



Employee Handbook

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WELCOME

Welcome! You have just joined a dedicated organization. We hope that your employment with National Association of State Directors of Special Education (“NASDSE”) will be rewarding and challenging. We take pride in our employees as well as in the products and services we provide.

NASDSE complies with all federal and state employment laws, and this handbook generally reflects those laws. The Company also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook.

Please take the time now to read this handbook carefully. Sign the acknowledgment at the end to show that you have received this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. Company reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the workplace.

If you have questions about your employment or any provisions in this handbook, contact your Supervisor.

We wish you success in your employment here at NASDSE!

Section 1: Employment At-Will

AT WILL EMPLOYMENT

Your employment with NASDSE is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the Company at any time, with or without notice and with or without cause.

Nothing in this handbook or any other Company document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the owner/president has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the owner/president.

If a written contract between you and the Company is inconsistent with this handbook, the written contract is controlling.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

Section 2: Equal Employment Opportunity

EQUAL OPPORTUNITY STATEMENT

NASDSE is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of sex (including pregnancy, childbirth, or related medical conditions), gender, race, religion, color, national origin, physical or mental disability, genetic information, marital status, age, sexual orientation, AIDS/HIV status, military service, veteran status, or any other status protected by federal, state, or local laws (such as hair texture and protective hairstyles). The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Policy applies to all employees, unpaid interns, apprentices, volunteers, temporary employees, and anyone else working with the Company.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your supervisor or any other designated member of management.

AMERICANS WITH DISABILITIES ACT (ADA) & REASONABLE ACCOMMODATIONS

NASDSE complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions.

Consistent with this commitment, the Company will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your supervisor. You may be asked to include relevant information such as:

- A description of the proposed accommodation
- The reason you need an accommodation
- How the accommodation will help you perform the essential functions of your job

After receiving your request, the Company will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by the Company in connection with a request for accommodation will be treated as confidential.

The Company encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the Company is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

The Company will not discriminate or retaliate against employees for requesting an accommodation.

RELIGIOUS ACCOMMODATION

NASDSE is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees may request an accommodation when their religious beliefs cause a deviation from the Company dress code or the individual's schedule, basic job duties, or other aspects of employment. The Company will consider the request but reserves the right to offer its own accommodation to the extent permitted by law unless such an accommodation would create an undue hardship for the Company. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other employees — when determining a reasonable accommodation. At no time will the Company question the validity of a person's belief.

The Company prohibits retaliation against employees who request a religious accommodation or who participate in an approved accommodation. An employee who violates this anti-retaliation provision may be subject to discipline, up to and including termination.

If you require a religious accommodation, speak with your supervisor or the human resources department (hereinafter referred to as "Human Resources").

GENETIC INFORMATION NON-DISCRIMINATION (GINA)

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits covered employers from requesting or requiring genetic information of an individual or an individual's family member, except as specifically allowed by this law. To comply with GINA, the Company asks that employees not provide any genetic information when responding to a request for medical information for purposes of leaves of absence or otherwise.

"Genetic information" as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services. If you have any questions about the information to be provided, please contact the Human Resources Department.

ACCOMMODATIONS FOR NURSING MOTHERS

NASDSE will provide nursing mothers reasonable break time to express milk for their infant child(ren) for up to one year following the child's birth.

If you are nursing, you will be provided with a space, other than a restroom, that is shielded from view and free from intrusion from co-workers and the public. Expressed milk can be stored in a personal cooler.

Break time should, if possible, be taken concurrently with any other break time already provided. If you are nonexempt, clock out for any time taken that does not run concurrently with normally scheduled rest periods, and such time will be paid in accordance with federal law.

You are encouraged to discuss the length and frequency of these breaks with your supervisor.

No provision of this policy applies, or will be enforced, if it conflicts with or is superseded by any requirement or prohibition contained in a federal, state, or local law, or regulation.

COMMITMENT TO DIVERSITY

The Company is committed to creating and maintaining a workplace in which all employees have an opportunity to participate and contribute to the success of the business and are valued for their skills, experience, and unique perspectives. This commitment is embodied in company policy and the way we conduct business at the Company and is an important principle of sound business at the Company.

POLICY AGAINST WORKPLACE HARASSMENT

NASDSE has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's sex (including pregnancy, childbirth, or related medical conditions), gender, race, religion, color, national origin, physical or mental disability, genetic information, marital status, age, sexual orientation, AIDS/HIV status, military service, veteran status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

SEXUAL HARASSMENT

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties, or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults or blocking or impeding movements.

OTHER HARASSMENT

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's sex (including pregnancy, childbirth, or related medical conditions), gender, race, religion, color, national origin, physical or mental disability, genetic information, marital status, age, sexual orientation, AIDS/HIV status, military service, veteran status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;

- Written or graphic material that insults, stereotypes, or shows aversion or hostility towards an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

REPORTING DISCRIMINATION AND HARASSMENT

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify your supervisor, any member of management or Human Resources.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

False Reporting and Noncooperation

Making a report knowing it is false, or willfully disregarding its truth or accuracy, or engaging in any other bad faith use of the policy violates the policy. Refusal to cooperate in the investigation of a complaint is grounds for disciplinary action which could include termination of employment.

Section 3: Terms of Employment

EMPLOYMENT AUTHORIZATION VERIFICATION (I-9 COMPLIANCE)

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with NASDSE. If you are currently employed and have not complied with this requirement or if your status has changed, inform your supervisor.

If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Company.

NEW HIRES AND INTRODUCTORY PERIODS

The first ninety (90) days of your employment is considered an introductory period. During this period, you will become familiar with NASDSE and your job responsibilities, and the company will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Your introductory period with the Company can be shortened or lengthened as deemed appropriate by management. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the "at-will" employment relationship.

CLASSIFICATIONS OF EMPLOYMENT

Employees are placed into several different classifications for the administration of compensation and benefits.

Full-time employees are hired to regularly work at least 30 hours per workweek.

Part-time employees are hired to regularly work less than 30 hours per workweek.

Non-exempt employees are employees who work in positions that the company has determined are not exempt from overtime pay requirements under state and federal law.

Exempt employees are employees who work in positions that the Company has determined are exempt from overtime pay requirements under state and federal law. An exempt employee's fixed salary represents payment for all hours he or she may be required to work in any given workweek, regardless of the actual number of hours worked. Exempt employees may work varying hours in any given workweek. No additional payments will be earned simply for working more hours. Any deductions from an exempt employee's salary will be made in accordance with state and federal law.

If you have any questions about your employment classification or believe you are incorrectly classified, please contact your supervisor or the Human Resources department.

COMPENSATION

The Board of Directors has delegated the authority to the Executive Director to determine the compensation level for employees. Salary guidelines shall be approved by the Board of Directors as guidance for the Executive Director. These salary guidelines shall include the range of compensation for each such classification to be used in initial hiring and for normal step increases for each job classification. Unanticipated reduction in revenues may result in salary freezes or reductions.

RESPONSIBILITY FOR TIMESHEETS

Each employee must complete, sign, and submit timesheets on time in order to be paid on time. All leave, except emergency sick leave, shall be approved in advance. All leave and timesheets must be approved by your immediate supervisor and the Deputy Executive Director or Executive Director.

BEREAVEMENT LEAVE

Full-time regular employees may take up to 3 days off work for the death of a spouse, registered domestic partner, civil union relationship, child, parent, sibling, or comparable step-relation, and up to 1 days off work for the death of a grandparent, father-in-law, mother-in-law, son-in-law, or daughter-in-law. You may take off one day of bereavement leave for the death of a relative who is not a member of your immediate family. The eligible time off will be paid. Contact your supervisor as soon as reasonable to request time off for bereavement leave.

JURY DUTY AND WITNESS LEAVE

If you are summoned to jury duty or to appear in court as a witness, NASDSE will continue your pay in accordance with FLSA and applicable law. If you are summoned to jury duty, NASDSE will continue your pay for 5 days of jury service per calendar year. If you are required to serve more than 5 working days of jury service in a calendar year, you will be allowed additional time off without pay to complete the jury service. NASDSE will continue to pay for this extended period of service in accordance with FLSA and applicable law. You must notify your supervisor as soon as it is known your jury duty will be extended.

To qualify for either jury or witness duty leave, you must submit a copy of the summons to your supervisor as soon as it is received. In addition, you must also submit to your supervisor a related proof of service when the period of jury or witness duty is completed. No adverse employment action will be taken against employees due to their service as either a juror or witness in state or federal courts.

PERSONAL LEAVE OF ABSENCE

You may be granted a leave of absence to attend to personal matters in situations in which the organization determines that an extended period of time away from the job will be in your and the organization's best interest.

Requests for a leave of absence or any extension of a leave should be submitted in writing to your supervisor at least 30 days prior to commencement of the leave period or as soon as is practicable. Your supervisor will forward the request to the appropriate manager recommending approval or denial. Management will make the final decision concerning the request. While on approved leave, you are expected to report any change of status in your need for leave or your intention to return to work.

You may be required to use all accrued paid time off while on leave before going on unpaid leave. For information on health care coverage during a leave of absence, refer to the Continuation of Benefits policy. Benefits that accrue according to length of service, such as paid time off, holiday, and sick days, do not accrue during periods of leave.

Upon return from a personal leave due to an illness or injury, you must provide a release to return to work. Any restrictions must be noted on the release. The organization will consider modifications or adjustments to help facilitate your return to work.

A personal leave of absence may not provide a guarantee of reinstatement to the same or similar position.

PAYROLL AND EMPLOYEE CLASSIFICATION SAFE HARBOR POLICY

It is the Company's policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure proper payment for all time worked and all proper deductions have been made, employees must correctly record their work time and review each paycheck to identify and report any errors. Off-the-clock or unrecorded work is not allowed.

Review Your Pay Stub. We make every effort to ensure our employees are paid correctly. An occasional inadvertent mistake can happen. If so, please bring errors to our attention and prompt corrections will be made. Please review your pay stub when you receive it. If you believe a mistake has occurred or if you have any questions, please use the reporting procedure outlined below.

Non-exempt Employees. Employees eligible for overtime pay or extra pay must maintain a record of the total hours worked each day. These hours must be accurately recorded on a timekeeping system provided to employees. Each employee must sign his or her time card to verify that the reported hours worked are complete and accurate (and that there is no unrecorded or "off-the-clock" work). Time cards must accurately reflect all regular and overtime hours worked, any absences, early or late arrivals, early or late departures and meal breaks. At the end of each week, completed time cards should be submitted for verification and approval. When you receive a pay check, please verify immediately that you were paid correctly for all regular and overtime hours worked each workweek.

Exempt Employees. Exempt salaried employees receive a salary which is intended to compensate you for all hours worked for the Company. This salary will be established at the time of hire or when an exempt employee classification is made. While such salary may be subject to modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work you perform.

Exempt employees will receive their full salary for any workweek in which work is performed. However, under federal law, each salary is subject to certain deductions. For example, absent contrary state law requirements, your salary can be reduced for the following reasons in a workweek in which work was performed:

- Full day absences for personal reasons, including vacation.
- Full day absences for sickness or disability if we offer you a sick day pay plan.
- Full day disciplinary suspensions for infractions of safety rules of major significance (including those that could cause serious harm to others).
- Family and Medical Leave absences (either full or partial day absences).
- To offset amounts received as payment for jury and witness fees or military pay.
- Unpaid disciplinary suspensions of one or more full days for significant infractions of major workplace conduct rules set forth in written policies.
- The first or last week of employment in the event you work less than a full week.

Exempt employees' salaries may also be reduced for certain types of deductions, such as: the employee's portion of health, dental or life insurance premiums; state, federal or local taxes, social security; or voluntary contributions to a 401(k) or pension plan. In any workweek in which an exempt employee performs any work, his or her salary will not be reduced for any of the following reasons:

- Partial day absences for personal reasons, sickness, or disability.
- Absence because the Company is closed on a scheduled workday.
- Absences for jury duty, attendance as a witness, or military leave in any week in which you have performed any work.
- Any other deductions prohibited by state or federal law.

Please note: Exempt employees may be required to use accrued vacation, PTO, personal days, or other forms of paid time off for full or partial day absences for personal reasons, sickness, or disability. However,

such salary will not be reduced for partial day absences if the exempt employee does not have accrued paid time off.

To Report Violations of This Policy, Communicate Concerns, or Obtain More Information

It is a violation of the Company's policy for any employee to falsify a timecard, or to alter another employee's timecard. It is also a serious violation of Company policy for any employee or manager to instruct another employee to incorrectly or falsely report hours worked or alter another employee's timecard to either under or over report hours worked. If any manager or employee instructs you to (1) incorrectly or falsely under or over report your hours worked, (2) alter another employee's time records to inaccurately or falsely report that employee's hours worked, or (3) conceal any falsification of time records or to violate this policy, do not do so. Instead, report it immediately to your supervisor.

Employees should not work any hours outside of the scheduled workday unless authorized by a supervisor in advance. Employees should not start work early, finish work late, work during a meal break or perform any other extra or overtime work unless authorized to do so and that time is recorded on a timecard. Employees are prohibited from performing any "off-the-clock" work. "Off-the-clock" work means work you may perform but fail to report on your timecard. Any employee who fails to report or inaccurately reports any hours worked will be subject to disciplinary action, up to and including discharge.

If you have questions about deductions from your pay, please contact your supervisor immediately. If you believe your wages have been subject to any improper deductions or your pay does not accurately reflect all hours worked, you should report your concerns to a supervisor immediately. If a supervisor is unavailable or if you believe it would be inappropriate to contact that person (or if you have not received a prompt and fully acceptable reply within three business days), you should immediately contact a member of management.

Every report will be fully investigated, and corrective action will be taken, up to and including discharge of any employee(s) who violates this policy.

In addition, the Company will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the Company's investigation of such reports. Any form of retaliation in violation of this policy will result in disciplinary action, up to and including discharge.

CHANGE IN POLICY

The organization may change, revoke, or supplement the policies in this handbook at any time without notice. The organization will determine the effective date of any changes and every effort will be made to notify you in advance. However, failure to give advance notice will not void any policy's application in the workplace.

Supervisors do not have the authority to change the policies in this handbook on their own. If you are uncertain about any policy or procedure, contact your supervisor for clarification.

Section 4: Attendance

Regular attendance is important to the smooth operation of NASDSE. If you are late or absent, it places a burden on other employees and may impact productivity, customer satisfaction and team morale.

You are expected to be reliable and punctual by reporting to work on time and as scheduled. If you know that you will be absent or late arriving for work, notify your supervisor directly as soon

as possible. In most circumstances, you should notify your supervisor within the first 30 minutes of your work shift each day of your absence, unless you have been granted a leave of absence. In the event of a sickness or accident while performing your duties, notify your supervisor immediately.

If you are absent for three or more consecutive workdays due to personal illness, you may be required to provide a statement from your healthcare provider, unless state or local law provides otherwise, before you will be permitted to return to work. Failure to properly report your absences may be considered a voluntary resignation of your position.

SCHEDULED TIME OFF

NASDSE understands that illness of an employee or family member may prevent an employee from coming to work, and that sometimes, personal business must be taken care of during business hours. For minimum disruption to our operations, employees are encouraged to schedule time off, for reasons other than illness, as early or as late in the day as possible. Employees are required to have their supervisor's written approval for their scheduled time off.

If an employee is absent and cannot perform their duties, they are required to personally notify their supervisor at least one (1) hour prior to their scheduled shift. Voicemails, text messages, or messages left with the office staff are unacceptable and will be viewed as failure to follow proper procedures. It is unacceptable for friends and family members to call on behalf of an employee unless extenuating circumstances prevent that employee from following call-in procedures. Employees will be given the company phone number at their time of hire. Employees will be notified if any changes occur.

If an employee is absent for three (3) or more consecutive business days due to illness, a statement from a physician may be required before they will be permitted to return to work.

TARDINESS

Tardiness is defined as arriving five minutes or more after an employee's scheduled shift starts as directed by their supervisor. Schedules are subject to change and employees will be notified as soon as possible if there is a change. An employee will receive a verbal reprimand for one tardy, but future infractions will result in disciplinary action up to and including termination of employment. In addition, more than one absence or tardiness within the first thirty days of employment may result in termination of employment.

JOB ABANDONMENT

If you fail to show up for work or call in with an acceptable reason for the absence for a period of three (3) consecutive days, you will be considered to have abandoned your job and voluntarily resigned from NASDSE.

MILITARY LEAVE (USERRA)

NASDSE complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act

of 1994 (USERRA; with amendments) and all applicable state law. You must submit documentation of the need for leave to your supervisor and the Human Resources Department.

When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your supervisor of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact Human Resources.

JURY DUTY

NASDSE encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your supervisor as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, subject to applicable law, you will not be compensated for time spent on jury duty.

The Company reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

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

WITNESS DUTY

NASDSE realizes that, on occasion, employees may be subpoenaed to appear in a civil, criminal, legislative, or administrative proceeding. In such cases, you will be provided unpaid leave to attend. Notify your supervisor as soon as possible to make scheduling arrangements.

The Company reserves the right to require employees to provide proof of the need for leave to the extent authorized by law.

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

TIME OFF FOR VOTING

If your work schedule prevents you from voting on Election Day, NASDSE will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your supervisor, consistent with applicable legal requirements.

Section 5: Employee Work, Hours & Pay

WORK SCHEDULES AND HOURS OF OPERATION

The working day will be 8 hours, five days a week, (40-hour week), exclusive of lunch periods.

Public office hours will begin at 8:30 a.m. and end at 5:00 p.m. A flextime program will be available. Core hours during which all employees must work will be from 9:30 a.m. to 4:00 p.m. Meetings will be scheduled during the core hours. The supervisor and the Executive Director must approve each employee's work schedule and must ensure that coverage is adequate during the public office hours. Flexible options are provided for work starting times and lunch breaks.

The Executive Director may approve variances from this schedule when it is deemed appropriate.

A master work schedule for all employees will be maintained and filed with the Business Office.

Non-exempt employees shall not work in excess of the 40 hours work week unless requested in advance in writing by their immediate supervisor and approved by the Executive Director (or designee). employees who are requested by the Executive Director or his/her designee to work in excess of 40 hours a week shall be paid one and one-half times the hourly rate. In matters related to overtime for nonexempt employees, the Fair Labor Standards Act (FLSA) is controlling. employees shall work the required 40 hours work week as documented by timesheets.

Exempt staff are not eligible for overtime but shall be given compensatory leave time on a one-to-one basis when assigned by the Executive Director to perform official NASDSE business on a paid holiday or a weekend. No more than eight hours of compensatory leave may be earned on a given day. Compensatory leave must be taken within **90** days of accrual.

WORKING REMOTELY

Working remotely may be a viable alternative work arrangement in cases where individual, job and supervisor characteristics are best suited to this arrangement. It allows an employee to work at home, on the road, or in a satellite location for all or part of the regular workweek. It is a voluntary work alternative that may be appropriate for some employees and some jobs. It does not change the terms and conditions of employment with NASDSE.

Employees requesting arrangements to work remotely usually must have exhibited acceptable performance in accordance with the organization's performance appraisal process. The decision to approve an arrangement to work remotely will be based on factors such as:

- Position and job duties;
- Performance history;
- Related work skills; and
- Impact on the organization

You or your supervisor may suggest working remotely as a possible work arrangement. If you are interested in working remotely, submit a written request to your supervisor. The request should include the number of days per week you would like to work remotely and any changes to your regular work processes you feel would be necessary for the arrangement.

Arrangements to work remotely may be discontinued at any time and by the request of either you or the organization. Your schedule will be agreed upon by you and your supervisor in advance. Any changes to your schedule must be reviewed and approved by your supervisor.

A representative of NASDSE may visit the employee's home work site and will determine the appropriate equipment needs (including, hardware, software, phone and data lines, facsimile equipment or software or photocopiers) for your specific arrangement to work remotely. Repeat visits may occur as needed to inspect or repair the organization equipment. The organization will maintain the equipment it supplies. Organization supplied equipment is to be used for business purposes only. Employees who work remotely must sign an inventory of all organization property and are responsible for taking appropriate action to protect the item(s) from damage or theft. Upon termination of employment or upon request, all organization property will be returned to the organization. The organization accepts no responsibility for damage or repairs to employee-owned equipment.

Before the arrangement to work remotely begins, employees who do so are responsible for establishing an appropriate work environment for work purposes. The organization will not be responsible for costs associated with initial setup of an employee's home office such as furniture, lighting and repairs or modifications to the home office space. Employees will be offered appropriate assistance in setting up a safe and ergonomically correct workstation.

Injuries sustained by an employee while at a home work location and in conjunction with regular work duties are normally covered by the organization's workers' compensation policy. Employees who work remotely are responsible for notifying NASDSE of such injuries in accordance with the organization's workers' compensation procedures. However, the organization assumes no responsibility for injuries occurring in the employee's at-home workspace outside the agreed-upon work hours. Employees who work remotely are to maintain safe work conditions in their at-home workspace and are to practice the same safety habits as those followed on organization premises. The employee's home location is mainly for the employee and should not be used for meeting with customers, vendors, or other organization-related guests.

The organization will supply appropriate office supplies (pens, paper, etc.) for successful completion of job responsibilities. NASDSE will also reimburse employees who work remotely for all other reasonable business-related expenses such as phone calls, shipping costs, etc. that are reasonably incurred and documented in accordance with job responsibilities and the organization's expense reimbursement policy and procedures.

Employees who work remotely must be accessible by phone, e-mail, or voice mail during the agreed-upon work schedule. Employees who work remotely may be required to come to the office as needed.

Employees who work remotely who are not exempt from the overtime requirements of the FLSA are required to record all hours worked. In accordance with state and federal requirements, hours worked in excess of those specified per day and per workweek will require advance supervisor approval.

The focus of the arrangement to work remotely must remain on the performance of job duties and meeting business demands. It is the employee's obligation to have a quiet and appropriate work environment during the employee's workday.

Confidentiality of Information

Consistent with the organization's expectations of information security, for employees working at the office full-time, employees who work remotely will be expected to ensure the protection of proprietary organization and customer information accessible from their home office. Steps include, but are not limited to, the use of locked file cabinets, computers, and desks; the regular maintenance of passwords; and any other steps appropriate for the job and the environment.

NASDSE TELEWORK POLICY

Purpose

The NASDSE Board of Directors and Management recognize the mutual benefits of a flexible workplace program to NASDSE and its employees. Balancing work and family responsibilities, providing assistance to employees with disabilities, and meeting environmental, financial, and commuting concerns are among its advantages. The parties also acknowledge the need for NASDSE to accomplish its mission.

Coverage of Office Functions and Accessibility of Staff

When considering a request for teleworking, the Executive Director must determine, if necessary, office functions can be maintained, the job/work can be accomplished away from the office, and the employee can be accessible at all times during approved work hours.

Operating Procedures

Not all job functions are suited for teleworking. The following issues should be considered: (a) can results and productivity be effectively measured with limited supervisory observation; can work products and tasks be completed as timely and with the same quality; and does the home "office" provide appropriate technology, and suitable health and safety conditions.

- All requests for telework options must be approved by the employee's supervisor and the Executive Director.
- Unless special conditions warrant otherwise, employees can request to telework one-two days per week. Special requests may be made to complete work on a specific project.
- The employees who telework must provide and maintain their own home office equipment including computer, fax, printer, and telephone.
- The NASDSE Management shall establish two "core office days" to allow for individual/staff meetings.
- Generally, employees are expected to spend some time working in the office each week, unless on leave, at meetings or on business travel. Employees may have to adjust their teleworking schedule to meet this expectation.
- Teleworking employees agree to modify their voice mail announcement to indicate that they may be reached at an alternate number, or the employee is required to check for messages at least every two hours.
- The Executive Director may temporarily suspend telework if special conditions require that employees be present in the office or at meetings in other locations.

Workplace Health and Safety

Teleworking employees are responsible for maintaining a safe working environment. NASDSE's health insurance will remain in effect for employees in their teleworking locations. However, employees are expected to contact their homeowner's insurance organization regarding this matter.

Revocation

The Executive Director shall have the right to revoke the opportunity to telework for any or all employees should it be determined that presence in the office is necessary to meet NASDSE's mission, or it is shown that an employee(s) cannot telework successfully. The opportunity for teleworking shall be approved for a specific period of time and will be evaluated at four to six months from implementation and periodically thereafter for appropriateness.

PAY PRACTICE

For overtime calculations and salary administration, the fixed 7-day "workweek" for NASDSE is the period beginning at midnight, Sunday and ending at 11:59 p.m., Saturday. All employees will be paid semi-monthly. For payday falling on a weekend or holiday, you will be paid the prior business day.

If you are absent on payday and someone else is to pick up your check, it will not be released without a signed note from you authorizing the named person to pick it up. The person designated to pick up your check will be asked to produce satisfactory identification; otherwise, your check will not be released.

If your employment ends, you will be paid your final wages in accordance with applicable state law.

OVERTIME

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your supervisor.

At certain times NASDSE may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of forty (40) hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

TRAVEL AND TRAVEL EXPENSES

General

Employees, members of the Board of Directors, and other persons traveling out of town on official NASDSE business are expected to exercise the same care incurring expenses that a prudent person traveling on personal business would exercise.

Members of the Board of Directors, when possible, shall travel on funds other than those of NASDSE.

Reimbursable Expenses

Moving Expenses -- The Board or the Executive Director, as appropriate, may authorize moving and transportation expenses for professional staff in such amount and manner as it deems necessary, if sufficient funds are available.

- *Travel Expenses* -- Travel expenses, hotel, baggage handling, tolls, parking, tips, taxi, and other reasonable and necessary expenses shall be reimbursed on an actual cost basis. Reimbursements **for meals** will be made for expenses incurred **up to the amounts as follows:** A meal allowance shall not exceed **\$55** per day, will be provided as follows: **\$10** - breakfast, **\$15** - lunch, and **\$30** - dinner.

- *Consultant Expenses* -- Travel of consultants and workshop participants shall be reimbursed in accordance with travel restrictions imposed by the particular grant or contract. In the absence of other guidelines, this Travel and Expense Policy will apply.

Official Duty Station

The official duty station is defined as the location at which a person entering travel status reports for duty. For out-of-state travel, the person's home may be considered as the official duty station to the destination and return. Any person traveling by an indirect route must assume the extra expenses incurred.

Authority

All staff travel must have prior approval by the Executive Director or his/her designee. The expenses of the Executive Director shall be approved by the Secretary/Treasurer, or another person designated by the Board.

Transportation

Air travel shall be at regular coach or economy airfare except under unusual circumstances. Employees traveling are expected to take advantage of all cost saving plans, such as supersavers, in arranging fares.

Travel by personal car shall be reimbursed at the current federal rate per mile.

Ground transportation such as bus, train, and taxi will be reimbursed at the actual cost.

NONEXEMPT EMPLOYEE TRAVEL

Nonexempt employees will be compensated for time spent traveling if that travel is part of the employee's daily work activity, including travel from one job site to another or travel from a designated meeting place to a job site. Travel by a nonexempt employee who will be away from

home overnight is work time only during those periods the employee is engaged in company business, which typically will coincide with the employee's regular working hours. Such time counts as hours worked even if it occurs on a non-working day. If an employee uses his or her own car rather than available public transportation for travel away from home, the employee can count as hours worked either the time spent driving or the time that would have been spent on public transportation during regular working hours.

GUEST EXPENSES

1. Expenses incurred by staff, Board members, and the Executive Director when serving as host for the Association will be reimbursed.
2. Efforts should be made to keep cost reasonable and in keeping with the costs allowed in the Travel and Expense Policy.
3. The activity for which staff incurs expenses must be approved in advance by the Executive Director.
4. Costs incurred by the Executive Director and Board members must be approved by the Secretary/Treasurer when expenses are claimed under this section.
5. Expenses that may be reimbursed under this section are limited to allowable activities, including but not limited to, activities related to: (a) securing funds for the organization; (b) NASDSE-sponsored conferences or meetings; and (c) courtesies extended in consideration for pro bono services performed for NASDSE.

BUSINESS RELATED EXPENSES INCURRED LOCALLY

Expenses incurred by employees in the performance of their assigned duties will be reimbursed in accordance with the following:

Local travel that is required will be reimbursed in accordance with applicable provisions of this section.

Tolls, parking, and other related transportation costs will be fully reimbursed.

Costs for meals are allowable only when they are incurred as: (a) a part of a required conference or meeting or (b) during a required extended workday. Meals that are a part of a required meeting or conference will be fully reimbursed. Meals that are required during an extended day will be reimbursed not to exceed \$25 for dinner. Receipts are required for reimbursement for costs of meals incurred pursuant to the provisions of this section.

REQUEST FOR REIMBURSEMENT

Airfare receipts, hotel bills, and receipts for tolls and all unusual charges must be submitted with applications for travel reimbursements along with an explanation of each charge. Receipts for meals are not required when costs are incurred in accordance with the allowance specified in Section (B) (2) above. Receipts for more than one person should contain a note or reason for the expense and list of persons for whom expense was incurred. Requests for reimbursements should be submitted on a form provided by NASDSE. **Requests for reimbursements should be made within a reasonable time after the activity. Requests over 60 days must include a written justification.** Reimbursements must be approved by the Secretary/Treasurer or the Executive Director as appropriate.

RECORDING TIME

Federal and state laws require NASDSE to keep accurate records of hours worked by nonexempt (hourly) employees. Clock in no more than five minutes ahead of your start time and clock out no later than five minutes after your quitting time. All nonexempt employees are required to enter their hours worked accurately, including all lunch periods and any rest periods of more than 20 minutes.

You are required to notify the Company of any pay discrepancies, unrecorded or misrecorded work hours, or any involuntary missed meal or break periods.

Do not complete the time sheet of any other employees, clock in or clock out for another employee or request that they do so for you. Be sure to indicate your days off. Any changes to your timecard must be approved of and initialed by your supervisor.

Falsification of time records or recording time for other employees may result in discipline up to and including termination of employment.

MEAL AND REST PERIODS

NASDSE strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your supervisor regarding procedures and schedules for rest and meal breaks.

PAYCHECK DEDUCTIONS

NASDSE is required by law to make certain deductions from your pay each pay period. This includes income and any unemployment taxes, Federal Insurance Contributions Act (FICA) contributions (Social Security and Medicare), and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the number of exemptions you list on your federal Form W-4 and applicable state withholding form. You may also authorize voluntary deductions from your paycheck, including contributions for insurance premiums, retirement plans, spending accounts, or other services. Your deductions will be reflected in your wage statement.

The Company will not make deductions to your pay that are prohibited by federal, state, or local law. If you have any questions about deductions from your pay, contact your supervisor. You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday.

DIRECT DEPOSIT

NASDSE encourages all employees to enroll in direct deposit. If you would like to take advantage of direct deposit, ask Human Resources for an application form.

If you have selected the direct deposit payroll service, you will receive electronic confirmation of all deductions.

Section 6: Performance Management

PERFORMANCE REVIEWS

NASDSE is committed to attracting and retaining a qualified and competent workforce. Employees typically will receive an annual written performance review and may receive additional performance evaluations at other intervals. Written performance reviews will be based on your overall performance in relation to your job responsibilities, your achievements and work behavior. Informal performance discussions typically occur throughout the year and encourage open supervisor-employee communication.

A positive performance review does not guarantee either an increase in compensation or continued employment. Raises, if given, may be based on a number of factors, such as the organization's performance and profitability, department or group performance and individual performance.

JOB DESCRIPTIONS

NASDSE attempts to maintain a job description for each position. If you do not have a current copy of your job description, you should request one from your supervisor.

Job descriptions prepared by the NASDSE serve as an outline only. Due to business needs, you may be required to perform job duties that are not within your written job description. Furthermore, the Company may have to revise, add to, or delete from your job duties per business needs. On occasion, the Company may need to revise job descriptions with or without advance notice to the employee.

If you have any questions regarding your job description or the scope of your duties, please speak with your supervisor.

PROMOTIONS & TRANSFERS

To match you with the job for which you are best suited and to meet the business needs of NASDSE, you may be transferred from your current job. It is our policy to promote from within only when the most qualified candidate is available. Promotions are made on an equal opportunity basis according to employees possessing the needed skills, education, experience, and other qualifications that are required for the job.

NASDSE may transfer your employment from one position to another with or without notice, as required by production or service needs, or upon request by you and with management approval. Transfers in excess of 90 days may be considered final and your paycheck may be increased or decreased consistent with the pay scale for your new position.

Section 7: Workplace Conduct & Discipline

STANDARDS OF CONDUCT

NASDSE wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our employees, clients, customers, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow our rules.

Rules and regulations are essential to the efficient operation of any company. The following a process that has been established for the common guidance of all employees. They are fundamental in character and are designed for the convenience and protection of the Company and its employees. We ask the cooperation of all employees in the observation of these rules and regulations. Violation of any of these rules will lead to disciplinary action, which up to and including termination. The Company reserves the right to determine on a case-by-case basis what disciplinary action is appropriate to the specific violation(s) involved. Factors considered will include, but not necessarily be limited to: the severity of the violation(s), the employee's present and past attitude, performance, and conduct, as well as the needs and best interest of the Company. Obviously, we cannot list rules to cover every situation; therefore, violation of rules includes, but is not limited to conduct prohibited in this section and violation of any of the other rules referred to in this Employee Handbook and its attachments. Each of the following constitutes a serious offense and will result in discipline, up to and possibly including termination:

- Violation of the policies and procedures set forth in this handbook.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol during working hours on Company property (including in Company vehicles), or on Company business.
- Inaccurate reporting of the hours worked by you or any other employees.
- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of Company or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.
- Taking or destroying Company property.
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment of (as defined in our EEO policy), any fellow employee, vendor, or customer.
- Disclosure of Company trade secrets and proprietary and confidential commercially sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, trademarks, etc.) of the Company or its customers, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.
- Unproductive behavior, and/or sleeping on the job.
- Smoking in non-designated areas.
- Working unauthorized overtime.

- Solicitation of fellow employees on Company premises during working hours.
- Failure to dress according to Company policy.
- Use of obscene or harassing (as defined by our EEO policy) language in the workplace.
- Engaging in outside employment that interferes with your ability to perform your job at this Company.
- Gambling on Company premises.
- Lending keys or keycards to Company property to unauthorized persons.

DISCIPLINARY GUIDELINES

Step 1: Verbal Discussions

Create an opportunity for the immediate supervisor to meet with an employee and to bring attention to an existing performance, conduct, or attendance issue. The supervisor should discuss the nature of the problem or violation of company policies and procedures, clearly providing details with dates. The supervisor is expected to clearly outline expectations and steps the employee must take to improve performance or resolve the problem within a timely manner.

Step 2: Written Warning Process

It is expected that the performance, conduct, or attendance issues that were identified in step 1 have been corrected. We recognize that this may not always be the case. A written warning involves a more formal documentation of the performance, conduct or attendance issues and consequences.

Step 3: Suspension and/or Final Written Warning

There may be performance, conduct, or safety incidents so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace. Suspensions for fact finding that are recommended as part of the normal progression of this discipline policy and procedure are subject to approval from upper-level management. Depending on the seriousness of the infraction, the employee may be suspended without pay in full-day increments consistent with federal, state, and local wage-and-hour employment laws. Unpaid suspension of salaried/exempt employees is reserved for serious workplace safety or conduct issues and should be carefully reviewed so the FLSA exemption status is not jeopardized. Pay may be restored to the employee if an investigation of the incident or infraction absolves the employee. Written documentation goes into the employee's file.

Employees who have had formal written warnings are not eligible for salary increases, bonus awards, promotions, or transfers during the written warning period.

Step 4: Recommendation for Termination of Employment

The last and most serious step in the progressive discipline process is termination. Generally, NASDSE will try to exercise the progressive nature of this policy by first providing warnings, final written warning and/or suspension from the workplace before termination. However, NASDSE reserves the right to combine and skip steps depending upon the circumstances of each situation and the nature of the offense. Furthermore, employees may be terminated without prior notice or disciplinary action. Terminations must be approved by upper management.

Section 8: Workplace Policies

OPEN DOOR POLICY

At NASDSE, we welcome suggestions for continued improvement and welcome your ideas for better ways to do your job, produce or sell the products or services of NASDSE or meet customer and client needs. Discuss your ideas with your supervisor or another member of the management team.

We also encourage you to offer any suggestions derived from seminars, magazines, or other outside sources of information you believe would add value to NASDSE.

Understand that any suggestions, innovations, inventions, or other matter created by you on work time or with NASDSE tools or property are considered to be the property of NASDSE.

COMPLAINT RESOLUTION PROCEDURE

NASDSE is committed to providing a comfortable and productive work environment for employees. It is important that your concerns are resolved in a timely manner in an atmosphere of open communication and mutual respect. You are encouraged to follow the process below for bringing concerns to management for resolution. Employees will not be penalized for taking advantage of this procedure.

First, discuss the problem with your supervisor. If you do not believe a discussion with your supervisor is appropriate, request a meeting with human resource. In an effort to resolve the problem, human resource specialist will consider the facts and may conduct an investigation.

Additionally, the Anti-Harassment Policy in this handbook outlines procedures for employees to report complaints of harassment and discrimination.

COMPANY PROPERTY

The Company may provide you with computers, cell phones, smart phones, lockers, desks, information, and other company property to be used for business purposes. Your supervisor will tell you to what extent this property may be used for personal reasons. In all cases, your personal use must not interfere with the company's business, violate other company policies, or cause the company to incur additional charges.

Management has the right to search or monitor the use of its property at any time and with or without notice. This includes the use of any company property—even use for purely personal reasons. For example, you should have no expectation of privacy in anything you create, store, send, receive, or access on company-owned computers or network.

Upon separation from the Company, employees are required to return all company property within two (2) days of separation.

WIRELESS COMMUNICATION DEVICE USE GUIDELINES

NASDSE may provide wireless communication devices, including hands-free devices, to employees who have a job-related need for them. These devices are the property of NASDSE. The following guidelines must be followed:

- Employees are expected to carry wireless communications devices as directed by their supervisor.
- Employees are responsible for lost or stolen wireless communications devices and must report such losses immediately.
- Upon termination of employment for any reason, the employee must return all organization-issued property.

Safety Concerns

1. The organization values its employees and the safety of others and expects employees to put safety first while driving. Employees are prohibited from using wireless communication devices while driving unless using a hands-free device. Texting (including composing, sending, or reading) while driving is strictly prohibited. You are strongly encouraged to pull off to the side of the road and park the vehicle in a safe location before placing or accepting a call or before reading or writing an e-mail or text messages. You should take special care in situations where there is heavy traffic, inclement weather or you are driving in an unfamiliar area.
2. You are expected to know and follow all local and state laws related to using communication devices while driving. Employees are responsible for all traffic violations and consequences resulting from the use of communication devices while driving.

Use of Camera Phone

Use of the camera feature on cellular phones or other communication devices presents risks to the organization, potentially compromising customer information, trade secrets, or the privacy of others. Use of this feature to capture images or video is prohibited unless authorized in advance by management.

NON-SOLICITATION/NON-DISTRIBUTION POLICY

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

You are prohibited from soliciting other employees during your assigned working time. For this purpose, working time means time during which either you or the employees who are the object of the solicitation are expected to be actively engaged with assigned work. You may conduct solicitations during your lunch period, coffee breaks, or other authorized nonworking time, so long as you do so when the other employees are also on nonworking time.

To avoid inappropriate litter, clutter, and safety risks, you may not distribute literature or other

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

This policy is not intended to restrict the statutory rights of employees, including the right to discuss terms and conditions of employment. Violations of this policy should be reported to supervisor.

CONFLICTS OF INTEREST

NASDSE is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. If there is any actual or potential conflict of interest between you and a competitor, supplier, distributor, or contractor to the Company, you must disclose it to your supervisor. If an actual or potential conflict of interest is determined to exist, the Company will take such steps as it deems necessary to reduce or eliminate this conflict.

OUTSIDE EMPLOYMENT

You may hold outside employment so long as you meet the performance standards of your job with NASDSE. You will be evaluated by the same performance standards and will be subject to scheduling demands, regardless of any existing outside work requirements.

Any outside employment that appears to conflict with or compromises the interests of the organization is not permitted. Employees also may not receive any income or material gain from individuals outside the organization for materials produced or services rendered while performing their jobs with the organization.

NON NASDE EMPLOYMENT

NASDSE shall be the principal vocation of full-time employees; however, an individual may engage in outside employment subject to the following conditions: 1) the employment may not interfere with efficient performance of the employee's position at NASDSE; 2) the outside employment may not diminish the effectiveness of the staff member in the normal course of business; 3) the outside employment may not conflict with interests of NASDSE; 4) the outside employment may not be of a type that would give rise to criticism or suspicion of conflicting interests or duties; and 5) the outside employment must have prior written approval of the Executive Director.

ROMANTIC RELATIONSHIPS

NASDSE strongly believes that an environment where employees maintain clear boundaries between employee personal and business interactions is most effective for conducting business. Romantic relationships may cause misunderstandings, conflicts of interest, complaints of

favoritism, negative employee morale, and has the potential for sexual harassment claims if the relationship ends.

All employees are strongly discouraged from becoming romantically involved with co-workers, especially in relationships where employees are in a supervisor-subordinate relationship. Employees are expected to behave in a professional manner in the workplace and must follow the organization's policy against unlawful harassment of any kind, including sexual harassment.

An employee who is romantically involved with a supervisor or co-worker should immediately and fully disclose the relevant circumstances to their supervisor or another management member so that a determination can be made as to whether the relationship presents an actual or potential conflict of interest. If so, the organization may take appropriate action according to the circumstances, up to and including transfer or termination of employment.

DRESS CODE POLICY

NASDSE employees represent the Board of Directors, and the membership and appropriate dress should reflect the professional nature of the organization. The usual expected dress for NASDSE employees is business attire. During the months of July and August, and on Fridays throughout the year, the expected dress is business attire or business casual, depending on the employee's workday schedule. On rare occasions, exemptions from the expected dress code may be made when the nature of the work makes this policy inappropriate.

HONORARIA, GIFTS AND DONATIONS

Honoraria or gifts may be accepted by a staff member for papers, speeches, demonstrations, consulting, or other activities, the performance of which would not ordinarily be considered as part of the normal responsibilities inherent in the position. Time for any such activity conducted during work hours shall be charged to annual leave or leave without pay. The Executive Director must approve the activity if it is conducted during normal work hours or is subject to the non-NASDSE employment provisions. NASDSE employees shall accept no compensation, gifts, rewards, gratuities, or anything of value from any source other than NASDSE for services rendered in the normal course of fulfilling the responsibilities of the NASDSE position. This provision is not intended to restrict the usual social amenities, ceremonial gifts, or unsubstantial advertising gifts.

WORKPLACE PRIVACY AND RIGHT TO INSPECT

NASDSE property, including but not limited to lockers, phones, computers, tablets, desks, workplace areas, vehicles, or machinery, remains under the control of the Company and is subject to inspection at any time, without notice to any employees, and without their presence.

You should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, your property maintained on Company premises including that kept in lockers and desks.

VOICEMAIL, EMAIL, AND INTERNET POLICY

This Voicemail/Email/Internet Policy is intended to provide NASDSE employees with the guidelines associated with the use of the voicemail/email/Internet system (the system). This policy applies to all employees and any others accessing and/or using the system through onsite or remote terminals.

General Provisions

- The system, and all data transmitted or received through the system, is the exclusive property of the Company. You should not have any expectation of privacy in any communication over this system. If you are permitted to have access to the system, you will be given a voicemail, email, and/or Internet address and/or access code and will have use of the system consistent with this policy.
- The Company reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over the system. Any individual who is given access to the system is hereby given notice that the Company will exercise this right periodically, without prior notice and without prior consent.
- The interests of the Company in monitoring and intercepting data include but are not limited to: protection of Company trade secrets, proprietary, and similar confidential commercially sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.); managing the use of the computer system; and/or assisting employees in the management of electronic data during periods of absence.
- You should not interpret the use of password protection as creating a right or expectation of privacy. To protect everyone involved, no one can have a right or expectation of privacy regarding the receipt, transmission, or storage of data on the Company voicemail/email/Internet system.

Any employees who violate this policy will be subject to corrective action, up to and including termination of employment. If necessary, the Company will also advise law enforcement officials of any illegal conduct.

PERSONAL CELL PHONE/MOBILE DEVICE USE

While NASDSE permits employees to bring personal cell phones and other mobile devices (i.e. smart phones, PDAs, tablets, laptops) into the workplace, you must not allow the use of such devices to interfere with your job duties or impact workplace safety and health.

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of productivity. Thus, you should primarily use such personal devices during nonworking time, such as breaks and meal periods. During this time, use devices in a manner that is courteous to those around you. Outside of nonworking time, use of such devices should be minimal and limited to emergency use only. If you have a device that has a camera and/or audio/video recording capability, you are restricted from using those functions on Company property unless authorized in advance by management or when they are used in a manner consistent with your right to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).

You are expected to comply with Company policies regarding the protection of confidential and proprietary information when using personal devices.

While operating a vehicle on work time, the Company requires that the driver's personal cell phone/mobile device be turned off. If you need to make or receive a phone call while driving, pull off the road to a safe location unless you have the correct hands-free equipment for the device that is in compliance with applicable state laws.

You may have the opportunity to use your personal devices for work purposes. Before using a personal device for work-related purposes, you must obtain written authorization from management. The use of personal devices is limited to certain employees and may be limited based on compatibility of technology.

You will be subject to disciplinary action up to and including termination of employment for violation of this policy.

SOCIAL MEDIA POLICY

At NASDSE, we recognize the Internet provides unique opportunities to participate in interactive discussions and share information using a wide variety of social media. However, use of social media also presents certain risks and carries with it certain responsibilities. To minimize risks to the Company, you are expected to follow our guidelines for appropriate use of social media.

This policy applies to all employees who work for the Company.

Guidelines

For purposes of this policy, *social media* includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether or not associated or affiliated with the Company, as well as any other form of electronic communication.

Company principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, you are solely responsible for what you communicate in social media. You may be personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or libelous statements against any customer, manager, owner, or employees of the Company.

Know and Follow the Rules

Ensure your postings are consistent with these guidelines. Postings that include unlawful discriminatory remarks, harassment, and threats of violence or other unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Be Respectful

The Company cannot force or mandate respectful and courteous activity by employees on social media during nonworking time. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment. Examples of such conduct might include defamatory or slanderous posts meant to harm someone's reputation or posts that

could contribute to a hostile work environment on the basis of race, sex, disability, age, national origin, religion, veteran status, or any other status or class protected by law or Company policy. Your personal posts and social media activity should not reflect upon or refer to the Company.

Maintain Accuracy and Confidentiality

When posting information:

- Maintain the confidentiality of trade secrets, intellectual property, and confidential commercially sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company.
- Do not create a link from your personal blog, website, or other social networking site to a Company website that identifies you as speaking on behalf of the Company.
- Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, do not represent yourself as speaking on behalf of the Company. Make it clear in your social media activity that you are speaking on your own behalf.
- Respect copyright, trademark, third-party rights, and similar laws and use such protected information in compliance with applicable legal standards.

Using Social Media at Work

Do not use social media while on your work time, unless it is work related as authorized by your manager or consistent with policies that cover equipment owned by the Company.

Media Contacts

If you are not authorized to speak on behalf of the Company, do not speak to the media on behalf of the Company. Direct all media inquiries for official Company responses to president/owner.

Retaliation and Your Rights

Retaliation or any other negative action is prohibited against anyone who, based on a reasonable belief, reports a possible deviation from this policy or cooperates in an investigation. Those who retaliate against others for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

The policy also prohibits retaliation against an employee for exercising his or her rights under any state earned sick leave law, for opposing practices which the employee believes are in violation of any earned sick leave law, who files a wage complaint or who discloses his or her wages. or because the employee supports the exercise of rights of another employee.

Nothing in this policy is designed to interfere with, restrain, or prevent employees from communications regarding wages, hours, or other terms and conditions of employment, or to restrain employees in exercising any other right protected by law. All employees have the right to engage in or refrain from such activities.

Section 9: Health and Safety

COMMITMENT TO HEALTH & SAFETY

It is the responsibility of all NASDSE employees to maintain a healthy and safe work environment. Report all safety hazards and occupational illnesses or injuries to your supervisor as soon as reasonably possible and complete an occupational illness or injury form as needed. Failure to follow the Company health and safety rules may result in disciplinary action, up to and including termination of employment.

DRUG-FREE WORKPLACE

The Company wants a drug and alcohol-free work environment, so we prohibit the use, possession, sale, or solicitation of certain substances at the workplace by employees. "Prohibited substances" include alcohol, illegal drugs, prescription drugs taken without a prescription or not taken in accordance with the prescription, or synthetic substitutes for those substances.

Prohibited activities include, but are not limited to, the following:

- The actual or attempted use, possession, manufacture, distribution, solicitation, or sale of illegal drugs while working or on duty (including during lunch and other breaks), while using Company assets or on Company property, or on Company business
- Bringing any form of illegal drug (including drug paraphernalia) onto any Company property or any other premises where employees are assigned or to which they travel as a part of their job duties
- Testing positive for alcohol
- Being under the influence of illegal drugs while working (including during lunch and other breaks), while using Company assets or on Company property, or on Company business. Additionally, the possession or use of illegal drugs off-duty will not be tolerated to the extent such possession or use results in the employee's reporting to work or presence on Company property under the influence of illegal drugs
- Possessing, using, or being under the influence of prescribed substances that are not prescribed to the person in possession while working or on duty (including during lunch and other breaks), while using Company assets or on Company property, or on Company business
- Refusal to comply with drug testing, testing schedules and instructions, or diluting or otherwise attempting to alter or altering a specimen for drug testing
- Refusal to submit to a lawful Company-requested search
- Testing positive for illegal drugs, *e.g.*, testing positive for a detectable level of any illegal drug
- The unauthorized use or being under the influence of alcohol while working or on duty (including during lunch and other breaks), while using Company assets or on Company property, or on Company business. Additionally, the possession or use of alcohol when off-duty will not be tolerated to the extent such possession or use results in the employee's reporting to work or presence on Company property while under the influence of alcohol. At Company sponsored special events as well as in those situations where employees are engaged in business exp or entertainment or business-related social events where alcohol

is being served, the employee is expected to regulate his/her alcohol consumption and that of his/her guest(s) so as not to become impaired

- The unauthorized possession of alcohol, including having open containers, while at work, on Company property, in Company vehicles, rental vehicles, or personal vehicles while being used for Company business
- Not complying with alcohol-related rehabilitation requirements

DRUG AND ALCOHOL TESTING

Reasonable suspicion

An employee may be asked to submit to a drug or alcohol test at any time it appears that they may be or may have been under the influence of drugs or alcohol in the workplace. For example, you may be asked to undergo drug or alcohol testing when the Company finds that:

- There is evidence of drugs or alcohol on or about your person or in your vicinity;
- Unusual conduct or appearance on your part suggests impairment or influence of drugs or alcohol;
- Negative performance patterns or excessive and unexplained absenteeism or tardiness suggest impairment or influence of drugs or alcohol.

If you are involved in an on-the-job accident or injury (including any employee who was injured in the accident) you will be required to submit to a drug or alcohol test.

The Company is free to choose the method for a test. This means urine, saliva, hair follicle, alcohol breathalyzer, alcohol strip and/or any other method may be used to collect a donor's sample for the purposes of drug testing. A drug test which confirms the presence of prohibited substances is grounds for discipline up to and including termination of employment, as is the refusal to take a drug test and the use of any device or substance intended to influence the outcome of a drug screen.

If an employee is taking medication (prescribed or over the counter) which affects their ability to perform their job in a safe and productive manner, they must notify their supervisor before beginning work. Such information will be treated in a confidential manner and shared only with those who have a need to know about the use of any medication.

Corrective Action

An employee, contractor, or other individual who tests positive for an illegal drug or alcohol will be subject to immediate disciplinary action, up to and including termination, unless prohibited by law. Any applicant or prospective employee who refuses to consent to a drug test or tests positive will be ineligible for employment. The refusal to consent to a drug or alcohol test or search under this policy, will subject an employee to immediate termination, unless prohibited by law. No employee shall be able to avoid disciplinary action if he or she does not meet the standards of job performance established for his or her position, even if the lack of performance is due to alcoholism or drug dependency.

TABACO-FREE WORKPLACE

NASDSE is committed to providing all employees with a safe and healthy work environment. All organization premises are smoke-free, unless clearly marked otherwise. Smoking a cigarette, cigar, e-cigarette, or pipe or any other form of tobacco, as well as the chewing of tobacco, is not allowed. For your convenience, designated smoking areas are clearly marked. Employees are expected to use the waste disposal receptacles for smoking products.

WORKPLACE VIOLENCE

As the safety and security of our employees, vendors, contractors, and the general public is in the best interests of NASDSE, we are committed to working with our employees to provide a work environment free from violence, intimidation, and other disruptive behavior.

Zero Tolerance Policy

The Company has a zero-tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, which occurs in the workplace or other areas. This applies to management, co-workers, employees, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

Prohibited Conduct

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on Company property or while performing Company business.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

Reporting Incidents of Violence

Report to your supervisor, or any other member of management, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

Violations

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

Retaliation

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to Human Resources.

WEAPONS

NASDSE strives to provide a safe and secure workplace for employees, clients, customers, and visitors. The organization has zero tolerance for, and forbids the possession of any type of weapon, firearm, explosive and/or ammunition while on organization property or conducting organization business. For purposes of this policy, organization property includes, but is not limited to, all organization facilities, organization-provided vehicles and equipment that are either leased or owned by the organization or an organization client.

Possession of firearms or other weapons may be cause for discipline, including, but not limited to, immediate termination of employment. In enforcing this policy, NASDSE reserves the right to request inspections of any employee and their personal effects while on organization property, to the extent allowable under applicable law. Any employee who refuses to allow an inspection will be subject to the same disciplinary action as having been found in possession of firearms or other weapons.

In the event an employee lawfully possesses a firearm, the employee can store the firearm in the employee's personal vehicle while on organization-provided parking areas; however, the firearm must be stored in the employee's locked vehicle, or locked to the vehicle, and hidden from plain view.

Employees share the responsibility of identifying violators of this policy. If you either witness or suspect another individual of violating this policy, you should immediately report this information to their onsite supervisor.

WHISTLEBLOWER POLICY

General

NASDSE requires the Board of Directors and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of NASDSE, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations.

Reporting Responsibility

It is the responsibility of all members of the Board of Directors and employees to report ethics violations or suspected violations in accordance with this Whistleblower Policy.

No Retaliation

No member of the Board of Directors or employee who in good faith reports an ethics violation shall suffer harassment, retaliation, or adverse employment consequence. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns within NASDSE prior to seeking resolution outside NASDSE.

Reporting Violations

NASDSE has an open-door policy and recommends that employees share their questions, concerns, suggestions, or complaints with someone who can address them properly. In most cases, an employee's supervisor is in the best position to address an area of concern. However, if you are not comfortable speaking with your supervisor or you are not satisfied with your supervisor's response, you are encouraged to speak with the Deputy Executive Director or Executive Director. Concerns brought to the Executive level are required to be reported to NASDSE's Compliance Officer, who has specific and exclusive responsibility to investigate all reported violations. For suspected fraud, or when you are not satisfied or uncomfortable with following NASDSE's open door policy, individuals should contact NASDSE's Compliance Officer directly.

Compliance Officer

NASDSE's Compliance Officer is responsible for investigating and resolving all reported complaints and allegations concerning violations and shall advise the Executive Director and/or the audit committee. The Compliance Officer has direct access to the audit committee of the board of directors and is required to report to the audit committee at least annually on compliance activity. NASDSE's Immediate Past-President is the NASDSE Compliance Officer and the chair of the audit committee, which is composed of the Past-President, Secretary-Treasurer, President-Elect, and President.

Accounting and Auditing Matters

The audit committee of the board of directors shall address all reported concerns or complaints regarding corporate accounting practices, internal controls, or auditing. The Compliance Officer shall immediately notify the audit committee of any such complaint and work with the committee until the matter is resolved.

Acting in Good Faith

Anyone filing a complaint concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

Confidentiality

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

Handling of Reported Violations

The Compliance Officer will notify the sender and acknowledge receipt of the reported violation or suspected violation within five business days. All reports will be promptly investigated, and appropriate corrective action will be taken if warranted by the investigation.

WORKERS' COMPENSATION

Workers' compensation is a no-fault system designed to provide benefits to all employees for work-related injuries. Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job while working at the Company, no matter how slightly, you are to report the incident immediately to your Manager/Supervisor. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

To receive workers' compensation benefits, notify your Manager/Supervisor immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an accident report. You will be required to submit a medical release before you can return to work.

Please note that the Company may not be liable for the payment of workers' compensation benefits for any injury that arises from your voluntary participation in any off-duty, recreational, social, or athletic activity that is not part of your work-related duties.

INCIDENT REPORTING

If an employee has an accident, injury or near-miss while on the job, they are required to report it to their supervisor or another member of management immediately, no matter how insignificant it may seem. Medical treatment will be promptly arranged as appropriate. If the injury is an emergency, call 911 and then your supervisor.

If you are involved in, or are a witness to an incident, immediate action is required – all details of the incident should be provided for reporting purposes. Failure to report or cooperate may result in a loss of benefits that might be allowed for that injury. Also, not reporting an incident may result in disciplinary action toward the party witnessing the incident and/or the direct supervisor. The Company may require a physician's fitness for duty statement releasing the employee to return to work after any job-related injury.

RETURN TO WORK

The Company is committed to promoting employee health and recovery from a work-related injury or illness through early intervention and active case management. It is our goal to maintain a safe workplace for all employees. When an injury does occur, the program helps to make the process of returning to work as smooth and efficient as possible.

This policy aims to provide meaningful work activity for all employees who become temporarily unable to perform all or portions of their regular work assignments due to work related injury or illness. To facilitate this process, return to work duties may be in the form of either changed duties within the scope of the current position, or other available duties – through the Company or offsite organizations experienced in return-to-work programs.

Section 10: Proprietary Information

COMPUTER SECURITY AND COPYING OF SOFTWARE

Software programs purchased and provided by NASDSE are to be used only for creating, researching, and processing materials for Company use. By using Company hardware, software, and networking systems you assume personal responsibility for their use and agree to comply with this policy and other applicable Company policies, as well as city, state, and federal laws and regulations.

All software acquired for or on behalf of the Company or developed by Company employees or contract personnel on behalf of the Company, is and will be deemed Company property. It is the policy of the Company to respect all computer software rights and to adhere to the terms of all software licenses to which the Company is a party.

You may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may subject you and/or the Company to both civil and criminal penalties under the United States Copyright Act. To purchase software, obtain your manager's approval.

You may not duplicate, copy, or give software to any outsiders including clients, contractors, customers, and others. You may use software on local area networks or on multiple machines only in accordance with applicable license agreements entered into by the Company.

CONFIDENTIALITY AND NONDISCLOSURE OF TRADE SECRETS

As a condition of employment, NASDSE employees are required to protect the confidentiality of the Company trade secrets, proprietary information, and confidential commercially sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company. Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from management. If you have information that leads you to suspect that employees or competitors are obtaining such information, you are required to inform your supervisor.

Violation of this policy may result in discipline or termination and may subject the violator to civil liability.

Section 11: Personnel Records

PERSONAL DATA CHANGES

It is your obligation to provide NASDSE with your current contact information, including current mailing address and telephone number. Inform the Company of any changes to your marital or tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact Human Resources.

PERSONNEL AND MEDICAL RECORDS

NASDSE maintains a personnel and medical file for all employees. Medical records will be kept in a separate folder. Every effort will be made to keep your personnel and medical records confidential. Access is on a "need-to-know" basis only. This includes, but is not limited to, supervisors and others in management reviewing the file for possible promotion, transfer, or layoff.

For more information on how to gain access to your personnel or medical file, contact Human Resources.

Section 12: Employee Benefits

FRINGE BENEFITS

The following fringe benefits apply to all employees who work an average of 30 hours or more per week:

Education -- NASDSE encourages employees to develop his/her job-related professional skills. NASDSE may, contingent upon available funds, reimburse, in part or in whole, an employee for registration costs of a maximum of two professional development courses, workshops, institutes per year, with the following stipulations:

All courses, institutes, workshops for which reimbursement is sought must be directly related to the job and approved in advance by the Executive Director.

A written request must be made to the Executive Director. A printed course description and all pertinent information, such as location, dates, costs, should be attached.

Reimbursement will cover course cost only and not matriculation costs (such as books, parking fees, etc.)

Reimbursement will be contingent upon presentation of documentation that the training was fully and successfully completed.

HEALTH AND DENTAL INSURANCE

Employees are eligible for group health, dental and vision insurance effective on the first of the month following their date of hire and upon submission of application. As of August 1, 1995, all employees will be required to contribute 20 percent of their health and dental insurance costs.

LIFE/DISABILITY INSURANCE

NASDSE will provide the following types of insurance at no premium cost (An employee may be subject to income and employment taxes based upon the tax laws in effect during a year.) to the employee: life insurance, accidental death, and dismemberment (AD&D), and long-term disability. Life and AD&D insurance benefits are equivalent to one and one-half times the employee's annual salary or up to the maximum allowed under the insurance policy. The long-term disability benefit is an amount equal to 60 percent of the employee's monthly earnings at the time of total disability

up to a maximum benefit of \$5,000 per month. These insurance benefits become effective the first of the month following 90 consecutive days of employment.

TAX SHELTER ANNUITY PLAN -- All NASDSE staff may participate in a tax-sheltered annuity plan. Voluntary salary reductions up to the maximum allowed by law per calendar year are allowed under this program.

RETIREMENT PLAN -- NASDSE sponsors a defined contribution pension plan or Money Purchase Pension Plan. Contributions of 10 percent of all salary, plus 5.7 percent of any salary amounts in excess of the annual F.I.C.A. wage base are made by NASDSE to self-directed investment accounts for the benefit of each participant. All full-time employees are eligible to participate on the first day of the month coincident with or following their date of employment and are fully vested in all contributions.

FLEXIBLE BENEFITS PLAN -- All NASDSE staff may participate in a flexible benefits plan, a program that permits participants to elect to receive cash or coverage for themselves and their eligible dependents under various Component Plans which provide medical reimbursement, disability insurance, and dependent care assistance benefits. The employee is responsible for the full cost of premium.

SOCIAL SECURITY -- all employees are covered by Social Security.

PARKING OR PUBLIC TRANSPORTATION ALLOWANCE -- Employees may receive a parking or public transportation allowance, subject to approval of the Executive Director.

TRAVEL INSURANCE -- NASDSE subscribes to a plan that provides AD&D benefits to employees traveling on official NASDSE business.

SICK LEAVE PROVISIONS

NASDSE provides regular full-time employee with ten (10) sick days per year. These ten (10) days are front loaded on January 1st of each year. New hires will have their ten (10) sick days prorated based on the date of hire.

If a holiday falls within the period of sick leave taken by the employee, sick leave will not be charged for that day.

If an employee must be absent due to illness beyond the ten (10) sick days allotted, vacation leave will be charged. If vacation is depleted, the leave will be without pay as permissible by state and federal law.

Paid sick time can be carried over from year to year. A maximum of 60 days (480 hours) will be allowed to be banked by each employee.

Paid sick time is not paid out upon termination regardless of the reason for separation.

There is no payout in lieu of taking paid sick time.

Employees hired prior to 1/1/2022 are grandfathered with the previous policy. These employees will be allowed to retain all unused sick time earned prior to 1/1/2022. In the event of separation from the organization, these employees will be paid out all unused sick time.

VACATION POLICY

NASDSE provides all regular full-time employees with vacation time. Vacation is earned from the first day of employment at the following rate:

<u>Length of Service</u>	<u>Accrual Rate</u>
1 to 5 years	12 days per year (96 hours)
6 to 10 years	17 days per year (136 hours)
11+ years	22 days per year (176 hours)

Part-time employees are not eligible for vacation time. If a holiday falls within the period of vacation taken by an employee, vacation is not charged for that day. No vacation accrues when an employee is on leave without pay.

Employees are allowed to carry over a maximum of **80 hours (10 days)** of vacation.

When an employee separates from NASDSE, the employee will automatically receive lump sum payment for the unused annual leave currently to his/her credit at the current rate of pay up to the following maximums provided the employee is not being terminated for cause or policy violation and if the employee is resigning, the employee has given NASDSE a minimum of 2 week notice of resignation:

<u>Length of Service</u>	
1 to 5 years	22 days (176 hours)
6 to 10 years	27 days (216 hours)
11+ years	32 days (256 hours)

NASDSE reserves the right to approve, deny, cancel any vacation request as it sees necessary.

Employees hired prior to 1/1/2022 are grandfathered with the previous vacation policy. These employees will be allowed to retain all unused vacation time earned prior to 1/1/2022. In the event of separation from the organization, these employees will be paid out all unused vacation time.

HOLIDAYS

When a holiday falls on a weekend, the practice of the federal government will be followed. The following shall be paid holidays:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Independence Day

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Day
Any other national holiday as provided by law or Presidential order.

Two days of personal leave shall be granted by the Executive Director to the employee upon employment without charge to annual leave. Thereafter, the two personal leave days are available on October 1 and must be used within 12 months and are not eligible for reimbursement upon termination of employment. Employees with personal leave may use it at any time, subject to written request and approval by the Executive Director or designee.

ADMINISTRATIVE LEAVE, EMERGENCY LEAVE AND LEAVE WITHOUT PAY

The Executive Director may in unusual circumstances authorize administrative leave, not chargeable to other types of leave.

Employees who are granted administrative leave are compensated at his/her regular rate of pay. An employee on annual or sick leave would not receive administrative leave.

EMERGENCY LEAVE

The Executive Director may authorize emergency leave when there is a breakdown of facilities, inclement weather, a serious health, or safety hazard or for other special circumstances. Employees who are granted emergency leave are compensated at his/her regular rate of pay. Employees on approved vacation leave, off-site business or sick leave may not receive emergency leave. NASDSE will follow the Federal Government inclement weather schedule for delayed openings and closings.

LEAVE WITHOUT PAY

The Executive Director may grant leave without pay when he/she determines that it is in the best interest of the employee and NASDSE. Leave without pay is a period of time away from official duty when an employee remains on the payroll of NASDSE but not in active-duty status. Such leaves shall be granted only when NASDSE and the employee intend that the employee return to employment with NASDSE. It may be granted for extended vacations, advanced study, temporary assignment with another employer, political or civic service, extended illness, extended maternity leave, or other purposes mutually agreed upon by the employee, the employee's supervisor, and the Executive Director.

An employee may not accrue annual leave, sick leave, retirement benefits, travel allowance, or holiday pay while on leave without pay. When leave without pay is authorized, employees may maintain their group insurance and hospitalization by paying the full cost of these benefits.

Leave without pay must be requested in writing and be approved by the employee's supervisor and the Executive Director. Leave without pay may be granted whether or not an employee has exhausted all accrued annual leave.

An employee who has taken leave that has not been requested and approved as required elsewhere in these policies may be placed on leave without pay status.

MATERNITY LEAVE

NASDSE employees who have been employed by NASDSE for more than six months will be entitled to take up to 12 weeks of maternity leave following the birth or adoption of a child. Employees may use their annual and/or sick leave to cover all or part of their leave. Maternity leave not covered by annual or sick leave will be considered leave without pay.

FUNERAL LEAVE

NASDSE employees may take sick leave surrounding the death of an immediate family member (grandparent, parent, sibling, or child). Employees should use annual leave or comp time (if available) to attend a funeral for other family members or friends.

Section 13: Separation of Employment

RESIGNATION OF EMPLOYMENT

Employees who intend to voluntarily leave the Company are expected to provide a dated and signed letter of resignation to their supervisor at least two weeks' notice prior to their last working day. The final paycheck will be issued within the required time frame according to federal or state law. Arrangements should be made with your supervisor as to whether the check will be mailed or direct deposited, and to ensure all company property has been returned and work handed off appropriately.

INVOLUNTARY SEPARATION

Employees who are laid off or terminated for cause will be paid within the required time frame according to federal or state law. Exempt employees will be paid only for the days they actually worked, and not for the entire week.

CONTINUATION OF BENEFITS (COBRA)

When an employee is separated for any reason, health insurance remains in effect until the last day of the month in which the separation occurred. Please contact the benefits department to inquire about any applicable COBRA or state law continuation options.

POST-EMPLOYMENT VERIFICATION

NASDSE policy is to confirm dates of employment and job title only. With written authorization, the Company will confirm compensation. Forward any requests for employment verification to Human Resources.

STATE SPECIFIC POLICIES

MARYLAND SPECIFIC POLICIES

EMERGENCY RESPONDER LEAVE

NASDSE provides unpaid leave for employees who perform emergency duty as a member of a volunteer fire department or volunteer rescue squad if the activity is in response to an emergency declared by the governor. If you are participating as one of these emergency responders, notify your supervisor so the organization may be aware of the fact that you may have to take time off for emergency duty. In the event that you need to take time off for emergency duty, inform your supervisor before doing so, when possible. Upon conclusion of emergency duty, you may be required to provide documentation to support your absence. NASDSE will comply with additional requirements under state law.

PAID SICK AND SAFE TIME

The Organization recognizes that the inability to work because of illness, injury, safety, or other personal needs may cause economic hardship. For this reason, NASDSE provides # hours equal to or greater than 40 hours paid sick and safe time upon hire and annually at the beginning of each calendar year to all employees who work in Maryland. You are eligible to use the time immediately. Sick and safe time may be used for your own or your family member's health needs or for purposes relating to you or your family member being a victim of domestic violence, sexual assault, or stalking; and for maternity and paternity leave as intended to comply with Maryland Healthy Working Families Act.

Suspected abuse of sick and safe time may lead to disciplinary action. Indications of possible abuse include, but are not limited to, repeated usage of sick and safe time to extend regularly scheduled days off, including weekends, holidays (before or after a holiday), excessive absenteeism on Mondays and Fridays, and usage of sick and safe time on days previously requested and denied as vacation. If you are absent for more than two consecutive schedules due to personal illness, or other reasons as covered under the Act, you may be required to provide supporting documentation, such as a statement from your healthcare provider. Please familiarize yourself with the Absenteeism and Tardiness Policy for the proper procedures to follow when an absence has or will occur.

Employees classified as exempt may take sick time in 4-hour increments. Nonexempt employees should record their absences in exact time increments to the quarter hour. Unused sick and safe hours do not carry over and are not paid in the event of separation from employment, however, unused sick and safe hours will be reinstated if reemployed by NASDSE within 37 weeks of separation. NASDSE prohibits retaliation against any employee for requesting or inquiring about paid sick and safe time.

VOTING (MARYLAND EMPLOYEES ONLY)

Employees are encouraged to fulfill their civic responsibility by voting in local, state, and national elections. If you are unable to reach your polling place outside of work hours, you may take up to 2 hours of paid time off to vote. You are required to provide reasonable notice to your supervisor, and evidence of voting may be required.

VIRGINIA SPECIFIC POLICIES

CIVIL AIR PATROL LEAVE

NASDSE provides up to 10 workdays each fiscal year to attend training, up to 30 workdays when responding to an emergency mission of unpaid leave time to eligible employees to serve as a member of the Civil Air Patrol on the request of the state or its political subdivisions. You may choose to take accrued paid time off for the leave. You must give as much advance notice as possible and provide certification from the Civil Air Patrol authority in advance unless you are called for emergency service.

CRIME VICTIM LEAVE

An employee who is the victim of or who is the family member of the victim of a crime is eligible to take leave to appear at court or other legal or investigative proceedings associated with the crime or to obtain counseling associated with being a crime victim.

An employee taking leave must use all accrued paid time off, vacation and/or personal time before continuing leave on an unpaid basis. You must provide documentation supporting your need for leave. NASDSE will maintain the confidentiality, to the extent possible, of any written documents or records submitted and the fact that leave has been requested.

Acknowledgment of Receipt and Review

I hereby acknowledge receipt of the employee handbook. I understand and agree that it is my responsibility to read and comply with the policies in this handbook, as well as any state law documents that have been given or made available to me. I understand that no document can describe all of my obligations to the Company or all of the Company's obligations to me. I agree to consult my Supervisor or another member of management whenever I have questions concerning my employment, obligations, or benefits. I agree to abide by and be bound by the rules, policies and standards set forth in the Handbook, as well as any state law documents that have been given or made available to me.

I understand that the handbook and all other written and oral materials provided to me are intended for informational purposes only. Neither it, company practices, nor other communications create an employment contract or term. I understand that the policies and benefits, both in the handbook and those communicated to me in any other fashion, are subject to interpretation, review, and change by management at any time without notice.

I further agree that neither this document nor any other communication shall bind the company to employ me now or hereafter and that my employment may be terminated by me or the company without reason at any time. I understand that no representative of the company has any authority to enter into any agreement for employment for any specified period of time or to assure any other personnel action or to assure any benefits or terms or conditions of employment or make any agreement contrary to the foregoing.

I also understand and agree that this agreement may not be modified orally and that only the President / COO/ Owner of the company may make a commitment for employment. I also understand that if such an agreement is made, it must be in writing and signed by the President / COO/ Owner of the company.

Employee must sign the Employee Handbook Acknowledgement for continued employment.

Employee Signature: _____

Employee Name: _____

Date: _____



Employee Portal Registration

Register to See Personal Information, View pay stubs and reprint W-2 form

Regístrese para ver su información personal, W2 y Vale de Pago

1. Go to/ir <https://queee.prismhr.com/que>
2. Click **Register** to create a username & password (**REMEMBER THESE**)

Haga clic a registrarse y crear nombre de usuario y contraseña (RECUERDO ESTOS)

Username is all lower case / Nombre de usuario en minúsculas

3. Complete New User Registration
 - a. Complete last name, social, personal email, username, and password.
 - b. Once complete click on Register.

Completar apellido, seguridad social, correo electrónico personal, nombre de usuario y contraseña.

Clic Register / Cuando este completo clic registrar

4. From the home screen choose an option.
En la pantalla de inicio, elija una opción.

