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# EMPLOYEE HANDBOOK

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# WELCOME

Welcome! Now that you have joined the professional staff at the Tuberous Sclerosis Alliance (“TS Alliance” or the “Organization”), this Employee Handbook is provided so that you will know more about our organization, your role in it and our expectations of you.

The TS Alliance is the only national voluntary not-for-profit organization dedicated to finding a cure for tuberous sclerosis complex (TSC) while improving the lives of those affected.

The TS Alliance is committed to stimulating and supporting basic, translational and clinical research on the various manifestations of tuberous sclerosis complex (TSC) to further the development of clinical therapies, and ultimately find a cure for TSC. We develop programs and services that provide individuals and families with TSC direct access to information, resources, and specialists experienced in the diagnosis, treatment and management of TSC. The TS Alliance is involved in the development of public and professional educational programs aimed at increasing awareness of TSC and prompting early diagnosis and effective treatment. And, we promote patient legislation beneficial to affected individuals; and conduct international symposia on tuberous sclerosis complex.

Additional services include:

* Website with free information, including TS Alliance publications, fact sheets, medical opinions, etc.
* Online discussion groups and social media presence
* Physician referral
* Peer to Peer support program
* Access to an advocate with vast experience in working with school systems
* Community Alliances - more than 30 "chapters" across the United States that provide localized support and fundraising
* Research grants that focus on post-docs, drug screening and clinical studies
* TSC Natural History Database and Biosample Repository
* Preclinical Consortium
* Clinical Research Network
* Outreach and awareness campaigns
* Government advocacy
* Regional and national constituent and scientific conferences

We believe in building a professional team and a thriving work environment. In striving for excellence, our staff operates under a set of core values:

* *Build Value-Based Relationships:* Generating alliances internally and externally by continuously identifying and acting on those things that will create success for the organization and its constituents, researchers, health care professionals and communities.
* *Contribute to Team Success:* Actively participating as a committed member of a team and working with other team members to help complete goals and deliverables.
* *Customer Focus*: Making customers (external and internal) and their needs a primary focus of one's actions; developing and sustaining productive relationships; creating and executing plans and solutions in collaboration with team members internally and externally.
* *Provide Feedback:* Objectively observing, analyzing, and sharing perception of other people's performance to help reinforce or redirect behavior to improve performance and results and providing feedback that is timely, specific, behavioral, balanced, and constructive.
* *Work Standards:* Setting high standards of performance for self; assuming responsibility and accountability for successfully completing assignments or tasks; self-imposing standards of excellence rather than having standards imposed.
* *Consult:* Providing timely, specific information, guidance, and recommendations to help volunteers, Community Alliances, and fellow staff members make informed committed decisions that will lead to sustainable impact.
* *Establish Collaborative Working Relationships:* Developing and using collaborative relationships to accomplish work objectives; developing relationships with other individuals by listening, sharing ideas, and appreciating others' efforts.

We hope this handbook is helpful as you begin what we hope will be a long and happy association with the Tuberous Sclerosis Alliance. We are pleased you have joined our team and look forward to seeing your talented contributions build on our success and, of course, yours.

K Rosbeck Signature

Kari Luther Rosbeck

President and CEO

# YOUR EMPLOYER

## Organizational Information

The TS Alliance is governed by a Board of Directors. The Staff consists of a President and CEO, CFO, CSO, Vice Presidents, Directors, Managers and other support staff in the major functional areas.

## Organization

The TS Alliance, incorporated in 1975 as a California non-profit corporation, is dedicated to research, education and support. The primary goals of the TS Alliance are to:

* Encourage and support medical research into causes of tuberous sclerosis; to strive for the early and accurate diagnosis of the disease; and to pursue effective treatments of its physical, intellectual and emotional manifestations.
* Provide non-monetary assistance, information and understanding for and among people with tuberous sclerosis complex, their families and other concerned individuals and groups.
* Support the legal, economic and social rights of people with tuberous sclerosis, and their families.
* Promote public awareness regarding the nature of the disease and its effect on those afflicted, their families and society in general.

The TS Alliance relies on you, its employees, to help it achieve these objectives. As a charitable organization, the TS Alliance's sole source of funding comes from contributions, donations and public and private grants. Because we are charged with the responsibility of managing our donors' funds, all employees have an additional responsibility to provide financial stewardship of all TS Alliance funds in order to ensure all funds are used in the most effective way possible to carry out our charitable mission.

## Employment-At-Will

The TS Alliance is an Employment-At-Will organization. This means the relationship between employees and the TS Alliance may be unilaterally terminated by either party at any time, with or without cause or notice. No director, manager or supervisor is authorized at any time to enter into any agreement of employment for a specific period, or to make any agreement contrary to the foregoing statement.

## About This Handbook

This Handbook is provided as a guide you may use to familiarize yourself with TS Alliance. The Handbook is not, nor should it be considered to be, an agreement, bargain or contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation. This Handbook states only general Organization guidelines. As noted above, the Organization’s policy is that employment is “at will.” You are free to leave the Organization at any time, with or without a reason and with or without notice. The Organization also has the right to end your employment at any time, with or without a reason and with or without notice. Although the Organization may choose to end your employment for a cause, cause is not required. Further, the Organization has the right to manage its work force and direct its employees. This includes the right to hire, transfer, promote, demote, reclassify, lay off, terminate, or change any term or condition of employment at any time, with or without a reason and with or without notice unless otherwise required by law. The Organization may, at any time, in its sole discretion, modify or vary anything stated in this Handbook—except as required by law, and except for the rights of the parties to terminate employment at will, which may only be modified, on an individual or collective basis, by an express written agreement signed by the CEO of the Organization.

This Handbook supersedes all prior handbooks, manuals, policies, and procedures issued by TS Alliance. Any violation of the policies and/or procedures set forth in this Handbook may result in disciplinary action, up to and including termination. Those in a management/supervisory capacity are not authorized to make commitments or exceptions for the TS Alliance that do not conform to the guidelines presented in this Handbook. Only the CEO may exercise this authority.

Please note that there is an Acknowledgment Form in the back of this handbook. You should read and sign this form and return it to your supervisor to acknowledge receipt of this Handbook.

## Employee Benefits

The information outlined in this section serves as a summary guide to highlight the TS Alliance's fringe benefit and leave provisions. Detailed booklets, summary plan descriptions and administrative guidelines are available, which explain these benefits in detail. If you need additional information or further explanation of any of these plans or benefits, please refer your questions to the CFO.

Every effort has been made to ensure the accuracy of the information in this Handbook regarding the TS Alliance's benefits and leave policies. It is important that you do not consider any of the material in this Handbook to be a contract(s) between you and the insurance company (ies), you and the TS Alliance, or you and any other party (ies).

If there is any information discrepancy between this Handbook and a specific Plan document, the relevant Plan document prevails.

## Employment Status

In many instances, your benefits (and compensation) directly relate to your employment status. Following are explanations of our various employment categories:

Full-time regular employees work a regular schedule of 40 hours or more per week or 2,080 hours per year and are eligible for the entire benefit package offered by the TS Alliance.

Part-time regular employees work a regular schedule of less than 40 hours per week . Part-time employees are not eligible to receive the entire package of benefits offered by the TS Alliance, but only specific benefits, as noted below. The benefits provided to part-time employees vary depending on the number of hours worked, as more fully described below.

Temporary employees are hired for limited periods (usually from three to six months) to work on special projects and/or fill-in for employees on vacation or extended leave. Temporary employees whether full or part-time are not eligible for benefits with the exception of the 401(k) retirement plan, except as required by law.

**Exempt/Non-Exempt:** In accordance with Federal law, positions are categorized as Exempt and Non-exempt. Employees in exempt positions are salaried and are not eligible for overtime pay. Employees classified as exempt receive a salary which is intended to cover all hours worked. On the other hand, non-exempt employees must be paid at the rate of time and a half for all hours worked in excess of 40 hours during each workweek. On a weekend, travel to a destination generally does not count as hours worked, unless it occurs during the normal work hours. Travel on a weekend that cuts across normal work hours (e.g., 9 am–5 pm) is work time. So if an employee works 9 am-5 pm and is required to get on a plane on Sunday night, this travel is not work.  “Voluntary” activities at the destination do not count as hours worked.  Going out to an event on your own, like dinner, shopping, or other meal times where the employee can determine whether to engage in the activity, are generally not counted as work hours.   However, “Team” building activities, dinners, meetings, set up activities where the attendance or work of the employee (not voluntary) are required are counted as hours worked.

For overtime pay purposes, the workweek begins on Saturday at 12:00 am and ends on Friday at 11:59 pm.

**GOVERNMENT MANDATED BENEFITS**

**Worker's Compensation**

The TS Alliance carries Worker's Compensation coverage for all TS Alliance employees in compliance with applicable state law. This insurance is designed to provide compensation and insurance benefits to cover medical expenses and a portion of lost wages due to job-related accident or injury occurring while you are on the job with the TS Alliance. Wage losses begin after the third day of absence. Paid time off (PTO) may be used if eligible.

In the event of an injury or illness that you consider work connected, you MUST report your condition IMMEDIATELY to your supervisor and the CFO. Delay in reporting may result in loss of your benefit.

Coverage begins the day you start work and ends when you cease work.

**Participation:** All full-time, all part-time and temporary employees.

## Social Security/Medicare

The TS Alliance matches by 100% your federally mandated deductions for Social Security and Medicare benefits. Social Security is designed to replace part of the income you and your family lose when you retire, become severely disabled, or die. Medicare is designed to cover hospital expenses (and some related care) when you retire.

For specific details on benefits and eligibility, contact the Social Security Administration at 1-800-772-1213 or at www.socialsecurity.gov.

**Participation:** All full-time, part-time and temporary employees.

## Unemployment Insurance

The TS Alliance contributes to applicable state and federal unemployment insurance funds. Unemployment insurance is intended for persons who are unemployed through no fault of their own and who are ready, willing and able to work as described under the applicable state and federal employment laws.

For specific details on benefits and eligibility, contact your local unemployment office.

**Participation:** All full-time, part-time and temporary employees.

**INSURANCE COVERAGE**

## Health and Dental Insurance

The TS Alliance makes available health insurance through a recognized insurance company. Individual and family plans provide hospital, physician and dental coverage in accordance with the health and dental insurance booklets and policies. The TS Alliance currently pays 100 percent of the medical and dental premium for individual coverage of the employee. The employee is responsible for 50% of any additional family or spouse premium. The TS Alliance requires that you elect individual health insurance unless you certify that you are covered by another health plan (e.g., through your spouse).

Coverage begins on the first of the month following 30 days of employment. Coverage ceases at the end of the month following your last day of work.

**Eligibility**: All regular employees who are scheduled to work at least 30 hours per week. Temporary employees are not eligible. Dependents are eligible until age 26 without being full time students.

## Life Insurance

The TS Alliance makes available life insurance through a recognized insurance company. Benefits are equal to double your annual salary (rounded to the nearest hundred) with a maximum benefit of $100,000 in accordance with the plan booklet and policy. Death benefits are paid to your designated beneficiary (ies). Additionally, accidental death and dismemberment insurance is provided in the amount determined each year by the TS Alliance. The TS Alliance currently pays 100% of the premium.

Coverage begins on the first of the month following 30 days of employment. Coverage ceases on your last day of work.

**Eligibility**: All employees who are scheduled to work at least 30 hours per week. Temporary employees are not eligible.

## Short-Term Disability Insurance

The TS Alliance makes available short-term disability insurance through an outside insurance company. Should you become disabled and unable to perform your job for thirty (30) days, disability insurance provides a benefit equal to 60 percent of your base salary per week up to a maximum benefit of $1,385/week. This benefit extends to 90 days. For details on eligibility and disability periods see the plan booklet or insurance policy. The TS Alliance currently pays 100 percent of the premium.

Coverage begins on the first of the month following 30 days of employment. Coverage ceases on your last day of work.

**Eligibility:** All employees who are scheduled to work at least 30 hours per week. Temporary employees are not eligible.

## Long-Term Disability Insurance

The TS Alliance makes available long-term disability insurance through a recognized insurance company. Should you become disabled and unable to perform your job for ninety (90) days, disability insurance provides a benefit equal to 60 percent of your base salary up to a maximum benefit of $6,000/month. For details on eligibility and disability periods see the plan booklet or insurance policy. The TS Alliance currently pays 100 percent of the premium.

Coverage begins on the first of the month following 30 days of employment. Coverage ceases on your last day of work.

**Eligibility:** All employees who are scheduled to work at least 30 hours per week. Temporary employees are not eligible.

## Continuing Health Insurance Coverage

TS Alliance is not subject to federal COBRA law because of its size. However, under applicable state law, employees (including spouses and dependent children) may be eligible to continue group medical coverage upon three events: termination of employment other than for cause, death of the employee, or divorce. If continued medical coverage is elected, the full premium plus an administrative charge must be paid by the former employee (or covered family member). Under the law, eligible individuals have 45 days from the date coverage is lost to elect continuation of coverage. Continuation coverage ends after 18 months, or earlier for any of the following reasons:

* For not making payments on time
* If the individual becomes eligible for coverage under another group expense-incurred medical insurance policy or HMO
* If the individual becomes entitled to benefits under Medicare
* If the individual becomes covered under a non-group expense-incurred medical insurance policy or HMO
* If the individual terminates the coverage
* If the employer no longer offers any group health benefit plan

For additional information, including continuation coverage benefits for a spouse, former spouse or dependent children in the event of death or divorce, see the CEO.

**RETIREMENT PLAN: 401(k)**

The TS Alliance offers a safe harbor 401(k) retirement plan for all eligible employees. You become eligible for the 401(k) plan on the first day of the month following three full months of employment. A contribution of 3 percent of your actual wages is paid by the TS Alliance after your first pay period of eligibility. You may also make additional voluntary contributions to the 401(k). The TS Alliance contribution is made regardless of any contribution you make. For more information, see the CFO.

**Example:** If you were employed part-time on June 6, you would become eligible for the 401(k) plan on October 1.

**LEAVE PROGRAMS**

## Holidays

The TS Alliance observes the following days as holidays (and is closed for business):

* New Year’s Day (January 1)\*
* Martin Luther King, Jr. Birthday (3rd Monday in January)
* Presidents' Day (3rd Monday in February)
* Memorial Day (4th Monday in May)
* Independence Day (July 4)\*
* Labor Day (1st Monday in September)
* Thanksgiving Day (4th Thursday in November)
* Thanksgiving Friday (day following Thanksgiving)
* Christmas Day (December 25)\*

*\*Holidays falling on a Saturday will be observed on the Friday before the holiday. Holidays falling on a Sunday will be observed the following Monday.*

Employees are not paid for any holidays that occur when they are on leave-without-pay. Employees will not receive compensation for work performed on a holiday unless prior written approval has been given by the CEO. Employees qualify for holiday pay after their first day of work. Holiday pay does not count as “hours worked” for purposes of calculating overtime pay for non-exempt employees.

**Eligibility:** Full-time employees are eligible for paid holidays. Part-time employees are eligible for holiday pay if the holiday falls on the employee's normal workday. The amount paid is based on the employee’s regular rate and schedule. For example, if the employee is scheduled to work three hours, the holiday pay will be for three hours. Temporary employees are not eligible for holiday pay.

## Paid Time Off (PTO)

All full-time employees may accrue 19 accrued paid days off (PTO) per calendar year. PTO will accrue at the rate of 5.85 hours per biweekly payroll.

* After five years of service, PTO is 25 days per year.
* After ten years of service, PTO is 30 days per year.

Part-time employees will receive a pro-rated PTO benefit based upon their established normal weekly schedule in comparison to a full-time 40-hour per week schedule. Temporary employees are not eligible for PTO.

PTO should be requested in advance and with supervisor approval. If an emergency arises and accumulated PTO is not enough to cover the time off, the unpaid leave may be granted in accordance with TS Alliance’s applicable leave policies. A maximum of 80 hours (10 days) can be carried over to the next calendar year from the previous year. (For California employees only: There is no limit to the number of PTO hours which can be carried over to the next calendar year from the previous year.)

No PTO is accrued by an employee when the employee is absent from work in an unpaid status, including but not limited to on unpaid TA-MFL (described below), USERRA leave, or workers’ compensation.

**Eligibility:** All full-time and part-time employees may use accrued PTO as it accrues. That is, employees *may not* use PTO *before* they accrue it. Temporary employees are not eligible for PTO, except as required by law. Temporary employees employed in Montgomery County, Maryland are eligible to accrue and use one hour of PTO for every 30 hours worked, up to a maximum of 56 hours in a calendar year and to carry over up to 56 hours of PTO to the next year. However, temporary employees will not be paid for accrued, unused PTO at termination

**Payment at Termination**: Accrued, unused PTO will be paid to full-time and part-time (but not to temporary) employees at termination in accordance with the regular pay cycle.

## TS Alliance Medical/Family Leave (“TS-MFL”)

TS Alliance voluntarily provides eligible employees with leave for family and medical reasons, referred to in this policy as “TS-MFL”.

**Eligibility:** All employees with at least one (1) year of continuous service who have worked at least 1,250 hours in 12 month period prior to the first date of leave are eligible for TS MFL.

TS Alliance provides up to 12 weeks of unpaid, job-protected leave to eligible employees for the reasons stated below. Eligible employees may take up to 12 weeks of unpaid leave (or a total of 12 weeks of leave using a combination of PTO and unpaid FMLA) within a rolling 12-month period backward from the date of any TSMFLA usage, for the following reasons:

**1.** **Birth:** TS-MFL can be used for the birth of an employee's child and to care for the child. Leave for the birth of a child must be taken within 12 months of birth.

**2.** **Adoption/Foster Care:** TS-MFL can be used when a child is placed with an employee through adoption or foster care.

**3.** **Family:** TS-MFL can be used to care for an employee’s spouse, child, domestic partner or parent with a serious health condition.

**4.** **Employee:** TS-MFL can be used by an employee who is unable to perform the functions of his/her position because of a medical condition.

A medical condition for purposes of this policy means a physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. Brief health conditions (e.g., absence of fewer than three (3) days) and lack of treatment by a health-care provider DO NOT QUALIFY for TS-MFL but MAY qualify for use of PTO.

**Substitution of Available PTO for Unpaid Leave**: An employee taking TS-MFL under this policy must first use any accrued PTO until it is exhausted. Any remaining TS-MFL will be unpaid. Any TS-MFL leave, whether paid, unpaid, or a combination thereof, will be counted toward the 12-week entitlement.

Upon written request, TS Alliance will allow employees to use accrued PTO to supplement any paid STD or Workers’ Compensation benefits. Receipt of disability benefits or Workers’ Compensation benefits does not extend the maximum amount of leave time to which an employee is eligible under the TA-MFL.

TS-MFL leave may be taken consecutively, intermittently (a day at a time) or by reduction in the normal hours worked per day or week.

Employees must request TS-MFL in writing at least 30 days in advance (when the leave is foreseeable) and may be required to include a medical certification form validating the medical condition.

During TS-MFL periods, employees will be maintained on his or her group health and dental - insurance plan. Employees must arrange to provide regular co-payments for family or spouse coverage. If health insurance coverage is terminated for failure to make a co-payment, or at the employee's request, coverage may be reinstated upon the employee's return to work.

Employees will not accrue PTO during unpaid TS-MFL. The employee should consult with the CFO regarding the specifics for other benefits.

When returning to work after a TS-MFL, you should contact your supervisor at least two (2) weeks prior to the anticipated return-to-work date or if your anticipated return to work date should change. You will be required to submit a return to work medical certification indicating whether you may return to work with or without accommodation. You will be returned to the same or equivalent position, pay and benefits, unless business conditions necessitate otherwise. An employee who fails to return at the expiration of TS-MFL without notifying TS Alliance of his or her need for an extension of leave, depending upon the circumstances, may be considered to have voluntarily resigned.

TS Alliance will consider any leave extension request beyond 12 weeks of TS-MFL leave for an employee’s own medical condition in accordance with applicable law. Also, for employees who are not yet eligible for TS-MFL leave, TS Alliance will also consider any request for leave for an employee’s own medical condition in accordance with applicable law. Please refer to our Reasonable Accommodation policy in this Handbook for additional information.

**USERRA - Military Leave**

TS Alliance grants military leave in accordance with applicable law, including the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and applicable state law. Upon presentation of orders, employees will also be eligible to receive differential pay for up to two weeks of military duty per calendar year. Employees must present a Leave and Earnings Statement (LES) for the differential pay to be calculated.

Additionally, in compliance with Maryland law TS Alliance will provide eligible employees with one day of unpaid leave on the day that an immediate family member is leaving for or returning from active military duty outside the United States as a member of the armed forces. An “eligible” employee is one who has worked for TS Alliance for the last 12 months and has worked at least 1,250 hours during that time. An “immediate family member” means the employee’s spouse (including same-sex spouse), parent, stepparent, child, stepchild or sibling.  Employees may, but are not required to, use paid leave during this one-day leave of absence.

## Personal Leave Without Pay

Personal Leave Without Pay (LWOP) may be granted in the sole discretion of TS Alliance and in accordance with applicable law. Examples of the reasons for LWOP include, but are not limited to:

* Short-term educational undertakings.
* Personal and family matters that do not qualify for TS-MFL ; and

● Extension to leave under the TS-MFL beyond the maximum limits allowed by TS Alliance policy.

Upon completion of one (1) year of employment, you may be granted a maximum of 90 days of LWOP at the CEO's discretion.

Your return will depend upon whether there is an open position for which you are qualified. It should be understood that taking Leave Without Pay (LWOP) does not guarantee you will be reinstated. PTO does not accrue during LWOP. If your leave lasts for more than 30 calendar days, you will be required to reimburse the TS Alliance for any insurance premiums paid on your behalf. Life insurance and disability insurance coverage and benefits cease after 30 days of LWOP.

If you accept another job or go into business for yourself while on LWOP, you will be considered to have voluntarily resigned as of the first day of LWOP.

Employees on LWOP are responsible for paying the full premium for their insurance benefits. Failure to pay the premium may impact insurance coverage for any claims incurred by you or your covered dependents during LWOP, subject to the terms and conditions of the applicable insurance plan. TS Alliance will provide payment information at the beginning of any LWOP.

**Eligibility:** All full-time and part-time employees are eligible for LWOP. Temporary employees are not eligible for Personal Leave Without Pay.

## Administrative Leave

**Jury and Witness Duty Leave:** Pay for Jury and Witness Duty Leave is available to all employees. Employees will be paid the difference between regular pay and Court pay (if regular pay is greater) for up to ten (10) working days. For a need for leave beyond ten (10) working days, while you are not required to do so, you may choose to substitute accrued, unused PTO for unpaid jury duty or witness duty leave. You are responsible for notifying your supervisor upon receipt of the request to serve. You are also required to provide your supervisor with a copy of the Court document requiring your service.

Witness duty pay is not provided when you are a defendant in a criminal or civil case, or when you are the plaintiff in a civil case. In such cases, you may take PTO or request LWOP.

An employee will not be required, on a day in which the individual is summoned and appears for jury service for four or more hours, including traveling time, to work an employment shift that begins: (1) on or after 5:00 p.m. on the day of the individual’s appearance for jury service; or (2) before 3:00 a.m. on the day following the individual’s appearance for jury service.

**Bereavement Leave:** Bereavement Leave is available to full and part-time employees who have at least 90 days of continuous service with the TS Alliance. In the event an immediate family member dies, full pay for up to three (3) days is provided, upon notification of your supervisor. For other relatives, one (1) day of pay (for the funeral) is provided. For the death of non-relatives, leave without pay or vacation may be requested.

Immediate family is defined as spouse, parents, children, domestic partner, brothers, sisters, grandparents, stepparents, stepchildren, grandchildren, mother or fathers-in-law, brother or sisters-in-law or a legal guardian.

Non-temporary, part-time employees are granted bereavement leave on a prorated basis. No bereavement leave is granted for temporary employees.

## Maternity/Paternity Leave

Non-temporary full and part-time employees working 20 or more hours per week and with three (3) months of continuous employment are eligible for up to twelve (12) weeks of unpaid Maternity/Paternity Leave (or a combination of PTO and unpaid Maternity/Paternity leave totaling 12 weeks)

Maternity/Paternity leave may be taken for the birth of a child, care of an infant, and/or adoption or assignment of a foster child. Maternity/Paternity leave must be requested at least 30 days in advance of the proposed date. Maternity/Paternity leave begins on the day following the last day the employee worked prior to the birth of the child. Eligibility for leave based on the birth or adoption of a child expires at the end of 12 months following the birth or placement. Maternity/Paternity Leave runs concurrently with TS-MFL as applicable. Employees taking Maternity/Paternity leave must use PTO before unpaid leave begins. Maternity/Paternity leave must be taken all at once.

**PERFORMANCE MANAGEMENT AND EVALUATION**

In order for you to succeed at the TS Alliance, you must set goals that are supportive of and consistent with the TS Alliance's annual goals and strategic plan. The degree to which you succeed in this effort is recognized in your compensation. The measure of your success is accomplished using the Evaluation Process.

## New Employees

At the outset of your employment, the TS Alliance's goals and how they integrate with your own will be explained by your Supervisor. You will begin the process of planning your performance to enhance this process. You and your supervisor will review your performance and plan for the first few months of your employment.

## Annual Review

You normally receive a performance evaluation from your supervisor. At that time, you will jointly establish goals for the coming time period. Performance reviews are based on your job responsibilities and achievement of goals, and take into account, among other things, your conduct, demeanor and record of attendance. Additionally, in order to provide you with a comprehensive review, your performance may be evaluated by others within the organization (in addition to your supervisor), including members of our Board of Directors or other employees or officers of the organization. You may also be requested to provide feedback on the performance of others in the organization.

Please know that a positive review does not guarantee an increase in pay, a promotion, or even continued employment. Length of service, no matter how long, does not change an employee's at-will status.

The evaluation may be reviewed (and may be subject to modification) by the supervisor's supervisor. At this time, you may be eligible for a merit and/or cost of living increase, depending on your performance and the TS Alliance’s current financial condition. The following represent the performance ratings typically used by the TS Alliance to rate each employee’s performance against a given goal or standard.

**Exceptional contribution:** the jobholder has, by far, exceeded the agreed goals with consistent and tangible results.

**Very good contribution:** the jobholder has exceeded the agreed goals. Has consistently and substantially done more to meet expectations stated in goals and objectives in addition to accomplishing key annual organizational goals not stated in objectives.

**Good contribution:** the jobholder has achieved the agreed goals. Good solid performer who has been successful in meeting all of the expectations stated in the goals and objectives.

**Partial contribution:** the jobholder partially met the agreed goals and objectives. Did not meet all of the goals set for the year.

**Poor contribution:** the jobholder has not met the agreed goals. Did not meet any of the stated goals set forth for the year.

**COMPENSATION**

The TS Alliance's compensation system is based upon "pay for performance." Our goals are to attract, motivate, reward and retain capable employees by effectively using a merit program that directly links performance to pay.

## Pay Procedures

### Work Week and Work Day

For pay purposes, the workweek is Saturday to Friday. The TS Alliance's hours of operation are 8:30 a.m. to 5:00 p.m., Monday through Friday. All employees are expected to take a half hour, unpaid lunch period.

### Time Sheets

Non-exempt employees are expected to complete their time sheets (noting hours actually worked as well as any PTO or other time used), on a daily basis. Exempt employees record time taken as PTO or other administrative leave. Time sheets must be submitted to your supervisor for review and approval at the end of each pay period (at the close of business on Friday or the following Monday morning). It is very important that time sheets be complete and accurate. In addition, employees are expected to complete a monthly timesheet with a percentage of time allocated by department. These timesheets should be submitted to your supervisor for review and approval at the end of each month. Falsifying time records or completing another employee’s time record is considered fraud and may be grounds for termination.

### Pay Period and Pay Day

Employees are paid every two weeks. Payday is every other Thursday (Wednesday if Thursday is a holiday). You should review your online pay stub promptly to identify and to report all errors to the CFO or the Senior Accountant.

*Direct Deposit*

Rather than receiving a paycheck, you may authorize the TS Alliance to deposit your pay directly in the bank or credit union of your choice. Paystubs are available online through the payroll vendor. The process for accessing paystubs is available from the Senior Accountant.

### Overtime Pay

Non-exempt employees are eligible for overtime pay for actual hours worked in excess of 40 hours per work week (Saturday through Friday). PTO and paid holidays do not count as hours worked for purposes of calculating overtime pay for non-exempt employee. Overtime pay is calculated at time and one-half the employee’s hourly wage. All overtime must be approved by your Supervisor in advance and that approval must be noted on your time sheet. Working overtime without approval may lead to disciplinary action.

### Prohibited “Off the Clock” Work

If you are a non-exempt employee, at no time should you perform work while “off the clock.” All time spent working should be properly recorded. If given a directive to perform work “off the clock,” please promptly notify your supervisor, or if your supervisor has given a directive to work “off the clock” and/or has told you not to properly record all hours worked, notify the CFO or CEO.

### SAFE HARBOR POLICY FOR EXEMPT EMPLOYEES

It is our policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure you are paid properly and no improper deductions are made, you should review your pay stubs promptly to identify and to report all errors.

If you believe a mistake has occurred or if you have any questions, please use the reporting procedure outlined below.

As an exempt salaried employee, you receive a salary which is intended to compensate you for all hours you work for the Organization. This salary will be established at the time of hire or when you become classified as an exempt employee. While it may be subject to review and 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.

Under federal and state law, your salary is subject to certain deductions. For example, absent contrary state law requirements, your salary can be reduced for the following reasons:

* Full-day absences for personal reasons.
* Full-day absences for sickness or disability, if you have exhausted the PTO available to you.
* Full day disciplinary suspensions for infractions of our written policies and procedures.
* To offset amounts received as payment for jury and witness fees or military pay.
* During the first or last week of employment in the event you work less than a full week.
* Any workweek in which you perform no work for the Organization.
* Your salary also may be reduced for certain types of deductions, such as your portion of health, dental or life insurance premiums; state, federal or local taxes, social security; or, voluntary contributions to a 401(k).

In any workweek in which you performed any work, your salary will not be reduced for any of the following reasons:

* Partial-day absences for personal reasons, sickness or disability.
* Your absence on a holiday when the facility is closed, or because the facility is otherwise 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.

If you believe you have been subject to any improper deductions, you should immediately report the matter to your supervisor. If the 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), you should immediately contact the CFO, or any other supervisor in the Organization with whom you feel comfortable. If you are unsure of whom to contact or if you have not received a satisfactory response within five (5 business days after reporting the incident, please immediately contact the CEO.

Every report will be fully investigated and corrective action will be taken where appropriate, up to and including termination for any employee(s) who violates this policy. In addition, the Organization will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the Organization’s investigation of such reports. Retaliation is unacceptable, and any form of retaliation in violation of this policy will result in disciplinary action, up to and including termination.

## Expense Reimbursement

You will be reimbursed for all reasonable business expenses approved in advance by your supervisor or the CEO. To receive reimbursement, you must present an expense report form, which includes: a description of the expense amounts; the purpose or project associated to each expense; and receipts for all expenses. You will not be reimbursed for expenses without proper documentation. You must turn expense reports in within then (7) days of incurring expenses or reimbursement may be denied.

When reimbursable expenses can be estimated, you can request an advance of the estimated amount. You must submit an expense report form within seven (7) days of an advance. You are responsible for repaying any part of the advance not documented as an actual expense. You will be reimbursed for approved amounts exceeding the advance.

TERMINATION OF EMPLOYMENT

It should be understood by all employees that nothing contained in this Handbook creates a contractual right to continued employment. TS Alliance has an at-will employment relationship with its employees and either the employee or TS Alliance may terminate the employment relationship at any time, with or without cause and with or without notice.

If you are considering leaving because something on the job is bothering you, you may want to consider talking it over with your supervisor or the CEO before taking the final step of quitting. We sincerely want to know about such conditions so that we may consider corrections, if they are appropriate and within our control.

## Final Pay

If you do leave us, you will receive your paycheck on the next regular payday on which your pay would normally come due. Accrued, unused PTO is paid to you at the time of your termination. The TS Alliance, due to the size of its staff, is not required by law to comply with COBRA regulations. Depending upon their state of residence, employees may, however, elect to continue health insurance coverage after employment termination if they have resigned voluntarily or if they have been terminated for reasons other than for cause. For details, see the Plan booklet or insurance policy.

## Resignation Notice

Exempt employees are expected to provide four (4) weeks or more written notice to their supervisor prior to resignation.

Non-exempt employees are expected to provide at least two (2) weeks or more written notice to their supervisor prior to resignation.

## Return of TS Alliance Property

Any TS Alliance property issued to you or in your possession, such as computer equipment, keys, parking passes, company credit card, computer equipment, files, materials, documents, or records, must be returned to the organization at the time of your termination. You will be responsible for any lost or damaged items. The value of any property issued and not returned may be deducted from your paycheck in accordance with applicable federal and state law, and you may be required to sign a wage deduction authorization form for this purpose. In addition, you remain bound by the confidentiality requirements set forth in this manual and any confidentiality agreement you may have signed during your employment with the TS Alliance.

EMPLOYMENT POLICIES

## Equal Employment Opportunity and Prohibited Harassment

Our employment policies are intended to produce a staff of personnel who meet high standards of personal character and occupational qualifications, can accomplish work competently and efficiently, have capacity for growth, and are successful contributing members of our organization. All employment decisions are to be made without discriminating on any legally prohibited basis including race, religious creed, color, age, sex, national origin, ancestry, citizenship status, religion, marital status, disability, military service or veteran status, genetic information, or any other classification protected by applicable federal, state, and local laws and ordinances.

In addition, TS Alliance is committed to an employment environment free from harassment based upon race, religious creed, color, age, sex, national origin, ancestry, citizenship status, religion, marital status, disability, military service or veteran status, genetic information, or any other classification protected by applicable federal, state, and local laws and ordinances. In keeping with its commitment, TS Alliance will not tolerate the existence of these forms of prohibited harassment at any level, by management or non-management employees.

Any and all conduct - including words as well as physical acts - that denigrates or shows hostility or aversion toward an individual because of any protected characteristic, or is of a sexual nature and which has the purpose or the effect of either unreasonably interfering with an employee's work performance, creating an intimidating, hostile, or offensive working environment or otherwise adversely affects an individual's employment opportunities, is prohibited. In addition, no employee shall be required to submit to harassing conduct as a term or condition of employment, and the submission to or rejection of any such conduct shall not be used as the basis for employment decisions affecting any employee.

Any employee confronted with a decision or behavior which he or she believes is contrary to the above policy should promptly notify his/her supervisor or the CEO, unless the employee’s allegation concerns the supervisor or CEO, in which case the employee should notify a member of TS Alliance Board of Directors. TS Alliance will investigate the matter and take appropriate action. To the extent practicable, all matters associated with any allegation made and its investigation will be kept confidential. Any employee who violates the above policy will be subject to appropriate discipline up to and including immediate termination, with or without notice, in the sole discretion of the TS Alliance. The TS Alliance cannot help you resolve a harassment problem unless it knows about it. Therefore, we ask you to report any such problems so that, together, we can take any necessary action.

## Sexual Harassment Policy

TS Alliance believes in protecting the common dignity of every employee. It also recognizes the importance of giving each employee, male or female, the opportunity to work in an environment that is free of discrimination in any form, including but not limited to sexual harassment.

TS Alliance strictly prohibits and will not tolerate its managers, supervisors or employees sexually harassing any other employee or any other individual while on TS Alliance's premises or while working for TS Alliance. Sexual harassment is defined as (a) making unwelcome sexual advances; (b) requesting sexual favors; (c) engaging in verbal or physical conduct of a sexual nature; or (d) engaging in unwelcome verbal or physical conduct which is gender-based but may not necessarily be sexually provocative, any of which is used as the basis for employment decisions or which creates an intimidating, hostile or offensive working environment.

Verbal or physical conduct of a sexual nature which may be viewed by some employees as good-natured fun may be viewed by other employees as extremely distasteful and offensive and will not be tolerated.

Should you feel that you are being subjected to sexual harassment, you should immediately notify your supervisor or the CEO, or in the alternative, a member of the Board of Directors, so that prompt and effective action can be taken. Allegations of sexual harassment will be thoroughly and expeditiously investigated in as confidential a manner as reasonably practicable. The question of whether a particular action or incident is prohibited behavior requires a determination based on all available facts. Upon completion of a thorough investigation, appropriate action will be taken, including discipline up to and including dismissal of the harassing party, if warranted.

## Prohibition on Retaliation

No employee will be subject to, and the Organization prohibits, any form of discipline or retaliation for reporting perceived violations of the Equal Employment Opportunity and Prohibited Harassment Policy or Sexual Harassment Policy in good faith, pursuing any such claim, or cooperating in any way in the investigation of such claims in good faith. If an employee believes someone has violated this no-retaliation policy, the employee should bring the matter to the immediate attention of his/her supervisor or the CEO, unless the employee’s allegation concerns the supervisor or CEO, in which case the employee should notify a member of TS Alliance Board of Directors. Anyone, regardless of position or title, whom the Organization determines has engaged in conduct that violates this policy against retaliation will be subject to discipline, up to and including termination.

We cannot remedy claimed harassment or retaliation unless you bring these claims to the attention of management. Failure to report claims of harassment and/or retaliation prevents us from taking steps to remedy the problem.

## Reasonable Accommodation of Individuals with Disabilities

TS Alliance recognizes and supports its obligation to endeavor to reasonably accommodate job applicants and employees with known physical or mental disabilities who are able to perform the essential functions of the position, with or without reasonable accommodation. The Organization will endeavor to provide reasonable accommodation to otherwise qualified job applicants and employees with known physical or mental disabilities, unless doing so would impose an undue hardship on the Organization or pose a direct threat of substantial harm to the employee or others. An applicant or employee who believes he or she needs a reasonable accommodation of a disability should discuss the need for possible accommodation with the CFP.

In compliance with Maryland law, if a pregnant employee requests an accommodation for a disability caused or contributed to by the pregnancy, the Organization will explore reasonable accommodations, including leave, with the pregnant employee, and it will endeavor to provide a reasonable accommodation unless doing so would impose an undue hardship on the Organization. Requests for accommodations should be made to the CFO. Such accommodations may include changing the employee’s job duties, changing the employee’s work hours, relocating the employee’s work area, providing mechanical or electrical aids, transferring the employee to a less strenuous or less hazardous position, or providing leave. The Organization prohibits retaliation against any employee with a pregnancy-related disability who seeks a reasonable accommodation under this policy.

## Managerial Functions

All managerial and administrative functions, responsibilities, and prerogatives entrusted to and conferred upon employers inherently and by law are retained and vested exclusively with TS Alliance, including but not limited to the right to exercise our judgment to establish, administer, and change policies, practices, and procedures, to direct and discipline our work force and increase its efficiency, and to take whatever action is necessary in our sole judgment to operate our business.

## Personal Information

It is important that personal data for all employees, such as address, telephone number and tax withholding information, be kept accurate and up-to-date. This is necessary for the administration of compensation and benefit programs as well as for emergency uses. Each employee is required to report any changes to their supervisor as well as administration officials as soon as possible.

## Personnel Records

Important events in your employment history with the TS Alliance will be recorded and kept in your personnel file. Types of information maintained may include your employment application, your resume, performance reviews, change of status records, commendations, counseling and disciplinary actions, and general progress notes .

Employee personnel records are maintained by and kept in the CFO’s office in a locked cabinet. These records are the property of the TS Alliance and may not be removed from the TS Alliance offices. The CEO or the Chairman of the Board may only approve access to personnel records. Where appropriate, certain portions of an employee’s personnel record will be deemed confidential and not approved for access.

## Flextime

Flextime refers to flexible working hours over the normal five-day workweek with the hours varying on a daily basis from 6:00 a.m. to 6:00 p.m. The CEO must approve requests for flextime, and the decision whether to approve flextime is within the sole discretion of the CEO.

## Telecommuting and Telecommuting Schedules

The TS Alliance makes every effort to address the needs and requests of our employees while ensuring the TSC community has continuation of services and TS Alliance goals are met. Telecommuting and telecommuting schedules are available on a case by case basis. Requests should be discussed and approved by your immediate supervisor and finalized with approval by the CEO. Unless otherwise required by applicable law, the decision whether to approve telecommuting is within the sole discretion of the CEO.

## Open Door Policy

Communication is the key to every good relationship, whether it is personal or professional. Because we are committed to creating a happy, healthy, and safe working environment, TS Alliance has an "open door" policy to help you resolve job-related problems or associated personnel matters. This policy encourages you to consult your supervisor to discuss job related issues before they become major problems.

If you have a suggestion, concern or complaint about an issue relating to work at the TS Alliance, you are encouraged to bring it promptly to the attention of your supervisor. We encourage your involvement in problem solving and we welcome new ideas. The CEO is available to intervene in cases that cannot be resolved between you and your supervisor. The Organization does not tolerate discrimination, recrimination or criticisms against any employee because he/she seeks to resolve a job-related issue by using this "open door" policy.

## References

The CEO is authorized to respond to requests for references on current or former employees on behalf of the TS Alliance. No telephone references will be given. Written response to authorized written reference requests will be confined to dates of employment, job title, and rate of pay.

## Outside Employment and Conflict Of Interest

An employee of the TS Alliance is allowed, with the permission of his/her supervisor, to engage in outside employment or consulting, as long as the outside involvement does not interfere or present a conflict of interest with either the employee's duties and responsibilities at the TS Alliance and/or with the TS Alliance's role, mission, objectives etc.

A staff member shall not accept personal remuneration from an outside source for the performance of tasks that fall within the official responsibilities of his or her position at the TS Alliance.

The TS Alliance's facilities, work force and other resources are reserved for official TS Alliance business. Products or services developed by the TS Alliance are considered to be TS Alliance's resources and shall not be used for personal gain.

## Whistleblower Policy

The Tuberous Sclerosis Alliance (TS Alliance) requires directors, officers, employees, agents and volunteers (“TS Alliance Representatives”) to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. All TS Alliance Representatives must practice honesty and integrity in fulfilling their responsibilities, and in complying with all applicable laws and regulations and internal policies and procedures.

### Reporting Responsibility

All TS Alliance Representatives (particularly directors, officers and employees) are encouraged to report violations or suspected violations of applicable laws and regulations and internal policies and procedures (including this policy) (collectively or individually a “TS Alliance concern”), in accordance with this Policy.

TS Alliance Representatives must act in good faith and have reasonable grounds for believing that the TS Alliance concern is legitimate. Any TS Alliance concern that is proved to have been made maliciously, or to have been known to be false when made, is considered a serious disciplinary offense.

### Reporting Procedure

TS Alliance Representatives may submit TS Alliance concerns on a confidential or anonymous basis. Complainants must realize that, many times, it is more difficult to investigate matters that are raised anonymously since it is not possible to ask the complainant for additional information.

Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

Often, the officer or employee who supervises the complaining TS Alliance Representative (who may or may not him/herself be an officer or employee) is in the best position to address the TS Alliance concern being raised, and, for this reason, TS Alliance Representatives are encouraged to raise TS Alliance concerns with their supervisor, at least initially. If, for any reason the TS Alliance Representative is not comfortable doing so (or has done so but has not received reasonable satisfaction), s/he is free to speak with any TS Alliance officer or director whom s/he is comfortable approaching.

After a concern has been raised, TS Alliance Officers and Directors shall investigate its merits and take remedial action if and as appropriate. The results of the investigation should be shared with the TS Alliance Representative who raised the concern, consistent with any applicable privacy rights of other individuals who may be involved in the matter.

### No Retaliation

No TS Alliance Representative who in good faith reports a TS Alliance concern shall suffer harassment, retaliation or (in the case of paid staff) adverse employment consequence. Any TS Alliance Representative who harasses or retaliates against someone who has reported a TS Alliance concern shall be subject to discipline up to and including (in the case of paid staff) termination of employment.

TS Alliance Representatives (especially directors and paid staff of the TS Alliance) are required to promptly report suspected violations of the prior paragraph to the Chairperson of the TS Alliance Audit Committee.

All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

# SOCIAL MEDIA POLICY

At the TS Alliance, we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media. This policy applies to all employees who work for TS Alliance.

### Guidelines

In the rapidly expanding world of electronic communication, *social media* can mean many things. *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 web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with TS Alliance, as well as any other form of electronic communication.

The same principles and guidelines found in TS Alliance policies apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects the TS Alliance community, health care providers, volunteers, people who work on behalf of TS Alliance or TS Alliance’s legitimate business interests may result in disciplinary action up to and including termination.

### Know and Follow the Rules

Carefully read these guidelines, the TS Alliance handbook, the TS Alliance Equal Employment Opportunity and Prohibited Harassment Policy, and Sexual Harassment Policy, and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and/or threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

### Be Professional

Always be professional to fellow employees, the TS Alliance community, health care providers, volunteers, and people who work on behalf of TS Alliance. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or by utilizing our Open Door Policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that defame employees, the TS Alliance community, health care providers, volunteers, or people who work on behalf of TS Alliance, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or Organization policy.

### Be Honest and Accurate

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about TS Alliance, fellow employees, the TS Alliance community, health care providers, volunteers, people working on behalf of TS Alliance or competitors.

### Post Only Appropriate Content

* Maintain the confidentiality of TS Alliance trade secrets and confidential business information as defined in TS Alliance’s Confidentiality Policy in this Handbook. Do not post internal reports, policies, procedures or other internal business-related confidential communications.
* Respect health privacy laws. It is illegal to disclose certain protected health information to which you may have access. Such online conduct may also violate the privacy rules of the Health Insurance Portability and Accountability Act (“HIPPA”).

### Retaliation is Prohibited

TS Alliance prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee 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.

### Media Contacts

It is the policy of TS Alliance that only the CEO or Vice President, Communications Strategy, is authorized to speak with the media as a spokesperson for and on behalf of the Organization.

# DRUG AND ALCOHOL FREE WORKPLACE

In order to protect the safety, health, and productivity of all employees and the general welfare of TS Alliance, the following actions are considered by TS Alliance to be unacceptable conduct. A violation of any of these rules will be considered a major offense, which in TS Alliance's judgment, may result in probation, suspension subject to discharge, or discharge.

* Bringing onto TS Alliance's premises, property or job site, carrying in a TS Alliance vehicle or other vehicle being used for TS Alliance business, having possession of, having present in the body system, being under the influence of, using, consuming, distributing or attempting to distribute, manufacturing or dispensing any form of narcotic, depressant, stimulant, hallucinogen, or any kind of perception-altering drug or controlled substance (except only the taking of a prescribed drug under the direction of a physician, to the extent it does not impair job performance or threaten safety, health, security or property), at any time during the hours between the beginning and end of your work day, whether or not on TS Alliance business, premises, property or job site.
* Being under the influence of alcohol at any time during the hours between the beginning and end of your work day, whether or not on TS Alliance business, premises, property, or job site, except (in moderation) for authorized TS Alliance sponsored social activities or business entertainment purposes. (Note: Authorized client entertainment never justifies an employee becoming intoxicated or operating a motor vehicle after ingesting alcohol and both activities are specifically prohibited by this policy.)
* Refusing to cooperate in or submit to questioning, medical or physical tests or examination, or an inspection or search, when requested or conducted by TS Alliance or its designee.

# STANDARDS OF BEHAVIOR AND EMPLOYEE CONDUCT

## TS Alliance Rules

TS Alliance believes in telling its employees what is generally expected of them to minimize the possibility of misunderstanding. This is required to avoid confusion and to operate efficiently. This section lists some "common sense" requirements for employees. In addition, other requirements have been explained more fully in various parts of this Handbook or are in other policies of TS Alliance. In general, conduct on or off the job that adversely affects your employer or unduly interferes with TS Alliance business must be met with corrective action. Nonetheless, your employment remains at-will and just as you may terminate your employment at any time, with or without notice or cause, TS Alliance retains the same right. If you have any questions concerning these requirements, please contact the CEO.

The following are some of the types of conduct which are prohibited and which may cause disciplinary action, up to and including termination, in the sole discretion of TS Alliance. This list is not all-inclusive.

1. Insubordination, including failure or refusal to carry out orders or instructions.
2. Unsatisfactory work performance including unauthorized absence from your work area.
3. Failure to fulfill the responsibilities of the job to an extent that might or does cause injury to a person or damage to or loss of equipment, facilities, or other property of TS Alliance or another.
4. Violation of a safety, fire prevention, health, or security rule, policy or practice, including failure to report an accident or injury on the job.
5. False or fraudulent, statement, action or omission involving another employee, a customer, TS Alliance or relations with TS Alliance.
6. False or fraudulent, statement, actions or omissions related to an employment application or any other information provided to or requested by TS Alliance (including time record) whether oral or written; or refusal to timely provide such information.
7. Unauthorized use of, removal of, theft of or damage to the property of TS Alliance, an employee, an independent contractor, a customer or any other person.
8. Threatened or actual physical violence.
9. The use of profane or abusive language that is uncivil, insulting, contemptuous, vicious or malicious.
10. Carrying any weapon while on TS Alliance business, job site, premises or property without authorization from TS Alliance.
11. Violation of any of the provisions of TS Alliance's Drug and Alcohol Abuse Policy.
12. Conducting or attempting to conduct any outside business while on TS Alliance premises or business or engaging in any business-related activity that creates a conflict of interest.
13. Garnishments beyond the type and number protected by law.
14. Chronic, habitual, or excessive lateness or absenteeism of any type, early departure from work, absence without call for three or more consecutive days, and/or other violation of TS Alliance's policy on Absences and Tardiness.
15. Disclosing confidential business information as defined in TS Alliance’s Confidentiality Policy in this Handbook.
16. Any violation of the Organization’s EEO or anti-harassment policies.
17. An arrest, criminal complaint, summons to answer a criminal charge, statement of charges, indictment, criminal information or any other criminal charge or conviction of an employee, depending on the particular circumstances and the offense charged, including but not limited to TS Alliance's judgment as to the potential risk to safety or health of the employee or others, the security of TS Alliance's premises and property, and/or TS Alliance's reputation.

## General Policies on Absences and Tardiness

Regular attendance is required of all employees. If you are unable to report to work, or if you will be late coming to work or will have to leave early, you must notify your supervisor as soon as you become aware of the situation so that alternative plans can be made. Except in cases of emergencies, notice of absence must be provided by the employee, not by friends or relatives.

Continuing occurrence of lateness or absenteeism regardless of cause or reason will result in disciplinary action, up to and including termination. Unless otherwise provided, non-exempt employees who are absent from work will not be paid for the scheduled hours not worked. Unexcused tardiness or an unexcused absence will result in disciplinary action by TS Alliance. An employee who is absent for more than two consecutive workdays without approval or without providing proper notification to TS Alliance will be considered as having abandoned his/her employment.

## Disciplinary Action

When employee misconduct occurs, such as the violation of rules of conduct, disciplinary measures must be taken to correct the situation and to curtail further occurrences. This is necessary for the well-being of us all. The disciplinary action taken for misconduct may vary depending on the gravity of the offense, the circumstances surrounding the occurrence, an employee's overall work record, and history of prior misconduct. Action taken may include one or more of the following forms of discipline:

1. Oral warning or counseling

2. Written warning or reprimand

3. Probationary status

4.. Suspension

5. Discharge

Remember that TS Alliance has no obligation to use any one or more of these forms of discipline prior to discharge. If in our judgment, a situation warrants the omission of one or all of these steps, TS Alliance shall take such action as it deems appropriate, in its discretion. The use of progressive discipline is discretionary with TS Alliance and is not a pre-condition of discharge as your employment is at-will and you and TS Alliance each has the right to terminate your employment at any time, with or without notice or cause.

# GENERAL POLICIES AND PROCEDURES

## Children in the Office

Although it is understood that an employee may have to have his/her child meet them at work for a limited time, it is not permissible for children of employees to stay with their parents at the TS Alliance for frequent or extended periods.

## Confidentiality

The protection of confidential business and client information is vital to the interests and success of the TS Alliance and its clients. During the course of your employment, you may have access to, or acquire confidential information about TS Alliance or its clients. “Confidential information” includes some of our most valuable assets, such as trademarks, service marks and copyrighted material. Also included as “confidential information” is information such as client lists, vendor lists, pricing lists, financial and budget information and documents, strategic and business plans. This information is the exclusive property of TS Alliance and you must handle it in strict confidence. You must not disclose or discuss confidential information to outsiders without the prior written consent of the CEO, both during and after your employment with the Organization. Confidential information may not be used for your own benefit during or after employment with the Organization. You may not use recording devices in the workplace to capture, record, or otherwise copy confidential information, unless authorized to do so by the CEO. Examples of recording devices include, but are not limited to, copiers, computers, fax machines, cameras, camera/video cellular phones, tablets, and video/audio recorders.

Employee who improperly use or disclose confidential information may be subject to discipline, up to and including termination of employment. However, employees are not restricted from discussing topics such as their wages, working conditions, safety concerns and other terms and conditions of employment.

As a condition of your employment with the Organization you may be required to enter a separate Confidentiality Agreement with the Organization**.**

## Constituent Relations

Members of TS Alliance and individuals affected by tuberous sclerosis complex (TSC) are the basis for the livelihood of the TS Alliance. As such, TS Alliance relies on all employees to provide excellent service and support; to respond to all inquiries promptly; to offer aid and guidance as practical; and to be attentive and courteous to everyone with whom you come into contact.

In order to present the most favorable image of the TS Alliance, certain basic standards should be followed when interacting with volunteers, members, donors, individuals with TSC and their families:

* All constituents should be treated professionally, their requests for support given prompt attention, and their stay in the office made pleasant.
* No one phoning the office should be kept on hold. The caller is entitled to know if the person is on another call or being located. If the caller cannot be put through immediately, the caller should be asked if a return call would be preferred. If the caller does decide to wait, frequent reports should be given.
* No medical information of any type can be shared.
* Employees should not give medical advice or suggest medical treatments or therapies of any kind, recommend specific physicians, or interfere in the doctor/patient relationship in any way.

## Copyright Ownership

The TS Alliance develops products and services as part of the service it provides to its clients and stakeholders. Although you may play a role in the development of these projects, you are advised that the TS Alliance retains exclusive copyright ownership of these products and services.

TS Alliance employees may not infringe on the copyright ownership of materials produced by outside organizations or individuals.

## Corporate Credit Card

Designated employees will be issued a TS Alliance credit card to increase their flexibility to conduct business on behalf of the organization. Employees issued credit cards will be required to sign for their respective cards indicating that they understand the following rules governing their use:

* The card can be used only for TS Alliance business
* A stolen or lost credit card must be reported to TS Alliance immediately
* Employees with corporate credit cards are asked to submit expense forms for credit card expenses within seven days of business travel
* Statements of expenses must be submitted to the supervisor or supervisor’s designee

These statements are to be reconciled by the individual who is responsible for the expenses, (this includes the submission of receipts and a project description for each expense). Employees not following these guidelines can be required to return their credit cards.

## E-Mail/Internet Use

E-mail and other internet use should be limited to legitimate work-related uses during your designated working hours. Personal activities should not be conducted on the Internet during working hours. Use of inappropriate materials or communication (i.e., pornography, racial/ethnic, libel, rumors) on TS Alliance's internet addresses at any time is prohibited and grounds for disciplinary action up to and including termination.

TS Alliance's internet addresses, like its mailing address, are business property. Consequently, an employee’s use of TS Alliance computers, network and telecommunications equipment may be monitored to assure consistent and efficient operations.

Monitoring may include but is not limited to:

* Internet: URLs accessed, time and times spent accessing internet sites, files downloaded, etc.
* Email: All incoming and outgoing e-mails and associated attachments to check for proper addressing, potential viruses, appropriateness of content, etc.
* Network: Contents of all computers and other storage devices.

The results of such monitoring may be provided to an employee's supervisor. Employees will not necessarily be given notice either before or after a review takes place.

### Restrictions on the Use Of E-Mail and Internet

E-mail has been made available to you for your use in conducting TS Alliance business. TS Alliance recognizes, however, that employees may occasionally want to use the E-mail system and the internet for personal purposes. The TS Alliance permits such occasional, personal use of its computers during non-working time if such use:

* Does not result in additional cost to the TS Alliance;
* Is not excessive or abused by employees; and
* Employees using a TS Alliance computer must recognize and agree that they have no privacy interest in messages received, sent or read through TS Alliance E-mail or the internet.

All messages transmitted via e-mail shall be considered business messages, owned by TS Alliance and in no instance will be deemed confidential private communications generated or retained in electronic storage by an employee on a personal basis. The management of TS Alliance has the right, but not the duty, to enter the e-mail system at any time to review, copy, or delete any stored messages, and disclose such messages to others, without notice to employees. This policy is required in order to ensure that TS Alliance's computer and telecommunication resources are used in an efficient, effective, ethical and lawful manner. The computers and e-mail services given to employees are to assist them in the performance of their jobs. Since TS Alliance maintains a need to inspect and review all systems, employees should not have an expectation of privacy in anything they create, send, or receive on the computer. As a condition to using TS Alliance e-mail, each employee consents to allow TS Alliance management to monitor any e-mail messages, whether in storage or transmission.

### Appropriate Uses

Internet and E-mail should not be used to transmit or view materials, either within the TS Alliance or in communications transmitted outside of the TS Alliance, that violate any of TS Alliance’s polices, such as its EEO and anti-harassment policies. For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. **Users encountering or receiving such material should immediately report the incident to their supervisor.**

TS Alliance e-mail may not be used **for the transmission or storage of destructive programs (viruses and/or self- replicating codes)**.

## Systems and Software

Employees should not install, change, or remove any hardware or software from Organization equipment without prior approval from your supervisor or the appropriate Organization official. This includes using any software or programs on an Organization computer, whether the program(s) is (are) partial or complete, that is (are) not expressly the property of the TS Alliance. This includes unauthorized “instant messaging” software or other personal software or hardware. **Employees should be aware that copyrighted material includes not only text, but also pictures, video and sound.** The use of TS Alliance property – such as software – for unauthorized purposes on home computers is not permitted. Any software purchased by TS Alliance for use on home computers must be licensed individually, with the home computer noted as an additional requirement.

Employees may not access the Organization networks or shared drives unless authorized to do so.

All passwords and access codes used on Organization systems are the exclusive property of TS Alliance and can be changed by the organization. If you are provided with a password for use on Organization systems, you should not share your password with anyone or allow anyone to use it. Your computer login password is required to be changed every six months. The system will automatically remind you to do so.

### Security Issues

All files that are downloaded must first be scanned for possible infection. Any employee who knowingly tries to propagate the Internet or internal resources with infected viruses, Trojan Horses or worms will be subject to termination.

All employees are expected to disclose who they are when they send e-mail, register accounts or when conducting other Internet transactions.

### Copyright Issues

Employees are not allowed to download copyrighted software from the Internet. In any case, where an employee downloads copyrighted software they assume full responsibility for their action and absolve TS Alliance from their unauthorized action.

## Telephones/Fax Use

The TS Alliance telephone lines are open from 8:30 a.m. to 5:00 p.m. ET, Monday through Friday. A voice mail system records incoming calls during other hours.

Since the telephone is a vital source of communication with members and the public, your discretion is urged with regard to making or receiving personal calls. Personal international long distance calls are not allowed unless it is for emergency reasons and you notify your supervisor immediately afterward. Calls to “900” numbers are strictly prohibited.

Use of personal cell phones must also be held to a minimum and must not interfere with the employee's work.

## Education and Training (Mandated)

The TS Alliance will pay 100 percent of the fees for any mandatory education or training sessions (including conferences). Time spent in these mandatory sessions will be paid on the same basis as work hours.

## Educational Assistance

The TS Alliance will reimburse employees for the cost of attending a course or seminar if the activity is related to their career and job responsibilities at the TS Alliance as determined by the CEO. For college courses toward a degree and for expenses to be eligible for reimbursement, an employee must:

* Obtain in advance the written approval of the CEO;
* With Supervisor’s input, perform at an agreed upon level;
* Provide appropriate documents to substantiate the final grade;
* Submit appropriate receipts for reimbursement; and
* Reimburse the TS Alliance should the employee resign within six (6) months of completion of the course or seminar.

The TS Alliance provides an educational assistance benefit to eligible employees of up to $3,000/year. Funds are provided on a 50:50 matching basis (employee pays 50%; the TS Alliance pays 50%) up to the annual limitation. In addition, the TS Alliance will reimburse employees for 100 percent of their required books (up to the annual limitation). Courses must be offered by an accredited school and provide credit toward a degree (including Associate’s Degree).

If the course is not successfully completed by obtaining a grade equivalent of “C” or higher, the employee must reimburse the TS Alliance or he/she will be denied educational assistance in the future. Educational assistance may be subject to either or both federal and state income tax depending upon the employee’s tax jurisdiction,

**Eligibility:** All employees scheduled to work at least 30 hours per week and who have worked at the TS Alliance for three (3) months are eligible. Temporary employees are not eligible.

## Fire Emergency Procedures

In response to a fire alarm, all employees are expected to exit the building using the stairwell, and congregate on the Roeder Road side of the building on the opposite side of the street.

## Housekeeping

Although the TS Alliance provides for janitorial services, you are expected to keep your work area clean and tidy. If you use the kitchen and pantry area, please exercise the same care.

## New Employee Orientation

All new employees must attend an orientation session shortly after joining the TS Alliance. At that time, benefits and personnel practices are reviewed and explained. If you have questions arising from your review of this handbook, please bring them up during your orientation.

## Personal Appearance and Hygiene

You should dress in attire that is appropriate for the work you do on a daily basis at the TS Alliance. Employees are expected to maintain acceptable levels of personal hygiene, which includes the appropriate use of perfume and/or cologne. Use your best judgment. If in doubt, consult with your supervisor.

## Travel and Hotel Arrangements

All travel performed on behalf of the TS Alliance must be approved by the CEO. (The travel approval request form is on the shared drive under Forms). Travel, mileage and per diem reimbursement are authorized for staff travel to official meetings at rates approved by the CEO. Employees can receive hotel/flight incentives for approved travel if booked on their personal credit cards.

### Domestic Travel

Travel reimbursement is authorized at the approved rate allowed for airfare coach round trip plus baggage cost. The cost of reasonable ground travel to and from the airport is reimbursable. When travel is by car, the authorized mileage rate may be claimed. The mileage rate is changed annually as adjusted by the IRS. Mileage claimed cannot exceed the cost of roundtrip coach airfare to the destination. Cost of local transportation at official meetings is authorized where necessary for the timely conduct of the TS Alliance's business. Mileage to and from local meetings is based on the distance to either the TS Alliance office or to the employee's home, whichever is shorter.

### International Travel

Employees are required to use their assigned credit card for international travel and follow the procedures in the credit card section.

## Inclement Weather Procedure

In the event of inclement weather in the Washington DC area, the TS Alliance will follow the same schedule as announced for the federal government during that particular day. If the federal government does not close, the TS Alliance office will remain open. If you cannot make it to work due to inclement weather when the TS Alliance is open, you must use accrued PTO for the time missed or seek approval from the CEO for telecommuting. If TS Alliance is closed for inclement weather, employees who were scheduled to work will be paid and will not be required to use accrued PTO.

## Employment of Relatives (Nepotism Policy)

TS Alliance does not generally hire immediate family members of employees or the Board of Directors. In the best interests of our employees and TS Alliance, any relationships on or off the job that create a conflict of interest, interferes with the ability of an employee to perform his/her job or is detrimental to the organization’s ability to conduct business will not be created or allowed.

# ACKNOWLEDGMENT FORM (Copy)

**Keep This Page in Your Handbook**

I understand that my employment with the TS Alliance is for an unspecified term and may be terminated at the will of either the Organization or myself, with or without reason or cause, and with or without notice. No words or actions of the Organization will be deemed to create an express or implied contract of employment or require the Organization to have good cause for terminating my employment. No Organization representative is empowered or authorized to modify this at-will relationship, on an individual or collective basis, other than the CEO.

I acknowledge I have received a copy of the Employee Handbook. I understand I am responsible for reading and understanding the contents of the Employee Handbook. I further acknowledge that I have read the Employee Handbook in its entirety in accordance with this responsibility.

I understand that any rules, policies, and benefits described in the Employee Handbook may be modified or varied from by the Organization at anytime—except as required by law and except for the rights of the parties to terminate employment at will (which may be modified, on an individual or collective basis, only by an express written agreement signed by the CEO of the Organization).

I further understand that, in all matters covered by this Handbook, the TS Alliance has the right to make unilateral, prospective changes.

I understand that neither this Employee Handbook, nor any other the TS Alliance documents have been given to me as an employment contract and that no representative of the TS Alliance has made any contractual promises to me concerning my work, payment or benefits.

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Employee Signature Date

# ACKNOWLEDGMENT FORM

**Please Sign and Return This Form to Your Supervisor**

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Employee Signature Date

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