

FOR EXAMPLE USE ONLY – PLEASE CONSULT AN ATTORNEY ON THIS WORK

[LOGO/NAME OF CHILDCARE]

**[NAME OF CHILDCARE]**  
**Employee Handbook: Employment Policies**  
**(1 of 2 Handbooks)**

Adopted by BOD: XXX, 2017  
Amended by BOD: XXX, 2017

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**[NAME OF CHILDCARE]**

*The mission of [NAME OF CHILDCARE] is to provide high quality, developmentally appropriate child care in a nurturing, safe, and supportive environment.*

**[NAME OF CHILDCARE] Employee Handbook 1: Employment Policies**

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**SECTION 1  
HANDBOOK INTRODUCTION**

**Welcome to [NAME OF CHILDCARE]!** Each employee at [NAME OF CHILDCARE] is valued—we hope that you find your work here rewarding and satisfying.

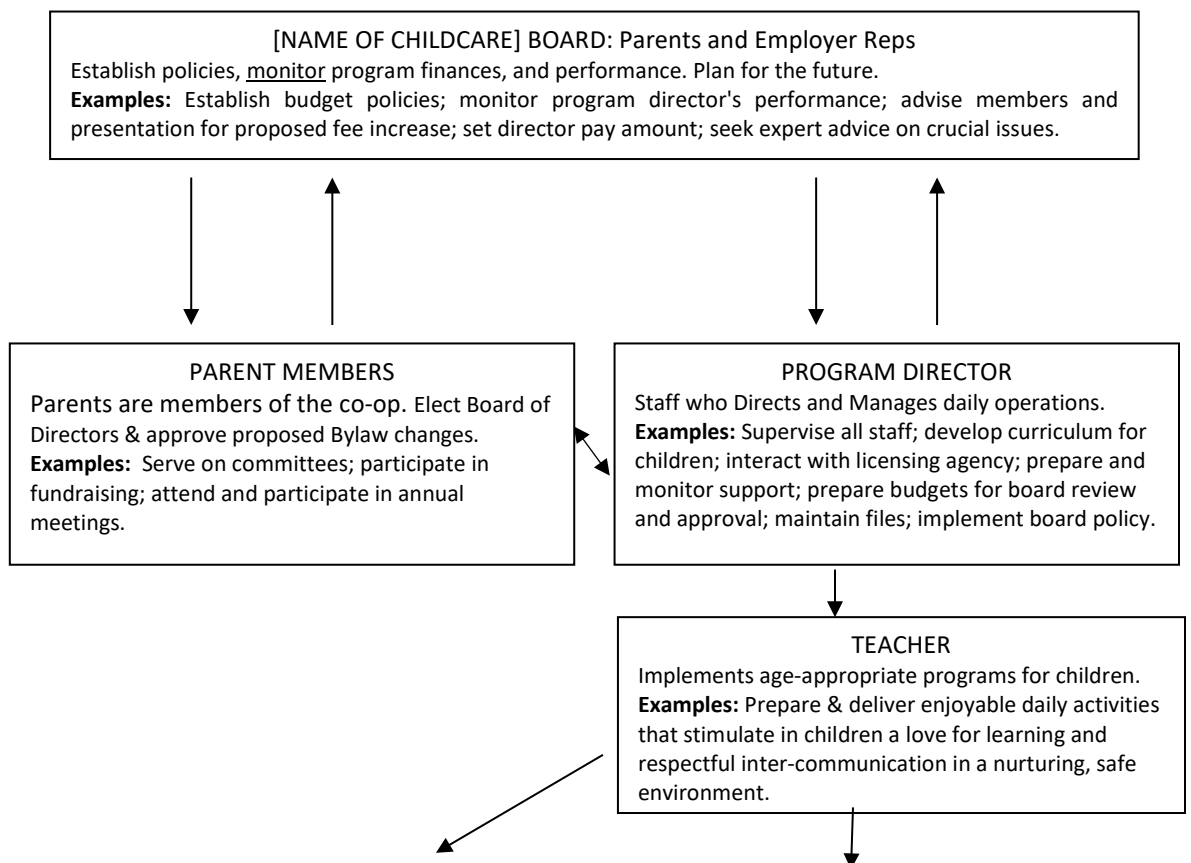
This Handbook, and its companion employee handbook *Child Care Policies and Procedures* will familiarize you with the privileges, benefits, and responsibilities of being an employee at [NAME OF CHILDCARE]. For detailed information, your director can help direct you to sources of more detailed information

At [NAME OF CHILDCARE], as in the rest of the world, circumstances frequently change. As a result, we may have to revise, rescind, or supplement these policies from time to time. The policies described in this Handbook do not constitute a contract or a promise. The policies can change at any time, for any reason, without warning.

We are always looking for ways to improve communications with our employees. If you have suggestions for ways to improve this Handbook in particular or employee relations in general, please feel free to bring them to your supervisor.

**Roles and Responsibilities**

[NAME OF CHILDCARE] is a non-profit child care center that operates as a cooperative. All teachers, aides and other [NAME OF CHILDCARE] staff report to the Program Director. To help employees understand other, general roles and responsibilities, please see the following chart:



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APPROVED CLASSROOM VOLUNTEER (PARENTS...)  
Assists staff with activities.  
**Examples:** Set up/take down art easels & supervise activity; assist with snack/lunch set-up & supervision; supervise children at science or manipulatives table.

AIDE  
Staff who assists teacher in the care of children.  
**Examples:** Monitor child safety & behavior, read to children, change diapers, prepare for, supervise & participate in children’s indoor & outdoor activities.

**SECTION 2  
THE EMPLOYMENT RELATIONSHIP**

Your employment at [NAME OF CHILDCARE] is at will. This means that you are free to quit at any time, for any reason, just as we are free to terminate your employment at any time, for any reason – with or without notice, with or without cause.

No employee or [NAME OF CHILDCARE] representative, other than the Board of Directors (BOD), has the authority to change the at-will employment relationship or to contract for different terms of employment. The Board of Directors has delegated to the Program Director the authority to manage the day to day matters included in this manual.

Nothing in this Handbook constitutes a contract or promise of continued employment.

**SECTION 3  
HIRING**

**3.1 Commitment to Equal Opportunity**

At [NAME OF CHILDCARE] all people are entitled to equal employment opportunity. We extend equal opportunity to all individuals without regard to race, religion, ancestry, color, sex, national origin, veteran status, age, disability, sexual orientation, marital status, or any other characteristic protected by law. [NAME OF CHILDCARE] follows state and federal laws prohibiting discrimination in hiring and employment.

**3.2 Recruitment**

[NAME OF CHILDCARE] conducts all recruiting in a fair and nondiscriminatory manner. In addition to looking outside [NAME OF CHILDCARE] for new hires, we also look within. If you see a posting for a job that interests you, we encourage you to apply for it by following the application procedures described in the job posting.

**3.3 Employment of Relatives**

Usually, [NAME OF CHILDCARE] will not refuse to hire someone simply because he or she is related to one of our current employees. If you have a relative who might be perfect to fill an open position at [NAME OF CHILDCARE], please don’t hesitate to refer this person to us. There are times, however, when employing relatives is inappropriate and has the potential to affect the morale of other employees and to create conflicts of interest for the relatives involved. Therefore, we will not hire relatives of current employees where one relative will have to supervise the other.

If two employees become related while working for [NAME OF CHILDCARE], and if one of them is in a position of supervision over the other, only one of the employees will be allowed to keep his or her current position. The other will either must transfer to another position or leave [NAME OF CHILDCARE]. An exception to this policy may only be made by action of the Board of Directors and a written declaration for the exception signed by the Board Chair.

Under this policy, the term “relatives” encompasses husbands, wives, live-in partners, parents, children, siblings, in-laws, cousins, aunts, and uncles. This policy covers biological relationships, marriage relationships, and step relationships.

**SECTION 4**

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**NEW EMPLOYEE INFORMATION**

**4.1 New Employee Orientation**

Within a day or two of starting work, your supervisor will arrange a new employee orientation meeting. During this meeting, you will receive important information about [NAME OF CHILDCARE]'s policies and procedures. You will also be asked to complete paperwork and forms relating to your employment, such as tax withholding forms, emergency contact forms, and benefits paperwork.

Please feel free to ask any questions you might have about [NAME OF CHILDCARE] during the orientation meeting. If additional questions come up after the meeting, refer to this manual or you can talk with your supervisor.

**4.2 Authorization of Background Check**

Prior to employment we require that a final candidate complete SNF 508, ND Authorization for Background Check, SNF 831, Criminal History Background Check and SNF 377, Criminal History Disclosure. According to ND State law, all employment offers are contingent on a background check that is clean and consistent with declarations on the employment application.

**4.3 Proof of Work Eligibility**

As required by the federal government, a prerequisite for employment is to complete Federal Form I-9 and provide documentation proving your identity and your eligibility to work in the United States.

**4.4 Child Support Reporting Requirements**

Federal and state laws require us to report basic information about new employees, including your name, address, and Social Security number, to the North Dakota Department of Human Services Child Support Division. The state collects this information for a variety of reasons, including the enforcement of child support orders. If the state determines that you owe child support and sends us an order requiring us to withhold money from your paycheck to pay your child support obligations [NAME OF CHILDCARE] will comply with the order.

**SECTION 5  
EMPLOYMENT & EMPLOYEE CLASSIFICATIONS**

**5.1 Independent Contractor (Classification)**

Persons functioning as independent contractors must first be approved by the Director. Per the Internal Revenue Service, "independent contractors" are generally defined as self-employed individuals who provide services to a customer, but who are not directly controlled by the customer (further criteria are also specified). ND State law requires an independent contractor to provide [NAME OF CHILDCARE] with their state identification number prior to hiring.

Independent contractors are not [NAME OF CHILDCARE] employees. In all cases, supervisors with hiring authority should discuss the position they are planning to staff with the Director to determine if the position is appropriately classified as an 'employee' or 'independent contractor'.

**5.2 Temporary Employees**

Periodically, it becomes necessary for us to hire individuals to perform a job or to work on a project that has a limited duration. Typically, this happens in the event of a special project, special time of year, abnormal workload, or emergency.

Individuals whom we hire for such work are temporary employees. They are not eligible to participate in any of [NAME OF CHILDCARE]'s benefit programs, nor can they earn or accrue any leave, such as vacation leave. Of course, we will provide to temporary employees any and all benefits mandated by law.

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ND State law requires that all temporary employees complete a background check just as permanent employees are required to do.

Temporary employees cannot change from temporary status to any other employment status by such informal means as remaining in our employ for an extended period of time or through oral promises made to them by coworkers, members of management, or supervisors. The only way a temporary employee's status can change is through a written notification signed by the Director.

Like all employees who work for [NAME OF CHILDCARE], temporary employees work on an at-will basis. This means that both the employee and [NAME OF CHILDCARE] is free to terminate their employment at any time for any reason that is not illegal – even if they have not completed the temporary project for which they have been hired.

### **5.3 Contract Employees**

[NAME OF CHILDCARE] may hire some executive employees on a contract basis. The contract usually specifies a particular duration of employment as well as other conditions that are negotiated between employee and [NAME OF CHILDCARE]. Where applicable, agreements made in contracts supersede the policies outlined in this manual. The policies presented in this manual are usually broader than those covered in an employee contract; when a topic is not covered in the contract, the general employee policies and procedures apply.

### **5.4 Part-Time and Full-Time Employees**

Depending on the number of hours per week you are regularly scheduled to work, you are either a part-time or a full-time employee. It is necessary that you understand which of these classifications you fit into, because it will be important in determining whether you are entitled to benefits and leave.

**Part-time employees:** Employees who are regularly scheduled to work fewer than 30 hours per week are part-time employees.

**Full-time employees:** Employees who are regularly scheduled to work 40 hours per week are full-time employees.

### **5.5 Exempt and Nonexempt Employees**

Your entitlement to earn overtime pay depends on whether you are classified as an exempt or a nonexempt employee.

Exempt employees are those who do not earn overtime because they are exempt from the overtime provisions of the federal Fair Labor Standards Act and applicable state laws.

Nonexempt employees are those who meet the criteria for being covered by the overtime provisions of the federal Fair Labor Standards Act and applicable state laws.

Details of the exempt and nonexempt employee categories are found in Section 6.5 of this handbook. If you are uncertain about which category you fall into, speak to your supervisor.

## **SECTION 6 HOURS**

### **6.1 Hours of Work**

[NAME OF CHILDCARE]'s regular hours of business are from 5:30 am to 6:30pm, Monday through Friday. Hours may change as programs are added or changed. [NAME OF CHILDCARE] holds special fundraising events, and trainings that may be out of town, and encompass evening or weekend hours. Employees are expected to work at such functions if requested to do so.

### **6.2 Flexible Scheduling**



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We understand that many employees must balance the demands of their job with the needs of their families and other outside commitments. Therefore, we will do our best to work with employees to temporarily change their schedule.

If you would like to change your work schedule – for example, to come in and leave a couple of hours earlier or to work more hours on some days and fewer on others – please talk to the director. [NAME OF CHILDCARE] will try to accommodate your request, to the extent practical. Because not all jobs are suitable to flexible scheduling, and because we must ensure that our staffing needs are met and consistent with licensing requirements, we cannot guarantee that [NAME OF CHILDCARE] will grant your request.

### **6.3 Telecommuting Policy**

All employees are expected to report to the [NAME OF CHILDCARE] place of work daily. Telecommuting is not a part of the offerings of employment.

### **6.4 Meal and Rest Breaks**

Non-exempt employees may take a paid 10-minute break every four hours. In addition, all employees who work at least 5 hours in a day are entitled to take a 30-minute meal break, as long as there are enough employees on duty at the time to remain in compliance with the childcare license. Meal breaks are unpaid and not counted in hours worked.

### **6.5 Overtime**

Employees are expected to work overtime when needed. We will try to give employees advance notice when overtime work is necessary; however, it will not always be possible to notify workers in advance.

#### **A. Exempt employees**

Exempt employees are professionals with fluctuating work and workload schedules and will not be paid for working beyond their regular scheduled hours.

Because it conflicts with the definition of “exempt,” in no case will the accumulation of more than 40 hours (“comp time”) be taken, hour for hour, for future time off. Rather, exempt employees are permitted flexibility to take some time off within the one month of pay periods following a heavy workload. Such time off is not guaranteed, and must be scheduled and approved by the exempt staff’s supervisor.

#### **B. Nonexempt employees**

Nonexempt employees are entitled to payment for overtime, according to the rules set forth below.

- All overtime work must be approved in writing, in advance, by the employee’s supervisor. Working overtime without permission violates [NAME OF CHILDCARE] policy and may result in disciplinary action.
- For purposes of calculating how many hours an employee has worked in a day or week, our workweek begins at 12:01 a.m. on Sunday and ends at midnight on Saturday. Our workday begins at 12:01 a.m. and ends at midnight each day.
- Nonexempt employees will be paid 1 ½ times their regular hourly rate of pay for every hour worked in excess of 40 hours in one week.
- Only time actually spent working counts as hours worked. Vacation time, sick days, holidays, or any other paid time during which an employee did not actually work will not count as hours worked.
- Overtime will not be granted for attendance at trainings or conferences and the travel time associated with them.

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- [NAME OF CHILDCARE] follows applicable State and Federal laws related to overtime. This section does not cover all of the details of the requirements of overtime law. If you have any questions about overtime, your supervisor will discuss with you the specific policies applicable to your situation.

**SECTION 7  
PAY POLICIES**

**7.1 Payday**

Employees are paid bi-weekly. Employees should check in and out on the computer in order to record time worked. If there is an error in the recording of time, please ask the supervisor or director to fix the mistakes. Timesheets will be given out on the Monday before payday for each employee to review, sign and return to the director.

**7.2 Advance Policy**

[NAME OF CHILDCARE] does not allow employees to receive pay advances.

**7.3 Payroll Deductions**

Your paycheck reflects your total earnings for the pay period, as well as any mandatory or voluntary deductions from your paycheck. Mandatory deductions are deductions that [NAME OF CHILDCARE] is legally required to take. Such deductions include federal income tax, Social Security tax (FICA), and any applicable state taxes. Voluntary deductions are deductions that you have authorized.

If you have any questions about your deductions, or wish to change your federal withholding form (Form W-4), contact your supervisor.

**7.4 Wage Garnishments**

A wage garnishment is an order from a court or a government agency directing us to withhold a certain amount of money from an employee's paycheck and send it to a person or agency. Wages can be garnished to pay child support, spousal support or alimony, tax debts, outstanding student loans, or money owed as a result of a judgment in a civil lawsuit.

If we are instructed by a court or agency to garnish an employee's wages, the employee will be notified of the garnishment at once. Please note that we are legally required to comply with these orders. If you dispute or have concerns about the amount of a garnishment, you must contact the court or agency that issued the order.

**7.5 Expense Reimbursement**

From time to time, employees may incur expenses on behalf of the [NAME OF CHILDCARE]. [NAME OF CHILDCARE] will reimburse you for the actual work-related expenses you incur, as long as those expenses are reasonable and were pre-approved by your supervisor. You must follow these procedures to get reimbursed:

- Get permission from your supervisor before incurring an expense.
- Spend [NAME OF CHILDCARE]'s money wisely – make an effort to save money and use approved vendors if possible.
- Keep a receipt or some other proof of payment for every expense.
- Use the [NAME OF CHILDCARE] expense form to record your expenses; submit the completed form, along with receipts to your supervisor for approval within two weeks of incurring an expense.

If your report is approved, you will receive your reimbursement as soon as possible.

**A. Procedures for Travel Expenses**

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If employees are required to travel for work, [NAME OF CHILDCARE] will reimburse you for your travel expenses. In every case employees need to be careful to comparative shop and use discounted services whenever possible.

You **must** request advance approval for travel and expected expenses from your supervisor before making expenditures and follow procedures to qualify for expense reimbursement.

Reimbursable expenses include:

- Cost of travel to and from the airport or train station, including parking expenses and tolls;
- Cost of airline, train or other transit tickets – it is important to shop expenses to ensure that tickets are as economical as possible;
- Car rental for the lowest priced vehicle (unless a larger vehicle is needed and pre-approved by your supervisor) and fuel cost;
- Personal car mileage is reimbursed at the current IRS rate for business mileage reimbursement;
- Cost of lodging – employees should select moderately priced lodging and share a room when possible;
- Reimbursement for meals and other incidental expenses, up to a maximum of \$12 for breakfast or lunch and \$30 for dinner with a daily maximum not to exceed 40 (unless approved by a supervisor);
- Cost of alcohol is not reimbursable unless approved by your supervisor.

**B. Meal Reimbursement** is applicable for actual meal expenses incurred while traveling away from home overnight on [NAME OF CHILDCARE] business, or for a meal that an employee purchases when attending a meal meeting for the convenience of [NAME OF CHILDCARE], and the main purpose of the meeting is the active conduct of business. One meal is also eligible for reimbursement when the employee is traveling or on [NAME OF CHILDCARE] business that takes him/her away from the office for more than 6 consecutive hours beyond a typical meal time. In every instance cost limits and receipt policies apply.

### **C. Mileage Reimbursement**

When a personal car is used for [NAME OF CHILDCARE] travel the mileage rate used is the current IRS rate for business mileage reimbursement. Employees are not entitled to separate reimbursement for gas, maintenance, insurance, or other vehicle-related expenses – the mileage reimbursement is intended to encompass all of these expenses. Employees using a personal vehicle for work-related purposes must have a valid driver's license and adequate insurance coverage.

[NAME OF CHILDCARE] does not reimburse employees for their commute to and from the workplace.

To claim mileage reimbursement, you must follow these procedures:

- Use the [NAME OF CHILDCARE] reimbursement form, which asks you to record the date, purpose for the trip, your start location and all destinations along with the related miles traveled.
- Submit your record to your supervisor for approval within two weeks or on a regular monthly travel reimbursement form. Late reimbursements may be denied if they are submitted after the close of the funding source deadline.

If your record is approved, you will receive your reimbursement payment as soon as possible

## **SECTION 8 EMPLOYEE BENEFITS**

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### **8.1 Employee Health Benefit Plans**

[NAME OF CHILDCARE] does not offer insurance benefits at this time.

### **8.2 Tax Deferred Retirement Account**

[NAME OF CHILDCARE] does not offer retirement options at this time.

### **8.3 Childcare Benefits**

[NAME OF CHILDCARE] does not offer a child care discount at this time. Employees are not guaranteed a child care space in the program and are subject to the same wait list policies as others who are on the waiting list for child care spots.

### **8.4 State Disability Insurance**

Sometimes, an employee suffers an illness or injury outside of the workplace that prevents the employee from working and earning income. If this happens to you, state disability insurance may provide you with a percentage of your salary while you are unable to work. All employees should be eligible for this coverage, subject to applicable state laws.

### **8.5 Workers' Compensation Insurance**

If you suffer from an illness or injury that is related to your work, you may be eligible for workers' compensation benefits. Workers' compensation will pay for medical care and lost wages resulting from job-related illnesses or injuries. For more information please contact [North Dakota Workforce Safety and Insurance](#).

If you are injured or become ill through work, please inform your supervisor immediately regardless of how minor the injury or illness might be.

### **8.6 Unemployment Insurance**

If your employment with [NAME OF CHILDCARE] ends, you may be eligible for unemployment benefits. These benefits provide you with a percentage of your wages while you are unemployed and looking for work. For more information please contact [Job Service of North Dakota](#).

## **SECTION 9**

### **USE OF [NAME OF CHILDCARE] PROPERTY**

#### **9.1 [NAME OF CHILDCARE] Property**

[NAME OF CHILDCARE] has invested valuable funds into the property and equipment that you use to perform your job. We ask all employees to take care of this property and to report any problems to their supervisor. If a piece of equipment or property is unsafe for use, please report it immediately.

[NAME OF CHILDCARE] reserves the right to deduct from an employee's paycheck breakage, cash shortages and equipment loss caused by the employee's gross negligence or a deliberate, dishonest act.

Please use property only in the manner intended and as instructed. Failure to use [NAME OF CHILDCARE] property appropriately, and failure to report problems or unsafe conditions, may result in disciplinary action, up to and including termination.

We do not allow personal use of [NAME OF CHILDCARE] property. [NAME OF CHILDCARE] does have a laptop computer that can be checked out for use on company business. You must obtain permission from your supervisor before taking any [NAME OF CHILDCARE] equipment, such as the laptop computer, from the office.

#### **9.2 Telephone System**

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The [NAME OF CHILDCARE] telephone system is intended to be used for business use only. Employees are expected to keep personal calls to a minimum. If you must make or receive a personal call, please keep your conversation brief. Extensive personal use of [NAME OF CHILDCARE] phones is grounds for discipline.

### **9.3 Return of [NAME OF CHILDCARE] Property**

When your employment with [NAME OF CHILDCARE] ends, we expect you to return [NAME OF CHILDCARE] property – and to return it clean and in good repair. This includes this Employee Handbook, all manuals and guides, documents, phones, computers, equipment, keys, and tools.

We reserve the right to take any lawful action to recover or protect [NAME OF CHILDCARE] property.

## **SECTION 10 LEAVE AND TIME OFF**

### **10.1 Vacation**

Regular full-time and part time employees are eligible to participate in the paid vacation program. Employees begin to accrue vacation time at a rate of .0385 hours for each hour worked the first year for a total of 80 hours.

Hours of accrued vacation are calculated proportional to hours worked, reduced from the set vacation amount for full time employees.

Up to 15 work-days (based on the employee's regular workday hours) of accrued vacation may be carried over for use in a subsequent year. Vacation accrual is capped at 20 days unless written permission is granted by the Program Director.

Employees must schedule their vacations in advance, with their supervisor. We will try to grant every employee's vacation request for the days off of their choice. However, we must have enough workers to meet our day-to-day needs – which means we might not be able to grant every vacation request, especially during holiday periods.

Employees may request unpaid time off in addition to paid vacation time. Such requests will be considered on a case-by-case basis and will be granted if circumstances permit. Employees will be paid for eligible accrued and unused vacation when their employment terminates.

### **10.2 Holidays**

[NAME OF CHILDCARE] observes the following holidays each year:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas (*These holidays may be exchanged for other religious or alternative holiday if eligible employees desire it—please notify your supervisor of the desired exchange.*)
  - Other days as pre-approved by the [NAME OF CHILDCARE] Board of Directors.

If a holiday falls on a weekend, [NAME OF CHILDCARE] will inform you when the holiday will be observed. Ordinarily, holidays falling on a Saturday will be observed the preceding Friday; holidays falling on a Sunday will be observed the following Monday.

Regular full-time employees are paid 8 hours for each holiday. Regular part-time employees are paid for holidays in accordance with the percentage time of their regular workweek. Temporary employees are not paid for holidays unless they are specifically requested to work on a holiday.

### **10.3 Sick Leave**

[NAME OF CHILDCARE] provides paid sick days to employees. Employees may use sick leave when they are unable to work due to illness or injury. Sick leave may also be used for the employees own, or for an immediate family member's illness or preventive care. Employees who are a victim of domestic abuse, stalking, or sexual assault are permitted to use sick leave for time off related to the victimization. Sick leave is not to be used as extra vacation time, personal days, or "mental health" days. Any employee who abuses sick leave may be subject to discipline.

Paid sick leave accrues at the rate of one hour per every 30 hours worked, at the employee's regular wage rate and begins on the first day of employment. Sick leave is accrued based on days worked rather than on work schedule, vacation days taken, holidays, and other non-working days do not count toward this accrual. An employee may use accrued paid sick days beginning the 90<sup>th</sup> day of employment.

Up to a total of 160 hours of accrued sick leave hours may be carried over for use in subsequent years. Sick leave accrual is capped at 200 days unless written permission is granted by the employee's supervisor.

You must report to your supervisor if you will need to take sick leave. We ask that employees telephone in as soon as they realize that they will be unable to work, before the regular start of their work day. You must report to your supervisor by phone each day you are out on leave. You may be asked to provide a doctor's note.

### **10.4 Bereavement Leave**

If an employee wishes to take time off due to the death of an immediate family member, the employee should notify his or her manager immediately.

Subject to approval, up to twenty-four hours of paid bereavement leave replacing hours otherwise worked, may be provided to eligible employees in the following classification(s):

- **Full time employees**
- **Part time employees**

Bereavement leave does not apply to Introductory, Temporary or Casual employees.

Bereavement pay is calculated based on the base pay that an employee would otherwise have earned had he or she worked on the day of absence.

Approval of bereavement leave will occur in the absence of unusual operating requirements. Any employee may, with the supervisor's approval, use any available PTO leave for additional time off as necessary.

[NAME OF CHILDCARE] defines "immediate family" as the employee's spouse, parent, child, sibling, step parent, step child; the employee's spouse's parent, child, or sibling; the employee's child's spouse; grandparents or grandchildren.

### **10.5 Family and Medical Leave**

Because of our small size, [NAME OF CHILDCARE] is not required to comply with the federal Family and Medical Leave Act (FMLA). However, we recognize that our employees may occasionally need to take unpaid leave to care for a new child, to care for a seriously ill family member, or to handle an employee's own medical issues. Employees who have accrued sick leave may use this leave to care

FOR EXAMPLE USE ONLY – PLEASE CONSULT AN ATTORNEY ON THIS WORK for their newborn or to care for a seriously ill spouse, domestic partner, or a child of their immediate family.

If you anticipate that you might need time off to deal with family and medical issues, please talk to your supervisor. We can't guarantee that we'll grant every request, but we will seriously consider every request on a case-by-case basis. Among other things, we may consider our staffing needs, your position with [NAME OF CHILDCARE], the reason why you need leave, and how long you expect your leave to last.

### **10.6 Military Leave**

In accordance with state and federal law, employees who must be absent from work for military service are entitled to take a military leave of absence. This leave will be unpaid. When an employee's military leave ends, [NAME OF CHILDCARE] will comply with all federal and state laws regarding reinstatement, provided that the employee meets the requirements of federal and state law.

Employees who are called to military service must tell their supervisors as soon as possible that they will need to take military leave. An employee whose military service has ended must return to work or inform [NAME OF CHILDCARE] that he or she wants to be reinstated in accordance with these guidelines:

- For a leave of 30 or fewer days, the employee must report back to work on the first regularly scheduled workday after completing military service, allowing for travel time.
- For a leave of 31 to 180 days, the employee must request reinstatement within 14 days after military service ends.
- For a leave of 181 days or more, the employee must request reinstatement within 90 days after military service ends.

During this unpaid leave, employees are entitled to use applicable paid time off (vacation time).

### **10.7 Leave of Absence**

Leave of absence without pay will be considered only when an employee has used all accrued vacation and/or sick leave. A leave of absence will require the approval of the Program Director and the Board of Directors. The employee will be billed for continuing benefits during the requested leave of absence for any time over the first 30 days.

### **10.8 Voting in Elections**

[NAME OF CHILDCARE] encourages employees to exercise their right to vote. If your work schedule and the location of your polling place will make it difficult for you to get to the polls before they close, you are entitled to take up to one hour off work, at the beginning or end of your shift, to cast your ballot. This time will be unpaid.

Employees who will need to take time off work to vote must inform their supervisors at least two days in advance. Employees are expected to work with their supervisors to ensure that their absence doesn't negatively impact [NAME OF CHILDCARE] operations.

### **10.9 Jury Duty**

If you are called for jury duty, you are entitled to take time off, as necessary, to fulfill your jury obligations. We will work with employees to flex their work schedule if additional time off is needed. Employees are expected to assist with work-related questions and to try to perform some tasks, as time permits, while they are on [NAME OF CHILDCARE] jury leave. Time spent on these [NAME OF CHILDCARE] tasks is paid. No employee will face discipline or retaliation for jury service. Unfortunately, [NAME OF CHILDCARE] is unable to pay for jury duty time off, but vacation time may be used.

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You must immediately inform your supervisor when you receive your jury duty summons. Employees must submit documentation of jury service that verifies the days of service. If you are chosen to sit on a jury, you must inform your supervisor how long the trial is expected to last. You must also check in with your supervisor periodically during your jury service, so [NAME OF CHILDCARE] knows when to expect you back at work.

## **SECTION 11 PERFORMANCE**

### **11.1 Your Job Performance**

Poor job performance can lead to discipline, up to and including termination.

### **11.2 Performance Reviews**

We conduct periodic reviews of individual employee performance. We hope that these reviews will improve the employment relationship by clarifying expectations of employees and what employees expect of us.

We require all employees to participate in the review process. Failure to participate could lead to discipline, up to and including termination.

## **SECTION 12 WORKPLACE BEHAVIOR**

### **12.1 Act Professionally**

People who work together have an impact on each other's performance, productivity, and personal satisfaction in their jobs. In addition, how our employees act toward customers, including children and their parents, and vendors will influence whether those relationships are successful for [NAME OF CHILDCARE]. Because your conduct affects many more people than just yourself, we expect you to act in a professional manner whenever you are on [NAME OF CHILDCARE] property, conducting [NAME OF CHILDCARE] business, or representing [NAME OF CHILDCARE] at business or social functions.

Although it is impossible to give an exhaustive list of everything that professional conduct means, it does, at a minimum, include the following:

- following all of the rules in this Handbook that apply to you;
- following and respecting office operating procedures, which will change from time-to-time, but include such topics as treatment of children, messages for co-workers, computer file-sharing; filing and maintenance of work-related documents; grant writing; participation in staff meetings and similar topics;
- refraining from rude, offensive, or outrageous behavior;
- refraining from ridicule and hostile jokes;
- treating children, coworkers, parents, customers (including vendors) with patience, respect, and consideration
- being courteous and helpful to others, and;
- communicating honestly and openly with supervisors, managers, and coworkers.

Individuals who act unprofessionally will face discipline, up to and including termination.

### **12.2 Punctuality and Attendance**



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We expect you to maintain regular attendance and to be on time and ready to work at the beginning of each scheduled workday.

Of course, things may happen that prevent you from showing up to work on time. For example, you may be delayed by weather, a sick child, or car trouble. If, in these infrequent occurrences, you are going to be late, please telephone your supervisor. In addition to a phone call, a text message may also be sent. Please give this notice as far in advance as possible.

If you are late for work or fail to appear without calling in as required by this policy or by other policies in this Handbook, you will face disciplinary action, up to and including termination.

### **12.3 Employee Appearance and Dress**

We ask all employees to use common sense when they dress for work. Please dress appropriately for your position and job duties, and please make sure you are neat and clean at all times. [NAME OF CHILDCARE] will provide two work shirts for each employee, work shirts must be worn every day. No yoga pants, leggings, leisure pants, athletic wear, or sweatpants are acceptable.

Clothing and shoes must allow you to safely work with children and not be hindered by dress that restricts your ability to bend, kneel, sit on the floor, and actively interact with children. Do not wear high-heeled shoes or open-toed shoes. Be mindful of jewelry, remember that children grab at jewelry which can be painful to you, and could pose a problem to children should they ingest small objects.

Because young children are more sensitive, do not use perfume or strongly scented lotions.

If you have any questions about the proper attire for your position, please contact your supervisor. We will try to reasonably accommodate an employee's special dress or grooming needs that are the result of religion, ethnicity, race, or disability.

### **12.4 Pranks and Practical Jokes**

Although we want our employees to enjoy their jobs and have fun working together, we cannot allow employees to play practical jokes or pranks on each other. At best, these actions disrupt the workplace and dampen the morale of some; at worst, they lead to complaints of discrimination, harassment, or assault.

Employees who play pranks or practical jokes will face disciplinary action, up to and including termination.

### **12.5 Threatening, Abusive or Vulgar Language**

We expect our employees to treat everyone they meet through their jobs with courtesy and respect. Threatening, abusive, and vulgar language has no place in our workplace. It destroys morale and relationships, and it impedes the effective and efficient operation of our business. As a result, we will not tolerate threatening, abusive, or vulgar language from employees while they are on the worksite, conducting [NAME OF CHILDCARE] business, or attending [NAME OF CHILDCARE] -related business or social functions.

Employees who violate this policy will face disciplinary action, up to and including termination.

### **12.6 Fighting**

Verbal or physical fighting among employees is absolutely prohibited. Employees shall not engage in, provoke, or encourage a fight. Those who violate this policy will be disciplined, up to and including termination.

### **12.7 Insubordination**

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This workplace operates on a system of mutual respect between supervisors and employees. Supervisors must treat their employees with dignity and understanding, and employees must show due regard for their supervisors' authority. Insubordination occurs when employees unreasonably refuse to obey the orders or follow the instructions of their supervisors. It also occurs when employees, through their actions or words, show disrespect toward their supervisors.

Insubordinate employees will face discipline, up to and including termination.

If a supervisor requests an employee to do something they feel is unsafe or unethical then that employee has the right to discuss their concerns with the supervisor. If, after hearing the employee's side, the supervisor continues to give the same order or rule, the employee must either obey or use the complaint procedures described in Section 20 of this Handbook.

### 12.8 Progressive Discipline

Any employee conduct that, in the opinion of [NAME OF CHILDCARE], interferes with or adversely affects our business is sufficient grounds for disciplinary action. Disciplinary action can range from oral warnings to immediate discharge. Our general policy is to take disciplinary steps in the following order:

1. oral warning(s)
2. written reprimand(s)
3. suspension, and
4. termination.

However, we reserve the right to alter the order described above, to skip disciplinary steps, to eliminate disciplinary steps, or to create new and/or additional disciplinary steps.

In choosing the appropriate disciplinary action, we may consider any number of the following things:

- the seriousness of your conduct
- your history of misconduct
- your employment record
- your length of employment with [NAME OF CHILDCARE]
- the strength of the evidence against you
- your ability to correct the conduct
- your attitude about the conduct
- actions we have taken for similar conduct by other employees
- how your conduct affects [NAME OF CHILDCARE], its customers, and your coworkers, and
- any other circumstances related to the nature of the misconduct, to your employment with [NAME OF CHILDCARE], and to the effect of the misconduct on the business of [NAME OF CHILDCARE].

We will give those considerations whatever weight we deem appropriate. Depending on the circumstances, we may give some considerations more weight than other considerations – or no weight at all.

Some conduct may result in immediate termination. Here are some examples:

- improper treatment of a child/ren, including, but not limited to: abuse or withholding knowledge of abuse of a child, leaving child/ren unattended, allowing the child to leave the center with an unauthorized person
- falsifying [NAME OF CHILDCARE] records
- theft of [NAME OF CHILDCARE] property
- brandishing a weapon at work
- threatening the physical safety of child/ren, customers, coworkers, managers, or supervisors
- fighting or physically or verbally assaulting anyone at work

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- any illegal conduct at work
- using or possessing alcohol or illegal drugs at work
- working under the influence of alcohol or illegal drugs
- excessive tardiness or absenteeism
- failing to carry out job assignments
- insubordination
- making false statements on a job application, failure to report conviction of a felony while employed at [NAME OF CHILDCARE]
- violating [NAME OF CHILDCARE] rules and regulations, and
- unlawful discrimination and harassment.

Of course, it is impossible to compile an exhaustive list of the types of conduct that will result in immediate termination. The ones listed above are merely illustrations. Please remember that your employment is at the mutual consent of you and [NAME OF CHILDCARE]. This policy does not change this fact. This means that you or [NAME OF CHILDCARE] can terminate our employment relationship at will, at any time, with or without cause, and with or without advance notice.

As a result, [NAME OF CHILDCARE] reserves its right to terminate your employment at any time, for any lawful reason, including reasons not listed above. You also have the right to end your employment at any time.

## SECTION 13 HEALTH AND SAFETY

### 13.1 Safety Policy

[NAME OF CHILDCARE] takes employee safety very seriously. In order to provide a safe workplace for everyone, every employee must follow our safety rules:

- Horseplay, rough-housing, and other physical acts that may endanger employees or cause accidents are prohibited.
- Employees must follow their supervisors' safety instructions.
- All equipment and machinery must be used properly. This means all guards, restraints, and other safety devices must be used at all times. Do not use equipment for other than its intended purpose.
- All employees must immediately report any workplace condition that they believe to be unsafe to their supervisor. [NAME OF CHILDCARE] will look into the matter promptly.
- All employees must immediately report any workplace accident or injury to their supervisor.

### 13.2 Reasonable Accommodation Policy & Procedure

[NAME OF CHILDCARE] complies with all applicable legal mandates of the Federal Americans with Disabilities Act of 1990 (ADA Act). [NAME OF CHILDCARE] is committed to providing reasonable accommodations to qualified employees with disabilities who need accommodations to perform their essential job functions.

#### A. Requesting an Accommodation

An employee/applicant who is requesting a reasonable accommodation must present their needs and supporting medical documentation in writing to the Program Director. Determination of reasonable accommodation will include an interactive process with the employee/applicant with consideration of request, associated costs, and [NAME OF CHILDCARE] legal obligations.

### 13.3 Workplace Security

It is every employee's responsibility to help keep our workplace secure from unauthorized intruders. Every employee must comply with these security precautions. After-hours access to the workplace is

**FOR EXAMPLE USE ONLY – PLEASE CONSULT AN ATTORNEY ON THIS WORK** prohibited. If you have work that needs to be done after closing time, please clear this with a supervisor.

Employees can have an occasional visitor in the workplace, but workplace visits should be the exception rather than the rule. If you are anticipating a visitor, it is important that the visitors not violate licensing regulations. It is important that you gain permission from your supervisor in advance of any workplace visitor.

If you are the last to leave the workplace for the evening, you are responsible for setting the alarm and ensuring the doors are locked and the shades are closed. If you have questions about any of these responsibilities, please talk to your supervisor.

### **13.4 What to Do in an Emergency**

In case of an emergency, such as a fire, tornado, or accident, your first priority should be to the safety of children and to your own safety. In the event of an emergency causing serious injuries, *IMMEDIATELY DIAL 9-1-1* to alert police and rescue workers of the situation.

If you hear a fire alarm or in case of an emergency that requires evacuation, please help children, and you, to proceed quickly and calmly to the fire exits. [NAME OF CHILDCARE] will hold monthly fire drills to familiarize everyone with the routes they should take. Remember that every second may count – don't return to the workplace to retrieve a child's or your own personal belongings or work-related items.

First aid kits are located in each classroom. A larger, more comprehensive kit is located at the reception desk.

### **13.5 Smoking Is Prohibited**

For the health, comfort, and safety of our employees, and for children, smoking is not allowed on [NAME OF CHILDCARE] property, or anywhere on the campus grounds. We ask that staff does not smoke during their work breaks. Because everyone involved in the child care center is a potential role model for children, and smoking is a known health risk, employees must take special care to not smoke around children or in a way that is visible to [NAME OF CHILDCARE] children.

### **13.6 Violence Is Prohibited**

We will not tolerate violence in the workplace. Violence includes physical altercations, coercion, pushing or shoving, horseplay, intimidation, stalking, and threats of violence. Any comments about violence will be taken seriously – and can result in your termination. Please do not joke or make offhand remarks about violence.

#### **A. No Weapons**

No weapons are allowed in our workplace. Weapons include firearms, knives, brass knuckles, martial arts equipment, clubs or bats, and explosives. If your work requires you to use an item that might qualify as a weapon, you must receive authorization from your supervisor to bring that item to work or use it in the workplace. Any employee found with an unauthorized weapon in the workplace will be subject to discipline, up to and including termination.

#### **B. What to Do in Case of Violence**

If you observe an incident or threat of violence that is immediate and serious, *IMMEDIATELY DIAL 9-1-1* and report it to the police.

If the incident or threat does not appear to require immediate police intervention, please contact your supervisor and report it as soon as possible. The incident will be investigated and appropriate action will be taken. You will not face retaliation for making a complaint about such an incident.

**SECTION 14  
EMPLOYEE PRIVACY**

**14.1 Search Policy**

Employees do not have a right to privacy in their workspaces or in any other property belonging to [NAME OF CHILDCARE]. [NAME OF CHILDCARE] reserves the right to search [NAME OF CHILDCARE] property at any time, without warning, to ensure compliance with our policies on employee safety, workplace violence, harassment, theft, drug and alcohol use, and possession of prohibited items. [NAME OF CHILDCARE] property includes, but is not limited to, desks, computers, file cabinets, storage areas, and workspaces. If you use a lock on any item of [NAME OF CHILDCARE] property (a locker or file cabinet, for example), you must give a copy of the key or combination to your supervisor.

**14.2 Telephone and Cell Phone Use**

It is important to limit distractions away from the care of child/ren and telephone use must be consistently balanced with this priority.

**A. Telephone Monitoring**

[NAME OF CHILDCARE] reserves the right to monitor calls made from or received on [NAME OF CHILDCARE] telephones. Therefore, no employee should expect that conversations made on [NAME OF CHILDCARE] telephones will be private.

**B. Use of [NAME OF CHILDCARE] or Personal cell phones**

Cell phone use of any kind must be limited to circumstances related to safety or urgent issues. Personal use will be restricted to breaks only. Personal cell phones must be kept in a cabinet or drawer, and may not be visible to children or parents.

**SECTION 15  
COMPUTERS, EMAIL, AND THE INTERNET**

Except under unusual circumstances staff who are supposed to be attending to children, should refrain from use of email, and should only be using the internet if it is related to child attending.

**15.1 Internet Use**

We may provide you with computer equipment and capabilities, including Internet access, to help you perform your job. This policy governs your use of that equipment to access the Internet.

**A. Personal Use of the Internet**

Our network and Internet access are for official [NAME OF CHILDCARE] business only. While it is anticipated that employees may occasionally use the internet for personal reasons, we ask that you keep such use to a minimum. Any employee who goes beyond occasional, short term use of [NAME OF CHILDCARE]'s Internet access for personal reasons, or who violates any other provision of this policy, can be subject to discipline.

**B. Prohibited Uses of the Internet**

Employees may not, at any time, access the Internet using [NAME OF CHILDCARE] equipment or links for any of the following purposes:

- To visit websites that feature pornography, gambling, or violent images, or are otherwise inappropriate in the workplace.
- To operate an outside business, solicit money for personal purposes, or to otherwise act for personal financial gain – this includes running online auctions.
- To download software, articles, or other printed materials in violation of copyright laws.

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- To download any software program without the express consent of your supervisor.
- To read, open, or download any file from the Internet without first screening that file for viruses using [NAME OF CHILDCARE]'s virus detection software.

### **C. Internet Use is Not Private**

We reserve the right to monitor employee use of the Internet at any time, to ensure compliance with this policy. No use of the internet is private--- including but not limited to the sites you visit, the amount of time you spend online, and the communications you have.

### **15.2 Social Media**

[NAME OF CHILDCARE] does not allow the posting of photos of the children in our care to any social media or internet sites without the written consent of the parents. [NAME OF CHILDCARE] employees are prohibited from posting information about work and/or the children in the care of [NAME OF CHILDCARE] and may result in disciplinary action.

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with [NAME OF CHILDCARE], as well as any other form of electronic communication.

The same principles and guidelines found in the Employer policies apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects members, customers, patients/residents, suppliers, people who work on behalf of the Employer or the Employer's legitimate business interests may result in disciplinary action up to and including termination.

Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Always be fair to fellow employees and fair and courteous to customers, patients/residents, members, suppliers or people who work on behalf of the Employer. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or supervisor than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, patients/residents, members, employees or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or company policy.

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about the Employer, fellow employees, or enrolled families.

Post only appropriate and respectful content

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- Maintain the confidentiality of [NAME OF CHILDCARE]'s private or confidential information. Do not post internal reports, policies, procedures or other internal business-related confidential communications.
- Respect financial disclosure laws.
- Do not create a link from your blog, website or other social networking site to [NAME OF CHILDCARE]'s website or Facebook page without identifying yourself as an employee of [NAME OF CHILDCARE].
- Express only your personal opinions. Never represent yourself as a spokesperson for the [NAME OF CHILDCARE]. If [NAME OF CHILDCARE] is a subject of the content you are creating, be clear and open about the fact that you are an associate and make it clear that your views do not represent those of Energy Capital Cooperative, fellow employees, enrolled families, or board members. If you do publish a blog or post online related to the work you do, or subjects associated with the [NAME OF CHILDCARE], make it clear that you are not speaking on the company's behalf. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of the [NAME OF CHILDCARE]."

Refrain from using social media while on work time or on equipment we provide.

[NAME OF CHILDCARE] prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Employees should not speak to the media on behalf of [NAME OF CHILDCARE].

### 15.3 Software Use

It is [NAME OF CHILDCARE]'s policy to use licensed software in accordance with the terms of its license agreement. Violating a license agreement is not only unethical – it is also illegal and can subject [NAME OF CHILDCARE] to criminal prosecution and substantial monetary penalties. To help us adhere to this policy, employees may not do any of the following without permission from their supervisor:

- Make a copy of any [NAME OF CHILDCARE] software program, for any reason.
- Install a [NAME OF CHILDCARE] software program on a home computer.
- Install a personal software program (that is, software owned by the employee) on any [NAME OF CHILDCARE] computer.

[NAME OF CHILDCARE] may audit [NAME OF CHILDCARE] -owned computers at any time to ensure compliance with this policy.

## SECTION 16 EMPLOYEE RECORDS

### 16.1 Your Personnel File

[NAME OF CHILDCARE] maintains a personnel file on each employee. The purpose of this file is to allow us to make decisions and take actions that are personally important to you, including notifying your family in case of an emergency, calculating income tax deductions and withholdings, and paying for appropriate insurance coverage.

### 16.2 Confidentiality of Personnel Files

Because the information in your personnel file is by its nature personal, we keep the file as confidential as possible. We allow access to your file only on a need-to-know basis.

### 16.3 Please Notify Us if your Information Changes

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Because we use the information in your personnel file to take actions on your behalf, it is important that the information in that file be accurate. Please notify your supervisor whenever any of the following changes:

- your name
- your mailing address
- your phone number
- your dependents
- the number of dependents you are designating for income tax withholding
- your marital status
- the name and phone number of the individual whom we should notify in case of an emergency, or restrictions on your driver's license.

## **SECTION 17 DRUGS AND ALCOHOL**

### **17:1 Policy Against Alcohol and Illegal Drug Use**

The sale, offer to sell, purchase, use, transfer or possession of illegal drugs while on [NAME OF CHILDCARE] premises or property is prohibited. Violation of this rule will result in disciplinary action, up to and including termination. Termination is likely for a violation of this rule, even for a first offense.

Illegal drug means any drug that: (a) is not legally obtainable, or (b) is legally obtainable, but has not been legally obtained. The term includes marijuana, cocaine, and other illegal drugs, prescribed drugs not legally obtained, prescribed drugs not being used for prescribed purposes, and any substance that a person offers to another as an illegal drug.

No employee shall bring drug paraphernalia onto facility property or into facility vehicles. Drug paraphernalia includes pipes, bongos, rolling papers and other items used in the ingestion or consumption of illegal drugs.

#### **Legal Drugs:**

Legal drugs include prescribed or over-the-counter drugs that have been legally obtained and are being used for the purpose for which they were prescribed and manufactured.

No prescription drug shall be brought upon facility premises by any person other than the person for whom the drug is prescribed by a licensed medical practitioner and shall be used only in the manner, combination and quantity prescribed. The use, possession, sale, offer to sell, transfer, or purchase of legal drugs, except under conditions specifically permitted herein, is prohibited. Violation of this policy can result in disciplinary action, up to and including termination, even for a first offense.

If any employee has any question or concern as to their ability to safely or efficiently perform their job while taking a prescription drug or other medication, the employee has an affirmative obligation to report the use of that drug or medication to their Supervisor, who will contact the Director for a determination of the ability of the employee to work while using that drug. In this case, an employee may continue to work, even while taking a legal drug, if [NAME OF CHILDCARE] has determined, after consulting with the employee's physician, that the employee does not pose a threat to his or her own safety, the patients' safety, or the safety of co-workers and that the employee's job performance is not significantly affected by the legal drug. Otherwise, the employee may be required to take leave of absence or comply with other appropriate actions determined by management. If eligible, accrued Paid Time Off and/or Extended Sick Leave may be elected. To verify eligibility, please refer to the Personnel Policies regarding them.

Failure to report prescription drugs to the Supervisor so that a determination of fitness to work can be made can result in disciplinary action, up to and including termination.



**Alcohol:**

No alcoholic beverages may be brought onto or consumed on [NAME OF CHILDCARE] premises. In other words, the use of alcoholic beverages on [NAME OF CHILDCARE] property by employees is prohibited. Violation of this rule can result in disciplinary action, up to and including termination of employment, even for a first offense.

**2. Prohibition Against Employees Having Illegal Drugs or Alcohol in Their Bodies During Working Time:**

Employees must not have illegal drugs or their metabolites or alcohol in their bodies at any time while on the job. Compliance with these rules is considered an essential job qualification for all employees. Violation may result in disciplinary action, up to and including termination of employment.

**3. Enforcement of Rule Prohibiting Employees from Having Illegal Drugs or Alcohol in Their Bodies During Working Time:**

**Pre-Employment Alcohol/Drug Screening:**

Upon being offered employment with [NAME OF CHILDCARE], the prospective employee will be required to pass a drug screen test administered by [NAME OF CHILDCARE]. The prospective employee refusing to submit to such examination will not be hired by [NAME OF CHILDCARE]. The prospective employee failing the drug screen test will be rejected from further consideration from employment with [NAME OF CHILDCARE] for a period of six months.

**Reasonable Suspicion Alcohol/Drug Screening:**

When [NAME OF CHILDCARE] has a reasonable suspicion that an employee or group of employees is, or may be, impaired or affected on the job by alcohol or illegal drugs, an employee may be required to submit to an alcohol/drug screen test immediately upon demand by [NAME OF CHILDCARE].

Refusal to submit to such a test will be considered insubordination and grounds for dismissal. Any employee failing such a test will be subject to dismissal from employment with [NAME OF CHILDCARE].

A reasonable suspicion may arise from the circumstances of a particular accident or injury occurring on the job, from a physical altercation between employees, from an obvious impairment of physical or mental abilities such as slurred speech or difficulty in maintaining balance, from unexplained significant deterioration in job performance, admissions regarding drug use, or from any other evidence reasonably giving rise to suspicion of on-the-job impairment from the use of alcohol or illegal drugs.

Should an employee of [NAME OF CHILDCARE] feel they have been treated unfairly, they have the right to file a grievance.

**Random Drug Testing:**

All [NAME OF CHILDCARE] employees will be subject to random drug testing. The name and employee number of all employees will be placed in a container and five names will be selected quarterly for random drug testing.

Upon being randomly selected for the drug test, employees will be escorted to the Laboratory immediately where they will sign a consent form. If a selected employee is not on work duty at the time of selection, they will be notified at their first scheduled shift following the drawing.

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Refusal to submit to a random drug testing will be considered insubordination and grounds for dismissal. Any employee failing such a test will be subject to dismissal from employment with [NAME OF CHILDCARE].

### **17.2 Inspections to Enforce Drug and Alcohol Policy**

[NAME OF CHILDCARE] reserves the right to inspect employees, their possessions, and their workspaces to enforce our policy against illegal drug and alcohol use.

## **SECTION 18 TRADE SECRETS AND CONFLICTS OF INTEREST**

### **18.1 Confidentiality and Proprietary Secrets**

During your employment here, you will deal daily with sensitive information, either because you help to develop that information or because you need that information to do your job. Sensitive information about children and their families must be kept confidential. It is important for the health of [NAME OF CHILDCARE] that you keep information you learn through your employment confidential. Employees who improperly disclose sensitive information, confidential information, proprietary information, or trade secret information to anyone outside [NAME OF CHILDCARE] will face disciplinary action, up to and including termination.

After you leave [NAME OF CHILDCARE], you are still legally prohibited from disclosing sensitive, proprietary, or confidential information learned about [NAME OF CHILDCARE], children and families. If you disclose such information, we will seek legal remedies.

### **18.2 Conflicts of Interest**

We expect all employees to devote their energies and loyalties to [NAME OF CHILDCARE]. We do not allow employees to engage in any activities or relationships that create either an actual conflict of interest or the potential for a conflict of interest.

Although we cannot list every activity or relationship that would create either an actual or potential conflict of interest, examples of activities that violate this policy include the following:

- working for a competitor or customer or vendor as a part-time employee, full-time employee, consultant, or independent contractor, or in any other capacity
- owning an interest in a competitor, customer, vendor, or anyone else who seeks to do business with [NAME OF CHILDCARE]
- using the resources of [NAME OF CHILDCARE] for personal gain, and
- using your position with [NAME OF CHILDCARE] for personal gain.

Employees who violate this policy will face disciplinary action, up to and including termination. If you are unsure about whether an activity might violate this policy, or if you have any questions at all about this policy, please talk to your supervisor.

### **18.3 Outside Employment, Consulting, & Honoraria Policy**

[NAME OF CHILDCARE] requires that all regular employees notify the Director of any outside employment or consulting assignments. Such activities will be reviewed for consistency with the best interests of [NAME OF CHILDCARE] and/or clients. Examples of outside employment that could raise conflict of interest question are:

- Performing services for clients or potential clients for payment directly to you by the client;
- Use of [NAME OF CHILDCARE] equipment, supplies, or facilities to benefit another employer;
- Performing services that [NAME OF CHILDCARE] itself, can perform; or
- Employment that prevents you from meeting your responsibilities to [NAME OF CHILDCARE] or to one of our clients (e.g. not being available to meet deadlines or client needs, being late for

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work and/or having to take time off from work, coming to work tired and unable to effectively  
perform job duties).

## **SECTION 19 DISCRIMINATION AND HARASSMENT**

### **19.1 Our Commitment to Equal Employment Opportunity**

[NAME OF CHILDCARE] is strongly committed to providing equal employment opportunity for all employees and all applicants for employment. All employment decisions at [NAME OF CHILDCARE] – including those relating to hiring, promotion, transfers, benefits, compensation, placement, and termination – will be made without regard to race, gender, national origin, or any other prohibited factor.

Any employee or applicant who believes that he or she has been discriminated against in violation of this policy should immediately file a complaint, as explained in our Complaint Policy, in Section 20. We encourage you to come forward if you have suffered or witnessed what you believe to be discrimination – we cannot solve the problem until you let us know about it. [NAME OF CHILDCARE] will not retaliate, or allow retaliation, against any employee or applicant who complains of discrimination, assists in an investigation of possible discrimination, or files an administrative charge or lawsuit alleging discrimination. All managers are required to immediately report any discriminatory conduct or incidents, as set forth in our Complaint Policy.

[NAME OF CHILDCARE] will not tolerate discrimination against any employee or applicant. We will take immediate and appropriate disciplinary action against any employee who violates this policy.

### **19.2 Harassment Will Not Be Tolerated**

It is our policy and our responsibility to provide our employees with a workplace free from harassment. Harassment can take many forms, including but not limited to touching or other unwanted physical contact, posting offensive cartoons or pictures, using slurs or other derogatory terms, telling offensive or lewd jokes and stories, and sending email messages with offensive content. Unwanted sexual advances, requests for sexual favors and sexually suggestive gestures, jokes, propositions, email messages, or other communications all constitute harassment.

If you experience or witness harassment in the workplace, please immediately notify [NAME OF CHILDCARE] by following the steps outlined in our Complaint Policy. We encourage you to come forward with complaints – the sooner we learn about the problem, the sooner we can take steps to resolve it. [NAME OF CHILDCARE] will not retaliate, or allow retaliation, against anyone who complains of harassment, assists in a harassment investigation, or files an administrative charge or lawsuit alleging harassment. All managers are required to immediately report any incidents of harassment, as set forth in our Complaint Policy.

[NAME OF CHILDCARE] will not tolerate harassment against any employee or applicant. We will take immediate and appropriate disciplinary action against any employee who violates this policy.

## **SECTION 20 COMPLAINT POLICIES**

[NAME OF CHILDCARE] is committed to providing a safe and productive work environment, free of threats to the health, safety, and well-being of our workers. These threats include, but are not limited to, inappropriate treatment of children in the program, harassment, discrimination, violations of health and safety rules, and violence.

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Any employee, volunteer or intern who witnesses or is subject to inappropriate conduct in the workplace should first bring the complaint to their immediate supervisor. If the complaint is not adequately responded to, or involves the supervisor it should be brought to the attention of the Program Director. Any supervisor or manager, who receives a complaint about, hears of, or witnesses any inappropriate conduct is required to immediately notify the Program Director. Inappropriate conduct includes any conduct prohibited by our policies about treatment of children or parents, harassment, discrimination, discipline, workplace violence, health and safety, and drug and alcohol use. In addition, we encourage employees to come forward with any workplace complaint, even if the subject of the complaint is not explicitly covered by our written policies.

If a complaint of inappropriate conduct involves the Program Director, the employee should first bring the problem to the attention of the Program Director. If the topic is too sensitive to discuss with the Program Director, or no resolution is gained by first speaking with the Program Director, a written complaint should be presented via email to the President of the Board of Directors. The written complaint must include: 1) An account of what happened (or is happening); 2) The date(s) of occurrence; 3) When and what happened when the complaint was brought to the attention of the Program Director (or why such a notification is inappropriate); and 4) A suggested resolution of the problem. If the complaint is of an immediate nature a phone call should be made, which should be followed by a written complaint.

We encourage you to come forward with complaints immediately, so we can take whatever action is needed to handle the problem. For serious complaints alleging harassment, discrimination, and other illegal conduct, we will immediately conduct a complete and impartial investigation. All complaints will be handled as confidentially as possible. When the investigation is complete, [NAME OF CHILDCARE] will take corrective action, if appropriate.

We will not engage in or allow retaliation against any employee who makes a good faith complaint or participates in an investigation. If you believe that you are being subjected to any kind of negative treatment because you made or were questioned about a complaint, report the conduct immediately to your supervisor or [NAME OF CHILDCARE]'s Director.

## SECTION 21 ENDING EMPLOYMENT

### 21.1 Termination/Resignation Policy

An employee is free to resign their position at any time, with or without cause, and with or without notice. However, to ease transitions and transfer of responsibilities, employees in non-exempt positions are asked to provide two (2) weeks' notice prior to leaving [NAME OF CHILDCARE]. Employees in exempt positions are asked to provide four (4) weeks' notice prior to leaving [NAME OF CHILDCARE].

[NAME OF CHILDCARE] may elect to terminate its employment with employees at its discretion, with or without prior notice.

In cases where an employee is at risk of termination due to substandard job performance, he/she may be presented with a written performance improvement plan. If at the conclusion of the performance improvement plan period the employee does not successfully complete the goals, they may be terminated.

### 21.2 Final Paychecks

Your final paycheck is provided within 24 hours of your last day of employment. However, if you do not provide us with at least 72 hours' notice of your departure date, we will provide your final paycheck within 72 hours of having received notice of your leaving your employment.

Final paychecks will include all compensation earned but not paid through the date of termination.

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*If an employee separates from employment voluntarily, [NAME OF CHILDCARE] will withhold payment for accrued paid time off if the employee gave [NAME OF CHILDCARE] less than 5 days' written or verbal notice.*

**21.3 References**

[NAME OF CHILDCARE] respects the time and devotion that employees in good standing have contributed during their employment. If a recommendation letter is requested by a current or past employee, whether or not a letter is written is at the discretion of the supervisor. If a supervisor cannot write a supportive letter of recommendation, or does not feel that he/she knows the employee well enough to write a letter, it will not be written. [NAME OF CHILDCARE] does not permit supervisors to write confidential letters of evaluation about employees unless they have permission from the Program Director and the Program Director has approved the letter before it is sent. If a non-confidential letter is requested from an employee and includes critical content, the evaluation must be shared with the supervisor in advance, and may be shared with the employee in advance of sending.

**[NAME OF CHILDCARE]  
Employee Handbook Acknowledgment Form**

By signing this form, I acknowledge that I have received a copy of [NAME OF CHILDCARE] 's Employee Handbook. I understand that it contains important information about [NAME OF CHILDCARE] 's policies, that I am expected to read the Handbook and familiarize myself with its contents, and that the policies in the Handbook apply to me. I understand that nothing in the Handbook constitutes a contract or promise of continued employment and that [NAME OF CHILDCARE] may change the policies in the Handbook at any time.

By signing this form, I acknowledge that my employment is at will. I understand that I have the right to end the employment relationship at any time and for any reason, with or without notice, with or without cause, and that [NAME OF CHILDCARE] has the same right. I acknowledge that neither [NAME OF CHILDCARE] nor I have entered into an employment agreement for a specified period of time, that only the Board of Directors (BOD), has the authority to approve such agreements. Nothing in this Handbook constitutes a contract or promise of continued employment.

Employee's Name (Print) \_\_\_\_\_

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\_\_\_\_\_  
*Employee's Signature*

\_\_\_\_\_  
*Date*