PERSONNEL POLICIES

April 2014

SECTION I: INTRODUCTION

The purpose of this handbook is to set forth the policies and practices of the National Association of State Directors of Career Technical Education Consortium (NASDCTEc) and the National Career Technical Education Foundation (NCTEF) with regard to working conditions, employee benefits, and other policies affecting employment. **THIS HANDBOOK DOES NOT CREATE A CONTRACT, IMPLIED OR EXPRESS, OR PART OF A CONTRACTUAL AGREEMENT WITH ANY NASDCTEc OR NCTEF EMPLOYEES. NASDCTEc and NCTEF follow the practice of employment – at-will and thus, reserve the right to terminate employee at any time, with or without cause.**

The organizational policies are established by a sixteen member Board of Directors that employ an Executive Director empowered to hire and fire staff and manage the affairs of the national association and the headquarters office.

NASDCTEc and NCTEF reserve the right to revise, supplement, or rescind any policies or procedures in this handbook as deemed appropriate, in its sole and absolute discretion. The policies and procedures in this manual supersede any pre-existing documents.

Equal Employment Opportunity Policy:

NASDCTEc and NCTEF's Employment Policy is to comply with all applicable federal, state and local laws regarding equal employment opportunity and prohibiting discrimination. These laws and regulations apply to all aspects of employment.

SECTION II: OPERATING PROCEDURES

II. A Hiring:

NASDCTEc and NCTEF's policy is to select qualified persons, whether from within NASDCTEc or NCTEF or from outside, on the basis of ability, experience, education, and training.

II. B Working Hours:

NASDCTEc and NCTEF's normal working hours for regular full time employees are from 9:00 a.m. to 5:00 p.m., Monday through Friday.

NASDCTEc and NCTEF recognize that circumstances beyond the employee's control may occasionally cause him/her to be absent from work for all or part of a day. Whenever an unexpected delay prevents an employee from arriving on time at the office, the employee must notify NASDCTEc/NCTEF headquarters as soon as possible and give an estimate of how long the delay will be. Unauthorized absence or tardiness will not be tolerated and will result in disciplinary action.

An employee who is absent for three consecutive days without prior notice to the Executive Director or President is presumed to have resigned without notice. Under these circumstances, NASDCTEc and NCTEF will not pay out the employee's accrued annual leave.

II. C *Overtime Hours*:

When workload requirements cannot be met during regular working hours, nonexempt employees may be required to take part in overtime work assignments. Nonexempt employees are subject to the minimum wage and overtime provisions of the Fair Labor Standards Act. Employees who are classified as nonexempt will be paid overtime at the rate of one and one half times the regular hourly pay only after a full workweek of 40 hours. Overtime work is based on actual hours worked, and must always be approved by the Executive Director in writing before it is performed.

Overtime compensation does not apply to exempt employees.

II. D Flexible Work Schedule:

NASDCTEc and NCTEF's normal working hours for regular full time employees are from 9:00 a.m. to 5:00 p.m., Monday through Friday. However, working hours can be adjusted to meet the specific needs of the employee or NASDCTEc/NCTEF, including compressed work weeks, flexible hours, etc. The employee's type of work and performance will be considered in approving requests. Alternative work schedule arrangements must be made with the employee's direct supervisor and approved by the Executive Director. The flexible work schedule is at the discretion of NASDCTEc and NCTEF as to the terms and/or duration and NASDCTEc/NCTEF may remove the right to the flexible work schedule at any time. All requests for an alternate work schedule must be submitted in writing and approved at least two weeks prior to the start date of the flex schedule. Employees are eligible for this benefit upon the completion of the six-month probationary period.

II. E Flexible Location:

NASDCTEc and NCTEF understand that employees may have projects or circumstances that make it necessary and/or conducive to working from home or an alternate work location than the NASDCTEc/NCTEF offices. Alternative work locations arrangements must be made with employee's direct supervisor and approved by the Executive Director. All alternate work location arrangements are at the discretion of NASDCTEc and NCTEF as to the terms and/or duration and NASDCTEc/NCTEF may remove the right to the alternate work location at any time. The employee's type of work and performance will be considered in approving requests. All requests for an alternate location schedule must be submitted in writing and approved at least two weeks prior to the start date. Employees are eligible for this benefit upon the completion of the six-month probationary period.

II. F Lunch Policy:

Employees are allowed one half of one hour for lunch. If additional time is desired for lunch, the employee shall make arrangements with the employee's direct supervisor or Executive Director on how best to accommodate this request.

II. G Timesheets:

Time sheets are due three working days after the end of a pay period. If that day falls on the weekend, time sheets are due the following Monday. Time sheets must be signed by both the employee and the employee's direct supervisor or Executive Director. Employees are expected to record all working time, leave taken, and holidays earned/used for proper crediting to the employee's leave account. All employees are required to submit weekly reports.

II. H Pay Period:

NASDCTEc and NCTEF employees are paid on the 15th and last day of each month. If a payday falls on a weekend or holiday, checks are distributed on the preceding Friday or the day preceding the holiday.

II. I Travel Expenses:

Prior to any travel taking place, all NASDCTEc and NCTEF employee travel must be approved by the employee's director supervisor, Executive Director or President. Employees plan travel in advance to obtain the most reasonable rates.

Upon approval, employees will be reimbursed for automobile travel, for NASDCTEc and NCTEF business, at the current Federal reimbursement rate. Employees will be reimbursed for meals according to the reimbursement policy. Meals not available at the meeting/event/conference the employee is staffing or attending will be reimbursed. Employees are asked to use judgment and discretion when incurring business related expenses. NASDCTEc and NCTEF will not reimburse for the purchase of alcoholic beverages. All expense reimbursements are subject to approval by the Assistant Director of Operations or Executive Director must abide by the reimbursement policy and must be submitted on an approved expense form with receipts.

II. J Expense Reimbursement:

All expense reimbursements are subject to approval by Executive Director and must be submitted on an approved expense form. Employees are to use fiscal discretion in incurring costs and are encouraged to be reasonable in their expenditures. All expenditures must be guided by budget allocations and must meet expense reimbursement guidelines or are subject to disallowance.

NASDCTEc and NCTEF will reimburse employees for applicable business-related expenses incurred and approved. The expense form must be turned in within thirty days of the date the expense was incurred or the completion of travel. All expenses must be accompanied by an original receipt, with the exception of porterage and miscellaneous expenses where receipts are not available for or appropriate (e.g. metro expenses). Housekeeping tips and entertainment costs will not be reimbursed. All meal expenses (including those charged against a hotel room) must include an itemized receipt. Any meal charges to a credit card must include itemized break down of the meal plus the summary receipt that includes the meal total and tip. Reimbursement of internet charges will be made only when the employee has business-related communications to conduct. Reimbursement of luggage fees will only be approved for business trips requiring three or more days of travel or if approved in advance.

The Finance and Operations Manager will review the Executive Director's expense reports to assure appropriate expenditure of NASDCTEc and NCTEF funds. In addition, the Executive Director's expense reports will be forwarded to the Executive Committee at the end of each quarter for review and approval.

II. K Payroll Deductions:

NASDCTEc and NCTEF are required by law to withhold applicable federal and state/District of Columbia income taxes and FICA (Social Security) contributions from employees' paychecks. The amount of the tax deduction is based on the employee's salary, the number of tax exemptions claimed on the withholding statements and the tax rate.

II. L Garnishment of Employee Wages:

NASDCTEc and NCTEF are obligated to comply with any court order received for the garnishment of employee wages. The amount withheld is stipulated by court order.

II. M Probationary Period:

Employees are considered on probation for the first six months of employment. During the probationary period, employees can accrue annual, sick, and compensatory leave. Annual leave cannot be taken until the probationary period expires. Employees are not eligible for life insurance benefits until the probationary period expires. At the end of the first 90 days of employment, employees will receive an evaluation. A second review will be conducted at the end of the first six months of employment. Employees can be terminated at any time during the probationary period without cause. Successful completion of the probationary period does not alter the employment at-will employee relationship.

II. N References:

Requests for information about former employees must be provided by the Executive Director or President and are limited to verification of employment dates and job title(s).

Any employee who leaves NASDCTEc or NCTEF may request a letter of recommendation from his or her immediate supervisor or from any other employee who is qualified to vouch for the employee's performance and other work-related qualities. However, the only official verification and recommendation, if any, will be the one issued by the Executive Director.

II. O Dress Code:

NASDCTEc and NCTEF require employees to present a neat, professional, and businesslike image to co-workers, members, and the public. Therefore employees must be dressed in appropriate, clean and tidy business attire. Business attire does not include shorts, crop tops, flip flops, exercise attire, strapless tops, any attire with team logos, political logos, or wording/phrases not associated with the organization. Fridays is considered a casual day and jeans are allowed but only if this does not interfere with appropriate attire for the employee's duties, meetings, etc. on that day. If an employee's attire is found to be in violation of this policy, disciplinary action will be taken, at the discretion of the Executive Director. Grooming and hygiene are an equally important part of a professional appearance. Hair should be clean and neat; extreme styles and colors are not acceptable. Tattoos and body piercings (other than modest earrings for women) shall not be visible. NASDCTEc and NCTEF will accommodate requests for dress and grooming that deviate from this Dress Code based on an employee's religious practices as required by law.

II. P "Green" Policy:

NASDCTEc and NCTEF strive to be environmentally conscious and to reduce the organization's carbon footprint. Further, recycling is a mandate for employers residing in Montgomery County, Maryland. Fines can be levied on non compliant organizations. Recycling bins are provided for employee use, as well as briefing materials explaining the county's recycling requirements. Further, employees are encouraged to use recycled paper for drafts of work products (a central paper recycling station has been established) and to recycle all toner cartridges. Employees are requested to turn off their computers and office lights at the close of the business day.

II. Q Kitchen Policy:

NASDCTEc and NCTEF employees have been provided with kitchen facilities. All unmarked condiments and food will be disposed of at close of business each Friday. The building cleaning staff will not clean the kitchen appliances therefore all staff is requested to be courteous and clean up after themselves.

SECTION III: CODE OF CONDUCT

III. A Alcohol and Drug Free Workplace Policy:

NASDCTEc and NCTEF are committed to providing an employment environment that is drug-free, healthful, and safe. While employees are performing their job duties, no employee may use, possess, distribute, sell, be under the influence or engage in the unlawful manufacture, distribution, dispensation, possession, or use of illegal drugs. Any violation will be reported to the appropriate legal authorities.

Employees may not bring alcoholic beverages to work or be under the influence of alcohol while working. Violations of the drug and alcohol polices will result in disciplinary action, up to and including termination of employment.

III. B Employee Relations:

NASDCTEc and NCTEF believe that effective communication is essential to a productive work environment and that all employees should have knowledge of its missions, objectives, priorities, policies, and administrative guidelines. Staff meetings will be held to communicate and gather feedback on important organizational issues. Ideas and creativity to strengthen the organization are always welcome and should be communicated to the employee's supervisor, Executive Director or President.

III. C Whistleblower Policy:

NASDCTEc and NCTEF Boards of Directors believe it is essential to have a safe and comfortable work environment and as such the Board of Directors of both organizations have adopted a whistleblower policy. This policy is in attachment A of the personnel policies and is to be reviewed and signed by each employee annually. There will be no retaliation for reporting incidents that qualify as whistleblowing.

III. D Conflict of Interest Policy:

The NASDCTEc and NCTEF Boards of Directors approved a conflict of interest policy that must be reviewed and signed by all staff and Board members annually or as circumstances may dictate. A copy of the policy is included in attachment B.

III. E Immigration Law Compliance:

NASDCTEc and NCTEF is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with NASDCTEc and NCTEF within the past three years, or if their previous I-9 is no longer retained or valid.

A NASDCTEc or NCTEF employee, who, knowingly, or unknowingly breaks the immigration and/or labor laws of the U.S., may be committing a crime and the organization does not condone such activity. Accordingly, persons who engage in such behavior may be subject to disciplinary action, which may include dismissal.

III. F. Harassment:

NASDCTEc and NCTEF are committed to assuring all employees a bias-free work environment. Harassment based on a protected characteristic or status, such as race, sex, religion, disability, national origin, age, color, marital status, or sexual orientation, is strictly prohibited. Harassment may consist of insults, jokes, or other comments or conduct that may create a hostile, intimidating, or offensive work environment or otherwise interfere with an employee's work performance.

Sexual harassment in particular has also been defined by government regulations as "unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature... when submission to such conduct if made, either explicitly or implicitly, a term or condition of the individual's employment, ... (when) submission to or rejection of such conduct... is used as the basis for employment decisions affecting such individual."

Harassment in the form of unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature is also unlawful if it unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment.

Employees found to have engaged in harassment will be disciplined as appropriate, up to and including discharge.

If an employee believes that he or she has been the victim of harassment, the employee should immediately discuss the situation with the Executive Director or President. To the degree possible, the investigation will be conducted in such a manner as to protect the privacy of all concerned. There will be no retaliation for reporting incidents of harassment.

III. G. No Smoking Policy:

Smoking is prohibited in the NASDCTEc and NCTEF offices.

III. H. Ethics:

Employees of NASDCTEc and NCTEF hold a position of trust. All employees are required to maintain the highest ethical standards.

III. I Handling of NASDCTEc and NCTEF Funds:

Integrity in the handling of all NASDCTEc and NCTEF monies is of the utmost importance. No one may obligate NASDCTEc or NCTEF financially without the prior approval of the Executive Director.

NASDCTEc and NCTEF may perform a credit/consumer report on prospective employees or current employees who have a fiscal responsibility within the organization. All employees must cooperate in providing the necessary information to, and signing the necessary documents for, NASDCTEc and NCTEF. All information will be kept confidential by NASDCTEc or NCTEF and a copy of such report may be requested by the employee.

III. J Network and Computer Use Policy

Network systems and computer resources are tools provided by NASDCTEc and NCTEF to assist users with their professional duties. Since all items contained within these systems are property of NASDCTEc and NCTEF, users are reminded that this is not a private means of communication and all aspects of the system are accessible by NASDCTEc and NCTEF. This means that all messages composed, sent or received on the network systems and computer resources ; voicemails, texts, instant messages, and other electronic communications are the property of NASDCTEc and NCTEF.

Network systems and computer resources must not be used to create or transmit material that is derogatory, defamatory, obscene or offensive, such as slurs, epithets or anything that might be construed as harassment or disparagement. Similarly, they systems must not be used to solicit others for commercial purposes, causes, outside organizations, chain messages or other non-job-related purposes.

Unlicensed software should not be loaded or executed on the network systems, and licensed software should not be copied onto any media other than for the purpose of backing up hard drive.

Personal use of such tools is permissible on a limited basis. This limited personal use should not be during charged time and should not interfere with job performance. Personal messages may not be broadcast to groups of people or other employees except to appropriate forums (such as designated listservs). Permission for organization-wide broadcasting of personal messages must be obtained from the user's supervisor. Distribution of chain letters, junk mail, jokes, executables, and other large attachments for purely recreational purposes is prohibited.

Users expressly waive any right of privacy in anything they create, store, send or receive on the organization's information system. NASDCTEc and NCTEF can, but is not obliged to, monitor e-mails and internet/computer activity without prior notification. If there is evidence that users are not adhering to the guidelines set out in this policy, NASDCTEc and NCTEF reserves the right to take disciplinary action, including termination and/or legal action.

All passwords must be made known to NASDCTEc and NCTEF upon request. The use of passwords to gain access to the computer system or to secure specific files does not provide users with an expectation of privacy in the respective system or document.

III. K. Telephone, Internet, and Electronic Mail Policy:

The NASDCTEc and NCTEF telephone systems and messaging resources and all items contained within these systems are the property of NASDCTEc and NCTEF. This means that all messages composed, sent or received on the telephone systems and messaging resources, including voicemails are the property of NASDCTEc and NCTEF.

Telephone calls are an important means of communication with NASDCTEc and NCTEF members, customers, and partners and therefore should be handled promptly, efficiently and in a courteous manner. All telephone messages should include the time and date of the call and the correct name, organization, and the telephone number of the caller.

NASDCTEc and NCTEF discourage excessive use of the telephone and electronic mail for personal business. NASDCTEc and NCTEF recognize that it may be necessary to make or accept a limited

number of personal calls and electronic mail communications while at work. However, the frequency and time spent on personal business must be kept to a minimum.

Employees may not conduct business for profit or gain from NASDCTEc and NCTEF telephones or electronic mail. Calls to 1-900 numbers, or other pay per call/premium rate telephone numbers, are prohibited. NASDCTEc and NCTEF staff should utilize the most cost-effective method of telephone use when on travel for association or foundation business.

NASDCTEc and NCTEF may monitor usage of the Internet by employees, including reviewing a list of sites accessed by an individual. No individual should have any expectation of privacy in terms of his or her usage of the Internet. In addition, NASDCTEc and NCTEF may restrict access to certain sites that it deems are not necessary for business purposes. The Internet must not be used to access, create, transmit, print or download material that is derogatory, defamatory, obscene, or offensive, such as slurs, epithets, or anything that may be construed as harassment or disparagement. The Internet must not be used to access, send, receive or solicit sexually-oriented messages or images. Downloading or disseminating of copyrighted material that is available on the Internet is an infringement of copyright law. Permission to copy the material must be obtained from the publisher.

Employees found to be utilizing the internet or electronic mail for inappropriate or illegal uses will be terminated immediately and will not be eligible for payout of annual leave. Further, if any suspected illegal usage of the internet or electronic mail is found, authorities will be contacted without exception.

III. L. Employer Property:

Desk computers and computer disks, filing cabinets, electronic mail, and other items utilized in the course of business are property of NASDCTEc and NCTEF. Such property shall be utilized for business purpose only and may be searched by NASDCTEc and NCTEF as necessary. The Executive Director shall keep all passwords in a confidential file.

III. M Employer Intellectual Property:

NASDCTEc and NCTEF invest significant resources in the products, materials and services it provides to its membership and other consumers. All rights, title, and interest, including copyright, in and to all work of any kind created or produced (e.g. workshop, presentation, service, technical assistance, article, product, research paper, etc.) by and as a NASDCTEc and NCTEF employee, temporary employee, or intern for the purposes of NASDCTEc and NCTEF shall be considered a "work for hire" and NASDCTEc and NCTEF shall own all rights, title, and interest, including copyright, in and to all work of any kind created or produced (e.g. workshop, presentation, service, technical assistance, article, product, research paper, etc.) by and as a NASDCTEc and NCTEF employee, contractor, temporary employee, intern, or volunteer for the purposes of NASDCTEc and NCTEF, whether done on or off premises. No employee is permitted to use these products (in any form) for personal gain either while employed by NASDCTEc and NCTEF or after the employee has left the organization unless expressly given permission to do so by NASDCTEc and/or NCTEF . Each employee agrees to provide any necessary assistance to protect, enforce, or perfect NASDCTEc and NCTEF intellectual property rights. Further, each employee agrees not to register, file, obtain or attempt to register, file, or obtain in his or her own name any patent, copyright, or trademark relating to any work product.

IV. N Internet Postings/Social Media Policy:

Employees who effect postings via the Internet, including but not limited to social networking websites such as Facebook, and which can be viewed by persons outside of NASDCTEc and NCTEF, should adhere to the following guidelines:

1. Be aware of your relationship with NASDCTEc and NCTEF in online social networks. Ensure your profile and related content will not cause embarrassment or bring disrepute upon NASDCTEc and NCTEF, or subject NASDCTEc and NCTEF to scorn, by virtue of its employment relationship with you.

2. Do not disparage or criticize: (1) the quality or content of products, services, and other offerings of NASDCTEc and NCTEF; (2) policy or legislative positions of NASDCTEc and NCTEF; (3) suppliers, advertisers, and vendors of NASDCTEc and NCTEF; or (4) the field of career technical education.
3. If you discuss matters related to career technical education or other matters within the scope of interest or activity of NASDCTEc and NCTEF, be clear that you are speaking for yourself and not on behalf of NASDCTEc and NCTEF.
4. Do not post or disclose confidential or other proprietary information of NASDCTEc and NCTEF. Ask permission to publish or post materials owned by NASDCTEc and NCTEF.
5. Do not cite or reference members, volunteers, supporters, customers, or constituents without their approval.
6. Do not use ethnic slurs, personal insults, obscenity, or engage in any conduct that would not be acceptable in the workplace.
7. Internet postings should not violate any other applicable policy of NASDCTEc and NCTEF.
8. Finally, always keep in mind that what you publish may reflect on NASDCTEc and NCTEF.

Nothing in this policy is designed to interfere with, restrain, or prevent communications by non-supervisory employees regarding terms and conditions of employment.

IV. O Outside Employment and Other External Activities

Employees must obtain approval from the Executive Director or President before accepting outside employment. Approval will be based on possible conflict of interest, any interference with the employee's ability to perform his or her duties for NASDCTEc and NCTEF, and interference with regular working hours. Activity related to outside employment may not take place during the employee's regular hours nor involve the use of the NASDCTEc and NCTEF's resources.

Any employee who wishes to serve in an advisory capacity for another organization or serve on the board of any organization must first obtain approval from the Executive Director or President . Approval will be granted based on possible conflict of interest and interference with the employee's ability to perform his or her duties for NASDCTEc and NCTEF.

SECTION IV: LEAVES AND HOLIDAYS

IV. A Annual Leave:

Employees begin to accrue leave time from the date of employment. Employees may use annual leave after completion of the six-month probationary period. Leave time will be accrued with each pay period. DPY = days per year

Length of employment:	Annual Leave:
1 - 3 years	3.34 hours per pay period (10 DPY)
3 - 5 years	5 hours per pay period (15 DPY)
5 - 9 years	6 hours per pay period (18 DPY)
9 + years	7 hours per pay period (21 DPY)

Employees may accrue annual leave up to a maximum of thirty days. Any leave above the thirty-day cap will be transferred to the employees sick leave account. Annual leave time will be pro-rated for part-time employees.

Upon departure from NASDCTEc or NCTEF, employees shall receive a lump sum payment for accumulated annual leave-to-date. Calculation of the final annual leave balance (how much time is available and at what compensation level) will be based on the last day worked.

An employee hired on or before the fifteenth of the month accrues annual leave for that month. An employee hired after the fifteen of the month begins accruing annual leave the following month. Employees who resign or are terminated on or before the fifteenth the month do not accrue annual leave for that month.

Employees must request annual leave, in writing, at least two weeks before the employee intends to use the leave. The employee's direct supervisor must approve the annual leave request. If leave is requested less than two weeks from the date the employee wishes to use the leave, the leave may be disallowed or approved as leave without pay. In general, annual leave will not be authorized the two weeks prior to an annual conference or meeting (e.g. spring meeting, fall meeting, etc.).

Use of annual leave must be approved in advance by employee's direct supervisor or the Executive Director. If an employee has given notice of leaving NASDCTEc/NCTEF's employment, the employee is not allowed to use annual leave during the last two weeks of employment with the organization.

IV. B Sick Leave:

NASDCTEc and NCTEF offer 12 paid sick leave days per year, one per month, to permanent staff. This leave can be accrued to a maximum of 90 days. Sick leave will be pro-rated for part-time employees. For absences of more than five consecutive days, the Executive Director may request a doctor's statement. Sick leave is not compensable upon departure or termination.

If an employee is sick, the employee must notify his/her immediate supervisor prior to his/her regularly scheduled start time of the day the employee will be absent. If the employee does not provide such notification, the leave will be deducted as annual leave rather than sick leave.

If the employee is using sick leave for a doctor's appointment, the leave request must be made in writing at least two weeks before the date of the appointment. The leave request must be approved by the employee's supervisor.

All sick leave must be submitted in writing to the employee's direct supervisor.

IV. C Additional Leave:

NASDCTEc and NCTEF permanent employees who have successfully completed the probationary period leave will have off between the Christmas and New Year holiday. This leave will not be deducted from an employee's annual leave balance. This leave cannot be transferred or accrued. The dates for this leave will be set by the Executive Director annually and are not compensable upon departure or termination.

IV. D Bereavement Leave:

Bereavement leave may be granted for the death of a close family member, such as a spouse, child, mother, father, sister, brother, parent-in-law, grandparents or other individuals as approved by the Executive Director or President. Generally, three days is approved for bereavement leave, however the Executive Director or President may extend or limit this leave as appropriate.

IV. E Inclement Weather Absence or Early Dismissal:

When the federal government's "liberal leave" policy is in effect, employees should follow that schedule. If an employee is unable to make it in, he/she must notify the Executive Director. In this case, annual leave will be charged for scheduled work missed. When the federal government closes due to inclement weather, NASDCTEc and NCTEF offices will also be closed. If the office is closed, time is recorded as administrative leave.

The Executive Director determines when an early dismissal is appropriate, generally following the lead of the federal government. Administrative leave is charged for time off due to early dismissal. Unless the office is officially closed, employees are expected to avoid leaving early, unless they have hazardous traveling conditions or special family needs, such as schools closing. In this case, annual leave will be charged for work missed.

IV. F Court Leave:

Employees are encouraged to fulfill their civic responsibilities, including participation in jury duty. Time off for jury duty will be granted to all employees upon presentation of the summons. Exempt employees who are on jury duty for less than one workweek will be paid the difference between their regular pay and jury duty pay for that workweek. For circumstances, where jury duty calls for a commitment beyond one workweek, compensation will be negotiated with the Executive Director and or President. NASDCTEc and NCTEF reserve the right to request employees to seek permission from the courts to have their jury duty rescheduled, under appropriate circumstances.

IV. G Holidays:

NASDCTEc and NCTEF observe all ten federal holidays: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day. Presidential Inauguration Day is also observed. In addition, NASDCTEc and NCTEF offices are closed the Friday after Thanksgiving.

Exempt employees who work on a holiday will be entitled to another day off, to be approved and scheduled in advance. Part-time employees who work on a holiday will be entitled to overtime compensation.

Holidays that fall on Saturday will normally be observed on the preceding Friday. Holidays that fall on Sunday will normally be observed on the following Monday.

IV. H Leave Without Pay:

While neither NASDCTEc nor NCTEF are subject to the Federal Family and Medical Leave Act, unpaid leave may be granted, on a case-by-case basis for (1) the birth of a child of the employee; (2) the adoption of a child by the employee; (3) the care of a family member of the employee who has a serious health condition; or (4) a serious health condition of the employee that renders the employee unable to perform the functions of the employee's position.

Employees who have been employed by NASDCTEc and NCTEF for 12 months are eligible for up to twelve weeks leave without pay for requests that meet the criteria above. If such leave is granted, NASDCTEc and NCTEF may also agree to pay for the health insurance coverage as described in V.B. during the leave period, on the condition that the employee returns to full time employment with NASDCTEc and NCTEF after the twelve-week period. If the employee does not return or voluntarily departs NASDCTEc/NCTEF within six months of returning following the leave without pay period, the employee will be responsible for reimbursing NASDCTEc/NCTEF for these health care costs. These costs will be deducted from the final paycheck. No other benefits are available to the employee during the twelve-week leave without pay period.

SECTION V: EMPLOYMENT BENEFITS

V. A Group Life Insurance:

NASDCTEc and NCTEF provide term life insurance coverage through Forest T. Jones, Inc. in an amount equal to one and one half times the employee's salary. Life insurance is offered in $20,000 increments. Coverage will be at the closest increment to one and one half times the employee's salary. Employees are eligible for this benefit upon the completion of the six-month probationary period and begin the first full pay period after the probationary period expires. **If the employee is deemed ineligible for life insurance by the life insurance company, NASDCTEc/NCTEF is unable to offer this benefit to the employee.**

V. B Health Insurance:

NASDCTEc and NCTEF provide health care coverage for all employees through the association's health insurance plan. Employees may elect to have family coverage, at the employee's own expense. Employees are eligible for health insurance coverage on the first day of the month following 30 days

continuous eligible employment. Upon termination of employment the coverage will end on the last day of the month in which employment terminates.

V. C Retirement Program:

Employees are eligible for to participate in the NASDCTEc and NCTEF 401(k) retirement plan on the first day of the first full month after an employee has been employed by NASDCTEc and NCTEF for 12 months. NASDCTEc and NCTEF will contribute nine percent of the employee's gross current salary to the retirement plan.

V. D Part-time employees:

Regular part-time employees who work at least 20 hours per week may be eligible for employee benefits. Part-time employees are not eligible for participation in the health insurance plan, life insurance benefits, or paid holiday leave. Per plan documents, part-time employees are eligible for participation in the 401(k) after meeting eligbility criteria.

V.E. Transportation Reimbursement

With appropriate documentation, employees are eligible to receive up to one hundred and fifty five dollars per month to offset the employee's commuting expenses. Employees will receive these benefits via an electronic transfer to the employee's SmartTrip card or direct payment to the landlord for parking. The employee is responsible for purchasing his/her SmartTrip card. Staff can request that some or all of this benefit be in the form of a reimbursement of other commuting expenses (e.g. MARC, VRE, parking, bus tokens, etc.) pending approval of the appropriate documentation (e.g. receipts). Employees are eligible for this benefit upon the completion of the six-month probationary period.

V.F. Disability Coverage

Staff will be given the opportunity to purchase disability coverage through a third party vendor. This benefit is at the employee's expense and is available only upon completion of the probationary period.

SECTION VI: EMPLOYEE EVALUATIONS

VI. A Performance Evaluation:

NASDCTEc and NCTEF believe that performance evaluation is a continuous process of feedback and two-way communication between employees and the Executive Director or President. Each employee is entitled to a timely, semi-annual formal assessment of his or her performance and abilities. This ensures that employees have a clear definition of the role they play in achieving the objectives of the organization, as well as an understanding of the criteria that will be used in their formal performance evaluation.

Explicit and objective evaluations are encouraged. Evaluations will be conducted openly and constructively, while avoiding using subjective criteria for measuring performance. An employee is evaluated against the responsibilities of the position.

The performance evaluation process:

- Is an opportunity for the employee and the Executive Director or President to discuss the responsibilities of the position and exchange ideas on the position's potential development;
- Clarify expectations of both the Executive Director or President and the employee;
- Identify the employee's areas of strength and areas of needed development;
- Identify training needs; and
- Provide a basis for setting merit salary increase and determining promotions.

Employees are rated using the following categories:

Outstanding Performance: Job performance is exceptional and consistently exceeds the requirements and expectations of the position in all areas. The employee has made extraordinary contributions to NASDCTEc and NCTEF and has shown a high degree of initiative, resourcefulness, and good judgment. This is a level 5 on the performance evaluation scale.

Commendable Performance: Job performance clearly exceeds the requirements and expectations of the position in most areas. The employee provides high quality work and possesses exceptional knowledge about his or her responsibilities. This is a level 4 on the performance evaluation scale.

Satisfactory Performance: Job performance fully meets the requirements and expectations in all area of the position. Areas for improvement are noted. This is a level 3 on the performance evaluation scale.

Marginal Performance: Job performance meets minimal requirements. Major areas for improvement are noted. The employee may be placed on a performance improvement program, normally for thirty days. If improvement to a fully satisfactory performance is not noted within this period, the employee may be terminated. This is a level 2 on the performance evaluation scale.

Unsatisfactory Performance: Job performance is below an acceptable level. The employee may be placed on a performance program, normally for 30 days. If improvement to a fully satisfactory performance is not noted within this period, the employee will be terminated. This is a level 1 on the performance evaluation scale.

The discharge of an employee for unsatisfactory performance generally may be preceded by verbal and written warnings and suspension. However, at management discretion, employees may be separated from NASDCTEc or NCTEF without prior warning. Nothing in this policy provides any contractual rights regarding employee discipline or counseling, and this policy in no way shall be read as modifying the at-will employment relationship between NASDCTEc and NCTEF and its employees.

VI. B Performance Evaluation Procedures:

At the end of the first 90 days of employment, employees will receive an evaluation. A second review will be conducted at the end of the first six months of employment. Written performance evaluations are given to all employees at the end of their initial three months of employment, on their first anniversary date and annually thereafter. After the first anniversary date, verbal performance check ins are given at each six-month point.

Completed performance reviews must be signed by employee's director supervisor, the Executive Director and the employee.

SECTION VII: TERMINATION

Employees can be terminated voluntarily or involuntarily. Every effort is made to effect a smooth transition from the organization, ensuring that employees are granted all rights and benefits to which they are entitled.

VII. A Voluntary Termination:

NASDCTEc and NCTEF would appreciate employees providing the Executive Director or President of the association with at least 30 days written notice before leaving NASDCTEc or NCTEF.

VII. B Involuntary Termination:

It is not possible to list all forms of behavior that would warrant dismissal and are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- Theft or inappropriate removal of possession of NASDCTEc or NCTEF property;
- Falsification of time keeping records or expense reports;
- Working under the influence of alcohol or illegal drugs;
- Possession, distribution, sale, transfer, or use of illegal drugs in the workplace, while on duty or while operating employer-owned equipment;

- Fighting or threatening violence in the workplace;
- Insubordination or other disrespectful conduct;
- Sexual harassment;
- Lack of work, funds or elimination of position;
- Unsatisfactory performance or conduct; inability to perform the essential functions of the job.

Employment with NASDCTEc or NCTEF is at the mutual consent of NASDCTEc or NCTEF and the employee and either party may terminate that relationship at any time, with or without cause, and with or without advance notice.

The Executive Director will approve all terminations and suspensions.

VII. C Accrued Pay and Leave:

Terminated employees are entitled to a final paycheck on their last day of employment, provided all keys, passwords, association/foundation property and equipment are returned. The final check will include all earnings through the last day of employment and payment for up to thirty days of accrued vacation at the employee's regular rate of pay, less any outstanding expenses or overdrawn sick leave or other uncleared financial obligations.

VII. D Unemployment Compensation:

NASDCTEc and NCTEF contribute to the Maryland's unemployment compensation program, which provides weekly salary payments to unemployed persons. NASDCTEc and NCTEF's contributions are established by the Maryland government. Eligibility for unemployment compensation is determined by the unemployment compensation agency in the state in which the unemployment person files, not NASDCTEc or NCTEF, NASDCTEc and NCTEF will verify the reason for termination, which is stated on the employee's application for unemployment compensation.

EMPLOYEE ACKNOWLEDGEMENT FORM

I have received and read this revision of the NASDCTEc and NCTEF PERSONNEL POLICIES and I understand that it is my responsibility to follow the policies contained in it, as well as any revisions made to it. I understand that the handbook is a statement of policies and is not an express or implied contract of employment or a legal document.

I further understand that I am employed at-will, that both NASDCTEc and NCTEF and I are free to terminate the employment relationship at our discretion, and that no supervisor or other employee, other than the Executive Director, has the authority to alter this relationship.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that further revisions to the NASDCTEc and NCTEF PERSONNEL POLICIES may occur.

Acknowledged and Accepted by:

Signature: _____

Print Name: _____ Date:_____

Attachment A

APPROVED WHISTLEBLOWER POLICY

Should any person have knowledge of any illegal or unethical conduct in connection with the finances or other aspect of NASDCTEc or NCTEF operations, that person should inform the Executive Director. If the alleged wrongdoing concerns the Executive Director, then the NASDCTEc President or other Executive Committee member of the NASDCTEc or NCTEF should be notified instead.

Should the Executive Director, President, or other Officer or Director of NASDCTEc or NCTEF receive information regarding alleged illegal or unethical conduct in connection with the finances or other aspect of NASDCTEc or NCTEF operations, that person shall inform the Executive Committee.

The Executive Committee shall investigate all credible allegations. At all times respecting the privacy and reputation of individuals involved to the extent possible, the Executive Committee shall inform the Board of Directors if any material allegation is confirmed, or if the Committee otherwise believes that the Board of Directors should be made aware of the situation. Should any member of the Executive Committee be the subject of an allegation of wrongdoing, that member shall recuse themselves from any investigation, deliberation, and decision-making.

There will be no punishment or other retaliation for the good faith reporting of conduct pursuant to this policy. If the person providing the information requests anonymity, this request will be respected to the extent that doing so does not impede any investigation or resolution.

Employee's name: _____

Employee's signature: _____

Supervisor's name: _____

Supervisor's signature_____

Date: _____

NASDCTEc/NCTEF
EMPLOYEE CONFLICT OF INTEREST POLICY

PURPOSE: This Conflict of Interest Policy has been adopted to protect the integrity of purchasing and other decisions and actions of NASDCTEc and NCTEF.

DISCLOSURE: An employee shall disclose to the Executive Director any business or personal relationship of the Employee with any vendor or other firm, organization, or individual with which NASDCTEc or NCTEF do business or are actively considering doing business.

IMPROPER INFLUENCE: An employee shall not attempt to influence any decision of NASDCTEc or NCTEF to do business with any vendor or other firm, organization, or individual with which the Employee has a business or personal relationship.

GIFTS AND GRATUITIES: No employee shall accept gifts, services, transportation, meals, lodging, entertainment, or similar items or benefits from a vendor or other firm, organization, or individual with which NASDCTEc or NCTEF has, or is actively considering, a contractual or other business relationship, with a value totaling more than $250 annually. This prohibition shall not apply to complimentary lodging, meals, or transportation provided by hotels, convention centers, or convention and visitors bureaus in connection with meetings or events of NASDCTEc or NCTEF, including site visits.

FEES FOR ADVISORY SERVICES: No employee shall accept any fee or other consideration for advising or consulting services provided to any person who has an interest in an issue, matter, or transaction related to the interests of NASDCTEc or NCTEF.

Employee's name: _____

Employee's signature: _____

Supervisor's name: _____

Supervisor's signature_____

Date: _____