

Towson University Foundation, Inc.

Guide to Employment and Benefits

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INTRODUCTION

TOWSON UNIVERSITY FOUNDATION'S PURPOSE

Towson University Foundation, Inc. (the Foundation) manages funds received for the benefit of Towson University. Specific policies and procedures have been developed in order to ensure that revenues and expenses are recorded accurately and disbursements are appropriate and within the rules and regulations established by those agencies and organizations that oversee the Foundation. The Foundation must also ensure that all gifts are recorded and all disbursements made are in conformity with donor requirements.

The Foundation is organized to receive, hold, invest, manage, use, dispose of, and administer property of all kinds, whether given absolutely or in trust, or by way of agency or otherwise, for the benefit and promotion of Towson University or for all of the education and support activities that may be conducted by Towson University.

In order for the Foundation to be successful in its efforts to promote the University, it is necessary to heighten public awareness of the activities and successes of the University, thereby creating a more inviting environment for both the solicitation of gifts and the creation of good will. Successful public relations efforts are critical to the success of any activity undertaken by the University, its faculty, staff, and/or students. To achieve such a positive external relations program, it is necessary that community and business leaders, government officials, and the general public embrace a positive opinion about the institution as a whole.

The Foundation is organized and operates exclusively for charitable and educational purposes within the meaning of the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue Service law).

ABOUT THE FOUNDATION

The Management Team consists of the Executive Vice President and the Director of Finance. This staff management group is responsible for administering the programs, policies, and budget for the Foundation.

The Board of Directors also plays a crucial role in the governance of the Foundation. Our elected, volunteer Board consists of individuals who are committed to the mission of the Foundation. The Board determines the mission of our Foundation, establishes management policies and procedures, assures that adequate human resources and financial resources are available, and actively monitors the Foundation's management, financial, and programmatic performance.

The Foundation is located in the Administration Building at 7720 York Road within the University Advancement Division of the Towson University (the “University”). The Executive Vice President of the Foundation also serves as the Vice President for University Advancement at Towson University. University Advancement is dedicated to the advancement of the University in the areas of development and alumni relations. The Development Office oversees all fundraising activities for the University, including grant applications, events, grant proposals, member appeals and individual donor solicitations, development projects and tracks revenue from all philanthropic sources. In addition, the Development Office files progress reports with funders and donors and is responsible for long-range planning for the Foundation’s revenue growth.

HISTORY OF TOWSON UNIVERSITY

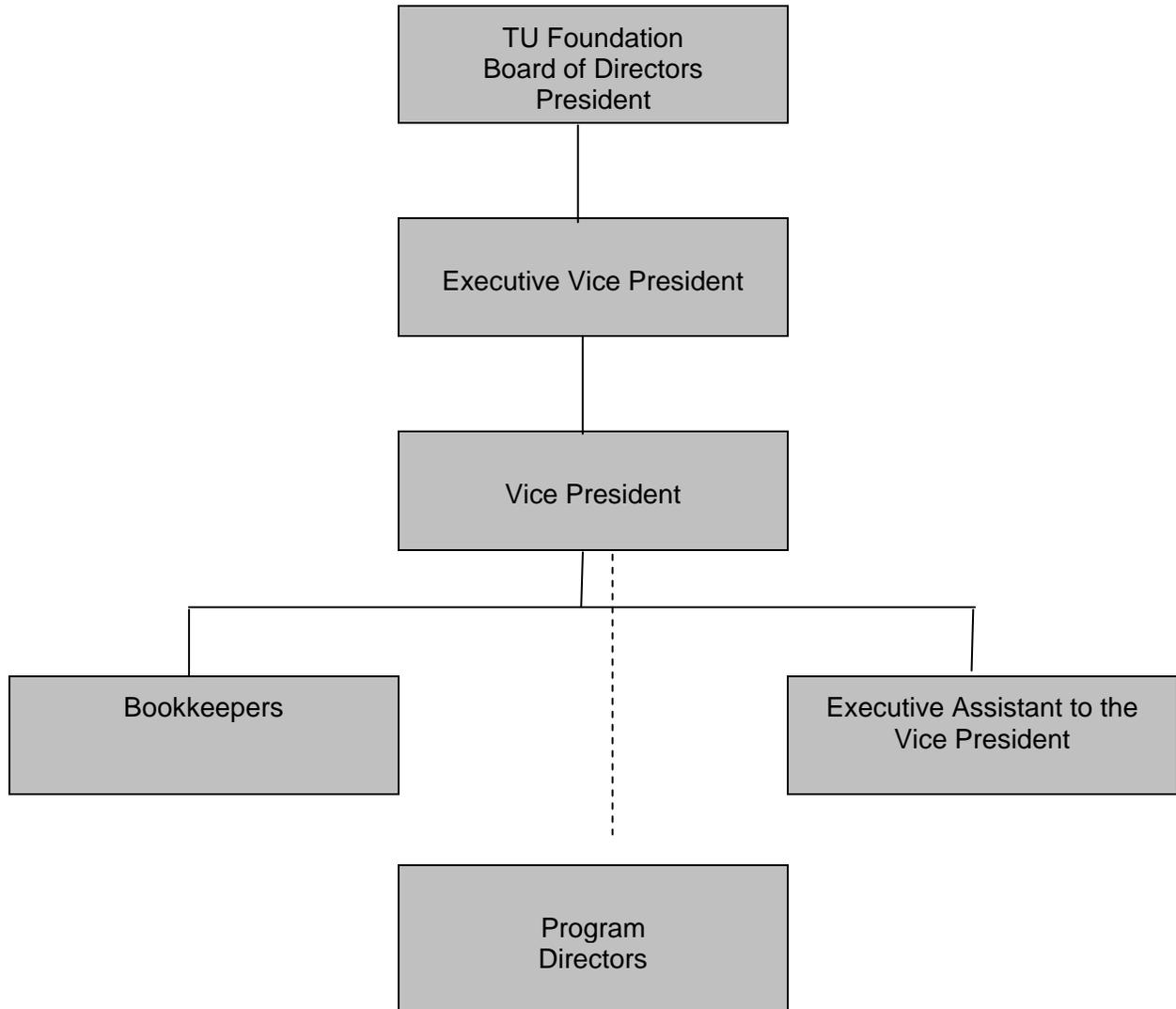
While the Foundation is not part of Towson University, our affiliation with Towson University’s mission is important. For that reason, we will provide a brief history of the University for your reference. Please note that you are not employed nor have any legal compensation or benefits-related rights from Towson University.

The institution known today as Towson University opened its doors in 1866 in downtown Baltimore as the Maryland State Normal School – the only institution devoted exclusively to the preparation of teachers for the public schools of Maryland. The first class consisted of 11 students.

In 1915 the school moved to Towson. By 1935 it established the Bachelor of Science degree in education and changed its name to Maryland State Teachers College at Towson. In 1946 it introduced an arts and sciences program, and in 1963 the institution expanded its offerings in the arts and sciences and became Towson State College.

Towson was granted university status on July 1, 1976, in recognition of its development into a comprehensive university. In 1988, Towson State University joined the University System of Maryland. On July 1, 1997, Towson State University became Towson University, a change that reflected its evolution from a state-supported to a state-assisted institution.

See the following organizational chart.



ABOUT YOUR GUIDE

We welcome you to employment at Towson University Foundation, Inc. We take great pride in the professionalism of our employees. Each and every one of our employees is the driving force behind our continued success. We hope you will enjoy your work at Towson University Foundation, Inc. We thank you for joining us and look forward to working with you.

This Guide to Employment and Benefits (the “Guide”) provides general information about your benefits and the work rules and policies under which we operate and may be utilized as a reference tool throughout your employment with us. Of course, every Foundation policy cannot be addressed in this Guide. Therefore, detailed explanations have been omitted to keep it reasonably brief and readable. Any previous editions of this Guide or practices of Towson University Foundation, Inc. are superseded by this edition. As such, all rules and policies in this Guide will apply to all employees, regardless of their employment date with the Towson University Foundation, Inc. You will see several references to “Towson University Foundation, Inc.” “TUF,” the “organization,” or the “Foundation” throughout this Guide.

This Guide has been prepared to acquaint you with Towson University Foundation, Inc., your responsibilities as an employee, and the many benefits and privileges our employees may enjoy. It is presented as a matter of information only. While Towson University Foundation, Inc. believes wholeheartedly in the plans, policies and procedures described, it is committed to reviewing them continually and reserves the right to change or terminate any or all of them at any time.

This Guide does not constitute a guarantee that your employment will continue for any specified period of time, or end only under certain conditions. Employment at Towson University Foundation, Inc. is a voluntary relationship, and nothing in this Guide constitutes an expressed or implied contract of employment. Your employment at Towson University Foundation, Inc. is an “at will” employment. Just as you retain the right to terminate your employment at any time, for any or no reason, Towson University Foundation, Inc. retains a similar right. No policy or practice of Towson University Foundation, Inc. should be construed to change this relationship. Only Towson University Foundation, Inc. officers have the right to modify this practice and such action must be in writing.

If a state or other local jurisdiction in which Towson University Foundation, Inc. operates has specific statutes that requires Towson University Foundation, Inc. to act otherwise than what is written within this Guide, Towson University Foundation, Inc. will comply with the state's or local jurisdiction's applicable law.

If you have any questions as to the interpretation or application of specific sections of this Guide, or any of our policies, practices or procedures, you are invited to consult with a

Management Team member of Towson University Foundation, Inc. This Guide must be returned to TUF upon termination of employment.

We want each and every one of our employees to know that they are valued, but also want each employee to realize that Towson University Foundation, Inc. is a work establishment where you come by invitation, but stay by being and believing in our mission. We hope that your employment experience will be rewarding, enjoyable and educational, and we wish you much success at Towson University Foundation, Inc.

ABOUT YOUR JOB

EQUAL EMPLOYMENT OPPORTUNITY

Towson University Foundation, Inc. is committed to the principle of equal employment opportunity. It is our policy to recruit, hire, train and promote individuals, as well as to administer any and all personnel actions, without regard to race, color, religion, age, sex, national origin or ancestry, marital status, veteran's status, status as a qualified disabled individual, sexual orientation, or any other impermissible factor in accordance with applicable laws. Any incident or situation that you believe involves illegal discrimination or harassment should be brought to the immediate attention of your immediate supervisor, or one of the Management Team members of Towson University Foundation, Inc. for investigation and proper action, when appropriate in TUF's judgment. It is our policy to prohibit and prevent any form of impermissible harassment, specifically including sexual and racial harassment, with respect to workers, subordinates, and supervisors, and TUF will not tolerate any such incidents or conduct.

EMPLOYMENT

We care about the safety and health of our employees. We want to ensure that preventive health measures keep you fit and healthy and able to perform the service required by our customers and clients. In this regard, please remember that consistent with applicable law, we reserve the right to make inquiries and conduct medical examinations that are job-related and consistent with business necessity. These inquiries and examinations will be conducted at TUF's expense and can include breath, blood, urine and other tests to determine the presence of alcohol and controlled dangerous substances in the body or any form of substance abuse. The results of such inquiries and examinations will be kept confidential in accordance with applicable law.

INTRODUCTORY PERIOD

All employees serve an introductory period at the beginning of their employment. This period gives you an opportunity to decide if you want to work for our Foundation, and it gives TUF time to observe your performance.

Usually, the introductory period is 90 calendar days, but it can be extended at our discretion. During this period (as well as throughout your employment), your employment may be terminated by you or by us, without explanation or notice. At intervals after your start date, you may receive written performance evaluations that may be shared with you by your supervisor. Toward the end of this period, your supervisor may meet with you to discuss your performance and TUF's decision to continue or terminate your employment, or to extend your introductory period. Keep in mind that neither this introductory period

nor successful completion of the introductory period in any way changes your at-will relationship with our Foundation as described elsewhere in this [Guide to Employment and Benefits](#).

EMPLOYMENT CLASSIFICATIONS

You will fall into one of three employment categories, depending on your work schedule.

- ☞ You are considered “Regular Full-time” if you are regularly scheduled to work 40 hours or more hours per week.
- ☞ You are considered “Regular Part-time” if you are regularly scheduled to work less than 40 hours per week.
- ☞ You are considered “Temporary” if you were hired to work for no longer than a specific period of time according to the requirements of the job as determined by TUF.

(Note: All employees' work schedules and hours may be changed by TUF to meet operational needs.)

Please understand that nothing in this or any other section of the Guide alters your at-will employment with our Foundation as described elsewhere in this Guide, or constitutes a guarantee of work per pay period. We reserve the right to schedule and classify employees, as we deem appropriate.

EXEMPT AND NON-EXEMPT EMPLOYEES AND OVERTIME

In order to meet the work needs of TUF, you may be required to work overtime. We try to eliminate the need for overtime; if, however, TUF determines overtime is unavoidable, you will be expected to work your share when asked. Your supervisor will give you advance notice if possible. All overtime must be pre-approved by a supervisor. The Foundation, in our discretion, establishes the amount of overtime work and the employees assigned to do it according to the nature of the overtime work available and the ability of qualified employees to perform it. The President or a Vice President may declare a freeze on any and all overtime at their discretion.

All employees are classified into "exempt" and "non-exempt" categories for purposes of establishing eligibility for overtime pay under applicable wage and hour laws. Most of our hourly paid employees are classified as non-exempt and are paid at the overtime rate of time and one-half of their regular hourly rate for all hours actually worked in excess of forty (40) hours in a workweek. Overtime may not be claimed if any part of the forty (40) hours were holidays or Paid Time Off days. Straight time will apply until forty (40) hours have actually been worked. Exempt employees are not eligible for overtime pay.

The use of lunch hours, evenings, or weekends to compensate for time off is discouraged. If you are uncertain as to your classification, see a member of the Management Team of TUF.

YOUR PERSONNEL FILE

If you suspect that there is incorrect data in your file, you may ask one of TUF's Management Team to review the file with you. In addition, you may place a written statement in your file. Your personnel file, however, always remains the property of TUF.

WORKWEEK

Our workweek begins on Saturday at 12:00 AM, and ends on the following Friday at 11:59 PM.

WORK SCHEDULES

Towson University Foundation, Inc. may establish work schedules to meet the needs of our customers. You are expected to be at your workplace, ready to work, at your assigned time each day. Generally, standard office hours are 8:30 AM to 5:00 PM, Monday through Friday. The standard workweek is a 40-hour workweek composed of daily eight and one-half (8.5) hour schedules, with one-half ($\frac{1}{2}$) hour, unpaid lunch breaks.

TIME SHEETS

The federal Fair Labor Standards Act requires our Foundation to maintain an accurate accounting of hours worked. Exempt/salaried employees need to submit timesheets and account for leave usage. Non-exempt/hourly employees must indicate their daily number of hours worked at the end of each workweek on their payroll timesheet. **NO ONE ELSE IS PERMITTED TO DO THIS.** Non-exempt/hourly employees may not start more than five (5) minutes before their starting time, or work beyond more than five (5) minutes after their scheduled quitting time, unless, of course, they are working authorized overtime. At the end of each pay period, each employee must verify the accuracy of the timesheet, personally sign it, and must have it approved by the supervisor prior to submission to payroll.

PAYDAYS

All employees are paid on a bi-weekly basis with the payday being every other Wednesday. All non-student employees must sign up for direct deposit whereby your net pay is deposited directly into a checking and/or savings account. Student employees have

the option to receive a check or to sign up for direct deposit.

WITHHOLDING DEDUCTIONS AND CHANGES

Certain mandatory deductions must be made from your pay for federal and state taxes and FICA (Social Security and Medicare). Federal law requires the deductions. In addition, any court ordered liens, attachments, garnishments and levies must be deducted if indicated in writing by the proper authority.

Certain other elected deductions, such as payment for your portion of health care premiums, may also be made with your written authorization.

If you wish to change the number of exemptions claimed for your federal or state income tax, the appropriate forms may be obtained from TUF's Bookkeeper. If you require any assistance in decoding your paycheck, please see one of TUF's Management Team or the Bookkeeper.

If you have a concern about improper deductions being withheld from your paycheck, please immediately contact a member of the TUF's Management Team in order for us to research and quickly resolve any finding of improper deduction.

INCLEMENT WEATHER AND EMERGENCY PROCEDURE

TUF follows the inclement weather and emergency procedure as published for Towson University.

If an emergency occurs overnight, a decision regarding the University's closure will be made by 6:00 a.m. The media is notified, and recorded announcements are posted on telephone numbers 410-704-2000, and 410-704-NEWS (6397) regarding any decision to close or delay opening for the campus. There will be no announcement issued when normal operating conditions exist. If you don't hear an announcement, it's safe to assume the campus is open, and that you should report to work on time.

The following radio and TV stations will air emergency closing-related news: In the Baltimore area: WBAL Radio 11 (1090 AM); WCAO (600 AM); WLIF (101.9 FM); WTMD (89.7 FM); WBAL-TV (11), WJZ-TV (13) and WMAR-TV (2). In the Washington DC area, WTOP (1500 AM/107.7 FM); WMZQ (98.7 FM); and WRC-TV (4). These are the stations that TU notifies directly; others may obtain the news shortly after TU notifies the Associated Press wire service.

If emergencies occur that disrupt or suspend operations during the day, a decision is made by 1:00 p.m., and noted as above.

Liberal Leave provisions authorize staff members to use earned leave for lateness or absence because of an emergency. Administrative Leave is granted to staff members only when TUF is closed.

If you are not Emergency Essential personnel, then you should not report to work when the campus is closed. If you are not an Essential Employee, and you do report to work, TUF cannot be held liable for any injuries you sustain if you come to work or remain at work after the campus has been closed.

THEFTS

Thefts of Foundation property or of your personal belongings should immediately be reported to your supervisor or one of TUF's Management Team and to the university's Police. If a Supervisor is made aware of a theft incident, that Supervisor should notify one of TUF's Management Team members immediately. Theft of Foundation or other's property by an employee can result in disciplinary action, up to and including termination. Employees should contact the university's Police immediately.

KEEP US UP-TO-DATE

Up-to-date, personal information is necessary for a number of reasons, including ensuring the proper administration of employee benefits. It is your responsibility to notify the Bookkeeper of any changes in your address, telephone number, marital status, number of dependents, beneficiary designation, or anything else that would affect your employee benefits or our ability to contact you quickly, within 30 days of the change. Failure to advise TUF of your changes in writing within 30 days may cause you to forfeit options you may otherwise have had under TUF's various benefits plans.

EMPLOYMENT GUIDELINES

CORE VALUE

We believe in doing the right thing for our customers. Ethics are of prime importance in each of our respective jobs. When in doubt of what the “right thing” to do is, please see a member of TUF’s Management Team.

STANDARDS OF CONDUCT

Whenever a group of people works together, there must be standards of conduct for common guidance and efficiency. It is impossible to define in detail every standard of conduct for every circumstance, and we try to keep rules to a necessary minimum. We trust that your common sense will guide you as to the proper norms and procedures in most cases. Most importantly, your standards of conduct must provide a good example for the clients and customers to observe.

If you have any questions about our standards of conduct, or about what to do or not to do in a situation, please contact your supervisor or one of TUF’s Management Team before you act.

When employee misconduct occurs, measures must be undertaken to correct the situation to curtail further occurrences for the good of the work group. The approach we take to discipline for misconduct other than a major offense may vary, depending on, among other things, the gravity of the offense, the circumstances under which it occurred, your job duties, your seniority and overall work record, including any prior misconduct.

If an employee fails to meet Towson University Foundation, Inc. standards, either for performance or conduct, disciplinary action may be taken by TUF, in its sole judgment.

Please realize that just as you as an employee may terminate your employment at any time, so too we as an employer are free to terminate your employment at our discretion. Of course, our hopes are that you will enjoy your work here with Towson University Foundation, Inc., and that your employment will be a benefit to you and TUF.

To provide you with some guidance concerning our standards of conduct, we will provide you with some examples of our expectations. As our comments above make clear, this is not an exhaustive list of conduct that can result in discipline up to and including immediate termination. If you have any questions about what constitutes appropriate standards of conduct, please consult your supervisor before you act.

DRESS CODE

You represent Towson University Foundation, Inc. to the public, and the community whom we serve. It is therefore important that you present a neat, clean, professional appearance at all times during working hours.

Towson University Foundation, Inc.'s dress code takes into consideration the following factors: safety, hygiene and image. Clothing must be clean and neat at all times, and proper hygiene is a must. Management has the option of sending home any employee whose clothing and appearance do not meet standards of safety, hygiene and image. All employees must convey a professional image.

In any circumstances, the management of Towson University Foundation, Inc. reserves the right to determine what is and what isn't appropriate. You may be sent home to change if management does not feel that your appearance meets the above criteria.

ALCOHOLISM/SUBSTANCE ABUSE

The Foundation recognizes that alcoholism is a disease and does not take a position regarding the morality of drinking. When, however, excessive use of alcohol results in actions such as sub-standard work performance, erratic behavior or excessive absenteeism, it is the proper concern of management. Another proper concern of Towson University Foundation, Inc.'s management deals with substance abuse by staff. Towson University Foundation, Inc.'s management prohibits such substance abuse, since it also may result in sub-standard work performance, erratic behavior, excessive absenteeism, and may set a poor example for the clients we service, and may increase the probability for accidents or improper work completion.

Towson University Foundation, Inc. has a vital interest in providing the best possible service to its customers and clients while also maintaining a safe, healthful and efficient working environment for its employees, customers, and other members of the public. Because the use of drugs and/or alcohol in the workplace is inconsistent with these objectives and presents a serious hazard to the health and safety of the customers, employees and other members of the public, it is unlawful for an employee to manufacture, distribute, dispense, possess, or use a controlled substance on Towson University Foundation, Inc.'s property. Compliance with this provision is a condition of employment, and employees who violate these restrictions are subject to discipline up to and including termination of employment. Towson University Foundation, Inc.'s property includes, but is not limited to, all Towson University Foundation, Inc.'s offices, vehicles, warehouses, and storage facilities, lockers, and parking areas. The Foundation reserves the right to inspect all bags, parcels, and other containers brought onto Foundation property. This prohibition does not relate to prescribed medications taken at and in accordance with the directions of a licensed physician. This policy will be consistently carried out. Likewise, all federal, state, local and any other applicable laws will be complied with concerning this policy.

Nothing in this policy is intended to prevent Towson University Foundation, Inc. from making available to customers and/or employees alcohol on certain specified events such as holidays, meetings or other business related functions, provided these events have been approved in advance by management. Under no circumstances, however, should any employee or customer be permitted to consume alcohol in excess. **It is the responsibility of the employee not to operate a vehicle while under the influence of any legal or illegal substance, which may impair abilities.**

In deference to our collective safety, you have an obligation to promptly inform your supervisor or a Management Team member of any drug or alcohol related crime reasonably believed to have occurred in the workplace. Additionally, you must inform management if you are convicted of any drug or alcohol related offense within five (5) days of conviction.

It is our policy to provide guidance and assistance to any employee who admits to a drinking or substance abuse problem before there is a performance problem. Failure to effectively deal with an alcohol or substance abuse related problem, or arriving for work under the influence of such substances, can result in disciplinary action up to and including dismissal.

HEALTH, SAFETY AND SECURITY

Your safety is a major concern and we will make every reasonable effort to provide you with a safe workplace. Without your cooperation, the potential for accidents in a business such as ours can be great. It is TUF's intent to provide a safe and healthful workplace. As an employee of TUF, safety and accident prevention are your direct responsibilities. We believe that all accidents are preventable. We consider it a moral obligation and sound business practice to work toward preventing accidents.

Improper use of any equipment is dangerous. If after training, you are not sure how to use a particular piece of equipment, ask your manager or a trained co-worker. We are happy to repeat any phase of your training in order to prevent accidents.

Towson University Foundation, Inc. provides information to employees about workplace safety and health issues through this Guide, employee meetings, bulletin board postings, and other forms of communication.

Some of the best safety ideas come from our employees. Ideas, suggestions, or concerns are encouraged to be expressed to your supervisor or one of the members of TUF's Management Team. All reports can be made without fear of reprisal.

ILLNESS IN THE WORKPLACE

Employees of Towson University Foundation, Inc. with life-threatening illnesses, such as cancer, heart disease, or AIDS, often wish to continue normal pursuits including work, to the extent allowed by the condition. The Foundation supports these endeavors as long as the employee is able to meet acceptable performance standards, but also we must take into consideration any clients' federal or state licensing requirements for staff members or contractors in contact with the clients' population being free from infectious and communicable disease.

Medical information on individual employees is treated confidentially. Towson University Foundation, Inc. will take reasonable precautions to protect such information from inappropriate disclosure. Managers and other employees have a responsibility to respect and maintain the confidentiality of employee medical information. Inappropriate disclosure of such information may result in disciplinary action, up to and including termination.

FIREARMS

The possession of a firearm on Towson University Foundation, Inc.'s property is strictly prohibited. This includes leaving firearms in your vehicle on University parking lots. All employees are prohibited from carrying firearms, licensed or not, while conducting business on behalf of Towson University Foundation, Inc. either on property or off property.

TELEPHONE, POSTAGE, E-MAIL, AND INTERNET GUIDELINES

Refer to the Towson University policy regarding Internet usage. Briefly, telephone courtesy and effective communication with clients, customers, and referral sources are essential to the success of Towson University Foundation, Inc. A cordial greeting should be extended to all callers with a greeting that introduces our Foundation as well as identifies the employee by name.

The use of Towson University Foundation, Inc.'s equipment, including hardware and software, is to be restricted to business purposes.

At no time shall the telephones, e-mail, Internet, or any other communication device be utilized for any inappropriate, immoral, unethical, or illegal use. The Foundation takes seriously the distribution of any non-business related materials, and maintains the right to take appropriate action up to and including termination in the event inappropriate communications have been initiated by an employee. As an employee of TUF who has been given access to certain electronic equipment and capabilities, you are subjected to monitoring your use of this equipment at any and all times. At all times you should govern yourself accordingly as you are expected to act with the appropriate level of professionalism and dignity.

COMPUTERS, TELECOMMUNICATIONS AND ELECTRONIC EQUIPMENT

Towson University Foundation, Inc. prohibits employees from using TUF's equipment for personal use or other non-business-related purposes. You are required to have your supervisor's written permission prior to removing from the workplace any computers, laptops, disks, CDs, tapes, or any other electronic devices or other equipment or property belonging to Towson University Foundation, Inc. Additionally, no software or hardware is to be installed on any Foundation computer equipment by any employee without prior written permission and approval from the Director of Information Technology.

Online access to specific resources, both internally and externally, is limited to those employees who have a business-related need. You should not operate another employee's computer unless authorized to do so by a supervisor for work-related reasons. Do not ask other employees for their passwords or share yours. As a precaution, you should ensure that your computer is shut down or password protected if you are going to be away from your system.

When using Towson University Foundation, Inc. computers and other electronic equipment, you should have no expectation of privacy. Towson University Foundation, Inc. reserves the right to monitor its equipment at any time. Monitoring may include, but is not limited to, the review of all incoming and outgoing internal and external mail, telephone calls, voice mail messages, electronic correspondence, electronic bulletin board accounts, computer hard drives, national electronic messaging service accounts and any other correspondence service that is paid for or subsidized by Towson University Foundation, Inc. If during monitoring TUF discovers that an employee has violated its policies and procedures, discipline up to and including termination, may result.

E-MAIL AND THE INTERNET

The electronic mail and other information systems, which are the property of Towson University and used by Towson University Foundation employees, are not to be used in a way that may be disruptive, offensive to others or harmful to morale. Specifically, Towson University Foundation, Inc. strictly prohibits any inappropriate use of this equipment, including but not limited to the display or transmission of sexually explicit images, messages, or cartoons or any transmission or use of electronic communications that contain ethnic slurs, racial epithets, or anything that may be construed as harassment or disparagement of others based on their race, national origin, sex, age, sexual preference, disability or religious or political beliefs. Violation of this policy can and will result in appropriate disciplinary action, up to and including termination.

Internet messaging systems and Internet pagers such as AOL's Instant Messenger, Yahoo! Pager, ICQ network messaging system or any other existing or future communications technologies are also strictly prohibited on TUF's network.

Employees may not check their personal e-mail accounts using the Foundation's computer systems. Attempting to do so from our systems could unintentionally circumvent safeguards that are set in place to scan for viruses and inappropriate materials.

Towson University Foundation abides by Towson University's policy on E-mail and Internet use. A complete overview of Towson University's policy is located at <http://inside.towson.edu/generalcampus/tupolicies/documents/10-03.00%20Electronic%20Mail%20Policy.pdf>.

It is the responsibility of the employee to visit this website and to read and abide by this policy.

MISAPPROPRIATION OF ELECTRONIC RESOURCES

Much of our work products are in electronic form. Misappropriation or re-direction of these resources including but not limited to software, source code, spreadsheets, documents, presentations, etc. will be deemed as theft and will result in appropriate disciplinary action, up to and including termination and criminal prosecution.

DATA SECURITY

The Information Technology department is charged with the obligation of safeguarding our data from unauthorized access. Each user has a designated folder on our systems for storing their files to which only they have access. All mission critical documents are to be stored on the network in either the user's personal folders or their departmental folders as well as their independent workstation, depending upon the sensitivity of and the need to share the information. An employee is prohibited from password protecting or encrypting any documents or e-mail transmissions, unless password protecting and/or encrypting is either approved in advance or required by Foundation procedure.

PROTECTED SOFTWARE LICENSES

According to U.S. copyright law, the illegal reproduction of software can subject individuals and firms to civil damages and criminal penalties. The unauthorized copying of licensed software is not permitted or condoned. If in the course of business any employee becomes aware of any such violations, they have an obligation to report the violation to the Director of Information Technology. Furthermore, no software is to be installed on a system that has been issued to you unless it is done or overseen by the Information Technology department.

OTHER ELECTRONIC ACTIVITIES

The use of online music feeds, streaming video and other similar items demand

considerable electronic resources and monopolize TUF's Internet connection. As such, the use of these online resources often creates an impediment to carrying out normal business operations. Therefore, these types of activities are not permitted.

NO TOBACCO POLICY

Towson University Foundation, Inc. abides by Towson University's smoke-free campus policy. Smoking is prohibited on all property owned, leased or operated by Towson University. This consists of all buildings, including residence halls, Bateman's, and the Berkshire; all grounds, including exterior open spaces, parking lots and garages, on-campus sidewalks, streets, driveways, stadiums, recreational spaces and practice facilities; and in all University-owned or leased vehicles.

A complete overview of Towson University's policy is located at

<https://inside.towson.edu/generalcampus/tupolicies/documents/06-14.00%20Smoke%20Free%20Campus%20Policy.pdf>

It is the responsibility of the employee to visit this website and to read and abide by this policy.

PERSONAL BUSINESS

TELEPHONE USAGE

Because telephones are an integral part of much of TUF's business, it is important that telephone lines be available for that purpose. While personal phone calls are permitted, they should be made or received only when necessary, and be as brief as possible. Personal long distance calls are not to be charged to TUF. If a long distance call is necessary, with approval from a member of TUF's Management Team, you should charge it to your home telephone number or to your personal credit card or calling card, or reimburse TUF for such calls on a monthly basis.

We reserve the right to charge an employee who is making and/or receiving excessive personal telephone calls, and to discipline as necessary.

BEEPER/PAGING/CELL PHONE EQUIPMENT

Any type of this equipment is discouraged unless required by your position at Towson University Foundation, Inc. and/or provided by our Foundation for your use, or specifically allowed by your supervisor or one of the members of TUF's Management Team. At all times, this equipment is to be disabled from audible tones within the establishment, or when meeting with clients.

VISITORS

You should refrain from interrupting your work to attend to personal visitors except in cases of emergency. All visitors must properly check in with the area properly designated for such purposes. At no time are you to perform gratis (free) work for your visitors without the expressed knowledge and approval of your supervisor or one of the members of TUF's Management Team. Additionally, at no time is it appropriate to bring children into the workplace for reasons other than a very brief visit.

ATTENDANCE POLICY

Absenteeism is a costly problem. Among other things, it causes unnecessary overtime, imposes added managerial workloads, disrupts work schedules, causes a breakdown in productivity and leads to low employee morale. It also affects the clients, customers, and referral sources with whom we develop ongoing relationships.

With this in mind, we expect all employees to be at work, that is, at their workstation and ready to work, on time every day. While some absence due to sickness or emergency situations may be beyond your control, we expect good attendance from all employees. Excessive absenteeism can result in disciplinary action up to and including termination.

The following procedure will help to minimize the impact of your absence on TUF's productivity and the business conducted at your location.

a. Advance Notice

If, due to illness or an emergency, you cannot work your shift, you need to notify management as soon as practical PRIOR to your scheduled shift. When you are going to be absent from work, you must personally notify and obtain approval from your supervisor in advance, unless it is physically impossible.

b. Doctor's Certificates

If you incur an absence of three (3) or more consecutive days, you may be required to, upon return to work, present a doctor's certificate with the doctor's own original signature. Medical certificates for lesser periods may be required at the discretion of your supervisor.

c. Failure to Give Notice of an Absence

If you fail to give notice of an absence, unless physically impossible, you may be subject to disciplinary action up to and including termination.

d. Failure to Report to Work

An employee who is absent two (2) consecutive workdays without notice shall be considered as having abandoned his/her job and will be treated as a voluntary resignation from employment.

LATENESS POLICY

If you expect to be late for your scheduled arrival time at work, notify your supervisor of the delay before your starting time. Again, it is your responsibility to notify your supervisor of any lateness.

Tardiness, like absenteeism, causes problems in work schedules and employee morale. Excessive tardiness may also result in disciplinary action up to and including termination.

LEAVING TUF PREMISES DURING BUSINESS HOURS

Except for lunch breaks or Foundation-sponsored off-site meetings, you are expected to remain on TUF premises at your job. If it should be necessary for you to leave TUF premises or your job location during your scheduled work hours, please obtain permission from your supervisor before departing.

HOUSEKEEPING AND WORK AREA APPEARANCE

Maintain facilities or work areas so they are neat, orderly and business-like and working conditions are safe and healthful. You should take pride in the maintenance of your area.

SUPPLIES AND EQUIPMENT

You should make every effort to conserve Foundation materials, printed forms and other supplies. Foundation equipment, such as computers, typewriters and calculators, should be used with care. No property may be removed from the premises without the proper authorization of management. Foundation equipment is not available for personal use. If you lose, break or damage any property, please report it to your supervisor immediately. Misuse and/or destruction of Foundation property may be cause for disciplinary action.

OUTSIDE INQUIRIES & REFERENCES

All outside inquiries about a current or former employee's work record, to include requests for employment references, must be directed to one of the members of TUF's Management Team. No employee, supervisor, or manager of TUF may respond to professional reference requests without the advance approval and guidance of one of the members of TUF's Management Team.

SOLICITATION AND DISTRIBUTION GUIDELINES

In accordance with applicable law, Towson University Foundation, Inc. does not permit the solicitation by one employee of another for any unauthorized purpose while either employee is on working time or in a work area, including the distribution of handbills or other literature. Persons not employed by our Foundation are prohibited from soliciting any employee or distributing literature on Foundation property, at the employee's workstation, or during work time. If you have any information you would like to share with the rest of TUF, please seek authorization from one of the members of TUF's Management Team.

BUSINESS ETHICS

ETHICS

While working at Towson University Foundation, Inc., it is your obligation to maintain a high sense of integrity and honesty in all business practices. You are not permitted to use any knowledge or connections made through your position for personal advantage.

HARASSMENT POLICY

The Foundation is committed to providing a work environment that promotes civil and professional conduct at all times, and that is free of harassment of all types. Towson University Foundation, Inc. maintains a strict policy, which prohibits harassment in any form. Whether committed by managers, supervisors, or employees, harassment of any kind will not be tolerated. Violation of this policy will result in disciplinary action up to and including termination.

Harassment includes, but it is not limited to, verbal, physical or visual contact, which interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment.

If you believe that any of these issues pertain to your employment, please report the incident immediately to one of the members of the Management Team.

Towson University Foundation, Inc. accepts no liability for the harassment of one employee by another, and will not provide legal assistance to an individual accused of harassment should a legal complaint be filed.

SEXUAL HARASSMENT

The Foundation does not tolerate any type of sexual harassment. Some examples of conduct which will be considered sexually harassing include but are not limited to: unwelcome sexual advances, requests for sexual favors, other verbal or physical conduct of a sexual nature, making submission to such conduct a term or condition of a person's employment, making submission to or rejection of such conduct by an employee the basis for employment decisions affecting that employee, or creating an intimidating, hostile or offensive working environment by such conduct with the purpose or result of unreasonably interfering with an employee's work performance.

If you believe that you have been subject to sexual harassment, you should discuss the problem with your supervisor, or one of the members of TUF's Management Team. Towson University Foundation, Inc. will then thoroughly investigate the allegations, while

striving to maintain confidentiality. Any supervisor, agent or other employee who, after appropriate investigation, has been found by TUF to have sexually harassed another employee, will be subject to appropriate disciplinary action, which, depending upon the circumstances as judged by TUF, may result in disciplinary action up to, and including termination of employment. No retaliation will be permitted against anyone making a claim of sexual harassment.

In determining whether alleged conduct constitutes sexual harassment, the Foundation will look at the record as a whole and at the totality of the circumstances, such as the nature of the sexual behavior, the facts particular to the case, and context in which the alleged incidents occurred. In assessing whether a particular act constitutes sexual harassment prohibited under this policy, the standard shall be the perspective of a reasonable person within the University community. The rules of common sense and reason shall prevail.

DEFINITIONS OF SEXUAL HARASSMENT

For the purpose of this policy, the Foundation adapts the sexual harassment definition promulgated by the Equal Employment Opportunity Commission (EEOC).

Unwelcome sexual advances, unwelcome requests for sexual favors, and other behavior of a sexual nature constitute sexual harassment when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment by the Foundation or an individual's participation in a Foundation sponsored program or activity; or
2. Submission to or rejection of such conduct by an individual is used as the basis for academic or employment decisions affecting the individual; or
3. Such conduct by an employee, by a student, or by a third party is sufficiently severe, persistent or pervasive to:
 - a. limit an individual's ability to participate in or benefit from an educational program or activity;
 - b. create a hostile or abusive work environment; or
 - c. have the purpose or effect of unreasonably interfering with an individual's work performance, or of creating an intimidating, hostile, or offensive work environment at the Foundation.

Sexual harassment is a form of illegal gender discrimination. Sexual harassment may occur between people of the same or different genders, as well as between people of the same or different sexual orientation. It may occur among peers. It is especially injurious in relationships characterized by inequality of power, where one party has authority over the

other. Such relationships can be immediate or based upon future expectations, e.g. the need for future evaluations and references.

EXAMPLES OF CONDUCT THAT MAY BE HARASSMENT

Sexual harassment may take many forms. Sexual assault and requests for sexual favors that affect employment decisions constitute sexual harassment. However, sexual harassment may also consist of unwanted physical contact, requests for sexual favors, visual displays of degrading sexual images, sexually suggestive conduct, or offensive remarks of a sexual nature.

Verbal: Offensive conversation, remarks, slurs, commentaries or epithets of a sexual nature; sexual jokes; sexual comments about appearance, clothing, body; comments concerning sexual relations.

Nonverbal: Leering, looking someone up and down, making sexual gestures.

Visual: Displaying sexually oriented or offensive objects, pictures, cartoons, posters or electronic programs & email

Physical: Touching, impeding or blocking movement, any physical interference with normal work or movement, interference with tools or possessions, sexual assault or attempted sexual assault.

COMPLAINT PROCEDURES

Generally, individuals subjected to an incident of sexual harassment should be aware that there are many ways to bring it to the attention of Towson University Foundation and, where proper, obtain redress or protection.

You may report any complaint to your department chair, department director, or supervisor. TUF offers both informal and formal procedures for resolving a complaint of sexual harassment to its employees. A complaint against a student will typically be referred to the Office of Judicial Affairs. For purposes of this policy, "students" include full time and part time students and continuing education students who are currently enrolled at the University.

Complaints shall be retained by TUF in a confidential file, separate from any other personnel or student files. The confidential file should include the name of the Complainant, the name of the person alleged to have violated this policy (the "Respondent"), the nature of the complaint, incident date(s), witnesses and any other information relevant to the incident.

The Foundation is committed to taking appropriate action against persons who violate this

policy, but ultimately, it may not be able to satisfactorily investigate or resolve a particular complaint without the initiative and continuous cooperation of the person who feels injured.

Complaints alleging sexual harassment or retaliation in violation of this policy must be made within one hundred twenty (120) days following an alleged incident of sexual harassment or retaliation. TUF will arrange to speak with the Complainant to discuss whether to resolve the complaint informally or to proceed with formal complaint procedures. The Complainant, the Respondent, witness or any other person involved in the investigation or resolution of a complaint may disclose information only to those persons necessary to the filing, investigation and disposition of the complaint under this policy. Failure to exercise care in the disclosure of information is a violation of this policy and may result in disciplinary action as more particularly provided in this policy.

Allegations of sexual harassment are serious, with potential for great harm if made without justification. Accordingly, it is a violation of this policy for an individual to file a complaint without justification or in bad faith. An individual found to have filed a complaint without justification or in bad faith has violated this policy and will be subject to disciplinary action.

TUF may determine that an employee has violated this policy though no complaint has been filed. The Director shall notify the employee of any such violation(s) in writing and the discipline, if any, to be imposed. The seriousness of the offense and the Violator's past record will be considered when determining what sanction is appropriate.

You are urged to be aware of the seriousness of these matters, and to conduct yourself in a manner that will be a credit to you and TUF.

PERSONAL CONDUCT/CONFLICT OF INTERESTS

You should not be involved in any activity that conflicts or appears to conflict with your Foundation duties and responsibility to provide quality services to our clients and customers.

For example, an employee who makes or receives any payment in exchange for business favors or preferential treatment violates Foundation policy. Such action exposes TUF to potential liability and damages TUF's and the individual's personal honor.

Regardless of the source or value of any gift or favor, an employee and members of the employee's family must decline any gift offered under circumstances indicating or appearing to indicate that its purpose is to influence the employee in the performance of his or her job. Additionally, any gift that might have, or reasonably appear to have, such an effect must be declined.

Gifts of cash in any amount (excluding tips reportable as wages) are expressly prohibited, as well as, but not limited to, any gifts that would be viewed as lavish or expensive by a reasonable person, such as the use of a vacation home or hunting lodge. Employees also must refuse any gifts of nominal value if they are part of a pattern or practice which when

viewed as a whole would be considered lavish or expensive. Such would be the case with a pattern of meals or entertainment.

In addition, employees may not, on behalf of TUF, in connection with any transaction or business of TUF, directly or indirectly give, offer, or promise any gift, bribe, kickback, favor, discount, price concession, loan, service or anything else of value to any individual, business entity, Foundation, governmental unit, public official, political party or other person for the purpose of influencing the action of the recipient. This standard of conduct is not intended to prohibit normal business practices such as providing meals, entertainment, tickets to cultural and sporting events, promotional gifts, favors, discounts, price concessions, gifts given as a token of friendship or special occasion (such as Christmas), so long as they are of nominal and reasonable value under the circumstances and promote TUF's legitimate business development.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of Towson University Foundation, Inc. business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage. No "presumption of guilt" is created by the mere existence of a relationship with outside firms. If employees, however, have any influence on transactions involving purchases, contracts, or leases, it is imperative they disclose to one of the members of TUF's Management Team as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

In applying these policies to specific situations, you should ask yourself: "What action best exemplifies the high regard I have for myself, Towson University Foundation, Inc., and our place within the community?" The foregoing and following guidelines include a variety of subjects, but it is impossible to cover all situations. You must exercise good judgment even when exact regulations or policies are not stated. When in doubt, see your supervisor or one of the members of TUF's Management Team before you act.

DISCLOSURE OF ACTUAL OR POTENTIAL CONFLICTS OF INTEREST

An interested party is under a continuing obligation to disclose any actual or potential conflict of interest as soon as it is known or reasonably should be known.

An interested party may complete a questionnaire, available through the Management Team of TUF, to fully and completely disclose the material facts about any actual or potential conflicts of interest. The disclosure statement may be completed upon his/her association with the Foundation, and may be updated annually thereafter. An additional disclosure statement may be filed at such time as an actual or potential conflict arises.

For board members, the disclosure statements are to be provided to the Executive Vice President of the Foundation.

In the case of staff or volunteers with significant decision-making authority, the disclosure statements may be provided to the Executive Vice President of the Foundation. The Executive Vice President's disclosure statement may be provided to the President of the Board.

The Secretary of the Board may file copies of all disclosure statements with the official corporate records of the Foundation.

Whenever there is reason to believe that an actual or potential conflict of interest exists between the Foundation and an interested party, the Board of Directors may determine the appropriate response. This may include, but not necessarily be limited to, invoking the procedures described herein with respect to a specific proposed action or transaction.

CONFIDENTIAL NATURE OF FOUNDATION RECORDS, LOGS, AND BUSINESS

Treat in strict confidence all information regarding our business and our customers. Towson University Foundation, Inc. maintains confidential records and logs about and for its customers, donors, and employees. Employees with access to records and logs must discuss them only with Towson University Foundation, Inc. employees on a need-to-know basis. They must not be discussed outside TUF at all unless to authorized persons. Additionally, employees must exercise caution not to inadvertently disclose information in public areas such as the reception or other waiting areas, or in front of other employees.

You should make every reasonable effort to safeguard these records and logs and assure that unauthorized persons will not see them. In addition, employees may not divulge any such information to media personnel without prior approval of one of the members of TUF's Management Team.

WORK PRODUCTS ARE FOUNDATION PROPERTY

Due to the nature of our business, all of your work products as well as all other employees' work products are construed as Foundation property. In the event you should leave employment with TUF, it is important that you recognize that you are not authorized to take any of TUF's property with you. This specifically means you may not utilize, for your own or others benefit, any of the forms, policies, or other work products associated with our firm upon separation from employment without prior authorization of one of the members of TUF's Management Team.

CONSULTING AND HONORARIA

If you are asked to consult with others or to speak at a conference as a representative of the Foundation, you must obtain prior approval from the Executive Vice President. All monetary compensation you earn as a representative of the Foundation is to be paid to the Foundation. This includes, but is not limited to, compensation paid for speaking

engagements, written work, and attendance at events.

OUTSIDE EMPLOYMENT

You may accept employment outside of TUF if Towson University Foundation, Inc. determines it will not in any way conflict with your full-time job in TUF. Employment with a competitor is contrary to Foundation policy. If you are a Regular Full-time Employee, before accepting outside employment, you must obtain written approval from one of the members of TUF's Management Team.

OUTSIDE BUSINESS INTERESTS

You may have outside business interests or outside employment so long as it does not interfere with your job performance or otherwise create a conflict of interest or an appearance of a conflict of interest. Improper outside activities include, but are not limited to: working for a competing Foundation or business; using the Foundation's time, facilities or equipment to engage in another business or occupation; engaging in an outside activity which results in you losing time from work, presents the appearance of a conflict, or distracts you from performing satisfactorily.

PERSONAL BELIEFS AND PARTISAN POLITICAL ACTIVITY

The Foundation recognizes that you may hold a wide range of personal beliefs, values and commitments. These beliefs, values and commitments are a conflict of interest only when they prevent you from fulfilling your job responsibilities, if you attempt to use the Foundation's time and facilities for furthering them, or if you continue to attempt to convince others of your personal beliefs after you have been asked to stop.

As an employee of a 501(c)(3) tax-exempt organization, you may not use your organizational authority to coerce or attempt to command or advise another employee to pay or contribute anything of value for political purposes.

ACCEPTANCE OF FEES AND REMUNERATION

Acceptance of any fee or other form of remuneration from clients, suppliers, lenders, landlords, etc. is not permitted unless disclosed and approved by one of the members of TUF's Management Team.

WHISTLE BLOWER POLICY (APPROVED BY THE BOARD OF DIRECTORS 6/3/10)

This Whistleblower Policy of “Towson University Foundation, Inc.”: (1) encourages staff and volunteers to come forward with credible information on illegal practices or serious violations of adopted policies of the Foundation; (2) specifies that the Foundation will protect the person from retaliation; and (3) identifies where such information can be reported.

ENCOURAGEMENT OF REPORTING

The Foundation encourages complaints, reports or inquiries about illegal practices or serious violations of the Foundation’s policies, including illegal or improper conduct by the Foundation itself, by its leadership, or by others on its behalf. Appropriate subjects to raise under this policy would include financial improprieties, accounting or audit matters, ethical violations, or other similar illegal or improper practices or policies. Other subjects on which the Foundation has existing complaint mechanisms should be addressed under those mechanisms, such as raising matters of alleged discrimination or harassment via the Foundation’s human resources channels, unless those channels are themselves implicated in the wrongdoing. This policy is not intended to provide a means of appeal from outcomes in those other mechanisms.

PROTECTION FROM RETALIATION

The Foundation prohibits retaliation by or on behalf of the Foundation against staff or volunteers for making good faith complaints, reports or inquiries under this policy or for participating in a review or investigation under this policy. This protection extends to those whose allegations are made in good faith but prove to be mistaken. The Foundation reserves the right to discipline persons who make bad faith, knowingly false, or vexatious complaints, reports or inquiries or who otherwise abuse this policy.

WHERE TO REPORT

Complaints, reports or inquiries may be made under this policy on a confidential or anonymous basis. They should describe in detail the specific facts demonstrating the bases for the complaints, reports or inquiries. They should be directed to the Foundation’s Vice President or Executive Vice President; if both of those persons are implicated in the complaint, report or inquiry, it should be directed to the President of the Board of Directors. The Foundation will conduct a prompt, discreet, and objective review or investigation. Staff or volunteers must recognize that the Foundation may be unable to fully evaluate a vague or general complaint, report or inquiry that is made anonymously.

COMMUNICATING WITH EACH OTHER

HOW WE KEEP IN TOUCH

We are always looking for new and improved ways to keep communication channels open among our employees. We want you to feel free to tell us about your personal recommendations for improvements, and any problems you may be experiencing on the job.

At Towson University Foundation, Inc., we have many ways in which we communicate with each other, including but not limited to the following:

- ☞ Open Door Policy - Our Foundation has a policy that the door to the offices of each manager is open to all employees. So, if all else fails, and you do not receive a satisfactory solution to a problem, or you do not get the answer as quickly as you think you should under the regular channels, you are welcome to discuss the matter with an appropriate supervisor, or one of the members of TUF's Management Team.
- ☞ Email – So that updated policies, procedures, and other pertinent information can be adequately communicated to all employees, TUF will use its email system to submit important information to everyone. Employees are required to read all posted information. Anyone found removing, defacing, or marking on posted material may be subject to disciplinary action. Each employee will be held responsible for any information that applies to his/her job or the business as a whole.
- ☞ Voice Mail Greeting – It is important that you record a greeting on your individual voice mailbox so callers know if they have reached the right person. Whenever you expect to be out of the office for an extended period of time, it is important to change the greeting to reflect your availability.
- ☞ Meetings – Towson University Foundation, Inc.'s Management Team regularly holds meetings for employees. You are encouraged to participate freely. It will be mandatory to attend all pre-scheduled meetings.

Please take advantage of any or all of these lines of communications to help us maintain our Foundation as an excellent place to work.

PERFORMANCE REVIEWS

Your supervisor, on a periodic basis, may formally review your work performance with you. Although your performance is under review on an on-going basis, the usual practice is for a formal performance review once per year, during the month of your initial employment anniversary, with more frequent discussions during the first year of employment. This formal annual review will take place in a private office location between you and your supervisor, so that the opportunity for discussion exists. More frequent, informal performance reviews may also be conducted throughout your employment. Again, TUF reserves the right to terminate employees whose performance is unsatisfactory at any time. Your work performance will be judged as outstanding, above average, satisfactory, marginal or unsatisfactory.

Outstanding performance may not only increase the amount of pay that TUF may give, it also may enhance your opportunity for promotion to a more responsible position.

MERIT INCREASES

Merit increases in your pay are not automatic. They are based, among other factors, on TUF's evaluation of your job performance and upon the financial position of TUF. All increases are based upon and subject to the overall financial position of TUF, and may be waived or delayed at TUF's discretion. The Foundation generally reviews salaries on an annual basis. Salary reviews do not necessarily coincide with the time frame of the performance review. A salary review does not automatically result in a merit increase. For additional guidance on this matter, please contact one of the members of TUF's Management Team.

PROMOTION AND TRANSFER

It is the policy of TUF to promote from within when possible in our judgment. The most important point is that you should prepare yourself in order to qualify for promotion. First, do the very best you can in your present position and then, through continued education and self-study, develop the skills needed for a higher-level position. Your supervisor may be available to assist you in career planning. Please remember that nothing in this guideline requires TUF to select the successful candidate from among employees who apply for a position. The Foundation reserves the right to consider and accept, in its sole discretion, any applicant from any source for any open position. Additionally, TUF reserves the right to transfer, promote, demote or otherwise assign and classify employees, as it deems appropriate.

TIME AWAY FROM WORK

ANNUAL LEAVE

Regular Full-time Employees of TUF, working regularly at least 30 hours per week, receive Annual Leave. Your length of service determines the amount of Annual Leave you can take during a given calendar year. For your convenience, Annual Leave is available to you in your first year of employment.

ANNUAL LEAVE ELIGIBILITY

Once a Regular Full-time Employee completes his or her 90-day Introductory Period, that employee is permitted to use his/her accrued time of Annual Leave.

There is no provision for Annual Leave for Part-time or Temporary employees.

ANNUAL LEAVE ACCRUALS

Annual Leave is accrued and posted to your leave balance each pay period. An employee begins accruing leave on the 1st day of employment and may utilize accrued leave at any time (after completing 90-day Introductory Period), with supervisory approval. The rate of accrual is based upon the number of years of employment as a regular employee.

Exempt employees may take leave in whole day increments only.

The following schedules reflect accruals for bi-weekly payroll periods:

Regular Full-Time Employees (working regularly 40 hours per week)

<u>Length of Employment</u> <u>Service</u>	<u>Annual Accrual</u> <u>In Days</u>	<u>Accrual Per Pay</u> <u>In Hours</u>
0 – 5 Years	10	3.08
5 – 10 Years	15	4.62
10+ Years	20	6.15

Regular Part-Time Employees (working regularly 30-39 hours per week)

<u>Length of Employment</u> <u>Service</u>	<u>Annual Accrual</u> <u>In Days</u>	<u>Accrual Per Pay</u> <u>In Hours</u>
0 – 5 Years	7	2.15
5 – 10 Years	11	3.38
10+ Years	15	4.62

Employees are not allowed to utilize more leave than they have accrued (i.e. there are no negative Annual Leave balances allowed).

ANNUAL CARRY-OVER

The Foundation allows up to 400 hours of Annual Leave to be carried over from one calendar year to the next. Any Annual Leave accruals in excess of 400 hours on December 31st are forfeited by the employee. Any carried-over balance remaining at the end of the following calendar year will be forfeited, unless you were unable to utilize the Annual Leave due to TUF's business circumstances.

PAYOUT OF ANNUAL LEAVE UPON TERMINATION

Provided the employee gives at least two weeks' advance notice of voluntary resignation, and is in good standing with the Foundation, the employee will be paid for all accrued and unused Annual Leave. Payout of accrued and unused Annual Leave will occur with the next regularly scheduled payday following the last day of employment.

Any negative Annual Leave balances that may have been incurred by individuals will be deducted from the employee's final pay, to the extent allowable by law.

SCHEDULING OF ANNUAL LEAVE

Towson University Foundation, Inc. takes into account adequate staffing needs, the number of accrued Annual Leave hours of the employee, number of requests by other employees, and advance notice. During peak annual periods, time off may be limited. Normally, Annual Leave requests are on a first come, first serve basis, and must be submitted in writing to the Department Manager for approval. A minimum of one (1) week's notice is required for all planned Annual Leave requests. Requests for days off are subject to approval and may not be approved should staffing requirements not be met.

No one is permitted to take Leave Without Pay if there is an accrued and unused Annual Leave balance available. All accrued and unused Annual Leave must be utilized prior to requesting Leave Without Pay. Leave Without Pay may only be approved by the Executive Vice President of TUF, and will only be afforded under certain circumstances.

The Foundation's Bookkeeper is the individual in TUF who is responsible for tracking all Leave utilization.

SICK LEAVE

Regular Full-time Employees of the Foundation accrue Sick Leave on a per pay basis at the rate of 4.62 hours per pay period. Sick Leave may be utilized for your own illness, or to attend to an immediate family member's illness. Sick Leave continues to accrue to a maximum Sick Leave balance of 1,040 hours. On December 31st of each calendar year, all Sick Leave balances in excess of 1,040 hours are forfeited. There is no provision for payout of accrued and unused Sick Leave in the event of separation from employment. You must exhaust all Sick Leave balances when on an approved Medical Leave of Absence before going into a Leave Without Pay status. If you utilize Sick Leave for three or more consecutive workdays, the Foundation reserves the right to request a doctor's certification of your or your family member's illness that required your absence from work.

PERSONAL LEAVE

The Foundation provides Regular Full-time Employees up to three (3) days of Personal Leave per calendar year (see schedule below). Individuals who were employed for only a partial calendar year may receive eligibility to utilize Personal Leave on a pro-rated basis. There is no provision for payout of any accrued and unused Personal Leave in the event of separation from employment. Personal Leave days are not eligible to be carried over into subsequent calendar years.

Hire Date:	January 1 to April 30	3 days
	May 1 to August 31	2 days
	September 1 to December 31	1 day

OBSERVED FOUNDATION HOLIDAYS

Towson University Foundation, Inc. is closed in recognition of the following holidays:

- New Year's Day
- Martin Luther King Jr.'s Birthday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day & Day after Thanksgiving Day
- Christmas Day

Additionally, the Foundation observes three (3) Floating Holidays that may be utilized on or after any of the following national holidays:

- President's Day
- Veterans' Day
- Columbus Day

Regular Full-time Employees (those who regularly work 40 + hours per week) are paid for all observed Foundation holidays provided they work, or are paid continuously up to, both the scheduled workdays before and after the holiday. If you are on paid Annual Leave and a recognized paid holiday falls during your paid Leave time, the holiday will not be counted against your Annual Leave balance. Regular Full-time employees required to work on a day that Towson University Foundation, Inc. is closed due to a holiday may opt for a Floating Holiday to be taken within 30 days after the Holiday, with prior approval from their manager. Non-exempt regular full-time employees may opt to be paid double time in lieu of a floating holiday.

Regular Part-time Employees (those who regularly work 30 – 39 hours per week) will be paid at two (2) times their regular rate of pay for hours actually worked on a scheduled holiday, without respect to the number of hours they are regularly scheduled to work in one workweek. Regular Part-time Employees who are regularly scheduled to work on a day Towson University Foundation, Inc. is closed due to a holiday (but do not work the holiday) will be paid their regular rate of pay for the holiday, without respect to the number of hours they are regularly scheduled to work in one workweek. No holiday pay is earned or paid for Regular Part-time Employees who are not normally scheduled to work the day the holiday is observed and do not work the day the holiday is observed.

Regular Part-time Employees (those who regularly work less than 30 hours per week) are not eligible for holiday pay. However, as a courtesy to these employees, if they are asked to work on a day that a holiday is observed, they too will be paid at two (2) times their regular rate of pay for hours actually worked on a scheduled holiday, without respect to the number of hours they are regularly scheduled to work in one workweek.

BEREAVEMENT LEAVE

Regular Full-time Employees are eligible for paid leave in the event of a death in the family. In case of death in your immediate family or if you are the executor of the bereavement activities, you are eligible to take up to three (3) days of bereavement leave. Additional leave, or leave due to the death of a non-immediate family member, may be taken as either paid Annual Leave, Personal Leave or leave without pay.

Members of the immediate family will be limited to the following relatives of the employee: spouse, children (step-children), mother, father, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-parents, grandparents, grandparents-in-law and grandchildren, or those for whom you are a legal guardian.

Your supervisor may require verification of death and how you are related to the deceased.

JURY DUTY

The Foundation recognizes the need for all employees to discharge their civic

responsibilities when called upon for jury duty or when subpoenaed.

While on jury duty or when appropriately subpoenaed as a witness, Regular Full-time Employees and Regular Part-time employees who are regularly scheduled to work at least 20 hours per week will be permitted to be absent without loss of pay or charge to any leave for the day(s) of jury service and without regard to any amounts paid to you by the courts for your jury service. Documentation for each day served must be provided in order to receive pay for the day.

- a. When you receive a call to jury duty or when subpoenaed as a witness, you shall immediately report this information to your supervisor, and show the summons. This is necessary to enable TUF, if necessary (in the interest of operational efficiency), to attempt to have the court reschedule your jury duty or, when subpoenaed as a witness, assignment.
- b. If you are excused from jury duty or from your subpoena assignment as a witness prior to your normal quitting time, you must call your supervisor, who will advise you whether to report to work.
- c. If you are excused for any full day during jury duty or subpoenaed service as a witness, you must report for work on that day.

VOTING

Towson University Foundation, Inc. routinely expects you to vote either before or after your work schedule.

FAMILY AND MEDICAL LEAVE

In recognition of the Family and Medical Leave Act passed by the United States Congress in February 1993, Towson University Foundation, Inc. does comply with the notice requirements established by this act. As a result, eligible employees can likewise request the special Family/Medical leave according to the guidelines established within this Act. The following describes the details of this Family/Medical Leave.

You may be eligible for Family/Medical Leave if you, at the time leave is requested/required, have worked for the Foundation for at least 12 months AND have worked at least 1,250 hours during the twelve month period immediately before seeking this leave. If you satisfy these requirements, you may be able to take up to 12 weeks of Family/Medical Leave during our “family and medical leave year” on a continuous, intermittent or reduced leave schedule basis. Family/Medical Leave may be available for you in the following circumstances:

1. For the birth of a child to you or your spouse;

2. For the adoption of a child by you or your spouse;
3. When it is medically necessary for you to care for a child, spouse, or parent with a serious health condition; or
4. When medically necessary because of your own serious health condition.

Your Family/Medical Leave year will begin on the day you first take Family/Medical Leave, and ends one year later. For example, if you first use Family/Medical Leave on September 14, your family and medical leave year will begin on that date and end on September 13 of the following year.

Before you may take any unpaid Family/Medical Leave, you must use all of your accrued paid (Vacation, Sick, Personal) leave. Paid leave used in this manner will be counted as part of your 12 week of Family/Medical Leave. Thereafter, you will be permitted to take any remaining leave for which you are eligible on an unpaid basis up to the maximum of 12 weeks in a family and medical leave year.

Where your need for Family/Medical Leave is foreseeable, you must provide the Foundation with notice of your intent to take leave at least 30 days before the leave is to begin. Where the need for leave is not foreseeable, you must provide the Foundation with notice of your intent to take the leave as soon as practicable. Failure to provide the Foundation with timely notice can result in a denial of your request for leave until 30 days after appropriate notice has been given.

When you make a request for Family/Medical Leave, the Foundation will require certification that the leave is necessary on a form that will be provided to you. The Foundation reserves the right to verify this certification by obtaining alternative medical opinions at our expense and in our discretion. The Foundation also reserves the right to require re-certification of the need for the leave during the leave period as well as reports on your status and intention to return to work. When your Family/Medical Leave ends, the Foundation will require you to obtain appropriate certification that you are able to resume work as a condition of your return to work. Failure to provide us with timely certifications or reports as requested can result in a delay in the authorization to take the leave or its cancellation.

Your health and certain other benefits will continue while you are out on Family/Medical Leave. If you are paying a portion of these benefits, you must make arrangements with the Foundation Bookkeeper to continue payments during any extended periods of leave. Additionally, you will not accrue seniority or benefits while you are out on an unpaid Family/Medical Leave.

When you return from Family/Medical Leave, you will be placed in the job you had when you began your leave or in a substantially equivalent position. Please remember that you must supply the Foundation with the required certification before you will be permitted to work.

Towson University Foundation's Family/Medical Leave policy complies with federal laws and regulations as well as other applicable laws that provide for certain obligations and restrictions on both you and the Foundation. We cannot detail all of these provisions here. If you believe you may be entitled to a Family/Medical Leave, please contact the Director of Finance for further information and the appropriate forms.

LEAVES OF ABSENCE FOR NON-FMLA LEAVE

A leave of absence is an absence in excess of ten (10) working days, authorized in writing by one of the members of TUF's Management Team, with or without pay, but without loss of certain benefits, which may be granted an eligible employee. Leaves of absence are granted under certain circumstances, at the discretion of TUF, without loss of Foundation service.

To be eligible for authorized leave, you must be classified as a Regular Full-time Employee with at least six (6) months of continuous service, with the exception of military leaves of absence.

The specific requirements, provisions and benefits will vary between the types of leave. Thus, it is essential that you discuss your needs with your supervisor as soon as you believe that you may require a leave of absence. The general conditions for all leaves of absence are:

- a. You will most likely be replaced, as TUF must continue to function. Thus, you are not guaranteed that your job or any job will be available when you are ready to return.
- b. All earned and unused paid Annual Leave time, must be used first before taking any unpaid leave. If you begin leave during one year and the leave ends the following year, you must return to work before you can earn Annual Leave for the new calendar year.
- c. You may continue some benefit plans by paying the premiums yourself.
- d. Should you fail to return from a leave, or if you accept other employment during a leave, you will be terminated. Please notify one of the members of TUF's Management Team if you are not planning to return.
- e. You must contact one of the members of TUF's Management Team as soon as you know when you will be able to return from your approved leave in order to allow time to attempt to place you. Once your leave expires, you have sixty (60) days to find another appropriate position. At the end of sixty (60) days, you will be terminated if you have not been placed in another position. In order to secure placement, you need to work closely with one of the members of TUF's Management Team and your supervisor.

- f. You must return from leave as soon as the purpose for which the leave was granted has been accomplished (such as your doctor certifies physical ability to return to work from medical leave).
- g. Any request for a leave of absence extension must be coordinated and approved by one of the members of TUF's Management Team.

MEDICAL LEAVES OF ABSENCE

Medical leaves may be granted as soon as it is determined that an employee is medically unable to work for a period of eight (8) days or more. The Foundation reserves the right to obtain an opinion from a physician of our choice if it is deemed that circumstances warrant a review, and is permitted by applicable law. An employee must contact the supervisor and one of the members of TUF's Management Team prior to going on medical leave. The employee must use earned sick days for the first seven (7) days. If no sick time is available, the employee must use either earned personal or vacation days.

An employee who has been certified able to return to work must contact one of the members of TUF's Management Team and the supervisor prior to returning.

The employee will need to provide to one of the members of TUF's Management Team a doctor's note authorizing return to work. The Foundation reserves the right, in accordance with applicable law, to obtain an opinion from a physician of our choice when it is deemed that circumstances indicate an employee on leave may not be ready to return to work.

If any employee is on an approved Medical Leave of Absence and a holiday occurs during the leave period, the holiday is paid as follows:

- 1) If the employee is being paid Annual Leave time continuously and the paid time falls the day before and the day after the Holiday, the employee is paid their full daily rate of pay.
- 2) If the employee is on leave without pay prior to and following the recognized holiday, the employee is not paid for the holiday.

MILITARY LEAVES OF ABSENCE

It is our policy to encourage and assist all employees in the performance of their military obligations. Appropriate leaves will be granted for both training and extended active duty, in accordance with applicable law. The specific aspects of a military leave may be complicated, so please discuss the potential need for a leave with one of the members of TUF's Management Team as early as possible. Any request (including summer camp) must be accompanied by a set of orders.

Regular Full-time Employees may take up to two (2) weeks' leave of absence each year when required to participate in a mandatory two-week training program. If you have one (1) year of service with TUF, TUF, for one (1) of these two (2) weeks, will make up the difference between your gross military pay and your regular rate of pay. Additional time may be taken without pay. You may also, but are not required to, use Annual Leave for military training.

OTHER LEAVE WITHOUT PAY

Other leave without pay may be granted at the discretion of TUF for specific purposes (usually a family emergency), other than medical or military.

ACCIDENTS OR ILLNESS ON THE JOB

An employee injured on the Foundation premises must report the injury to the immediate supervisor within two (2) hours, unless physically unable due to an emergency. You will be required to complete reports of injury for Workers' Compensation purposes. You should also notify management of the injury as soon as possible, but no later than one day following the injury, unless physically unable due to an emergency. Seek medical treatment as needed and inform the provider whether it is a work-related injury.

TERMINATION FROM EMPLOYMENT

VOLUNTARY RESIGNATION

If you contemplate resigning from TUF, please consult your supervisor to explore possible ways to prevent your departure. Often, seemingly insurmountable problems can be resolved, or lessened, to the point where you are able to remain with TUF.

If you decide you must resign, you are expected to give at least two (2) weeks notice in writing, but are not required to provide advanced notice. The Foundation will appreciate the opportunity to make arrangements to cover the vacancy created by your departure. Upon termination, you will be paid on the regular pay date all wages earned in the course of your workweek. Inadequate notice makes you ineligible for rehire. You should give your scheduling manager a signed, written notice of your intention to resign as soon as you have made the decision.

The final paycheck may be a physical check. Departing employees who utilized direct deposit may not receive the final monies due via direct deposit.

EXIT INTERVIEW

You will be scheduled for an exit interview, and be asked to complete a form upon termination. In your exit interview you will be able to discuss the reasons for your leaving and to coordinate benefits for which you may be eligible for continuation following separation from employment at Towson University Foundation, Inc. Exit interviews are conducted confidentially to provide Towson University Foundation, Inc. necessary data upon which we may base future managerial decisions. We encourage you to take the opportunity to render your opinions on your employment experience with one of the members of TUF's Management Team at any time, but particularly at the time you leave employment.

RETURN OF FOUNDATION PROPERTY

Keys, forms, office supplies, all Foundation material, Foundation credit cards, keys, PDAs, Foundation cell phone(s), computers, computer software, disks, and any other property belonging to Towson University Foundation, Inc. – including all copies of work products produced while in employment with Towson University Foundation, Inc., and all copies of software that may have been installed on your home computer system – must be returned no later than your final day of active employment with Towson University Foundation, Inc. The Foundation reserves the right to seek and recoup the costs of material not returned to Towson University Foundation, Inc. upon separation from employment, including the costs of reasonable attorneys' fees should legal action be required. Of course, in order to protect

your valuables, if you leave employment, Towson University Foundation, Inc. asks you to remove all personal property from the premises prior to your last day of work.

DEATH

In case of your death, the proceeds of any applicable benefit plans will be paid as designated therein. Your salary will be paid through the pay period in which your death occurs, as well as any remaining accumulated Annual Leave due you during the year of your death.

RE-EMPLOYMENT

Former employees who resigned in good standing may be eligible for rehire, provided TUF determines their qualifications are suitable for the vacant position sought.

COBRA CONTINUATION COVERAGE FOR HEALTH BENEFITS PLANS

COBRA ELIGIBILITY AND RIGHTS

On April 7, 1986, a Federal law was enacted (Public Law 99-272), Title X) requiring that most employers sponsoring group health plans offer employees and their families the opportunity for a temporary extension of health coverage (called “continuation coverage”) at group rates in certain instances where coverage under the plan would otherwise end. This section of the Guide is intended to inform you in a summary fashion of your rights and obligations under the continuation coverage provisions of the law. Both you, and if you are married and your spouse is covered by the plan, your spouse should take time to read this passage of the Guide carefully.

If you are employed by an employer and are covered by the employer’s group health plan (called “the plan” in this notice), you have the right to choose continuation coverage if you lose your group health coverage because of a reduction in your hours of employment or the termination of your employment (for reasons other than gross misconduct on your part).

If you are the spouse of an employee and you are covered by the plan, you have the right to choose continuation coverage for yourself if you lose group health coverage under the plan for any of the following four reasons:

1. The death of your spouse;
2. A termination of your spouse’s employment (for reasons other than gross misconduct) or a reduction in your spouse’s hours of employment with the Employer;

3. Divorce or legal separation from your spouse;
4. Your spouse becomes entitled to (that is, covered by) Medicare.

In the case of a covered dependent child of an employee, he or she has the right to choose continuation coverage if group health coverage under the plan is lost for any of the following five reasons:

1. The death of the employee;
2. The termination of the employee's employment (for reasons other than gross misconduct) or a reduction in the employee's hours of employment with the employer;
3. The employee's divorce or legal separation;
4. The employee becomes entitled to (that is, covered by) Medicare;
5. The dependent ceases to be a "dependent child" under the plan.

Under the law, the employee or a family member has the responsibility to inform the Plan Administrator of a divorce, or a legal separation, or of a child losing dependent status under the plan, within 60 days of the event. The Employer has the responsibility to notify the Plan Administrator of the employee's death, termination, reduction in hours of employment, or Medicare entitlement. (Similar rights may apply to certain retirees, spouses, and dependent children if the Employer commences a bankruptcy proceeding and these individuals lose coverage.)

When the Plan Administrator is notified that one of these events has happened, the Plan Administrator will in turn notify you that you have the right to choose continuation coverage. Under the law, you have at least 60 days from the date you would lose coverage because of one of the events described above to inform the Plan Administrator that you want continuation coverage.

If you do not choose continuation coverage, your group health insurance coverage will end.

If you choose continuation coverage, the employer is required to offer you coverage which, as of the time coverage is being provided, is identical to the coverage provided under the plan to similarly situated employees or family members. The law requires that you be afforded the opportunity to maintain continuation coverage for 36 months unless you lose group health coverage because of a termination of employment or reduction in hours. In that case, the required continuation coverage period is generally 18 months. These 18 months may be extended for affected individuals to 36 months from the termination or reduction in hours of employment if other events (i.e., the employee's death, divorce, legal separation, or Medicare entitlement) occur during the original 18-month period. In no event will continuation coverage last beyond 36 months from the date of the event that originally made an individual eligible to elect coverage. The COBRA beneficiary must pay the entire

premium for the COBRA coverage. The amount of such premium is 102% of the premium payable for an active employee, subject to the coverage desired.

The 18 months may be extended to 29 months if an individual is determined by the Social Security Administration to be disabled (for Social Security purposes) as of the termination or reduction in hours of employment or during the 60 day period thereafter. To benefit from this extension, you must notify the Plan Administrator of that determination within 60 days and before the end of the original 18-month period. The affected individual must also notify the Plan Administrator within 30 days of any final determination that the individual is no longer disabled. The premium for COBRA beneficiaries who qualify for the extension is 150% of the entire premium for an active employee. The extended premium will be paid from the 19th through the 29th month of COBRA coverage.

However, the law also provides that your continuation coverage may be cut short for any of the following five reasons:

1. The Employer no longer provides group health coverage to any employees;
2. The premium for your continuation coverage is not paid on time;
3. You become covered under another group health plan that does not contain any exclusion or limitation with respect to any pre-existing condition you may have;
4. You become entitled to (that is, covered by) Medicare; or
5. You extended coverage for up to 29 months due to your disability and there has been a final determination that you are no longer disabled.

Children born to or placed for adoption with a covered employee or a new spouse due to a recent marriage will have the right to elect COBRA continuation coverage provided the event happened during a continuation coverage period. You must notify your Employer within 31 days of the event of your desire to add your newly acquired dependent(s) to the COBRA plan.

You do not have to show that you are insurable to choose continuation coverage. However, continuation coverage under COBRA is provided subject to your eligibility for coverage. The Plan Administrator reserves the right to terminate your COBRA coverage retroactively if you are determined to be ineligible.

Under the law, you have to pay the entire premium for your continuation coverage. There is a grace period of at least 30 days for payment of the regularly scheduled premium.

If there are any changes to your marital status, you or your spouse's address(es), or the dependent status of any of your children under the plan, please notify the Plan Administrator immediately.

Please note that this Notice is merely a summary of a federal law designed to provide continuation coverage in the event you or a family member loses coverage under a group

health plan. This notice is not intended to inform you about any details of the plan. You should refer to your copy of the plan's Summary Plan Description, or request a copy of it or of the plan's governing document, for such details.

COBRA NOTIFICATION PROCEDURES

Within 14 days of your separation from employment (or the "qualifying event date"), we are to notify you or our COBRA administrator group of your qualifying event, which triggers COBRA notification. The third party COBRA administrator will notify you formally of your COBRA rights within 30 days of its knowledge of your eligibility for COBRA coverage.

If you have not received your COBRA notification letter and election package within a reasonable time period, please contact one of the members of TUF's Management Team to ensure that we have a proper forwarding address on file.

If you have any questions about COBRA or the plan, please contact one of the members of TUF's Management Team.

YOUR BENEFIT PROGRAM

Please refer to the current benefits literature for more detailed descriptions of our current benefits plans. A brief summary of plans is included in this section.

FOUNDATION SERVICES AND CONVENIENCES

In addition to the regular paycheck you receive for working at our Foundation, we offer formal plan benefits, services and conveniences to help provide protection and assistance for you and your family. The value you and your family receive from these benefits and services is really part of your total compensation provided by our Foundation.

The following pages review some of TUF's benefits and a number of other services and conveniences our Foundation offers you in recognition of your value to TUF. Please be aware that TUF may change the formal plan benefits described below without prior notice, and the formal plan documents will govern. For specific details regarding costs, benefit maximums, covered and non-covered services, and related questions, please contact one of the members of TUF's Management Team.

VOLUNTARY MEDICAL & DENTAL BENEFITS

Towson University Foundation, Inc. offers medical and dental benefits to all Regular Full-time Employees who are regularly scheduled to work 40 hours per week, and to all Regular Part-time Employees who are regularly scheduled to work 30 hours or more per week. Eligibility for enrollment begins on the first of the month following 90 calendar days of employment. The benefits are generally provided through TUF's group health plan. For details on your medical and dental coverage, please see a member of TUF's Management Team.

EMPLOYEE CONTRIBUTIONS

Eligible employees electing coverage may be required to contribute toward the premiums of the Medical Insurance plan. Employees interested in enrolling into the Dental Insurance plan will be 100% responsible for paying for the dental insurance premium. The amount to be contributed will depend on whether you select the medical and/or dental insurance benefit, and whether you select individual, employee & spouse, employee & child(ren), or family coverage under the plans. These employee contributions are deducted from your pay. Please consult one of the members of TUF's Management Team for the current employee premium contribution.

SECTION 125 PLAN

All health benefits are covered under a Section 125 Plan, which allows all employee payroll deductions for these benefits to be pre-tax.

RETIREMENT PLANS

The Foundation offers two (2) retirement plans: a Defined Contribution Retirement Plan, also referred to as DCRP, (employer contributions only) and a Tax Deferred Annuity, also referred to as TDA, (employee contributions only). Employees who meet the eligibility requirements may, and are encouraged to, participate in the Foundation's retirement plans.

DEFINED CONTRIBUTION RETIREMENT PLAN (DCRP):

Who is eligible?

Eligible employee means all employees who work at least 1,000 hours in a consecutive twelve (12) month period.

When do employees become eligible?

If you are an eligible employee, you will begin participation in the DCRP on the first of the month after you complete six (6) months of service at The Foundation.

What contributions will be made?

When you begin participation in the plan, contributions will be made automatically to the funding vehicles that you've chosen. The contributions are based on a percentage of your compensation, according to the schedule shown below. If you participate in the plan for only a part of a year, your allocation will be based on the portion of compensation earned during the period in which you participate.

Plan Contributions as a percentage of Compensation

<u>From</u>	<u>To</u>	<u>By The Foundation</u>
7/1/2002	Until Further Notice	7.25%

Compensation means the amount paid to you by the Foundation that must be reported as wages on your Form W-2, including amounts deferred pursuant to Section 125 or Section 403(b) of the Code.

TAX DEFERRED ANNUITY (TDA) PLAN:

Who is eligible?

All eligible employees of the Foundation may participate in the TDA plan. Eligible employee means all employees, other than full-time students, who normally work more than twenty (20) hours per week.

When do employees become eligible?

If you are an eligible employee, you may begin participation in this plan immediately upon employment at the Foundation. To participate in the plan, you must complete the enrollment forms, as well as a Salary Reduction Agreement, and return them to the Foundation.

Participation in the plan is voluntary. You are not required to join the plan. If you decide to participate in the plan, you will continue to be eligible for the plan until (a) you cease to be an eligible employee, (b) the plan is terminated, or (c) you stop contributing to the plan, whichever occurs first.

What contribution will be made?

To participate you must enter into a written salary reduction agreement with the Foundation. Under the agreement, your salary paid after the agreement is signed is reduced and the amount of the reduction is applied as premiums to one or more of the funding vehicles you select that are available under this plan. You may terminate your salary reduction agreement at any time. Your ability to modify your agreement may be subject to such reasonable restrictions as established by the Plan Administrator. The salary reduction agreement will be legally binding and irrevocable with respect to salary paid while the agreement is in effect. A Salary Reduction Agreement must be in effect before deferrals will be made.

Participants cannot exceed the maximum contribution limits imposed by the IRS. TIAA/CREF will make those calculations for the Foundation on an annual basis. Participating employees are fully vested in the plan immediately.

Eligible employees contributing to the TDA plan may do so through pretax payroll deductions.

Refer to your copy of the Summary Plan Description for further clarification.

VOLUNTARY SHORT TERM DISABILITY:

Below is a brief overview of your plan of benefits.

Who is eligible?

All eligible employees of the Foundation may participate in the Voluntary Short Term Disability plan. Eligible employee means all employees, other than full-time students, who work at least thirty (30) hours on a weekly basis (1,560 hours per year).

Benefit Schedule

1st Day Accident, 8th Day Sickness, 13 Week Maximum Duration

The employee must use earned sick days for the first seven (7) days. If no sick time is available, the employee must use either earned personal or vacation days.

You select a weekly benefit amount ranging from \$100 to \$750 per week in \$50 increments not to exceed 60% of basic weekly income. Basic weekly income means the weekly compensation you earn from your normal occupation with your employer.

*The amount paid to you may be reduced by other income amounts and any income you earn or receive from any form of employment. Some disabilities may not be covered under this plan.

Elimination Period = Ninety (90) days after the date disability begins.

Waiting Period:

If you are in an eligible class on or before the plan effective date: ninety (90) days

If you are entering an eligible class after the plan effective date: ninety (90) days

*effective date of coverage is July 1, 2001

Cost of Coverage:

This coverage is voluntary and is select and paid by you, the employee according to your age and salary. A Voluntary Short Term Disability Monthly Premium Cost schedule was given to you with your benefits package. Please refer to that schedule for your premium cost.

LONG TERM DISABILITY:

Below is a brief overview of your plan of benefits.

Who is eligible?

All eligible employees of the Foundation may participate in the Long Term Disability plan. Eligible employee means all employees, other than full-time students, who work at least thirty (30) hours on a weekly basis (1,560 hours per year).

Benefit Percentage – 60%

Maximum Payment Amount = \$6,000.00 per month*

*The amount paid to you may be reduced by other income amounts and any income you earn or receive from any form of employment. Some disabilities may not be covered under this plan.

Minimum Payment Amount = the greater of:

\$100.00; or
10% of your gross disability payment you receive from this plan

The Long Term Disability carrier may apply all payments to you toward overpayments.

Elimination Period = Ninety (90) days after the date disability begins.

Waiting Period:

If you are in an eligible class on or before the plan effective date: ninety (90) days
If you are entering an eligible class after the plan effective date: ninety (90) days
*effective date of coverage is July 1, 2001

Cost of Coverage:

Your Employer pays 100% of the cost of your coverage.

The information cited above is not the actual contract. Benefits may vary by individual. For complete details, refer to your copy of the Group Disability Certificate of Coverage, which should have been given to you upon enrollment in this insurance program.

BENEFIT OPTIONS UPON TERMINATION

An employee terminating employment with the Foundation, voluntarily or not, is entitled to the following benefits:

- Conversion of medical insurance to individual or family coverage if the employee qualifies under COBRA (see earlier section) and

- Vested funds in the Foundation’s Defined Contribution Retirement Plan (DCRP) and the Tax Deferred Annuity (TDA) Plan.

Long Term Disability – your coverage under this plan will end on the earliest of the following:

- the date the policy or plan terminates
- the date you are no longer in an eligible class
- the date your class is no longer eligible for coverage
- the last day for which premium for your coverage has been paid, subject to the grace period
- the date you cease active employment due to a labor dispute, including but not limited to, strike, work slowdown, or lockout
- the date you cease active employment with the employer, unless you are disabled or on an approved layoff or leave of absence.

(If your employment ends and you are retired by the same employer within one year, previous employment will be applied in an eligible class toward completing the waiting period.)

Since employment with the Foundation is “at will,” employees may resign at any time, but are requested to give at least two weeks written notice.

WORKERS’ COMPENSATION

If you are injured or become ill as a result of your work, you may be eligible to receive insurance benefits as provided under the State Workers' Compensation Act. Our Foundation pays all costs of providing this insurance protection. If you are injured or become ill as a result of your work, you should seek medical attention at once, report the injury to management immediately, and observe further procedures as dictated by TUF’s Workers’ Compensation insurance protection. It is important that you report within two (2) hours, to your immediate supervisor, any accident or injury that occurs on the job or that you believe is job-related.

UNEMPLOYMENT COMPENSATION

Our Foundation contributes, under the applicable State Unemployment Compensation Act, to insurance funds that may provide you with income in the event you become laid off and/or unemployed through no fault of your own. As an employee, you pay no part of the fund that provides you with this benefit -- the entire cost is paid by TUF.

Should you become unemployed through no fault of your own, contact your local State Unemployment Office. If there is no other work available for you, and you qualify for unemployment benefits, these benefits will be paid directly to you by the state.

SOCIAL SECURITY (FICA)

Social Security is a benefit to all employees with responsibility for contributions shared by TUF and you as an employee. Your share is deducted from your wages each pay period. The Foundation makes a similar contribution and sends the total (employer and employee) payment to the District Director of the Internal Revenue Service. Social Security payments made by TUF are not subject to federal or state income tax payments by you.

IN CONCLUSION

We are very pleased to have you on board with us as an employee of Towson University Foundation, Inc. If at any time you have questions about your employment or about these policies in general, please feel free to contact one of the members of TUF's Management Team. Best wishes for success with our Foundation.

ACKNOWLEDGEMENT OF HANDBOOK (EMPLOYEE’S COPY)

I hereby acknowledge the Towson University Foundation, Inc. *Guide to Employment and Benefits*, and I understand that I am expected to become familiar with its contents. I understand a copy of this Guide is available on-line at www.towson.edu.tufoundation. I understand that this Guide is provided for informational purposes only, and is not a contract of employment between TUF, and myself nor does anything in this Guide constitute a guarantee of any benefit. I also understand that:

- Certain of the policies, procedures, and formal plan benefits in this Guide are governed by formal written documents, which are on file with the Management Team of TUF.
- If there is any conflict between the information in the Guide and the formal written documents, the contents of the plan documents and contracts will govern.
- The Foundation may change the policies, procedures, practices, and formal plan benefits described in this Guide without prior notice to me, and that these changes will govern.
- This Guide supersedes any and all prior Guides, handbooks, policies, procedures and practices concerning the matters addressed in the Guide.

Moreover, I understand that my employment with TUF is “at will,” and that I may end my relationship with TUF with or without notice, and with or without cause, at any time, and TUF reserves the right to do the same.

I expressly allow Towson University Foundation, Inc. to deduct from my last pay any negative amount of paid leave to the extent allowable by law, and I agree to repay any balances owed in excess of this amount within 30 days of termination of employment.

Signature: _____

Printed Name: _____

Date Signed: _____

This receipt is your copy, and should remain a part of your Guide.

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Signature: _____

Printed Name: _____

Date Signed: _____

This receipt should be executed and should be given to a TUF Management Team member to remain a part of your personnel file.