



Personnel Policies and Employee Handbook

RECOMMENDED BY ADMINISTRATIVE OVERSIGHT COMMITTEE
TO TPE BOARD 7/9/12

Approved by:

Board: Jack Kussmaul, President

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A Note about our Employee Policy Handbook

The Prairie Enthusiasts, Inc. has adopted this handbook as a guide to both new and current TPE employees about policies, work rules, and benefits enjoyed by TPE employees. The policies and procedures stated in this handbook apply to all employees unless specifically stated in the handbook.

These policies, guidelines, and benefit descriptions, as well as other written or verbal communications, do not represent or create contractual terms of employment, an agreement of employment for a definite period of time, or a warranty of benefits. Employment is at-will, which means that either TPE or any employee may terminate the employment relationship at any time, for any reason. These policies do not alter the at-will employment relationship between TPE and its employees.

All personnel policies, procedures, and practices are subject to amendment and change at any time, without advance notice, at the discretion of TPE's Board of Directors. Any such changes will be communicated to its employees.

This handbook supersedes and replaces any past Employee Policy Handbooks that may exist.

Welcome to TPE

The Prairie Enthusiasts, Inc. (TPE) is a grass-roots membership corporation organized as a 501(c)(3) nonprofit. Our mission is to ensure the perpetuation and recovery of prairie, oak savanna, and other associated ecosystems of the Upper Midwest through protection, management, restoration, and education. In doing so, we strive to work openly and cooperatively with private landowners and other private and public conservation groups.

As a staff member, you will have the opportunity to learn, contribute and grow professionally. TPE recognizes the importance of each employee's contribution to the organization. These contributions are most effective when all staff members work together as a team. The team's goal is to provide the best service possible. Your loyalty and dedication to further the reputation and integrity of TPE are very important.

As an employee of TPE, we hope you find your employment to be enjoyable, challenging and rewarding.

Recruitment

Equal Employment Opportunity

The policy and intent of TPE are to provide equal employment opportunity to all persons regardless of race, color, religion, national origin, marital status, political affiliation, sexual orientation or gender identity, disability, sex or age, or other status protected by law.

Employees are selected based on ability or assessed potential to meet the specific job-related requirements as stated in the job description as well as the needs of TPE.

ADA Compliance

TPE welcomes applications from people with disabilities and will comply with the Americans with Disabilities Act (ADA) of 1990. Examples of compliance include:

- Considering staff, board and volunteers with disabilities for hiring and promotion using the same criteria that are used for the hiring and promotion of staff, board and volunteers without disabilities.
- Making scheduling and other adjustments to reasonably accommodate staff, board and volunteers with disabilities.
- Informing staff, board and volunteers that discrimination against individuals with disabilities employed by TPE is prohibited.

Full-time and Part-time Vacancies

When a new position is developed or an existing position becomes vacant, the Executive Director (working with an Ad Hoc Hiring Committee when appropriate) will define or redefine the role in a written job description. Positions may be filled through internal and external recruitment. The Executive Director may elect to promote from within for jobs based on certain criteria and circumstances. When external recruitment is desired, announcements may be sent to a wide range of sources.

Chapter Hires of Temporary Staff, Interns, Volunteers and Fellowships

Temporary, internship, work-study, volunteer, and fellowship positions can be established and filled by the Chapters. It is not necessary that these positions be advertised publicly or that a resume review process is conducted. None of the positions in this category are considered regular employees. Chapters must get the approval of the Board of Directors before hiring temporary staff that will be added to the payroll. Chapters will work with the Executive Director to set up the temporary staff in the payroll system.

Selection of Personnel

The Executive Director will review resumes, cover letters, references, and select qualified candidates for interviews. The Executive Director may organize a Hiring Committee to help with this process and assist with interviews. The Executive Director will make final hiring decisions. When the Executive Director position is to be filled, the Executive Committee will coordinate the hiring process.

TPE promotes internal advancement and will give current qualified staff applicants for a position equal consideration with outside applicants. Reference and background checks will be conducted for all finalist candidates, will be kept on file by the Executive Director and shared with the Hiring Committee when appropriate to assist in the final hiring decision. Falsification of information found in a potential candidate's documents or statements could eliminate the

candidate from further consideration. Falsification of information of documents or statements found after a hiring is grounds for immediate dismissal.

Employment Offers

The Executive Director will develop a letter confirming the appointment and outlining any specific terms and/or conditions of employment at the time of hire.

Employment Status Definitions

1. Exempt Employees

These employees are not covered by the overtime provisions of the Fair Labor Standards Act (FLSA). In general, bona fide executive, administrative, or professional employees are exempt from the FLSA.

2. Nonexempt Employees

Employees who perform work other than executive, administrative, or professional, as defined by the FLSA, must receive overtime pay for overtime work as stated in the Act.

3. Full-time

Full-time employees are those who work at least 40 hours per week. These employees are eligible for full benefits, if any, after a) the successful completion of the introductory period and b) the necessary length of service requirements.

4. Part-time

Part-time staff is employed to work on a regular basis for fewer than 40 hours per week. Part-time staff working 28 hours or more per week may be eligible for some benefits. Benefits, if any, for part-time staff working less than 28 hours per week will be dealt with on a case-by-case basis by the Executive Director. If the Executive Director is the employee working less than 28 hours per week, any benefits would be negotiated with the Board President.

5. Chapter Temporary Staff, Interns, Volunteers, and Fellowships

Temporary staff, interns, volunteers and fellowships are not eligible for benefits listed in this handbook except as outlined in the letter of agreement with TPE or as required by law.

6. Independent Contractors and Consultants

Independent contractors and consultants are not employees and are paid on a fee-for-service basis to perform certain specified services. Independent contractors and consultants are not eligible for any benefits listed in this handbook. Independent contractors and consultants must provide TPE with proof of worker compensation insurance.

Employee Orientation

It is the responsibility of the Executive Director to ensure new employees are oriented to TPE. The orientation should include but is not limited to:

- an introduction to the organization's mission and goals (may include review of past Board of Directors meetings, financial reports, strategic plans, annual work plans, etc.),
- a discussion of organizational structure and introduction to co-workers with brief explanation of their responsibilities,
- a review of project and program information,
- a review of policies, administrative procedures, and the personnel policies,
- a review of benefits and signing of all necessary payroll and other forms,
- a discussion of the employee's responsibilities and organizational expectations,
- getting the employee started on assignments,
- developing a check-in and time tracking schedule with employee

Employee Introductory Period and Annual Performance Appraisal Process

All newly hired exempt, nonexempt, full-time and part-time employees undergo a six-month introductory period. The introductory period applies only to newly hired employees to TPE. It does not apply to employees promoted or transferred within TPE. The purpose of the introductory period is for employees to learn the requirements of the position and to demonstrate their ability to perform those requirements satisfactorily.

Nonexempt Employees

The Executive Director has the discretion to evaluate or discipline the employee and/or to end the employment relationship any time during the course of employment, including the introductory or extended introductory period, without prejudice or fault or cause. (Employees who resign or terminate during the introductory period are not entitled to any benefits that may have accrued during the introductory period.)

The Executive Director, at the conclusion of the introductory period, shall conduct an initial employee appraisal review. The initial appraisal review shall include overall job expectations and performance, employee and supervisor goals, and specific suggestions for improvement and shall be signed by both the Executive Director and employee. The employee can choose not to sign the evaluation. This decision will be noted in writing with an explanation if possible. (Note: The completion of the introductory period should not be construed as creating a permanent employment relationship and neither does it alter the at-will employment relationship.)

Thereafter, the Executive Director shall schedule an annual performance appraisal and salary review for each employee. Annual reviews will be completed by December of each year to correspond with the new fiscal year and budget. Both the Executive Director and employee shall sign the performance evaluation. The employee can choose not to sign the evaluation. This decision will be noted in writing with an explanation if possible.

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The Executive Director has the discretion to evaluate or discipline the employee and/or to end the employment relationship any time during the course of employment, including the introductory period, without prejudice or fault or cause. (Employees who resign or terminate

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Personnel Records

Each staff member's personnel file is regarded and treated as confidential to the extent required by Federal and State law.

Personnel records are kept in secure files in the office of the Executive Director. The personnel files of a staff member may be reviewed by the staff member, the Executive Director, or an authorized representative of the Board of Directors. No one else may review the staff member's file without the written permission of the staff member to whom the file belongs.

Staff member personnel files contain some or all of the following items:

- Application and resume.
- Letters of appointment and acceptance, which includes a job description
- Ongoing performance evaluations.
- Any memoranda or documents relating to performance.
- Memoranda concerning unusual job changes or transfers.
- Letters of commendation or other indications of exceptional performance.
- Warning letters and records of all disciplinary actions.
- Leave of absence or sabbatical information.
- Tax and other forms required by State or Federal law.
- Forms and information regarding employee benefits.
- Emergency contact information.

Compensation

The Executive Director will determine compensation levels for each position based on an annual budget approved by the Board of Directors that includes line items for salary (including raises, bonuses, etc.) and benefits.

As budget constraints allow, employees may receive a salary increase based on merit and/or the employee's annual performance review.

TPE strives to provide compensation that is competitive with other representative organizations in the area. Periodic surveys may be conducted to assure this objective.

In general, compensation levels for each position will take into consideration:

- The diversity and complexity of duties
- The amount of responsibility and judgment exercised
- The qualifications required
- Prevailing rates for similar work in other nonprofit organizations
- Regional as well as local salary patterns
- Applicable legal requirements
- Standards established by professional organizations
- Other forms of compensation (fringe benefits)

Compensation is paid monthly by the 6th of each month. TPE offers direct deposit for payroll.

Timesheets

TPE requires that records be maintained of the hours worked by all employees. To ensure that employees keep accurate records of the hours actually worked and leave time taken, employees will be required to record their time and leave using TPE's monthly timesheets. Timesheets must be completed by the end of each month and submitted to the Executive Director on the last day of each month for review.

Compensatory Time – (Administrative Leave)

Exempt staff: TPE does not automatically grant employees compensatory time in the form of administrative leave for hours worked beyond 8 daily or 40 weekly. By the nature of their positions, exempt employees have wide latitude, discretion and choice in how they prioritize their work, pace their activities and allocate resources to get their job done. Nonetheless, administrative leave may be granted at the discretion of the President in recognition of extra hours worked and/or extended time away from home.

In addition, from time to time, TPE requires exempt staff to work weekends, evenings and holidays, for instance to attend a board meeting or conference.

Mandatory Benefits

TPE contributes at statutory rates to Social Security, Medicare and other tax-funded employee benefit programs.

Unemployment Fund

The unemployment fund is designed to pay unemployment compensation to employees who lose their job for reasons other than: (1) misconduct, (2) voluntary resignation, or (3) other disqualifying reasons. When qualified, TPE will pay 100 percent of the State unemployment insurance premiums for each employee.

Worker's Compensation

All employees are covered under the applicable Worker's Compensation Act Insurance that is paid in total by TPE. To be eligible for worker's compensation benefits, an employee must incur an accidental injury during and arising out of employment. An employee who has been injured on the job must seek medical attention and immediately notify the Executive Director of the occurrence.

Social Security and Medicare

TPE pays funds to the Social Security Administration as required by the Federal Insurance Contribution Act (FICA) for each employee.

Leave

TPE grants paid leave benefits to its employees. Employees may earn vacation and sick leave in addition to eight paid holidays.

Holidays

Each employee who works 28 hours or more per week will receive eight paid holidays as follows:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Christmas Eve (1/2 day)
7. Christmas Day
8. New Year's Eve (1/2 day)

If any of the above holidays falls on a Saturday or Sunday, the employee may take off either the Friday before or Monday after the holidays, whichever is closest to that holiday. Part-time employees should arrange with the Executive Director to take off another day if the official holiday falls on the employee's usual day off.

Vacation

TPE will provide vacation leave to each employee who works 28 hours or more per week as follows:

Years of Service

Upon completion of one year until completion of five years

Annual Eligibility

10 days

Upon completion of five years

20 days

Employees may not take vacation during the introductory period without approval from the Executive Director.

Vacation time must be used during the calendar year in which it is accrued. There will be no vacation carry over to the next calendar year. The Executive Director must approve all scheduled absences for all employees. The employee should request vacation at least two weeks in advance. Vacation may be used before it is accrued (up to the total number of vacation days available for the year). If an employee leaves TPE's employment and has a negative vacation balance (more used than accrued), the unearned vacation pay will be subtracted from her or his last paycheck.

Sick Leave

Five working days per year are provided to each employee who works 28 hours or more per week for periods of temporary absence due to illness, injuries, time required for medical or dental examinations and treatment, or to attend a funeral of a family member. Sick leave may be used for one's own personal health or to care for an immediate family member. Immediate family members include: legal spouse, domestic partner, children and stepchildren, mother, father, brother, sister, mother-in-law, father-in-law and grandparent.

There is no carryover of unused sick leave. Upon resignation of employment with TPE, all unused sick leave shall be forfeited.

Jury Duty and Subpoena Leave

TPE recognizes the duty of every citizen to serve on a jury and/or to respond to a subpoena to appear in court as a witness. Full and part-time employees who serve on jury duty receive the normal pay they would have earned if they were working during the period of time they are on jury duty up to five working days. Employees on jury duty must submit documentation to TPE.

Leave Without Pay

The Executive Director may grant employees unpaid leave. Except in emergency situations, failure to notify the Executive Director in advance of leave constitutes unauthorized leave and will be considered leave without pay.

Abandonment

An employee who is absent from work without authorization for three consecutive days is assumed to have voluntarily abandoned his or her position with TPE and employment may be terminated.

Employee Business and Travel Expenses

Travel and related expenses: The reasonable cost for transportation, lodging, conference registration fees and other reasonable expenses will be covered by TPE for its employees when traveling on TPE related business. All expenses incurred by staff while doing business for TPE must be pre-approved by the Executive Director. Travel and related expenses must be submitted on a Travel Request Form. All expenses incurred by staff while doing business for TPE will be submitted to the Executive Director on a Purchase Advice Form (PAF), accompanied by itemized receipts, together with the pre-approval Travel Request Form.

When employees use their own automobile for business activities related to TPE, staff will be paid a mileage allowance up to the amount of the current State of Wisconsin authorized rate. Employees may use a rental car for trips that average over 100 miles a day.

It is expected that employees will exercise discretion when traveling and choose accommodations and methods of travel that are economical.

Separations

1. Voluntary:

Any employee of TPE may resign at any time. The employee shall submit a letter of resignation to the Executive Director. The letter shall give the staff member's last date of employment, and should be signed and dated. TPE expects all staff members to provide the maximum possible notice of intent to resign. A minimum of fifteen working days' notice is requested to allow for training and transference of duties.

2. Budgetary:

An employee may be discharged for budgetary reasons or changes in program needs or priorities upon giving the employee written notice.

3. Serious Misconduct:

Employees may be discharged immediately, without notice or severance pay, for serious misconduct. Serious misconduct includes, but is not limited to:

- violent, abusive or disruptive behavior;
- intoxication at work or sale, possession or use of illegal drugs while at work;
- assault of another employee;
- falsification of records, including employment application or resume;
- conviction of a crime that indicates unfitness for the job;
- theft or misuse of TPE property;
- conduct that prejudices the reputation or effectiveness of TPE;
- sexual harassment.

4. At-Will Employment:

TPE has the right to dismiss an employee at any time, for any reason, and nothing in this section should be interpreted as altering the at-will relationship or constituting a promise of continued employment.

Exit Interview

TPE has a considerable investment in its staff members. Therefore, it is of interest to the organization to evaluate the circumstances surrounding the separation of a staff member, whether voluntary or involuntary. Exploring a staff member's reason for resigning, or the factors resulting in termination, enables the organization to better evaluate whether the work environment is conducive to staff productivity and satisfaction. For all staff, a written summary of the exit interview shall be prepared and signed by both the President and employee. The employee can choose not to sign the exit interview document. This decision will be noted in writing with an explanation if possible.

Specifications

- Exit interviews should be conducted by the President and at least one member of the Executive Committee in a private area during the staff member's regular work hours sometime in the last week of employment. If no other time is available, it should be done during the last day of employment.
- Information shared by the staff member will be maintained by TPE but not included in the staff member's personnel file.
- In all cases, the staff member has the option of requesting or declining to discuss reasons for the separation.

During the exit interview the following items will be covered:

- Return of any and all keys, equipment, files, supplies and computer files.
- Verification of final pay, reimbursements and adjustments for accrued leave.
- Written instructions for continuation of special or unfinished projects such as computerized database, web page management, etc.

Grievance Procedures

All employees may file grievances concerning any action affecting their status or conditions of employment, including termination, discrimination, or abusive behavior by a supervisor.

Grievances are handled in the following manner:

- A. The employee with a grievance should first attempt to resolve the matter with the other employee involved.
- B. If the employee is still dissatisfied, he or she should notify the Executive Director in writing, stating the complaints or grievance, including all pertinent facts in the case.
- C. The Executive Director will investigate the complaint or grievance and respond to a complaint or grievance in writing within thirty days. The Executive Director's decision is final.
- D. When a grievance involves the conduct of the Executive Director, the employee may appeal to TPE's President of the Board of Directors. Such appeal must be in writing,

setting forth specific areas of grievance. The President may appoint an Ad Hoc Board Committee to review the grievance expeditiously and issue a final decision resolving the grievance. The Board, at its discretion, or its appointee, may meet with the individual regarding the grievance and/or conduct an inquiry into the grievance, as it deems appropriate.

Harassment/Discrimination

TPE is committed to providing a work environment free of unlawful harassment and discrimination. Our policy prohibits sexual harassment and discrimination based on sex, race, religion, color, national origin, sexual orientation, political affiliation, physical or mental disability, medical condition, marital status, age or any other basis protected by federal, state or local law or ordinance or regulation. This policy applies to all persons working in the operation of the organization, i.e., employees, consultants, trainers, board members, interns, etc.

Sexual Harassment

TPE is committed to providing an environment free from sexual advances, requests for sexual favors and other verbal or physical conduct or communication constituting sexual harassment. Sexual harassment of a TPE employee by another employee, volunteer, contractor, member of the Board of Directors or any other individual officially connected to the organization is prohibited.

Sexual harassment refers to behavior of a sexual nature that is unwelcome and personally offensive to its recipients. Sexual harassment is a form of employee misconduct that is demeaning to another person and undermines the integrity of the employment relationship.

Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature is “sexual harassment” when:

- submission of such conduct is made explicitly or implicitly a condition of an individual’s employment;
- submission to or rejection of such conduct is used as a basis for an employment decision affecting the employee; or
- the harassment has a purpose or effect of unreasonably interfering with an employee’s work performance, or creating an environment that is intimidating, hostile or offensive to the employee.

For example, unwanted physical contact, foul language, sexually oriented propositions, jokes or remarks, obscene gestures or the display of sexually explicit pictures, cartoons or other materials may be considered offensive to another employee, and thus should not occur.

Any employee who feels that he or she has been sexually harassed should immediately report the matter to the Executive Director. In the case of the Executive Director, the matter should be reported to the Board President, or another member of the Executive Committee. All reported matters will be investigated and remedial action will be taken when warranted. To the extent possible, strict confidentiality will be maintained.

Retaliation against those who file complaints under this policy will not be tolerated. Violators of this policy will be subject to discipline, including discharge.

Whistleblower Policy

TPE has a Whistleblower Policy that reads as follows:

Any person with knowledge or suspicion of any illegal, fraudulent, or wrongful behavior by any person associated with the organization is encouraged to report these concerns to any officer or director. The officer or director is to promptly advise the entire Board of the reported behavior, and the Board will determine what action, investigation, or other response is warranted under the circumstances. The Board will protect the reporting individual from any retaliation arising from the good-faith reporting of suspected illegal, fraudulent, or wrongful behavior.

Other Policies

Press and Publicity

To ensure TPE speaks with one consistent voice on the policies and matters of public interest with which it deals, no corporate press releases or statements are to be issued without the knowledge and permission of the President.

Professional Standards and Conflict of Interest

TPE has a Conflict of Interest Policy that reads as follows:

The Prairie Enthusiasts' effectiveness depends upon maintaining the highest levels of credibility, objectivity and fairness. It is inevitable that conflicts of interest will arise both on the Board of Directors and staff levels. Individuals have a responsibility to bring real or perceived conflicts of interest to the attention of the level of authority necessary for resolution and protection of everyone involved.

A conflict of interest arises when a disqualified person is in a position, or perceived to be in a position, to benefit financially by virtue of their position with The Prairie Enthusiasts.

All board members, officers and staff are responsible for identifying activities, transactions, and positions/relationship with individuals and/or organizations that may represent a conflict of interest.

The purpose of the conflict of interest policy is to protect The Prairie Enthusiasts' interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer, director or staff of The Prairie Enthusiasts. This policy is intended to supplement but not replace any applicable state and federal laws governing conflicts of interest applicable to nonprofit and charitable corporations and foundations.

E-Mail and Internet Access

The primary purpose of all TPE property and equipment is to facilitate the operations of TPE. Internet and e-mail is provided for business purposes. TPE has the right to monitor all electronic (e-mail and Internet) usage as it deems necessary.

Confidentiality of Information

All unpublished TPE materials, files and records are the property of TPE and are confidential. This can include but is not limited to information concerning projects, budgets, clients, members, donors, potential donors, personnel and payroll records of present and former employees, and financial records of TPE. Also included are: computer security codes, vendor and supplier purchase records, pending or potential legal actions, and all other information pertaining to the business affairs or operating practices and procedures of TPE. TPE files and records will neither be copied nor disclosed to any party except as authorized by TPE management.

The undersigned individual agrees to follow this confidentiality agreement and will speak to his or her supervisor if there are questions regarding the disclosure of information.

Employee signature

Date

EMPLOYEE HANDBOOK SIGNATURE RECEIPT

I have received my copy of TPE’s employee policy handbook. I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedure contained in the handbook.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by TPE. I understand and agree that no employee, manager, supervisor or representative of TPE has authority to enter into any agreement, express or implied, for employment for any specific period of time or to make any agreement for employment other than at-will.

I understand and agree that nothing in the employee policy handbook creates or is intended to create a promise or representation of continued employment and that employment at TPE is employment at-will; employment may be terminated at the will of either TPE or myself. My signature below certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between TPE and myself concerning the duration of my employment and the circumstances under which my employment may be terminated. This supersedes all prior agreements, understandings and representations concerning my employment with TPE.

Employee signature

Date