings.

The use of cell phones or other PCDs to talk or text is permitted in employee break areas only. Public or customer service areas include all resident dining areas, lobbies, halls, restrooms, resident rooms, apartments, and any other public area not listed. Break areas include the employee break room and employee parking areas. The audible alarm of any device must be turned off in all areas of [REDACTED] at all times. They are not to be used for social conversation or texting while on duty.

Absences from your work area to use cell phones or other PCDs outside of designated break times or emergency use will lead to disciplinary actions unless approved by your supervisor.

PLEASE NOTE: This policy *does not apply* to those management staff and any employee whose duties require a cell phone to conduct [REDACTED] business as a part of daily operations and/or to be available for emergency needs at any time. While an authorized management employee is permitted to use his/her business phones on [REDACTED] premises to assure smooth operation of [REDACTED] services, he/she is expected to limit personal calls as per this stated policy.

Equipment Policy

property is extremely valuable. You are a partner in common with others in helping to maintain in good care and condition. Each employee is expected to properly care for equipment and facilities entrusted to his/her care. Willful waste, destruction or theft will result in disciplinary action. property may not be removed from the premises without following proper procedures, including specific approval from the Human Resources Department in advance.

You must not attempt to use any equipment with which you are not familiar without first getting instructions from your supervisor. If any of our equipment is defective, or broken, notify your supervisor immediately so that repairs can be made, or replacements considered.

Employee Safety, Substance abuse, etc.

Smoking Policy

████ is committed to providing a safe, healthy workplace, and to promoting the health and well-being of its employees and residents. An employee must be mindful of the odor smoking leaves on clothing and breath. Residents and co-workers with respiratory conditions may be sensitive to this odor. As a result, the following smoke-free policy has been adopted and shall apply to each employee:

- █████ is a smoke-free and vape-free community.
- Smoking and tobacco use of any kind (including chewing tobacco, snuff, or E-cigarettes, Vapes) is strictly prohibited on the premises of █████
- An employee who smokes or vapes but wishes to stop can be referred to free smoking cessation programs by calling the Faculty and Employee Assistance Program (FEAP) at 434-243-2643 to ask for confidential assistance. An employee will not be permitted to take extra breaks to smoke or vape.

Violations of this policy will result in disciplinary action, including possible termination of employment.

Drug-Free Workspace Policy

The █████ takes the problem of drug and alcohol abuse seriously and is committed to providing a substance abuse-free workplace for its employees. Substance abuse of any kind is inconsistent with the behavior expected of our employees, subjects all employees and visitors to our facilities to unacceptable safety risks, and undermines our ability to operate effectively and efficiently. The █████ has adopted a formal policy related to substance abuse. A copy of the complete policy is contained in this Handbook.

Substance Abuse Policy

Drug Use:

- No person will be hired who is known or suspected to be a user, promoter, or seller of illegal drugs.
- Use or possession of illegal drugs on company premises or during working hours, including break or meal periods, or working under the influence of illegal drugs, is strictly prohibited. Violation of this policy is cause for immediate disciplinary action, including termination.
- An employee who is found to be involved in the sale, solicitation, or dealing in illegal drugs will be discharged from the employment of █████

Prescription Drugs:

An employee required to take prescription or non-prescription medication that may potentially affect job performance is required to report this to his/her supervisor. The supervisor will determine if it is necessary to temporarily place the employee on another assignment to ensure the safety of our employees and the public, or to remove him/her from the workplace.

Alcohol Use:

The use or possession of alcoholic beverages on [REDACTED] premises, except for authorized events, is prohibited. Similarly, reporting to work or performing your job assignment under the influence of alcohol is cause for disciplinary action, including termination.

Drug and Alcohol Screening for Existing an Employee:

An employee may be subject to random alcohol and/or drug screening or screening following any accident or incident involving an employee on [REDACTED] property.

Fitness-For-Duty Policy:

An employee will be screened for substance abuse when fitness for duty can be documented as questionable according to the following established guidelines:

- Any Supervisor with cause to question whether an employee is under the influence of drugs or alcohol must document the reasoning for the suspicion. (Examples: slurred speech, inappropriate behavior, lack of coordination and/or manual dexterity, alcohol odor on breath, drowsiness or sleepiness.)
- The supervisor must have someone witness and confirm the employee's behavior (preferably another supervisory level employee).
- The employee will be confronted regarding unsatisfactory job performance. A request for a drug and/or alcohol-screening test will be made. An employee who agrees to the screening test will be driven to the collection point.
- Failure of the employee to agree to the drug/alcohol test will result in immediate termination for violation of company policy. The discharge report will read: "Failure to obey a written policy of [REDACTED] Not eligible for rehire."
- In either case, the employee will be removed from the workplace and assisted to an appropriate place, including home.
- The immediate supervisor will contact Human Resources and the appropriate Department Head regarding the employee's inability to perform job duties and questionable substance use.
- If the drug and/or alcohol testing is positive, the employee may be referred to an employee assistance center. Continued employment or re-instatement of the employee will be at the sole discretion of [REDACTED] If employment is continued or reinstated, the employee must report to Human Resources prior to returning to work.
- If an employee is allowed to return to work after completing treatment, random screening will be done for one year with close follow-up through an appropriate professional referral source. A signed contract will be made with the employee stating the specific expectations of [REDACTED] aftercare follow-up.

Workplace Violence

Acts or threats of violence by any employee or former employee, against any other [REDACTED] employee, resident, or visitor, are strictly prohibited. Employees, visitors, and residents are strictly prohibited from possessing firearms and other weapons on [REDACTED] premises.

In furtherance of this policy, an employee has a duty to warn management, security personnel, or personnel representatives of any suspicious workplace activity or situations or incidents that he/she observes or that he/she is aware of that involve other employees, former employees, residents, or visitors and that appear concerning. This includes, for example, threats or acts of violence, aggressive behavior, offensive acts, threatening or offensive comments or remarks. Employee reports made pursuant to this policy will be held in confidence to the extent possible. [REDACTED] will not participate in or condone any form of retaliation against any employee for making a report under this policy.

Personal Conduct

While the following list is not all-inclusive, some of the violations that can result in disciplinary action, including termination, are:

1. Discussion of confidential information pertaining to residents or other employees with persons not authorized to receive such information.
2. Abuse, neglect, mistreatment, or exploitation of any resident.
3. Failing to exercise proper custodial responsibility of [REDACTED] keys assigned to your care.
4. Disregard for corporate policy.
5. Inability to get along with others.
6. Failure to report other employment.
7. Discussing personal and/or work problems with residents and/or visitors.
8. Refusal to accept or follow orders or directions from proper authority, or any other form of insubordination.
9. Refusing to follow an order from a supervisor.
10. Misrepresentation or omission of facts in seeking employment.
11. Falsification of time records, clocking of another employee's time, or having another employee clock your time.
12. Making or permitting a false record relating to any official document or form.
13. Defacing, damaging, or destroying property of [REDACTED] or of another employee.
14. Possession or consumption on [REDACTED] premises, or reporting to work under the influence of, intoxicants or illegal drugs.
15. Theft, pilferage, or unauthorized removal of property of [REDACTED] residents, or others.
16. Abusing [REDACTED] equipment or property or using any piece of equipment or property without being authorized to do so.
17. Bringing in, possessing, or using weapons or explosives on [REDACTED] premises without prior management approval.
18. Assisting any person to gain unauthorized entrance to any portion of [REDACTED] premises.
19. Failure to follow required safety procedures, or careless or negligent use or operation of [REDACTED] tools, equipment, or vehicles.
20. Repeated absence or tardiness; failure to report to work without satisfactory reason, or unexcused absence of two consecutive workdays.
21. Fighting or causing bodily injury to another employee, or other forms of disorderly conduct.
22. Failure to follow departmental guidelines for reporting absence or lateness.
23. Interfering with, obstruction of, or otherwise hindering the production or work performance of another employee.
24. Originating or spreading false statements concerning an employee or [REDACTED]
25. Engaging in horseplay, running, scuffling, or throwing objects on [REDACTED] property.

26. Immoral or indecent conduct on [REDACTED] property.
27. Leaving work area without permission, wasting time, loitering, or sleeping during working hours.
28. Displaying inefficiency or the lack of application or effort on the job.
29. Abusive language. Using profane language on [REDACTED] property, which in management's opinion is offensive to residents, visitors and/or other employees.
30. Harassment, in any form, of or by an employee or non-employee.
31. Contributing to unsanitary conditions.
32. Intimidating, threatening, or assaulting another employee or non-employee.
33. Violations of [REDACTED] policy on fair treatment, equal opportunity, and non-discrimination.
34. Other misconduct that threatens the health, safety, or well-being of residents, or adversely impacts [REDACTED]

Violations of [REDACTED] policies outlined above or within other sections of this Handbook, or habitual offenders of any [REDACTED] rules, may be handled in accordance with the progressive discipline policy. However, as described in the policy on Progressive Discipline, circumstances may warrant deviation from normal progressive discipline procedures and may include any level of discipline including immediate termination. In certain cases, a supervisor may suspend an employee from work, pending management review.

Use of [REDACTED] Vehicles Policy

All personal use of [REDACTED] vehicles is prohibited without the knowledge of management and be on the approved driving list through Human Resources in order to drive a company vehicle. Please see your manager with questions. You will also be required to sign the Driving and Safety policies before you get behind the wheel. If you operate a facility vehicle, you must follow these rules:

- You must possess a valid operator's license.
- You are responsible for the safe and legal operation of the vehicle and the proper securing of all residents and cargo.
- You are responsible for checking the vehicle at the beginning of each trip for safety and maintenance features and for reporting needed maintenance or other vehicle problems to your supervisor. A designated staff member will be responsible for ensuring routine service is completed on the vehicles.
- All doors should be locked when the vehicle is unattended, and all items (trash, etc.) must be removed after use.
- Drivers and passengers must wear seatbelts at all times.
- All accidents must be reported promptly. Failure to do so may result in termination.
- Smoking is not permitted in [REDACTED] vehicles.

Remember – the vehicle is your complete responsibility when in your use or scheduled for your use!

Motor vehicle report checks will be made on a periodic basis on each employee who operates a [REDACTED] vehicle. An employee will be asked to sign a release authorizing [REDACTED] to obtain such a report check.

Security Inspections Policy

To protect the best interests of the company and employees at [REDACTED] will take whatever measures are necessary, including the use of surveillance cameras throughout the facility, to determine the unauthorized removal of [REDACTED] residents, or other property from [REDACTED] premises.

[REDACTED] reserves the right to search for missing property and to investigate suspicious activities at our facilities. Moreover, [REDACTED] facilities contain valuable property that remains the property of [REDACTED] reserves the right to inspect and search all areas of our premises at any time, without notice, and to question individuals on our premises concerning the suspected unauthorized removal of [REDACTED] resident, or other property from [REDACTED] premises.

Measures that may be used include, but may not be limited to, searches of people and of personal property located on [REDACTED] premises.

Company Property:

[REDACTED] owned, leased, or controlled desks, storage areas, work areas, lockers, file cabinets, and vehicles are [REDACTED] property and must be maintained according to this policy. All such areas are to be used for authorized work purposes only. [REDACTED] reserves the right, at all times, and without prior notice, to inspect any and all [REDACTED] property for the purpose of determining if this policy or any other [REDACTED] policy has been violated. Such inspections may be conducted during or after business hours and will be made in the presence of a witness.

Employee Property:

All employee vehicles and containers (including, but not limited to bags, boxes, purses, briefcases, lunch containers, etc.) brought on to [REDACTED] property are subject to inspection by [REDACTED] any time [REDACTED] has a reasonable suspicion that this policy has been violated and such an inspection is reasonably necessary in the investigation of such violation(s).

Unauthorized possession or removal of property belonging to [REDACTED] residents, or others may result in immediate discharge.

Personal Visitors Policy

You may not have visitors (including your spouse and children) on the premises during working hours except with permission from your department supervisor. Any approved visitor is to be directed to the receptionist at the Reception Desk located in the residential lobby.

You are expected to leave [REDACTED] promptly after completing your work shift. An off-duty employee is not permitted to visit on-duty employees.

Visiting Resident's Living Units Policy

An [REDACTED] employee may enter residential living units **ONLY** for job-related reasons and with the full knowledge of his/her supervisor. Additionally, an employee may not accept invitations from residents for meals in the dining room or elsewhere.

Exceptions to this policy may be made in cases where a resident is related to any employee; however, the appropriate supervisor must be informed prior to the occasion.

General Safety Policy

An employee is responsible for following all safety rules for using equipment furnished by [REDACTED]. It is your duty to report any unsafe or defective conditions, working tools, or equipment to your supervisor.

Reporting of all job-related injuries should be done immediately, and certainly before the end of the work shift in which the injury occurs. Failure to do so may result in disciplinary action and could lead to loss of benefits. Please refer to your supervisor or Department Head for safety instructions specific to your job duties.

Infection Control Policy

Each employee is responsible for the implementation of [REDACTED] Infection Control Program, as appropriate, in an attempt to prevent and/or contain communicable diseases.

Per the CDC: "It's likely that flu viruses and the virus that causes COVID-19 will both spread this fall and winter. Healthcare systems could be overwhelmed treating both patients with flu and patients with COVID-19. This means getting a flu vaccine during 2020-2021 is more important than ever. While getting a flu vaccine will not protect against COVID-19, there are many important benefits, such as: Flu vaccines have been shown to reduce the risk of flu illness, hospitalization, and death. Getting a flu vaccine can also save healthcare resources for the care of patients with COVID-19."

Each employee is required to receive an annual flu shot provided by [REDACTED] unless he/she signs a waiver provided by [REDACTED]. If you choose not to get a flu shot, you will be required to wear a face mask throughout flu season in accordance with the facility policy*.

Please note that face masks are mandatory for all staff at all times due to COVID-19.

Hazardous Material Policy

[REDACTED] has in place a written hazardous materials communication program. Each department has a notebook located in a convenient place to each employee that contains this program and the Material Safety Data Sheets (MSDS) on each chemical that is used in that department.

It is the responsibility of each employee to familiarize him/herself with the Hazardous Material program, the MSDS sheets in his/her department and the appropriate actions that should be taken in the event of a spill or exposure to a hazardous material.

In order to provide for the safe, appropriate handling and disposal of hazardous materials/waste, [REDACTED] will comply with federal/state/local laws and regulations regarding the identification, handling, transportation and disposal of hazardous materials/waste (i.e., Environmental Protection Agency guidelines, OSHA guidelines, and Medical Waste Tracking Act). Each employee who works with or is potentially exposed to chemical or biological hazards will receive training concerning the labeling, handling, and disposal of hazardous substances, and what steps to take if there is a spill.

Hazardous Material/Waste includes, but is not limited to:

- Blood products
- Infectious waste
- Laboratory specimens
- All materials and wastes that require special handling

If you have any questions about how hazardous waste should be handled or stored, see your supervisor or Department Head immediately.

██████ is committed to not creating or disposing of hazardous waste that will contaminate the environment. We will choose non-hazardous alternatives whenever this is possible and will properly dispose of hazardous materials if used.

Discrimination, ADA, harassment, etc.

Discrimination Is Prohibited Policy

The [REDACTED] is an equal opportunity employer and makes all employment decisions without regard to race (including traits that are historically associated with race, such as hair texture and protective hairstyles, including braids, locks, and twists), religion, color, sex (including pregnancy, sexual orientation and gender identity), national origin, disability, age, genetic information, military status or any other status protected under applicable federal, state or local laws. This policy applies to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefits, compensation, and training. We seek to comply with all applicable federal, state and local laws related to discrimination and will not tolerate interference with the ability of any of the [REDACTED] employees to perform their job duties.

The [REDACTED] makes decisions concerning employment based strictly on an individual's qualifications and ability to perform the job under consideration, the comparative qualifications and abilities of other applicants or employees, and the individual's past performance within the organization.

If you believe that an employment decision has been made that does not conform with management's commitment to equal opportunity, you should promptly bring the matter to the attention of your immediate supervisor, designated manager or Human Services. Your complaint will be promptly, thoroughly and impartially investigated. There will be no retaliation against any employee who files a complaint in good faith, even if the result of the investigation produces insufficient evidence to support the complaint.

Americans With Disabilities Act Policy

The federal Americans with Disabilities Act (ADA) prohibits discrimination against qualified individuals with disabilities in job application procedures, hiring, firing, advancement, compensation, fringe benefits, job training, and other terms, conditions and privileges of employment. The ADA does not alter the [REDACTED] right to hire the best-qualified applicant, but it does prohibit discrimination against a qualified applicant or employee because of his or her disability, or because of a perceived disability. As a matter of [REDACTED] policy, the [REDACTED] prohibits discrimination of any kind against people with disabilities.

Disabled Defined

An applicant or employee is considered disabled if he or she (1) has a physical or mental impairment that substantially limits one or more major life activities; (2) has a record or past history of such an impairment; or (3) is regarded or perceived (correctly or incorrectly) as having such impairment.

A qualified employee or applicant with a disability is an individual who satisfies the requisite skill, experience, education and other job-related requirements of the position held or desired, and who, with or without reasonable accommodation, can perform the essential functions of that position.

Reasonable Accommodation

A reasonable accommodation is any change in the work environment (or in the way things are usually done) to help a person with a disability apply for a job, perform the duties of a job, or enjoy the benefits and privileges of employment.

Qualified applicants or employees who are disabled should request reasonable accommodation from the [REDACTED] in order to allow them to perform a particular job. If you are disabled and you desire such reasonable accommodation, contact your immediate supervisor, designated manager or Human Services. On receipt of your request, we will meet with you to discuss your disability. We may ask for information from your health care provider(s) regarding the nature of your disability and the nature of your limitations or take other steps necessary to help us determine viable options for reasonable accommodation. We will then work with you to determine whether your disability can be reasonably accommodated, and if it can be accommodated, we will explore alternatives with you and endeavor to implement a mutually agreeable accommodation.

Reasonable accommodation may take many forms and it will vary from one employee to another. Please note that according to the ADA, the [REDACTED] does not have to provide the exact accommodation you want, and if more than one accommodation works, we may choose which one to provide. Furthermore, the [REDACTED] does not have to provide accommodation if doing so would cause undue hardship to the [REDACTED].

Workplace Harassment Policy

The [REDACTED] is committed to providing a work environment that provides employees equality, respect, and dignity. In keeping with this commitment, the [REDACTED] has adopted a policy of "zero tolerance" with regard to employee harassment. Harassment is defined under federal law as unwelcome conduct that is based on race, color, religion, sex (including pregnancy, sexual orientation and gender identity), national origin, age (40 or older), disability or genetic information. Harassment becomes unlawful where: (1) enduring the offensive conduct becomes a condition of continued employment; or (2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile or abusive.

This policy applies to all aspects of your employment. Harassment of any other person, including, without limitation, fellow employees, contractors, visitors, clients or customers, whether at work or outside of work, is grounds for immediate termination. The [REDACTED] will make every reasonable effort to ensure that its entire community is familiar with this policy and that all employees are aware that every complaint received will be promptly, thoroughly and impartially investigated, and resolved appropriately. The [REDACTED] will not tolerate retaliation against anyone who complains of harassment or who participates in an investigation.

Sexual Harassment

Procedures for Reporting and Investigating Harassment Policy

Employees should report incidents of inappropriate behavior or sexual harassment as soon as possible after the occurrence. Employees who believe they have been harassed, regardless of whether the offensive act was committed by a manager, co-worker, vendor, visitor or client, should promptly notify their immediate supervisor, designated manager or Human Services. If the employee's immediate supervisor is involved in the incident, the employee should report the incident to the [REDACTED] - HR Director. The [REDACTED] takes claims of

harassment seriously, no matter how trivial a claim may appear. All complaints of harassment, sexual harassment, or other inappropriate sexual conduct will be promptly, thoroughly and impartially investigated by the [REDACTED]

The [REDACTED] prohibits retaliation against any employee who files or [REDACTED] a harassment claim. To the extent possible, all complaints and related information will remain confidential, except to those individuals who need the information to investigate, educate or take action in response to the complaint.

All employees are expected to cooperate fully with any ongoing investigation regarding a harassment incident. Employees who believe they have been unjustly charged with harassment can defend themselves verbally or in writing at any stage of the investigation.

To protect the privacy of persons involved, confidentiality will be maintained throughout the investigatory process to the extent practicable and appropriate under the circumstances. Investigations may include interviews with the parties involved, and, where necessary, individuals who may have observed the alleged conduct or who may have relevant knowledge.

At the conclusion of a harassment investigation, the complainant and the alleged “harasser” will be informed of the determination. Where appropriate, the “harasser” and the “victim” may be offered mediation or counseling through an employee assistance program (EAP).

Penalties for Violation of Anti-Harassment Policy

If it is determined that inappropriate conduct has occurred, the [REDACTED] will act promptly to eliminate the offending conduct, and take such action as is appropriate under the circumstances. Such action may range from counseling to termination of employment and may include such other forms of disciplinary action (such as, for example, suspension), as the [REDACTED] deems appropriate under the circumstances and in accordance with applicable law.

COBRA Policy

Federal law generally requires employers with 20 or more employees to give employees, spouses and dependent children the right to continue group health benefits for limited periods of time under certain circumstances, such as voluntary or some types of involuntary job loss, reduction in hours worked, death, divorce and other life events. Employees ordinarily may continue their health coverage for up to 18 months when their employment is terminated.

Virginia law generally requires employers with fewer than 20 employees to give employees, spouses and dependent children the right to continue group health benefits for limited periods of time under certain circumstances, such as termination of the employee’s eligibility for coverage prior to that person becoming eligible for Medicare or Medicaid benefits. Under Virginia law, employees ordinarily may continue their health coverage for up to 12 months.

Working hours

Work Hours and Overtime Policy

For payroll purposes, the normal workweek begins at 12:00 a.m. on Wednesday and ends at 11:59 p.m. the following Tuesday.

Because [REDACTED] must render uninterrupted service throughout the day, week, and year, work hours vary by department. Department supervisors are responsible for making and posting the schedule for his/her department. Employees must check with their supervisor for the location of the department's schedule. If the schedule is posted electronically, it is still the employee's responsibility to check his/her schedule.

Requests for time off should be made to your supervisor at least 1 month in advance. Time off needed after the schedule is complete and posted requires the employee to find another employee to cover their shift or switch shifts. While this may facilitate approval of your request, it does not guarantee such approval, as the Supervisor has the final determination. Once the schedule change has been approved, the employee is no longer responsible for that shift.

OVERTIME

Employees are employed to work a scheduled workday and a scheduled workweek. An employee will receive overtime pay for hours that exceed 40 hours in the work week or 80 hours in the bi-weekly period. By accepting employment at [REDACTED] the employee agrees that the work week begins at 12:00 am on Wednesday and ends at 11:59 p.m. the following Tuesday. The pay schedule is bi-weekly consisting of 80 hours.

Entitlement to overtime is based on "hours worked". Paid Time Off is not considered part of "hours worked" for overtime purposes. All overtime is payable at the rate of 1 ½ times the hourly rate.

Should an employee have questions about his/her paycheck, he/she should see their supervisor.

Occasionally, you may be requested to work a shift other than the one to which you are primarily assigned. Your supervisor will coordinate these changes and make other adjustments as necessary. Since we provide services to residents 365 days a year, you likely will be required to work on some holidays.

Absence Policy

You may request permission from your supervisor to leave your job in the event of an emergency, or other personal business that cannot be attended to outside your normal working hours. Your supervisor will consider the urgency of your request and the time when you can best be spared. You must clock out to record your time when leaving the premises on personal matters, and clock-in when you return. If at all possible, please schedule appointments during non-working hours. However, in emergency situations where this is not possible, you may request the necessary time off through your supervisor.

Holding Other Jobs Policy

An [REDACTED] employee is not permitted to hold employment with another organization or have any business interest that may, in any way, interfere with performance of his/her duties for [REDACTED]

Attendance Policy

Timely and regular attendance is required of each [REDACTED] employee. To ensure adequate staffing, positive employee morale, and to meet expected productivity standards throughout the organization, an employee will be held accountable for adhering to his/her workplace schedule.

An employee is deemed absent when he/she is unavailable for work as assigned/scheduled and such time off was not scheduled/approved in advance as required by department notification procedure. An employee is deemed to be tardy when he/she:

- Fails to report for work at the assigned/scheduled work time. In these instances, managers may replace the tardy employee for the full shift.
- Leaves work prior to the end of assigned/scheduled work time without prior supervisory approval.
- Takes an extended meal or break period without approval.

Timekeeping Policy

Employee work hours are recorded through the use of an automated time accounting system.

A non-exempt (hourly) employee is required to accurately and completely record his/her time worked. Time is recorded electronically through the use of a time clock. If the employee fails to clock in or out or has a problem with the time clock, they are to notify their supervisor or designee **immediately**.

Each employee is required to clock in upon arrival to scheduled shifts and clock out at the end of scheduled shifts. Employees are also required to clock out any time they leave [REDACTED] premises and clock in upon their return. Unless leaving the property, an employee is not required to clock out for lunch; however, must leave the work area for the meal break. No employee is permitted to work while clocked out or on lunch. Additionally, an employee is not to work any overtime unless authorized by his/her supervisor. An employee is expected to work the hours assigned, should not clock in before the time assigned, and should clock out after completing his/her work shift.

At no time shall any employee record the time of another employee or have another employee record his/her time. Altering or falsifying time records may result in the dismissal for any or all employees involved.

For the purpose of accounting, employees may punch in up to 7 minutes before the shift starts, and the time will be rounded to the start of the shift. An employee will be considered late if they punch in after the time they are scheduled to be at work. At the end of a shift, the employee has 7

minutes to punch out, with the time rounded back to the scheduled end of the shift. Any time over 15 minutes will be considered overtime and must have the prior approval of the employee's supervisor.

An employee is required to follow established guidelines for recording his/her actual hours worked. A missed clock in/out is a violation of this policy and includes:

- Failure to clock in/out on his/her designated time clock at the beginning and/or end of his/her assigned shift;
- Failure to accurately and timely report time worked.
- Clocking in/out of assigned shift early or late without prior approval.

Departmental Notification Procedure

An employee is expected to follow departmental notification procedures if he/she will be late for work, will not be at work, or are requesting planned time away from work. An employee must obtain advance supervisory approval, in accordance with departmental procedure, for any adjustment in an assigned shift.

At the time of notification/call, the employee must notify his/her supervisor when an absence is due to a documented/approved leave of absence (e.g. Military Leave, FMLA) in order to ensure appropriate tracking of leave utilization and absenteeism. Each [REDACTED] department may have its own call-out procedure; confirm your department's call out procedure with your Department Head.

An employee who fails to call in and report to work as scheduled for two work days may be viewed as having abandoned his/her position and employment may be terminated. The supervisor should consult with Human Resources if this situation occurs.

Incidents of not following the departmental notification procedures, including No-Call/No-Show, will be addressed in accordance with the Progressive Discipline policy.

Progressive Discipline Attendance Policy

Supervisors should monitor each employee's attendance on a regular basis and appropriately address unsatisfactory attendance. If a supervisor notices a pattern of unscheduled usage of accrued time off banks, he/she should discuss this concern with the employee.

When an employee has been previously counseled under the Progressive Discipline Policy, the totality of the circumstances will be assessed when determining further action. For situations involving suspension or termination of employment, the supervisor should consult with Human Resources prior to implementing disciplinary action.

Timely and regular attendance is a performance expectation of each [REDACTED] employee. Consequently, an employee who has exhibited unsatisfactory attendance which resulted in disciplinary action (written or final) during the course of the year may have the behavior documented in his/her annual evaluation.

OCCURRENCES

An occurrence is documented as an absence, tardy or missed time clock in/out. While an absence refers to a single failure to be at work, an occurrence may cover consecutive absent days when an employee is out for the same reason.

The following grid is designed to provide guidelines when addressing the total number of occurrences in a rolling 6-month period, provided that the reason for an occurrence is not protected under FMLA or ADAAA. However, [REDACTED] will consider attendance [REDACTED] on a case-by-case basis and may determine the

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appropriateness of a particular disciplinary action without necessarily proceeding progressively through each step.

Occurrences:	Occurrence/days	Discipline step and action
1 Occurrence is equal to:	3 Occurrences	Step 1: Verbal Advisory
• 1 Absence	4 Occurrences	Step 2: Written Advisory
• 2 Tardies	5 Occurrences	Step 3: Final Written Advisory
• 2 Missed Clocks	6 Occurrences	Step 4: Termination

Single Day of No Call/ No Show	1 occurrence	Step 1: Written Advisory
	2 occurrences	Step 2: Termination

Cell Phone, Smart Watch and Air Pod Use Policy

Purpose: This policy outlines guidelines for the appropriate use of cell phones, smartwatches, and Air Pod by employees at [REDACTED]. The goal is to ensure a productive work environment while respecting residents' privacy and safety.

Scope:

This policy applies to all employees, contractors, and volunteers.

It covers both personal and work-provided cell phones, smartwatches, and air pods.

General Guidelines:

Cell phones and smart watches are allowed during breaks or designated times only.

Phones must be silenced during work hours to minimize disruptions.

Employees should prioritize resident care over personal phone use.

Progressive Disciplinary Action:

Violations of this policy will result in progressive disciplinary action, which may include:

Verbal Warning: First offense. The employee will receive a verbal warning from their supervisor.

Written Warning: Second offense. The employee will receive a written warning detailing the violation.

Suspension: Third offense. The employee may face a temporary suspension.

Termination: Repeated violations or severe breaches may lead to termination of employment.

Reporting Violations:

Employees should report policy violations to their immediate supervisor.

Supervisors will document incidents and follow the progressive discipline process.

Smart Watches and Air Pods:

Smartwatches and Air Pods fall under the same guidelines as cell phones.

Employees should use smart watches discreetly and avoid disrupting resident care.

Emergency Situations:

In emergencies, employees may use cell phones or smart watches to call for help.

Notify your supervisor immediately if you need to use your device during an emergency.

Confidentiality and Privacy:

Employees must respect residents' privacy and confidentiality.

Do not take photos, videos, or record audio without proper authorization.

Enforcement:

Human Resources will oversee policy enforcement.

Employees are responsible for understanding and adhering to this policy.

By following this policy, we create a respectful and efficient work environment that prioritizes resident [REDACTED]

[REDACTED] Violations will be addressed consistently and fairly. If you have any questions, consult your supervisor or the HR department.

Conflicts of Interest Policy

An employee has an obligation to conduct him/herself so as to avoid any actual, potential, or apparent conflicts of interest. In general terms, this requires that the employee avoid any situation or circumstance that may cause the employee to put his/her interests before that of [REDACTED] or [REDACTED] residents. An employee is required to disclose any actual or potential conflicts of interest to the Human Resource Department. Contact the Human Resources Director for more information or with questions about conflicts of interest.

Pay Transparency

Pay Transparency Act (VA Code 40.1-28.7:9)

[REDACTED] will comply in accordance to the Pay Transparency act which prohibits an employer from discharging or taking other retaliatory action against employees for discussing their pay or any other employees' pay.

Time off & leave

Paid Time Off (PTO)

PAID TIME OFF (PTO) BENEFITS

- All full-time and part-time employees will accrue PTO from the date of hire. An employee can utilize annual leave once they have completed 90 days of continuous employment. Accrual rating based on the number of Regular hours worked per pay period. Overtime hours are excluded from the accrual PTO will not be considered hours worked for the purpose of calculating overtime.
- Paid Time Off (PTO) Days Accrued:

Full Time Employees

Paid Time Off (PTO) Days Accrued:

<i>All full-time employees will accrue PTO from the date of hire. An employee can utilize annual leave once he/she has completed 90 days of continuous employment. (Accrual rate based on the number of Regular hours worked per pay period. OT hours are excluded from the accrual.)</i>	
Length of Service	PTO Accrued Maximum
0 - 4 years	20 days (160 hours)
5 - 10 years	23 days (184 hours)
10 - 15 years	26 days (208 hours)
15+ years	30 days (240 hours)

Part Time Employees

Paid Time Off (PTO) Days Accrued:

<i>All full-time employees will accrue PTO from the date of hire. An employee can utilize annual leave once he/she has completed 90 days of continuous employment. (Must work 20 hours weekly to qualify for accrual)</i>	
Length of Service	PTO Accrued Maximum
0 - 4 years	10 days (80 hours)
5 - 15 years	12 days (92 hours)
15+ years	15 days (120 hours)

Paid Time Off (PTO) Maximum Carry Over:

<i>Any PTO hours above the Carry Over Maximum will be forfeited. Employees are encouraged to use, donate or sell back their PTO.</i>	
Length of Service	PTO Carry Over Maximum
0 - 4 years	40 days (320 hours)
5 - 10 years	46 days (368 hours)
10 - 15 years	52 days (416 hours)
15+ years	60 days (480 hours)

Paid Time Off (PTO) Maximum Carry Over:

<i>Any PTO hours above the Carry Over Maximum will be forfeited. Employees are encouraged to use, donate or sell back their PTO.</i>	
Length of Service	PTO Carry Over Maximum
0 - 4 years	20 days (160 hours)
5 - 15 years	24 days (192 hours)
15+ years	30 days (240 hours)

Effective October 1, 2023, employees may Sell Back PTO hours in accordance to policy below:

Paid Time Off (PTO) Sell Back Benefit

Employees may cash out up to a maximum of 80 PTO hours, providing that at least 40 PTO hours remain to cover unanticipated absences. The Executive Director must approve the Sell Back request, and employees must secure approval 1 week before the payroll run. The payout will coincide with the current pay date.

- PTO as Vacation

PTO time that is used for vacation may be taken at any time after successful completion of 90 days of continuous employment and with approval by the supervisor. The request for PTO must be submitted in writing in advance. Request forms are available in each department. When the PTO leave request of one eligible employee conflicts

with the request of another eligible employee, leave is granted to the employee with the earlier submission date. If the submission dates are identical, priority will be given to the request of the senior employee.

- PTO as Sick Leave

PTO is also used for days when illness prevents you from coming to work. It enables you to take the time, get well and return to work without missing pay. The hours missed are subtracted from your PTO accrual.

- "Old" Sick Leave

An employee who has accumulated "sick leave" prior to January 1, 2016 are able to use this benefit after he/she has exhausted his/her PTO. This benefit is available for purposes such as FMLA. This benefit will not be paid out upon resignation/termination.

- PTO upon Separation

In the event of resignation, and when proper notice has been given, any accrued, unused PTO will be paid as described under SEPARATION OF EMPLOYMENT. Any employee who is terminated will forfeit payment of unused PTO.

- Holidays and PTO

An Employee may take PTO in conjunction with a recognized holiday, provided there is adequate staffing in his/her department and with prior Department Head approval.

Jury Duty Policy

The [REDACTED] encourages employees to fulfill their civic duties. To that end, employees will be allowed leave to serve on a jury, if summoned. We request that you give us a copy of your summons notice as soon as you receive it, so that we may keep it on file. The [REDACTED] will provide additional documentation in this regard, if necessary, to obtain a postponement.

Jury duty can last from a portion of a single day to several months or more. During this time, you will be considered on a leave of absence and will be entitled to continue to participate in insurance and other benefits as if you were working. While serving on jury duty, you are expected to call in to your supervisor periodically to keep him or her apprised of your status.

The [REDACTED] will compensate full-time employees for the difference between jury duty compensation and your current daily pay for the first of jury service (or in accordance with applicable law, if different). If additional time is required, it will be granted, but without pay.

Family and Medical Leave Policy

A note about leave benefits

Employees may be entitled to leave benefits under federal, state and local laws. Additional benefits may apply during public emergencies and health crises. The policies in this handbook are based on established federal and state requirements. **Employees should contact Human Services to learn more about short-term leave benefits provided by temporary, emergency laws.**

████ employees may be eligible to take unpaid family and medical leave under the federal Family and Medical Leave Act (FMLA). This policy provides an introduction to the rights and provisions of the federal FMLA. The Department of Labor's (DOL's) model notice is attached to this policy and further explains the FMLA. If you have questions about the FMLA, please contact Human Services.

Eligibility

To be eligible for leave, you must have been employed by the █████ for at least 12 months. In the 12 months immediately preceding the beginning of the leave, you must also have worked at least 1,250 hours to qualify for federal FMLA. In addition, 50 or more █████ employees must be employed within 75 miles of the office or worksite where you work.

Amount of Leave Available

Eligible employees may take up to a total of 12 weeks of FMLA leave within a 12-month period. Please contact Human Services for more information about how the 12-month period is calculated for FMLA leave. FMLA can be used for:

- The birth of an employee's child or the placement of a child with the employee for adoption or foster care
- To care for the employee's spouse, child or parent with a serious health condition
- The employee has a serious health condition that makes them unable to perform the functions of their job
- A qualifying exigency that arises because the employee's spouse, child, parent or next of kin is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces.

When leave is taken to care for a covered service member with a serious injury or illness, a spouse, child, parent or next of kin may take up to 26 weeks of unpaid FMLA leave during a single 12-month period (different calculations may apply for military exigency). Eligible employees are limited to a total of 26 workweeks of FMLA-protected leave during that 12-month period. For example, an employee cannot take 26 workweeks of FMLA leave to care for a covered service member and then take 12 more weeks for other FMLA qualifying reasons.

Under the federal FMLA, spouses employed by the █████ are jointly entitled to a combined total of 12 weeks of leave for the birth of a newborn child, for the placement of a child for adoption or foster care or to care for a parent who has a serious health condition. The federal FMLA does not cover care for parents-in-law. Spouses employed by the █████ are jointly entitled to a combined total of 26 weeks of leave to care for a covered service member.

Types of Leave Available

Birth or placement for adoption or foster care: FMLA leave is available to eligible male and female employees for the birth of a child or for the placement of a child with the employee for purposes of adoption or foster care. FMLA leave must be completed within 12 months of the birth or placement. This type of leave may not be taken intermittently or on a reduced schedule unless the █████ agrees to this request. See below for more details on noncontinuous leave.

Serious health condition of employee: If, as an eligible employee, you experience a serious health condition as defined by the FMLA, you may take medical leave under this policy (see "Definitions" for the definition of serious health condition). A serious health condition generally occurs when you:

- Receive inpatient care in a hospital, hospice or nursing home

- Suffer a period of incapacity accompanied by continuing outpatient treatment or care by a healthcare provider
- Have a history of a chronic condition that may cause episodes of incapacity

The following provisions apply to leave for the serious health condition of an employee:

- **Noncontinuous leave**—Medical leave may be taken all at once or, when medically necessary, intermittently or on a reduced leave schedule (see below).
- **Certification process**—The need for leave must be documented by your treating health care provider through our medical certification process (see below).
- **Fitness-for-duty statement**—A fitness-for-duty statement will be required in order for you to return from medical leave. Failure to provide the statement will result in a delay in your return to work.

Serious health condition of immediate family member: If, as an eligible employee, you need family leave in order to care for your child, spouse or parent who experiences a serious health condition as defined by the FMLA (see “Definitions” for definitions of child, spouse, parent and serious health condition), you may take a leave under this policy.

- **Noncontinuous leave**—Leave may be taken all at once or, when medically necessary, intermittently or on a reduced leave schedule (see below).
- **Certification process**—The need for leave must be documented by the family member’s treating health care provider through our medical certification process (see below).

Qualifying exigency because of active duty: If, as an eligible employee, you need family leave because of any qualifying exigency arising out of the fact that your spouse, son, daughter or parent is on covered active duty in the armed forces (including the National Guard or Reserves), or has been notified that they will be called or ordered to covered active duty in the armed forces (including the National Guard or Reserves), you may take family leave under this policy. (See “Definitions” for a definition of qualifying exigency)

- **Noncontinuous leave**—Family leave for any qualifying exigency arising out of the covered active duty of a family member may be taken all at once, intermittently or on a reduced leave schedule (see below).
- **Certification process**—The need for leave must be documented through our certification process (see below).

Service member family leave: If, as an eligible employee, you need family leave to care for a covered service member who is your spouse, child, parent or next of kin and who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is otherwise on the temporary disability retired list for a serious injury or illness, you may take up to 26 weeks of unpaid leave during a single 12-month period under this policy. (See “Definitions” for a definition of covered service member and serious injury or illness)

An eligible employee may take service member family leave to care for a covered veteran who is the employee’s spouse, child, parent or next of kin and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. (See “Definitions” for a definition of covered veteran)

- **Noncontinuous leave**—Service member family leave may be taken all at once or, when medically necessary, intermittently or on a reduced leave schedule (see below).
- **Certification process**—The need for leave must be documented by the family member’s treating health care provider through our medical certification process (see below).

Providing Notice

Failure to provide adequate notice may, in the case of foreseeable leave, result in a delay of leave. It is your responsibility to notify your manager and Human Services of absences that may be covered by the FMLA.

You must provide sufficient information regarding the reason for an absence for the [REDACTED] to know that protection may exist under this policy. Failure to provide this information will result in delay or forfeiture of rights under this policy. This means the absence may then be counted against your record for purposes of discipline for attendance or similar matters.

Generally, an application for leave must be completed for all leave taken under this policy. Nonemergency leave should generally be requested from Human Services at least 30 days, or as soon as practical, in advance of the date the leave is expected to begin.

In cases of emergency, you (or your representative, if you are incapacitated) should give verbal notice as soon as possible, and the application form should be completed as soon as practical.

Medical Certification Process

In addition to an application for leave, you will be required to complete a medical certification form when leave is for a family member's or your own serious health condition. The certification form needs to be signed by the health care provider. The short-term disability certification may be sufficient where the information required is duplicative. These forms are available from Human Services. Second or third certifications from health care providers and periodic recertification at the [REDACTED] or your expense may be required under certain circumstances.

We may also require periodic reports during federal FMLA leave regarding your status and intent to return to work.

Military Family Leave Certifications

In addition to an application for leave, you will be required to complete a Certification of Qualifying Exigency for Military Family Leave form when leave is for a qualifying exigency. A copy of the military member's active-duty orders or other military documentation may also be required to substantiate your need for FMLA leave.

If you request leave to care for a covered service member with a serious injury or illness, you will be required to complete a medical certification form, which must be signed by the service member's health care provider. The certification form will request additional information, such as information regarding the relationship between you and the covered service member, to substantiate your need for FMLA leave.

Noncontinuous Leave

Intermittent or reduced leave will be permitted only when it is medically necessary or for a qualifying exigency, as explained above. In all cases, the total amount of leave taken in a calendar year should not exceed your total allotment as defined earlier in this policy.

Intermittent and reduced scheduled leave must be scheduled with minimal disruption to an employee's job. To the extent possible, medical appointments and treatments related to an employee's or family member's serious health condition should be scheduled outside of working hours or at such times that allow for a minimal amount of time away from work.

If you request non-continuous federal FMLA leave which is foreseeable based on planned medical treatment for yourself, a family member or a covered service member, you may be required to transfer temporarily to an available alternative position offered by the [REDACTED] for which you are qualified, and which better accommodates recurring periods of leave than your regular employment position. You will be entitled to equivalent pay and benefits but will not necessarily be assigned the same duties in the alternative position. This provision may also apply if the [REDACTED] approves a noncontinuous leave for the birth of a child or the placement of a child for adoption or foster care.

Benefit Continuation During Leave

The [REDACTED] will maintain your group health plan coverage and certain other employment benefits (such as group life insurance, AD&D insurance, and health and dependent flexible spending accounts) during your FMLA leave on the same terms as if you had continued to work, if these benefits were provided to you before the leave was taken. You will be required to pay your regular portion of [REDACTED] Contact Human Services for an explanation of your options.

Benefits that are accumulated based upon hours worked will not accumulate during the period of FMLA leave.

In some instances, the [REDACTED] may recover premiums it paid to maintain health plan coverage for an employee who fails to return to work from FMLA leave.

Returning to Work

If the reason for FMLA leave is for your own serious health condition, you will be required to present a fitness-for-duty certification immediately upon return to work.

If you wish to return to work before the scheduled expiration of FMLA leave, you must notify the [REDACTED] of the change in circumstances as soon as possible, but no later than two working days prior to your desired return date.

If you exhaust all leave under this policy and are still unable to return to work, you must notify the [REDACTED] as soon as possible. Your situation will be reviewed to determine what rights and protections might exist under other [REDACTED] policies.

Rights upon Return from Leave

Upon return from family or medical leave, you will be returned to the position you held immediately prior to the leave if the position is vacant. Certain exceptions exist for key employees, as defined by law. If the position is not vacant, you will be placed in an equivalent employment position with equivalent pay, benefits and other terms and conditions of employment.

The law provides that an employee on leave has no greater rights than the employee would have had if the employee had continued to work. Therefore, you may be affected by a layoff, termination or other job change if the action would have occurred had you remained actively at work.

Substitution of Paid Leave for Unpaid Leave

Under the FMLA, employees may choose, or employers may require use of accrued paid leave while taking FMLA leave. Contact Human Services for further information.

Other Types of Leave

If you do not qualify for the types of leave described in this policy, the [REDACTED] may approve a personal leave of absence, depending on your circumstances. Except where mandated by law, we cannot guarantee that benefits will continue or that your position will remain open in your absence.

Definitions

Spouse—A husband or wife as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into. This definition also includes an individual in a same-sex or common-law marriage that was entered into in a state that recognizes these marriages. An opposite-sex, same-sex, or common law marriage that was entered into outside of any state will be recognized if the marriage is valid in the place where it was entered into and the marriage could have been entered into in at least one state.

Parent—A biological parent, adoptive parent, stepparent, foster parent or an individual who provides or provided day-to-day care or financial support to the child. Parent does not include a parent-in-law under this law.

Child—A biological, adopted or foster child, stepchild, legal ward or a child who is receiving day-to-day care or financial support from the employee and is under the age of 18. Child also includes a person 18 years of age or older who is incapable of self-care because of a mental or physical disability. For military family or qualifying exigency leave, the child does not have to be a minor (under the age of 18) and can be of any age.

- **Incapable of self-care**—The child requires active assistance or supervision to provide daily self-care in three or more “activities of daily living,” or “instrumental activities of daily living,” including adaptive activities such as caring appropriately for one’s grooming and hygiene, bathing, dressing, eating or instrumental activities such as shopping, taking public transportation or maintaining a residence.
- **Physical or mental disability**—A physical or mental impairment that substantially limits one or more major life activity of the individual.

Covered service member—A member of the armed forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status or is otherwise on the temporary disability retired list for a serious injury or illness.

Covered veteran—An individual who is undergoing medical treatment, recuperation or therapy for a serious injury or illness and who was a member of the Armed Forces (including the National Guard or Reserves) and was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran.

Next of kin—Used with respect to an individual, this means the nearest blood relative of that individual, other than the spouse, parent or child.

Serious health condition—Illness, injury, impairment, or physical or mental condition that involves:

- Inpatient care in a hospital, hospice or residential medical care facility.
- A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition) that also involves: 1) treatment two or more times within 30 days of the first day of incapacity, unless extenuating circumstances exist, by or under the orders of a health care provider; or 2) treatment by a health care provider on at least one occasion which results in a

regimen of continuing treatment under the supervision of a health care provider. The first (or only) visit must occur in person within seven days of the first day of incapacity.

- Any incapacity due to pregnancy or for prenatal care.
- Chronic conditions causing incapacity requiring periodic treatment (at least twice a year) by or under the supervision of a health care provider, which continue over an extended period of time and may cause an episodic rather than a continuing period of incapacity (for example, asthma, diabetes and epilepsy).
- Permanent or long-term conditions causing incapacity and requiring continuing supervision for which treatment may not be effective (for example, Alzheimer's, a severe stroke or the terminal stages of a disease).
- Multiple treatments by or under the supervision of a health care provider either for restorative surgery after an accident or other injury or for a condition that would likely result in a period of incapacity of more than three calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy), severe arthritis (physical therapy) or kidney disease (dialysis).

Serious Injury or Illness—can be:

- In the case of a member of the armed forces, including a member of the National Guard or Reserves, an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the armed forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating.
- In the case of a veteran who was a member of the armed forces, including a member of the National Guard or Reserves, an injury or illness incurred by the member in the line of duty on active duty in the armed forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the armed forces) and that manifested itself before or after the member became a veteran and is:
- A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the armed forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank or rating;
- A physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for servicemember family leave;
- A physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
- An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

Qualifying Exigency—includes:

- Short-notice deployment (seven days or less)
- Military events and related activities
- Childcare and school activities
- Financial and legal arrangements
- Counseling
- Rest and recuperation (up to 15 days)
- Post-deployment activities
- Parental care

- Additional activities agreed to by the [REDACTED] and the employee

Holiday Pay Policy

At [REDACTED] we observe seven holidays per year. Due to our resident commitments, work activity is required on holidays. Our acknowledged holidays include:

New Years Day
Easter
Memorial Day
4th of July

Labor Day
Thanksgiving
Christmas
Day

Due to the demands of scheduling, an employee may be required to work on a holiday. If an employee must work on a holiday, he/she will be granted an alternate day off, provided it is mutually agreed upon by the employee and the Department Head, and it occurs during the same pay period or next calendar pay period. An employee who does not take an alternate day off, will be compensated for the holiday at double time for all hours worked. Those who are eligible for the holidays after 61 days of employment are eligible for the holiday pay. If an employee has not been here 61 days, they are not eligible for double time pay or alternate day off.

A full-time employee qualifies for all holiday pay by working his/her entire last scheduled workday before the holiday and his/her entire first scheduled workday after a holiday, unless one of the following exceptions occurs:

- Death in the immediate family;
- Personal illness that can be verified by the employee's physician; or
- Scheduled PTO.

Any employee who is absent from regularly scheduled duties on a holiday will not be paid for the holiday unless one of the above exceptions applies. If an employee has a paid scheduled day off other than the actual holiday, he/she must work his/her last entire scheduled day before the paid day off, his/her first entire scheduled day after the paid day off, and the actual holiday (if posted to work) to receive holiday pay.

For an employee who regularly works Monday through Friday, if a holiday falls on a weekend, the Saturday holiday will be observed on the preceding Friday, and the Sunday holiday will be observed on the following Monday.

Holiday pay will not be considered hours worked for the purposes of computing overtime. A holiday, for the purposes of this handbook, is defined as 8 hours.

Military Service Leave Policy

The [REDACTED] provides military leave to eligible employees in compliance with federal and state laws, including the federal Uniformed Services Employment and Reemployment Rights Act (USERRA). Questions regarding the Company's military leave policy should be directed to Human Services.

Employees should notify their managers as soon as they become aware of a military service obligation.

Federal Military Leave

Leave for Annual Training

If you are members of the U.S. Army, Navy, Air Force, Marines or Coast Guard Reserves or the National Guard you may be granted leaves of absence for the purpose of participating in Reserve or National Guard training [REDACTED]

You will be granted the minimum amount of leave needed to meet the minimum training requirements of your unit. You will not be required to use vacation time for military duty, but if you elect to schedule your vacations to coincide with military duty, you will receive your full regular vacation pay in addition to any pay from the military.

In recognition of the public service performed by Reservists and members of the National Guard, you will receive the difference between your regular pay and your service pay, excluding any military subsistence allowance or other expense allowances during the training period. If state law requires a different arrangement, the [REDACTED] will comply with state law. Please contact Human Services with any questions.

Leave for Military Service

If you are a permanent employee who performs service in the uniformed services, you may be granted leaves of absence for the purpose of participating in military service. Under USERRA, "uniformed services" consists of the U.S. Army, Navy, Marine Corps, Air Force and Coast Guard and their Reserve components, U.S. National Guard and Air National Guard, the Commissioned Corps of the Public Health Service and any other category of persons designated by the President of the United States in time of war or emergency.

You will be granted leave as required to complete the military service, for up to five years of cumulative uniformed service-related absences. Some special categories of military service are exempt from this five-year limit.

Please note that:

- Employees with leaves of less than 31 days must report back to work by the beginning of the first regularly scheduled work period after the end of the last calendar day of service, plus the time required to return home safely and have an eight-hour rest period.
- Employees with leave between 31 and 180 days must apply for re-employment no later than 14 days after completion of uniformed service. Employees with leaves longer than 180 days must apply for re-employment no later than 90 days after completion of uniformed service.

These reporting or application deadlines can be extended for persons who are hospitalized or convalescing because of an injury or illness incurred or aggravated during the performance of military service.

Returning service members will be reemployed in the job that they would have attained had they not been absent for military service, with the same seniority, status and pay, as well as other rights and benefits determined by seniority (escalator position). The [REDACTED] will make reasonable efforts (such as training or retraining) to enable returning service members to refresh or upgrade their skills to help them qualify for reemployment. However, certain exceptions apply, and service members may be placed in an alternative reemployment position if they cannot qualify for the escalator position.

Reemployed service members are entitled to the seniority and rights and benefits based on seniority that they would have attained with reasonable certainty had they remained continuously employed.

During a period of military service, employees will be treated as if they are on a furlough or leave of absence. Consequently, during their period of service they are entitled to participate in any rights and benefits not based on seniority that are available to employees on comparable nonmilitary leaves of absence.

If your health plan coverage would terminate because of an absence due to military service, you may elect to continue the health plan coverage for up to 24 months after the absence begins or for the period of service (plus the time allowed to apply for reemployment), whichever period is shorter. You may be required to pay up to 102% of the full premium for the coverage. However, if the military service is for 30 or fewer days, you cannot be required to pay more than the normal employee share of any premium.

Virginia Military Service Leave

Employees serving in the uniformed services, including the Army, Navy, Marine Corps, Air Force, Coast Guard, National Guard, Defense Force and Public Health Service commissioned corps, as well as the reserve components of each of these services, may take unpaid military leave, as needed, to enable them to fulfill their obligations as service members. Service members must provide advance written or verbal notice to the [REDACTED] for all military duty, unless giving notice is impossible, unreasonable or precluded by military necessity. Employees should provide notice as far in advance as is reasonable under the circumstances. In addition, employees may, but are not required to, use accrued vacation and/or personal days while performing military duty.

Military Caregiver Leave Policy

The FMLA also allows an eligible employee who is the spouse, son, daughter, parent or next of kin of a member of the Armed Forces, National Guard or Reserves or of certain recent veterans with a serious illness or injury, up to 26 weeks of unpaid leave within a 12-month period to care for the injured or ill service member or veteran. A “serious illness or injury” is generally an injury or illness incurred by the covered service member in the line of duty on active duty (or that existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty) that may render the service member medically unfit to perform the duties of the member’s office, grade, rank or rating.

An eligible employee is entitled to a combined total of 26 workweeks of military caregiver leave and leave for any other FMLA-qualifying reason in a single 12-month period, provided that the employee may not take more than 12 weeks of leave for any other FMLA-qualifying reason during this period. (For example, in the single 12-month period an employee could take 12 weeks of FMLA leave to care for a newborn child and 14 weeks of military caregiver leave but could not take 16 weeks of leave to care for a newborn child and 10 weeks of military caregiver leave.) Generally, you must give the [REDACTED] at least 30 days’ notice before the commencement of any military caregiver leave.

Qualifying (Military) Exigency Leave Policy

The FMLA also provides for up to 12 weeks of unpaid leave within a 12-month period when an eligible employee’s spouse, son, daughter, or parent is on (or has been notified of an impending call to) “covered active duty” in the Armed Forces. (“Covered active duty” for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country. “Covered active duty” for members of the U.S. National Guard and Reserves means duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation.) The leave may also be extended to the family members of certain retired military. This leave may be used to take care of such things as childcare or financial and legal arrangements necessitated by the deployment of the family member.

Break Time for Nursing Mothers Policy

The federal Fair Labor Standards Act (FLSA) allows employees to take reasonable, unpaid break time to express breast milk as needed for up to one (1) year after the birth of a child. The [REDACTED] will provide a place for the employee to express breast milk, other than a bathroom, that is shielded from view and free from intrusion from co-workers and the public. Employees will not be discharged or in any other manner discriminated against in exercising their rights under this policy.

Bereavement Leave Policy

A regular, full-time and part-time employee, after having been employed with [REDACTED] for at least 60 days, shall be eligible to receive time off with pay in the event of a death in his/her immediate family. Immediate family is defined as:

Spouse	Grandparents
Parents	Parents-in-Law
Children	Grandparents-in-Law
Grandchildren	Sisters-in-Law
Sisters	Brothers-in-Law
Brothers	

You will be allowed up to three days, with pay, following the death of a member of your immediate family. Besides being part of the grieving process and assisting family members cope, bereavement leave may be used for making funeral arrangements, the day of the funeral, or for tending to business related to the deceased shortly after the funeral.

You must notify your supervisor or Department Head to request leave under this provision. You may be required to provide proof of bereavement.

Bereavement leave will not be paid for regular days off, nor does it cover any days that occur later than a week after the funeral.

Other Relatives:

[REDACTED] recognizes that relationships with other family members such as aunts, uncles, cousins, nieces, nephews, and former in-laws are often as close as those relationships within the immediate family. Should a death occur among these relatives, your supervisor may arrange time off for you through the use of PTO days or as unpaid leave on a case-by-case basis.

Religious Observance Policy

It is [REDACTED] policy to reasonably accommodate an employee's religious expression, observances, and obligations, **unless a request for such accommodation creates an undue hardship on [REDACTED]** All requests for religious accommodation should be made in writing to the employee's immediate supervisor for consideration.

Appearing as a Witness Policy

An employee called to appear as a witness will be permitted time off to appear, but without pay. Employees will be permitted to use accrued paid or unpaid time off when appearing as witnesses.

Voting Policy

The [REDACTED] encourages all employees to vote. Most polling facilities for elections for public office have hours that are scheduled to accommodate working voters. The [REDACTED] therefore, requests that employees schedule their voting for before or after their work shifts. An employee who expects a conflict, however, should notify his or her supervisor, in advance, so that schedules can be adjusted if necessary.

Organ Donor Leave Policy

The purpose of this policy is to provide eligible employees with job-protected leave for organ donation surgery under the FMLA. Organ donation is a selfless act that can save lives, and we want to support our employees who choose to make this contribution.

Eligibility

Employees who meet the following criteria are eligible for organ donor leave:

- Have worked for the company for at least 12 months.
- Have worked at least 1,250 hours during the 12-month period preceding the leave request.
- Are donating an organ (e.g., kidney, liver, bone marrow) to another person.

Leave Entitlement

Eligible employees may take up to 12 workweeks of unpaid leave in a 12-month period for organ donation surgery. This leave is separate from other FMLA-qualifying reasons.

Qualifying Conditions

Organ donation surgery qualifies as a "serious health condition" under the FMLA when it involves either:

1. **Inpatient Care:** An overnight stay in a hospital, hospice, or residential medical care facility.
2. **Continuing Treatment:** Post-operative treatment, including examinations and evaluations related to the donation.

Medical Certification

Employees requesting organ donor leave must provide medical certification from a health care provider. The certification should confirm the need for organ donation surgery and the expected duration of recovery.

Concurrent Leave

Organ donor leave cannot run concurrently with FMLA leave. If an employee is eligible for both organ donor leave and FMLA leave, the FMLA leave balance remains untouched during the organ donation period.

Procedure for Requesting Leave

1. **Notice:** Employees must provide at least 30 days' notice before the planned organ donation surgery. If unforeseen circumstances prevent advance notice, employees should notify their supervisor as soon as possible.
2. **Medical Certification:** Employees must submit medical certification to HR.
3. **Approval:** HR will review the request and approve organ donor leave if the eligibility criteria are met.
4. **Leave Tracking:** HR will track the leave duration and communicate with the employee during the recovery period.

Return to Work

Upon returning to work, employees will be reinstated to their original position or an equivalent position with the same pay, benefits, and [REDACTED]

Confidentiality

All information related to organ donation and medical certification will be treated confidentially.

Contact

For questions or assistance, employees can contact the HR department.

Pregnant Workers Fairness Act

The Pregnant Workers Fairness Act ("PWFA" or "Act") requires "covered employers" to provide "reasonable accommodations" to a worker's known limitations related to pregnancy, childbirth, or related medical conditions, unless the accommodation will cause the employer an "undue hardship."

The Act applies only to accommodations, and does not replace federal, state, or local laws that provide greater protections to workers affected by pregnancy, childbirth, or related medical conditions

Employee benefits

Medical Plan

The [REDACTED] offers a medical plan to all eligible employees. Details of the plan(s) may be found in the benefit booklets. This Handbook does not constitute such a legal document. The [REDACTED] offers medical coverage for eligible employees and their eligible dependents. Your Summary Plan Description (SPD) contains more details. In the event of any conflict between the information contained in this Handbook and in the [REDACTED] SPDs, the SPDs shall govern. The plan(s) is subject to change at the [REDACTED] discretion.

Dental Plan

The [REDACTED] offers a dental plan for eligible employees. Please refer to the dental Summary Plan Description for an explanation of the plan benefits and limitations.

Vision Plan

The [REDACTED] offers a vision plan for eligible employees. Please refer to the vision Summary Plan Description for an explanation of the plan benefits and limitations.

Employee Contributions Policy

The [REDACTED] benefit package is contributory; that is, you are responsible for a portion of the premium for your benefits. A portion of the premium, up to a maximum per month, is contributed by the [REDACTED]. Your contributory cost is deducted from your paycheck.

General Employee Benefits Policy

This section describes the benefits provided by the [REDACTED] and information on your eligibility for benefits. Details regarding each benefit plan are contained in the [REDACTED] Benefit Booklet. Benefit plans governed by the federal Employee Retirement Income Security Act (ERISA) may be further described in formal Summary Plan Descriptions or other legal documents, which are available for your review in Human Services.

Employees meeting the eligibility criteria for particular benefits may participate in the various insurance programs offered by the [REDACTED]. You may review the eligibility criteria for each benefit in the Company's Benefit Booklet and/or the Summary Plan Description for the particular benefit. Periodically there will be an Open Enrollment period (described below). If you decline to participate in these programs on your initial eligibility date, you may request entry into the plan during Open Enrollment or Special Enrollment (described below).

Retirement Plan 403(b)

■■■■ has established a 403(b) Retirement Income Plan to aid an employee in his/her financial planning for the future. An employee is immediately eligible to voluntarily participate in the 403(b) plan and should notify the Human Resources Department if he/she wishes to contribute by payroll deduction. This plan:

- Allows an employee to make tax-deferred contributions via payroll deduction;
 - Allows for a graduated vesting schedule;
 - Allows the employer to fund the plan as stated below;
 - Allows for the employee's money to be compounded over time;
 - Allows for hardship withdrawals under certain circumstances.
 - For full details, see "Understanding Your Retirement Obligations" by Actuarial Benefits and Design.

In the months of October – April after one year of employment, each employee who has worked at least 1,000 hours as of his/her anniversary date and is at least 21 years of age, will receive contributions to his/her 403(b) Retirement Income Plan as follows:

Whole Years of Service	Percentage of Compensation
At least 1 but less than 2	3%
At least 2 but less than 3	4%
At least 3 but less than 4	5%
At least 4 but less than 5	6%
At least 5 but less than 10	8%
10 or more	10% (if the employee defers at least 2%)

Workers' Compensation Insurance

To provide for payment of your medical expenses and for partial salary continuation in the event of a work-related accident or illness, you are covered by workers' compensation insurance, provided by the ■■■■ and based on state regulations. The amount of benefits payable, as well as the duration of payments, depends upon the nature of your injury or illness. However, all medical expenses incurred in connection with an on-the-job injury or illness and partial salary payments are paid in accordance with applicable state law. If you are injured or become ill on the job, you must immediately report the injury or illness to Human Services. This ensures that the ■■■■ can help you obtain appropriate medical treatment. Your failure to follow this procedure may delay your benefits or may even jeopardize your receipt of benefits. Questions regarding workers' compensation insurance should be directed to Human Services.

Benefits During Leave

Length of service, retirement service credit, and other benefits will not accrue during the unpaid portion of the leave, but length of service, retirement service credit, and other **unused** benefits accrued prior to the leave will be fully credited and available upon return from leave.

If the leave is for the employee's own personal health condition, he/she may qualify for short-term and/or long-term protection. Payroll deductions for these benefits will continue for the duration of the leave, provided the gross amount of pay is sufficient to cover such deductions. In the event payroll deductions are greater than the gross pay amounts, the employee will be required to submit payment for the benefits by the first day of each month he/she is out on leave.

All accrued PTO benefits must be exhausted prior to using leave without pay during a leave of absence. FMLA will run concurrently with Workers' Compensation benefits and maternity leave.

- Intent to Return to Work:

█████ requires that an employee report every two weeks on his/her status and intent to return to work while on leave.

- Ability (Inability) to Return to Work:

As a condition of restoring an employee whose leave was occasioned by the employee's own serious health condition that made the employee unable to perform his/her job, █████ requires an employee who takes leave for these conditions to obtain and present a certification from the health care provider that the employee is able to resume work in the employee's former position or in a specific equivalent position.

An employee returning from FMLA must furnish his/her supervisor with a physician's statement releasing his/her to return to work and the date of his/her return. █████ may deny restoration to employment until an employee submits the required fitness-for-duty certification.

When an employee is unable to return to work after FMLA leave because of the continuation, recurrence, or onset of a serious health condition, █████ may require a medical certification of the employee's or the family member's serious health condition. The employee is required to provide medical fitness-for-duty certification within 30 days from the date of █████ request.

- Failure to Return from Leave:

If an employee fails to return to his/her scheduled work after an FMLA leave, employment will be considered voluntarily terminated as of the first scheduled workday the employee misses following the expiration of his/her approved leave. If the employee is covered by █████ group health insurance, he/she will become eligible for conversion rights at that time, according to policy provisions.

Expenses & reimbursement

Expense Reimbursement Policy

Only approved expenditures for [REDACTED] will be reimbursed upon presenting a bona fide receipt. Reasonable out-of-town expenses will be paid when on [REDACTED] business. Do not, under any circumstances, make personal purchases and charge those purchases to [REDACTED]. All other purchases of [REDACTED] supplies and materials must be authorized by a purchase order [REDACTED] by our purchasing agent or an [REDACTED] supervisor.

In some circumstances, [REDACTED] will [REDACTED] a purchasing credit card to cover regular, legitimate company expenses. Card holders are responsible for obtaining receipts for all purchases, coding the purchases electronically and attaching the receipts to a once-a-month purchase card statement. These are then to be given to your Department Head for review and approval and forwarded to the Purchasing Card Expense Processor. Failure to provide receipts and other documentation can lead to disciplinary procedures up to and including termination.

Payroll

Payroll Practices Policy

Employees are paid biweekly. The payroll week begins on Wednesday and ends on Monday. This means that any hours worked during this period will be included in the upcoming payroll cycle. We encourage all employees to sign up for direct deposit as it is a convenient and secure way to receive your pay. However, if you prefer to receive a paper check, please inform the payroll department in advance so that arrangements can be made accordingly.

Please note that missing punch forms must be turned in before 9:00 am on Wednesday following the close of the pay period. Failure to do so will result in the discrepancy being paid out in the next pay period. Individual paycheck statements are sealed and distributed via an in-████████ distribution system.

Salary Deductions and Withholding Policy

Deductions from pay will be made according to federal and state law. This may include deductions for Federal and State Income Tax Withholding, Social Security, Medicare, Insurance, garnishments pursuant to valid court orders, and other deductions pursuant to law. Federal and state income tax withholding rates are determined by the number of deductions the employee has claimed on his/her W-4 and VA-4. If the employee needs to change his/her federal or state income tax withholding, please consult the Human Resources Director.

Should an employee enroll in any ██████████ offered benefits program(s), voluntary contributions may also be deducted from his/her pay according to the benefits program and in compliance with state and federal law. An employee has the option of waiving all pre-tax benefits. Should an employee choose to waive these benefits, he/she will not have another opportunity to enroll in a benefits program until the next Open Enrollment Period.

████████ may deduct any administrative fees associated with payroll deductions as permitted by law.

Acknowledgement of Receipt

I acknowledge that I have received a copy of the [REDACTED] Employee Handbook ("Handbook"). I understand that I am responsible for reading and abiding by all policies and procedures in this Handbook, as well as all other policies and procedures of the [REDACTED]

I also understand that the purpose of this Handbook is to inform me of the [REDACTED] policies and procedures and that it is not a contract of employment. Nothing in this Handbook provides any entitlement to me or to any [REDACTED] employee, nor is it intended to create contractual obligations of any kind.

I understand that the Company has the right to change any provision of this Handbook at any time and that I will be bound by any such changes. I expressly agree to the provisions in the Dispute Resolution section of the Handbook, in which I have agreed to use alternative dispute resolution, in lieu of litigation, as the sole means of resolving any dispute that may arise between the [REDACTED] and me, subject to the [REDACTED] right to seek injunctive relief. I agree to first seek to mediate any dispute with the [REDACTED] with a mediator from the American Arbitration Association or similar organization trained and experienced in employment disputes. If mediation is not successful, I agree to submit the dispute to arbitration. I understand that by agreeing to arbitration I waive any right I may have to [REDACTED] or seek a jury trial. The decision of the arbitrator will be final and binding.

Signature

Date

Full Name (please print)

Please sign and date one copy of this acknowledgment and return it to Human Resources. Retain a second copy for your reference.

Exhibit No.: E-17

Extended Evidence List

████ told me she would approve me for unemployment when she fired me . But I was in so much shock when I got fired and how they escorted me out of the building. It was for no reason, like I was a criminal or something. I was humiliated and in shock. So I didn't think to ask , So I emailed her after to ask for clarification about my expected check / bonus that week .. however I did not receive the expected bonus pay. Which was supposed to be a additional \$1000 plus . So that really affected the holiday and my kid's Christmas was ruined due to not receiving the expected amount and short notice . I had planned the bills around my check but since I did not get it .I had to make the check stretch to cover future bills and Christmas since I was unsure how soon I would get another job and full paycheck . So I had to limit the holiday to prevent bills being overdue and /or repossessions"

Investigator's Notes:

The following is a statement provided by ██████████ (████) to the investigator via email on June 03, 2025. This email contains █████ account of the events and is accompanied by relevant photographic evidence.

10:53



AA

(No Subject)



Me

12/10/24

To: [Redacted] ✓

Hi I am going to contact the unemployment office today . I was never given counseling or a final warning for the medication errors . . I seen it's steps to the termination I do have the paperwork you gave me and I guess I give it to them..

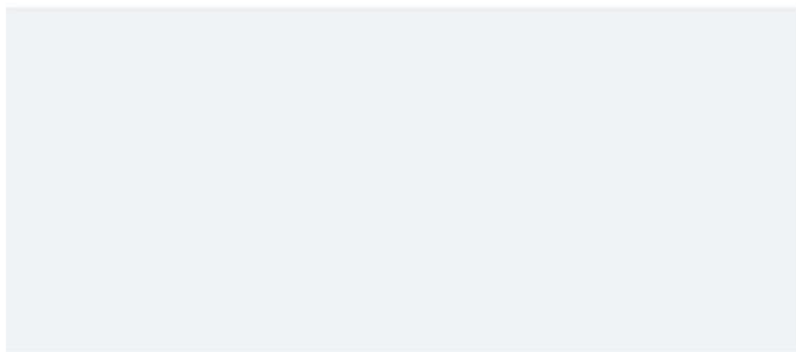
I also wanted you to know that [Redacted] is sleeping with [Redacted] from the kitchen and I seen them kissing and rubbing all over each other outside by the [Redacted] entrance . I have seen it multiple times . They saw me see them yesterday and I did not report it but I just thought you should know that's why the patients don't have water and have to wait to use the bathroom so long . They are doing all sorts of things at work that they shouldn't be and [Redacted] allows certain employees to do whatever but okay

Thank you [Redacted]

I won't be emailing you anymore

Unemployment may reach out

[Sent from Yahoo Mail for iPhone](#)



Delete



Reply



Forward



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More

“I was terminated without notice or anything a few days before my next check and Christmas bonus was supposed to deposit. I received a check for my hours work but I did not get the bonus

Below you’ll see where [REDACTED] stated my PTO was used on Dec 5th . The day I had called out for the meeting at my daughter school. I did not get any warning or talk to about Dec 5th. She put my PTO in and all so it was very confusing when I was terminated and they said calling out was one of the reasons.... People would call out and have to leave work all the time . Leaving us short staffed .I had two call outs I 5 months and I did not consider the day November a call out since I stayed over and covered someone else’s shift (someone that called out)

I thought it was understood and agreed upon that if I stayed, I wouldn’t be able to work the next morning. It’s no way I could return back to work in 8 hours

This is the email she sent”

Investigator's Notes:

The following is a statement provided by [REDACTED] ([REDACTED]) to the investigator via email on June 03, 2025. This email contains [REDACTED] account of the events and is accompanied by relevant photographic evidence.

10:45



AA

Can I use the remaining PTO



Me

12/10/24

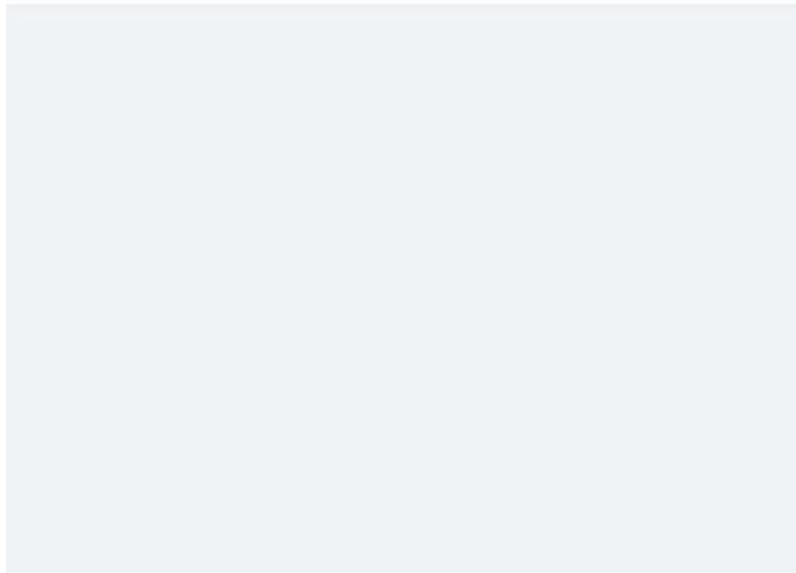
To:  ✓

Can I use the PTO that I earned on the last check?
I think it's about 20 hours left . I also know that the Christmas
bonus was this week Since I am terminated that means I do
not get that bonus , do I ?
Those are my last two questions for you. I should have asked
before I left

Thanks



[Sent from Yahoo Mail for iPhone](#)



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Reply



Forward



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More

10:45



AA

RE: Can I use the remaining PTO



12/10/24

To: Me

Good afternoon,

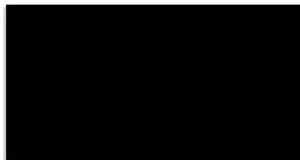
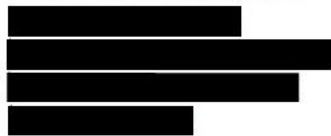
Please be advised that I used PTO hours for December 5, 2024, and you are not eligible for a Christmas bonus per the [REDACTED] policy. Employees must be actively employed and in good standing.

As stated in your termination letter your hours will be direct deposited on December 13, 2024.

Regards,



Human Resources Director



This e-mail and any attachments may contain information which is confidential, proprietary, privileged or otherwise protected by law. The information is solely intended for the named addressee (or a person

Thank you.

Received,
thank you.

Got it.



Delete



Reply



Forward



Move



More

Investigator's Notes:

The following is a statement provided by [REDACTED] to the investigator via email on June 03, 2025. This email contains [REDACTED] account of the events and is accompanied by relevant photographic evidence.

“I called HR ([REDACTED]) and reported a incident that took place at work . [REDACTED] asked me to email her a detailed explanation of what took place between [REDACTED] and I . So I emailed her .. I was told she would follow up with me and we would have a meeting to discuss what took place .

However , No follow up or meeting occurred .. she never mentioned it or addressed it below is what I emailed her & I told her in the email back in October that they were counting /signing off the narcotics without two nurses and not verifying it”

Investigator's Notes:

The following is a statement provided by [REDACTED] ([REDACTED]) to the investigator via email on June 03, 2025. This email contains [REDACTED] account of the events and is accompanied by relevant photographic evidence.

[REDACTED]

From [REDACTED] ([REDACTED])

To [REDACTED] ([REDACTED])

Oct 16, 2024 at 10:51 AM

Last night during shift change there was a incident between [REDACTED] and I . We were at the cart and [REDACTED] came upstairs off the elevator and she was talking to us about what she ate for dinner . Then [REDACTED] asked me when do I come back to work and I said Friday , she told me to enjoy my days off and she'll see me then and I told her thank you and to enjoy herself too and I might be downstairs Friday but I will still come see her Friday , then I gave [REDACTED] a goodbye hug .

[REDACTED] got upset as soon as that happened and she started flipping through the narcotic book fast and hard . I asked [REDACTED] what was wrong , she stated "nothing is wrong with me , it's you " I said "how " she said "you were ease-dropping on our conversation " I told [REDACTED] I was not ease dropping on her and the CNA conversation earlier &that I could clearly hear the conversation about the patients & then [REDACTED] said again i was ease dropping .

It's easy to hear when they are at the end of the hall .. I only said something bc i was advocating for [REDACTED] .. (the Cna) & the only thing I said to [REDACTED] was that 202 [REDACTED] was having some issues right at the end of our shift and I also had to check on [REDACTED] again before my shift was over ..that's why we needed extra help with the residents because everyone needed help all at once and it's only 2 of us upstairs. [REDACTED] said she didn't care and that I should not have been easedropping and that nobody nobody likes me at the job and she started counting the narcs by herself . I told her I was not here to make friends and I was here to work and care for the residents Then I told her we were going to count the narcotics off correctly and together, I told her she can not just flip through and count by herself. We have to do it with two people . She said well I already counted those

I told her again we have to count together to confirm it matches . And I told her I was not going to talk to her if she couldn't be professional and I was going to report her to HR. She got upset and started going off about how I always run to HR and I reported her before

and then [REDACTED] said I have issues and I'm always making something out of nothing and I love to talk to HR.

I told her "I actually don't love running to HR but she's been very unprofessional and rude to me ..ever since I started working there and that if she couldn't act her age and be mature then maybe we need someone else (like HR)

[REDACTED] then states that's why nobody likes me in the facility and I cause problems. I said that's okay , I'm not here for friends. I told her she was almost my mothers age and it's ridiculous that she come to work with a attitude at this age. & I told her she should treat people how she wants to be treated .I also said Im aware that the "clique " doesn't like me and I'm still nice to them because we have to discuss work /or patients

And luckily [REDACTED] walked by and intervened... She asked what happened and [REDACTED] says " first of all she was ease dropping " and then she acted like I attacked her or was rude to her when that's not true at all. I began to tell [REDACTED] what really happened and I said [REDACTED] was told old to be this way at work.it's ridiculous, I also told [REDACTED] that im tired of being treated any kind of way when I am nothing but nice to everyone. Patients and Staff included . . [REDACTED] told me it was okay and she hopes I don't think she treats me bad and she asked if we did report and she offered to count and stay for report . Then [REDACTED] said I could go downstairs before I leave to finish my notes. So after I went downstairs.

While I was talking to [REDACTED] (that's when [REDACTED] went into the [REDACTED] office and called you)

I honestly don't know how she knows I reported her . I'm assuming someone told her . I thought it was anonymous but I reported her about the wounds and treatments because whenever I try to talk to her ,she is rude and when I tried to tell her she shouldn't do wound care or certain things like when [REDACTED] fell . She wrapped her wrist ...

In nursing school she will learn then when someone has a fall or you think something is broken you don't mess with it or do any treatment or wraps or anything until it's evaluated.. we are not supposed to mess with broke bones. .. not until they have a X-ray

Investigator's Notes:

The following is a statement provided by [REDACTED] ([REDACTED] to the investigator via email on June 03, 2025. This email contains [REDACTED] account of the events and is accompanied by relevant photographic evidence.

done or clear orders from the dr . . I just was telling her you should call EMT right away if you think something is broken. . She got mad about that. I was also telling her med techs can't do wounds or dressings and that it could get her in trouble (just trying to look out for her) and I guess that made her even more upset with me . I was not trying to make her upset. I was trying to communicate about proper patient care . That's all... either way. No matter what I do , it will be a uncomfortable work environment when you have workers with poor attitudes . No manners and never polite .. I don't expect everyone to be best friends but I do Not expect staff to be able to talk any kind of way and be unprofessional constantly. It's hard to work that way .

It's a lot that happens and I do not report bc I do not want to bother you. I know your busy

Even The weekend of oct 4th there was drama. it was almost a fight Oct 3rd down in healthcare between the CNAs . They went outside to fight(I do not think a fight happened just commotion) but All the staff was watching at the window and it was talked about all weekend . I did not work Oct 3rd but I worked the 4th and all weekend so I heard it all.I do not report every detail to you. I am not trying to get anyone in Trouble However I do try to avoid drama by all means but it seems to be unavoidable.. I am nice to everyone . They still do not want me to work there . I do not think I am a good fit for [REDACTED] [REDACTED] [REDACTED] .

Investigator's Notes:

The following is a statement provided by [REDACTED] ([REDACTED]) to the investigator via email on June 03, 2025. This email contains [REDACTED] account of the events and is accompanied by relevant photographic evidence.

“Here are Emails between [REDACTED] and I . One day A CNA had to leave work and we had no coverage . So I had to work by myself In Assisted living with 30 patients and no CNA , so I had to do the CNA work and nurse work . No one from management offered or even tried to help me . The job is very demanding, and I did not know how to get it all done. So I kept reaching out for help .”

Investigator's Notes:

The following is a statement provided by [REDACTED] ([REDACTED]) to the investigator via email on June 03, 2025. This email contains [REDACTED] account of the events and is accompanied by relevant photographic evidence.

Urgent

From [REDACTED] ([REDACTED])

To [REDACTED] ([REDACTED])

Oct 1, 2024 at 1:34 PM

Hey [REDACTED] has a emergency and has to leave . Can you send someone to help. I have a lot to do and [REDACTED] gave me a big stack of orders to go through and confirm .

We still have 6 hours of the shift left and a lot to do so I'm jw how that works out

Thank you

[REDACTED]

9-17 shift

From [REDACTED] ([REDACTED])

To [REDACTED] ([REDACTED])

Sep 17, 2024 at 8:54 PM

Hello,

[REDACTED] was suppose to work my shift 1-7 pm today . We did sign the paper for her to work and it was approved and set . [REDACTED] did not work the shift .

No one communicated anything with me or even bothered to call or say she was not coming in . [REDACTED] agreed to work my shift so I could take my daughter to her 18 month appt . I am trying to understand the shift pickup rules . I did receive the announcement today . I know it now has to be a full shift that's covered . However , We had signed the paper prior to this announcement

I have expressed to you before ,that I am worried [REDACTED] (the scheduler) will not communicate with you about my schedule (possibly on purpose). I am not understanding the situation . She has been unprofessional about the communication. Being that she is the scheduler and the one to confirm or deny shifts , it's been very difficult. I am trying to openly communicate but again ..it's been difficult .

I was not sure if I should talk to to you or [REDACTED] about it . If I need to talk to [REDACTED] , I will

I thought I would email you first about it .

Investigator's Notes:

The following is a statement provided by [REDACTED] ([REDACTED]) to the investigator via email on June 03, 2025. This email contains [REDACTED] account of the events and is accompanied by relevant photographic evidence.

10:06

< AA

Re: 9-17 shift ☆

9/17/24

To: Me ▾

Hello, [REDACTED]
Thank you for contacting me. I will need to investigate this issue and see why there was a disconnect. I will contact you with updates when they are available.

Regards,
[REDACTED]

Get [Outlook for iOS](#)

Show trimmed content

Thank you.

Ok, thanks for the update.

Sounds good, thank you.

Delete

Reply

Forward

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Investigator's Notes:

The following is a statement provided by [REDACTED] to the investigator via email on June 03, 2025. This email contains [REDACTED] account of the events and is accompanied by relevant photographic evidence.

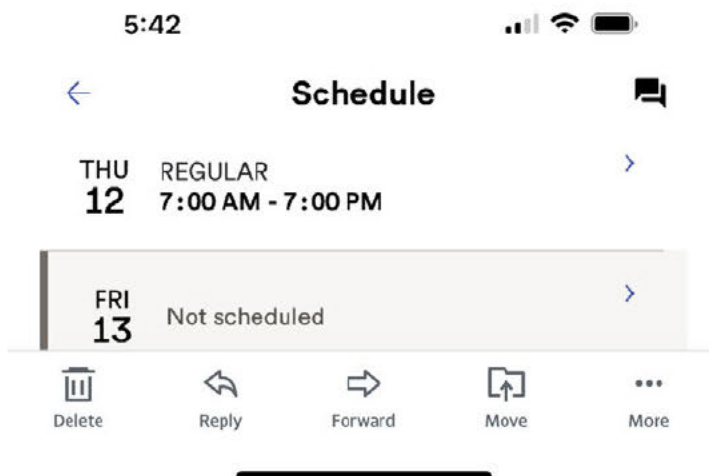


Hello,

██████ was suppose to work my shift 1-7 pm today . We did sign the paper for her to work and it was approved and set ██████ did not work the shift . No one communicated anything with me or even bothered to call or say she was not coming in . ██████ agreed to work my shift so I could take my daughter to her 18 month appt . I am trying to understand the shift pickup rules . I did receive the announcement today . I know it now has to be a full shift that's covered . However , We had signed the paper prior to this announcement

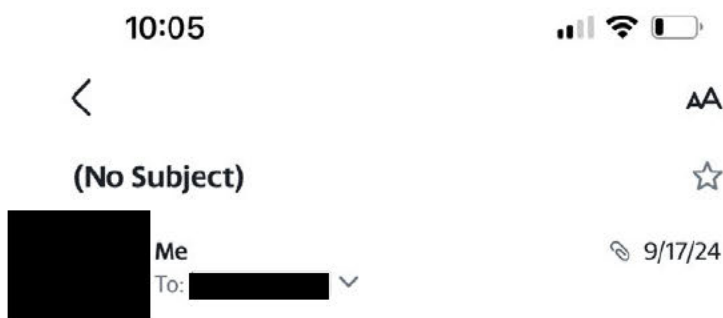
I have expressed to you before ,that I am worried ██████ (the scheduler) will not communicate with you about my schedule (possibly on purpose). I am not understanding the situation . She has been unprofessional about the communication. Being that she is the scheduler and the one to confirm or deny shifts , it's been very difficult. I am trying to openly communicate but again ..it's been difficult .

I was not sure if I should talk to to you or ██████ about it . If I need to talk to ██████ , I will I thought I would email you first about it .



Investigator's Notes:

The following is a statement provided by ██████ ██████ to the investigator via email on June 03, 2025. This email contains ██████ account of the events and is accompanied by relevant photographic evidence.



Luckily , I was able to book another appointment for her and it's not far away. So it is okay. I wanted to tell you about it . When someone says it's okay or it's covered then that's what I am assuming is going to happen unless notified otherwise . Thank you



Language
[English](#) [español](#)



Appointment has already passed

It seems this appointment has passed, contact us to book another follow-up appointment



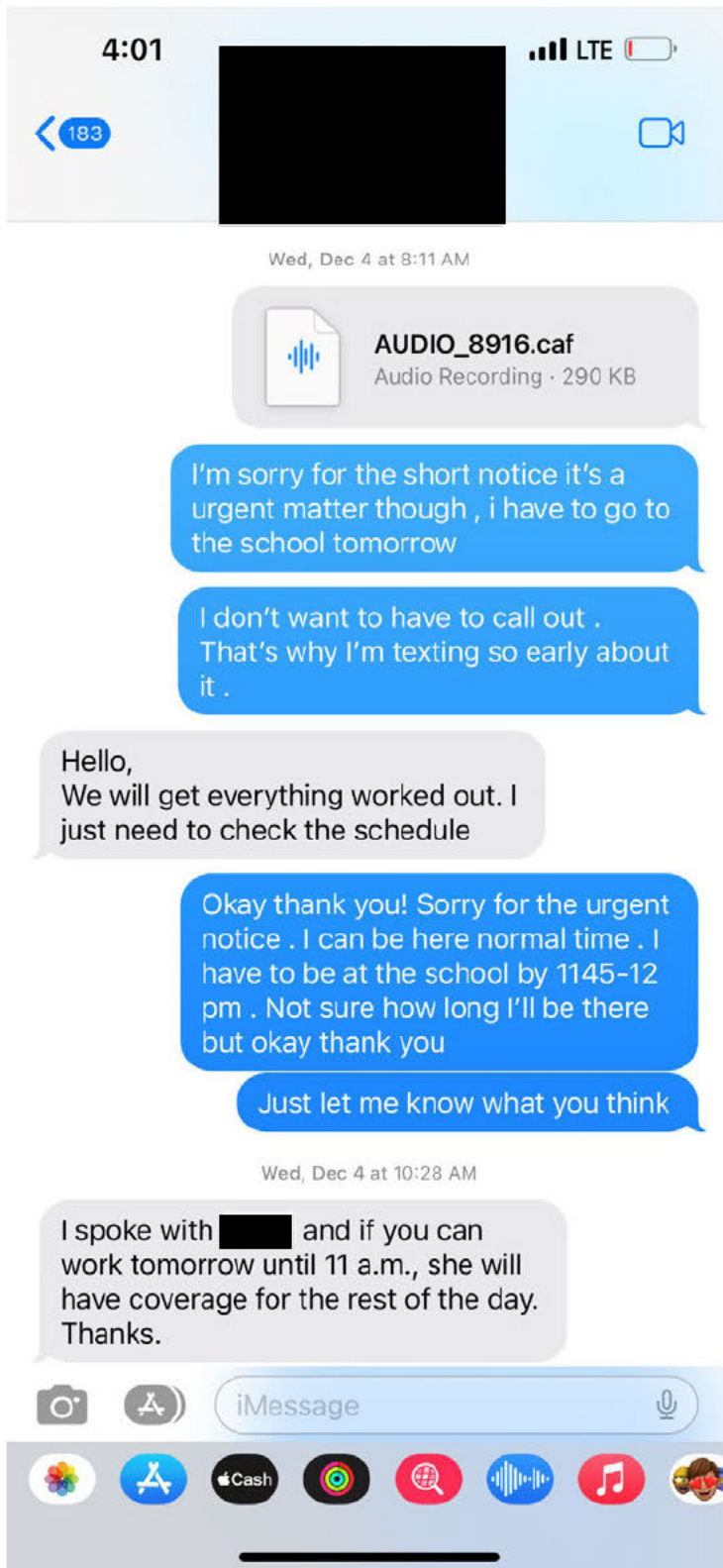
Tuesday,
September 17, 3:15 PM EST

[Redacted text]



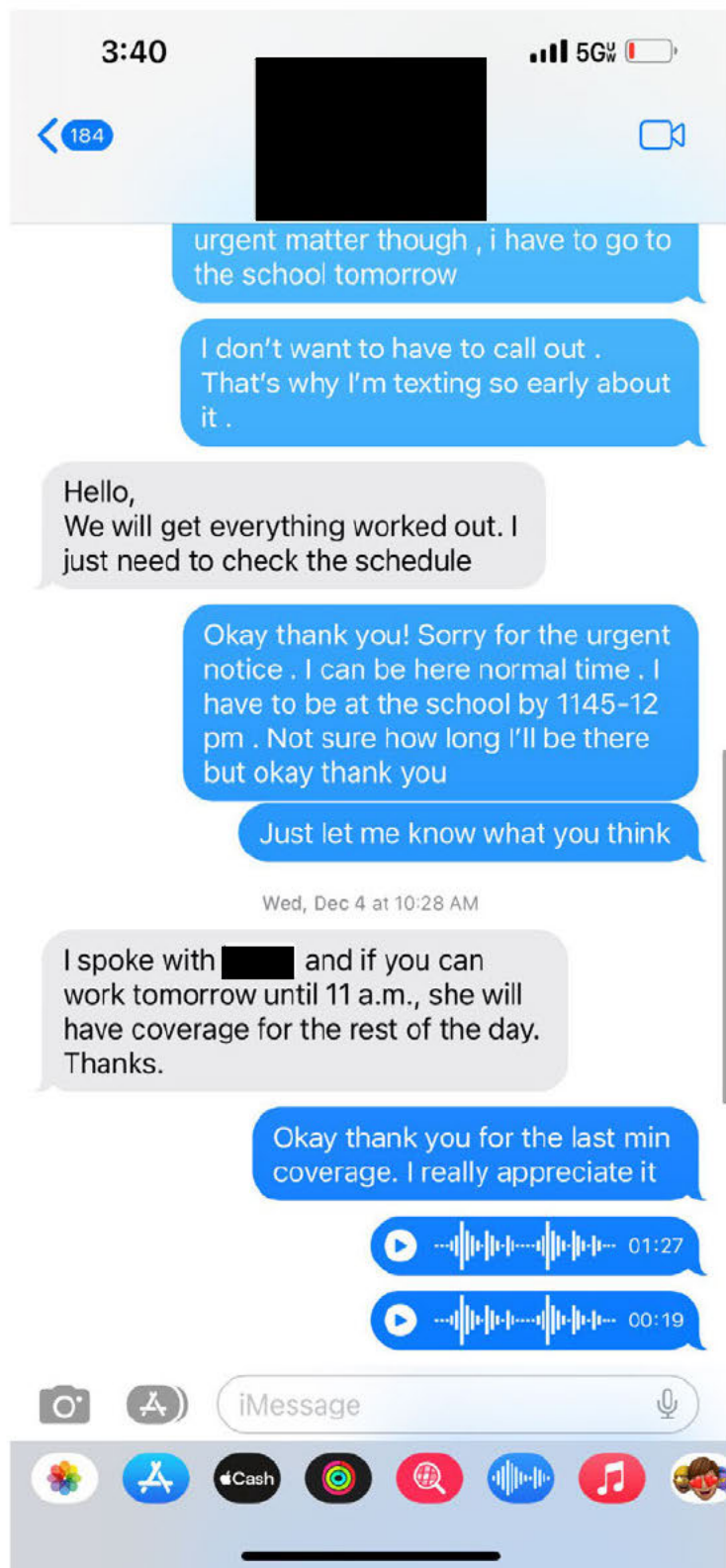
Investigator's Notes:

The following is a statement provided by [redacted] to the investigator via email on June 03, 2025. This email contains [redacted] account of the events and is accompanied by relevant photographic evidence.



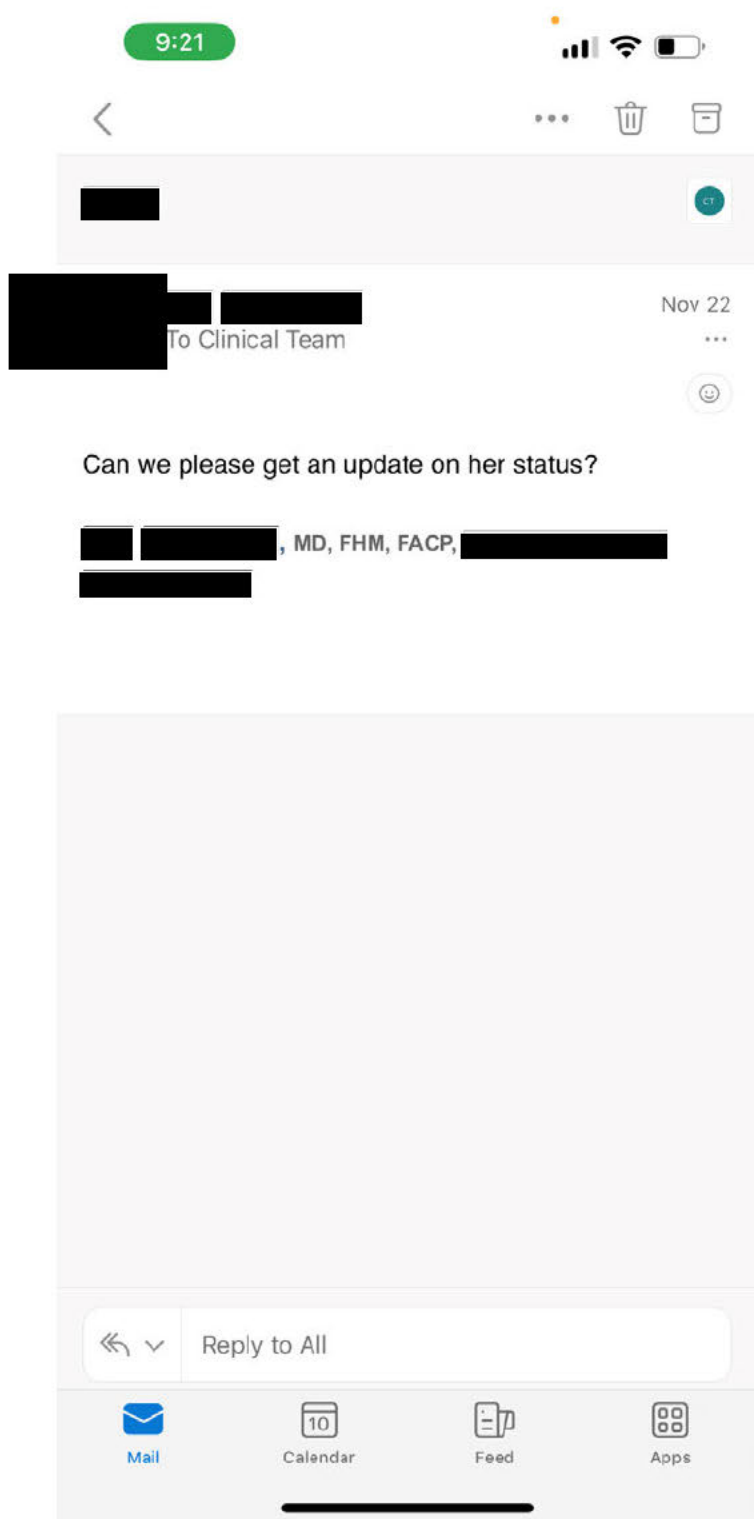
Investigator's Notes:

The following is a statement provided by [REDACTED] [REDACTED] to the investigator via email on June 03, 2025. This email contains [REDACTED] account of the events and is accompanied by relevant photographic evidence.



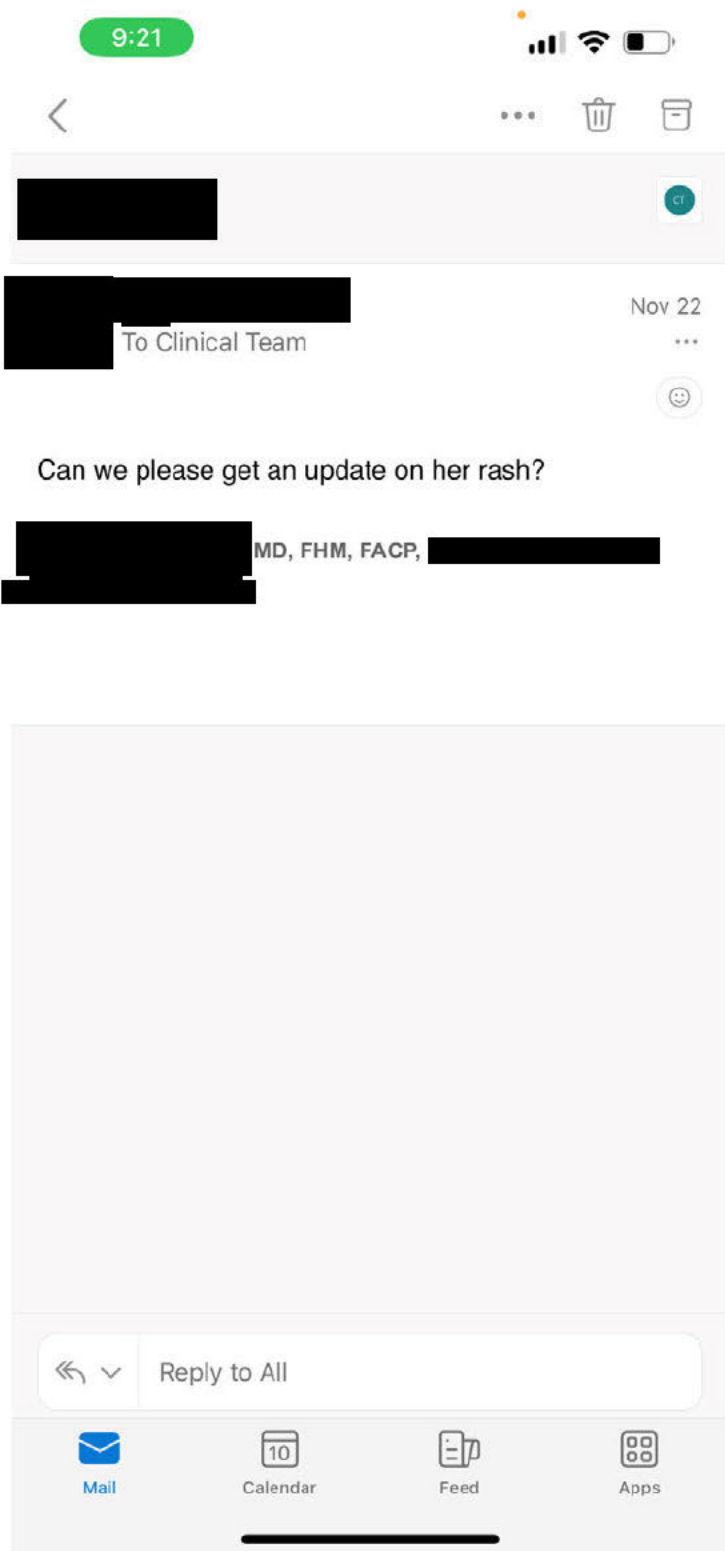
Investigator's Notes:

The following is a statement provided by [redacted] [redacted] to the investigator via email on June 03, 2025. This email contains [redacted] account of the events and is accompanied by relevant photographic evidence.



Investigator's Notes:

The following is a statement provided by [REDACTED] to the investigator via email on June 03, 2025. This email contains [REDACTED] account of the events and is accompanied by relevant photographic evidence.



Investigator's Notes:

The following is a statement provided by [REDACTED] to the investigator via email on June 03, 2025. This email contains [REDACTED] account of the events and is accompanied by relevant photographic evidence.

“I discovered this email .. and I wanted to share it with you . After the NOV 11th day when management refused to come help or relieve me . The day I stayed until almost 10 pm , bc I refused to give pills early and write it down. So I had to stay and administered the medication at the proper time. This is all the same day I worked over my time due to a fallout ..so I did not come to work the next day because I was truly exhausted from working over 14 hours. I communicate that with them. I did not get a write up or even a phone call about it but My paycheck that week was off and I did not get my sign on bonus as promised. I was told it was a glitch and I had to wait two more weeks . However No one else had a glitch with paychecks so it did not seem like a ADP glitch. It seemed like a intentional Glitch since I told them I could not work the next morning . I feel she intentionally did it to prolong my bonus payout.”

Investigator's Notes:

The following is a statement provided by [REDACTED] ([REDACTED]) to the investigator via email on June 03, 2025. This email contains [REDACTED] account of the events and is accompanied by relevant photographic evidence.

1:04



Done



AA

Access to shared message expires in 1 week

ADP Sign on Bonus

From

To

Nov 14, 2024 at 4:01 PM

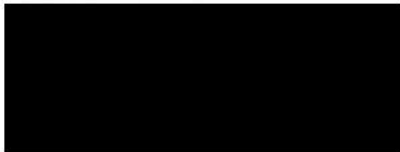
Hello,

Please be advised that sign-on bonuses were deferred to the next pay period due to an ADP glitch.

Best,



Human Resources Director



[Image unavailable](#)

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“Hi , it is a email between HR and I telling me that My first bonus was deferred and pushed back . It was due to be paid NOV 14th. Coincidentally It was the same week that I stayed over to cover some of the night shift.when told them I could not come in next day morning. I never received any disciplinary action , much less a conversation about it. I thought they appreciated me staying and covering some of the next shift . It felt like my bonus was pushed back like some sort of retaliation because I told her I was uncomfortable with passing the pills early despite what they told me to do. I only reported it to prevent legal or disciplinary actions and in return my bonus was deferred in NOV.”

“It started to feel like I was being retaliated starting in end of sept / beginning October when I reported the workplace violations and healthcare violations like with the pills . Or when workers did not working shifts that we switched and was scheduled and i emailed [REDACTED] . told her over emails ,text , voice notes & we talked in person about the unethical and uncomfortable work environment. I reported the inappropriate sexual conversations . I told her I felt I was being retaliated against for reporting to her when it should have been private. I also felt I was discriminated against . For some reason I assumed that It was safe to talk to HR privately about things going on at work.. but instead HR told other employees that I was reporting things and exposing wrong doings . then that created more drama with [REDACTED] (a manager) and other employees. I only told HR to protect my job, I did not think reporting would make me lose my job. I was treated unfairly and they dismissed all my concerns /complaints due to my skin tone . I was never put on a disciplinary action plan or a performance improvement plan . I was not in a probationary period or anything. I always did my job and communicated well to prevent confusion . whenever we were short staffed or unable to properly or safely perform. I always reached out for help to try to prevent issues or mismanagement . I feel that that if I had a different skin color , HR would not have promoted and or / allowed a hostile work environment.”

Investigator's Notes:

The following is a statement provided by [REDACTED] ([REDACTED]) to the investigator via email on June 06, 2025. This email contains [REDACTED] account of the events and is accompanied by relevant photographic evidence.

"Hello, yes the evidence is fine.

I want to be sure that the email from the doctor is shown where she is asking us to send information regarding patients status and rash to the clinical team . This was on NOV 22nd.

I also wanted to include the screenshot from the date in November that I had to stay over . Just for proof and So it will help support my reasoning for not working the next day .

And That should be it.. I did not get spoken to or handed more then that one PiP and I did not get wrote up for any PiPs regarding absentee. The other emails just show the times that I reached out with concern or for help to prevent or fix any issues that were happening . However I never received any help or support with any of these issues.

The emails regarding [REDACTED] were to let HR know that she was upset with me seeing her act inappropriate at work . I felt there would be retaliation ,so I told [REDACTED] with hopes to prevent it , but that did not work. [REDACTED] told [REDACTED] everything..and it made the situation more uncomfortable. I just wanted the issues to resolve and I wanted to be comfortable enough working /asking the supervisor for help regarding patient care /safety . That's the only reason I went to HR."

Investigator's Notes:

The following is a statement provided by [REDACTED] ([REDACTED]) to the investigator via email on July 22, 2025. This email contains [REDACTED] account of the events and is accompanied by relevant photographic evidence.

"Hi , below you will see where I sent a message to [REDACTED] and I told her they purposely did not find any coverage for night shift . Someone lied and said I agreed to work&I never agreed to work her shift . [REDACTED] texted me and I told her I could not stay over bc I work the next morning ..

[REDACTED] called out at 12 pm that day . The job knew she was not coming In for night shift &I was told they would find coverage or the on call would take the keys at 7 to relieve me after management left @5 pm...I was told that [REDACTED] did not try to find anyone to work or relieve me since I agreed to work the night shift . . However I did not tell anyone I would work that shift ...I had to work the next morning ,so how could I work night shift too...

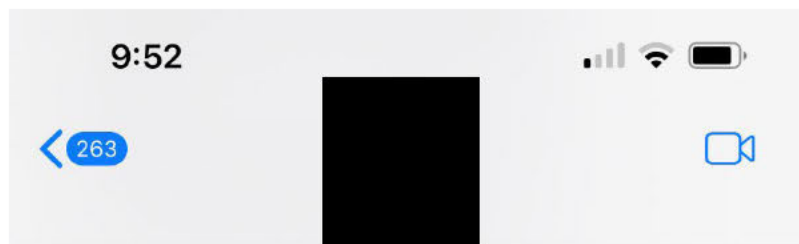
I told them I can't do both and they insist that I give all the meds at once and administer the bedtime medication early so i could just leave . I told them I was not comfortable giving any pills early or giving them all at once ,since that would be a med Error and I could lose my license for that.(I felt like they were trying to set me up by saying it was okay to do) so I stayed and passed the pills at the correct time. To cover myself. Even though They knew I worked the next day, the on call nurse &director of nursing refused to take the keys or relieve me. The director of nursing said she would leave the facility before she got on the cart and passed pills ...So Nobody relieved me and I was stuck at work until 10 pm that day . So that day , I worked from 730-10 pm . I did not get home until 11 pm .and I told them I could not come back in the am. Since It was just a few hours away .. my knee was hurting and I had been standing up all day . I was exhausted so I had to take off the next day .

I was under the impression that it was okay NOT to come in the next day. [REDACTED] told me she would stay over and work and pass the morning medicine

I was not aware that I received a pip for that date , nobody communicated anything or even talked to me about it . I thought it was okay since I had stayed over and passed the night meds . The director or nursing did not have to get on the cart so I assumed they were happy and satisfied that I helped out

However [REDACTED] did not give me my bonus that was due on my check that week ...so I felt like that was my punishment for not not coming back in the next day That is the only thing that happened after that date .

That was my first time calling out but I thought it was okay and understood . The first time I heard about the pip on this date , was when I got terminated."



Mon, Nov 11 at 5:18 PM

Hey I was asked to stay over to complete the bedtime med pass . I told them I can not stay until 9 pm or 11pm . They have no relief. [REDACTED] can not come until 11

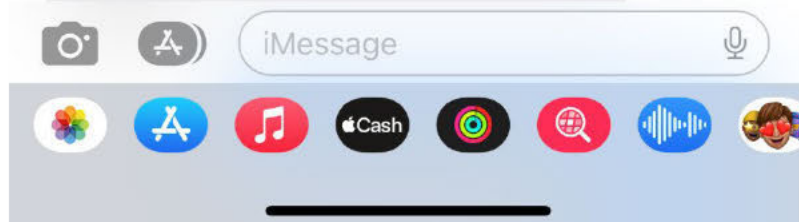
I do not mind staying over 30-45 min to help but I have two small kids at home and I work in the am. I'll be working 13 hours plus today. I am exhausted and again I told [REDACTED] and [REDACTED] that I could stay over a little longer then my shift but they still have nobody to work until 11

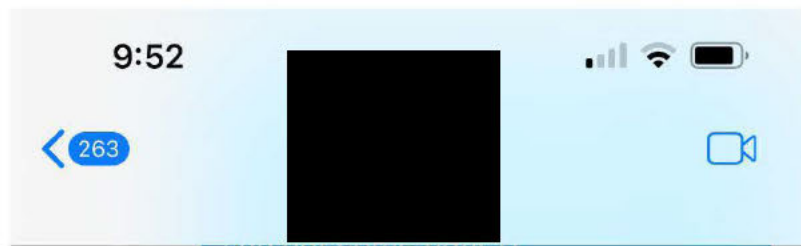
[REDACTED] said [REDACTED] stated that [REDACTED] told her we would cover so [REDACTED] did not try to find any coverage I never told [REDACTED] that and I have everything in text. Again I can stay over past my shift but I can not stay that much longer . I have been here all day and return in the am



Mon, Nov 11 at 5:25 PM
[REDACTED] kept an audio message from you.

Hello
Please heed the instructions from the DON. Track your documentation.

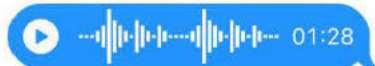




can not come until 11

I do not mind staying over 30-45 min to help but I have two small kids at home and I work in the am. I'll be working 13 hours plus today. I am exhausted and again I told [REDACTED] and [REDACTED] that I could stay over a little longer then my shift but they still have nobody to work until 11

[REDACTED] said [REDACTED] stated that I [REDACTED] told her we would cover so [REDACTED] did not try to find any coverage I never told [REDACTED] that and I have everything in text. Again I can stay over past my shift but I can not stay that much longer . I have been here all day and return in the am

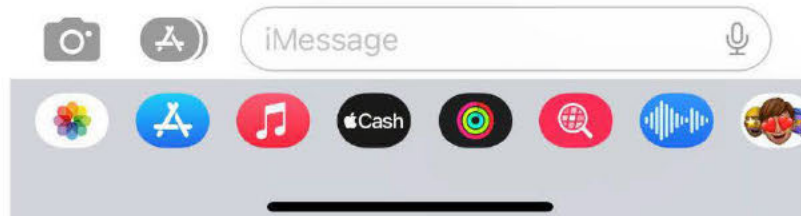


[REDACTED] Mon, Nov 11 at 5:25 PM
kept an audio message from you.

Hello
Please heed the instructions from the DON. Track your documentation.
Thanks.

Yes I spoke with her and I am just documenting this for my protection

Thank you



From: [REDACTED]
To: [Chatman, Chyelle](#)
Subject: Re: Revisions to Rebuttal Affidavit
Date: Monday, July 21, 2025 1:46:02 PM

WARNING: This email has originated from **outside of the organization**. Do not click links or open attachments unless you recognize the sender and know the content is safe.



I sent you a voice memo from the date in NOV that I worked about 15 hours straight ... the day the night nurse called out and the director of nursing said if she had to take the keys she was leaving the facility .. so I had to stay over until someone relieved me which was not until 11 pm... I said I was not able to stay the whole time and they told me to just give the pills early and leave . I was uncomfortable passing meds early.

Despite that , the director of nursing did not come relieve me and nobody came to work until 11 pm . I was told it was okay to pass the pills early and leave the keys for the nurse ... I did not pass them early though I administered the meds at the correct time

Pls let me know if you have the message to include in evidence

[Sent from Yahoo Mail for iPhone](#)

On Wednesday, June 11, 2025, 12:41 PM, Chatman, Chyelle <chatmanc@charlottesville.gov> wrote:

Hi [REDACTED]

I hope this message finds you well.

Please find attached a file containing all email communications and screenshots you have sent to date, compiled for your review. This file does not include any other documents—only the email correspondence and screenshots previously provided by you.

Could you review the file to make sure that everything has been accurately captured? If you notice any omissions or discrepancies, please let me know at your earliest convenience so I can update the record accordingly.

Thank you for your attention to this matter.

From: [REDACTED] <[REDACTED]>
Sent: Friday, June 6, 2025 3:24 PM
To: Chatman, Chyelle <chatmanc@charlottesville.gov>
Subject: Re: Revisions to Rebuttal Affidavit

**** WARNING:** This email has originated from **outside of the organization**. Do not click links or open attachments unless you recognize the sender and know the content is safe.**

From: [REDACTED]
To: [Chatman, Chyelle](#)
Subject: Fw: 10-6-24
Date: Tuesday, March 18, 2025 2:41:17 PM

WARNING: This email has originated from **outside of the organization**. Do not click links or open attachments unless you recognize the sender and know the content is safe.

[Sent from Yahoo Mail for iPhone](#)

Begin forwarded message:

On Sunday, October 6, 2024, 9:47 PM, [REDACTED] <[REDACTED]> wrote:

Hi , I also wanted to make you aware that some of the med techs are putting in orders and sending orders to pharmacy . [REDACTED] c/o of medication being ordered from the wrong pharmacy. I noticed when I went to see who ordered [REDACTED] medication. I am not sure your facility protocol but typically med techs can not write or put in orders , the doctors is to do it if a nurse can not . They are not to edit orders and They can not label or change the label of medications ... a lot of the cards and bottles are labeled , I am checking to make sure all meds match and dose is correct .

Also You also can not save half pills . You are supposed to discard the remaining pill [REDACTED] has a bottle of pills that some are broken in half and some are whole pills (sertaline) . I believe that is against state board protocols to save the other half of the pill if you split it . The proper dose should have been ordered so it can come in half tabs . And to prevent waste of medication. I did order the correct dose and she now has it . I did not want to discard the pill bottle bc it's full . I just wanted to make you aware, that is half broken pills and whole ones in the bottle . I am really trying to pay attention to all meds and patients to prevent issues . I don't want to get in trouble

Lastly , med techs are not trained to perform wound care or dressing changes , that is considered skilled nursing . It is a treatment not a medication .

I am not sure if they are aware of the acts prohibited by the board of nursing .

I do see orders [REDACTED] has put in orders PCC herself . The med tech last night performed the wound care on [REDACTED] . I told her she was to get the nurse to come upstairs and do it I read her nurse note in PCC and she did wound care (Which is good that she wanted to make sure she understood it .) I know she is in school for nursing but it is still beyond her scope .

I just wanted to let you know because I am just worried

Also there was a situation with [REDACTED] re admission. Her son c/o of foot pain and there were dressings dated from days ago . There was no documentation or orders in PCC for wound orders from [REDACTED] and no communication in report . I

am just nervous because her son asked how this was overlooked
It was not my fault .

I just wanted to let you know

I tried to fix it

I did email the clinical team and make them aware of [REDACTED] wounds

Thanks

[REDACTED]

[Sent from Yahoo Mail for iPhone](#)

From: [REDACTED]
To: [Chatman, Chyelle](#)
Subject: Fw: [REDACTED]
Date: Tuesday, March 18, 2025 2:46:11 PM

WARNING: This email has originated from **outside of the organization**. Do not click links or open attachments unless you recognize the sender and know the content is safe.

[Sent from Yahoo Mail for iPhone](#)

Begin forwarded message:

On Wednesday, October 16, 2024, 11:08 AM, [REDACTED] <[REDACTED]> wrote:

Idk how she knew Yesterday that I came to talk to you.

everyone thinks I reported someone . I did not come to talk to you about anyone yesterday except for myself . We discussed the break thing and the fact that I may have to fill in downstairs in healthcare for the next few weeks or so..

I do not know why everyone does not like me or why everyone thinks I report them to HR . I did not think I needed to explain what I talked to you about to them..

I do not have to work at [REDACTED] if it is going to be conflict . I truly enjoy patient care and working so it is okay if I need to resign to avoid conflict. I can not perform my best work when it's uncomfortable environment. I don't want to be rushed when it's time to get off or rushed to count narcotics . I want to give report correctly& hand over the keys . I can complete any notes after or the next day.. but I want to be confident when I leave that I completed all my assignments. It's been difficult to do so . If I over look or the count is wrong for narcotics then it will come back on me. Again I'm not sure if it's purposely done so I will have a mistake or what but again Please let me know what is best

Thank you
[REDACTED]

[Sent from Yahoo Mail for iPhone](#)

Exhibit No.: E-18

Affidavit of [REDACTED]

Date: [REDACTED] 18, 2025

AFFIDAVIT of

OHR Complaint No. 2025-2

The interview for this affidavit was conducted on [REDACTED] 18, 2025.

I, [REDACTED] do solemnly swear and affirm that:

1. I was hired as a Licensed Practical Nurse (LPN) at [REDACTED] My official role was to be a full-time nurse in Assisted Living (AL), where the residents are generally more independent and require less intensive care.
2. Despite this, I was frequently pulled to work in the healthcare unit. I was told this was temporary, but it lasted my entire employment.
3. Many staff members were allowed multiple breaks during the 12-hour shift, two 30-minute breaks, and two 15-minute breaks including going to Starbucks, smoking, or sitting on their phones outside. At the same time, I was left responsible for medication administration, charting, patient feeding, and patient hygiene.
4. There were times when I had to ask multiple times for assistance, and certain staff members would refuse to help.
5. I raised concerns about workload distribution, patient safety, and how staff handled their duties but I did not receive a resolution.
6. While working at [REDACTED] certain staff members often mispronounced my name, even though they had said it correctly before.
7. This was particularly an [REDACTED] with [REDACTED] who had demonstrated on multiple occasions that she was capable of properly saying my name but would suddenly act like it was difficult to pronounce it when other staff members or residents were around.
8. At times, I was unsure if the mispronunciations were intentional or unintentional, but because of how often it happened, it seemed intentional.
9. I never reported the name thing to HR since I had previously reported them for sexual comments and inappropriate conversations at work, also for not tending to job duties (no resolution) so I did not think they would take the name thing seriously.
10. During my employment, coworkers would make comments questioning my racial background and identity.
11. Some coworkers asked whether I was "fully Black" or commented on my family's racial background.
12. I also noticed differences in how people reacted to cultural preferences, such as music.

1 of 4

Investigator's Note: The following reflects the Complainant's original statements as documented in her affidavit prior to subsequent revisions. The numbered item below corresponds to the original version:

L9: "I never formally reported the [REDACTED] to HR or administration because I felt that I would not be taken seriously and feared retaliation."

- Some staff members had negative comments about R&B/ rap music, but they often played country music with lyrics talking about drinking whiskey out of the bottle or about partying while at work, around the residents without [REDACTED]
13. I felt this was very unprofessional and whenever I brought it up with [REDACTED] or would tell HR, they would respond by agreeing that it was inappropriate, but nothing was ever done.
 14. During my employment at [REDACTED] I sent a message to [REDACTED] (HR), and [REDACTED] (administrator) about a resident's care and how a particular situation was being handled within the facility.
 15. I sent the message to [REDACTED] and [REDACTED] privately, expecting the matter to remain between us. Other staff began calling me a "snitch" and saying I was going to get them in trouble. I knew my concerns had been shared with other staff members without my knowledge.
 16. I continued to get reassurance from HR that they were handling it, but nothing ever changed. I believe [REDACTED] and [REDACTED] were getting annoyed with me because they started to say that as the Charge nurse, I should be able to handle these [REDACTED] and take control.
 17. On December 9, 2024, an incident occurred while I was feeding a patient when [REDACTED] the therapist, questioned why I was giving the patient a sandwich. She stated that the patient was not allowed to have sandwiches.
 18. I assured [REDACTED] that I had checked with the kitchen, reviewed the patient's dietary plan, and spoken to the doctor, all of which confirmed that the patient was allowed to eat the sandwich.
 19. I told [REDACTED] that if she was performing an evaluation or diet change she should feed the resident and correctly document any updates in PCC. I told [REDACTED] that I was going to go back and finish passing my medications that were due.
 20. Following this event, I sent an email to the doctor on our clinical team, which is the standard method of communication, and specifically asked whether this patient was allowed to eat a grilled cheese sandwich.
 21. The doctor responded, stating that PCC is accurate, and medical records [REDACTED] also confirmed that the diet in the computer was accurate and correct.
 22. On December 10, 2024, I was told that it was inappropriate to send messages involving patient information via [REDACTED]. Despite the fact that we have always used email as a method of communication for patient care.
 23. I explained that I had reached out because [REDACTED] had accused me of feeding a patient the wrong diet and I was simply seeking clarification.
 24. On December 10, 2024, I was terminated from my position at [REDACTED]
 25. I was then given a termination letter, stating that I was being terminated for failing to follow the standards of care and for ignoring verbal coaching from the Director of Nursing.
 26. This reasoning was vague, and I was not provided with specific details regarding how I had violated 'standards of care' or what exact coaching I had ignored.
 27. Additionally, I was told that I was being terminated for a medication error involving Gabapentin that allegedly occurred on November 03, 2024. I reviewed the

28. documentation related to the Gabapentin [REDACTED] and saw that multiple nurses' signatures were missing on the same form. Which was very strange and not normal. I asked if the paper was photocopied and or/ forged.
29. I was the only nurse terminated for this alleged error, despite 3 other nurses also missing signatures on the same form.
30. I was also told that my termination was due to excessive absenteeism. I only called off work twice during my employment at [REDACTED] At no point before my termination did management or HR inform me that my attendance was a problem.
31. I was never given a warning, a write-up, or any indication that my job was at risk due to absenteeism.
32. Prior to my termination, I never received any written warnings about my performance before my termination.
33. The only time I was called into the office was in September 2024, for an [REDACTED] for which I was given a counseling form.
34. During this meeting, I was asked to sign the counseling form, which I refused to sign because I did not agree with what was written on it. They had a picture of a pill packet with random holes punched out, stating that I did not give medication to a resident but they could not show me how they came up with this or any other proof. I told them to ask the resident if they had received the medication because the resident is alert and oriented x4. They refused to check with the resident who is in her right mind and who was fully capable of stating if I had gave her medication or not. So I did not sign the counseling form.
35. Other than this singular counseling session, I was never pulled aside, given a verbal warning, or told that there were concerns about my job performance.

Investigator's Note: The following reflects the Complainant's original statements as documented in her affidavit prior to subsequent revisions. The numbered item below corresponds to the original version:

L34: "During this meeting, I was asked to sign the counseling form, which I refused to sign because I did not agree with what was written on it."

I have read the above statement consisting of 3 pages. It is true and complete to the best of my knowledge and belief. I have made all necessary corrections and additions, initialing next to each. I understand that the information I have given is not to be considered confidential and that it may be shown to the interested parties. In accordance with 28 U.S.C. Section 1746, I declare under penalties of perjury that the above statements are true and correct to the best of my knowledge, information, and belief.

[Redacted Signature]

Signature

7/17/25

Date

For Notary Public Use

City/County of <u>Charlottesville</u> Commonwealth/state of <u>Virginia</u> The foregoing instrument was subscribed to and sworn before me this <u>17</u> day of <u>7</u> (month), 20 <u>25</u> (year) by <u>[Redacted]</u> <u>[Redacted]</u> Notary Public's signature Notary registration number: <u>00341388</u> My commission expires: <u>08/31/2028</u>	Notary Stamp [Redacted] MY COMMISSION EXPIRES 8/31/2028 COMMONWEALTH OF VIRGINIA
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I hereby certify that I obtained the above affidavit in connection with a duly authorized complaint investigation.

[Signature]

Investigator Signature

07/17/2025

Date

Exhibit No.: E-19

Affidavit of [REDACTED]

Date: April 10, 2025

AFFIDAVIT of

OHR Complaint No. Case 2025-2

The interview for this affidavit was conducted on April 10, 2025.

I, [REDACTED] do solemnly swear and affirm that:

1. My name is [REDACTED] and my preferred pronouns are she/her.
2. I serve as the Human Resources (HR) Director at [REDACTED] I began my employment in this role in January 16, 2023.
3. I was not made aware of any complaints or concerns raised by or about [REDACTED] regarding cultural sensitivity, racially charged comments, or mistreatment based on her race or family background.
4. [REDACTED] never raised complaints to me, formally or informally, about mispronunciation of her name, cultural preferences, or being treated differently for those reasons.
5. At all points during the hiring and orientation process, I verified the correct pronunciation of [REDACTED] name and ensured her name badge reflected her preferred name.
6. I did not observe or receive any reports indicating [REDACTED] was treated differently from her peers in the workplace.
7. [REDACTED] never submitted complaints or communications to me alleging differential treatment or harassment by her supervisor or coworkers.
8. I was not aware of any employees referring to [REDACTED] as a "snitch", nor did I receive any complaints about [REDACTED] being labeled as such.
9. [REDACTED] was terminated based on performance [REDACTED] including the accumulation of three Performance Improvement Plans (PIPs).
10. One of the PIPs, dated September 28, 2024, was reviewed in my presence and signed by [REDACTED] myself, and [REDACTED]
11. The PIP that I participated in involved a medication error and was created by the clinical team. I allowed [REDACTED] to write a rebuttal, which was attached to the plan.
12. The two other PIPs were [REDACTED] by Interim Director of Nursing (DON) [REDACTED] [REDACTED] [REDACTED] I was not present for these conversations and therefore did not sign those PIPs.
13. [REDACTED] has the right to refuse to sign the PIPs. While refusal to sign is not uncommon, I cannot confirm whether she was given the opportunity to rebut them, as I was not present.
14. Some employees choose not to sign PIPs. When this occurs in my presence, I document the refusal.

15. [REDACTED] a temporary DON contracted for eight weeks and had full supervisory authority during her tenure and handled all clinical concerns related to [REDACTED]
16. All clinical performance-related PIPs are written by qualified clinical staff, and I defer to their expertise regarding such matters.
17. [REDACTED] was terminated based on performance and three performance improvement plans (PIPs). Specifically, medication errors and not meeting [REDACTED] standards. The termination was not retaliation, but due to multiple documented performance concerns that began in September.
18. [REDACTED] was terminated on December 10, 2024. The letter was dated December 9, 2024, based on documentation and a voicemail I received from [REDACTED] recommending termination.
19. I met with [REDACTED] on the morning of December 10 to deliver the termination notice, supported by the PIPs and relevant documentation.
20. While [REDACTED] is an at-will employer, we exercised care and due process, including providing coaching, allowing rebuttals, and offering scheduling accommodations.
21. [REDACTED] was granted a schedule modification in November 2024 to care for her daughter. She agreed to work a partial shift but did not report to work that day, which caused operational disruptions.
22. Excessive absences are addressed on pages 39 and 40 of the [REDACTED] employee handbooks. Being on a PIP and continuing performance or attendance [REDACTED] is grounds for termination, even without exhausting all progressive steps.
23. I cannot confirm the exact number of [REDACTED] absences without reviewing records, but I am aware of the significant impact of at least one documented no-show.
24. A communication incident occurred in which [REDACTED] sent an email to the entire clinical team disclosing a private matter related to a resident's behavior. This action violated HIPAA and resident rights policies and was deemed highly inappropriate to broadcast to the entire team.
25. That message, which mentioned a resident's private actions, was shared with clinical personnel, including dietary, medical records, physicians, and therapy staff, many of whom did not need to be informed.
26. Information of such a sensitive nature should have been communicated privately and verbally to the Director of Nursing and documented only when necessary.
27. There was a period of tension in the nursing department, partially due to the use of agency staff and turnover in leadership. I addressed this through individual and department-wide discussions to reinforce workplace expectations.
28. I did not receive direct complaints about Interim DON [REDACTED] [REDACTED] Concerns during her tenure stemmed from general workplace stress, not from leadership misconduct.

29. [REDACTED] did raise informal concerns about coworker behavior, particularly about one employee (herein referred to as Employee A). However, Employee A reported being harassed by [REDACTED] and declined to submit a formal complaint due to fear of retaliation.
30. I received texts and documentation showing [REDACTED] made personal accusations involving Employee A's spouse, which were determined to be unfounded.
31. I have not received any formal complaints from [REDACTED] reporting that she was harassed at work. However, Employee A reported harassment from [REDACTED] which was informally addressed.
32. To ease workplace tension, [REDACTED] was reassigned from Assisted Living to Long-Term Care. Employee A and others were reassigned to different shifts or roles to minimize interaction.
33. [REDACTED] was offered multiple opportunities to respond to performance concerns, and she was treated fairly throughout the progressive discipline process.
34. The gap between the final PIP [REDACTED] on December 05, 2024, and her termination on December 10, 2024, was due to scheduling logistics and the availability of documentation.
35. The incident involving a dietary disagreement on December 9, 2024, did not factor into her termination and was not the cause of her dismissal. The decision had already been made based on prior [REDACTED]
36. I am not a clinical staff member and do not handle investigations of medical errors. Such matters are handled by the Director of Nursing or other licensed personnel.
37. I am aware that if a medication error occurred, it would be recorded in PCC (Patient Click Care), which logs actions with time stamps and initials for accuracy and accountability.
38. I take all allegations and concerns seriously, as false or unfounded statements could jeopardize our community's standing, affect staff morale, or disrupt resident care.
39. Allegation 1, regarding racial discrimination or name mispronunciation, is unfounded based on my involvement, documentation, and review of [REDACTED] onboarding experience.
40. Allegation 2, which concerns retaliation, is also unfounded, as her termination was based on multiple documented performance and attendance [REDACTED] that began well before the final event on December 9, 2024.

I have read the above statement consisting of 3 pages. It is true and complete to the best of my knowledge and belief. I have made all necessary corrections and additions, initialing next to each. I understand that the information I have given is not to be considered confidential and that it may be shown to the interested parties. In accordance with 28 U.S.C. Section 1746, I declare under penalties of perjury that the above statements are true and correct to the best of my knowledge, information, and belief.

[Redacted Signature]

Signature

4-28-25

Date

For Notary Public Use

City/County of <u>Charlottesville</u> Commonwealth/state of <u>Virginia</u> The foregoing instrument was subscribed and sworn before me this <u>28th</u> day of <u>April</u> (month), 20 <u>25</u> (year) by <u>[Redacted]</u> <u>[Redacted]</u> (name of person seeking jurat) <u>[Redacted]</u> Notary Public's Signature Notary registration number: <u>8098686</u> My commission expires: <u>Sept. 30th 2028</u>	Notary Stamp [Redacted Notary Stamp] NOTARY PUBLIC REG. #8098686 COMMONWEALTH OF VIRGINIA MY COMMISSION EXPIRES SEPTEMBER 30, 2028
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I hereby certify that I obtained the above affidavit in connection with a duly authorized complaint investigation.

Investigator Signature

Date

Exhibit No.: E-20

Affidavit of [REDACTED]

Date: April 10, 2025

AFFIDAVIT of

██████████

OHR Complaint No. Case 2025-2

The interview for this affidavit was conducted on April 10, 2025.

I, ██████████ do solemnly swear and affirm that:

1. My name is ██████████ My preferred pronouns are she/her.
2. I am employed at ██████████ in a floor staff role and have been with the facility for approximately seven years.
3. During ██████████ employment, we worked alongside a few months in a professional capacity. We were equal in rank and role during this period.
4. I am unaware of any complaints or concerns raised regarding staff interactions with ██████████ related to cultural sensitivity or racially charged comments.
5. ██████████ never raised concerns formally or informally to me about the mispronunciation of her name.
6. I consistently referred to her as ██████████ and I am confident in the correct pronunciation of her name.
7. I am unaware of any comments made toward ██████████ about her race, family background, music, or cultural preferences.
8. I do not recall any instances or concerns where ██████████ was treated differently due to her cultural preferences or backgrounds, including musical taste.
9. ██████████ never raised any concerns to me, either formally or informally, about patient safety or staff failing to assist her.
10. As coworkers of equal standing, ██████████ and I both shared responsibility for patient care, and any patient-related concerns could have been addressed by either of us.
11. My professional relationship with ██████████ was limited. I did not know her personally, aside from knowing that she had two young children.
12. I am unaware of any reasons why ██████████ may have felt she was being treated differently by me.
13. I do not know of any incidents regarding the documentation of medical charts or medication errors involving ██████████
14. Communication among nursing staff was typically verbal, occurring during morning meetings or directly on the floor as needed.
15. For formal or clinical communication, nurses used a dedicated clinical email platform. CNAs did not use this system.
16. I am not familiar with the incident that occurred on December 9 involving ██████████ and dietary matters.

17. I am the only [REDACTED] among the [REDACTED] staff who worked directly with [REDACTED]. Any other [REDACTED] references, such as [REDACTED] refer to a [REDACTED] physician, not floor staff.
18. To the best of my knowledge, I am not aware of any misconduct, mistreatment, or policy violations involving [REDACTED] during the time we worked together.

I have read the above statement consisting of 2 pages. It is true and complete to the best of my knowledge and belief. I have made all necessary corrections and additions, initialing next to each. I understand that the information I have given is not to be considered confidential and that it may be shown to the interested parties. In accordance with 28 U.S.C. Section 1746, I declare under penalties of perjury that the above statements are true and correct to the best of my knowledge, information, and belief.

[Redacted Signature]

Signature

4/28/25

Date

For Notary Public Use

City/County of <u>Charlottesville</u> Commonwealth/state of <u>Virginia</u> The foregoing instrument was subscribed and sworn before me this <u>28th</u> day of <u>April</u> (month), 20<u>25</u> (year) by <u>[Redacted]</u> (name of person seeking jurat) <u>[Redacted]</u> Notary Public's signature Notary registration number: <u>8098680</u> My commission expires: <u>Sept 30th 2028</u>	Notary Stamp [Redacted] NOTARY PUBLIC REG. #8098686 COMMONWEALTH OF VIRGINIA MY COMMISSION EXPIRES SEPTEMBER 30, 2028
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I hereby certify that I obtained the above affidavit in connection with a duly authorized complaint investigation.

Investigator Signature

Date

Exhibit No.: E-21

Affidavit of



Date: April 10, 2025

AFFIDAVIT of

OHR Complaint No. Case 2025-2

The interview for this affidavit was conducted on April 10, 2025.

I, [REDACTED] do solemnly swear and affirm that:

1. I am employed at [REDACTED] and have supervisory responsibilities over certain nursing staff in the assisted living and long-term care units.
2. [REDACTED] was employed at [REDACTED]. She initially worked in assisted living and was later transferred to long-term care.
3. All nursing staff are expected to maintain high standards of professionalism, including adherence to confidentiality, HIPAA, and resident rights as stipulated under Virginia VDSS regulations.
4. In long-term care, expectations of professionalism are higher due to the increased acuity of care and medication management.
5. [REDACTED] never raised, informally or formally, any complaints regarding cultural insensitivity, racial comments, or differential treatment based on her background, music, or cultural preferences.
6. [REDACTED] never raised any concerns about her name being mispronounced or being treated differently due to her race or cultural identity.
7. Occasionally, [REDACTED] would express dissatisfaction in unprofessional ways, such as passing handwritten notes during morning meetings in front of her peers. She often repeated statements like "every day can't be a bad day," but did not elaborate or provide specific concerns.
8. Staff, including myself and her nursing supervisor, [REDACTED] advised [REDACTED] on the proper and professional channels for raising concerns.
9. Our organization has a strict zero-tolerance policy concerning staff being ostracized or unsupported. All credible reports are to be investigated, and if substantiated, appropriate disciplinary action is taken.
10. Management did not observe any workplace dynamics indicating [REDACTED] was being treated differently than her peers.
11. [REDACTED] did not submit any complaints or emails regarding being ignored by her supervisor or concerns related to resident care.
12. I am not aware of any staff referring to [REDACTED] as a "snitch", nor of any internal discussions labeling her in such a manner.
13. I did not observe any change in the supervisory team's attitude or behavior toward [REDACTED] after any concerns were allegedly submitted.
14. [REDACTED] employment was terminated due to performance [REDACTED]

15. The decision to terminate [REDACTED] employment was made by her supervisor, [REDACTED]. [REDACTED] informed HR, who then executed the offboarding.
16. During her tenure, [REDACTED] was placed on multiple performance improvement plans (PIPs). I reviewed one of these plans with her, which included her rebuttal statement, but I am not aware of her signature being omitted from others.
17. [REDACTED] was placed on a PIP following two medication errors, one involving Gabapentin and the other Tylenol, reported by nursing supervisor [REDACTED]. I am not a nurse and could not independently confirm these errors, but they were reviewed and confirmed by [REDACTED].
18. I allowed [REDACTED] to submit a written rebuttal, which was reviewed by [REDACTED]. Despite her rebuttal, the incident was deemed a medication error due to a lack of administration and proper documentation.
19. I became aware of a disagreement regarding a grilled cheese for a resident, which was resolved by the dietary team.
20. [REDACTED] was the only LPN on duty during the medication error involving Gabapentin. No other nurses were involved or disciplined.
21. Coaching and discipline vary based on the offense. Medication errors typically involve reviewing the seven rights of medication and emphasizing the importance of patient safety.
22. Excessive absences are addressed in our employee handbook. While I frequently reference the handbook, HR would have more accurate information about specific definitions.
23. [REDACTED] attendance was a recurring concern. Despite efforts to accommodate her schedule, particularly concerning her children, she failed to appear for shifts, even after modifications were made.
24. I am unaware of the exact number of times [REDACTED] was a no-call/no-show. HR should have detailed records, though it was reported to me multiple times by [REDACTED].
25. [REDACTED] alleged that medical charts were forged. I am not aware of any reason or instance where a supervisor would modify or forge documentation. All errors must be reported as per policy.
26. [REDACTED] was offered her position on July 23, hired on August 12, and received her first verbal coaching on September 28 related to medication errors.
27. On October 15, an altercation occurred between [REDACTED] and [REDACTED], which required remediation by nurse supervisor [REDACTED].
28. Between November and December, [REDACTED] received multiple PIPs addressing attendance, medication errors, and a HIPAA violation under the interim Director of Nursing, [REDACTED] Evans Hughes.
29. Additionally, oversight began in September due to [REDACTED], which led to increased monitoring of medication administration.

30. An RMA from assisted living reported bullying by [REDACTED]. The RMA declined a formal investigation due to fear of retaliation. As a result, [REDACTED] was transferred to long-term care to separate the two parties.
31. [REDACTED] claimed she sent a confidential message to [REDACTED] and me about a resident's care, and that we shared it with staff. If the message involved a resident discharged with a monitoring device, home health was involved per regulation, and this would have been known to all care staff.
32. [REDACTED] was not employed as a charge nurse, but as a licensed practical nurse (LPN), which comes with the expectation of leadership during her shift. Any concerns about her leadership or medication errors were addressed by [REDACTED] not me.
33. [REDACTED] frequently used her phone during shifts, including sending voice memos while handling medications. This behavior violated our policy and potentially contributed to medication errors.
34. Regarding email or Teams communication, staff are allowed to use these platforms provided they adhere to HIPAA guidelines and avoid sharing resident names or sensitive data improperly.

I have read the above statement consisting of 3 pages. It is true and complete to the best of my knowledge and belief. I have made all necessary corrections and additions, initialing next to each. I understand that the information I have given is not to be considered confidential and that it may be shown to the interested parties. In accordance with 28 U.S.C. Section 1746, I declare under penalties of perjury that the above statements are true and correct to the best of my knowledge, information, and belief.

[Redacted Signature]

Signature

4/28/25

Date

For Notary Public Use

City/County of <u>Charlottesville</u> Commonwealth/state of <u>Virginia</u> The foregoing instrument was subscribed and sworn before me this <u>28th</u> day of <u>April</u> (month), 20 <u>25</u> (year) by <u>[Redacted]</u> (name of person seeking jurat) <u>[Redacted]</u> Notary Public's signature Notary registration number: <u>8098686</u> My commission expires: <u>Sept. 30th 2028</u>	Notary Stamp [Redacted] NOTARY PUBLIC REG. #8098686 COMMONWEALTH OF VIRGINIA MY COMMISSION EXPIRES SEPTEMBER 30, 2028
---	--

I hereby certify that I obtained the above affidavit in connection with a duly authorized complaint investigation.

Investigator Signature

Date

Exhibit No.: E-22

Affidavit of



Date: June 18, 2025

AFFIDAVIT of

OHR Complaint No. 2025-2

The interview for this affidavit was conducted on June 18, 2025.

I, [REDACTED] do solemnly swear and affirm that:

1. My name is [REDACTED] and I am African American.
2. I was employed at [REDACTED] as the Interim Director of Nursing for the nursing department.
3. I started at [REDACTED] on October 15, 2024, and left the building on December 6, 2024.
4. I was a supervisor over [REDACTED] in that role.
5. I did not know [REDACTED] before I started in October 2024. My observations of her performance were based on personnel records, observations from other staff, and HR management regarding events that occurred before I arrived.
6. In early November, specifically on November 4, I held a nurse meeting for the entire nursing staff, during which teamwork was a top discussion point.
7. There was an incident where [REDACTED] was in the HR director's office complaining about staff. I told her to return to her unit, pass medications, get assignments for her team, and hold staff accountable. She responded that she was not a nurse manager, and I clarified that she was not a nurse manager but a team leader. She initially said no one was listening to her, so I advised her to write down assignments and ensure they were completed, which she agreed to.
8. [REDACTED] told me she was initially hired for the assisted living side but was moved to the nursing home side due to an open position after a nurse left. She would work both in the long-term and on the assisted living side. She had many questions and complaints, and I tried to help her find solutions.
9. I [REDACTED] two documentation of advisory forms to [REDACTED]
10. The first documentation of advisory was dated November 15 and concerned a medication error for a resident. The second was for absenteeism.
11. I signed off on both documents on December 6, 2024, my last day in the building.
12. [REDACTED] was out of the office on December 6, 2024, so I could not directly present the documents to her.
13. I believe [REDACTED] the HR director, presented these documents to [REDACTED] the following week during her termination.
14. I circled back with [REDACTED] regarding [REDACTED] signature on the documents, and [REDACTED] stated [REDACTED] refused to sign. However, it was not documented on the forms that she refused to sign, which is typically the procedure.

15. The medication error involved [REDACTED] on November 3, when 9:00 a.m. and 2:00 p.m. doses of Gabapentin were signed as given in the EMAR. Still, the controlled record did not show the medication was signed out, leading to the presumption it was not given. As a result, [REDACTED] was to be given information on the seven medication rights in preventing errors, which was attached to the advisory documentation.
16. In my practice, I am used to meeting with an employee and having a witness present when delivering disciplinary actions or terminations. This situation was different due to many [REDACTED] taking place during my tenure and overshadowed by impending my [REDACTED] departure.
17. I did meet with another employee at [REDACTED] regarding a medication error that occurred in November. It was the same medication with the same resident as [REDACTED] error. I wrote a Documentation of Advisory ([REDACTED] Disciplinary Action Form) for that employee, met with her to discuss the [REDACTED] and she signed the Action. I cannot recall the exact date this was given to her, but it was likely in the first week of December, during my last week there. Neither [REDACTED] nor the MedTech would have known about the other's disciplinary action, as that information is not shared with other staff members.
18. I was told about an incident between [REDACTED] and a MedTech on the Assisted Living unit, where they had apparently had words. However, my understanding upon my arrival at [REDACTED] was that her move to the long-term care (LTC) unit was because the unit was short a nurse (one had left the position before my arrival) and needed to be replaced. [REDACTED] was already working on the LTC unit when I arrived and was intermittently working on the Assisted Living unit. I do not recall that the transfer was due to bullying.
19. [REDACTED] was unhappy about working primarily on the long-term care unit because she stated frequently she had been hired for Assisted Living.
20. I remember [REDACTED] giving a note to the administrator at a clinical meeting, which stated she tried to talk with staff and had written, "Every day cannot be a bad day. Leave it at the door." I agreed with her sentiment about teamwork, as this had been something I discussed with staff at the Nursing Meeting. I felt [REDACTED] manner of presentation to her peers was sometimes off-putting.
21. I do not recall seeing or encountering any racial discrimination against [REDACTED] including allegations of intentional mispronunciation of her name, intrusive comments about her racial background, stereotypical remarks, differential treatment, ignored inquiries, yelling, or ostracizing. As her supervisor, I never participated in such behavior, [REDACTED] do not recall hearing such comments, nor was I made aware of such.
22. As stated in their employee handbook, all the new employees at [REDACTED] are oriented on confidentiality agreements and are aware of the importance of keeping resident information confidential.

23. On November 21, [REDACTED] sent a detailed and personal email about a patient from the Hospice nurse to the clinical team group email. This group included non-clinical staff like the Business Office manager, who did not need to know this private information.
24. I responded to [REDACTED] email: "Thank you for the update on [REDACTED] I wasn't aware that Hospice is picking him up. Just an FYI, I'm not sure who all is on the clinical team group e-mail, but let's ensure his privacy by keeping private information with staff who need to know.
25. Regarding [REDACTED] attendance, one of the documentation advisories was for a "pattern of absenteeism" dated December 4, 2024. On December 4, [REDACTED] requested to leave on December 5 for an urgent school conference and then to work only four hours of her shift. HR arranged for her to take PTO after 11:00 AM, but she called off for her entire shift on December 5.
26. On November 11, 2024, [REDACTED] was working on the Assisted Living unit during the daytime shift and was asked to work until 8:30 pm to cover the 8pm med pass, due to a call-off. She initially agreed to stay. Calls had been made to other facility staff and to a staffing agency, but no other coverage was available. She was made aware of this. After much verbalization, I told her I would pass the evening meds if she needed to leave for the day. She then agreed to stay. I asked her if she was sure, and she said yes, she would stay. The following morning, I received a text from her stating she could not come to work (her scheduled shift, 7a-7:30p) because she had worked the night before until 10pm and was calling off stating her legs were hurting. To recap, I had asked her to stay only until 8:30pm as I knew she was scheduled to work the next day. This call-off was considered an absence.
27. I have no knowledge of [REDACTED] bonus payout being intentionally prolonged as retaliation for her discomfort with passing pills early. I had no knowledge that she was to receive bonus pay.
28. I am not aware of any protocol regarding staff staying over shifts (working overtime) that correlates to time off. This is not an unusual request. Nurses work 12-hour shifts and can work up to 16 hours. We try to avoid that unless it's an emergency. In the incident where I asked [REDACTED] to stay over for one hour, it was an emergency. As for her discomfort with "passing pills early," it was explained to her that a nurse has a two-hour window of time to administer medications—up to one hour before or after the ordered time.
29. I also [REDACTED] a Documentation of Advisory to a MedTech involved in the same incident. (See #17)
30. It took several weeks after the medication error was found to conduct the investigation and implement disciplinary action, as previously stated in #17.
31. [REDACTED] had had previous medication error [REDACTED] before I arrived. She received a Documentation of Advisory in September TOGETHER with a Performance Improvement Plan (PIP), of which she was aware and had signed. The errors that occurred while I was there were her third medication errors since her hiring in August.

32. Based on her continued [REDACTED] with medication errors and not following her previous Performance Improvement Plan, it became a performance [REDACTED] and a liability for patients. The disciplinary process allows for additional counseling, final warning, suspension, or termination as per the Documentation of Advisory. [REDACTED]
33. The decision to terminate [REDACTED] was based on her overall performance [REDACTED] including not improving in medication delivery as per the seven rights of medication administration, attendance [REDACTED] and difficulties interfacing with peers. The decision was made in discussion with the Administrator, [REDACTED] and the HR director. [REDACTED]
34. I believe we did what we could to retain [REDACTED] given she was a relatively new employee, hired in August. I encouraged her to be a team leader and work with her staff.
35. The word 'disharmony' comes to mind when thinking of [REDACTED] personality, indicating discord among peers and a lack of agreement on necessary tasks for resident and staff care. I tried very hard to work with [REDACTED] and bring her around to a team concept way of thinking to enhance peer-to-peer relationships and overall performance. [REDACTED]
36. As to [REDACTED] allegation that [REDACTED] retaliated against her by terminating her without prior warning, ample warning had been given. As Virginia is an At Will state, no further warning was required from [REDACTED] [REDACTED]

I have read the above statement consisting of 5 pages. It is true and complete to the best of my knowledge and belief. I have made all necessary corrections and additions, initialing next to each. I understand that the information I have given is not to be considered confidential and that it may be shown to the interested parties. In accordance with 28 U.S.C. Section 1746, I declare under penalties of perjury that the above statements are true and correct to the best of my knowledge, information, and belief.



Signature

7/3/2025

Date

For Notary Public Use

City/County of <u>ERIE</u> Commonwealth/state of <u>PENNSYLVANIA</u> The foregoing instrument was subscribed and sworn before me this <u>3rd</u> day of <u>07</u> (month), 20 <u>25</u> (year) by  (name of person seeking jurat)  Notary Public's signature Notary registration number: <u>1418191</u> My commission expires: <u>SEPTEMBER 15, 2026</u>	Notary Stamp  Member, Pennsylvania Association of Notaries
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I hereby certify that I obtained the above affidavit in connection with a duly authorized complaint investigation.

Investigator Signature

Date

Exhibit No.: E-23

Rebuttal Affidavit of



Date: May 29, 2025

REBUTTAL AFFIDAVIT of

OHR Complaint No. 2025-2

The interview for this affidavit was conducted on May 29, 2025.

I, [REDACTED] do solemnly swear and affirm that:

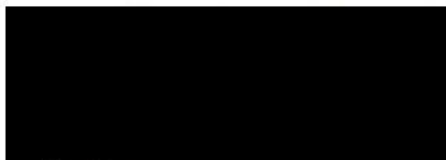
1. I was employed as a nurse at [REDACTED] (referred to as [REDACTED])
2. [REDACTED] claims I never raised any complaints about cultural insensitivity, racial comments, or differential treatment. This is untrue. I told HR multiple times about my workload, the breaks allowed for some people, and the help given to others. I emailed and spoke with [REDACTED] in HR about these [REDACTED] multiple times.
3. I did express being uncomfortable at work. I tried to give specific details about the [REDACTED] to [REDACTED] and told [REDACTED] multiple times about my general discomfort and about sexual comments being made. When I raised these [REDACTED] I was told "it'll be okay," "we'll figure it out," and "we're weeding the bad people out."
4. [REDACTED] alleges they were unaware of instances of my name being mispronounced. I did not bring this directly to HR, but [REDACTED] a supervisor, would mispronounce my name or act like she couldn't say it. I recall an incident at the nursing station where I called a colleague, [REDACTED] and she reacted strongly, while my name was consistently mispronounced without similar concern. [REDACTED] was present during the "[REDACTED] thing."
5. I did not directly bring up my feelings concerning cultural insensitivity or racial comments about my name to [REDACTED]. However, [REDACTED] being white, also mispronounced my name.
6. [REDACTED] alleges she is unaware of any comments made to me about my race, family background, music, or cultural preference. This is untrue. [REDACTED] was present when colleagues discussed country music versus rap music, with comments favoring country music, and a "whiskey conversation." She was also present during the sexual comment conversation. [REDACTED] was one of the main people who mistreated me.
7. [REDACTED] claims I was placed on three performance improvement plans (PIPs). I was not aware of being on three PIPs. I was only called into the office once for a verbal warning regarding Tylenol and Gabapentin for residents [REDACTED] and [REDACTED] with [REDACTED] and [REDACTED]. I did not sign that paper because I disagreed, stating the residents were alert and oriented and could confirm receiving medication. I wrote on the PIP that "I administered" the medication.
8. The other two alleged PIPs, one dated November 15 and another concerning a [REDACTED] incident on November 3, 2024, are untrue. I was never pulled into the office or spoken to about these. I only became aware of these two alleged PIPs when I was terminated.

9. Regarding my absences, I was terminated due to alleged absences on November 11 and December 5.
10. On November 11, I worked a 7 AM to 7 PM shift. Someone called out, and the DON wanted me to stay longer because there was no night nurse. I stayed until around 9 or 10 PM. They suggested I pull medications early, which I refused to do due to previous [REDACTED] with medication administration and concerns about my nursing license. I communicated my discomfort with this to HR and the DON. I explicitly told them I could not come to work the next day (November 12) because I had stayed for 15-16 hours and had ACL knee surgery, which prevented me from standing that long. No one relieved me or came to get the keys. I did not come to work on November 12, and no one from [REDACTED] said anything about it when I returned on November 15. They seemed okay; the DON did not have to get on the cart.
11. On December 5, I requested to be off or to work a partial shift to attend an urgent meeting at my daughter's school. I tried to find coverage but ultimately had to call out. I communicated this to them the day before. I was supposed to work until 11 AM, and [REDACTED] was supposed to have coverage for the rest of the day. I did not go in at all. After the fact, I received no communication, emails, paperwork, or phone calls regarding this absence.
12. I was terminated on December 9, shortly after my December 5 absence. I believe this termination was connected to seeing [REDACTED] and another employee engaging in inappropriate behavior outside the building. [REDACTED] disliked me generally.
13. I am aware of the employee handbook and policies regarding no-calls and no-shows. However, my December 5 absence was not a "no-call, no-show" because I alerted them over 24 hours in advance.
14. There was an altercation with [REDACTED] [REDACTED] emailed [REDACTED] about [REDACTED] treating me badly and being rude. [REDACTED] repeatedly tried to count the narcotic book by herself, which made me uncomfortable because two nurses are required to verify it, especially after previous allegations against me regarding medication. I told [REDACTED] I would not count with her until she followed proper procedure. I reported this to [REDACTED] via email around October 16, 2024. [REDACTED] called me about it and said we would meet with [REDACTED] but it never happened. [REDACTED] never did anything about my complaints regarding [REDACTED]
15. I sent an email disclosing a resident's private matter to the clinical team. This was a normal communication practice, and I have screenshots of doctors sending similar messages to the clinical team about residents' private matters, medicines, diagnoses, and skin rashes. I did not understand why I was suddenly not supposed to communicate that way.
16. I believe I was treated badly and that [REDACTED] tried to "throw me under the bus." I feel I was fired for no real reason. I believe I was mistreated because of my identified race or skin color, among multiple other reasons. I tried to address these [REDACTED] appropriately and was never aggressive.
17. [REDACTED] wrote the last two PIPs I allegedly received, the acting DON who was from out of state and left in December. I communicated well with [REDACTED] and was never called

into the office or spoken to by her regarding these. It seems convenient that they used her name because she is now out of state and cannot be part of the investigation.

18. I was very conscientious about medication administration after the first verbal warning, to ensure no similar [REDACTED] occurred.

I have read the above statement consisting of 3 pages. It is true and complete to the best of my knowledge and belief. I have made all necessary corrections and additions, initialing next to each. I understand that the information I have given is not to be considered confidential and that it may be shown to the interested parties. In accordance with 28 U.S.C. Section 1746, I declare under penalties of perjury that the above statements are true and correct to the best of my knowledge, information, and belief.



7/17/25

Date

For Notary Public Use

City/County of <u>Charlottesville</u> Commonwealth/state of <u>Virginia</u> The foregoing instrument was subscribed to and sworn before me this <u>17</u> day of <u>7</u> (month), 20 <u>25</u> (year) by <u>[REDACTED]</u> (Name of person seeking jurat) <u>[REDACTED]</u> Notary Public's signature Notary registration number: <u>00341388</u> My commission expires: <u>8/31/28</u>	Notary Stamp <u>[REDACTED]</u> 
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I hereby certify that I obtained the above affidavit in connection with a duly authorized complaint investigation.

[Signature]

Investigator Signature

07/17/2025

Date

Exhibit No.: E-24

Voice Memo— Medication Admin-
istration Concerns (Full Transcript)

Date: November 11, 2025

MEMORANDUM

TO: Case File 2025-2

FROM: Chyelle Chatman

DATE: November 11, 2024 (as per voice memo date)

SUBJECT: [REDACTED] Voice Memo - Medication Administration Concerns (Full Transcript)

I. Introduction This memo summarizes a voice message sent by [REDACTED] to [REDACTED] via text message on Monday, November 11, 2024, concerning her discomfort and professional concerns regarding medication administration practices.

II. Voice Memo Transcript

"Yeah, honestly, I'm just really uncomfortable, because I have had a time where they said you can't give pills early and that you're checking off pills late. And I expressed that we have to give the meds before breakfast at 8am because that's when the residents want it. And so they said something about that, or however, and then, you know, the time with you and [REDACTED] with old Tylenol and Gabapentin thing. Okay, so what they asked me to do was just to stay after a little bit. And I told him I could stay till, you know, my time is 7:30 I could say till eight or a little bit after 30 or 45, minutes. And they're asking me to just pre pool, and then just write down whatever I do, or I can check it off later. But it just worries me, because I've already gotten talked about or talked to about giving it early, or just how specific they are here, even about Tylenol. So I'm not comfortable giving medication early and then checking it off because they could call come back on me, and I don't want to play with my license. I mean, it's I'm in trouble any other time where I can't do it, but when it's convenient for them, they want me to do it, and it'll be okay. And I'm not comfortable just pulling early and not being able to check off on this stuff. So I just wanted to let you know and be aware of the situation, because again, I'm not comfortable doing that, and I've been spoke to before, and I know how particular they are and I don't want to receive a write up or something in the office. So I'm just making you aware because it doesn't seem like they're going anything to figure this out. All right, thank you."

From: [REDACTED]
To: [Chatman, Chyelle](#)
Subject: Re: Revisions to Rebuttal Affidavit
Date: Monday, July 21, 2025 1:46:02 PM

WARNING: This email has originated from **outside of the organization**. Do not click links or open attachments unless you recognize the sender and know the content is safe.



I sent you a voice memo from the date in NOV that I worked about 15 hours straight ... the day the night nurse called out and the director of nursing said if she had to take the keys she was leaving the facility .. so I had to stay over until someone relieved me which was not until 11 pm... I said I was not able to stay the whole time and they told me to just give the pills early and leave . I was uncomfortable passing meds early.

Despite that , the director of nursing did not come relieve me and nobody came to work until 11 pm . I was told it was okay to pass the pills early and leave the keys for the nurse ... I did not pass them early though I administered the meds at the correct time

Pls let me know if you have the message to include in evidence

[Sent from Yahoo Mail for iPhone](#)

On Wednesday, June 11, 2025, 12:41 PM, Chatman, Chyelle <chatmanc@charlottesville.gov> wrote:

Hi [REDACTED]

I hope this message finds you well.

Please find attached a file containing all email communications and screenshots you have sent to date, compiled for your review. This file does not include any other documents—only the email correspondence and screenshots previously provided by you.

Could you review the file to make sure that everything has been accurately captured? If you notice any omissions or discrepancies, please let me know at your earliest convenience so I can update the record accordingly.

Thank you for your attention to this matter.

From: [REDACTED] <[REDACTED]>
Sent: Friday, June 6, 2025 3:24 PM
To: Chatman, Chyelle <chatmanc@charlottesville.gov>
Subject: Re: Revisions to Rebuttal Affidavit

**** WARNING:** This email has originated from **outside of the organization**. Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Exhibit No.: E-25

Respondent Response to Request
for Information

From: [REDACTED]
To: [Chatman, Chyelle](#); [REDACTED]
Subject: RE: Request for Response and Supporting Documentation – Case 2025-2
Date: Friday, June 13, 2025 11:49:44 AM
Attachments: [image001.png](#)

WARNING: This email has originated from **outside of the organization**. Do not click links or open attachments unless you recognize the sender and know the content is safe.



Hello,

As you requested, please find the race/ethnicity information below:

Specifically, we need to collect race/ethnicity information from the following individuals:

- [REDACTED] - White
- [REDACTED] - White
- [REDACTED] - White

If you require further information, please don't hesitate to contact me.

Regards,

[REDACTED]
Human Resources Director

[REDACTED]

This e-mail and any attachments may contain information which is confidential, proprietary, privileged or otherwise protected by law. The information is solely intended for the named addressee (or a person responsible for delivering it to the addressee). If you are not the intended recipient of this message, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this e-mail in error, please notify the sender immediately by return e-mail and delete it from your computer.

From: Chatman, Chyelle <chatmanc@charlottesville.gov>

Attachment V



CITY OF CHARLOTTESVILLE

To be a place where everyone thrives

Office of Human Rights
P.O. Box 911
Charlottesville, Virginia 22902
Telephone: 434-970-3023
www.charlottesville.gov

February 4, 2026

Case 2025-2: Case Review and Determination

Procedural History

This complaint was filed with the Charlottesville Office of Human Rights on January 30, 2025, under the Code of the City of Charlottesville, Chapter 2, Article XV, the Charlottesville Human Rights Ordinance ("Ordinance"), as adopted by City Council on January 21, 2025. The investigation of this complaint was concluded on September 11, 2025. As Director of the Human Rights Commission, it is my duty to review the Investigative Report, make a finding on whether there is reasonable cause to believe a violation of the Ordinance has been committed, and to present the facts supporting such determination.

Legal Standard

The Ordinance, Section 2-431.1 states, "It shall be unlawful and a violation of this ordinance for any person, partnership, corporation, or other entity to engage in discrimination in employment on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age, marital status, sexual orientation, gender identity, military status, or disability. The prohibited actions in this section shall include and have the meanings ascribed to them in Virginia Human Rights Act, Virginia Code §§ 2.2-3900-3909, Virginia Code § 15.2-965, and 42 U.S.C. §§ 1981-2000h-6., as amended."

The Ordinance, Section 2-438(a) states, "[I]t shall be unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of having exercised or enjoyed, or on account of having aided or encouraged any other person in the exercise or enjoyment of, or on account of having filed a complaint of discrimination regarding any right granted or protected by this article."

First Issue

Background

The first issue investigated in Case 2025-2 was whether Respondent Company discriminated against Complainant on the basis of race in employment by subjecting her, from August 2024 to December 2024, to a hostile work environment characterized by the intentional mispronunciation of her name, speculative and intrusive comments about her racial background and family, stereotypical remarks targeting her race, and differential treatment by her supervisor, who ignored her professional inquiries, yelled at her, and ostracized her within the workplace.

Complainant was employed by Respondent Company during the time of the alleged discrimination (E21, p.1, ln.2)¹. Complainant was hired as a Full-time Day Shift Licensed Practical Nurse (E11, p.1) (E1, p.1, ln.1). The dates of employment were from July 23, 2024 (E11), through December 9, 2024 (E1). The final act in the alleged pattern of discriminatory harassment was when she was given a termination of employment letter at the start of her shift on December 10, 2024. Complainant self-identifies as Black American in terms of race (A4, p.3).

Determination and Analysis

For the first issue presented above, I find no reasonable cause to believe that discrimination occurred under the Charlottesville Human Rights Ordinance. I base my determination on the following analysis of the available evidence.

Issue 1, Element 1: *Was complainant subjected to unwelcome comments or conduct based upon her protected class status?*

Complainant alleged multiple instances of employees making unwelcome comments that she believed were racially motivated, including the following:

1. Intentionally mispronouncing her name (E18, p.1, ln.6-8): Complainant specifically stated that Witness 2, a coworker, did this when other staff or residents were around (E18, p.1, ln.7)
2. Questioning her racial background and identity (E18, p.1, ln.10)
3. Asking whether she was “fully Black” (E18, p.1, ln.11)
4. Encouraging a resident to call her “Black baby” (A4, p.8)
5. Making negative comments about cultural preferences like music (E18, p.2, ln.12)

¹ The parenthetical citations that appear throughout the background and analysis sections refer to specific evidence within the investigative report, which were reviewed for the purpose of making this finding.

The investigative report contains no evidence or witness testimony, aside from Complainant's own statements, to support the above allegations of race-related speech. Aside from stating that Witness 2 mispronounced her name (E18, p.1, ln.7-9) and witnessed other employees engaged in race-related conversations (E23, p.1, ln.6), Complainant does not name any of the coworkers she alleged made or witnessed race-related comments, and referred only to "coworkers," "some coworkers," "people," and "some staff members" engaging in this behavior (E18). Additionally, Complainant stated that she did not report the incidents of mispronouncing her name, nor the other alleged uses of race-related speech, to Respondent Company's human resources staff (E23, p.1, ln.3-4). While it is possible that these incidents took place, the absence of evidence makes them impossible to verify.

Complainant raised the following workplace concerns to Respondent Affiliate1, Human Resources Director, which she stated went unaddressed due to her skin tone (E17, p.23):

1. Unclear communication and rules regarding shift coverage and scheduling (E17, p. 12, and 14-15) (E17, p.11) (E23, p.2, ln. 10)
2. Med techs inappropriately ordering medications, storing pills that were broken in half, and providing wound care to patients (E17, p.29-30)
3. An altercation she had with Witness 3, a coworker, on October 15, 2024, that also involved an allegation that Witness 3 was improperly counting medications (E18, p.2, ln.14-15) (E23, p.14)
4. Being asked by Witness 1, the Director of Nursing (Complainant's supervisor), to administer medications early on November 11, 2024 (E23, p. 2, ln.10)

Regarding items 1 and 2 above, the investigative report did not include evidence detailing any actions Respondent Affiliate 1 may have taken in response to Complainant's concerns. The evidence did include confirmation from Respondent Affiliate 1 that Complainant's concerns in item 1 were received and would be addressed (E17, p.13). The evidence did not show any connection between Respondent Affiliate 1's response, or lack of additional follow up, and Complainant's race. Additionally, if Respondent Affiliate 1 took personnel action to correct any of the above concerns, Complainant would not be privy to those actions that did not directly involve her.

Regarding item 3 above, on October 16, 2024, Respondent Company provided a copy of an Employee Investigation Report of the incident (E15). The report included statements from Complainant (E15, p.3-7), Witness 2 (E15, p.1), and Witness 3 (E15, p.8-10), as well as Respondent Affiliate 1's assessment. The report also included a plan to assign Complainant and Witness 3 to different work areas (E15, p.1). No disciplinary action against Complainant or Witness 3 was documented in the evidence, and no connection was shown between the actions taken and Complainant's race.

Regarding item 4, Witness 1 stated that she asked Complainant to extend her shift on November 11, 2024, until 8:30pm to cover the 8:00pm medication pass, due to a lack of staffing (E22, p.3, ln.26). Complainant stated that her shift would have otherwise ended

at 7:00pm that day (E23, p.2, ln.10). Complainant also stated Witness 1 suggested that she pull the medications early (E23, p.2, ln.10). Witness 1 stated that a nurse has a two-hour window of time to administer medications – up to one hour before or after the ordered time (E22, p.3, ln.28). The scheduled time for delivery of the medication was 8:00pm (E22, p.3, ln. 26). Complainant expressed concern about deviating from the medication administration schedule because of previous issues with medication administration and concerns about her nursing license (E23, p.2, ln. 10). Witness 1 said that she also offered to cover the medication pass herself if Complainant needed to leave (E22, p.3, ln.26). Complainant elected to work until 9:49pm that night (E9, p.1) and presumably administered the medication at the scheduled time.

Complainant stated that her hesitation to administer medications early on November 11, 2024, was related to previous issues with medication administration. On October 4, 2024, Complainant received a Documentation of Advisory, dated September 28, 2024, regarding four medication administration errors that occurred in September (E14). These medication administration errors did not involve administering medications early or at a different time but rather an apparent failure to administer the medication at all. This Documentation of Advisory included an attached copy of “The Seven Rights of Medication Administration” from the source “DDS Health Toolkit” (E14, p.3). In this list of seven rights, “Right Time” is listed as the fourth right and includes only the text, “Are you certain that this is the right time to provide this medication to this individual?” The document does not contain any specific guidance as to a window of time for medication administration.

The only other documented guidance regarding the timing of medication administration found in the evidence was attached to another Documentation of Advisory that was presented to Complainant on December 10, 2024, along with her termination letter. This Documentation of Advisory was dated November 15, 2024, for a medication error that occurred on November 3, 2024 (E12). This Documentation of Advisory included a different version of the “7 Medication Rights and Considerations,” this time from the source Mediant International Healthcare Staffing (E12, p.4-5). This version of the “7 Rights” also lists “Right Time” as the fourth right, but it also states, “It is important to not only ensure that medications are administered within 30 minutes of the prescribed times, but also to review when the last dose of that medication was administered to ensure that too much medication isn’t being administered in too short of a time span.”

The guidance in Respondent Company’s Documentation of Advisory dated November 15, 2024, contradicts the “two-hour window” protocol that Witness 1 claimed to have told Complainant on November 11, 2024. The Documentation of Advisory with the conflicting guidance was both signed by Witness 1 and given to Complainant after she was asked to do something different by Witness 1. This raises the question whether Respondent Company is communicating a consistent policy regarding the timing of medication administration. Nonetheless, the evidence shows no connection between the request from Witness 1 and Complainant’s race.

Aside from Complainant’s testimony, no additional evidence is presented that shows Complainant’s professional inquiries were dismissed or that Complainant’s supervisor, Witness 1, yelled at, ostracized, or otherwise mistreated Complainant in the workplace. While Complainant may have experienced negative treatment by Witness 1,

without witness testimony or other supporting evidence, there is no way to verify the allegation. Furthermore, Respondent Affiliate 1 stated that she did not receive any direct complaints about Witness 1 regarding leadership misconduct (E19, p.3, ln.28).

Issue 1, Element 2: *Did the unwelcome conduct or comments result in a tangible job action, or was it sufficiently severe or pervasive to interfere with Complainant's work performance to create a hostile environment, as measured by the standard of a reasonable person in Complainant's situation?*

Complainant stated that the way that her coworkers treated her made her feel uncomfortable, unwanted, excluded, and isolated at work, creating a toxic environment that hindered her ability to do her job (A4, p.8). Though Complainant's employment was terminated on December 10, 2024 (E1), the evidence does not support that the adverse treatment by her coworkers, or the termination of employment, were connected to a pattern of race-based harassment.

Complainant did report a conflict involving Witness 3 and herself on October 15, 2024. Human Resources conducted an internal investigation and took action to separate Complainant and Witness 3 (E15). No disciplinary action was taken, there was no evidence indicating further conflict between Complainant and Witness 3, and there was no alleged or demonstrated connection between the incident and Complainant's race.

This is not meant to diminish Complainant's perception that her coworkers treated her in a way that made her feel uncomfortable, unwanted, excluded, and isolated. However, it is not clear from the evidence that Complainant reported to her supervisor or Human Resources any incidents of race-based harassment, the dates of such incidents, or the people involved. Her perception of her relations with her coworkers clearly shaped her experience in the workplace and caused her personal distress, but there is no clear, evidence-based link between her race and her negative interactions with coworkers.

Issue1, Element 3: *Does a basis exist for holding Respondent Company liable for harassment?*

Complainant named various coworkers when reporting her concerns about workplace issues like shift coverage (E17, p.11-15), med tech practices (E17, p.29), medication administration (E24, p.1), and employee relationships (E6, p.1) (E17, p.7-9), but there is no evidence of Complainant having presented Respondent with any names and dates associated with the incidents of alleged race-based harassment. Aside from her email about the conflict with Witness 3 (E17, p.7-9), the only other communication included in the evidence about the reasons for her discomfort was general and non-specific (E17, p.31). Complainant also stated that she did not notify Respondent Company about the issue of her name being mispronounced, her feelings concerning cultural sensitivity, or racial comments about her name (E23, p.1, ln.4-5). If Respondent Company was not aware of the incidents, there can be no reasonable expectation that Respondent

Company could have taken corrective action to address the alleged harassment nor be held liable for failing to do so.

▪ ***Respondent's Articulated Reason for Its Actions***

In a written statement presented to the Investigator, the Executive Director of Respondent Company, Respondent Affiliate 2, stated that Complainant never reported any incidents of retaliation or harassment based on her race. She stated that Complainant's employment was terminated due to performance problems including medication errors, attendance, and concerns from other staff that she created unnecessary tension and drama (E7, p.3). Respondent Affiliate 2 also stated that Complainant's supervisor, Witness 1, recommended Complainant's employment termination based on the above performance concerns (E7, p.2). Witness 1 confirmed that the decision to terminate Complainant's employment was made in consultation with Respondent Affiliate 1 and Respondent Affiliate 2 and was based on performance issues including errors in medication administration, attendance, and difficulties interfacing with her peers (E22, p.4, ln.33).

Respondent Affiliate 1 stated that Complainant's employment was terminated based on performance issues, including the accumulation of three Performance Improvement Plans (PIPs) (E19, p.1, ln.9). Based on a review of the documentary evidence, the PIP is a component of, or issued at the same time as, the Documentation of Advisory. Two of the Documentations of Advisory included PIPs for medication administration errors (E12 and E14). One Documentation of Advisory was for attendance and disclosure of private patient information via the "clinical team" email (E13) and did not include a PIP.

The first Documentation of Advisory and PIP was presented to Complainant on October 4, 2024, and describes four medication errors that took place in September: two involving Tylenol and two involving Gabapentin (a controlled substance) (E14). It is not clear from the evidence whether the Tylenol error occurred (E14, p.13-15). The evidence appears to support the occurrence of the Gabapentin errors. With both Gabapentin errors the medication was marked as given on the administration record but is not signed out on the controlled substance record, and the pill count does not reflect that the medication was given (E14, p.4-11).

The second Documentation of Advisory (E12) was presented to Complainant at the same time as her termination letter on December 10, 2024 (E19, p.2, ln.19). It documents two Gabapentin administration errors that occurred on November 3, 2024, in which Complainant signed the administration record for two doses but did not sign the controlled substance record, and the pill count does not reflect that the medication was given (E12, p.2-3). The evidence appears to support the occurrence of the errors. Though Witness 1 signed the Documentation of Advisory on December 6, 2024, she did not present it to or discuss it with Complainant because Complainant did not work that day (E9, p.3), and December 6th was Witness 1's final day of employment with Respondent Company (E22, p.1, ln.1).

The third Documentation of Advisory (E13) was also presented to Complainant at the same time as her termination letter on December 10, 2024 (E19, p.2, ln.19). The issue in this Documentation of Advisory was Complainant's absences on November 12, 2024, and December 5, 2024 (E13). The Documentation of Advisory also includes copies of an email thread in which Complainant informed Witness 1 that she was leaving early on November 26, 2024 (E13, p.2). Also attached was a copy of an email thread from November 21, 2024, in which Complainant sent an email to the entire clinical team disclosing private information about a resident, and Witness 1 responded by coaching Complainant to use more discretion when disclosing private information about residents (E13, p.3). While neither the email on November 21st nor the early departure on November 26th were mentioned in the "Advisory session" section of the Documentation of Advisory, both support Respondent's stated reasons for termination of Complainant's employment.

Regarding Complainant's professional relationships with coworkers, Respondent Affiliate 2 provided a written statement from Witness 4 along with supporting photographic evidence of potential bullying by Complainant (E7, p.4-13). As a result of the alleged bullying, Respondent Company reassigned Complainant from Assisted Living to Longterm Care and changed the roles and shifts of other employees to minimize interactions between Complainant and Witness 4 (E19, p.3, ln.32).

Witness 1 used the word "disharmony" to describe Complainant's relations with peers (E22, p.4, ln.35), referencing Complainant's difficulties interfacing with peers (E22, p.4, ln.33) and a lack of agreement on necessary tasks for resident and staff care (E22, p.4, ln. 35), despite Witness 1's attempts to coach Complainant to be a team leader (E22, p.4, ln.34) and to enhance peer-to-peer relationships and overall performance (E22, p.4, ln.35).

There is no evidence that Complainant reported her allegations of race-based harassment to Respondent Company. Complainant stated that Witness 2 mispronounced her name (E18, p.1, ln.6-7), but she also stated that she did not report this to supervisors (E18, p.1, ln.9). While she mentioned conflicts with coworkers in her email to Respondent Affiliate 1 on October 16, 2024, she mentioned no other coworkers by name, aside from Witness 3 (E17, p.7-9). She did not state in the email that that she believed any of the conflicts with Witness 3 or other unnamed coworkers were based upon her race (E17, p.7-9). Respondent Affiliate 1 stated that she received "informal concerns" from Complainant regarding Witness 4's behavior (E19, p.2, ln.29). In an email, dated September 17, 2024, Complainant reported a concern about Witness 4 to Respondent Affiliate 1 regarding shift coverage (E17, p.12). In an email, dated October 6, 2024, Complainant reported a concern about Witness 4 to Respondent 1 regarding resident care (E17, p.29). Complainant did not state in either email that Witness 4 engaged in race-based harassment.

Additionally, Respondent Affiliate 1 documented in her report about the incident between Complainant and Witness 3 on October 15, 2024, that Witness 3 claimed tension had been building with Complainant because Complainant did not consistently provide Shift Reports in a timely fashion (E15, p.1). The report also stated that, following the incident, Complainant was assigned to work "downstairs in Carlyle HACC" while Witness 3 "can only work on the AL side of the building" (E15, p.1).

Respondent Company appears to have acted within the scope of the Employee Handbook when deciding to terminate Complainant's employment. Per Respondent Company's Employee Handbook, "The Progressive Discipline Policy does not guarantee that all the steps will necessarily be followed! Depending upon circumstances and factors, such as the employee's past work record and seriousness of the offense, management reserves the right to enter into any level of disciplinary action, or termination, it deems appropriate. The use of progressive discipline does not alter the employment-at-will status of an employee" (E16, p.22 [p.18 of the Handbook itself], sec.4). Respondent Company provided documentary evidence supporting concerns about Complainant's attendance, medication errors, and relations with coworkers, thereby presenting a nondiscriminatory reason for its actions.

▪ ***Complainant's Rebuttal or Identification of Pretext***

Complainant disputed Respondent Company's assertion that she did not raise complaints about cultural insensitivity, racial comments, or differential treatment (E23, p.1, ln. 2). However, there is no evidence showing that she raised any concerns other than general workplace issues, unrelated to race. Complainant also later said that she did not directly bring up her feelings concerning cultural insensitivity or racial comments about her name to Respondent Affiliate 1 (E23, p.1, ln.5).

Complainant claimed that Witness 2 was aware of and heard comments by other employees about Complainant's race, family background, and cultural preferences (E23, p.1, ln.6), yet Complainant did not name any of the employees involved or any other witnesses to these comments except Witness 2. Witness 2 claimed that she was unaware of any comments made about Complainant's race, family background, music, or cultural preferences (E20, p.1, ln.7).

Regarding the first Documentation of Advisory, Complainant disputed all errors and claimed that the medication documentation was correct when she ended her shift (E14, p.2). While the evidence is unclear regarding the Tylenol error (E14, p.13-16), the narcotic control records reflect that Complainant did not sign out the Gabapentin doses, as required (E14, p.7 & 11).

Complainant stated that she was not aware of being on three PIPs and was only called into the office for the first Documentation of Advisory (E23, p.1, ln.7). This is supported by the evidence. The second Documentation of Advisory included a PIP, but was not presented to Complainant until Tuesday, December 10, 2024, the same day her employment was terminated. The third Documentation of Advisory did not include a PIP and was also presented to Complainant on December 10, 2024. Both were signed by Complainant's supervisor, Witness 1, on Friday, December 6, 2024, a date on which Complainant did not work (E9, p.3). The second and third Documentations of Advisory were presented as supporting documentation for the termination (E19, p.2, ln.19), and there is no evidence that Complainant was given an opportunity to provide rebuttal.

In the third Documentation of Advisory, Witness 1 stated that Complainant “called off” on November 12, 2024 (E13, p.1). Complainant stated that she notified Human Resources and the Director of Nursing that she would not be able to work due to having knee pain from a previous ACL surgery (E23, p.2, ln.10). Witness 1 stated that she received notification from Complainant, via text on the morning of November 12, 2024, that Complainant would not be coming to work (E22, p.3, ln.26). There is no record that Witness 1 approved this absence, and Complaint’s timecard labels this day as a “CALLOUT.”

Witness 1 also stated in the third Documentation of Advisory that Complainant “called off” on December 5, 2024. The evidence shows that Complainant contacted Respondent Affiliate 1 by text message on December 4, 2024, to request time off the following day (E17, p.16-17). Complainant received approval from Respondent 1 to leave after 11:00am on December 5, 2024 (E17, p.16-17) (E22, p.3, ln.25). However, Complainant confirmed that she did not work at all that day (E23, p.2, ln.11). Complainant stated that she was aware of the Employee Handbook and Respondent’s policies on “no call, no shows,” but did not feel that her absence that day was a “no call, no show” because she notified Respondent more than 24 hours in advance (E23, p.2, ln. 11-13). Per Complainant’s timecard, Witness 1 directed the use of Complainant’s PTO to cover the entire shift that day (E9, p.3).

Respondent Company’s Employee Handbook states that “an employee is deemed absent when he/she is unavailable for work as assigned/scheduled and such time off was not scheduled/approved in advance as required by department notification procedure” (E16, p.42 [page 38 of Handbook]). The Employee Handbook also states that employees are required to find another employee to cover their shift in the event of an absence, but the Supervisor has the final determination of whether the absence is approved (E16, p.41 [page 37 of Handbook]).

Relating to the coaching she received for sharing personal information about a resident with the “clinical team” via email, Complainant stated that this was a normal communication practice (E23, p.2, ln.15). As an example of similar communication, Complainant shared a screenshot of a message from a doctor employed by Respondent Company asking about a resident’s rash (E17, p.18-19). There is no evidence presented showing that Respondent Company took any disciplinary action regarding the doctor’s communication. The confidentiality policy in the Employee Handbook does not delve into the nuances of what might be considered inappropriate information to be shared with the clinical team (E9, p.26). However, Witness 1 noted that the “clinical team” group email included non-clinical staff who did not need to know the resident’s private information (E9, p.3, ln.23), which may point to a need for Respondent Company to examine how the “clinical team” email is used generally.

Regarding Respondent’s lack of response to Complainant’s reported concerns, Complainant stated that she notified Respondent Affiliate 1 about the incident with Witness 3 that occurred on October 15, 2024, but there was no follow up (E23, p.2, ln.14). However, the evidence included a copy of the Internal Investigative Report prepared by Respondent Affiliate 1, showing that corrective action was taken (E15). All of the other

reported concerns about other employees' work performance would have been private personnel matters handled by Human Resources.

While Complainant asserted that she believed she was "fired for no real reason" and that she was mistreated because of her identified race or skin color (E23, p.2, ln.16), the evidence does not support that Respondent Company's reasons for its actions were a pretext for racial harassment.

Second Issue

Background

The second issue investigated in Case 2025-2 was whether Respondent Company retaliated against Complainant on the basis of race in employment when on December 10, 2024, Complainant was terminated without prior warning or adherence to the company's disciplinary policy, after reporting workplace harassment and violations of company policies to Human Resources.

Determination and Analysis

For the second issue presented above, I find no reasonable cause to believe that retaliation occurred under the Charlottesville Human Rights Ordinance. I base my determination on the following analysis of the available evidence.

Issue 2, Element 1: *Did Complainant oppose what Complainant reasonably and in good faith believed to be an unlawful employment practice?*

As noted above in Issue 1, Element 1, Complainant opposed, and reported to Respondent Affiliate 1, workplace issues which she believed to be, if not unlawful, against company policy or in conflict with professional standards. However, the evidence does not support that Complainant reported race-based workplace harassment to Respondent Affiliate 1, Respondent Affiliate 2, or Witness 1.

In her rebuttal, Complainant also stated that she believed her employment termination was connected to her having seen Witness 2 engaged in inappropriate behavior outside the building (E23, p.2, ln.12). Complainant presented a copy of an email that she sent to Respondent Affiliate 1 stating that she saw Witness 2 and another employee engaging in sexual behavior while at work (E17, p.2). However, the email was sent on December 10, 2024, after Complainant's employment had already been terminated. There is no evidence, aside from Complainant's own statements, that Complainant had reported this behavior while employed, such that it could have prompted a retaliatory response by Respondent Company.

While Witness 2 was the only person that Complainant identified by name as both someone who engaged in and witnessed race-based harassment, there was no evidence showing that Complainant reported the race-based harassment or Witness 2's sexual behavior to Respondent Affiliate 1, Respondent Affiliate 2, or Witness 1 during the time of her employment.

Issue 2, Element 2: *Did Respondent subject Complainant to adverse treatment?*

Respondent terminated Complainant's employment on December 10, 2024 (E19, p.2, ln.19).

Issue 2, Element 3: *Was there a causal connection between Complainant's protected activity and the adverse action?*

Complainant stated that after reporting hostile working conditions and several violations of company policy, she was abruptly terminated (A4, p.8). She also stated that the company failed to follow its own disciplinary procedures and that she was let go without any warning (A4, p.8).

In email correspondence between Complainant and two other employees, on December 10, 2024, after her employment was terminated, Complainant stated that she suspected she was fired for multiple reasons including having seen Witness 2 kissing another employee, breaching HIPAA by sending a question about a resident's dietary needs using the clinical team email group, call outs, and a single medical error (E6). In that same email thread, she also stated that she felt that other employees used the clinical team email in a similar fashion, called out more frequently, and committed multiple medication errors but were not disciplined in the same manner as she was (E6, p.3).

As described in Issue 1, Element 3, the evidence supports that Complaint's employment was terminated for multiple medication errors, call outs, and misuse of the clinical team email, though not for asking about a resident's dietary needs. Respondent Affiliate 1 stated that the incident involving a resident's dietary needs did not factor into the termination of Complainant's employment (E19, p.3, ln.35). No evidence was presented showing whether other employees were disciplined differently due to call outs or medication errors.

While there is evidence supporting Complainant's reporting of general workplace concerns by email and text (E17), Complainant also claimed that she met with Respondent Affiliate 1 and Respondent Affiliate 2 in October 2024 to address the alleged harassment. However, there is no evidence supporting Complainant's assertion that the meeting occurred or that she reported race-based harassment in any other manner.

As Complainant stated, the time was short between Witness 1's signing of Complainant's second and third Documentations of Advisory on December 6, 2024, and the termination of Complainant's employment on December 10, 2024. However, the incidents cited in the second and third Documentations of Advisory included a medication administration error,

and attendance issues on November 12, 2024, November 26, 2024, and December 5, 2024 (E12 and E13). This coupled with the three medication errors cited in the first Documentation of Advisory (E14) present sufficient, non-retaliatory reasons for Respondent's decision to terminate Complainant's employment, as described in Respondent's articulated reasons for its actions in Issue 1, Element 3.

As noted above in Issue 1, Element 3, Respondent Company's Employee Handbook states, "The Progressive Discipline Policy does not guarantee that all the steps will necessarily be followed! Depending upon circumstances and factors, such as the employee's past work record and seriousness of the offense, management reserves the right to enter into any level of disciplinary action, or termination, it deems appropriate. The use of progressive discipline does not alter the employment-at-will status of an employee." (E16, p.22 [p.18 of the Handbook itself], sec.4). Respondent Company appears to have acted within the scope of the Employee Handbook when deciding to terminate Complainant's employment.

Summary of Findings and Recommendations

There is insufficient evidence to find reasonable cause to believe employment discrimination on the basis of race or retaliation occurred in this case. Respondent Company presented sufficient evidence to support a non-discriminatory reason for its actions.

It is noteworthy that there were no Documentations of Advisory or PIPs related to Complainant's peer-to-peer relationships, even though Respondent Affiliate 1, Respondent Affiliate 2, and Witness 1 all claimed that this was a factor in the termination of Complainant's employment. There may have been a missed opportunity during Complainant's employment for dialogue about these relationships that could have revealed more information about the alleged harassment. If such a dialogue took place, there is no record of it in the evidence.

Similarly, Complainant could have reported the alleged incidents of race-based harassment to her supervisor or Human Resources, naming the specific employees who engaged in the behavior and any witnesses, but there is no evidence that she did so, providing no opportunity for Respondent Company to address the allegations.

Two aspects of Respondent Company policy seemed ambiguous based on the evidence. First, the guidance around the timing of medication administration varied between what was said to Complainant by Witness 1 and what was described in the Documentations of Advisory. Clarification of protocols could help alleviate similar concerns about the timing of medication administration in the future. Second, guidelines for appropriate use of the "clinical team" email group may need to be clarified, i.e. distinguishing the difference between a doctor sending a message to that group asking about updates regarding a resident's rash versus Complainant notifying the group regarding a resident's ability and right to engage in self-stimulation. A review of the purpose and use of that email group, coupled with more clarity around what should not be shared, may be valuable.

Next Steps

Per Section 2-439.1(b) of the Ordinance, Complainant has the right to appeal the finding of no reasonable cause by filing a written request for review of the determination with the Human Rights Commission within 10 calendar days of receipt of this determination. Such a written request may be submitted to the Commission in the following ways:

- By email: humanrights@charlottesville.gov
- By mail:
Charlottesville Human Rights Commission
PO Box 911, Charlottesville, VA 22902
- By hand delivery:
Charlottesville Office of Human Rights
507 East Main Street, Charlottesville, VA 22902

When submitting a request for review, Complainant should reference Case 2025-2 and provide current contact information to enable follow-up communication from the Commission.

This determination serves as notice of dismissal of Case 2025-2. If no request for review of this determination is made by Complainant within 10 calendar days of receipt of this notice, the determination and dismissal shall be considered final.

A handwritten signature in black ink, appearing to read 'Todd Niemeier', with a long horizontal line extending to the right.

Todd Niemeier
Director
City of Charlottesville
Human Rights Commission
Office of Human Rights