Introduction

The BSF employment policies contained herein are presented as a matter of information and general guidance only. They do not create a contract between BSF and any of its employees. No written policies or any oral interpretation of the policies create an expressed or implied contract of employment between BSF and employees. The policies described herein supersede all previous policy statements, whether written or oral. BSF employment policies are reviewed periodically to ensure that they remain consistent with national trends and legislative requirements, and may be amended, modified, or terminated at any time by BSF. Any such modification will be communicated in writing, promptly, to all employees.

Employment Policies

Equal Employment Opportunity

BSF is an equal opportunity employer and prohibits employment discrimination based on race, color, gender, age, religion, sexual orientation, ethnic or national origin, disability, veteran’s status or any other protected status. Such unlawful discrimination will not be tolerated.

At-Will Employment

All employees of BSF are employed on an "at-will" basis. This means employees have the right to terminate their employment at any time, for any reason, and that BSF can also terminate the employee at any time with or without cause and with or without notice. These policies do not constitute a contract between BSF and the employee. All policy statements, procedures, manuals or documents as well as statements by an employee or representative shall not in any way modify this at-will status.

Hiring Process

Hire invitations are made official by an offer letter. Verbal offers do not constitute a new hire invitation. All new employees must have a resume on file, and all new employees must complete the W-4 tax withholding form, an employee data record to indicate acceptance of the position, and the Employment Eligibility Verification Form (form I-9) before they begin work for BSF. Employees are required to sign conflict of interest and confidentiality statements upon written acceptance of an offer letter and annually thereafter. Additional employment policies and procedures will be contained in the offer letter.
**Employment Categories**

All BSF employees are classified as exempt. Per the Federal Fair Labor Standards Act, such employees are legally exempt from the overtime provisions of the Act, and are paid on a salary basis as stipulated in their offer letter. BSF does not pay overtime nor offer compensation time.

**Unemployment Insurance**

BSF pays into the appropriate State regulated Unemployment Fund for all employees.

**Worker’s Compensation**

BSF complies with the relevant State Worker’s Compensation Law for all employees, which provides for payment to employees injured on the job. All accidents should be reported to the Executive Director immediately, verbally and in writing, and in no case more than thirty (30) days following the incident.

**Social Security/Medicare**

BSF matches the employee’s contribution to Social Security/Medicare. The Federal Government determines the rate.

**Health Insurance**

BSF pays for the individual health coverage plans for exempt employees. Employees may elect individual or family coverage. Further information can be obtained from the Executive Director.

**General Policies**

**Policy on Affirmative Action**

Under federal and state law, we are forbidden to discriminate against certain categories of persons in employment. We comply with these laws and do not tolerate their violation. A copy of the Affirmative Action policy is available upon request.

**Policy Against Sexual Harassment and Unlawful Discrimination**

It is a BSF policy to maintain a work environment that is free of sexual harassment and discriminatory actions based on race, color, gender, age, sexual orientation, religion, ethnic or national origin, disability, veterans’ status, or any other protected status. Unlawful employment discrimination and/or sexual harassment by officers, managers, supervisors, employees, volunteers, or constituents will not be tolerated.

**Confidentiality Policy**

Under no circumstances should any employee discuss or disseminate in any manner, confidential information as defined by BSF’s Confidentiality Policy to anyone who is not covered by the BSF
Confidentiality Policy. All employees will receive a copy of the confidentiality policy and are required to sign a confidentiality statement.

Conflict of Interest Policy

All individuals employed by BSF should at all times act in a manner that is consistent with the fiduciary responsibilities of BSF, and should take care that no damage be incurred as a result of conflicts of interest of the individual and BSF. All employees will receive a copy of BSF’s conflict of interest policy and are required to sign an annual conflict of interest statement.

Conclusion

Welcome to the Barth Syndrome Foundation. We are glad that you have chosen to work with us to advance our mission of Saving lives through education, advances in treatment, and finding a cure for Barth syndrome.

Adopted by the Barth Syndrome Board of Directors on January 21, 2010