

**DNA-People’s Legal Services, Inc.**  
**Personnel Policies & Procedures Manual**  
**Appendix A – Forms**

The most recent version of following forms are available from your Office Manager; if you cannot locate them, please contact DNA’s Administrative Assistant:

- Request for Leave
- Training Request and Report
- Travel Authorization/Advance Request
- Travel Expense Statement
- Authorization and Release of Protected Information
- Retainer Agreement
- LSC Compliance Checklist
- Case Closing Checklist
- “Form 10” Application for Services
- Statement of Facts (also in Litigator’s Manual)
- DNA’s Performance Evaluations are located in Appendix D of the Personnel Policies & Procedures Manual.

The following forms are provided in this Appendix:

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# ELFP APPLICATION AND AGREEMENT

## Educational Loan Forgiveness Program

NAME: \_\_\_\_\_ POSITION: \_\_\_\_\_

OFFICE: \_\_\_\_\_ DATE OF INITIAL HIRE: \_\_\_\_\_

PLEASE LIST ALL OUTSTANDING EDUCATIONAL AND BAR STUDY LOANS BELOW (continue on another page, if necessary):

Type of Loan	Name of Lender	Unpaid Balance	Required Monthly or Quarterly Payment	Date of First Payment

Are you currently participating in any other loan forgiveness program? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, the Program Administrator may require additional information regarding this program, including the type of program, loans covered by that program, and monies payable to you (the applicant) under that program.

Do you anticipate being eligible for any other loan forgiveness program in the future? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, you must immediately inform the Accounting of your participation in that program when it becomes effective.

I have read and agree to abide by the guidelines for "Loan Forgiveness Program" in Section 3.04 of DNA's Personnel Policies & Procedures Manual. I understand that, during the first three years of my employment with DNA, I will be required to sign a promissory note before receiving each loan forgiveness check. By signing these promissory notes, I understand that if I voluntarily resign or am terminated before the completion of my three-year commitment to DNA, I must repay to DNA some or all of the forgiveness money I received.

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATED

# ELFP PROMISSORY NOTE

(Educational Loan Forgiveness Program)

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

I, \_\_\_\_\_ (“EMPLOYEE”), promise to pay to DNA-People’s Legal Services, Inc. (“DNA”) at its Window Rock office, the sum of the amounts that are advanced to me and endorsed in the Schedule of Advances set forth below, plus all reasonable attorney’s fees and other costs and charges necessary for the collection of any amount not paid when due according to the terms of this note.

**SCHEDULE OF ADVANCES**

No.	Cash Advance	Employee Signature	Date	Total Advanced to Date
1.				
2.				
3.				
4.				
5.				

I further understand and agree that:

**REPAYMENTS**

1. The repayment period begins on the first day following my termination from full-time employment with DNA. The repayment period shall continue until all of the monies I owe to DNA under this Promissory Note (and all other preceding Promissory Notes) of DNA’s ELFP are paid in full.
2. Upon my termination from full-time employment with DNA, all amount due to DNA ELFP loan amount shall be deducted from my final pay.

**FORGIVENESS**

3. This money is being advanced to me as a loan. These loans are tied to a three-year commitment to DNA. Beginning with my 7<sup>th</sup> quarter (1 year 7mos)of full-time employment (4qtrs per year x 3 yrs), I will be entitled to have some or all of these loans forgiven according to the following schedule:

NUMBER OF QUARTERS OF FULL TIME EMPLOYMENT COMPLETED	PERCENTAGE OF TOTAL PAYMENTS MADE BY DNA TO THE PARTICIPANT ELIGIBLE FOR FORGIVENESS
1Qtr (Jan-Mar).....	1 <sup>ST</sup> YEAR .....0%
2 Qtr (Apr-Jun) .....	.....0%
3 Qtr (Jul-Sept).....	.....0%
4 Qtr (Oct-Dec).....	.....0%
5 Qtr (Jan-Mar).....	2 <sup>ND</sup> YEAR .....0%
6 Qtr (Apr-Jun) .....	.....0%
7 Qtr (Jul-Sept).....	.....15%

8 Qtr (Oct-Dec).....	30%
9Qtr (Jan-Mar).....	3 <sup>RD</sup> YEAR.....45%
10 Qtr (Apr-Jun) .....	60%
11 Qtr (Jul-Sept).....	75%
12 Qtr (Oct-Dec).....	100%

If and when I complete 12 quarters (year 3) of full-time employment, the "Total Advanced to Date" will be 100% forgiven, and this note will become null and void. Quarters are measured from the date of my initial full-time employment with DNA.

**I CERTIFY THAT**

I understand that I am receiving a loan which must be repaid; my rights and obligations under this loan are contained in the above terms; I have read this promissory note; and I have a copy of this note.

Employees Signature: \_\_\_\_\_ SSN: \_\_\_\_\_

Current Address: \_\_\_\_\_

Permanent Address: \_\_\_\_\_

Cell no: ( ) \_\_\_\_\_ Home: ( ) \_\_\_\_\_ Message: ( ) \_\_\_\_\_

# BAR LEAVE PROMISSORY NOTE

Date \_\_\_\_\_

I, \_\_\_\_\_ (“Maker”), promise to pay to DNA-People’s Legal Services, Inc. (“DNA”) at its Window Rock office, the sum of the amounts that are advanced to me as Bar Leave salary, plus all reasonable attorney’s fees and other costs and charges necessary for the collection of any amount not paid when due according to the terms of this note.

I have read and agree to abide by the guidelines for “DNA’s Bar Examinations Leave” in section IX(J) of DNA’s Personnel Policies & Procedures Manual. By signing this promissory note, I understand that if I voluntarily resign or am terminated before the completion of 5<sup>th</sup> quarter after my last day of Bar Leave, I must repay to DNA some or all of the Bar Leave money I received.

I further understand and agree that:

## REPAYMENT

1. The repayment period begins on the first day of the first month following my termination from full-time employment with DNA, regardless of whether my termination is voluntary or involuntary. The repayment period shall continue until all of the monies I owe to DNA under this Promissory Note under DNA’s Bar Examinations Leave policy are paid in full.
2. The first repayment of any Bar Leave salary that I owe may be withheld by DNA from any accrued annual leave money that I am otherwise entitled to when I terminate my employment with DNA, not to exceed one-half of my accrued annual leave payment amount.
3. Beyond any amount withheld from my accrued annual leave payment upon my termination of employment with DNA, I promise to repay any amounts due in equal monthly installments. In no event shall monthly installments be less than \$30.00.
4. Upon my termination from full-time employment with DNA, I will work with DNA’s Accounting Office to create a schedule of repayment, which shall be attached to and made a part of this note. If I fail to work with DNA on the schedule of repayment, DNA will create one for me, and it will be attached to and made a part of this note.

## FORGIVENESS

5. This money is being advanced to me as a loan, as salary while I’m on bar leave. These loans are tied to my three-year commitment to DNA. After a successful completion of probationary status, beginning with my 3<sup>rd</sup> quarter FTE after my last day of bar leave (one quarter=3 months), I will be entitled to have some or all of these loans forgiven according to the following schedule:

<u>Number of FTE days Completed, following last day of Bar Leave</u>	<u>(%) of Total Payments for Litigators eligible for forgiveness</u>
1 Qtr (0-90 days).....	0%
2 Qtr (91-180 days).....	25%
3 Qtr (181-270 days).....	50%
4 Qtr (270-365 days).....	75%
5 Qtr (365+).....	100%

If and when I complete 5 quarters of full-time employment beyond my last day of Bar Leave, the total amount advanced to me in Bar Leave to date will be 100% forgiven, and this note will become null and void. Quarters are measured from the last day of my bar leave.

6. I understand that, if I am granted bar leave for a second bar exam, I will need to sign a new Promissory Note, and that my year-and-a-quarter to forgive that bar leave will start anew.

**I CERTIFY THAT:**

I understand that I am receiving a loan which must be repaid; my rights and obligations under this loan are contained in the above terms; I have read this promissory note; and I have a copy of this note.

Employees Signature: \_\_\_\_\_ SSN: \_\_\_\_\_

Current Address: \_\_\_\_\_

Permanent Address: \_\_\_\_\_

Cell no: ( ) \_\_\_\_\_ Home: ( ) \_\_\_\_\_ Message: ( ) \_\_\_\_\_

# REQUEST TO PERFORM OUTSIDE PRACTICE OF LAW

The requirement to request permission to engage in outside practice applies equally to DNA attorneys and advocates. 45 CFR 1604.2(a), failure to request and receive approval before beginning outside representation may be grounds for discipline, including termination.

TO: DNA Executive Director

FROM: \_\_\_\_\_

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

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## I request permission to engage in the outside practice of law. This practice will be

*(Check appropriate boxes and give details as required)*

**COMPENSATED**

I am a newly employed attorney and have a professional responsibility to close cases from a previous law practice.

Give date of hire: \_\_\_\_\_

List of cases to be completed: \_\_\_\_\_

\_\_\_\_\_

**UNCOMPENSATED**

I am acting on behalf of a close friend or family member, and will have no more than 2 matters pending in this category if this request is approved.

Explain the nature of the family relationship/friendship:

\_\_\_\_\_

\_\_\_\_\_

This outside practice is not inconsistent with my full-time responsibilities to DNA and its clients for the following reasons *(confirm that this case is not a conflict of interest for DNA and its clients, and explain, along with any other relevant factors, the nature of the case, the estimated amount of time necessary to complete the case, when the attorney/advocate plans to work on the case, and the dates of hearings scheduled in the case, if any)*:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## I presently have the following outside practice matters pending

**COMPENSATED**

From previous practice: \_\_\_\_\_

\_\_\_\_\_

**UNCOMPENSATED**

Friend or Family: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The case does not involve a subject matter, policy or program of this component. I understand that I am not to use my official position in providing these services, that no work on the case will be performed during duty hours, and that I am not to use the time of a subordinate.

APPROVED /  DENIED:

APPROVED /  DENIED:

\_\_\_\_\_  
Managing Attorney                      Date

\_\_\_\_\_  
Executive Director                      Date

The reason(s) for denial is/are: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# CLIENT ACKNOWLEDGEMENT of OUTSIDE PRACTICE OF LAW

To: Managing Attorney

From: \_\_\_\_\_  
Requestor

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

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I, \_\_\_\_\_ am requesting permission for \_\_\_\_\_  
Requestor Staff Attorney

to engage in outside practice of law for a part-time basis to represent me in a legal matter, in a case concerning \_\_\_\_\_, which will commence beginning \_\_\_\_\_ and end approximately \_\_\_\_\_. It was explained that DNA-People's Legal Services, Inc. will have no role in my representation nor will the hired attorney use their official position in providing these services and that no work on this case will be performed during duty hours, and that the attorney hired will not use the time of a subordinate; rather, the individual attorney represents me outside of their DNA employment.

**I HAVE READ THIS AGREEMENT AND UNDERSTAND IT.** I specifically understand that I have no attorney-client relationship with DNA-People's Legal Services, Inc.

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Requestor's Print Name	Signature	Date
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**STAFF ATTORNEY ACKNOWLEDGEMENT**

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Attorney Print Name	Signature	Date
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# Yes, I Speak

See <http://www.lep.gov/resources/ISpeakCards2004.pdf>, plus here's the Navajo and Hopi to add to it:

In Hopi: “Nuuh Hopii tukaii taa”

In Navajo: “Dinéh ke’ja yáish té”

***Under Title VI of the 1964 Civil Rights Act, public agencies are obligated to provide competent language assistance to limited-English-proficient individuals.***

# ACKNOWLEDGEMENT OF DNA AGREEMENTS

## For Pro-Bono Attorneys, Volunteers, Law Clerks, Interns & Interpreters

We need you to read and sign this agreement, so that we know you understand our expectations: That you'll keep all information confidential; that you'll tell us if you have a professional or personal conflict of interest; and that you will not give legal advice.

CONFIDENTIALITY. All DNA employees have an obligation, under lawyer's Rules of Ethics, to keep all information about a client and their case confidential. This means we cannot tell our friends, families, or anyone else, about a DNA client--not their name, the names of their opposing party, no facts of their cases which would identify who they are, not even the fact that they came to DNA seeking legal assistance. We can only talk about a case with an attorney in order to clarify how we can(not) help a client, we also cannot use any information provided by a client--including income, social security numbers, addresses, etc., for any purpose whatsoever. These obligations extend to you.

CONFLICT OF INTEREST. Because of our obligation to hold information confidential, we also have an ethical obligation not to help someone against a former or current client of ours. Our staff will determine whether it's a conflict of interest for DNA before you meet with a client. If you know that you (or your law firm) helped the opposing party against the client that's here at DNA for help, you must not help that client. We, as individuals, can also choose not to help someone we have a personal conflict of interest with.

LEGAL ADVICE. (If you are a licensed attorney or Tribal Court Advocate volunteering with DNA, this section may not apply to you.) Legal advice can only be given by an attorney licensed in the state court we're helping the client through, or a Tribal Court Advocate licensed in the tribal court we're helping the client through. That means that you, as a "law" volunteer, cannot give our clients legal advice. That's why the attorney will sit in with you to meet with the client at the beginning of their visit--to answer any questions up front, to decide which is the appropriate court for them to file their case in, and to decide which court packet is most appropriate for that client. This is also why, at the end of a client's visit, you must have the attorney review your work. If you are an interpreter, this is why you must only interpret word-for-word the questions and answers you are given.

What is legal advice? When a client asks: "what is joint custody?" you can read her the definition of joint custody from a statute, or from a pre-printed divorce packet, or give her a brochure on custody. That's just giving information. If the client persists with, "Yeah, but what does that mean?" or "Should I ask for joint custody in my case?" you MUST NOT answer their question. Your appropriate response is "I am not an attorney, and I can't give you legal advice, but we'll put a sticky on this section of your petition, and ask the attorney when she comes back." Or, if you're an interpreter, you interpret the client's question to the attorney or Tribal Court Advocate for them to give the advice. Even if you know the answer to a question, because you've heard the supervising attorney answer it for the last 5 clients you've helped, and you know the supervising attorney is busy, you MUST NOT answer the question for her.

If you're in doubt about whether you're providing already-available information, or giving legal advice, defer to the supervising attorney!

AGREEMENT. I, as a DNA Staff, Volunteer, Law clerk, or Interpreter, have read this and I have asked questions I have about it to the supervising attorney. I understand that I am to keep all information confidential, that I am to inform the supervising attorney if I have a professional or personal conflict of interest, and that I am not to give any legal advice whatsoever. Initial \_\_\_\_\_

### READ PERSONNEL POLICY & PROCEDURES, COMPLIANCE AND LITIGATORS MANUALS

I hereby certify that I have read, understand and agree to abide by the provisions and the provisions of any amendments or policies adopted pursuant to the following manuals:

1. DNA LEGAL SERVICES CORPORATION COMPLIANCE MANUAL
2. DNA PERSONNEL POLICIES AND PROCEDURES MANUAL.
3. DNA LITIGATORS MANUAL

I further certify that I have read and am familiar with DNA's priorities and emergency procedures, and that except as provided herein, I will not undertake any case or matter for DNA that is not a priority or an emergency. Initial \_\_\_\_\_

# ACKNOWLEDGEMENT OF DNA AGREEMENTS

For Pro-Bono Attorneys, Volunteers, Law Clerks, Interns & Interpreters

## SEXUAL HARASSMENT CERTIFICATION

I have read the DNA Sexual Harassment Policy and Grievance Procedure, and agree to abide by its provisions and the provisions of any amendments. **Initial** \_\_\_\_\_

## DRUG FREE WORKPLACE/SUBSTANCE ABUSE

DNA is committed to providing employees with a safe work place. All DNA staff are expected to be in suitable mental and physical condition while at work. Use of illegal drugs by employees in unacceptable, both on-the-job and off-the-job, involvement with any illegal mood altering substances or abuse of alcohol can have an impact on our work place and on the quality of work provided to our clients. Therefore, you are expected to report to work without mood altering substances in your body. DNA will not tolerate the use, possession, sale, transfer or purchase of alcohol, intoxicants, or illegal drugs at work. An employee found in possession of illegal drugs, using drugs or alcohol at work, or under the influence of alcohol or illegal drugs at work will receive one written warning. The second instance will be grounds for termination. Although we do not require drug testing as a condition for employment, we reserve the right to amend this policy.

I hereby certify that I have read, understand, and abide by DNA's Drug Free Workplace/Substance Abuse Policy as long as I am employed by DNA. **Initial** \_\_\_\_\_

## AGREEMENT ON POLITICAL ACTIVITIES

I have read DNA'S Policy on Prohibited Political Activities and 45 C.F.R., Part 1608, and I understand that I am prohibited from engaging in any political activities as defined in Part 1608 and DNA' s policies while I am employed by DNA-PEOPLE' S LEGAL SERVICES, INC. I agree to refrain from engaging in such political activities during my employment with DNA. **Initial** \_\_\_\_\_

## EMPLOYMENT REFERENCES AND RELEASE CONSENT

I hereby give my consent to DNA-PEOPLE'S LEGAL SERVICES, INC. to furnish information in response to employment references and release DNA-PEOPLE' S LEGAL SERVICES, INC. of liability for any and all claims arising out of the furnishing of such information.

**Initial** \_\_\_\_\_

## ACKNOWLEDGEMENT

This agreement and each party's obligations shall be a binding agreement between the employee and the employer as defined in the DNA Personnel Policy and Procedures. I, as a Pro-bono, Volunteer, Law clerk, or Interpreter, will abide by the DNA Personnel Policy and Procedures of its entirety. I understand that I am to keep all information confidential as long as I am employed and that I am not to give any legal advice whatsoever.

*Signing this certification does not create any type of employment contract between DNA and the individual signing it.*

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

# DNA COMPLAINT AND DISCIPLINARY FORM

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

Name and Title of Employee Accused: \_\_\_\_\_

Name and Title of Employee's Supervisor: \_\_\_\_\_

Name and Title of Person Making Complaint: \_\_\_\_\_

Nature of Misconduct (include citation to PP&P Manual, if applicable):

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

Complaining person's description of what happened (include additional attachment if needed):

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

Employee's description of what happened, if different from above (include attachments if needed):

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

To be completed by employee's supervisor:

Circle One:    Substantiated    Unsubstantiated

Supervisor's Factual Determination and Discipline Imposed (taking into account any prior offenses): \_\_\_\_\_

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

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date