

Personnel Policy Manual

**Sun Bright Child care
3-29-21**

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Sun Bright Childcare
EMPLOYEE ACKNOWLEDGMENT

I, _____, an employee at Sun Bright Childcare, acknowledge that I have received a copy of Sun Bright Childcare's Personnel Policy Manual and have been given the opportunity to read the manual and ask questions about the policies in the manual. Furthermore, I understand and agree to abide by the policies set forth in the manual.

I, _____, an employee at Sun Bright Childcare, acknowledge that I have access to Sun Bright Childcare's Personnel Policies online at **Staff.Sunbrightchildcare.com**. I further acknowledge that I have read the online Personnel Policies and had the opportunity to ask questions related to the policies in the manual. I acknowledge that I have regular access to the internet and will refer to the online Personnel Policies as needed and when directed by Sun Bright Childcare. Furthermore, I understand and agree to abide by the policies set forth in the online Personnel Policies.

I have attended an (orientation/training) which covered the personnel policies on _____ Date).

I understand that the policies described in the manual are conditions for continued employment but the language does not create an employment contract between Sun Bright Childcare and its employees for any specified period of time. Sun Bright Childcare reserves the right to alter, amend, or otherwise modify these guidelines, in its sole discretion, without prior notice.

I acknowledge that I have received and read the Sun Bright Childcare Parent Handbook. I acknowledge that I am responsible for adherence to the policies and procedures outlined therein, that I have had the opportunity to ask questions about them and that I understand them. I further acknowledge that I agree to abide by and enforce the policies and procedures outlined in the Sun Bright Childcare Parent Handbook.

I understand that both the Personnel Policy Manual and Parent Handbook are the property of Sun Bright Childcare and it must be returned to Sun Bright Childcare at the time my employment ends. I understand that my failure to return this and other agency property will affect accrued benefits to which I might otherwise be entitled.

I acknowledge the "At Will" status of my employment.

DATE

EMPLOYEE'S SIGNATURE

EMPLOYEE'S NAME PRINTED

DATE

WITNESS SIGNATURE

WITNESS NAME PRINTED

Sun Bright Childcare

POLICY: INTRODUCTION

POLICY NO.: 1.0

Welcome to Sun Bright Childcare. This manual, while not an implied or express contract, states in general terms the policies governing your actions as an employee of Sun Bright Childcare and the benefits of employment with Sun Bright Childcare. It is the policy of Sun Bright Childcare that all employees are employed at the will of the agency. We place special emphasis at Sun Bright Childcare on our employees as individuals and recognize that no manual can cover all situations. It is our hope that everyone will be able to achieve the highest level of performance and job satisfaction possible. Neither this manual, nor any other communication, shall bind Sun Bright Childcare to continued employment of any individual employee, or group of employees or guarantee employment for any specific length of time.

The purpose of this manual is to set forth the personnel and administrative policies relative to the employees of Sun Bright Childcare. It also explains benefits which you may receive as an employee. You are encouraged to discuss any questions you may have with DIRECTOR or OWNER.

In addition to reading this Personnel Policy Manual, employees of Sun Bright Childcare are also required to read the Sun Bright Childcare Parent Handbook and PA Child Care Licensing Regulations. Employees will be required to comply with all state licensing requirements and follow and enforce all policies and procedures as outlined in the Sun Bright Childcare Parent Handbook. Sun Bright Childcare may from time to time require employees to read additional documents/publications which have bearing on their job performance. Employees who fail to read and comply with any and all applicable documents/publications as assigned will be subject to disciplinary action up to and including termination.

Sun Bright Childcare

POLICY: AGENCY HISTORY

POLICY NO.: 1.1

Sun Bright Childcare was started to provide best possible childcare for extended hours to urban children in Philadelphia in 2011..

Sun Bright Childcare

POLICY: **MISSION STATEMENT**

POLICY NO.: **1.2**

Sun Bright Childcare provides childcare services that supports optimal cognitive, social, emotional and physical development through play and support stability to families by offering extended hours of care, seven days a week for children 3 months through 12 years.

Sun Bright Childcare

POLICY: VALUES AND PHILOSOPHY

POLICY NO.: 1.3

Sun Bright Childcare strives to provide best possible childcare to urban children.

Sun Bright Childcare

POLICY: ORGANIZATIONAL CHART

POLICY NO.: 1.4

Owner

|

Director-

|

Teacher In Charge

Facility Staff

Admin Staff

NTN Shift Supervisor

Teacher

Sun Bright Childcare

POLICY: ADOPTING AND AMENDING POLICIES POLICY NO.: 1.5

This policy manual has been adopted by the DIRECTORS/OWNER of Sun Bright Childcare.

The DIRECTOR /OWNER of Sun Bright Childcare reserve the right to adopt, amend and delete any policy herein in HER, THEIR sole discretion at any time without notice in the best interest of Sun Bright Childcare.

Revisions and changes shall be supplied to you and will be available as soon as possible after adoption. New policies or amendments to existing policies will be effective immediately for all employees unless otherwise noted on the policy. Employees are required to keep their individual copy of this Personnel Policy Manual up to date at all times when new and/or amended policies are distributed.

This policy manual will be reviewed at least every year.

Recommendations for changes to the policy manual should be directed to the DIRECTOR/OWNER. Employees making suggestions for changes/additions to this manual are required to submit their suggestion in writing, including their name and position, so the administration can discuss the suggestion as needed with the employee. Employee suggestions should be delivered to the DIRECTOR/OWNER by hand.

Sun Bright Childcare

POLICY: LICENSING AUTHORITY

POLICY NO.: 1.6

A. STATE LICENSING AUTHORITY

DHS PA Code

A full printed copy of the licensing regulations/standards can be found Directors Office. Employees may also find the licensing regulations on the internet at the following link <http://www.pacode.com/secure/data/055/chapter3270/chap3270toc.html> The regulations are also posted at www.staff.sunbrightchildcare.com . These regulations/standards are included as part of this Personnel Policy Manual as if they were written herein and it is the responsibility of every employee to read, understand and follow the regulations. Any violation of the regulations will result in disciplinary action up to and including termination.

Employees are required to read and uphold the regulations and standards issued by DHS at all times during their employment.

Employees are required to immediately notify DIRECTORS/OWNER of any violations of licensing regulations by any person in the organization. Failure to do so will result in disciplinary action up to and including termination.

B. ACCREDITATION

Keystone Stars

A full printed copy of the accreditation standards can be found [Staff.Sunbrightchildcare.com](http://www.staff.sunbrightchildcare.com) and / or http://www.pakeys.org/pages/get.aspx?page=Programs_STARS Employees may also find the accreditation standards on the internet at the following link http://www.pakeys.org/pages/get.aspx?page=Programs_STARS. These standards are included as part of this Personnel Policy Manual as if they were written herein and it is the responsibility of every employee to read, understand and follow the regulations. Any violation of the accreditation standards will result in disciplinary action up to and including termination.

Employees are required to uphold the standards and guidelines published by PA Keystone stars at all times during their employment.

Employees are required to immediately notify Director / Owner of any violations of the accreditation standards by any person in the organization. Failure to do so will result in disciplinary action up to and including termination.

C. OTHER PROFESSIONAL AFFILIATIONS

A full printed copy of the accreditation standards can be found **in director's office**. These standards are included as part of this Personnel Policy Manual as if they were written herein and it is the responsibility of every employee to read, understand and follow the regulations. Any violation of the accreditation standards will result in disciplinary action up to and including termination.

Employees are required to uphold the standards and guidelines published by affiliation at all times during their employment.

Employees are required to immediately notify Director / Owner of any violations of the accreditation standards by any person in the organization. Failure to do so will result in disciplinary action up to and including termination.

Sun Bright Childcare

POLICY: EQUAL OPPORTUNITY EMPLOYMENT POLICY NO.: 1.7

Sun Bright Childcare is an equal opportunity employer. All employment activities will be conducted in a manner to assure equal opportunity for all and will be based solely on the individual merit and fitness of applicants, candidates and/or employees.

A. NON-DISCRIMINATION

Sun Bright Childcare recognizes the following legally protected classes for employees and all employment actions will be made without regard to an employee's race, color, creed, religion, age, gender (including sexual orientation/preference), national origin, pregnancy, disability or veteran's status.

Further, Sun Bright Childcare is an equal opportunity service provider and will provide its services to children and/or their family without regard to the child or family's race, color, creed, religion, age, gender (including sexual orientation/preference), national origin, pregnancy, disability or veteran's status.

Any employee who acts in a discriminatory manner towards any person will be subject to disciplinary action up to and including termination. This includes overt acts of discrimination through speech, writing or behavior as well as acts of indifference, failure to acknowledge another person and/or failure to act in a professional manner towards another person.

Employees hired for positions where the primary responsibility is direct supervision of children must be 18 years of age in accordance with the regulations established by DHS.

B. WORKPLACE HARASSMENT

Sun Bright Childcare provides a workplace free of discrimination. Actions, words, jokes, or comments based on an individual's gender, sexual orientation, race, age, ethnicity, religion, or any legally protected characteristic are not tolerated. Actions by an employee that are designed to threaten, intimidate or bully another employee will not be tolerated. Overt and subtle harassment creates an offensive, hostile, and uncomfortable work environment and is strictly prohibited.

Sun Bright Childcare prohibits sexual harassment. Sun Bright Childcare employees, volunteers, clients, and applicants have a right to work in a harassment free environment, including freedom from sexual harassment. Sexual harassment is strictly prohibited and will not be tolerated. Sexual harassment may be defined as, but not limited to:

- * Suggesting to an employee that submitting to sexual favors enhances employment

opportunities and/or advancement.

- * Threatening or insinuating that refusal to submit to sexual advances will adversely affect employment appraisal, wages, advancement, assigned duties, shifts, or any other condition of employment or career development.
- * Offering unwelcome sexual advancement or flirtation.
- * Using sexually degrading words.
- * Offering sexually suggestive or erotic comments regarding a person's body or mannerisms.
- * Displaying sexually graphic pictures and/or objects in the workplace.

Supervisors shall maintain a workplace free of sexual harassment. Sexual harassment policies shall be discussed with employees assuring that insulting and/or degrading sexual harassment shall not be tolerated.

C. RETALIATION

All employees are encouraged to uphold and report violations of all rules, regulations, statutes, standards and laws to which Sun Bright Childcare is required to comply, with their supervisor, licensing authority and/or appropriate government agency.

Employees are protected from any retaliatory actions when they make a report of harassment, discrimination or violation of local, state, federal laws and regulations. Any supervisor or employee that takes negative employment or disciplinary action against an employee because the employee is known or is suspected to have made a report of harassment, discrimination or violation of local, state or federal laws and regulations will be subject to disciplinary action up to and including termination.

D. COMPLAINT/REPORTING PROCEDURE

Harassment, threats, intimidation and bullying complaints should be reported immediately to the employee's supervisor. If it is inappropriate to notify the supervisor, contact the DIRECTOR/OWNER. The reporting employee will be required to provide a written statement regarding the allegation of harassment as part of the investigation.

Harassment complaints will be investigated promptly and all information will be kept confidential. Investigation results require the OWNER'S action and resolution. All employees are required to fully cooperate in the investigatory process, including providing detailed written statements as directed by a supervisor, owner and/or the Board of Directors. Any employee not cooperating with the investigation process will be subject to disciplinary action, up to and including termination. The employee initiating the harassment complaint will be informed upon

conclusion of the investigation whether harassment was determined to have occurred. If the investigation determines that harassment occurred, the employee initiating the complaint may not be provided with details related to the corrective action and/or disciplinary action levied against the offending party as a matter of confidentiality.

Investigations confirming allegations of harassment of any kind require swift and prompt corrective action, reassignment, demotion and/or disciplinary action up to and including termination against the offending party.

Sun Bright Childcare

POLICY: EMPLOYMENT PROCESS

POLICY NO.: 2.0

Sun Bright Childcare strives to employ people who are the best qualified to meet the needs of the agency. Employment shall be on the basis of proven competence or potential ability as indicated by academic achievement, personal attitude, and prior work experience in accordance with the qualifications and essential job functions listed on the job description.

Employees hired for positions where the primary responsibility is direct supervision of children must be 18 years of age in accordance with the regulations established by DHS PA STATE LICENSING AGENCY.

The employment of all persons shall be contingent upon the approval of the DIRECTOR/OWNER, and completion of all required employment documentation as per Policy 4.1 Required Employee Documentation.

Sun Bright Childcare

POLICY: AT-WILL EMPLOYMENT

POLICY NO.: 2.1

As a business in the COMMONWEALTH of PA the employer/employee relationship is established At Will. The At Will employment relationship affords the employee the right to resign for any reason. Likewise, the employer may terminate the relationship at any time, with or without cause and with or without notice.

It is further understood that the At Will employment relationship may not be altered by any written document or by verbal agreement, unless such alteration is specifically acknowledged in writing and signed by an authorized executive of Sun Bright Childcare.

Sun Bright Childcare

POLICY: CONTRACTED EMPLOYEES

POLICY NO.: 2.2

From time to time, in its sole discretion, Sun Bright Childcare may decide to enter into a contractual relationship with specific employees where it is determined that being contractually bound is in the best interest of the agency. Contracts will be presented to these selected employees and they will be given at least 3 business days to review the contract before signing. Employees presented with employment contracts are encouraged to review them with their own legal counsel and ask any and all questions they may have PRIOR to signing the document. With the exception of the At-Will Employment Policy, all policies contained herein will be included by reference as part of the employment contract.

Sun Bright Childcare

POLICY: NON-COMPETITION

POLICY NO.: 2.3

From time to time, in its sole discretion, Sun Bright Childcare may require employees with access to and significant influence over agency proprietary information to sign a Non-Competition Agreement. Non-Competition Agreements will be presented to these selected employees and they will be given at least 3 business days to review the contract before signing. Employees presented with Non-Competition Agreements are encouraged to review them with their own legal counsel and ask any and all questions they may have PRIOR to signing the document.

Sun Bright Childcare

POLICY: **EMPLOYEE CLASSIFICATIONS**

POLICY NO.: **2.4**

Employees will be notified of the Employee Classifications into which their position fits on the job description and in their Letter of Appointment. For example the Center Director position may be classified as a: Full-Time, Full-Year, Exempt, Administrative Employee.

Sun Bright Childcare reserves the right, in its sole discretion to change an employee classification at any time without prior notice.

1. **Full-Time Employee:** A person who is regularly scheduled for at least 32 hours per week.
2. **Part-Time Employee:** A person who is regularly scheduled for less than 32 hours per week.
3. **Full-Year Employee:** A person who is employed for 52 weeks per year.
4. **Part-Year Employee:** A person who is employed for less than 52 weeks per year.
5. **Long-Term Substitute:** A person employed for a temporary period exceeding 52 weeks and for a specific purpose. Long-Term substitutes will not be eligible for benefits.
6. **Short-Term Substitute:** A person employed for a daily and/or weekly period to fill a vacancy created by the absence of an employee. Short-Term substitutes will not be eligible for benefits.
7. **Exempt:** Employees not eligible to receive overtime pay as per DOL regulations. Their salary covers all hours worked. Exempt employees are paid to perform a job regardless of the number of hours required to accomplish all aspects of the job as outlined in the job description.
8. **Non-Exempt:** Hourly and salaried employees eligible to receive overtime pay as per DOL regulations. Non-exempt employees are paid for the hours worked to complete their job as outlined in the job description.
9. **Classroom/Direct Care Staff:** This includes positions where the employee's primary duties involve direct care and supervision of children. Positions include: JOB TITLES WHICH CORRESPOND TO JOB DESCRIPTIONS: ie... Teacher, Assistant Teacher, Aide, Floater, aDMIN, Substitute etc...
10. **Administrative Staff:** This includes positions where the employee's primary duties involve supervision of employees, program/curriculum, financial and managerial responsibilities. Director, Assistant Director, Office Manager
11. **Facilities Staff:** This includes positions where the employee's primary duties involve

maintenance of facilities, preparation of food, janitorial and/or transportation. Positions include: Maintenance Person

Sun Bright Childcare

POLICY: JOB DESCRIPTIONS

POLICY NO.: 2.5

Employees will be provided, at the time of hire or change of position, with a copy of the Job Description for their assigned position. As per Policy 3.0, an employee's assigned position can change at anytime. The purpose of the Job Description is to provide specific detail of the duties, responsibilities and expectations for the position to which the employee has been assigned. Job Descriptions will be amended from time to time at the discretion of and in the best interest of Sun Bright Childcare.

Employees will be provided with updated copies of their Job Description following amendment and will be notified by their Supervisor when the new duties, responsibilities and expectations become effective. Sun Bright Childcare will give as much notice as is practicable of changes, additions and amendments to Job Descriptions, but is not required to give any specific advance notice of changes.

Employees may be assigned duties and/or responsibilities by their Supervisors at any time that do not appear on their Job Description. Employees are required to complete the assigned duties as if they were part of the written Job Description. Employees who refuse to complete additional assigned duties will be subject to disciplinary action up to and including termination.

Sun Bright Childcare

POLICY: **RECRUITMENT**

POLICY NO.: **2.6**

All position vacancies shall be posted in SunBrightChildcare.com for 1 business days prior to listing in the area newspapers or other advertising so current employees may have the opportunity to apply for the position.

This policy is not a guarantee that a current Employee (or parent) will be promoted/transferred or hired to fill the vacant position. Sun Bright Childcare strives to employ persons who are the best qualified to fill the needs of the agency in accordance with the qualifications and essential job functions listed on the job descriptions.

Employees must have completed 1 year of satisfactory employment, as reflected by the performance appraisal and may not be in any corrective/disciplinary action status within 3 months prior to the posted opening in order to apply for a promotion/transfer to a vacant position within the agency.

All advertisements or postings for job vacancies must be approved by the OWNER prior to distribution by DIRECTOR/OWNER.

Sun Bright Childcare

POLICY: **APPLICATION**

POLICY NO.: **2.7**

All new applicants and current employees applying for a new position within the agency are required to complete the Sun Bright Childcare General Employment Application. The Sun Bright Childcare General Employment Application can found in office. To be considered for the position, the applicant must COMPLETELY fill out the General Employment Application and submit it in a timely manner as per the job positing.

If at any time after hire, it is determined that an employee of Sun Bright Childcare lied or misrepresented anything on the General Employment Application, the employee will be subject to disciplinary action up to an including termination.

Upon hire, employees will be required to complete additional documentation for employment and provide proof of credentials, certifications and experience as stated on the application.

Sun Bright Childcare

POLICY: INTERVIEW

POLICY NO.: 2.8

The DIRECTOR/OWNER will select Candidates for interview from the applications received for the position. Candidates will be interviewed by Director/Owner of the position. The supervisor will recommend the candidate to fill the position and submit their recommendation to the DIRECTOR/OWNER. All hiring is subject to the approval of the OWNER.

Sun Bright Childcare

POLICY: Annual Staff Evaluation

POLICY NO.: 2.81

Sun Bright Childcare Center uses ongoing observations as an effective tool to evaluate consistency of staff adherence to program policies and procedures. It also serves to identify areas for additional orientation and training.

For each employee, at Sun Bright there is a written annual self-evaluation, a performance review from the personnel supervisor, and a continuing education/professional development plan based on the need for an assessment.

Observation of staff is performed by the program director/ owner. Evaluation may include an assessment of each member's adherence to the policies and procedures of the facility with respect to sanitation, hygiene, and management of infectious diseases. Routine, direct observation of employees may be used to evaluate hygiene and safety practices. The observation is always followed by constructive feedback to staff.

Formal evaluation is not a substitute for continuing feedback on day-to-day performance.

Performance appraisals may include a satisfaction component and/or a peer review component.

Compliance with this standard may be determined by licensing requirements set by the state and local regulatory processes, and by state and local funding requirements, or by accrediting bodies.

Sun Bright Childcare

POLICY: RESIGNATION

POLICY NO.: 2.9

Employees are required to give 2 WEEKS, DAYS, WORKING DAYS notice of the intent to resign. Notice must be given in writing to DIRECTOR. Employees may not be absent from work for any reason during the notice period.

Exempt employees have to give a notice of 1 month or as per the contract.

Employees who give the required notice, return all agency property in their possession, are not absent from work during the notice period, comply with all applicable employment policies, and participate constructively in the exit interview will be entitled to be considered eligible for re-hire.

Employees who fail to meet the above requirements will be paid minimum wage for the period and will be considered ineligible for re-hire.

In certain circumstances where the OWNER/DIRECTORS feels it is in the best interest of Sun Bright Childcare, a resigning employee may be told they do not need to report for duty during the notice period. Should this be the case, the resigning employee will be notified and would not need to report to work.

Sun Bright Childcare

POLICY: ABANDONMENT OF POSITION

POLICY NO.: 2.10

Employees will be considered to have abandoned their position, and have permanently separated themselves from employment, for reason such as:

- 1 Walking off the job without permission from your supervisor prior to the end of your assigned work period.
- 1 Leaving work prior to the arrival of any arranged coverage/substitute when a partial day leave is requested. If the arranged coverage/substitute does not show, you cannot leave until other coverage is arranged or an onsite supervisor indicates that you may leave without coverage after confirming that ratios can still be met.
- 1 Not reporting for work as assigned and/or not following the notice procedure according to Policy No. 3.4 to notify your supervisor of your absence.
- 1 Failing to return from any type of approved Leave of Absence according to the Leave Request/Approval
- 1 Failing to request and have granted an extension to an approved Leave of Absence in advance of the original expiration date of the Leave Request/Approval

Employees who abandon their position will be ineligible for rehire.

Sun Bright Childcare will send a notice of Abandonment of Position to the employee via certified mail along with their final paycheck for any days/hours worked up to the date of abandonment.

Sun Bright Childcare

POLICY: FORMER EMPLOYEES

POLICY NO.: 2.11

Former employees are not permitted on Sun Bright Childcare property without prior permission from DIRECTOR/DIRECTOR. Former employees who wish to visit, volunteer and/or attend an agency function must contact the DIRECTOR/OWNER in writing, via email or via telephone to ask permission. Granting permission is in the sole discretion of OWNER/DIRECTOR and will be based upon the best interest of the agency.

Current Employees may not discuss any matters related to Sun Bright Childcare or its clients with a former employee. Any inquiries made by a former employee to a current employee should be directed to OWNER/DIRECTOR. As the former employee is no longer part of the Agency, any and all discussions with them by current employees would be a violation of the Confidentiality Policy and will result in disciplinary action up to and including termination.

Former employees should also be aware that professional codes of conduct and confidentiality still apply even after employment is terminated. Sun Bright Childcare will seek to hold former employees accountable for any violation of client and or staff's rights of privacy. Further, Sun Bright Childcare will pursue all legal remedies available for actions which slander, defame and or impugn the business reputation of the agency.

Former employees will only be eligible for re-hire if they meet the following criteria:

1. Gave appropriate notice prior to leaving employment (This may be waived in cases of emergency medical circumstances that make giving notice impossible);
1. Returned all agency property prior to leaving employment;
1. Constructively participated in an Exit Interview prior to leaving employment;
1. Presented no issues following separation of employment, i.e....maintained professional codes of conduct, maintained confidentiality according to agency's confidentiality policy;
1. Did not otherwise abandon her/his position.

Former employees seeking re-hire must personally contact OWNER/DIRECTOR in writing, by email and/or by telephone to inquire as to their eligibility for re-hire prior to submitting an application.

Sun Bright Childcare

POLICY: RETURN OF AGENCY PROPERTY

POLICY NO.: 2.12

Upon separation of employment, departing employees are required to return any and all agency property given to them during the course of their employment. Failure to return agency property will result in forfeiture of accrued leave.

Further, Sun Bright Childcare will pursue all legal avenues available to recover stolen property and/or work product including but not limited to contacting local police and filing a civil action for damages.

Sun Bright Childcare

POLICY: ASSIGNMENT

POLICY NO.: 3.0

Employees will be assigned to a position for which they are qualified, based on the needs of the agency in an effort to provide services of the highest quality and efficiency, and to maintain compliance with DHS LICENSING REGULATIONS, Keystone Stars and any affiliates Performance Standards. Sun Bright Childcare will make employee assignments in its sole discretion. An employee's assignment includes, position, pay, scheduled hours and location.

Sun Bright Childcare reserves the right to change an employee's assignment at any time to continue to meet the needs of the agency and to maintain compliance with DHS LICENSING REGULATIONS, Keystone Stars and/or affiliates PERFORMANCE STANDARDS.

Employees may request a change of assignment in writing to their immediate supervisor. Employees should include the reason for the request, any and all benefits the change would provide the agency and the specific schedule, position and/or pay change the employee is requesting. The Supervisor will review the request, discuss the reason and benefits the change offers the agency with the employee and the DIRECTORS/OWNER prior to the making a final decision. For additional information see Policy No. 3.2 Transfer.

Employees will be required to work overtime or alternate schedules as assigned by a Supervisor, Director, and/or Owner. Employees will be given as much notice as possible when changes to their normal work schedule are made.

Employees who refuse re-assignment will be subject to disciplinary action up to and including termination.

Sun Bright Childcare

POLICY: PROVISIONAL PERIOD

POLICY NO.: 3.1

Provisional Employee: An employee will be provisional for up to 180 CALENDAR, days when initially hired or placed in a new position. During the Provisional Period, Sun Bright Childcare will evaluate the provisional employee's performance to determine if she or he meets the standards set by Sun Bright Childcare as outlined by the job description, Personnel Policy Manual, state licensing regulations and/or accreditation standards.

Provisional employees are not eligible to use, vacation, personal, or any other form of paid absence.

A. ONBOARDING/ORIENTATION

Provisional Employees will take part in Sun Bright Childcare's On-boarding/Orientation Program. This program is designed to teach new employees the functions of their job, the procedures and policies for which they are accountable and the agency's corporate culture. During the On-boarding/Orientation process, provisional employees are encouraged to ask questions and seek clarification of all material presented. Provisional Employees should remember that the Provisional Period is a time when the agency is determining if the employee is a good fit for the agency, and employee should be considering if the agency is a good fit for them as well. While learning and understanding are a continual process, it is expected that Provisional Employees should know the full extent of the employer's expectations, functions of their job, licensing regulations and corporate culture by completion of the Provisional Period.

B. PROVISIONAL PERIOD PERFORMANCE APPRAISAL

When the employee nears completion of the On-boarding/Orientation Program and before the last day of the Provisional Period, their supervisor will conduct a Provisional Period Performance Appraisal. The employee will meet with their Supervisor to discuss the Appraisal and the Supervisor will recommend that the employee be given regular employment status, have employment terminated or have the Provisional Period extended to provide more training and review.

The Provisional Period is 180 CALENDAR days, by approval of the OWNER / DIRECTOR and only where it is deemed necessary and appropriate. In all cases of recommendations to extend an employee's provisional period, the supervisor must submit a Performance Appraisal and the reason for extension and the length of extension that is recommended. Recommendations for extension cannot be submitted after the Provisional Period concludes.

Upon successful completion of the Provisional Period, the supervisor will recommend regular employee status for the employee to the OWNER/DIRECTOR. The recommendation must be accompanied by a completed final Provisional Performance Appraisal. Upon approval by the

OWNER/DIRECTOR, the employee will attain regular employment status and thereby will be deemed eligible for those benefits provided to regular employees of the same classification.

Should the provisional employee not be recommended for regular status, the employee will be terminated no later than the last day of the provisional period or any extension thereof.

Employment may be terminated at any time during the provisional period with or without cause.

All employment documentation required must be provided by the employee prior to acquiring regular employment status.

Sun Bright strives to be a high quality facility and embarks on continuous quality improvement. To this end all staff members are a team and will strive to reach the quality improvement goal.

Staff members needing assistance and training will be provided the training. Non cooperating staff members will be warned and may be terminated.

Sun Bright Childcare

POLICY: TRANSFER

POLICY NO.: 3.2

Voluntary Transfer:

A written request from an employee for transfer within their job classification may be considered by the Agency. Written requests should be submitted to OWNER / DIRECTOR and must include the position to which the employee would like to be transferred, the reason for the request, and perceived benefits to the agency. Sun Bright Childcare will evaluate the employee's request based upon the needs of the Agency. The decision to approve an employee's transfer request is at the sole discretion of Sun Bright Childcare.

Employees may apply for any vacant position within Sun Bright Childcare for which they are qualified in accordance with Policy No. 2.7: Assignment, and will receive the same consideration as any applicant for the position.

Involuntary Transfer:

As agency needs vary, Sun Bright Childcare reserves the right to change an employee's assignment in its sole discretion. Changes to an employee's assignment may include changes to one or more of the following: position, pay, scheduled hours, and/or location.

Employees who refuse a transfer will be subject to disciplinary action up to and including termination.

Sun Bright Childcare

POLICY: ACTING APPOINTMENT

POLICY NO.: 3.3

The Agency may appoint an employee to fill a position on a temporary basis.

The employee may receive a pay adjustment during the acting appointment to compensate for additional duties and responsibilities as determined by the DIRECTORS/OWNER on a case by case basis.

The employee will automatically return to her or his previous position and previous rate of pay when the acting appointment is completed.

Employees who refuse an acting appointment may be subject to disciplinary action up to and including termination.

Sun Bright Childcare

POLICY: **HOURS OF ATTENDANCE/WORK SCHEDULES/CALLOUTS**

POLICY NO.: **3.4**

Work schedules are prepared by DIRECTOR/OWNER each WEEK and will be posted on FRIDAY. The schedule will include work hours, and days off. Hours of attendance have been carefully planned and employees are required to work the hours and days for which they have been scheduled.

Hours of attendance have been carefully planned and employees are required to work the hours and days for which they have been scheduled. Temporary and permanent schedule changes may be necessary to effectively meet the needs of the program. Employees who refuse a schedule change will be subject to disciplinary action up to and including termination as stated in the Assignment Policy Number 3.0 and Transfer Policy Number 3.2.

If you are unable to report to work for any reason, you must notify your immediate supervisor at least 3 hours **prior** to your scheduled starting time. Staff must speak to the Director. Texting is not an option. Failure to notify your immediate supervisor in a timely manner will be considered unexcused and the employee will be subject to disciplinary action.

Employees will not be permitted to use available leave time for an unexcused absence. Employees who fail to notify their supervisor at all will be considered to have abandoned their position, and the employee will be considered to have voluntarily terminated their position. Refer to Policy Number 2.10 Abandonment of Position.

Non-exempt employees must seek prior approval for completing work assignment at home. Permission will only be granted in limited circumstances as employees are afforded time during their scheduled work day to complete all tasks as assigned in their Job Description. Employees who find they cannot complete assignments during their schedule hours of work should discuss this with their immediate supervisor. Non-exempt employees who take work home without prior approval will be subject to disciplinary action up to and including termination.

Sun Bright Childcare

POLICY: MEALS AND BREAK PERIODS

POLICY NO.: 3.5

In accordance with Federal and State Wage and Hour Laws, Sun Bright Childcare provide regularly scheduled Meal or Break periods for employees.

While Sun Bright Childcare strives to provide regular meal and break periods to employees, there may be times when, due to enrollment and employee absences, employees may be told by their supervisor that their meal or break period is being postponed, shortened or canceled on a given day. Maintaining ratio at all times throughout the agency is of critical importance and employees are required to work as assigned to ensure ratios are maintained. Any employee who ignores a supervisor's instruction to postpone, shorten or miss a meal or break period will be considered to have abandoned their position and voluntarily resigned.

Meal or Break periods scheduled for 60 minutes or more in length will be UNPAID breaks. An approval from Director/Owner is required to for the break time to be paid.

Sun Bright Childcare

POLICY: WORK RELATED TRAVEL

POLICY NO.: 3.6

In accordance with Policy Number 3.7 regarding Professional Development/Training Hours, any employee may be required to travel to and from alternate work sites to complete required training hours, for professional interaction and/or to complete work assignments. If the employee does not attend the training/conference/meeting or complete work assignments which are the purpose of travel, the employee will be subject to disciplinary action up to and including termination. Further, Sun Bright Childcare will seek repayment of any funds paid out in relation to such travel including but not limited to, transportation, meals, lodging, registration fees, and/or activities fees.

DIRECTOR/ADMINISTRATOR/OFFICE MANAGER will book all overnight travel arrangements as necessary for attendance at out of area functions. Employees will be informed prior to booking of the dates and times of travel to avoid a potential conflict. The traveling employee will not be able to dictate the time or mode of travel. The DIRECTOR/ADMINISTRATOR/OFFICE MANAGER will attempt to work with the employee so as not to create a burden. The DIRECTOR/ADMINISTRATOR/OFFICE MANAGER will make the final determination related to all travel arrangements. Any employee who refuses to travel as assigned will be subject to disciplinary action up to and including termination.

Non-exempt employees who are traveling on approved agency business will be compensated for the time spent traveling provided the travel occurs during normal working hours. If travel occurs at times other than normal working hours the employee must receive prior approval for the travel in order to receive payment.

Refer to Policy Number 6.3 Expense Reimbursement for information regarding mileage and other expenses related to required work travel.

Employees will not be compensated for time spent commuting to and from work.

Sun Bright Childcare

POLICY: PROFESSIONAL DEVELOPMENT

POLICY NO.: 3.7

Sun Bright Childcare and our state regulations require all employees to participate in career/professional development opportunities. Sun Bright Childcare will provide opportunities for employees to participate in career/professional development through supervision, in-service training, meetings, and attendance at special training programs, conferences, and workshops. The specific number of hours and/or credits required for each position will be indicated on the job description.

Whenever an employee attends a training event she or he will be required to submit a written summary of the training within 5 business days of attendance in Training Reflection Form. The written summary will be placed in the employee's personnel record. The written summary may be shared with other employees to spread the information presented throughout the program. Occasionally, employees may be asked to present their summary at a staff meeting or other in service event.

Non-exempt employees who travel for training events will be compensated for the actual travel time associated with getting to and from the event when they leave from a worksite, report to the event site and return to a worksite, provided they have received prior approval to attend the event. When traveling from home to a training event site, this time is considered commute time and will not be compensated unless it is over 100 miles. Non-exempt employees will be required to record their time on their Payroll Record and designate the time as Training. Compensation for Non-exempt employees will be based upon actual work and any approved travel hours. No compensation will be given for free time, meal time, overnight time, or periods between sessions at the event.

Exempt employees do not receive additional compensation for attendance at a training event as it is considered part of their job duties to participate in Professional Development.

Any employee who does not receive the required number of training/professional development hours as stated on their job description and/or additional hours as assigned will be subject to disciplinary action up to and including termination.

Sun Bright Childcare

POLICY: EMERGENCY CLOSINGS

POLICY NO.: 3.8

In any emergency the safety and security of the children and employees is of the utmost concern. Sun Bright Childcare requires that all employees act in a professional and calm manner in the face of any emergency. Further, it is expected that all employees will attend to the safety and security of the children throughout an emergency scenario.

Due to severe weather conditions or other emergency situations, there may be times when the Sun Bright Childcare facilities may be closed. Emergency closing is at the discretion of the DIRECTOR/OWNER.

Severe Weather Conditions:

In the event of severe weather conditions, Sun Bright Childcare will generally follow SCHOOL DISTRICT in determining whether or not to close the program. Employees are instructed to listen to local radio and television stations for emergency closing information in these circumstances. Sun Bright Childcare may also post on their website www.Sunbrightchildcare.com

Employees are also instructed to contact Director/Owner for further instructions. There may be times when employees will be assigned to different facilities during weather emergencies. Employees are instructed to contact Director/Owner by 5 a.m. and again at 9 p.m. for further instructions. Failure to make this contact may result in disciplinary action up to and including termination.

Other Emergencies:

Other situations, including but not limited to, electrical power failure, lack of water, lack of heat or air conditioning, plumbing issues, hazardous road conditions, or other situations which may endanger the safety or health of children and employees, may result in Sun Bright Childcare facilities being closed at the discretion of the DIRECTOR/OWNER. Employees will be advised of their obligations in these situations.

In the event of emergency closing in the middle of the day, employees will be instructed by supervisory staff as to their responsibilities during the emergency. Employees will be required to remain at the agency as long as there are children present. This may require employees to remain after normal closing hours. Employees must be mindful that compliance with Licensing Regulations must be maintained even in emergency situations. Employees will be informed by supervisory staff as to when they are able to go home. Employees may be required to go to another center to assist during an emergency closing. Employees who refuse to cooperate during an emergency situation will be subject to disciplinary action up to and including

termination.

Employee Pay during Emergency Closings

Exempt and Non-Exempt employees will not be paid for days when Sun Bright Childcare is closed due to inclement weather or other emergency situation.

When the agency closes after opening for the day, non-exempt employees will be paid only for the hours they actually work. Exempt employees who report to work and are sent home due to inclement weather or other emergency will be compensated for the entire day.

Alternate Safe Location

Sun Bright Childcare has designated **Temple Hospital Emergency Room**, as its alternate safe location. This location will be used to house the employees and children in cases where the physical site is uninhabitable. Such scenarios include but are not limited to: fire, flood, toxic spill, and/or fumes. Director/Owner/Shift Supervisor will make the determination to evacuate the center and proceed to the alternate safe location and will advise the employees as such. Employees are required in all emergency situations to have the sign in/out sheet and/or attendance record and emergency contact forms for their classroom when exiting the center. Again, employees must remain with the children in the alternate safe location until they are dismissed by a supervisor.

Sun Bright Childcare

POLICY: EMPLOYMENT RECORDS

POLICY NO.: 4.0

A confidential file will be maintained on each employee containing all employment related documents such as the employment application, resume, job and salary history, performance appraisals, corrective action or coaching plans, disciplinary actions, general correspondence and other documents that pertain to employment with Sun Bright Childcare. To comply with the Americans with Disabilities Act, Sun Bright Childcare keeps all medically related information in a separate confidential file with restricted access.

Any false statements made by employees on their employment applications or personnel records will result in disciplinary action, up to and including termination.

An employee may have be granted a SUPERVISED access to her or his file during normal business hours upon request to Owner. Employment records may not be removed from office. Employees are prohibited from removing any documents from their employment record. Employees may only add documentation to their employment record with the permission of Owner.

Sun Bright Childcare

POLICY: REQUIRED EMPLOYMENT DOCUMENTATION POLICY NO.: 4.1

The following is a list of documents that each employee is required to complete at the time of employment and update as needed throughout the course of employment. Employees who fail to provide the required documents within the prescribed time frame will be subject to disciplinary action up to and including termination. This list may amended or updated as needed.

- 1 General Employment Application
- 2 State ID
- 3 Social Security Card
- 1 IRS Form W-9 and two forms of government issued identification
- 1 Emergency Information Form
- 1 Health Appraisal, Fitness for Duty
- 1 Proof of High School Graduation/GED
- 1 Proof of highest level of education achieved
- 2 College Transcripts
- 1 All required clearances and background checks
- 1 Professional Development Certificates of Attendance
- 1 Confidentiality Agreement
- 2 Fire Safety / CPR
- 3 Letters of Recommendations- two
- 4 Experience Verifications – two
- 5 Mandated Reporter Training Certificate
- 6 New Staff Orientation

Certain positions may also require the following:

- 1 Employment Contract
- 1 Non-Compete Agreement

Sun Bright Childcare

POLICY: ACCESS TO EMPLOYMENT RECORDS POLICY NO.: 4.2

Employees will be granted access to their Employment Record upon written request to OWNER. Sun Bright Childcare will allow employees to review their Employment Record in person, at a time which is mutually convenient to both the employee and OWNER. Employees are NOT permitted to remove anything from the Employment Record and will not be allowed to view their Employment Record without OWNER present. Employees may only add information to their Employment Record with the permission of OWNER.

Sun Bright Childcare

POLICY: ELECTRONIC EMPLOYMENT RECORDS

POLICY NO.: 4.3

Sun Bright Childcare may store and/or transfer personal employee information in an electronic format. Personal information may include name, address, social security number, driver's license number, banking account information. This information is kept and shared electronically for payroll, tax, and licensing purposes only. Electronic storage and transfer of personal data is handled with special care and security considerations to protect the employee's identity.

Sun Bright Childcare reviews and updates the security systems in place to protect the personal data stored electronically.

In compliance with state and federal laws, Sun Bright Childcare will provide specific written notice to employees should there be a breach of security which compromises any employee personal data.

Sun Bright Childcare

POLICY: EMPLOYMENT REFERENCES

POLICY NO.: 4.4

Written requests for references should be directed to the following: OWNER/DIRECTOR.

Sun Bright Childcare will release information regarding position(s) held and length of employment for reference purposes. In order to release any additional information regarding employment, the employee must provide a signed release. Confidential information will only be provided with the employee's express written permission. All requests for references must be in writing. Sun Bright Childcare will not provide information by telephone.

Unless specifically authorized by DIRECTOR/OWNER, employees are strictly prohibited from providing references for any employee under any circumstance including a personal reference. Any employee who provides a reference for another employee without authorization from a supervisor will be subject disciplinary action including termination.

Employment/Internship references for high school and/or college students will be provided upon written request of the student to the DIRECTOR/OWNER and may include more subjective information related to quality of work, knowledge of child development or other relevant areas of expertise and work ethic as requested by an instructor, college professor or guidance counselor.

Sun Bright Childcare

POLICY: EMPLOYMENT VERIFICATION

POLICY NO.: 4.5

From time to time employees may request that Sun Bright Childcare verify employment, position held, salary, address, and other information for credit and other purposes. Written requests must be made to the following: OWNER/ DIRECTOR.

Requests for employment verification sent to any other employee may create a delay in releasing the information. Unauthorized employees are strictly prohibited from responding to any request for employment verification. All requests will be answered by OWNER/ DIRECTOR/ADMIN.

All requests must be made in writing. Sun Bright Childcare will not verify employment by telephone. The request must include the employee's written authorization to release or verify any information.

Occasionally Sun Bright Childcare receives subpoenas for employee information. Sun Bright Childcare is required by law to release the information requested in the subpoena and will comply with any subpoena it receives. The employee and/or their Attorney at Law will receive a copy of everything submitted in response to a subpoena.

Sun Bright Childcare

**POLICY: REQUIRED CLEARANCES, BACKGROUND
AND CREDIT CHECKS**

POLICY NO.: 4.6

Employees and Volunteers with access to children are required to have the following clearances and background checks on file with Sun Bright Childcare prior to working in any capacity with children.

- 1 FBI Fingerprint Check
- 1 State Police Criminal Background Check
- 1 Child Abuse Registry Check
- 2 Health Check with TB Test

Employees may be asked to resubmit any of the above listed clearances at any time during the course of their employment. Failure to comply with a request to resubmit for a clearance will result in termination.

Employees will be asked to OBTAIN NEW CLEARANCES DURING CONTINUED EMPLOYMENT PERIODS AS PER LICENSING REGULATIONS or Sun Bright's discretion.

Employees with access to and/or significant oversight of any funding, cash receipts, company credit cards, bank accounts, and/or budgetary information will be required to submit a personal credit check.

Sun Bright Childcare

POLICY: EMPLOYEE'S PERSONAL REPRESENTATIVE POLICY NO.: 4.7

Sun Bright Childcare will only discuss details of an employee's employment status with the subject employee. This includes but is not limited to: job assignment, salary, days off, attendance, performance, promotion, demotion and pay. Sun Bright Childcare will not at any time entertain inquiries made by the parents, spouses and/or other acquaintances of an employee. Sun Bright Childcare follows this policy because to do otherwise would be unprofessional and a violation of the employee's rights of privacy.

Sun Bright Childcare will, at the employee's request, discuss employment related information with the employee's retained Attorney at Law. The employee's Attorney at Law MUST present a Letter of Representation before Sun Bright Childcare will communicate in anyway with them.

In the case of a personal or medical emergency, Sun Bright Childcare will contact a designated emergency contact person on the employee's behalf. Employees will be required to list an emergency contact person as part of their employment documentation.

Employees will be subject to disciplinary action up to and including termination when someone continues to contact and/or harass the employer regarding an employee's employment status. Further, the employer will contact the police to report any harassment.

Sun Bright Childcare

POLICY: EMPLOYEE CODE OF CONDUCT

POLICY NO.: 5.0

The DIRECTORS/OWNER believe that the purpose of the Employee Conduct Policy is to set standards of workplace conduct, improve employee performance and customer service. As such, the policies included in this section shall serve as a guide for supervisors and employees and shall be used as guidance in evaluating and correcting employee behavior and performance that does not meet standards. Employees who fail or refuse to meet the standards of conduct outlined in the following policies will be subject to disciplinary action up to and including termination.

As the basic standard of fairness in the Agency, employees are to be informed of the types of behavior expected of them and the rules, regulations, policies, procedures, and practices by which they must abide. Corrective actions result from failure to abide by the standards. It is the policy of Sun Bright that the standards of conduct for employees be equitably enforced.

Each employee is expected to conduct her/himself in a manner befitting her or his status as an employee of Sun Bright Childcare. All employees shall refrain from actions or public announcements, which reflect adversely upon the Agency. Employees shall exercise prudence and discretion in regard to all official business of the Agency.

A corrective action may include a reprimand, written warning, probation, suspension, or termination as deemed appropriate by Sun Bright Childcare. All disciplinary actions, with the exception of termination, will include a corrective action/coaching plan component that the employee is required to complete. Any employee who fails or refuses to complete the corrective action/coaching plan as assigned will be subject to additional disciplinary action up to and including termination.

Sun Bright Childcare

POLICY: CLIENT RELATIONS

POLICY NO.: 5.1

Clients are our organization's most valuable asset. Every employee represents Sun Bright Childcare to our clients and to the public. The manner in which we perform our jobs presents an image of our entire organization to our clients and the community at large. Clients judge all of us by how they are treated by each and every employee. Nothing is more important than being respectful, courteous, friendly, helpful, and prompt in the attention given to clients.

Your personal contact with the public, your manners on the telephone and the communications we send to clients are a reflection not only of your own professionalism, but also of the professionalism of Sun Bright Childcare. Positive client relations not only enhance the public's perception or image of Sun Bright Childcare, but may also pay off in increased grants and contracts.

As a requirement of your employment all employees of Sun Bright Childcare will interact respectfully, courteously, and promptly with our clients. In cases where a client (parent of an enrolled child, authorized pick up/emergency contact person) is being negative, aggressive, hostile and/or verbally abusive to any employee, the employee is expected to remain calm and professional and exit the situation as respectfully as possible. The employee must immediately report the details of the client's behavior to their supervisor. Employees will be held accountable and disciplined according to Disciplinary Action Policy if they respond to a poorly behaving client in a negative, threatening or hostile manner. Employees may be firm in stating that the client's behavior is inappropriate and that they must stop or leave the premises immediately, but they may not engage in any type of verbal or physical altercation.

Employees who fail to have appropriate client relations will be subject to disciplinary action, up to and including termination.

Sun Bright Childcare

POLICY: BUSINESS ETHICS AND CONDUCT

POLICY NO.: 5.2

The successful business operation and reputation of Sun Bright Childcare is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of applicable laws and regulations, as well as a scrupulous regard for the highest professional standards of conduct, personal integrity and best business practices.

The continued success of Sun Bright Childcare is dependent upon our clients' trust and we are dedicated to preserving that trust. Employees owe a duty to Sun Bright Childcare, and its clients, to act in a way that will merit their continued trust and confidence.

Sun Bright Childcare will comply with all applicable laws and regulations and expects its directors, officers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws, statutes, ordinances, and regulations and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high ethical principles, will guide employees with respect to acceptable conduct. When a situation arises where it is difficult to determine the proper course of action, the employee should discuss the matter with his or her immediate supervisor, and if necessary, with the Director for advice and consultation. Where the course of action is still not immediately clear, the Director or designee will consult with legal counsel or other consulting experts for guidance.

Compliance with this policy of Business Ethics and Conduct is the responsibility of every Sun Bright Childcare employee. Disregarding or failing to meet this standard of business ethics and conduct will result in disciplinary action up to and including termination.

Sun Bright Childcare

POLICY: ACCEPTANCE OF GIFTS & GRATUITIES POLICY NO.: 5.3

Employees of Sun Bright Childcare are prohibited from accepting gifts, money, services, or gratuities from clients, vendors, contractors, and all other persons doing business with Sun Bright Childcare.

Should a client, vendor or business associate of Sun Bright Childcare present an employee with the offer of a gift, gratuity, services or money the employee should state directly and politely that acceptance would be a violation of employment rules and direct the client, vendor or business associate to the DIRECTOR.

Gifts received by the Agency shall become the sole and exclusive property of Sun Bright Childcare.

Violation of this policy will result in disciplinary action up to and including immediate termination.

Sun Bright Childcare

POLICY: EMPLOYEE'S PERSONAL ITEMS

POLICY NO.: 5.4

Sun Bright Childcare is not responsible for an employee's personal items brought to any Sun Bright Childcare facility or to any work-related field trip or training session.

Employees are prohibited from bringing personal items to the workplace. Work space is provided for the employee to successfully complete the requirements of her or his position. It is not intended to be treated as a display area for an employee's personal possessions.

According to DHS licensing regulation, ALL prescription and/or over the counter medication must be kept in the agency's designated medication location out of reach of children. Employees are strictly prohibited from carrying any prescription and/or over the counter medication, including vitamins and supplements on their person, in their purse or any work bag or in their classrooms. Employees requiring medication during the work day must secure their medication in the designated medication location. The only exception would be for rescue inhalers. Employees must inform OWNER/DIRECTOR that they are carrying a rescue inhaler throughout the facility. If any other medical condition requires an employee to keep emergency medication on their person at all times, the employee MUST present the OWNER/DIRECTOR with medical certification detailing the need for medication to be immediately available. Sun Bright Childcare will evaluate these circumstances on a case by case basis. Sun Bright Childcare will dialogue with the employee and their certified health care provider and the licensing authority to see if a reasonable accommodation can be reached so as not to violate the above referenced licensing regulation while maintaining the employee's and children's health and safety.

INSPECTION AND SEARCHES

Sun Bright Childcare has the right to require employees, while on duty or on Sun Bright Childcare premises including parking lots, to agree to inspections of personal property, vehicles, as well as the offices, desks, and file cabinets assigned to them. If an employee withholds consent to such an inspection, the employee will be immediately terminated.

Sun Bright Childcare reserves the right to remove an employee's personal possession(s), which it deems inappropriate for the workplace.

An employee who is terminated will not be given an opportunity to clean out their work area. Any personal property which may be in the work space will be packed and shipped to the employee at the employee's expense.

Employees may bring personal items related to a legitimate work purpose into the program. These items include but are not limited to: resource books, curriculum supplement materials, and/or classroom decorations. Any personal items brought onto agency property must be

properly registered with DIRECTOR/ ADMIN. Employees must complete a sign in sheet detailing the items brought into the agency. The items must be clearly labeled with the employee's name when they are initially brought into the agency.

Should an employee fail to register personal items with DIRECTOR/ ADMIN the items will be considered a donation to Sun Bright Childcare.

All employees are required to carry all items in and out of the facility in a clear plastic tote-bag. Sun Bright Childcare will provide each employee with a clear plastic tote-bag for this purpose. Should the employee destroy/lose the clear plastic tote-bag, they will be required to purchase a replacement from the program.

Sun Bright Childcare

POLICY: CARE OF EMPLOYEE'S CHILDREN

POLICY NO.: 5.5

Sun Bright Childcare allows employees to enroll their children in the program. Under most circumstances, an employee who has a child enrolled in the center where she or he is employed will be prohibited from providing direct care to her or his child.

Any tuition reduction benefit is discussed in Policy Number 6.9 Discounted/Free Tuition for Children of Employees.

Employees are required to complete ALL enrollment documentation, including a fee agreement. Employees with a child(ren) enrolled in the program are required to comply with all licensing regulations and parent policies.

Sun Bright Childcare reserves the right to dis-enroll an employee's child(ren) if the employee's performance is affected by having their child(ren) at the center. Employees must remember they are employed to perform a specific job description and must not allow themselves to be distracted by having their child(ren) enrolled in the program. The employee must not interfere with the supervision or authority of their child(ren)'s classroom teacher or other staff as assigned to care for the employee's child.

Employees are required to have back up plans for their children's care when the child is unable to attend the program due to illness or closure of the educational program for Professional Development. Employees should not assume that they will be relieved from duty if their child is sick and must be sent home during the day. Employees are accountable to ratios and continuity of care for the children in the program and MUST have contingency plans in place, emergency contacts and alternate pick-up persons on record in their child's file.

Sun Bright Childcare will not provide continued care to the children of terminated employees. Employees who resign under favorable circumstances and are eligible for consideration for re-hire must discuss the continued enrollment of their child with DIRECTOR/OWNER. Sun Bright Childcare will determine in its sole discretion whether continued enrollment of an employee who has resigned is permitted on a case by case basis.

Non-enrolled children of employees are PROHIBITED from entering upon agency property except with the prior approval of the DIRECTOR/OWNER or when the employee's family is invited to participate in agency activities.

Sun Bright Childcare

POLICY: **CONFIDENTIALITY**

POLICY NO.: **5.6**

This Confidentiality Policy has been adopted to ensure confidentiality and protection of individual rights of privacy for children, families, and employees of Sun Bright Childcare. The individual dignity of children, families, and employees shall be respected and protected at all times in accordance with all applicable laws.

Information about children, families, or employees must not be divulged to anyone other than persons who are authorized to receive such information. This policy extends to both internal and external disclosure of information.

An employee's responsibility to maintain confidentiality regarding information learned about, children, their parents/guardians, families and other employees extends 24 hours per day, 7 days per week regardless of how or where the information was attained. Employees must be diligent in their efforts to maintain confidentiality, and should be aware that there are job related consequences for violations of confidentiality and rights of privacy, and that there is also the potential for civil liability against the individual employee and the agency.

Confidentiality of Children's and Families' Information:

- a. All children's records must be kept onsite in a locked and secure file.
- a. Access to children's records is limited to employees with a "need to know".
- a. Children's records must not be removed from the center.
- a. Children's records must never be left out on desks, tables, etc. where other people may have access to them.
- a. Children's or families' private information must never be discussed among employees except on the "need to know" basis. Employees must be particularly aware of their surroundings when discussing this information. Special caution must be taken to be sure other children, families, or employees do not overhear information that is confidential.
- a. Discussion of children's or families' information with volunteers, other families, friends, the employee's family or any other community member is prohibited.
- a. Information and documents considered confidential include, but are not limited to medical records, educational records, special needs records, family records, financial records, and any other private information about the children or their families.
- a. All requests for release of information shall be directed to [POSITION].
- a. Information will only be released to persons outside of Sun Bright Childcare with the express written consent of the child's parent or legal guardian.

Confidentiality of Employee's Information

- a. All employee records must be kept onsite in a locked and secure file.

- a. Access to an employee's records is limited to appropriate supervisory employees.
- a. An Employee's records must not be removed from the center.
- a. An Employee's records must never be left out on desks, tables, etc. where other people may have access to them.
- a. An Employee's private information must never be discussed among employees except on a "need to know" basis. Employees must be particularly aware of their surroundings when discussing this information. Special caution must be taken to be sure other children, families, or employees do not overhear information, that is confidential.
- a. Discussion of an employee's information with volunteers, families, friends, or community members is prohibited.
- a. Information and documents, which are considered to be confidential include, but are not limited to medical records, educational records, employment records, financial or pay records, and any other private information about the employee.
- a. All requests for release of information to persons outside of Sun Bright Childcare shall be directed to Director/Owner.
- a. Information will only be released to persons outside Sun Bright Childcare with the express written consent of the employee.

Confidentiality Related to Proprietary Information

Sun Bright Childcare has developed unique techniques, curriculum, and tools for evaluation, which make our program more competitive in the industry and are not to be revealed to sources outside of the company. Anything, which the company or employee designs, produces, implements, and markets is treated as PROPRIETARY INFORMATION, also called trade secrets. Proprietary Information includes, but shall not be limited to, the agency's client list (including all address and contact information), employee list (including address and all contact information), curriculum (including themes, calendars, lesson plans), philosophy, mission statement, personnel policies, and parent handbook.

No employee may discuss Proprietary Information with other employees in any public place where it is possible they could be over heard. Employees must understand that it is not only their duty to protect Sun Bright Childcare's Proprietary Information during their term of employment, but the legal obligation continues even after separation from employment. Employees are required to return any and all documentation that contains Proprietary Information at the time of separation of employment. Sun Bright Childcare is ready and willing to enforce this obligation through all available legal remedies, as necessary.

Violation of Confidentiality Policy

Any employee/volunteer who violates the Confidentiality Policy will be subject to disciplinary action up to and including termination. In addition to job related consequences, the employee/volunteer may face possible civil liability for their actions.

Sun Bright Childcare

POLICY: SUPERVISION OF CHILDREN

POLICY NO.: 5.7

The foremost responsibility of any employee of Sun Bright Childcare is the appropriate supervision of all children assigned to their care. Employees are required to comply at ALL TIMES with ratio requirements as outlined by the Licensing Authority and all other Licensing regulations related to the appropriate supervision of children.

NO CHILD OR GROUP OF CHILDREN IS TO BE LEFT UNATTENDED AT ANY TIME, FOR ANY LENGTH OF TIME. Failure to maintain appropriate supervision at all times will result in disciplinary action up to and including termination. Failure to appropriately supervise a child or group of children is cause for disciplinary action up to and including immediate termination. Employees MUST be able to name and identify all children assigned to their care upon prompting to do so.

At various times, as the agency deems appropriate in accordance with philosophical and professional considerations, the classroom ratios may be lower than the state licensing standards require. For example if the state requires a ratio of 1 adult to 10 four year old children, the center may choose to lower the ratio to 1 adult to 8 four year old children. This change in ratio would become the expected level of appropriate supervision.

From time to time as specifically directed by DIRECTOR employees may be required to observe the higher state mandated ratio. This will only be done in circumstances where employees have called out sick and/or not reported for duty, employees have quit without notice and a replacement has not been found or substitutes cannot be placed for absent employees.

Sun Bright Childcare

POLICY: DISCIPLINE OF CHILDREN

POLICY NO.: 5.8

Employees are prohibited from using physical forms of punishment, corporal punishment, severe verbal reprimands, embarrassing or humiliating forms of punishment including name calling, and/or withholding food from any child at any time. Employees who engage in any type of prohibited form of discipline will be subject to disciplinary action up to and including termination. In most cases an employee will be immediately terminated for any such offense.

Employees are required to use positive forms of behavior modification and discipline to stop unwanted behaviors and encourage desired behaviors. Employees are to be direct with children, providing clear descriptions of unwanted behaviors and then explain and model appropriate and desired behaviors. Example: “Joshua, we do not throw toys in this school. Someone could be hurt. We play with the toy like this (adult demonstrates behavior). If you cannot play with the toy in a safe way, you will not be allowed to play with it.”

Children who are exhibiting behavior that is dangerous to themselves and/or to others and are not responding to corrective measures should be referred to Director and removed if possible from the classroom. If the child cannot be removed from the classroom (staff should NEVER drag, carry or manhandle a tantrum throwing or non-compliant child) the other staff members should remove the other children from the immediate area or classroom while one staff member remains with the non-compliant child until additional assistance arrives.

Sun Bright Childcare

POLICY: **SLEEPING ON DUTY**

POLICY NO.: **5.9**

Sleeping during working hours is prohibited for all employees.

Any employee who is found to be sleeping while on duty will face disciplinary action up to and including termination. **Sleeping on duty is cause for immediate termination for any employee responsible for the direct supervision of children as this behavior results in a failure to provide appropriate supervision of children and is a safety issue.**

Sun Bright Childcare

POLICY: NEPOTISM

POLICY NO.: 5.10

For the purpose of this policy, immediate family shall include any of the following persons:

| | | |
|---|-----------------|----------------|
| Husband | Mother-in-Law | Niece |
| Wife | Father-in-Law | Nephew |
| Mother | Son-in-Law | Brother-in-Law |
| Father | Daughter-in-Law | Sister-in-Law |
| Sister | Step-Child | Grandmother |
| Brother | Step-Parent | Grandfather |
| Daughter | Aunt | Granddaughter |
| Son | Uncle | Grandson |
| Any person residing in the employee's immediate household | | |

Family members of current employees may be a valuable source of qualified applicants; however, members of the same family will not be permitted to work in the same classroom or service area.

No person shall hold a position while she or he or a member of her or his immediate family serves on a board or a committee of the agency if that board or committee has authority to order personnel actions affecting her or his position.

No person shall hold a position over which a member of her or his immediate family exercises supervisory authority.

Sun Bright Childcare

POLICY: CONFLICT OF INTEREST

POLICY NO.: 5.11

A conflict of interest is defined as an activity or interest which is inconsistent with or opposed to the legitimate best interest of Sun Bright Childcare. It is the policy of Sun Bright Childcare that all directors, officers, Policy Council members, contractors/consultants, and employees will avoid personal transactions or situations in which their personal interest will or appears to conflict with those of Sun Bright Childcare. For the purpose of this policy a member of an immediate family shall include any of the following persons:

| | | |
|----------|-----------------|----------------|
| Husband | Mother-in-Law | Niece |
| Wife | Father-in-Law | Nephew |
| Mother | Son-in-Law | Brother-in-Law |
| Father | Daughter-in-Law | Sister-in-Law |
| Sister | Step-Child | Grandmother |
| Brother | Step-Parent | Grandfather |
| Daughter | Aunt | Granddaughter |
| Son | Uncle | Grandson |

Any person residing in the employee's immediate household

A conflict of interest occurs whenever an employee permits the prospect of direct or indirect personal gain to influence her or his judgment or action when acting on behalf of Sun Bright Childcare. The following examples are representative but not inclusive of potential conflicts of interest:

- a. No employee shall do business with a member of her or his immediate family on behalf of Sun Bright Childcare, unless the circumstances of the proposed relationship have been clearly reviewed by the OWNER and has been deemed to have no potential or inherent conflict of interest qualities.
- a. All employees must deal with suppliers, contractors, clients, children, and all other persons doing business with Sun Bright Childcare in the best interest of Sun Bright Childcare without favor or preference based on personal consideration.
- a. No employee shall misuse privileged information or reveal confidential data to outsiders for the purpose of personal gain or for any reason other than agency purposes.
- a. No employee shall deal with Sun Bright Childcare or with one of Sun Bright Childcare clients or suppliers as a representative of another firm or for her or his own account.
- a. No employee shall participate in the selection, award or administration of a contract

where to her or his knowledge she or he or her or his immediate family has a financial interest.

- a. No employee shall solicit, accept or offer gratuities, favors, or anything of monetary value from other employees, persons receiving benefits or services, from contractors or potential contractors, for personal gain or inherent conflict of interest.
- a. An employee shall not serve on the board or a committee of Sun Bright Childcare if that board or committee has authority to order personnel action.

Sun Bright Childcare

POLICY: NON-FRATERNIZATION

POLICY NO.: 5.12

Employees of Sun Bright Child care are strictly prohibited from fraternizing with any client of Sun Bright Child care. Clients shall include the enrolled children, their siblings, the parents and/or guardians of enrolled children and anyone residing in the households of the enrolled children.

Clients of Sun bright Childcare shall be provided with the best possible quality service. Employees shall treat clients, vendors, co-workers and the public with courtesy, appropriate professional distance, and respect. Staff may not be alone with children from the Center outside of work. This includes babysitting, sleepovers, driving and riding in cars, and inviting children to their homes.

Exceptions require a written explanation in advance and are subject to Director approval.

Attending a "social event" or a "private gathering" with a family of Sun Bright Child care shall occur only when approved in writing by the Director. This includes birthday parties for the children and other activities. Attending a "social event" or a "private gathering" with a client of the Sunbright Childcare shall occur only when approved by Director/Owner.

Employees should abstain from any intimate physical contact and/or romantic involvement with the clients. Employees should also avoid any unwelcome advances and intimate propositions made by clients. Employees are required to report to their immediate supervisor any advances or attempts at intimate acts made by clients or co-workers.

Employees are strictly prohibited from dating the parent(s)/guardian(s) of current enrolled children.

Employees should abstain from any intimate physical contact or involvement with other employees. This shall include dating other employees,

Employees should immediately report any action by a client or employee that would be considered a violation of this policy to his or her immediate supervisor.

Employees who violate this policy will be subject to disciplinary action up to and including termination.

Sun Bright Childcare

POLICY: NON-SOLICITATION

POLICY NO.: 5.13

Employees of Sun Bright Childcare are strictly prohibited from solicitation of any kind while on any Sun Bright Childcare property.

Employees who violate this policy will be subject to disciplinary action up to and including termination.

Sun Bright Childcare

POLICY: **OUTSIDE EMPLOYMENT**

POLICY NO.: **5.14**

Sun Bright Childcare understands that from time to time employees may choose to take a second job for personal reasons. Employees should be mindful that their performance while at Sun Bright Childcare should not be affected in any way by their hours or duties at their other place of employment. Further, employees may not be employed in other places of employment that would negatively impact the professional reputation of the employee or whereby the duties performed at the other place of employment morally or ethically contradict the mission or philosophy of Sun Bright Childcare.

Employees of Sun Bright Childcare are prohibited from accepting any employment from any client of Sun Bright Childcare. Clients shall include the enrolled children, their siblings, the parents and/or guardians of enrolled children and anyone residing in the household(s) of enrolled children.

Employees are specifically prohibited from accepting employment as a baby-sitter from any client of Sun Bright Childcare.

This policy applies to paid and unpaid services the employee may be asked to perform for a client. For example, baby-sitting as a favor whereby no money is exchanged is prohibited.

Violation of this policy will result in disciplinary action up to and including termination.

Sun Bright Childcare

POLICY: PERSONAL APPEARANCE and Dress Code

POLICY NO.: 5.15

All employees are expected to present a neat and clean appearance and to dress appropriately for their position and duties. At Sun Bright preferred attire is scrubs. Employee's dress should reflect the professional nature of their position as well as be functional within the expectations and responsibilities of their job. All articles of clothing must be of adequate size and should be worn in a manner that covers the employee's midriff, chest, back and backside while performing all required job duties. Further, all clothing must be clean, wrinkle-free and in good repair without unpleasant odors, holes, tears and stains. Employees are required to wear appropriate foundation/undergarments at all times and at no time should said foundation/undergarments be seen through or outside of the employees clothing.

Employees working directly with children and any facilities staff are required to wear shoes with a rubber sole, with a closed front and back, which are fixed to the foot with laces, buckles, Velcro etc. The most appropriate shoe for employees working directly with children is a sneaker or loafer style shoe. All employees are prohibited from wearing Crocs, sandals and flip-flops of any kind. Administrative Staff may wear business appropriate style shoes that have a closed front and back.

Employees should refrain from wearing perfumes and other fragrances as other employees and/or children may be allergic to them or may find them offensive. From time to time, due to specific allergy issues of a child or staff member, employees in specific classrooms may be required to further restrict their use of fragrances, lotions, laundry detergent or fabric softener. In these specific circumstances the employee(s) that are subject to the additional restrictions will be notified.

Employees are required to cover all tattoos. Tattoos should be covered by wearing appropriate clothing to cover them. They are not to be covered with bandages, Band-aids etc.

Employees working directly with children are prohibited from wearing jewelry of any kind as it presents a safety risk to the employee as well as to the children.

Employee's fingernails are to be trimmed to a length that does not present a risk of scratching children. If you can see your nails over the tip of your finger, when viewed with your palm facing you, your nails are too long and must be trimmed. This is both for safety and hygiene purposes.

Employees are prohibited from wearing unnatural hair colors even if the colors are temporary in nature.

Sun Bright Childcare is not responsible for damage to or loss of an employee's articles of

clothing, jewelry and/or accessories.

Employees are required to maintain appropriate standards of personal hygiene and grooming at all times. Hair must be washed and neatly groomed and hair products must not be overly fragrant due to allergy and asthma issues with other employees, children and or visitors.

While working employees may perspire as you are expected to be active with the children. Please be mindful of any personal odors and take care to use appropriate deodorant and/or soaps to prevent unpleasant body odor. It is never a comfortable situation for employees to work in close proximity to or for children to get close to an employee with a body odor issue. Please be sensitive to your fellow employees.

Violation of this policy will result in disciplinary action up to and including termination.

Sun Bright Childcare

POLICY: **POLITICAL ACTIVITIES**

POLICY NO.: **5.16**

During hours of employment, or while on agency property, or with the use of agency funds, employees of Sun Bright Childcare are prohibited from the following:

- * Participation in any partisan or non-partisan political activity or any other political activity associated with a candidate, or contending faction or group, for an election for public or party office.
- * Participation in any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election.
- * Participation in any voter registration activity.

These activities are permitted when employees are on their own time, with their own funds so long as the employee does not assert or intimate that the employer has anything to do with their political activities. Therefore, employees are prohibited from identifying the employer in any way while engaging in political activity on their personal time. This includes wearing agency logos, referring to the workplace in conversations related to political positions and/or listing the employer's name on any sign or statement.

Violation of this policy will result in immediate termination.

Sun Bright Childcare

**POLICY: PUBLIC STATEMENTS AND MEDIA
INTERACTIONS**

POLICY NO.: 5.17

Employees are strictly prohibited from speaking to any media source on behalf of Sun Bright Childcare. Sun Bright Childcare will designate an appropriate employee to speak on behalf of Sun Bright Childcare in response to an event or incident involving the program, any employee, parent, and/or child. Sun Bright Childcare will authorize the release of any statement and/or press release prior to it going out to the public.

All media inquiries or requests for information from parents should be directed owner and the employee should refrain from editorializing and commenting in any manner as the comments could violate rules of confidentiality, and/or compromise an investigation into the event, incident or issue.

Any employee that speaks to the media without proper authority related to an event, incident or issue effecting Sun Bright Childcare and/or divulges confidential information regarding a child, parent or employee will be subject to disciplinary action up to and including termination.

Sun Bright Childcare

POLICY: FRAUD, LYING AND/OR FALSIFYING POLICY NO.: 5.18
DOCUMENTATION

Employees who provide false or misleading information on any agency documentation including but not limited to, General Employment Application, Resumes, Documentation of credentials and/or past educational or employment history, Documentation of Professional Development, expense reports, payroll records, health appraisals, medical certifications, doctor's notes for absences, incident/accident reports, written accounts of events, issues, or incidents involving children, parent or employees of the agency, children's records will be subject to disciplinary action up to and including termination.

Employees will be required to sign all documentation with their name and date. Refusal to sign documentation is considered insubordination and will result in disciplinary action up to and including termination.

Sun Bright Childcare

POLICY: INSUBORDINATION

POLICY NO.: 5.19

Insubordination is defined as specific and direct disregard or refusal to comply with the legitimate directive of a supervisor.

If at any time an employee knows a supervisor's directive to be illegal or out of compliance with licensing regulations, the employee should attempt to discuss the concern with the supervisor to gain a clearer understanding of the directive and to resolve the potential conflict.

Employees who are insubordinate will face disciplinary action up to and including termination.

Sun Bright Childcare

POLICY: MANDATED REPORTING OF SUSPECTED POLICY NO.: 5.20 CHILD ABUSE AND NEGLECT

Under the Child Protective Services Act, Mandated Reporters are required to report any suspicion of abuse or neglect to the appropriate authorities.

ALL EMPLOYEES of Sun Bright Childcare are considered Mandated Reporters, under this law.

Employees are required to discuss any suspicions of child abuse/neglect with the Director/Owner, who will make all reports of suspected child abuse/neglect on behalf of Sun Bright Childcare to DHS.

The employees of Sun Bright Childcare are not required to discuss their suspicions with parents prior to reporting the matter to the appropriate authorities, nor are they required to investigate the cause of any suspicious marks, behavior or condition prior to making a report, under the Act. Mandated reporters can be held criminally responsible if they fail to report suspected abuse or neglect. We at Sun Bright Childcare take this responsibility very seriously and will make all warranted reports to the appropriate authorities. The Child Protective Services Act is designed to protect the welfare and best interest of all children.

GUIDELINES ON CHILD ABUSE

The following pages contain information relating to child abuse. It is extremely important to make yourself familiar with the information, especially the parts pertaining to the characteristics of battered children and the indicators of child neglect. If you have ANY suspicions or concerns regarding a child, please get in touch with the Director and begin to keep an anecdotal record of the child.

CHARACTERISTICS OF BATTERED CHILDREN

Abused children endure life as if they are alone in a dangerous world, with no real hope of safety. Feeling unprotected, an abused child tries to protect himself in all the ways he can.

When a child has been injured the child usually appears to:

*Have no close feelings or affect with parents or other people.
Be fearful. Be quiet.
Show no reaction to pain or expectation of being comforted.*

Having had violent physical contact with adults in the past, the child is often:

Wary of physical contact initiated by an adult.

When other children cry, the battered child:

Becomes apprehensive and watches them cautiously and nervously.

The battered child will also become:

Apprehensive when an adult approaches the crying child.

While in a new situation, the child:

Seeks safety in sizing up the situation and being alert for danger.

Children who have been battered do not behave as typical children do.

They display many adult-like reactions.

INDICATORS OF CHILD NEGLECT

There are various characteristics that can describe child neglect in general, but for clarity, neglect can be divided into two subgroups: physical and emotional neglect. These two aspects contribute to each other and rarely occur separately. The following are characteristics that may indicate physical neglect:

1. *Malnourished*
2. *Ill-clad or dirty*
3. *Overcrowded or unhealthy sleeping arrangements*
4. *Receiving inadequate supervision*
5. *Totally unsupervised*

Many of the above mentioned characteristics are also indicative of emotional neglect, along with the following:

1. *An insecure child, seemingly withdrawn or over aggressive*
2. *Failure to attend school regularly*
3. *Constant friction in the home*
4. *Exposure to unwholesome and demoralizing circumstances*
5. *Denied normal nurturance*

REPORTING CHILD ABUSE IN PA

In PA, the DHS investigates reports of suspected child abuse, and neglect. DHS Employees are available to receive referrals at the local district office from 9 AM to 5 PM or at any hour (1-800-792-8610). Calls received at DHS during normal working hours are immediately referred to the appropriate district office. DHS accepts all reports of suspected child abuse and neglect and other referrals in writing, by telephone and in person from all sources including identified sources, news media, anonymous sources, sources that have incomplete information, and referrals from the child or parent himself.

IMMUNITY FROM CIVIL OR CRIMINAL LIABILITY AND/OR EMPLOYMENT ACTION:

Any person who reports abuse or neglect, pursuant to the law or testifies in a child abuse hearing resulting from such a report, is immune from any criminal or civil liability as a result of such

action. As mandated reporters, employees of Sun Bright Childcare can not be held liable for reports made to Child Protective Services which are determined to be unfounded, provided the report was made in "good faith." Further, the employee is immune from discharge, retaliation, or other disciplinary action for reporting under the Child Protective Services Act unless it is proven that the report is malicious.

PENALTY FOR FAILURE TO REPORT

Any person who knowingly fails to report suspected abuse or neglect, pursuant to the law or to comply with the provisions of the law is a disorderly person and subject to a fine of up to \$500.00 or up to six months imprisonment or both, and will face disciplinary action up to and including termination.

Causes for reporting suspected child abuse or neglect include, but are not limited to:

- * Unusual bruising, marks, or cuts on the child's body
- * Severe verbal reprimands
- * Improper clothing relating to size, cleanliness, season
- * Transporting a child without appropriate child restraints (e.g. car seats, seat belts)
- * Dropping off/Picking up a child while under the influence of illegal drugs/alcohol
- * Failing provide appropriate meals including a drink for your child
- * Leaving a child unattended for any amount of time
- * Failure to attend to the special needs of a disabled child
- * Sending a sick child to school over medicated to hide symptoms, which would typically require the child to be kept at home until symptoms subside.
- * Children who exhibit behavior consistent with an abusive situation

EMPLOYEES ACCUSED OF CHILD ABUSE/NEGLECT:

When an employee is accused of child abuse or neglect, whether the abuse or neglect is reported to have occurred at the facility or not, they will be placed on investigatory suspension pending the outcome of Child Protective Services investigation as well as any criminal charges filed against the employee. Please refer to the Investigatory Suspension Policy 12.4 contained herein. If the Sun Bright Childcare can provide an alternate work location where children are not present during any part of the day, the employee may be assigned to that location temporarily. This will be considered on a case by case basis and determined at the discretion of Owner.

Sun Bright Childcare will cooperate fully with any investigations into accusations of child abuse and/or neglect and all employees will be required to cooperate as well.

Sun Bright Childcare will maintain strict confidentiality regarding information involving both the accused employee and the child/children involved in the report.

Employees indicated/founded and/or convicted of any crime against a child will be immediately terminated.

Employees cleared of the accusation by Child Protective Services and/or found innocent of criminal charges will be returned to their position on the first business day following receipt of documentation proving all charges and investigations are closed.

Sun Bright Childcare

POLICY: Lateness and Call outs (Absenteeism)

POLICY NO.: 5.21

Attendance and punctuality are extremely important factors for your success within our childcare. We work as a team and this requires that each person be in the right place at the right time. Lack of Punctuality create unsafe conditions for the children and makes the childcare center non- compliant with the state regulations (Policy No. 1.6) of ratios.

Repeated and excessive absenteeism (Policy 3.4) and lateness are grounds for immediate termination.

Sun Bright Childcare

POLICY: COMPENSATION

POLICY NO.: 6.0

Sun Bright Childcare funds come from subsidies. Based upon the expected availability of funds and the service needs of Sun Bright Childcare in each program, the OWNER will develop a compensation plan for each program. The implementation of this plan is based upon actual receipt of funds. Employees will be notified of the compensation plan and time frame for implementation.

The positions at Sun Bright Childcare require the employment of individuals with varied skills, background, education and experience. Compensation Plans from one DEPARTMENT are not applicable to another PROGRAM or DEPARTMENT.

Sun Bright Childcare

POLICY: **PAYROLL**

POLICY NO.: **6.1**

PAYWEEK:

The Agency work week begins Monday 12:01 AM and ends on Sunday at midnight.

PAYPERIOD:

Employees will be paid BI-WEEKLY on Friday 5 PM.

When a payday falls on a holiday, paychecks will be issued on the day before the holiday.

Pay checks will be available to employees from Director.

FINAL PAYCHECK:

Final Paychecks will be issued to the employee on the next regularly scheduled pay date. The final paycheck will be mailed to the employee's address of record. In certain circumstances where proof of delivery is necessary the final paycheck may be mailed via certified mail, return receipt requested.

Sun Bright Childcare

POLICY: OVERTIME

POLICY NO.: 6.2

Employees will be notified on their Job Description and in their Letter of Appointment at the time of hire or transfer to a new position as to whether they are classified as “exempt” or “non-exempt” as determined by the Fair Labor Standards Act. This policy addresses payment for overtime for non-exempt employees. Definitions of Exempt and Non-Exempt employees can be found in the Employee Classification Policy Number 2.4

Overtime occurs when a Non-Exempt employee WORKS over 40 hours in a pay week. Paid time off, Holiday Pay, Meals or Break Periods or other non-working time for which an employee may be paid, do not count towards calculating hours worked per week. The pay week is defined in Policy Number 6.1 Payroll.

The nature of the duties and responsibilities of some non-exempt employees may require occasional overtime work. Overtime work should be considered an exceptional situation and must be pre-approved.

All overtime work must be approved by the Director/Owner prior to working any overtime hours. In cases when obtaining prior approval is not possible, such as situations involving late pick of children or other emergency or unforeseen situations, the employee must inform their immediate supervisor of the situation as soon as possible following the overtime hours. Employees who do not seek prior approval for working overtime will be subject to disciplinary action up to and including termination.

As per Policy 3.4 Hours of Attendance/Work Schedules, non-exempt employees are specifically prohibited from doing work at home without prior approval. Approval will only be granted in limited circumstances with specific regard to whether the work will create an overtime pay situation.

A supervisor may inform an employee of the need to work overtime with little or no notice. Employees who refuse overtime assignments may be subject to disciplinary action up to and including termination.

If a non-exempt employee is required to work overtime hours, the employee will receive monetary compensation for the additional hours worked at the rate of time and one half the employee’s regular hourly rate of pay as prescribed by applicable wage and hour laws.

Sun Bright Childcare

POLICY: WORK RELATED EXPENSE REIMBURSEMENT POLICY NO.: 6.3

When requesting reimbursement for purchases and/or travel, employees will be required to submit an Expense/Travel Reimbursement Form and submit it to Director/ Owner within 2 business days following the purchase/travel. Employees must attach original receipts to the Expense/Travel Reimbursement Form. Failure to submit an Expense/Travel Reimbursement Form and/or Original Receipts in a timely manner may result in denial of reimbursement.

Employees who fail to complete or falsify the Expense/Travel Reimbursement Form may be subject to disciplinary action up to and including termination and possible criminal penalties.

Failure to attach original receipts will result in a delay and/or denial of reimbursement of expenses.

CENTER/CLASSROOM MATERIAL RELATED EXPENSES:

Prior to purchasing items to be used in the center/classroom employees must get prior approval from Owner. If the employee does not secure prior approval for purchase of specific items, the employee will not be reimbursed and the items will be considered a donation to the program.

If each classroom may be assigned a MONTHLY amount of discretionary funds to use for the purchase of classroom supplies and materials. Employees will be required to complete an Expense/Travel Reimbursement Form MONTHLY. Failure to attach the original receipts to the Expense/Travel Reimbursement Form will result in a delay or denial of reimbursement and the items will be considered a donation to the program.

TRAVEL RELATED EXPENSES:

Local

With in city of Philadelphia Employees who are on approved agency business or attending conferences, workshops, and meetings will be reimbursed for travel including mileage, tolls, and parking. Mileage will be paid from the employee's usual work site to the designated site. Employees must receive prior approval from their immediate supervisor in order to receive payment for these expenses.

Mileage will be reimbursed according to the current federal reimbursement rate as determined by the Internal Revenue Service. Mileage will be calculated by inputting the origination address and the destination address in to GOOGLE and using the distance stated.

Outside Local Area

Employees who receive advance approval from or who are assigned by OWNER to travel outside of the local area will be reimbursed for travel expenses, overnight accommodations, meals, tips and other costs necessitated by travel.

Employees traveling overnight will be reimbursed for meals up to a maximum of 20 per day INCLUDING tips.

In some circumstances employees may be able to receive advance payment of these expenses. The rate of reimbursement will be based upon ACTUAL EXPENSE.

Any employees who is issued or permitted to use an agency credit card for purchases MUST turn in all receipts within 2 days following each purchase to director. All receipts will be reconciled against the credit card statement weekly. Failure to turn in all receipts will result in disciplinary action up to and including termination.

Any non-agency and/or unauthorized use of the company credit card will be considered theft and will result in immediate termination and a report will be filed with the police. Further, if the employee does not pay back the amount of the unauthorized/non-agency related purchase, Sun Bright Childcare will exhaust all legal remedies to recover the money, including filing a civil action against the employee.

Sun Bright Childcare

POLICY: PAY RATE DIFFERENTIATION

POLICY NO.: 6.4

This policy is applicable to Non-Exempt Employees only.

Employees may hold two or more different positions as part of their regular assignment whereby each position has its own pay rate or scale. For example, an employee may be the Assistant Director for half day and a Classroom Teacher for the other half of the day. When positions are split between two or more distinct positions, the employee may be assigned different rates of pay. Payroll will be tracked per position and as applicable any overtime required as per FLSA Regulations will be paid at the employee's designated "regular rate" of pay. Sun Bright Childcare will proscribe the regular rate of pay to be the one the employee works the majority of their regularly scheduled time under. For example, if the Assistant Director position is scheduled for 25 hours per week and the Classroom Teacher position is scheduled for 15 hours per week then any overtime would be paid at time and one-half the Assistant Director rate of pay.

Sun Bright Childcare

POLICY: RECORDING TIME WORKED

POLICY NO.: 6.5

Non-Exempt Employees must complete a BI-WEEKLY Payroll Record by clocking in and out upon arrival, departure, start of break and end of break. Employees who falsify the Payroll Record will be subject to disciplinary action up to and including termination. Employee who fail to complete the Payroll Record or submit it in a timely manner may have their paycheck delayed and may be subject to disciplinary action up to and including termination. Non-Exempt employees are required to account for ALL hours worked on their payroll record.

Exempt Employees are required to complete a Productivity Report indicating work performed and any leave days used. Exempt Employees responsible for the direct care of children are required to indicate their arrival time so as to determine if ratio requirements are being met. Exempt employees are not required to account for actual hours worked and are not permitted to “clock in/out” or to prepare and submit a timesheet as the Non-exempt employees do.

It is NOT the responsibility of the person who processes payroll to catch mistakes or complete missing information on payroll records. Employees who fail to complete their payroll record may have their paycheck delayed so corrections can be made and/or may be issued a paycheck only for the hours recorded on the payroll record. Any corrections **MUST** be made by the employee in writing with a supervisor’s approval. Repeated mistakes or submission of incomplete payroll records will result in disciplinary action up to and including termination.

Employees may not complete a payroll record or productivity report for another employee under any circumstance. Employees who are unable to complete their payroll record or productivity report **MUST** contact their supervisor for assistance. Completing another employee’s payroll record or productivity report will result in disciplinary action up to and including termination for both employees involved.

Sun Bright Childcare

POLICY: **BENEFITS**

POLICY NO.: **6.6**

Sun Bright Childcare will offer benefits to employees based upon available funding. Each employee will be advised at the time of hire of the benefits for which they are eligible or may become eligible at the completion of the Provisional Period. Employees will be notified of additional benefits and their eligibility during the course of employment.

Benefits may include, health care, vision, dental, free/reduced child care for employees' children, retirement/pension plan contributions and/or paid leave.

Sun Bright Childcare does not guarantee any benefits to any employee. Sun Bright Childcare reserves the right to change, cancel and/or deny benefits in its sole discretion to maintain the fiscal soundness of the agency or as other agency needs arise.

Sun Bright Childcare will comply with all laws and benefits administrator's requirements for any benefit offered to employees. Employees may be directed to the third party benefit administrator for specific compliance, eligibility, enrollment or cancellation for any benefits offered by Sun Bright Childcare.

Sun Bright Childcare

POLICY: **Healthcare/ Dental /Vision**

POLICY NO.: **6.7**

Dental Insurance

Eligible full-time and part-time employees may enroll in a single, a single plus one dependent or a family contract on the first of the month after completing their introductory period.

Information and enrollment forms may be obtained from the office.

To assist you with the cost of this insurance, our company pays a portion of a single contract. You are responsible for paying the balance through payroll deduction.

A booklet containing the details of the plan and the eligibility requirements may be obtained from the office.

Refer to the actual plan document and summary plan description if you have specific questions regarding this benefit plan. Those documents are controlling.

At the end of employment you may be entitled to continuation or conversion of the group dental insurance plan in accordance with the terms of the policy and/or applicable state and federal law. For more information, contact the human resource manager.

Vision Care Plan

Eligible full-time and part-time employees may enroll in this plan on the first of the month after completing their introductory period.

To assist you with the cost of this plan, our company pays a portion of a single contract. You are responsible for paying the balance through payroll deduction.

Complete details of this plan may be obtained from the office.

Information and enrollment forms may be obtained from the office.

Refer to the actual plan document and summary plan description if you have specific questions regarding this benefit plan. Those documents are controlling.

At the end of employment you may be entitled to continuation or conversion of the group vision care insurance plan in accordance with the terms of the policy and/or applicable state and federal law. For more information, contact the human resource manager.

Sun Bright Childcare

POLICY: **COBRA**

POLICY NO.: **6.8**

Under a federal law called the Comprehensive Omnibus Budget Reconciliation Act of 1986 (COBRA), most employers sponsoring group health plans must offer an extension of health coverage (called "continuation coverage") to their employees at group rates under certain circumstances when coverage would otherwise end. We at Sun Bright Childcare abide by the requirements of COBRA. The circumstances which qualify for an extension of coverage are called "qualifying events." Below is a list of qualifying events for yourself, your spouse, and your dependent children.

Qualifying Events For Yourself:

- * A reduction in hours worked makes you ineligible for coverage.
- * Termination of employment for reasons other than gross misconduct on your part

Qualifying Events For Your Spouse:

- * Death of employee.
- * Termination of your employment for reasons other than gross misconduct.
- * A reduction in employee's hours worked.
- * Divorce or legal separation.
- * Employee becomes eligible for Medicare.

Qualifying Events For A Dependent Child:

- * Death of employee.
- * Termination of parent's employment for reasons other than gross misconduct.
- * A reduction in parent's hours worked.
- * Parent's divorce or legal separation.
- * The dependent ceases to be a dependent child under the health plan.

You or a member of your family must inform the Human Resources Department of a divorce, legal separation, or a child losing dependent status within 60 days of the event. Sun Bright Childcare has the responsibility for notifying you or your family of continuation options within 14 days of your death, termination of employment, reduction in hours, notification of change in status, or Medicare entitlement. If you elect continuation of coverage, health insurance company is required to give you coverage which, as of the time coverage is being provided, is identical to the coverage provided under the plan to similarly situated employees or family members for whom a qualifying event has not occurred.

COBRA requires coverage be continued for a maximum of 18 months if you lose group coverage due to termination of employment or a reduction in hours. A second qualifying event, such as divorce or a dependent child losing dependent status may occur to your dependents while coverage is already being continued. If so, the continued dependents will be eligible for additional months of continued coverage, up to a maximum of 36 months from the date group coverage was first terminated. If group coverage is terminated because of death of the employee, divorce, legal separation, the employee's entitlement to Medicare, or dependent child losing dependent status, coverage may be continued for 36 months.

Your continuation coverage may be cut short for any of the following 3 reasons:

1. Sun Bright Childcare no longer provides group health coverage to any of its employees.
2. The premiums for your continuation coverage are not paid.
3. You become covered under Medicare or another group health plan.

For additional information about continuation coverage, please contact Director of Human Resources or [EXECUTIVE DIRECTOR/DIRECTOR/ OWNER.]

Sun Bright Childcare

**POLICY: DISCOUNTED/FREE TUITION FOR
CHILDREN OF EMPLOYEES**

POLICY NO.: 6.9

Sun Bright Childcare will attempt to provide free/reduced child care services to employees' children as the budget may allow. Employees seeking to enroll their child(ren) in the program must discuss placement and possible tuition benefits with Director / Owner. Sun Bright Childcare reserves the right to limit the number of employee's children receiving free/reduced child care at the center at anytime.

In order to receive any available discounted or free tuition, the employee must first apply for any available federal, state or local child care subsidy. If an employee qualifies for federal, state, or local child care subsidy programs the employee would qualify for up to \$25 discount in copay.

Employees are required to complete all enrollment documentation including a Contract for Services/Fee Agreement. Employees who fail to pay tuition according to the Fee Agreement established upon enrollment will have their child care services terminated/suspended. In addition, employees will be subject to disciplinary action up to and including termination for failure to pay tuition according to the Fee Agreement established upon enrollment.

Payment for the employee's child care services will be deducted directly from the employee's pay check. Employees will be required to complete a form authorizing Sun Bright Childcare to deduct the cost of their child care from their paycheck.

Payment for the employee's child care services will be deducted directly from the employee's pay check. Employees will be required to complete a form authorizing Sun Bright Childcare to deduct the cost of their child care from their paycheck.

Sun Bright Childcare

POLICY: **HOLIDAYS**

POLICY NO.: **6.10**

Sun Bright Childcare will be closed in observation of the following holidays:

Days and dates are posted in center.

Generally, when one of the above listed holidays fall on a Sunday, it will be observed the following Monday. Likewise, if the holiday falls on a Saturday, it will be observed the preceding Friday.

Employees will not be paid for their regularly scheduled hours for the day on which Sun Bright Childcare is closed for a holiday currently

In addition to the Holidays listed above the agency may close on the following days/dates for Employee In-service training:

Days and dates will be communicated to you.

Employees are required to attend ALL In-service days. Employees may not be absent for any reason unless the employee is out on approved FMLA Leave, or is out related to a workplace injury. Leave will not be granted if the requested days coincide with an In-service Training. Employees who fail to attend a scheduled In-service Training will be subject to disciplinary action up to and including termination.

Sun Bright Childcare

POLICY: Sick Leave

POLICY NO.: 7.0

Sick Leave

Sick Leave may be used during sickness when the employee's illness or incapacity interferes with or makes it impossible for the employee to satisfactorily perform her or his assigned duties.

Absences that are due to illness must be reported by start time on the first day of absence by contacting your supervisor. If the employee is going to be out more than one day, she or he is required to call every day. The employee's failure to report her or his absence could result in termination. Excessive absence, even though reported, may result in disciplinary action up to and including termination.

An employee will accrue paid time off with pay after the initial provisional period as follows:

- Employees who work at least 40 hours a year are eligible to earn paid/unpaid sick leave.
- Employees are eligible to earn 1 hour of sick time for every 40 hours they work.
- A maximum of 40 sick time hours may be earned in a calendar year.
- Accrued sick time may be used after an employee has worked a minimum of 90 days.
- Accrued sick time can be used for the employee's own health needs, to care for a family member or for leave due to domestic abuse or sexual assault.

Employees must call and speak to the director by 6:00 am so that coverage arrangements can be made. For sick leave that extends beyond one day, the staff are required to let us know by 3:30 of that day (example: if an employee called out for today, Monday and knows that they will not be on Tuesday, they must contact us by 3:30 today).

An employee out on sick leave is required to submit to her or his supervisor a written statement from a physician indicating status/condition of illness and/or ability to return to work.

Accrued sick leave CAN NOT be carried forward each year. Accrued sick leave carries no monetary value upon termination.

Sick Leave WILL NOT accrue to an employee during any period during which the employee is on an PAID OR UNPAID leave.

Sun Bright Childcare

**POLICY: TREATMENT OF UNUSED PAID LEAVE UPON POLICY NO.: 7.1
SEPARATION OF EMPLOYMENT**

Unused leave is not paid upon separation.

Sun Bright Childcare

POLICY: FAMILY AND MEDICAL LEAVE

POLICY NO.: 7.2

The following family and medical leave policy is designed to comply with the provisions of the federal Family and Medical Leave Act Of 1993 (FMLA).

Employees who have been employed for at least 1 year and for at least 1,250 hours during the preceding 12-month period are eligible for family and medical leave. For employees not eligible for family and medical leave under this policy, Sun Bright Childcare will review business considerations and the individual circumstances involved. Employees ineligible for FMLA Leave may be eligible for other types of unpaid leave offered under additional policies.

Upon return from Family Medical Leave employees will return to the same or to an equivalent position. Employees designated as "highly compensated employees" (defined as the top 10% wage earners of the agency) are eligible for Family Medical Leave but are not eligible to return to the same or equivalent position at the expiration of FMLA leave.

FMLA Leave will be unpaid leave.

Sun Bright Childcare will designate any qualifying leave event as a FMLA Leave and will require employees to complete the appropriate documentation. Employees do not get to choose if a FMLA Leave event is counted against their FMLA Leave time. If the employee is eligible and if the reason for absence from work is a qualifying event, the absence will be counted against the available FMLA Leave time.

Employees who fail or refuse to provide the appropriate documentation in the time frame requested will face disciplinary action up to and including termination.

REASONS FOR LEAVE:

All employees who meet the applicable time of service requirements may be granted a maximum total of 12 weeks of unpaid FMLA Leave and any available paid leave combined (during any 12-month period) for the following reasons:

- (1) The birth of the employee's child and in order to care for the child
 - (2) The placement of a child with the employee for adoption or foster care
 - (3) To care for a spouse, child, or parent who has a serious health condition
 - (4) A serious health condition rendering the employee unable to perform the functions of the job
- Employees will be required to use all accrued paid leave time concurrently with FMLA Leave not to exceed a total of 12 weeks in any 12 month period.

The entitlement to leave for a child's birth or for placement of a child for adoption or foster care

will expire 12 months from the date of the birth or placement.

APPLICATION FOR LEAVE

In all cases, an employee requesting or being placed on FMLA leave must complete an Application for Family and Medical Leave and return it to Owner/Director. The completed application must state the reasons for the leave, the duration of the leave, and the starting and ending dates of the leave.

NOTICE OF LEAVE

An employee intending to take FMLA Leave because of an expected birth or placement, or because of a planned medical treatment, must submit an application for leave at least 30 days before the leave is to begin. If leave is to begin within 30 days, an employee must give notice to Owner/Director as soon as the necessity for the leave arises.

Where an emergency medical situation arises and 30 days advance notice is not possible, employees will be required to complete the application for leave and provide all applicable documentation under this policy within 15 days of request for emergency use of FMLA Leave. Failure to provide applicable documentation under this policy, including but not limited to treating physician's certification of condition necessitating leave, will have their FMLA request denied and will be considered to have abandoned their position if they do not immediately return to work upon notification.

MEDICAL CERTIFICATION OF LEAVE

An application for leave based on the serious health condition of the employee or the employee's spouse, child, or parent must be accompanied by a "Medical Certification Statement" completed by the applicable health care provider. The certification must state the date on which the health condition commenced, the probable duration of the condition, and the appropriate medical facts regarding the condition.

If the employee is required to care for a spouse, child, or parent, the certification must state that their presence is required to care for the individual, along with an estimate of the amount of time the employee will be needed. If two qualifying family members are employed by Sun Bright Childcare, only one at a time will be granted FMLA Leave to care for a sick child or parent.

If the employee's spouse, child or parent's death is eminent the employee must provide documentation to that effect and will be granted FMLA Leave to be present with said person. If two qualifying family members are employed by Sun Bright Childcare both employees may be granted FMLA Leave to be present with the dying spouse, child or parent.

If the employee has a serious health condition, the certification must state that the employee cannot perform the functions of her or his job.

An employee may be required to update their medical certification every 30 days to show continued need/eligibility to use FMLA leave.

BENEFITS COVERAGE DURING LEAVE

During a period of FMLA Leave, an employee will be retained on Sun Bright Childcare health plan under the same conditions that applied before the leave commenced.

An employee is not entitled to the accrual of any employment benefits that would have accrued if not for the taking of leave. An employee who takes FMLA Leave will not lose any employment benefits that had accrued before the date leave began.

RESTORATION TO EMPLOYMENT

An employee eligible for FMLA Leave (with the exception of those employees designated as "highly compensated employees") will be restored to her or his old position or to a position with equivalent pay, benefits, and other terms and conditions of employment. Sun Bright Childcare cannot guarantee that an employee will be returned to her or his original job. A determination as to whether a position is an "equivalent position" will be made by Sun Bright Childcare.

RETURN FROM LEAVE

An employee must complete a "Notice of Intention to Return from Family or Medical Leave" before she or he can be returned to active status. If an employee wishes to return to work prior to the expiration of all available FMLA Leave time, the employee must notify her or his supervisor at least 5 working days prior to the employee's return.

FAILURE TO RETURN FROM LEAVE

The failure of an employee to return to work upon the expiration of all available FMLA Leave time will subject the employee to immediate termination unless an extension is granted.

An employee, who requests an extension of FMLA Leave due to the condition, recurrence, or onset of her or his own serious health condition, or of the serious health condition of the employee's spouse, child, or parent, must submit a request for an extension, in writing, to the employee's supervisor. This written request must be made as soon as the employee realizes that she or he will not be able to return at the expiration of the leave period. Sun Bright Childcare will not grant FMLA Leave in excess of the 12 weeks as required under the FMLA, however, employees may be eligible for Unpaid Leave under other policies. Please discuss your leave status and available types of leave with Owner/Director.

Sun Bright Childcare

POLICY: **LEAVE WITHOUT PAY**

POLICY NO.: **7.3**

Work schedules have been established giving consideration to the student/teacher ratio, workloads, and coverage requirements. Employee absences have a detrimental effect on these conditions. While absence for illness and emergency situations may happen from time to time, employees will not be granted leave beyond their accrued vacation, sick, and personal leave as a standard practice. Emergency circumstances will be considered on a case by case basis.

Leave without pay will only be granted in extenuating circumstances. Leave without pay **must** be approved in advance of the requested start date of the leave by your immediate supervisor. Requests must be submitted in writing. Employees will receive notice of the approval/denial for leave of absence in writing.

Leave without pay which has not been approved by your supervisor will be considered a voluntary termination.

Sun Bright Childcare

POLICY: MILITARY SERVICE LEAVE

POLICY NO.: 7.4

In accordance with the Uniformed Services Employment and Re-employment Right Act (USERRA), Sun Bright Childcare will not discriminate against any person in any employment action based upon military service, application for military service and/or other military obligation.

Employees requiring leave under this policy must notify Sun Bright Childcare immediately upon receiving military orders that a Military Service Leave will be needed.

Employees returning from Military Service Leave must report for duty within [NUMBER] days of discharge.

Employee returning from Military Service Leave will be returned to their former or comparable position. The returning employees status, pay and benefits will be the same upon return as they would have been had the employee not been called to active duty.

If qualifications for the former position have changed during the Military Service Leave, Sun Bright Childcare will make a reasonable attempt at re-training the returning employee so they may become qualified for the position.

Under Military Service Leave, an employee may at the employees discretion, use any/all available paid leave time in conjunction with the Military Service Leave.

If an employee is dishonorably discharged from military service they are no longer protected under USERRA and any and all rights guaranteed there under are forfeited.

Sun Bright Childcare

POLICY: **BEREAVEMENT LEAVE**

POLICY NO.: **7.5**

When the death of a member of an employee's family, as listed below, necessitates her or his absence from work, up to 3 days WITHOUT pay may be granted by the DIRECTOR/ OWNER]:

| | | |
|--|---------|---------------|
| Husband | Mother | Grandmother |
| Wife | Father | Grandfather |
| Son | Brother | Grandson |
| Daughter | Sister | Granddaughter |
| Anyone who permanently resides in the employee's household | | |

When the death of a member of an employee's family listed below necessitates her or his absence from work, up to 2 days WITHOUT pay may be granted by the DIRECTOR, OWNER:

| | | |
|-----------------|--------------|----------------|
| Mother-in-Law | *Step-parent | Nephew |
| Father-in-Law | *Step-child | Brother-in-Law |
| Son-in-Law | Aunt | Sister-in-Law |
| Daughter-in-Law | Uncle | Niece |

* Step-parent/step-child will be entitled to 2 days if step-child was primarily raised by the employee or the employee was primarily raised by the step-parent.

Employees must request Bereavement Leave as soon as possible in advance of the leave.

OPTIONAL:

Employees may be required to provide proof of the relationship between themselves and the deceased individual and a copy of either the obituary or some other evidence of when burial/funeral services are to be held.

Sun Bright Childcare

POLICY: JURY AND WITNESS DUTY

POLICY NO.: 7.6

Jury Duty:

When a leave of absence must be taken for jury duty, the Sun Bright Childcare will recognize this leave WITHOUT pay.

Employees must notify their immediate supervisor as soon as possible after they receive notice they have been called for Jury Duty. A copy of the official request to serve should be provided to Owner/Director] upon notification.

Witness Duty:

When a leave of absence must be taken to answer a subpoena in court, the Sun Bright Childcare will recognize this leave WITHOUT. Proof of the subpoena must be submitted to Owner/Director as soon as possible following service upon the employee.

Sun Bright Childcare

POLICY: **HEALTH AND SAFETY**

POLICY NO.: **8.0**

Sun Bright Childcare is required under the law to maintain compliance with all local and state Department of Health regulations including but not limited to reporting communicable diseases in children and employees, maintaining a hygienic environment and proper storage and service of food items. Employees can find a copy of these regulations in <http://www.pacode.com/secure/data/055/chapter3270/chap3270toc.html> or directors office. Employees are required to comply with all posted and expressed policies and procedures to ensure compliance with Department of Health regulations.

Additionally, Sun Bright Childcare has adopted the policy and procedure recommendations outlined in the “Model Child Care Health Policies [5th]” as prepared by Dr. Sue Aronson. A copy of the edited “Child Care Health Policies and Procedures” adopted by Sun Bright Childcare can be found staff.sunbrightchildcare.com. Employees are required to comply with all policies and procedures as stated in the “Child Care Health Policies and Procedures.”

Failure to maintain and ensure compliance with any and all posted, published and expressed health and/or safety policies will result in disciplinary action up to and including termination.

Sun Bright Childcare

POLICY: Incident Reports

POLICY NO.: 8.1

Accidents or injuries involving children must be reported immediately to Owner/Director. Employees will be required to complete accident/injury reports for these incidents. Employees will be advised by Owner/Director to call the child's parents to apprise them of the incident/accident as necessary. A parent is required to sign the accident/injury report within 24 hours following the incident/accident. A copy of the signed accident/injury report will be given to the child's parent and a copy should be given to director. These documents will become a part of the child's record.

Accidents involving parents or visitors must be reported immediately to Owner/Director. Employees will be required to complete accident/injury reports for these incidents. The accident/injury report should be given to director. These documents will become part of the agency's record.

Any employee who fails to appropriately report, or files a false accident/injury report will be subject to disciplinary action up to and including termination.

Sun Bright Childcare

POLICY: EMPLOYEE/WORKER'S COMPENSATION POLICY NO.: 8.2

All employees are covered by Workers Compensation Insurance and must seek treatment for accidents and injuries as required by the plan. Employees will be required to provide information regarding the accident or injury to their Director/Owner immediately.

In order to protect your claim for compensation and/or minimize Sun Bright Childcare and its employees' liability, all injuries or accidents occurring during employment, no matter how minor, must be reported to Owner/Director immediately. Failure to report workplace injuries in the timeframe and manner required by the Worker's Compensation Insurance Provider may result in the denial of the employee's Worker's Compensation Claim.

A list of approved Worker's Compensation Doctors and Certified Medical Professionals is posted in office. For a copy of the posted list please ask Director/Owner.

Employees who are placed on Worker's Compensation will be notified in writing of the status of their position, status of health insurance benefits, and their responsibilities while on Worker's Compensation. Being out of work on Worker's Compensation for a workplace injury does not guarantee that your position will be held for any length of time. Employment status will not affect a claim with Worker's Compensation and you should continue to communicate with them regarding your injury and treatment status.

Employees are required to provide Sun Bright Childcare with regular status updates, plans for procedures and time tables for anticipated return to work. Failure to remain in regular communication with Sun Bright Childcare may result in the employer's inability to keep and/or hold a position open for the employee. For short term (less than 4 weeks) Worker's Compensation absences, the employee is required to update the employer on a weekly basis. For long term (4 weeks or greater) Worker's Compensation absences, the employee is required to update the employer every two weeks unless a treating physician specifically states a longer period of incapacitation and includes when the employee will be evaluated again. The employee is then required to update the employer with each new evaluation.

Employees released to temporary "light duty" as per the Worker's Compensation Insurer may not be able to return to work, as Sun Bright Childcare will not create a specific "light duty" position. Sun Bright Childcare will notify the Worker's Compensation Insurer that no light duty positions exist and the employee will then be advised by the Worker's Compensation Insurer/Doctor as to the status of their claim.

Employees placed on Worker's Compensation may also be eligible for FMLA Leave. In such a case, as per the FMLA Policy 7.2, a Worker's Compensation absence may also run concurrently with available FMLA Leave time. If both leave types are being used concurrently, the employee

will be eligible to return to their same or equivalent position should they return from the Worker's Compensation Leave within the time frame of the concurrently running FMLA Leave. However, should an employee's Worker's Compensation Leave time be greater than any available FMLA Leave, the employee's position would not be protected and they would only be eligible for return under the requirements of Worker's Compensation Laws.

Sun Bright Childcare

POLICY: **BLOODBORNE PATHOGENS**

POLICY NO.: **8.3**

The Bloodborne Pathogens policy covers all employees who “reasonably anticipate” coming into contact with human blood and other potential infectious materials (OPIM), which includes but is not limited to: semen, vaginal secretions, and any bodily fluid that visibly contains blood.

Employees may, in the course of her or his daily activities, come into contact with other potentially infectious materials. Those situations include, but are not limited to the following:

- * providing assistance after an accident has occurred with children, employees, parents and/or volunteers.
- * assisting children during medical procedures, i.e., first-aid, nose bleeds, times of illness, administration of medication, etc.
- * diapering children or cleaning up after a child has a toileting accident.
- * handling of contaminated items such as soiled clothing, tissues, and diapers.
- * cleaning up and handling broken glass and/or sharp objects

Employees are required to treat all children and fellow employees as though they are infected with a bloodborne pathogen regardless of a known medical condition, how they look, or what is known about their lifestyle. Persons infected with Bloodborne Pathogens do not look a certain way, act in a particular fashion, are a certain age or lead particular lifestyles. Persons with a bloodborne pathogen disease are not required to disclose their illness to the employees or administration of Sun Bright Childcare; as such information is confidential and protected by law. Common Bloodborne Pathogens include but are not limited to: HIV, Hepatitis, Syphilis, and Herpes. These and other Bloodborne Pathogens are transmitted primarily through blood, and other potentially infected materials (OPIM) which include but are not limited to: semen, vaginal secretions any bodily fluid that visibly contains blood.

Employees are required to report any incident of exposure to blood or OPIM to Director/Owner. Additionally, the employee is required to complete an **Exposure Control Incident Report**. The completed **Exposure Control Incident Report** must be turned in to Director/Owner within 1 hour of the exposure incident. An Exposure Incident Occurs when an employee comes in direct contact with or thinks they may have come in direct contact with another person’s blood or OPIM. Should an employee wearing personal protective equipment (i.e. Gloves) get blood on the personal protective equipment, an exposure incident would only occur if the personal protective equipment were to be breached in some manner (i.e. A torn or broken glove). **Failure to report an exposure incident and/or complete and turn in the Exposure Control Incident Report as outlined above will result in disciplinary action up to and including termination.**

Sun Bright Childcare will make available to the employee or volunteer the following within 24 hours of an Exposure Incident at Sun Bright Childcare’s expense: laboratory tests, including testing the employees blood, Hepatitis B Vaccination (if the employee has not been previously

vaccinated against Hepatitis B) and a medical evaluation performed by a licensed medical professional. The employee has the right to decline any, or all of the above if they so choose. The employee is required to complete an **Exposure Control Consent Form** indicating the choices they have made.

All employees are required to strictly adhere to the Universal/Standard Precautions Procedures as outlined in the **Universal/Standard Precautions Policy Number 8.4** to control exposure to Bloodborne Pathogens and to promote good hygiene.

Sun Bright Childcare provides the following personal protective equipment: vinyl/latex gloves, and CPR guards. Employees are required to have personal protective equipment in their immediate area at all times. When traveling outside of the classroom area, employees are required to carry the First-Aid Bag/Hip Pack on their person at all times. Employees are required to use the personal protective equipment in each and every instance warranted by this and other policies and procedures, in the manner in which the personal protective equipment is designed. Failure to appropriately use personal protective equipment at any time will result in disciplinary action up to and including termination.

Employees should be mindful of blood or OPIM on their clothing or personal items. Contaminated clothing and personal items must be cleaned and/or disposed of in a manner to ensure that further exposure does not occur. This may require that an employee's clothing be torn or cut off and/or thrown away. Sun Bright Childcare is not responsible for clothing or personal items ruined or destroyed as a result of contamination and/or removal as per this policy.

Employees are required to attend an annual Bloodborne Pathogens and Universal/Standard Precautions Training. Sun Bright Childcare will provide the required bloodborne pathogen training and employees will be notified in writing of the date and time of such training. Failure to attend this training will result in disciplinary action up to and including termination.

Sun Bright Childcare

POLICY: UNIVERSAL/STANDARD PRECAUTIONS POLICY NO.: 8.4

Employees are required to use Universal/Standard Precautions when handling blood and other potentially infectious materials (OPIM), or when it is reasonably anticipated that contact with blood or OPIM will occur. Other potentially infectious materials (OPIM) include any bodily fluids which visibly contain blood, semen, and vaginal secretions.

Universal/Standard Precaution Procedures involve the use of protective barriers (latex or vinyl gloves and CPR guards) when it is reasonably anticipated that an employee may have contact with blood or other potentially infected materials (OPIM). Examples of when Universal/Standard Precautions should be used include but are not limited to: cleaning up blood, OPIM or unknown substances or spills, cleaning broken glass and/or other sharps, giving first aid to another person, changing a diaper or assisting in toileting routines and when using a needle to administer medication or test blood sugar.

Employees who fail to use Universal/Standard Precautions EVERY TIME it is warranted will be subject to disciplinary action up to and including termination.

The following preventive measures are to be used to reduce the spread of all infectious and contagious diseases.

1. Wash hands regularly. Hand washing is the best way to protect both child and caregiver. Use the recommended hand washing technique:
 - * Use antibacterial liquid soap and scrub hands for 1 minute.
 - * Scrub tops of hands, palms, between fingers and under nails.
 - * Rinse under water with hands pointed down.
 - * Dry hands with paper towels.
 - * Turn off the water faucet with a towel before disposing of it.
1. Wear disposable gloves while cleaning up blood, bloody saliva, urine, feces, or vomit, especially if there is a skin rash or open cut on your hands. If skin contact is made with these substances, wash the affected areas with soap under running water and immediately report the Exposure Incident to Director/Owner.
1. Follow the Diaper Changing Procedure each and every time a child's diaper is changed.
1. Change gloves after contact with each child. Throw away disposable gloves after each use. Wash hands after wearing the gloves.
1. Place disposable diapers in a plastic bag. Tie the bag securely.

1. Supervise toilet trained/training children to ensure that they wash their hands well after using the rest room.
1. Wear disposable gloves when assisting a toilet trained/training child during toileting routines.
1. Clean up blood, OPIM and unknown spills on surfaces with 1 part ordinary household bleach diluted in 10 parts water. The bleach solution should be fresh and used on the day it is made. Isopropyl alcohol, Lysol disinfectant, and hydrogen peroxide can also be used.
1. Use CPR guards to minimize direct contact during mouth-to-mouth resuscitation in an emergency.

Sun Bright Childcare

POLICY: **HEALTH APPRAISALS**

POLICY NO.: **8.5**

Employment at Sun Bright Childcare is contingent upon receipt of the completed Health Appraisal Document in which a licensed health care provider indicates fitness for duty. The licensed health care provider may not be an immediate family member of the employee as defined by in the Conflict of Interest Policy Number 5.11. Employees will be required to obtain a Health Appraisal upon hiring and ANNUALLY thereafter.

HEALTH APPRAISALS will be maintained as a part of the employee's medical information file, which is a part of her or his employment record.

The job description with the essential job functions is a critical part of the Health Appraisal. A copy of the position description is attached to the Health Appraisal, which must be reviewed and completed by the licensed health care provider at the time of examination.

Detailed physical and mental abilities for each position will be listed on the job description. These essential job functions will be discussed with you at time of hire and from time to time during your employment. The Agency reserves the right to amend and change these essential job functions at any time based upon the needs of the agency.

Employees will be required to execute an acknowledgment of the essential job functions prior to employment and at other times during their employment.

Employees who fail to provide the required Health Appraisal as required will be subject to disciplinary action up to and including termination.

Sun Bright Childcare

POLICY: MEDICAL CERTIFICATION OF FITNESS FOR DUTY

POLICY NO.: 8.6

Employees may be required to submit a Medical Certification of Fitness for Duty as needed to reasonably accommodate an employee's disability, to determine eligibility for leave or to return to work from any medical/disability leave. This is separate from the regularly required Health Appraisal in that it is used to determine if an employee, who was out on leave due to an illness, an injury (work related or not) or who has requested an accommodation to their job duties due to a disability is able to perform the essential functions of their position. Medical Certification of Fitness for Duty may also be required where an employee has been prescribed medication whose potential side effects can present a safety risk to themselves or to others during the course of the work period.

Medical Certification of Fitness for Duty must be completed by the licensed health care provider (specialist) overseeing the employee's illness, injury or disability. The licensed health care provider may not be an immediate family member of the employee as defined by in the Conflict of Interest Policy Number 5.11.

Employees who fail to submit with Medical Certification of Fitness for Duty in the time provided will not be permitted to return to work. If a second request to provide the Medical Certification of Fitness for Duty is ignored the employee will be determined to have voluntarily terminated their position.

Sun Bright Childcare

POLICY: SMOKE-FREE WORKPLACE

POLICY NO.: 8.7

All facilities, grounds, and vehicles of Sun Bright Childcare are Smoke-Free Environments. Smoking is prohibited in any of these areas. Smoking includes cigarettes, pipes, cigars, e-cigarettes, vaping, and/or chewing tobacco.

In addition, employees are prohibited from becoming nuisances to Sun Bright Childcare's neighbors by loitering on their property while smoking.

Employees are prohibited from smoking at anytime while wearing the clothing they intend to wear to work on any given day to protect the infants and children with allergies and respiratory illnesses from any residue on your body, hair or clothing.

Violation of this policy will result in disciplinary action.

Sun Bright Childcare

POLICY: SUBSTANCE ABUSE CONTROL

POLICY NO.: 8.8

Sun Bright Childcare management shall take necessary measures to assure that the use of alcohol or unauthorized substances by employees does not endanger the health, safety, and security of our children, employees, volunteers, Sun Bright Childcare sites and the entire Sun Bright Childcare operation.

The unlawful manufacture, distribution, dispensation, possession, concealment, transportation, sale or use of unauthorized substances on Sun Bright Childcare premises, vehicles, or while conducting program business off site are absolutely prohibited. The presence of an unauthorized substance(s) in an employee's system while on Sun Bright Childcare premises, vehicles, or while conducting Sun Bright Childcare business off premises is strictly prohibited. Unauthorized substances include illegal drugs, unauthorized drugs and drug paraphernalia. The abuse or misuse of alcohol, prescription drugs or over-the-counter drugs which have been legally obtained is also strictly prohibited on Sun Bright Childcare premises, vehicles, or while conducting Sun Bright Childcare business off premises.

The use of alcohol, on or in Sun Bright Childcare property or vehicles is also prohibited.

Employees are prohibited from coming to work under the influence of any drug, legal or illegal. This includes alcohol, prescription medication which negatively affects an employee's judgment, attentiveness or cognitive function and/or marijuana.

Violation of this policy will lead to termination of employment.

PRE-EMPLOYMENT REQUIREMENT

Sun Bright Childcare will require an applicant to provide information about all felony and misdemeanor convictions and information about all pending criminal charges, including deferred adjudication. If the applicant refuses to provide information, the interview process will be terminated. The references and employment history of the applicants will be checked before Sun Bright Childcare offers employment. If there is evidence or reasonable suspicion of substance abuse or misuse, the applicant will be disqualified from consideration for employment.

EMPLOYMENT REQUIREMENTS

Sun Bright Childcare will check with the police to obtain information about all pending criminal charges, including deferred adjudication of all current Sun Bright Childcare employees. Sun Bright Childcare management will advise all new employees of the program's policy to check with the police for evidence of a criminal history.

EMPLOYEE TESTING

If there is a reasonable suspicion of substance abuse or misuse, because the employee's behavior or health appears to endanger the health, safety, or well-being of the children, Sun Bright Childcare will require testing of the employee. Confirmed positive tests of urine, blood or expired air, or refusal to submit to testing or refusal of permission to release substance testing information to appropriate management, will be basis for termination of employment. Substance testing is not a part of Sun Bright Childcare ongoing evaluation program. Substance testing may be required (1) where reasonable suspicion exists to warrant such testing; or (2) where necessary to comply with federal, state, or local regulations.

Refusal to comply or defrauding the testing process, with a request for testing is considered a violation of this policy and will result in disciplinary action up to and including termination.

Selection of quality controlled laboratories, standards and procedures for testing, chain of custody, verification of test results, retention of specimen where applicable are the responsibilities of the Sun Bright Childcare DIRECTOR/Owner. The Sun Bright Childcare DIRECTOR/Owner will be assisted by a Medical Specialist in the selection of appropriate laboratories for substance abuse testing.

INSPECTION AND SEARCHES

The Sun Bright Childcare program has the right to require employees, while on duty or on Sun Bright Childcare premises including parking lots, to agree to inspections of Sun Bright Childcare property, vehicles, as well as the offices, desks, and file cabinets assigned to them. If an employee withholds consent to such an inspection, the employee will be immediately terminated.

NOTIFICATION OF AN INDICTMENT OR COMPLAINT

Employees are required to notify the Sun Bright Childcare program of any criminal drug statute indictment no later than 24 hours after such an indictment. The center director of a program site must notify the DIRECTOR/Owner if an employee at her or his worksite has been indicted or if there is a complaint within 8 hours after receiving such notice. Further, the Center Director must notify the State Department of Human Services licensing division of an employee incident or complaint within 24 hours or on the next work day. The Owner/ DIRECTOR will notify the employee of termination of employment due to violation of the Sun Bright Childcare program's Substance Abuse Policy, the PA Minimum Standards, the PA Controlled Substance Act, and the Federal Drug-Free Workplace Act of 1988.

IMPLEMENTATION

It is the responsibility of the various site directors to implement the Sun Bright Childcare Substance Abuse Policy. Each program site should address alcohol and drug abuse by (1) Teaching the facts about drugs and alcohol, (2) Explaining the Sun Bright Childcare Abuse

Policy, (3) Addressing drug problems in employees meetings, (4) Raising the employees' awareness to the drug problem in the workplace, (5) Presenting a unified and visible commitment toward a drug-free workplace, and (6) Promoting a drug-free lifestyle.

INDICTMENT OR OFFICIAL COMPLAINT

The agency must ensure that a person who is indicted, or the subject of an official criminal complaint accepted by a county or district attorney alleging she or he committed a felony violation of any law intended to control the possession or distribution of any substance included as a controlled substance in the PA Controlled Substance Act, must not be at the center while children are present and must not have contact with the children until the charges are resolved.

PERSONNEL RECORDS

The center must maintain personnel records for all employees and ensure that each employee's record includes a statement from the employee providing information about all felony and misdemeanor convictions, and all pending criminal charges, including deferred adjudication.

CONVICTION OF A FELONY VIOLATION

No one may serve as a center director or employee of a Sun Bright Childcare center who has been convicted of a felony violation of any law intended to control the possession or distribution of any substance included as a controlled substance in the PA Controlled Substance Act.

CONTACT WITH CHILDREN

A person convicted of a felony violation of any law intended to control the possession or distribution of any substance included as a controlled substance in the PA Controlled Substance Act must not be at the Sun Bright Childcare center while children are present and must not serve in any capacity where there is contact with children.

People whose behavior or health appears to endanger the health, safety, or well-being of children must not be at the Sun Bright Childcare center.

People must not smoke in the children's presence or consume alcohol when children are at the center.

People who appear to be under the influence of alcohol or other drugs must not be in the center when children are present.

PERSONNEL ACTION

Violation and conviction of any law intended to control the possession or distribution of a controlled substance will lead to termination of employment as consistent with state licensing requirements for child care facilities.

Sun Bright Childcare

POLICY: WRITTEN COMMUNICATION

POLICY NO.: 9.0

All written communication must be checked for appropriate grammar, spelling and punctuation prior to distribution. As often as possible, written communication should be typed and distributed on agency letterhead. Standard business etiquette should be followed for all written communications.

Any handwritten communication **MUST** be neat, legible and checked for appropriate grammar, spelling and punctuation.

Any written communication to clients or any licensing or regulatory authority **MUST** be reviewed and approved by Owner/Director prior to distribution.

Employees are **REQUIRED** to sign ALL documents they prepare as part of their work.

Sun Bright Childcare

POLICY: INTERNET/EMAIL & TEXT MESSAGES POLICY NO.: 9.1

INTERNET:

Sun Bright Childcare provides internet access in the workplace for employee and child use.

Employees are required to closely supervise any child accessing the internet. Children are ONLY permitted access to approved websites or apps which relate directly to approved curricula activities and goals as part of designed lesson plans.

Employees are encouraged to use the internet to research topics, plan activities and lessons and expand their knowledge base as it relates to the program curriculum. Employees are PROHIBITED from accessing the internet for any recreational, personal or non-business related purpose during work hours or at any time on any agency issued device.

EMAIL & TEXT MESSAGING:

When communicating with clients through email or text message, Employees are required to communicate ONLY through provided agency issued email addresses and or cell phones.

When using email, employees are required to copy [POSITION and EMAIL ADDRESS] on ALL communications. When communicating through text message, employees are required to include [POSITION and PHONE NUMBER] on all text messages.

All communications should use proper grammar and standard spelling. All communications should be signed with the employee's full name and position. Employees are NOT permitted to use emojis, text, shorthand/abbreviations or codes when communicating with clients. All communications are to be professional, informational and purposeful.

Text messaging is to be used as the last possible means of communication, as a proper phone call is the most appropriate means of reaching out to a client. However, Sun Bright Childcare recognizes that some parents, due to the nature of their work environment, may prefer to receive a Text Message asking them to contact the program immediately so they can excuse themselves from a meeting or other situation.

Employees are PROHIBITED from using their personal cell phone and/or email address to communicate with any client of Sun Bright Childcare. Any employee giving out their personal cell phone number or email address to any client, or taking the cell phone numbers and or email addresses of any client for use outside of their work responsibilities will be subject to disciplinary action up to and including termination.

Should an employee access their personal email account on any agency issued device (computer, iPad, tablet, or cell phone) Sun Bright Childcare may then have the right to access and search the employee's personal email account through the agency issued device.

Violation of this policy will result in disciplinary action up to and including termination.

Sun Bright Childcare

POLICY: MAIL/TELEPHONE/CELL PHONE

POLICY NO.: 9.2

Employees are not permitted to make outgoing personal telephone calls during work hours unless authorized to do so by Director or Owner.

Employees are not permitted to receive personal telephone calls during work hours except in the case of emergency.

The Sun Bright Childcare telephone facilities are intended for Sun Bright Childcare business and are not intended for personal use. Personal telephone calls should be made only in emergencies only or during your lunch hour.

At no time should an employee send or receive personal mail, packages at their work site. Any and all mail, packages delivered to Sun Bright Childcare are subject to inspection by Director or Owner prior to distribution to the employee. Employees should NOT have mail or any personal or confidential nature sent to them at work. In special circumstances, when discussed in advance with the Owner or Director, an employee may have items sent to work site, when no other option for delivery is available.

Employees may not use personal cell phones for calling, searching the Internet, checking the time/weather or other app feature, text messaging, and/or any other purpose during work hours. Personal Cell Phones may be used during lunch periods. **Purses/Bags and Phones** must be turned off and stored in **lockers** while staff member is present with children. Employees with a personal cell phone or other device on their person while counted in the ratio will be considered in violation of this policy and will be subject to disciplinary action up to and including termination. Use of personal cell phone or other device while responsible for supervising children will be considered lack of supervision and appropriate disciplinary action will be taken.

**You CANNOT supervise the children AND use cell phone at the same time
..... so DON'T do it!**

Sun Bright Childcare may allow certain employees use of phone for business purposes.

Every time you make or receive a business telephone call, you are representing not only yourself, as a professional, but Sun Bright Childcare Good telephone manners are required and include the following:

- Answer promptly and courteously.
- Identify yourself and your department
- Example: Hello, Sun Bright Childcare, This is Amy, may I help you.
- Keep your conversation business-like and brief, avoiding prolonged chats.

- Transfer incoming calls to the appropriate party courteously and quickly.
- Take messages accurately and relay them to the person as soon as possible.
- Answer questions thoroughly to ensure that the caller has received the information requested.
- Be available to respond to clients' calls to ensure good client service and to minimize the cost of return calls.
- Close your conversation with a pleasant "Good-bye."

Sun Bright Childcare

POLICY: COMPUTERS/IPADS AND TABLETS

POLICY NO.: 9.3

Sun Bright Childcare has purchased computers, iPads, and tablets which are available for classroom use. These devices are to be used ONLY for proscribed business/educational related purposes. Employees are prohibited from using any of these devices for personal reasons. Employees are only permitted to use the devices as it relates to the appropriate performance of their job duties, which may include: lesson planning, curriculum topic research, program enrichment, child development and special needs research, social, educational, and community services research and other functions related to their listed job functions.

Children may only use computers, iPads, tablets and other such devices under the direct and constant supervision of an employee. These devices are to be used for educational enrichment and not entertainment nor for the purpose of simply occupying the child(ren). All use of these devices by children must be in conjunction with appropriate curriculum goals and lesson plans which must identify the skill set and learning objective(s) which relate to their use.

Children under 2 YEARS OF AGE are not permitted to use any screens (iPad, tablet, computer or phone) for any reason.

Screen time for children over 2 should be limited to no more than 30 minutes per week.

Sun Bright Childcare

POLICY: SOCIAL NETWORKING

POLICY NO.: 9.4

Employees are strictly prohibited from posting any confidential information obtained during the course of performing their duties from any child and/or employee file on their personal social networking site. Confidential Information is defined in the Confidentiality Policy Number 5.6.

Employees are strictly prohibited from including photographs of currently enrolled children and/or the families served by Sun Bright Childcare on any internet website and/or blog including but not limited to websites like Instagram, Twitter, and Facebook.

Employees are strictly prohibited from accessing and/or updating any personal social networking site during working hours, including during any paid or unpaid break periods. Social Networking posts and updates during working hours are a reflection on your professionalism. Persons reading your posts will make negative assumptions about your professionalism and attentiveness to the children. This will ultimately reflect poorly on the agency and therefore is not permitted.

Employees are PROHIBITED from “friending” or allowing parents/family of currently enrolled children and/or the children themselves to have access to their personal social networking site. Any use of personal social networking sites should be limited to private groups and/or have the privacy settings so that access is limited to select persons only. For example in terms of Facebook privacy should be limited to “friends only” so anyone not friends with the user would not be able to see the posts. In terms of Twitter or Instagram privacy should be set so that only followers can view the user’s posts. All other social media sites should be set to similar privacy settings. This is to protect the professional reputation and privacy of the employee and keep the children and their families from making incorrect or negative assumptions about your ability to care for the child based on your Social Networking behavior. It is of the utmost importance that your personal life be kept separate from your professional one.

Further, any conduct on any social networking site that conflicts with or detracts from the employee’s professional reputation or interferes with their ability to perform the functions of their position, as outlined in the job description will result in disciplinary action up to and including termination.

Any violation of this policy will result in disciplinary action up to and including termination. Further, Sun Bright Childcare will pursue all legal remedies available for actions in violation of this policy.

Sun Bright Childcare

POLICY: PHOTOGRAPHS

POLICY NO.: 9.5

Employees are strictly prohibited from taking pictures of the children, activities or events sponsored by Sun Bright Childcare or the employees on any personal camera device.

Pictures of the children, their families and/or the employees may be taken by employees using Sun Bright Childcare issued camera devices. The photographs taken and any and all digital files containing photographs may only be used as directed by Sun Bright Childcare. Employees are prohibited from using any photograph or digital file containing photographs for any personal use.

As part of the enrollment process Sun Bright Childcare requests permission from parents to take photographs of children engaged in center sponsored activities. Some parents, for various reasons, withhold permission to photograph their child(ren). Employees will be provided with the names of children in their care who may not be photographed. When taking pictures of the children engaged in activities it is imperative that the children for whom we do not have permission to photograph are kept out of frame. These children should not be isolated or segregated in a way that obviously excludes them or embarrasses them. Employees should be considerate and take the opportunity to photograph a group or use an angle that does not remove the child from the activity, but excludes them from the picture.

Violation of this policy will result in disciplinary action up to and including termination.

Sun Bright Childcare

POLICY: CONFLICT IN THE WORKPLACE

POLICY NO.: 10.0

CHAIN OF COMMAND:

Employees are required to address any and all concerns, questions or problems with their immediate supervisor prior to escalating the discussion to higher supervisory levels, except in cases where the concern, question or problem directly involves their supervisor. Employees should refer to Sun Bright Childcare's Organizational Chart in Policy Number 1.4

SOLUTION ORIENTED COMMUNICATION:

In any situation involving a difference of opinion, issue, problem or concern, Sun Bright Childcare expects that all employees engaged in discussion should remain focused on solving the problem. In all workplaces there will be disagreements and conflicts. The true test of a professional is how they handle the communication of ideas and opinions related to the problem or issue. Employees engaged in gossip or behavior that undermines efforts to solve or resolve conflicts within the workplace will be subject to disciplinary actions up to and including termination. Sun Bright Childcare values the opinions and concerns of their employees, however, every issue and every request can not always be handled in a way to make everyone happy or satisfied. The goal for Sun Bright Childcare is to allow employees the opportunity to constructively communicate their ideas in an appropriate time and place so that effective decisions can be made.

Employees may be asked to contribute ideas for solutions to the concerns, problems or issues they present to supervisors. Employees should not expect to simply complain or "vent" frustrations at supervisors, as those are not solution oriented means of communication.

Conflicts between employees will be addressed with both employees present. Sun Bright Childcare's supervisors will not referee between employees, but will instead expect both employees to act in a professional manner and attempt understand the other employee's position and to ultimately resolve the conflict. The only exception to this would be for complaints of harassment.

CONFLICT RESOLUTION PROCESS:

Should regular means of communication fail to effectively resolve an issue, question or conflict, employees may make use of the following Conflict Resolution Process. The following procedures have been established to ensure that all parties to any conflict receive fair and equal hearing by those responsible for resolving conflicts.

1. The employee/petitioner must submit a written statement to her or his supervisor within 5

working days of the employee's knowledge of the event, which caused the conflict.

1. The supervisor shall attempt to resolve the conflict within 2 working days following receipt of the statement and issue a decision.
1. If the employee/petitioner is not satisfied, or if, indeed the conflict is with the supervisor, the employee/petitioner may appeal the supervisor's decision within 2 working days to the Owner.
1. The Owner shall attempt to resolve the conflict within 3 working days of receipt of the statement. .

Terminated/Former Employees are not eligible to participate in the Conflict Resolution process.

Sun Bright Childcare

POLICY: PERFORMANCE APPRAISAL

POLICY NO.: 11.0

The Performance Appraisal should be a positive growth experience for the employee and supervisor. Performance Appraisals will be used to evaluate the entire period of employment since the employee's last appraisal.

Performance Appraisals will be based strictly upon job performance. Job descriptions will be utilized as the basis for the appraisal. All employees will be given an opportunity at orientation to discuss their job descriptions to ensure that each employee understands her or his responsibilities and tasks. All employees will be given a copy of the Performance Appraisal form.

Performance Appraisals will be used as a foundation to establish goals for the employee. Employees will be encouraged to develop short and long-term goals for themselves and to discuss their goals with their supervisor. Supervisors will monitor the employee's progress toward attaining the goals by scheduling performance review meetings with the employee from time to time between formal Performance Appraisals.

Supervisors will also present to employees the goals of the agency and their role in the successful attainment of these goals. Supervisors will keep employees informed of the agency's progress and any changes in the agency goals.

Supervisors will also solicit input from other employees who work closely with the employee being appraised.

Employees will be asked to complete a Survey prior to the Performance Appraisal meeting, which will include information about the job, working conditions, and goals. The Survey will be discussed during the Performance Appraisal meeting.

Performance Appraisals will be conducted for Provisional Employees at least once prior to the end of the Provisional Period using the Agency's Provisional Employee Appraisal Form.

Following the Provisional Period, Performance Appraisals will be conducted at least annually for each employee.

Before the Performance Appraisal is presented to the employee, it will be reviewed and approved by the evaluating supervisor's superior.

Employees must acknowledge receipt of the Performance Appraisal by signing the instrument indicating that they have received a copy. Any employee who refuses to sign acknowledging receipt of the Performance Appraisal will be subject to disciplinary action up to and including

termination.

Employees will receive a copy of their Performance Appraisal. Performance Appraisals will be placed in the employee's personnel record.

Any and all coaching or corrective action plans associated with the Annual Performance Appraisal must be completed in accordance with the steps and timeline provided in the Plan. Employees who refuse or fail to satisfactorily complete the coaching or corrective action plans will be subject disciplinary action up to and including termination.

Sun Bright Childcare

POLICY: DISCIPLINARY ACTION: Reprimand

POLICY NO.: 12.0

A reprimand may be given to any employee when a minor violation of agency policies or procedures has occurred. A reprimand may be given by any supervisor and need not be preceded by any other disciplinary action.

Employees are required to sign for receipt of a reprimand. Signature of receipt does not indicate that the employee agrees with the reprimand, it simply indicates that they have received a copy of the document. Failure or refusal to sign the reprimand will be considered insubordination and will result in disciplinary action up to and including termination.

A copy of the Reprimand will be placed in the employee's employment record.

Sun Bright Childcare

POLICY: DISCIPLINARY ACTION: Written Warning POLICY NO.: 12.1

Employees may be given a written warning for any violation of agency policies and procedures. The written warning will clearly describe the deficiency in performance or conduct and will cite the policy, licensing regulation and/or procedure violated. The written warning will contain a corrective action plan, which will outline the necessary action to correct the deficiency(ies) and a time table under which the corrective action must occur.

Employees are required to sign for receipt of a written warning and indicate that they will complete the corrective action. Signature of receipt does not indicate that the employee agrees with the written warning, it simply indicates that they have received a copy of the document and understands the corrective action proscribed. Failure or refusal to sign the written warning will be considered insubordination and will result in disciplinary action up to and including termination.

Copies of all documentation regarding corrective action plans will be sent to the Owner/Director and be placed in the employee's employment record.

Sun Bright Childcare

POLICY: DISCIPLINARY ACTION: Probation

POLICY NO.: 12.2

In conjunction with any other form of disciplinary action, the Owner/ Director may place any employee on a probationary status. Typically the probationary status will last as long as the proscribed corrective action plan, but may be for any period of time deemed appropriate by Owner/ Director for up to 6 months. Probationary status and length of probation will be included on the Corrective Action Plan.

While on Probation an employee is not permitted to use any accrued PAID or UNPAID Time Off. except as required under **FMLA Policy 7.2** for qualifying FMLA related absences.

Any violation of agency policy while on Probation will result in immediate termination. Probation is a form of last chance agreement between Sun Bright Childcare and the subject employee. By placing an employee in a probationary status, Sun Bright Childcare is indicating that the employee's workplace conduct and/or job performance is far below acceptable standards but that Sun Bright Childcare wants to give the subject employee ONE FINAL CHANCE to meet the expectations of the position description and policies set forth in this manual, licensing regulations and all applicable accreditation standards.

Sun Bright Childcare

POLICY: DISCIPLINARY ACTION:
Investigatory Suspension

POLICY NO.: 12.3

The Onwner/DIRECTOR may suspend an employee for Investigatory purposes. The Investigatory Suspension is without pay will result in either full reinstatement , if appropriate, or further disciplinary action, including termination.

Examples of situations which would warrant use of Investigatory suspension include, but are not limited to:

1. Charges of driving while intoxicated.
2. Report of child abuse or neglect.
3. Accusations of theft.
4. Violation of Substance Abuse Policy.
5. Accusations of Harassment.
6. Any situation whereby the employee's presence at work may interfere with an investigation.

Employees are required to sign for receipt of an Investigatory Suspension. Signature of receipt does not indicate that the employee agrees with the Investigatory Suspension, it simply indicates that they have received a copy of the document. Failure or refusal to sign the Investigatory Suspension will be considered insubordination and will result in disciplinary action up to and including termination.

Sun Bright Childcare

POLICY: DISCIPLINARY ACTION: Suspension POLICY NO.: 12.4

Suspension of an employee may occur at the discretion of the employee's immediate supervisor for infractions of the personnel policies, licensing regulations and/or other applicable standards. Suspension of an employee will not require prior verbal or written disciplinary action. The suspension notice will contain a corrective action plan, which will outline the necessary action to correct the deficiency(ies) and a time table under which the corrective action must occur.

Suspension will be without pay.

The employee will be notified in writing of the policy violations and the length of the suspension and any corrective action required upon return to work. Employees are required to sign for receipt of the suspension notice and indicate that they will complete the corrective action. Signature of receipt does not indicate that the employee agrees with the suspension, it simply indicates that they have received a copy of the document and understands the corrective action proscribed. Failure or refusal to sign the suspension notice will be considered insubordination and will result in disciplinary action up to and including termination.

When circumstances permit, an employee will be suspended upon receipt of the written notification. However, an employee may be suspended verbally if immediate suspension is in the best interest of Sun Bright Childcare. Written notification in these circumstances will promptly follow via certified mail. Suspension by verbal notice may be taken by the immediate supervisor followed immediately by written approval of the DIRECTORS/OWNER.

Sun Bright Childcare

POLICY: DISCIPLINARY ACTION: Termination

POLICY NO.: 12.5

Termination shall not require prior verbal or written disciplinary action, suspension or other disciplinary action. Sun Bright Childcare is an At Will employer and may terminate the employment relationship at any time with or without cause and without notice. This policy is to be used as a guide for employee's, but is not inclusive of the reasons or causes of termination from employment.

Termination is an action approved by DIRECTORS/OWNER, (and in the case of Head Start) POLICY COUNCIL. Notification of Termination may be written or verbal. Verbal notification will be followed by written confirmation.

Causes for involuntary termination include, but are not limited to, the following:

- * Unsatisfactory provisional period
- * Falsifying or misusing records, including application
- * Violation of confidentiality rules
- * Theft or misuse of Agency funds, equipment, or property
- * Absence from work without notification and/or approval as per related policies
- * Discourteous treatment of the public, clients, co-workers
- * Inappropriate behavior
- * Non-performance of duties resulting in injury to the Agency, children, families, sub-contractors, vendors, or employees.
- * Being abusive or neglectful to children, parents, or employees
- * Violation of the Substance Abuse Control Policy
- * Failure to submit any required documentation within mandated/prescribed time frame
- * Neglect of duty or refusal to comply with directives of supervisor
- * Misuse of leave policies
- * Insubordination
- * Receipt of 2 suspensions for the same infraction during any 12 month period.
- * Failure to implement job specifics

- * Receipt of 3 warnings for any violations during any 12 month period; the date of the third warning will be the employee's last day of employment
- * Policy violations while on a disciplinary Probation
- * Failure to return to work following a leave of absence
- * Failure to meet deadlines as presented by supervisor
- * Failure to maintain compliance with child care licensing regulations and/or other applicable federal, state or local statutes or Professional Development Organization Standards.

Sun Bright Childcare

**POLICY: DISCIPLINARY ACTION:
Other Consequences**

POLICY NO.: 12.6

REVERTING TO MINIMUM WAGE:

At the discretion of Director/Owner, as a form of disciplinary action/corrective action, employees may have their hourly rate of pay reduced to the prevailing minimum wage for a period of time. This form of disciplinary/corrective action may be used in conjunction with any other disciplinary action included herein.

Examples of instances whereby an employee's hourly rate of pay may be reduced may include but are not limited to:

- 1 After repeated lateness, a supervisor may lower an employee's hourly rate of pay to minimum wage on any day in which the employee reports for duty late.
- 1 In conjunction with any probation, an employee's rate of pay may be lowered to minimum wage for a prescribed period of probation until the employee is either removed from probationary status or the employee's supervisor determines the employee's performance has improved such that a return to the regular hourly rate of pay is appropriate.
- 1 Any employee, who resigns without giving proper notice as required under Policy Number 2.9 Resignation herein, will be paid minimum wage for all hours worked in the final pay period.

The employee will be informed in writing at the time of the Disciplinary Action that the consequence of reverting to minimum wage will be applied. The employee will be informed of the number of working days or hours for which this reduction of hourly rate will be in effect and the prevailing minimum wage hourly rate of pay amount.

If application of this policy is a result of the employee abandoning their position or failing to give appropriate notice of resignation, the employee will be informed of the rate of pay adjustment in the documentation accompanying their final paycheck, with reference to this policy as prior notice of the pay rate change.

Sun Bright Childcare

POLICY: VOLUNTEERS

POLICY NO.: 13.0

EMPLOYEE ROLE ON PARENT GROUP/COMMITTEES:

Any employee who is asked to liaison between the agency and a parent volunteer committee, PTO or parent group will be paid their regular hourly rate for this work and are to report the time on their time sheet/payroll record as they are considered hours worked.

Employees are to remember that they are an employee of Sun Bright Childcare while working with the parent group. Employees are required to follow ALL workplace rules related to confidentiality and professionalism while interacting with the parent group. ANY violation of confidentiality or unprofessional conduct will result in the employee's immediate removal from the position of liaison and potential disciplinary action up to and including termination.

Employees with children enrolled in the program MAY NOT serve on a parent group or committee in the role of parent representative as it creates a potential conflict of interest. As stated in the Care of Employee Children Policy 5.5, the employment relationship comes first.

VOLUNTEER CLEARANCES

Any person who wishes to volunteer at Sun Bright Childcare is required to obtain all clearances required by DHS **PRIOR** to volunteering in any capacity at Sun Bright Childcare. Volunteering includes coming into the program at any time when children are present, other than drop off and pick up, where the person has access to and/or will interact with the children. Chaperones and people attending any field trip **MUST** have the appropriate clearances on file **PRIOR** to attending. Clearances **MUST** be renewed as per regulations. Clearances **MUST** be no more than 1 year old when presented to the Director / Owner for the first time.

Employees will be notified by Director/Owner which parents/persons have been cleared to volunteer. **PRIOR** to allowing any person into a classroom or to attend a program, employees are required to check the cleared volunteer list. Employees should direct any questions, concerns or any parent trying to turn in clearances to Director/Owner so that the appropriate records can be kept.

Any employee who allows a person to attend a program, volunteer and/or chaperone a trip, who is **NOT** on the agency's cleared volunteer list will be subject to disciplinary action, up to and including termination.

REGISTERED SEX OFFENDERS

Parents of enrolled children are always permitted to pick up and drop off their children except

where limited by a court order. As such, parents that are required to register as a sex offender are still permitted to pick up and drop off their enrolled child(ren), if they retain custodial rights to the child(ren). However, parents who are registered sex offenders are NOT permitted to volunteer in any way at the program, attend or chaperone any field trip, attend or participate in any function or program which gives them access to any children. Parents who are registered sex offenders will be permitted to attend parent teacher conferences ONLY if they are scheduled when children are NOT present in the facility or at an alternate location where children are not present. If you need to make special arrangements for a parent teacher conference time or alternate location, please contact Director/Owner. While the Registered Sex Offender List/Database is public information, Sun Bright Childcare will not seek to disclose or publicly post information regarding a parent's status related to this list. We will inform the appropriate staff, to ensure the safety and proper execution of this and other policies within the program.

Employees who are informed of a parent's status as a registered sex offender are prohibited from posting or publicly exposing that information at the program. Employees are to ensure that the proper supervision occurs and that all policies related to pick up and drop off are followed. Employees will treat ALL parents with respect and professional courtesy.