

First Environments Early Learning Center

# Staff Handbook



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## PREFACE

The quality of any day care center is a direct reflection on its staff. First Environments Early Learning Center recognizes that its employees are the Center's most valuable component. The personnel policies contained in this Staff Handbook reflect the respect felt for staff as professionals and provides a basis for understanding and meeting the needs of the Center. First Environments is committed to providing a working environment that exemplifies cooperation and support.

First Environments recognizes a need for uniformity and consistency in stating policies related to its employees and employment practices. The value of adequate job descriptions that serve as guides for successful job performance in assigned duties is equally recognized. However, the Center always recognizes the importance of dealing with individuals and individual situations.

The Handbook is designed to answer many of your questions about the policies and procedures that apply to employment with First Environments, to serve as a reference for questions concerning Center policies as they particularly affect you, and to provide general information about the leave and other benefits we offer. **This Handbook modifies and supersedes all previous personnel policies and procedures of First Environments (formal and informal). The policies and procedures contained in this Handbook are not a contract of employment, do not create contractual rights or obligations, and do not represent a binding agreement between First Environments and its employees. Flexibility to change as time and circumstances call for change is important and we reserve the right to make at any time any changes in the content or application of our policies and procedures that we deem appropriate in our sole discretion.** Changes in personnel policies and procedures may be implemented even though not yet printed or inserted in the Handbook. We will attempt to provide written notice of any major change to employees or to post such a notice in a place accessible to employees prior to the effective date of the change. The latest amended version of any particular policy will be governing.

## AT-WILL EMPLOYMENT

**Employment with First Environments is strictly at-will, which means that employees are free to leave First Environments' service at any time and that any employee can be terminated at any time with or without notice and with or without stated cause or reason, except as prohibited by law. No person other than the Executive Director has the authority to grant an employee any contractual rights of employment or to enter into a binding agreement with the employee regarding his or her employment, whether oral or written. Any binding agreement of employment must be in writing by the Executive Director. No course of conduct or action by any person may be interpreted as creating any type of employment contract between First Environments and any employee or modifying the at-will nature of an employee's employment with First Environments. The policies and procedures contained in this Handbook are guidelines to employment with First Environments, but they do not create contractual rights or obligations, and they are subject to all employment remaining at-will.**

## **1.0 DESCRIPTION OF THE CENTER**

### **1.1 Purpose (Mission)**

The purposes of the Center are to support First Environments families and to provide quality programming. We believe that children, their families and society all benefit from a high quality early childhood program and that there is a critical link between a child's early experiences and later success in life. The mission is to provide a model program responsive to the changing needs of children, parents, staff and community. The program supports a strong working relationship among children, teachers, parents and community.

### **1.2 Management Philosophy**

First Environments provides employees' children with a caring, safe, and secure environment that uses a child-centered curriculum. This type of curriculum is based on the emotional, physical, social, and cognitive needs of the individual child. The developmental needs of the child are used to determine appropriate activities carried out with that child. Because children grow and develop at different rates, this approach offers them the opportunity to explore each area of development at their own pace.

The staff of the Center creates an atmosphere of support and affection as well as provides the materials, equipment, and experience required to optimize the experiences of each child. They also serve as examples to the children, since children learn as much by observing others as they do so by direct instruction. The teaching staff acts as facilitators rather than directors of activities.

The environment is carefully planned based on an assessment of the children's skills. Planning is most obvious by the presence of "learning centers" that enhance thinking through expressive, communicative, and cognitive activities. These centers include art, dramatic play, manipulative or small motor skills, gross motor play or blocks, sand, water, books, listening, and other areas. Teachers make available a wide variety of activities in each "learning center." Their exploration of a well planned and enriched environment is usually self-initiated. These "learning centers" change and develop based on varying interests of the classroom children. Because of the variety of materials, children can learn several different skills in each center. A sense of responsibility and powerfulness is also promoted by allowing children to choose their own activities.

Some of the attendant beliefs of a developmentally appropriate, child-centered curriculum are:

- Play is the child's way of working and learning.
- Children's play becomes their work as they discover new materials in the environment.
- Learning is what children do—it is not something that is done to them. The classroom environment will be designed to encourage self-learning with guided practice from the teacher.

- Children grow and develop at unique, individual rates that are often unrelated to their ages.
- Classroom activities should support this developmental approach for each child.
- Every child has the right to feel good about him/herself.
- Emphasis on the child's positive self-concept will be the focus of many classroom activities.
- Children's natural curiosity and eagerness to learn are enhanced if children are free to follow their natural interests.
- A discovery approach to learning will be incorporated in the classroom to encourage and develop children's curiosity.
- Children learn from interactions with other people.
- The environment will be designed to encourage children to observe other children working, work with other children, and work individually.
- Children need a variety of opportunities in order to encourage creativity.
- The classroom will contain learning centers, thereby encouraging simultaneously occurring learning activities. In this way, each child has an opportunity to work in a variety of centers using a variety of materials.

### **1.3 GOALS**

The goals established by the purposes and philosophy of the Center are:

- To accept children as individuals to nurture their individuality and creativity.
- To promote critical thinking so that children can verify and validate information.
- To expose children to a variety of experiences to increase their mastery of a variety of skills.
- To encourage children to be active and resourceful in discovering for themselves the world around them.
- To help children learn to trust in themselves and feel confident in their ability to make choices.
- To increase children's capacity to confront new discoveries and integrate them into their world.
- To foster the ability to be sensitive and supportive of the feelings of others.
- To teach children to approach learning with confidence and joy and be willing to take risks.
- To nurture children's capacity to make commitments and become involved.
- To help children learn self-control and accountability for their actions.
- To enhance the child's mental processes by building confidence and self-esteem.
- To provide children with an environment devoid of sexual, racial, religious, or economic bias.
- To encourage parent input and participation.
- To provide an atmosphere for staff that will attract and retain well trained personnel, by maintaining positive working conditions and challenging educational experiences.
- To always supervise infants, toddlers, and preschoolers at all times by sight and sound.

## **1.4 Facilities**

Employees are to enter or exit the building through the main entrance. Your employee badges, and parking hang tags are not to be shared with relatives or friends.

## **2.0 YOU AND YOUR JOB**

### **2.1 Employment**

#### **2.1.1 Equal Employment Opportunity Policy**

First Environments is an equal opportunity employer and will not discriminate against any applicant or employee on the basis of age, race, color, religion, sex, national origin, disability, citizenship, genetic information, sexual orientation or gender identity or expression, or other legally protected status. This policy extends to all terms, conditions, and privileges of employment, as well as the use of the Center facilities and participation in all activities sponsored by First Environments.

First Environments also will not discriminate or take adverse action against any individual who is a member or applies to become a member of a uniformed service, performs or applies to perform uniformed service, or has an obligation to perform uniformed service. Employees who perform and return from service in the military will retain certain rights with respect to reinstatement, seniority, layoffs, compensation, or any benefit of employment in accordance with applicable federal or state law.

In order to promote an atmosphere that is free of any form of discrimination, intimidation, or harassment, we depend on you, our employees, to show respect for your co-workers. Helping to create a work environment where everyone can feel comfortable and welcome is an important part of each employee's job.

#### **2.1.2 Accommodation of Disabilities and Other Medical Conditions**

It is our policy to base selection and other employment criteria on job-related reasons and to make reasonable accommodations to assist otherwise qualified disabled applicants and employees in meeting these criteria once we are made aware of their disabilities and provided that the accommodations do not cause an undue hardship for First Environments. For purposes of this policy, "qualified disabled applicants and employees" include applicants and employees who have a mental or physical impairment that substantially limits one or more major life activities and who meet the skill, experience, education, and other job-related requirements of a position desired or held and can perform the essential functions of the job, with or without reasonable accommodation. We reserve the right to require medical documentation of a disability.

If you have a disability that will require an accommodation to perform an essential function of a job desired or held, it is your responsibility to notify the Executive Director of the disability and

of the need for an accommodation. We then can work with you to try to provide a reasonable accommodation, taking into consideration your specific condition and the operational requirements of and financial cost and expense to First Environments, among other factors. Please be aware that although we would like to keep employment opportunities open for qualified individuals, we will not be able to accommodate an applicant or employee who poses a significant risk to the health or safety of himself or herself or others in the workplace (including children and co-workers) if a reasonable accommodation will not eliminate or reduce the risk.

All medical documentation and other information pertaining to disabilities, and any reasonable accommodations proposed or made for an applicant or employee will be maintained confidentially. Of course:

- Appropriate members of management may be informed regarding any restrictions in work duties or necessary accommodations;
- First aid and safety personnel may be informed, when appropriate, if a disability might require emergency treatment;
- Government officials investigating compliance with the Americans with Disabilities Act may be provided information in compliance with applicable laws and regulations;
- We may submit information to the North Carolina Industrial Commission, the North Carolina Second Injury Fund, or our workers' compensation carrier(s) in accordance with applicable workers' compensation laws; and
- We may use the information for insurance purposes.

We also may consult with occupational health professionals and other similar agents for purposes of considering possible direct threats to health or safety posed by an individual with a disability and/or possible reasonable accommodations for that individual.

### **2.1.3 Sexual and Other Unlawful Harassment**

First Environments prohibits any form of sexual and other unlawful harassment involving any of its employees in the employment relationship. Harassment, retaliation, coercion, interference, or intimidation of an employee due to his or her race, color, religion, sex, age, national origin, disability, citizenship, genetic information, protected activity (i.e., opposition to prohibited discrimination), sexual orientation or gender identity or expression, or other legally protected status is strictly forbidden. This policy is part of First Environments' efforts to maintain a workplace free of harassment for its employees.

#### ***Sexual Harassment***

Sexual harassment does not require physical contact, but can be any type of unwelcome conduct. It includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when submission to the conduct is made a term or condition of an

individual's employment (either explicitly or implicitly), when submission to or rejection of the conduct is used as the basis for employment decisions affecting the individual, or when the conduct is sufficiently severe, persistent, or pervasive to interfere with an individual's work performance or to create an intimidating, hostile, or offensive working environment. Occasional compliments of a socially acceptable nature do not constitute sexual harassment.

### ***Other Unlawful Harassment***

Other unlawful harassment may consist of verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, religion, sex (gender), age, national origin, disability, citizenship, genetic information, protected activity (i.e., opposition to prohibited discrimination), sexual orientation or gender identity or expression, or legally protected status, and has the purpose or effect of creating an intimidating, hostile, or offensive work environment; has the purpose or effect of interfering unreasonably with an individual's work; or otherwise adversely affects an individual's employment opportunities.

### ***Prohibitions***

Any act, comment, or behavior that constitutes sexual or other unlawful harassment is strictly prohibited and will not be tolerated of any employee, either on or off the Center's premises. For purposes of this policy, this includes but is not limited to slurs, jokes, or other verbal, graphic, or physical conduct relating to an individual's race, color, religion, sex, age, national origin, disability, citizenship, genetic information, protected activity (i.e., opposition to prohibited discrimination), sexual orientation or gender identity or expression, or other legally protected status. This prohibition covers not only the relationships between employees of First Environments but also each employee's relationship with the children or parents of the Center or with the employees of other companies encountered in the course of performing the duties of his or her job.

### ***Reports and Investigations***

Employees, without any fear of reprisal, have the responsibility immediately to bring any form of sexual or other unlawful harassment (whether by a co-worker, a parent, or someone else encountered while performing their job duties) to the attention of their supervisor. All supervisors who receive a complaint of sexual or other unlawful harassment should immediately contact the Executive Director. If for some reason an employee does not feel comfortable reporting harassment to his or her supervisor, the employee should report the harassment to another member of management or the Executive Director. Upon receipt of an allegation of harassment, First Environments will promptly begin an investigation into the circumstances of the incident and the alleged harassment. Complaints of harassment should be made in writing and signed by the complainant as soon as possible after being brought to the attention of Executive Director or another member of management. All written complaints must include the name of the alleged harasser and a detail account of the incident(s). Any person, who becomes aware of an incident of sexual or other unlawful harassment, whether by witnessing the incident or being told of it, should report it immediately to the Executive Director.

First Environments will keep all information relating to harassment allegations and investigations as confidential as possible under the circumstances.

### ***Corrective and/or Disciplinary Action***

Following First Environments' investigation, a review of the results of the investigation with the person(s) involved will be conducted and appropriate corrective and/or disciplinary action will be taken, which may result in immediate termination of employment for employees who are determined to have engaged in sexual or other unlawful harassment, conduct approaching sexual or other unlawful harassment, or other conduct that violates the Center's policy. Be advised that disciplinary action, up to and including termination, will be taken against any employee engaging in sexual or other unlawful harassment.

### ***Protection Against Retaliation***

First Environments will not in any way retaliate against an individual who makes a report of harassment in good faith or who assists in an investigation. Retaliation is a serious violation of this harassment policy and should be reported immediately. Any employee found to have retaliated against another employee in violation of this policy will be subject to disciplinary action, up to and including termination.

#### **2.1.4 Recruitment and Selection of Personnel**

No person who serves as a voting member of the Board of Executive Directors of First Environments Parents Organization may be employed by the Center.

#### **2.1.5 Application**

A candidate for any position in the Center must file a resume and application in writing. The candidate is responsible for describing their education, experience, interests, and capabilities.

Information regarding candidates may be obtained from references.

A physical examination form, including TB test, signed by a physician will be required. The cost is covered by FEELC.

#### **2.1.6 Hiring Procedures for Teachers, Rotating Teachers, and Administrative Staff**

Staff recruitment and employment is the responsibility of the Executive Director.

Position openings may be advertised internally, in local papers, and at local universities and technical institutes. Also, other day care facilities may be notified of openings.

First Environments makes every effort to determine if any employee has a prior conviction or other record of criminal activity that would call into question his or her suitability to care for children. Thus, First Environments conducts a criminal records check on all prospective

employees. First Environments requires that all employment offers are contingent on the satisfactory results of a required background check. First Environments will comply with any North Carolina state licensing statute or regulation that exceeds this requirement.

First Environments' is responsible for submitting the required request forms and authorization and release documents to complete the First Environments' check and provide them to the appropriate state and federal agency to complete the required records checks. The cost is covered by FEELC.

All applicants must be at least 18 years old, have completed high school or the equivalent, and must be literate.

All offers of employment and continued employment are contingent upon the maintenance of a satisfactory record. Post-employment arrests or convictions for crimes that affect your suitability to care for children or perform your job duties may result in termination of employment.

The top candidate may be asked to volunteer in the Center for a day of observation prior to employment.

The Executive Director, with feedback from the staff, will make the final decision.

The Executive Director will discuss the selection with the President of the Board of Executive Directors for approval.

### **2.1.7 Employment Eligibility**

First Environments, in accordance with federal law, only employs people who are authorized to work in the United States. Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with the Center within the past 3 years, or if their previous I-9 is no longer available or valid.

First Environments will not unlawfully discriminate against applicants or employees on the basis of citizenship or national origin.

### **2.1.8 Employment Status**

For the purposes of this Handbook, "full-time employees" are employees who are scheduled to work at least 30 hours or more per week. Full-time employees are eligible to participate in First Environments' benefits and leave programs in accordance with the provisions of each benefit and leave plan. "Part-time employees" are employees who are scheduled to work less than 30 hours per week and are not eligible to participate in our Medical and Dental benefits programs.

### **2.1.9 Temporary / Seasonal Employment**

Employees hired for a temporary or seasonal position are not eligible to participate in First Environment's benefits and leave programs. Should you be offered a full-time position during or concluding your temporary or seasonal position your eligibility for benefits will be after a 90 day orientation period

### **2.1.10 Time Sheets**

Employees are required to clock in and out each work day (no more than 5 min. prior to or 5 min. past your scheduled shift). Each pay period covers 2 workweeks. Employees are requested to sign their time sheets.

### **2.1.11 Transfers**

Transfers of staff within the Center can occur at the discretion of the Executive Director. Any staff member has the opportunity to request a transfer within the Center by putting in an application, with the final decision resting with the Executive Director.

### **2.1.12 Pre-employment Physical**

Physical examinations are required for all newly hired (full-time or part-time) employees as a condition of employment. A record of the physical exam must be filed at the Center prior to the first day of employment. A new employee who does not turn in a physical examination report within the first 2 weeks of employment cannot return to work until the medical report is on file.

### **2.1.13 Attendance and Care**

Regular attendance is essential to each classroom and to the success of the Center. It is your responsibility to maintain a satisfactory attendance record. You should be in your classroom and ready to begin work at your scheduled time. If you are unable to report for work, know that you will be late, or know that you must leave early, you must notify In case of an emergency, notify the Center no less than 1 hour before the scheduled change. Please call 541-9452 and leave a message if prior to the Center's opening.

If you leave your assigned position during working hours, you must obtain prior approval from the Center. Frequent or repeated incidents of absenteeism, tardiness, failure to report to assigned classroom/location or return from break as scheduled, or departure without prior approval from the Center and will be considered cause for disciplinary action. Failure to call in for three consecutive days to report the absences and to request that your absence be recorded as excused will be cause for termination from First Environments.

#### **2.1.14 Open Door Policy**

First Environments has an open door policy with respect to employee questions and complaints and wants to assure our employees that their complaints will be considered fairly, in a timely manner, and without reprisal. You are encouraged to discuss matters of concern pertaining to your employment with your supervisor. Your supervisor should be given the courtesy of knowing about any complaint you may have and a chance to help solve it. He or she knows more about you and your job than any other member of management and is in the best position to handle your complaint satisfactorily.

We would like to address all employee complaints informally, and employees and supervisors are expected to make every effort to resolve any problems as they arise. However, in the event you have a complaint that you do not feel comfortable taking to your supervisor (such as an allegation of sexual or other unlawful harassment involving your supervisor), you should go to another member of management. It is our goal for all complaints to be given prompt attention and objective consideration in an atmosphere of mutual assistance.

#### **2.1.15 Drug and Alcohol Policy**

It is important to First Environments, our children, parents, visitors, and fellow employees that the Center's work environment is free from the use of prohibited drugs and alcohol. It is for this reason that First Environments has adopted this drug and alcohol policy.

This policy provides information about prohibited conduct involving drugs and alcohol, the administration of the Center's substance abuse testing, the consequences of a policy violation, and other important information. This policy applies to all applicants and employees of First Environments, including management.

No part of this policy is intended to affect the Center's right to manage its workplace or to discipline its employees, nor is it intended to alter the at-will status of employment with First Environments. The Center also reserves the right to turn over any controlled substances found in or on First Environments' property to the appropriate authorities and to assist in any resulting criminal prosecution.

##### ***Prohibited Conduct***

First Environments prohibits the use, sale, dispensing, or possession of illegal drugs, narcotics, and alcoholic beverages on company property or during working hours regardless of whether on company property or not. This includes all legal or prescription drugs which may impair an employee's ability to perform their job or prescribed drugs that are not being used in the manner prescribed or by the person for which they are prescribed. A violation of this policy occurs when any employee reports to work under the influence of drugs or alcohol, or is under the influence of drugs or alcohol on the Center's premises (including the buildings, grounds, parking lots, and vehicles of the Center or any other location where the Center's business is being carried out).

##### ***Drug and Alcohol Testing***

If First Environments has a reasonable suspicion that an employee has used prohibited drugs or alcohol in violation of this policy or is under the influence of prohibited drugs or alcohol at the workplace, the employee may be required to submit a urine sample, breath sample, or other sample or specimen for drug and/or alcohol testing immediately upon request by your supervisor or any other member of management.

The decision to test an employee should be based on specific and contemporaneous observations concerning the appearance, behavior, or body odor of the employee, or performance indicators of probable prohibited drug use and/or alcohol misuse. This may include involvement in any unusual circumstance that merits further investigation, violence, conduct exhibiting less than total consciousness or self-control, difficulty in performing normal tasks, and other behavior for which there appears to be no explanation.

### ***Notice and Consent***

Prior to drug or alcohol testing conducted under this policy, the individual will be required to sign a written consent form, which will authorize the test to be performed and the urine sample or other sample or specimen to be collected, and will authorize the sample/specimen to be analyzed and the results of the analysis to be communicated to First Environments, any designated representative of First Environments, and any medical review officer retained by First Environments.

An employee who refuses to sign the consent form or to submit to a drug or alcohol test, or who tampers with or attempts to adulterate a test, will be subject to disciplinary action, up to and including termination of employment.

### ***Notification of Results***

You must comply with the NC Controlled Substances Examination Act which requires that an employee who tests positive be allowed to have a retest of the same sample. This law also requires that you use a certified lab and notify the applicant/employee of their Rights and Responsibilities.

An individual who undergoes a drug or alcohol test conducted pursuant to this policy will be notified in writing by First Environments of the results of any such test if the results are confirmed positive, in which case he or she will be advised what prohibited drug was discovered or what alcohol concentration was indicated. Test results will not be furnished to any other person without the express written consent of the tested employee, except as specified in this policy or as required or permitted by law. First Environments will keep the conducting and results of the testing as confidential as possible under the circumstances.

### ***Consequences of Violations***

Any employee who refuses to submit to a drug or alcohol test, has a confirmed positive result in any drug or alcohol test, or otherwise violates this policy or any other policy of First

Environments relating to drugs or alcohol, will be subject to disciplinary action, up to and including immediate termination from employment.

### **2.1.16 Job Descriptions**

All Center job positions will have a general job description on file. You will receive a copy of your job description during the hiring process and orientation period. You should familiarize yourself with the requirements of your position and the performance requirements for the position. Questions about these requirements should be directed to your supervisor. Job descriptions do not include the full scope of responsibilities, but are merely a general outline.

All teaching staff must have, or complete, the NCECC or its equivalent. All teaching staff must begin work or be enrolled towards a NCECC or its equivalent within six months hire.

## **2.2 Orientation Period**

The first 90 days of employment with the Center are an orientation period. During this introductory time, an employee will be provided with an orientation to the Center's policies, procedures, and services and the roles and responsibilities of the person's employment performance. Teaching staff, program coordinators and administrative staff collaborate during the orientation period to determine if the new employee meets the physical and psychological competencies for working with children, families, and other staff. This information will be gathering from observations during the course of the observation period. Unsatisfactory performance may result in an extended orientation period or termination.

It is our hope that each employee will complete the orientation period successfully. However, at any time during or after the orientation period, an employee may be dismissed or may choose to end their employment, as the orientation period policy in no way modifies our at-will employment policy.

## **2.3 Overtime Pay**

The general policy of First Environments is to avoid overtime, but on some occasions it may be necessary for you to work beyond your regular hours. We will try to advise employees of overtime needs as far in advance as possible. Overtime hours must be authorized in advance by a member of management prior to working over 40 hours in a workweek. Employees who work unauthorized overtime are subject to disciplinary action.

For all employees, overtime for hours worked in excess of 40 hours per workweek will be paid at one and one-half times the employee's regular rate of pay. Overtime will not be paid unless an employee has worked more than 40 hours in a workweek, even if the employee is regularly scheduled to work fewer than 40 hours. Paid leave, holidays, and other time away from work

that is compensated by First Environments will not be counted as hours worked for purposes of calculating overtime, unless an employee actually works on that day.

Compensatory time off in lieu of overtime pay is not available.

## **2.4 Paydays and Distribution of Paychecks**

### **2.4.1 Pay Periods**

Employees are paid every other Friday. Each workweek starts on Sunday 12:00am and ends on Saturday 11:59pm. A pay period consists of two workweeks. You may request a schedule of pay dates from Center management.

First Environments has established direct deposit for payment of wages and expenses for those employees who wish to participate.

On each payday, you will receive your paycheck or direct deposit notice and a statement showing gross pay, deductions, and net pay. If an employee feels there has been an error made in his or her paycheck, the employee should report it immediately to the Executive Director.

### **2.4.2 Salary Range**

Each position is assigned a salary range based on similar employment that provides salary rates that are competitive with other day care centers. Salary ranges will be approved by the Center.

Any questions pertaining to your wages are to be referred to the Executive Director.

## **2.5 Promotions**

First Environments will grant promotions, whenever possible, to the most qualified employee available when such an opportunity exists. Present employees will be given preference over other applicants in those cases where the employee meets the qualifications for the position under consideration. The Center, however, will not be obligated to sacrifice quality in order to award a promotion to an employee rather than filling the position through other recruitment means. Employees interested in being considered for a specific promotion should notify the Executive Director.

## **2.6 Annual Review of Performance**

Full-time employees are evaluated on a continuing basis in order to provide a high level of child care. A written evaluation will be given annually or more often if needed.

Staff members may voluntarily complete a Self-Evaluation. With the Self-Evaluation, the teacher rates him/herself on personal qualities, teaching style and strategies, environment/climate design, relationship to other teachers, relationship to parents, and professional responsibilities.

The supervisor and the employee shall develop a professional growth plan that will assist the employee with meeting goals. It is the supervisor's responsibility to assure that the employee is working toward goal completion.

Employees may be evaluated at the end of their 90-day orientation period, and one year after the signing of the Handbook Acknowledgement. The forms used for evaluation purposes will be given to the employee during his or her orientation period.

### **2.6.1 Annual Review of Program**

First Environments Early Learning Center strives daily to get ongoing feedback of both staff and families. FEELC is a community of learners, understanding that creating a community where adults freely share ideas contributes to the success of a strong early childhood program. Staff Annual program surveys gather feedback from our community and results are shared with all members of FEELC. Surveys are sent out in the spring of each year prior to move ups. Concerns are addressed through collaborative processes that include the administration, the parent board, the staff and parents. Informal assessments and feedback are share as needed. FEELC works hard to create an environment where all members feel at ease to communicate, share ideas and or concerns.

### **2.7 Salary Increases Based on Performance**

An employee may receive a performance salary increase if he or she continues to demonstrate improvement or maintains a high level of performance. The current parent board sets a benchmark percentage increase annually upon passing the budget for the next fiscal year.

Determining which employee should be given increases and the amount of the increase shall be at the discretion of the Executive Director.

### **2.8 Unsatisfactory Employment Review**

If the evaluation rating is less than satisfactory, the employee and the Executive Director will set goals to raise the rating within a 14-day, 30-day, or 90-day period. During that time, the Executive Director and/or supervisor will observe the employee weekly and document those observations and progress toward attaining established goals. At any time, the employee may choose not to work toward the goals established, thus ending his or her employment voluntarily.

### **2.9 Disciplinary Actions**

#### **2.9.1 Examples of Behaviors Subject to Disciplinary Action**

All employees are expected to comply with the standards of behavior and performance established by the Center. When necessary, unsatisfactory performance and behavior will be

brought to an employee's attention and a formal note will be included in the employee's personnel file.

Discipline will be based on factors such as the severity of a violation, the repetitive nature of a violation, the circumstances surrounding a violation, and the frequency of the current or previous violations. Disciplinary actions may include an oral warning, a written warning, and probation, suspension with or without pay, demotion, and termination. These actions are not required to be taken all together or in any particular order. In all events, disciplinary decisions will be made in the best interests of First Environments. Please note that the provisions of this Section and Sections 2.9.2 and 2.9.3 do not alter First Environments' at-will employment policy.

Supervisors administering any discipline, other than an oral warning, should consult first with the Executive Director. As a general rule, the Executive Director should review and approve all recommendations for termination prior to any final action being taken.

To ensure the best possible work environment, First Environments has established certain standards of conduct which employees are expected to follow. Although it is not possible to list all the things you should not do, some of the most obvious unacceptable activities are noted below. Disciplinary action, up to and including termination, may be taken in response to the following violations:

- Inefficient or incompetent performance of duties
- Negligence
- Careless or improper use of Center equipment
- Discourteous treatment of staff members or parents
- Absence without approved leave
- Abuse of sick leave
- Habitual tardiness
- Violation of any written regulations regarding performance of duties
- Conviction of a felony or crime involving moral turpitude
- Misuse of Center funds
- Falsification of information on an application
- Participation in any action that seriously disrupts any operation of the Center
- Violation of the Center's policy on sexual and other unlawful harassment
- Willful damage or destruction of Center property
- Willful acts that endanger the lives of property of others
- Possession of firearms or other lethal weapons on the job
- Brutality in the performance of duties
- Refusal to accept a reasonable and proper assignment from a supervisor
- Reporting to work under the influence of alcohol or prohibited drugs
- Possession of alcohol or prohibited drugs on the job
- Giving or accepting gifts in exchange for favors or influence
- Dissemination of information that is confidential by law
- Smoking anywhere on the premises
- Failure to examine children for signs of abuse or neglect

- Abuse or neglect of children, use of corporal punishment, verbal abuse, mental abuse, sexual abuse, or supplying of intoxicants, drugs, or dangerous weapons.
- Failure to report any suspicion of child abuse or neglect to the Executive Director or to government authorities as required by law
- Leaving children unattended for any length of time
- Inappropriate conduct and failure to serve as a model for children in matters of courtesy, respect, and behavior toward others
- Removing a child from the Center or transporting a child in a personal vehicle without written consent of the parent and the Executive Director
- Obtaining or providing medical treatment without express written parental consent
- Abuse of overtime

These violations are not all-inclusive, but serve to illustrate certain types of unacceptable behavior that may result in disciplinary action, up to and including termination. Appropriate disciplinary action also will be taken for violations of any other provision of this Handbook or other Center policies.

### **2.9.2 Dismissal Policies**

- Dismissal may be without cause and in some cases without warning, as all employment with First Environments is at-will. In the case of immediate dismissal, the Executive Director will tell the employee to leave the work site at once and to either report back to the Executive Director the following day or remain away until further notice. All facts leading to immediate dismissal must be understood clearly by the Executive Director and President. A written summary of the facts will be prepared with a copy placed in the employee's file. Dismissal resulting from unsatisfactory application of an alternative disciplinary action will be based on a written record prepared by the Executive Director and reviewed with the President.
- Dismissal of employees other than the Executive Director is the responsibility of the Executive Director in consultation with the President. A decision to dismiss the Executive Director is the responsibility of the President.
- All relevant records regarding a dismissal will be kept in the employee's file. Evaluations, discussions of causes and events, and actions taken by the employee should all be documented.
- In the case of dismissal of the Executive Director, the President will appoint a committee of the Board to consider disciplinary action.
- Dismissed employees will not be paid for accumulated paid time off.

### **2.9.3 Appeal of Dismissal**

- A dismissed employee has 5 days from the time of notification to notify the President in writing of his or her intent to appeal.

- Within a reasonable time, the President will review the documentation of the dismissed case in the employee's file; will confer with the employee, with two additional staff members, and with the Executive Director.
- The President will recommend to the Executive Director that the dismissal be enforced or rescinded, with or without a probationary period.
- In the case of dismissal of the Executive Director, the President will appoint a committee of the Board to consider the dismissal. The decision of the Board committee will be final.
- Final action on any dismissal appeal will be made within 2 weeks of receipt of the employee's notification of appeal. The final action will be documented and a copy will be placed in the employee's file.

#### **2.9.4 Resignation**

In the event that you decide to voluntarily leave First Environments, to achieve a smooth transition, you are requested to give at least 2 weeks written notice of your resignation. Management employees are requested to give at least 30 days notice. If you leave without giving notice, you could forfeit consideration for reemployment.

A signed letter of resignation addressed to the Executive Director is requested. The letter must state your reason for leaving and your intended last day of work. First Environments will consider any of the following reason for termination:

- Failure to return to work on the next regularly scheduled workday following the expiration of an approved Leave of Absence
- Absence from work for 3 consecutive days without approval or proper notice
- Failure to submit the proper Leave of Absence forms within the stated time guidelines

#### **2.9.5 Requirements Upon Leaving First Environments**

Before leaving First Environments, you must return all property including, but not limited to, materials such as manuals/handbooks, ID cards, computer equipment, office equipment, cellular telephones, employee badges and car hang tags.

### **2.10 Hours of Work**

#### **2.10.1 Workweek and Hours of Employees**

The workweek commences at 7:30 a.m. on Monday and continues until 5:30 p.m. the following Friday. A work schedule will be organized in a manner that assures that the Center will be properly staffed throughout the period that the Center is open for business. All staff will be expected to arrive and be ready to begin the day's activities at the appointed hour.

### **2.10.2 Lunch Breaks**

Break times should be taken away from the classroom and children. Personal business and personal telephone calls should be conducted only at a break time. An employee may not leave the classroom for a break unless there is adequate coverage by other staff.

To maintain staff to child ratios, if a teacher needs a temporary break from the classroom the teacher can call the front office. One of the administrative staff will help assist with coverage for the teacher. This is for a teacher that needs to go to the bathroom, becomes over whelmed, or stressed, or who may need to make a quick personal phone call.

Employees are scheduled for a nine hour day with one hour being for their break and lunch time. The one hour for their break and lunch is unpaid time.

When you have a scheduled meal break (lunch) during your shift, you may leave the Center. If you remain in the Center, you are requested to stay in a non-working area. The staff lounge is provided for staff break times or lunch breaks. Once you have closed out or clocked out, you are off duty and not authorized to perform any work for the Center. If you are requested to help in the Center, you must clock back in.

## **2.11 Expenses**

With prior approval from your supervisor, the Center will reimburse individual staff members for equipment or classroom material purchased. The employee must submit an itemized list of material to be purchased to his or her supervisor for approval. The supervisor will decide which items on the list the employee will be authorized to purchase. Should the employee purchase items not previously approved by the supervisor, there is no guarantee that reimbursement for unauthorized items will be made. In order to be reimbursed for approved purchased items, the employee must submit to the supervisor an original receipt from the place of purchase.

### **2.11.1 Staff Training or Instructional Expenses**

In order to provide maximum opportunity for professional development of teaching staff members, the Center shall provide opportunities for attendance at conferences, institutes, and workshops, within budgetary limits. All employees must meet required training hours each licensing year as dictated by North Carolina law. Any staff member who does not attain the required training will be dismissed. All staff are required to be CPR and First Aid certified and maintain that status as required by the state. CPR and First Aid will be offered twice during a year. Employees that do not attend will be expected to pay for certification.

Expenses eligible for reimbursement are defined within certain limits. Most payment for training will be at the discretion of the Executive Director. The Executive Director may elect to pay for training in advance of completion. In that case, the employee will be required to repay the Center for the cost of the training if the employee does not attain a passing grade or if she/he leaves the Center within 3 months of the training (i.e., community college or university course). If a staff member does not attend a workshop/conference for which the Center has paid part or all of the expenses, she or he is responsible for reimbursing the Center for that amount. Failure to do so will be cause for termination of employment.

Staff members will be responsible for receiving written credit notations about their participation in staff development activities and turning in the documentation to the Center for their personnel file.

In Summary, First Environments Early Learning Center recognizes the importance of continued education and professional development opportunities to keep all staff abreast of current trends in Early Childhood Education. FEELC offers staff opportunities to participate as both presenters at area conferences and as attendees. FEELC covers the cost of tuition and travel. For more information on conference opportunities please contact the Director at [blake@firstenvironments.org](mailto:blake@firstenvironments.org)

*Individual professional development plans are created and reviewed during each staff member's performance evaluation.*

FEELC gives employees a salary increase on completion of an undergraduate degree in Early Childhood Education or Related Field. Please contact our Human Resource Coordinator at [sberkowitz@firstenvironments.org](mailto:sberkowitz@firstenvironments.org)

All infant staff, rotating staff and administrative staff must have SIDS training. SIDS training must be renewed every three years. Please read over the FEELC Infant Safe Sleep Policy.

*FEELC Infant Safe Sleep Policy was adopted: 4/27/12. This policy was reviewed 7/17/14. This policy was reviewed and revised on 3/19/15.*

FEELC is committed to providing infants with a safe place to grow and learn. For this reason, FEELC has created a policy on safe sleep practices for infants up to 1-year-old. We follow the recommendations of the American Academy of Pediatrics (AAP) and the Consumer Product Safety Commission to provide a safe sleep environment and reduce the risk of sudden infant death syndrome (SIDS). The staff, substitute staff, and volunteers at FEELC follow the recommendations for safe sleep from the AAP and meet or exceed the NC Child Care Regulations for safe sleep.

**Sleep Position:**

- Infants will be placed flat on their backs (supine position) to sleep unless the infant has a Health Care Professional Wavier that allows for an alternate sleep position completed, signed, and placed in their file. If a Health Care Professional Wavier is on file the teachers will place a note on the infant's crib stating that a wavier is on file.
- Infants will not be placed on their side for sleep.

- Devices such as wedges or infant positioners will not be used since such devices are not proven to reduce the risk of SIDS and can be hazardous.
  - Infants who use pacifiers will be offered their pacifier when they are placed to sleep. If the pacifier falls out of the infant's mouth during their nap the FEELC staff will either replace it in the infant's mouth or allow it to remain in the crib for the infant to access it.
  - Pacifiers will be cleaned between each use, checked for tears, and will not be coated in any sweet or other solution.
  - Parents are asked to provide replacement and age appropriate pacifiers on a regular basis.
  - While infants will always be placed on their backs to sleep, when an infant can easily turn over from back to front and front to back, they can remain in whatever position they prefer to sleep. FEELC staff will make a note of the infant meeting this developmental milestone and inform parents and the other staff.
- Sleep Environment:**
- Our program will use Consumer Product Safety Commission guidelines for safety-approved cribs and firm mattresses.
  - Infants will not be placed to sleep on any soft surfaces.
  - Only one infant will be placed to sleep in each crib. Siblings, including twins and triplets, will be placed in separate cribs.
  - The crib will have a firm tight fitting mattress covered by a fitted sheet and will be free from loose bedding, toys, and other soft objects (i.e., pillows, quilts, comforters, sheepskins, stuffed toys, etc.)
  - FEELC will allow pacifiers, Please NO soft toy, ties or strings attached to pacifier. Bibs and pacifiers will not be tied around an infant's neck or clipped on to an infant's clothing during sleep.
- If a light blanket is used, the child's feet will be placed to the foot of the crib/mat a light blanket will be tightly tucked in along the sides and foot of the mattress, or under the mat. The blanket will not come up higher than the infant's chest. Sleep clothing; such as sleepers or sleep sacks (appropriate size) may be used as alternatives to blankets if parents choose to provide them. Please make sure they are lightweight.
  - Smoking will not be allowed in or near FEELC.
  - To avoid overheating, the temperature of the rooms where infants sleep will be checked and will be kept at a level that is comfortable, which is between 68-75F degrees.

**Supervision:**

- When infants are in their cribs, they will be within sight and hearing of staff at all times.
- A staff member will visibly check on the sleeping infants every 20 minutes. They will record this on an Infant/Toddler Sleep Chart.
- When an infant is awake and alert, they will have supervised "tummy time." This will help babies strengthen their muscles and develop normally.
- Infants will promptly be removed from car seats at drop off.
- Infants that fall asleep in a swing or bouncer/infant seat will promptly be removed and placed in their crib on their back.
- Once infants are awake they will be spend less than 5 minutes in their cribs before being removed to have supervised tummy time on the floor.

**Training:**

- All infant and toddler staff, administration staff, rotating staff, and volunteers at FEELC will be trained on safe sleep policies and practices every 3 years by attending an ITS-SIDS training workshop.
- Every September all of FEELC staff, administration staff, rotating staff, and volunteers will review FEELCs Infant and Toddler Safe Sleep Policy.

- Documentation that staff, administration staffs, rotating staff and volunteers have read and understand these policies will be kept in each individuals file.
- Before they are allowed to care for infants, all staff, administration staff, rotating staff and volunteers at FEELC will be trained every 3 years in First Aid and every 1-2 year(s) in CPR so they know how to respond to an unresponsive infant/toddler.
- FEELC will complete “How to Respond to an Unresponsive Infant” practice drills every six months. These will take place in June and December of each year. Each infant classroom will maintain a log of the drills.

**When The Policy Applies:**

This policy applies to all staff, administration staff, rotating staff, parents, and volunteers when they care for infants at FEELC.

**Communication Plan for Staff and Parents:**

Parents will read and discuss this policy with FEELC’s administrator when they are enrolling their child in FEELC. There will also be a copy provided in the parent handbook. Parents are asked to follow this same policy when the infant is at home. These policies will be posted in prominent places. Information regarding safe sleep practices, safe sleep environments, reducing the risk of SIDS in child care as well as other program health and safety practices will be shared with families and all FEELC staff 14 days before any changes go into effect. All FEELC staff has reviewed, discussed, and signed a copy of the SIDS policy. The policy will also be provided in the FEELC staff handbook.

**Any individual who has questions about the FEELC Infant/Toddler Safe Sleep Policy may contact:**

FEELC Director: Beth Lake by email at [blake@firstenvironments.org](mailto:blake@firstenvironments.org) or phone at (919) 541-1461

**2.11.2 Travel**

Staff members will be reimbursed for official travel at the discretion of the Executive Director and approved in advance. Reimbursement will be at the current IRS rate per mile. Mileage sheets should be kept by staff and handed in at the end of each month in which the employee traveled. Reimbursement payments for travel will be received on the following pay period.

**2.12 Dress**

In principal, staff members are required to dress in a way that is compatible with their roles at the Center, and does not impede their ability to perform duties to ensure the safety of children. Additionally, taking pride in your appearance influences how parents view our program.

Therefore, it is requested that employees should be neat and clean at all times, and dress appropriately to be actively involved with children. This includes Staff not wearing clothing, or articles of personal appearance which:

- inappropriately exposes your body.
- depict profanity, obscenity, or violence
- promote use of tobacco, drugs, or alcohol;
- may create a threat to health or safety of others;

- are associated with intimidation or violence; or
- may be disruptive.

The Executive Director reserves the right to require Staff to make appearance changes to fulfill the above guiding principles.

This policy applies to all staff at all times on school property, or at anytime when in charge of FEELC children.

### **2.13 Personal Property**

You are encouraged to keep personal property with you or in your classroom and stored in a locked cabinet out of the reach of children. Lockers are provided for rotating staff.

### **2.14 Weapons and Violence Prevention**

This Weapons and Violence Prevention policy applies to all employees of First Environments, parents, visitors, and any other persons entering First Environments' premises.

First Environments has a strong commitment to its employees to provide a safe and secure work environment. We also expect our employees to maintain a high level of productivity and efficiency. The presence of prohibited weapons and acts of violence, including threats of violence, in the workplace are inconsistent with these objectives. First Environments expects all employees to adhere to this policy on weapons and violence prevention.

Employees, parents, or other visitors to the Center must not possess any prohibited weapon on the Center's premises, or while representing First Environments on business away from its premises. First Environments also prohibits any violence, threats of violence, harassment, discrimination, intimidation, or other such behavior on the Center's premises.

For purposes of this policy, "prohibited weapon" includes any device or other implement designed or which may be used for the infliction of bodily injury or death. Examples include any gun or other firearm (including a handgun for which an individual possesses a valid permit); ammunition, firecrackers, or other explosives; a knife or other cutting device or instrument; or other similar implements. Prohibited weapons do not include implements or devices which are designed and commonly used for a personal, business, or medical purpose and are actually being used for a lawful purpose. "The Center's premises" include the buildings, grounds, parking lots, and vehicles of First Environments and any other place where the business of First Environments is being performed.

If First Environments has reason to believe or suspect that an employee is in possession of a prohibited weapon or has engaged in violence or other behavior which violates this policy, it has the right to search, or may authorize local law enforcement officials to search, any areas on the Center's premises, including the employee's personal effects, work area, office, desk, containers, cabinets, drawers, or other furniture, equipment or other facilities, or any other repository used by the employee which either is owned or leased by First Environments or is located on the Center's premises.

Any employee of First Environments who has knowledge that any other person has possession of a prohibited weapon or has engaged in behavior that violates First Environments' policy on violence prevention should immediately report that fact to his or her supervisor or a member of management. First Environments reserves the right to notify the appropriate law enforcement authorities of any individual who is in possession of a prohibited weapon or who participates in an act of violence in violation of law and may assist in any resulting criminal prosecution.

Violation of this policy by an employee will not be tolerated and may result in disciplinary action, up to and including termination. Any person found to be in violation of this policy who is not an employee of First Environments will be evicted from the Center's premises and will not be allowed to re-enter its premises unless the person can demonstrate that he or she is not in violation of this policy.

### **2.15 Outside Employment**

Employees are cautioned to consider carefully the demands that additional work activity will create before accepting other employment. Any failure to meet the responsibilities of your position with the Center may lead to discipline, up to and including termination from employment.

### **2.16 Personnel Records**

Personnel files are the property of First Environments and access to the information is restricted to management personnel of First Environments who have a legitimate reason to review the files or as required by state or federal law. Employees who wish to review their own files should contact the Executive Director. With reasonable advance notice, an employee may review his or her personnel file in the Center and in the presence of management. You may not remove material from your files. Former employees of First Environments do not have access to view or copy their personnel files.

Employee personnel files are kept in a secure locked filing cabinet. All files are kept confidential which includes the employee's application with record of past experience, educational transcripts, health-assessment records, records of ongoing professional development, annual performance evaluations, and other required material for licensing purposes.

### **2.17 Confidential Information**

It is the policy of First Environments that each employee has a continuing obligation to protect the internal business affairs of the Center and any confidential information of First Environments. This policy is not intended to impede normal business communications and relationships, but is intended to make employees aware of their obligations to use discretion to safeguard information obtained during the course of their employment with First Environments.

No employee, without the approval of the Executive Director, may disclose any confidential information concerning the property, business, or affairs of First Environments, including

personal information about any employee, nor may any employee under any circumstances use such information to advance the financial or other private interests to him/herself or others. Confidential information should not be discussed outside the Center and only discussed within the organization to others who have a “need to know.” In addition, information about children should never be discussed with any outside party without the written consent of the child’s parent, or as authorized or required by law, and then only to the extent authorized or required.

Violations of this duty of confidentiality can seriously affect our organization. Employees who disclose confidential information of First Environments or information relating to the children of First Environments in violation of this policy will be subject to disciplinary action, up to and including termination. Your employment with First Environments assumes an obligation to maintain confidentiality, even after you are no longer employed with First Environments.

## **2.18 Communications Systems**

First Environments follows Environmental Protection Agency guidelines for electronic mail systems, voice mail systems, the Internet, computer systems, and other communication systems.

In order to ensure the appropriate use of the Communication Systems provided and/or made available by First Environments, the following guidelines for employee use have been established. Supervisors of First Environments also are responsible for instructing employees on the proper use of the Communication Systems for both internal and external business communications.

- **Protect Confidential Information.** Employees are prohibited from disclosing confidential information via the Communication Systems or otherwise, outside the Center, to employees within the Center, unless the recipient of the information is authorized to receive that information and has a legitimate need to know. In order to protect First Environments’ proprietary information, employees must not leave electronic mail messages on computer screens. Employees are required to maintain access passwords in a confidential manner to meet the confidentiality standards set by First Environments. Sensitive and highly confidential information should be sent within the Center via electronic mail or voice mail only when absolutely necessary, and then only after appropriate passwords and encryption devices, if available, have been used. As a general rule, sensitive and highly confidential information should not be sent via the Internet or any other communications system to which individuals not employed by First Environments have access.
- **Keep It Professional.** All Communication Systems users must keep their messages businesslike and refrain from using these systems for personal messages. Employees are expected to use good judgment and common sense when sending or receiving messages by the Communication Systems. The Communication Systems may NOT be used in such a way as to be disruptive or offensive to others. Messages containing offensive sexual material, racial or ethnic slurs or epithets, or other material of a harassing nature are strictly prohibited. Remember—First Environments’ policies against discrimination and

sexual and other unlawful harassment apply to communications through the Communication Systems or otherwise.

- **Do Not Solicit.** Employees may not use the Communication Systems provided or made available by First Environments to solicit other employees for any purpose, including but not limited to religious, commercial, or charitable purposes, or for membership in or adherence to any outside organization or political cause.
- **Abide by Copyright Laws.** The illegal downloading, copying, or sending of copyrighted software and/or other copyrighted materials is prohibited.
- **Keep Your Personal Use of Communications Systems Separate.** First Environments recognizes that some of its employees may have access to the Internet and other communications systems at their homes or through sources outside the Center. Although employees may access and use these systems in any manner they see fit for their own personal purposes, they are not permitted to transmit any First Environments information over these systems or indicate in any way that their access and use are related to First Environments.

## **2.19 Telephones**

Employees should not use the telephones for personal purposes except when it is an emergency or when other extenuating circumstances warrant moderate use. Misuse of First Environments' telephone system may result in disciplinary action, up to and including termination.

### **2.19.1 Cell Phone Usage**

All personal cell phone use should be conducted at break times.

## **2.20 No Solicitation and No Distribution**

Persons not in the employ of First Environments are not allowed to solicit the Center's employees or anyone else on the Center's premises for any purpose. No employee will be allowed to solicit for any reason while he or she is on the job and on First Environments time. This rule applies only to actual working time and not to break time, lunch time, or time before or after work. All types of solicitations on First Environments time are prohibited by this rule. Anyone who violates this rule and who thereby neglects his or her own work or interferes with the work of any other employee will be subject to disciplinary action, up to and including termination.

Persons not in the employ of First Environments are not allowed to distribute any material on the Center's premises for any purpose without the permission of the Executive Director. Employees are not permitted to engage in the distribution of advertising material, literature, or other non-work material during their working time or when they might interfere with the work of others. Employees are not permitted to distribute any such materials at any time in work areas. Anyone

who violates this rule and who thereby neglects his or her own work or interferes with the work of any other employee will be subject to disciplinary action, up to and including termination.

Any employee who engages in the distribution of any literature or non-work material in non-work areas shall be responsible for cleaning up any litter which may occur. Failure to do so may result in disciplinary action, up to and including termination.

### **3.0 Program Development**

#### **3.1 Curriculum Objectives**

- First Environments aspires to meet the needs of all children and will work with classrooms and individual staff to reach curriculum goals.
- Teachers are encouraged to use available resources to develop activities for a good daily routine.
- Help can be available from the Executive Director and/or an employee's supervisor. Planning will include discussions pertaining to child behavior and activities that will promote the social, physical, and intellectual development of the children. Each classroom will post new lesson plans outside the classroom every week.

##### **3.1.1 Development Observations**

Observations of children take place continuously. Observations are the responsibility of the teachers in each room. The observations serve to record progress and establish goals for each child. Observations could include narrative, reports, and samples of children's creations.

##### **3.1.2 Classroom Transitions**

First Environments Early Learning Center strives to eliminate as many classroom transitions throughout the school year as possible. When determining class configurations, the Center must ensure that the ages of the children are appropriately grouped in classrooms so that when children move up or move in, the classroom remains developmentally appropriate.

#### **3.2 Maintenance of Equipment and Materials**

- Adequate material and equipment will be provided by the Center (within budgetary limits) to enrich each child's learning experiences.
- Staff members are expected to take care of materials and equipment and to teach the children to do so.
- Staff may be held liable for destruction of materials and/or equipment.
- Rooms shall be kept orderly, especially when staff and children leave them.

- Staff members are expected to complete basic housekeeping tasks as assigned by the Executive Director.

### **3.3 Behavior Management Policy**

It is the policy of the Center and the laws of the State of North Carolina to neither spank nor physically punish a child. A constructive technique for managing behavior and maintaining a child's self worth will be applied. The Director and administrative team will provide guidance in these skills. The goal of behavior management is to teach the child self-control and self-correcting techniques. Employees are required to sign a statement stating they will follow the FEELC guidelines for child behavior management.

While each child and each behavioral situation is unique, we shall use a few basic management strategies to help the child learn to manage his/her own behavior. For example, we shall focus our attention on positive behavior while ignoring negative behavior. In addition, when negative behavior arises, we shall redirect the child to another activity. When conflicts arise, problem solving and addressing of feelings will occur. Room arrangement shall be inviting and classroom activities shall be stimulating in order to reduce behavioral problems. Directions or suggestions are stated simply and positively. Actions of the child, not the child's personality, are the focus. Corrective action will be immediate. Consistency will be maintained. Children will not be isolated, denied food, sleep, or bathroom use due to negative behavior.

Under certain situations, First Environments may require a parent to pick up their child due to aggressive or uncontrollable behavior. Persistent uncontrollable behavior and/or serious hurtful behaviors are not compatible with group care for a number of reasons. First, the safety and well being of the other children and teachers need to be protected. Second, this behavior requires a significant amount of one-on-one attention from the classroom's primary teachers, and therefore effectively puts the classroom out of ratio. This puts a stress on the whole classroom, as teachers are not able to provide the other children with the attention that is essential for quality care.

#### **Recurrent Uncontrollable Behavior:**

It is the goal of FEELC to work proactively and constructively on behavioral issues with each child and family using the strategies described above. However, if a child displays persistent uncontrollable behavior and the above approaches are to no avail, the parent(s)/guardian(s) will be required to remove the child from FEELC immediately.

Admitting the child back into FEELC will only occur after appropriate steps have been taken by the parent(s)/guardian(s) to correct the child's behavior, and only after consultation between the Executive Director and the parent(s)/guardian(s).

#### **For example:**

- A child repeatedly refuses to participate in necessary routines and/or activities (hand washing, resting/napping, toileting, meals, or staying within sight and sound of the group) and they require one to one teacher assistance.
- A child becomes dependent on direct teacher assistance in order to cope with their typical emotional needs or to prevent unacceptable behaviors.

- A child displays age inappropriate tantrums that last longer than twenty-minutes and/or occurs more than three times in one day.
- A child needs to be separated from the group more than two times in one day.
- Persistent hurtful behavior and/or lack of self control

The Center's behavior management policy does not allow threats or physical punishment by staff. Parents must abide by the same policy when in the Center. Children are subject to suspension for a period of two weeks should parents violate Center policy. Fees will be required during the two-week suspension to ensure the child's slot is available at the end of the suspended period.

**Parents are required to sign the Enrollment Agreement which states:**

I HAVE READ AND AGREE TO ALL OF THE PROVISIONS OF THIS AGREEMENT AND THOSE OF THE PARENT'S HANDBOOK. THE PARENT HANDBOOK IS ACCESSABLE ON THE FEELC WEB-SITE: <http://www.firstenvironments.org>

### **3.4 Health and Safety Policies**

First Environments' staff is expected to follow the same exclusion policies as set for the children.

#### **3.4.1 Instructions for Sick Children**

\* Staff are required to work through the FEELC Administrative staff. The Administrative staff will coordinate all illness and exclusion decisions, questions, and communications with parents.

- Taking temperatures: If a child is warm to the touch and you suspect that he or she has a fever, you may take an axillary (under the arm) temperature. Check the child's schedule or any notes the parent may have left to be sure there is not some special circumstance that may be causing the fever. Be sure to give the child time to cool down after a nap or after being physically active.
- Temperature maximums: With an axillary temperature of 100 degrees or above, the child's parents must be called after consulting with one of the administrative staff.

\* Contact the administrative staff for documentation and consultation of illnesses.

#### **3.4.2 Medication and Medication Forms**

No medication (prescription or over the counter) will be administered without specific instructions from a physician or the child's parent or guardian. A Medication Form must be completed and dated for each day the medicine is to be dispensed. The parent must sign and date the form. When the medicine is dispensed, the hour is noted on the form and the staff member

who administers the medicine must initial it. Staff members who fail to administer medication properly or fail to complete the appropriate forms may be terminated. All medications must be in their original box or bottle and contain the child's name and the appropriate dosage for his/her age and weight. Any sunscreens or diaper creams must also have all of the above.

Pain relievers can only be administered for immunizations, teething, and earaches w/out fever. Medication is not to be mixed with formula, juice, or food.

### **3.4.2 a Medical or Dental Emergencies**

In case of a medical or dental emergency, the staff will follow specific procedures:

Minor Accident:

Classroom teacher will administer first aid

An accident report will be prepared. One copy will go to the administrative staff in the front office and the other will be given to the parent.

Serious Accident:

If a child has an emergency inside the Center or on the playground, a staff member will bring the child to the Center office to be assessed by the administrative staff. If the child is not able to be moved, then an administrative staff member will be called to the scene of the accident immediately. The following procedures will be followed:

If the child has sustained a head, neck, or spinal cord injury or obvious leg fracture, the staff must call 911.

- If the child has none of the above and is able to be moved, the parents will be responsible for transporting the child to the hospital of their choice. If a parent cannot be located and the Executive Director or Administrative staff determines that the child should be treated by a physician, the emergency contact person will be called to transport the child or the hospital of choice will be called for ambulance transportation.

The Executive Director or administrative staff will be responsible for the following:

- Assuring that authorization for medical treatment is taken with the ill or injured person to the hospital.
- Accompanying the ill or injured person to the hospital. (Remember that ratios must be maintained.)
- Notifying the parents.
- Notifying the emergency contact person in case of staff illness or injury requiring transportation to a medical facility.

- Notifying the medical facility about the person to be treated.

Obtaining substitute staff if needed

Emergency contact information must be kept current at all times. Please notify the Center of any change.

### **3.4.3 Universal Precautions**

Universal precautions, as defined by this policy, are intended to maintain good hygienic practices and to help prevent the spread of infectious diseases in the Center. Employees shall exercise universal precautions whenever handling blood, or other bodily fluids. Employees will receive training on the risks of exposure to blood borne pathogens and ways to reduce or eliminate such risks.

#### **Universal precautions standards include;**

- Staff wear gloves as a barrier to minimize the contact of mucous or bodily fluids
- Staff immediately clean up spills of bodily fluids with detergent followed by water rinsing
- After cleaning, staff sanitize any nonporous surfaces with bleach-water solution
- Staff clean rugs and carpeting by blotting, spot cleaning with a detergent-disinfectant, and shampooing or steam cleaning
- Staff dispose of contaminated materials and diapers in a plastic bag with a secure tie that is placed in a closed trashcan
- Toys that children place in their mouths or toys that have been contaminated by body secretion will be washed in our sanitizer dishwashing machine before returning to the classroom.

First Environments has a detailed HIV/AIDS policy on file that employees may obtain from their supervisors.

### **3.5 Emergency Procedures**

#### **3.5.1 Emergency Preparedness**

If an emergency should occur, First Environments' Emergency Plan goes into effect. Emergency preparedness enables you to respond quickly and effectively in the event of an emergency, providing first aid and shelter to victims, treating the injured, as well as caring for children. It is important that you actively participate in safety training and disaster drills scheduled throughout the year and review manuals developed as a guide for emergency care. Your participation in

safety training and disaster drills will be documented and maintained in Center records and your personnel file if necessary. Your supervisor can provide you with a copy of the Emergency Plan.

### **3.5.2 Fire Drills**

Fire drill forms will be filled out monthly in accordance with licensing requirements. Drills will be scheduled by the Center, keeping in mind the climatic conditions and well-being of the children. The scheduled times should vary from month to month, and one fire drill a year must be held at nap-time. Forms will be completed immediately following the drills and will be filed in the Center's designated folders.

### **3.5.3 Tornado Drills**

Tornado drills will take place regularly and will be scheduled by the Center. During such drills, children will crouch down on the floor and cover their faces. Be sure you are in a designated area.

### **3.5.4 Inclement Weather Policy**

First Environments makes decisions on whether the Center will operate during inclement weather separate from NIEHS and the EPA. The Board President and the Director take into consideration the road conditions, travel advisories and area schools & business openings/closings. Staff members are expected to make every effort to get to work during inclement weather if safe travel permits; however staff may use their leave time if they decide to remain at home due to the possibility of hazardous road conditions. If the Center does not open due to inclement weather, all regularly scheduled employees will be paid for their scheduled hours. Regularly scheduled employees are; staff that are scheduled to work on the specific day of inclement weather. Employees that were not scheduled will not be paid for that day and will use leave time. This includes if it is not your regularly scheduled day of work, planned vacation or appointments, or sick day if you called out prior to the center making their inclement weather decision. If the Center closes early due to inclement weather, all employees who have reported to work will be paid for their remaining scheduled hours. If the Center has a delayed opening, all employees that report to work on time will have the opportunity to earn eight hours of work time. If the center is not open for eight hours, the time necessary to make up the difference will be added to employee's time card. In order to receive eight hours of paid time, you must arrive when the center is scheduled to open and work until the end of the day or until numbers allow for you to leave. **In any case of inclement weather, call 541-KIDZ(5439) for operating hours.**

### **3.5.5 Accidents**

In the event of any accident, all staff is required to complete an Accident Report. Make a copy for the office and a copy for the parent.

### ***Minor Accident***

The staff member will administer first aid. An accident report will be prepared. One copy will go into the child's folder and the other will be given to the parent and one copy to the FEELC administration.

### ***Serious Accident***

If a child has an emergency inside the Center or on the playground, a staff member will bring the child to the Center office to be assessed by the administrative staff. If the child is not able to be moved, then an administrative staff member will be called to the scene of the accident immediately. The following procedures will be followed:

If the child has sustained a head, neck, or spinal cord injury or obvious leg fracture, the staff must call 911.

- If the child has none of the above and is able to be moved, the parents will be responsible for transporting the child to the hospital of their choice. If a parent cannot be located and the Executive Director or one of the administrative staff determines that the child should be treated by a physician, the emergency contact person will be called to transport the child or the hospital of choice will be called for ambulance transportation.

The Executive Director or one of the FEELC administrators will be responsible for the following:

- Assuring that authorization for medical treatment is taken with the ill or injured person to the hospital.
- Accompanying the ill or injured person to the hospital. (Remember that ratios must be maintained.)
- Notifying the parents.
- Notifying the emergency contact person in case of staff illness or injury requiring transportation to a medical facility.
- Notifying the medical facility about the person to be treated.
- Obtaining substitute staff if needed.

### **3.6 Suspected Child Abuse/Neglect**

Any employee who has reasonable cause to suspect that a child's physical or mental health or welfare may be adversely affected by abuse or neglect shall report such findings to the county

Department of Social Services (“DSS”) and also immediately inform the Executive Director. “Abuse” means the infliction, other than by accidental means, of any act by an individual that causes or creates a substantial risk of physical, mental, or emotional harm or threat to a child. “Neglect” means the failure, either deliberately or through negligence, to provide necessary food, clothing, shelter, supervision, medical attention, or other essential care for a child. “Reasonable cause” means a basis for judgment resting on facts, either directly or indirectly observed or obtained from reliable sources, that supports a belief that a particular action or inaction occurred or a particular condition exists. It is not the responsibility of the employee to prove that the child has been abused or neglected, or to determine whether the child is in need of protection. Employees shall not contact the child’s family or any other person to determine the cause of the suspected abuse or neglect. An employee making such a report is immune from any civil or criminal liability provided that the employee was acting in good faith in making the report. All instances of suspected child abuse or neglect are to be reported within 24 hours.

If an employee of the Center is named as a perpetrator of child abuse or neglect, the employee must report such accusations to the Executive Director immediately. The employee will immediately cease working directly with children. An investigation will be conducted by the Center administration. If this investigation, DSS investigation, and the Day Care Section investigation find that the employee did not commit such acts, the employee will be reinstated and will be paid for all days missed.

If the employee is found to have committed such acts, the employee will be terminated immediately. If the state investigations are inconclusive, the status of the employee will be determined by the Executive Director.

Under no circumstances will the Center tolerate negligent behavior on the part of the staff members. The Center will provide staff development opportunities related to protection from child abuse and neglect claims.

### **3.7 Staff–Parent Relationships**

We believe parents are the most significant adults in a child’s life. We strive to create mutual respect between parents and Center staff—a partnership for the benefit of the child. Our doors are open to parents at all times and staff is expected to conduct themselves in a professional manner on all occasions.

### **3.8 Staff Relationships**

A cooperative team effort is encouraged among staff. All staff is expected to act in a professional manner at all times and to adhere to a professional code of ethics. Good communication between staff members is essential in order for positive working relationships to flourish. Should a staff member have a concern or question about the actions of a fellow staff member, he or she is encouraged to get together with that staff member and discuss the issue(s). If the concern or question cannot be adequately settled among the staff members, then it is important for the staff members to get together with their supervisor to discuss the issue(s).

### **3.9 Staff Meetings**

The Directors and or Program Coordinators will call teachers' meetings for organization of work and in-service training. The Director and/or Program Coordinators will observe and work in the classrooms with teachers in order to help ensure quality programming and act as a resource for the teaching staff. Attendance is encouraged and failure to do so may affect your annual performance review.

### **3.10 Acceptable Media Policy**

First Environments is a "TV Free" center. Children are not allowed to watch television or use the computer as a television substitute. Should there be a special occasion in which an acceptable short video is requested by staff, this must first be approved by the Executive Director or Program Facilitator.

## **4.0 DAILY OPERATIONS OF THE CENTER**

### **4.1 Admissions**

Applications for enrollment of children ranging from six weeks through five years old will be considered without regard to race, color, religion, sex, genetic information, national origin, disability, or other legally protected status. Priority for enrollment will be given to children of federal employees.

#### **4.1.1 Special Needs Children and their Families**

FEELC strives to meet the needs of all children. FE will work closely with families, staff and community resources in order to meet the needs of any child with Special Needs in accordance with the guidelines set by ADA.

### **4.2 Hours of Operation**

Operating days and hours will be Monday through Friday from 7:30 am to 5:30 pm.

### **4.3 Arrival and Departure of Children**

Arrival and departures are transitional times for children and need to be handled delicately. It is requested that parents bring the child directly into his or her classroom. It is important that the teacher is aware of all arrivals. Children may not be left unaccompanied in the parking lot, dropped off at the front entrance, or left in the lobby, playground, or in the halls.

When picking up children, parents have been asked to come into the Center through the front entrance of the building. If the child is outside on the playground, parents must let the child's

teacher know he or she is picking him or her up. Children may not be picked up from an outside entrance or over the fence. It is for the safety and security of the children that we have established these policies.

If someone other than the parent is going to be picking up the child, then parents are asked to contact the Center in advance. A note with the parent's signature and identification will be required.

#### **4.4 Meals and the Child Care Food Program**

The Center will be participating in the Child Care Food Program sponsored by the North Carolina Department of Public Instruction. The goals of this program are to provide nutritious and appetizing meals and snacks for children, introduce different types of foods, and help teach good eating habits. The Center will avoid serving overly sweet items and encourage children to appreciate the natural flavors of a variety of wholesome foods. Our weekly menus are required to be posted both inside and outside the classroom.

Teachers are encouraged to sit with children at meal times and, if appropriate, eat with them. We ask that any soda be concealed in a cup and any convenience foods be eaten either during the employee's break time or while the children are sleeping. Coffee and other beverages should remain at the counter and not be carried throughout the room or onto the playground for consumption.

**Please note that First Environments is a peanut free Center. No peanut products should be brought into the Center either by staff or by families.**

If a child has a food allergy, it must be posted in a convenient place in the classroom as well as in the kitchen so that all staff will be aware of it. A food allergy must be documented and a copy of such documentation kept in the child's file.

All food items, bottles, or "sippy cups" provided by parents must be labeled with the child's first and last name and current date.

Meals and snacks are typically served at the following times:

AM Snack 8:30 - 9:30

Lunch 11:45-12:30

PM Snack 3:45-4:15

#### **4.5 Playground Rules**

- Children may not be out on the playground unless they are being supervised and the appropriate teacher/child ratios are maintained.
- Teachers must use good judgment on the number of children allowed to play on 1 piece of equipment at the same time. Suggest that children take turns or direct their attention to other equipment or activities.

- All playground equipment must be used appropriately and safely. Teachers are to make periodic checkups and keep the administrative staff informed as to what pieces of equipment need to be repaired or replaced. Children should not be allowed to play on or with broken or damaged equipment.
- Daily cleaning and checks must be conducted by all staff.
- Teachers are expected to interact and observe children closely while on the playground. Teachers should space themselves so all children can be seen.
- Children must keep their socks and shoes on while they are on the playground except under supervised water play.
- Play equipment for the sand area, riding toys, balls, and other gross motor equipment are kept in the toy shed. After each use, all equipment should be returned to the toy shed and stored properly.
- Toy guns and other similar toys do not have any place in the Center or on the playground.
- Teachers must help children learn the safe and proper way to handle wheel toys and paved areas.
- Staff will supervise infants, toddlers, and preschool by sight and sound at all times.

## **5.0 Birthday Celebrations**

Birthdays can play an important role in the life of a child. Parents are welcome to celebrate their child's birthday at the Center. However, parents must limit parties to food, games, and music. Treat bags and balloons are not allowed. Birthday celebrations should be centered around snack time and of short (1/2 hour) duration.

## **6.0 Leave Policies**

### **6.1.1 Paid Time Off**

Paid time off is available to all full-time employees and can be used for vacation, personal time off, sick leave, or maternity leave/ paternity leave. Bereavement leave is a separate category of leave (see section 6.1.2). You will start accruing paid time off when you begin employment and may use your accrued paid time off only after 90 days of continuous employment. First Environments requires that paid time off be used before unpaid leave can be granted. If you work fewer hours, you will accrue fewer hours of PTO per pay period. Paid Time Off accrual is based on the number of hours you actually work (up to 40 per week) and the number of PTO hours reported, not on the number of hours your are scheduled to work. **\*\*Temporary/Seasonal Employees see 2.1.9**

Paid time off for full-time employees is accrued as follows:

<u>Years Completed</u>	<u>Full-time Employees (working 36 – 40 hours per week)</u>
Begin employment	5 hours every 2 weeks
Once completed 3 years	6 hours every 2 weeks
Once completed 6 years	7 hours every 2 weeks
Once completed 10 years	8 hours every 2 weeks

Full-time employees who have accrued and have unused paid time off at the end of the calendar year may carry over up to 60 hours to the next calendar year.

- Accrued but unused paid time off will be paid upon separation from the Center or if you change from full-time to part-time status

### Requests for Paid Time Off

You must submit requests for Paid Time Off in the Director’s office at least 2 weeks in advance, using the forms that are available by the calendar. All requests will be granted on a first received basis. You may only request time off within the four posted months. For requests received at the same time, the Center administration will consider position and seniority of service, as well as any mutual agreement among staff. The Center’s ability to maintain the continuity of its program to the children is the Center’s first priority. For this reason, only one teacher per classroom will be granted Paid Time Off at any given time. The Director may consider hardship cases and holidays as exceptions. If you are requesting time off and you have no accrued leave you must submit your request directly to the Director by email. The Director will discuss performance and continuity of care with your direct supervisor to help with the decision.

For unexpected absences, such as those resulting from illness or injury, you should contact the Center as soon as you know you will be absent or **at least** 1 hour prior to your scheduled shift. Call 541-9452 and leave a message if before hours of operation. You must report your absence to administrative staff. If you have an extended illness, time off, after the first day, will be considered approved if you have a doctor’s note.

#### **6.1.2 Personal Leave Time (PLT)**

First Environments understands that it can be challenging at times to schedule appointments that need to take place during business hours. In an effort to create a more flexible workplace, upon completion of their initial 90 day period each Full Time Employee will be given 3 days worth of personal leave time each year, to be equated with 24 hours of time, to schedule those appointments. This time can be taken in up to 4 hour increments to either leave early or come in late (staffing permitting) to arrange for these appointments. Once you have used all of your

personal leave time, your paid time off bank will begin being used to cover this time. Personal leave time is not to be used as vacation or sick leave. Any remaining balance in your personal leave time bank cannot be carried over into the next year nor will it be paid out upon separation from FEELC.

### **6.1.3 Family and Medical Leave (FMLA)**

#### **Family and Medical Leave (FMLA)**

First Environments provides FMLA leave to eligible employees in compliance with the Family and Medical Leave Act as amended January 16, 2009

Employees are eligible for a covered FMLA job-protected leave if they have worked for First Environments for at least 12 months, worked 1250 hours over the previous 12 months, and if the employee works at a company worksite in which has at least 50 employees within 75 miles.

#### **Basic Leave Entitlement**

Eligible employees may take up to 12 weeks of unpaid, job protected leave for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care, or
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

#### **Military Family Leave Entitlements**

Eligible employees with a spouse, son, daughter, or parent who is a service member on covered active duty may use their 12-week entitlement to address certain qualifying exigencies. Covered active duty means: 1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed forces in a foreign country; and 2) for service members of a reserve component of the Armed Forces, duty during the employment of the member with the Armed Forces to a foreign country under a call or order to active duty

status. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member or veteran during a single 12-month period.

A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. Serious injury means an injury or illness that was incurred in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office,, grade, rank or rating.

A covered veteran is a veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy. Serious injury or illness for a covered veteran means a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that manifested itself before of after the member became a veteran.

"Spouse" means a husband or wife. "Child" means biological, adopted, or foster child, a stepchild, legal ward, or a child being raised by the employee. The child must be either under 18 years of age, or 18 and older and incapable of self-care because of a mental or physical disability for Basic Leave Entitlement; for Military Leave Entitlement, the child may be of any age.

"Parent" means biological parent, or a non-biological parent who had primary responsibility for raising the employee. This term does not include "parents-in-law." Next of kin of a covered service member means the nearest blood relative other than the covered service member's spouse, parent, son, or daughter, unless the covered service member has designated a specific blood relative in writing for purposes of military caregiver leave under FMLA.

### **Amount of Leave and Leave Period**

Eligible employees may take up to 12 weeks of FMLA leave during a "12 month measured forward" leave year, defined as the 12-month period measured forward from the date an employee uses any leave under this policy.

Employees are entitled to up to 26 weeks of leave in a 12 month period measured forward for Military Caregiver Leave Entitlement.

(Note: Spouses working for the company may only take a combined total of 12 weeks for the birth, adoption, or placement of a child into foster child, or to care for a parent with a serious medical condition; or a combined total of 26 weeks to take leave to care for a covered service member.)

### **Employee Responsibilities**

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the First Environment's normal call-in procedures.

Employees must provide sufficient information for the First Environments to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees must also inform us if the requested leave is for a reason for which FMLA leave was previously taken or certified.

### **Notification of Eligibility**

First Environments will inform an employee requesting FMLA leave whether the employee is eligible under the FMLA. If the employee is eligible, the notice to the employee will specify additional employee rights and responsibilities. In addition, First Environments will inform the employee if the leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employee is not eligible, the First Environments will notify the employee that the leave is not FMLA-protected and provide a reason for the ineligibility

### **Medical Certification**

For leave for medical reasons, medical certification by the health care provider must be obtained and submitted within 15 calendar days of an FMLA request. Leave may be denied if the certification is not timely submitted, is incomplete, or insufficient. If the certification is timely received but is incomplete, you will be advised of information needed and given seven days to provide the required information to enable First Environments to make a decision. Leave may be denied if you do not provide this information. First Environments may request a second medical opinion and designate the health care provider if the certification is questionable. If the first and second medical opinions differ, we may require a third opinion which will be final. Any required second and third certification expenses will be paid by First Environments.

Medical recertification may be requested every 30 days unless the original certification was for a longer period, or circumstances have changed significantly. In all cases, we may request a recertification of a medical condition every six months in connection with an absence by the employee. Recertification's may be requested under other circumstances as specified in FMLA regulations.

Upon return, the employee must submit to the Human Resources Specialist medical certification of her/his ability to return to work. First Environments may deny work to personnel failing to provide valid fitness for duty certificates. Employees taking FMLA leave must contact the Human Resources Specialist or the Executive Director every four weeks. The employee is required to periodically report her/his intention to return to work.

### **Certification of Need for Military Leave**

First Environments will require certification of the need for Military Exigency Leave and Military Caregiver Leave. Employees requesting such leave must provide certification within 15 days absent unusual circumstances. Failure to do so may result in delay or denial of FMLA leave.

### **Intermittent Leave**

Leave may also be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the company's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Employees requiring intermittent or reduced leave for foreseeable medical treatment for their own or a family member's serious health condition may be temporarily reassigned during the leave period to a position with the same pay and benefits that better accommodates a reduced or intermittent schedule.

### **Substitution of Paid Leave**

Employees will be required to use all accrued Paid Time Off concurrently while taking FMLA leave. Employees may qualify for short-term disability payments; or may be receiving workers' compensation benefits for a condition that also qualifies for FMLA leave under this policy. Any paid leave that qualifies under this policy will be designated FMLA leave and will run concurrently with it.

### **Benefits**

During FMLA leave, First Environments will maintain health coverage under our group health plan on the same terms as if the employee continued to work. Upon return from FMLA leave, most employees will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

The employee will not accrue employment benefits such as Paid Time Off, but benefits accrued by the employee up to the day on which the FMLA leave begins will not be lost. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the taking of FMLA leave. Employees will also not receive pay for any holidays or days that the company is closed during his or her leave. First Environments will pay for Bereavement leave while an employee is out on FMLA in accordance with our Bereavement policy.

If the employee fails to return from the FMLA leave--except because of their own or a family member's serious health condition or another circumstance beyond their control - - First Environments will recover from the employee any health insurance premiums it paid during the leave on behalf of the employee. In addition, if the employee fails to return to work after the expiration of the FMLA leave, the employee may be required to reimburse First Environments for the First Environments' share of health and/or dental insurance premiums paid during the period of unpaid leave, unless the employee does not return to work because of: 1) the continuation, recurrence, or onset of a serious health condition either affecting the employee or the employee's family member which would otherwise entitle the employee to leave under the FMLA, or 2) certain circumstances beyond the employee's control.

### **Status After Leave**

Employees who return to work within or on the business day following the expiration of the approved leave will be returned to their job or an equivalent position with the same benefits or pay. However, employees on leave will have no greater right to reinstatement than if they had been actively employed. If the need for leave was due to the employee's own serious health condition, First Environments will require that the employee provide medical certification that they are able to return to work. You may obtain a "fitness-for-duty certification form" from the Human Resources Specialist.

### **Other Provisions**

Employees may not engage in gainful employment during any approved leave. Violation of this policy will result in termination of employment. In addition, any intentional misrepresentation to obtain or continue a leave of absence constitutes grounds for immediate termination.

### **Miscellaneous FMLA Information**

The FMLA makes it unlawful for an employer to interfere with, restrain, or deny the exercise of any right provided under the FMLA; and discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to the FMLA. An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. The FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

### **More Details**

To apply for the leave, or for more details about this policy, contact the Human Resources Specialist or Executive Director.

#### **6.1.4 Bereavement Leave**

First Environments will provide employees, who have successfully completed their 90 day orientation period, with bereavement leave for making funeral arrangements, attendance at any wake, and funeral attendance for an immediate family member. “Immediate family members” are identified as your spouse, domestic partner\*, parents, children, brother, sister, parents of the spouse, grandparents, grandchildren, grandchildren of the spouse, step-sister, step-brother, half-sister, half-brother, step-mother, step-father, step-children, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and foster children. The length of the leave will depend on the location of the services. The employee will be allowed 3 days of leave if the immediate family member’s services are located in North Carolina. The employee will be allowed 5 days of leave if the services for the deceased will be held outside of North Carolina. As a kindness to employees, First Environments will pay Bereavement leave while an employee is out on FMLA.

\*Domestic Partner will be viewed as spouses and are defined by the same regulations as our health insurance (must share a single permanent residence and have done so continuously for at least the past 12 months; and that such residence is owned by or leased to the Employee and Domestic Partner as joint tenants, are jointly the holders of joint credit or bank accounts at least one of which is a checking account, at least one of them has designated each other as beneficiary of a life insurance policy or been named executor and/or residuary beneficiary of his/her estate under a last will and testament, agreed to assume financial responsibility for the welfare of the other, are no less than 18 years of age, are not now or have been within the past 12 months married to any other person including a common law marriage, and are not related by blood in any degree which would prevent marriage to each other.)

#### **6.1.5 Military Leave**

First Environments will grant an authorized absence to employees who elect or are required to perform service in the uniformed services, to the full extent required by the Uniformed Services Employment and Reemployment Rights Act (“USERRA”) and other applicable law.

An individual employee’s service limitations, available benefits, and reemployment rights will be determined in accordance with applicable provisions of this law. In order to be entitled to the reemployment rights afforded by USERRA, you must provide advance notice of the impending service (either orally or in writing and by yourself or through an appropriate officer of the uniformed service in which the service is to occur) to your supervisor. You should provide a copy of your orders. Advance notice will not be required if precluded by military necessity or if, under all of the relevant circumstances, it is impossible or unreasonable.

Generally, military leave will be without pay, unless you apply paid time off toward the absence.

### **6.1.6 School Leave**

Any employee who is a parent, guardian, or person standing in loco parentis (person acting in the place of a parent) of a school-aged child is eligible to take school leave of up to 4 hours per year so that the employee may attend or otherwise be involved at that child's school. "School" includes (a) a public school; (b) a private church school, church of religious charter, or nonpublic school that regularly provides a course of grade school instruction; (c) a preschool; or (d) a child care facility that regularly provides day care for more than 5 children under the age of 13 (not including the operator's own children) at least once a week for more than 4 hours but less than 24 hours a day. In order for school leave to be authorized, you must provide the Center with written notice at least 48 hours before the time desired for the leave. Upon return from school leave, you may be required to provide the Center with written verification from your child's school that you attended or otherwise were involved at that school during the time of the leave.

School leave must be taken at a time mutually agreed upon between you and the Center. Time away from work for school leave will be without pay, unless you apply available paid time off toward the absence.

### **6.1.7 Holidays**

First Environments follows set holidays throughout the calendar year. You will receive holiday pay for these holidays. Employees will be paid for holidays at their regular salaries or rates of pay for their normal workday or part of a workweek. Holidays do not count as hours worked for purposes of computing overtime. If a holiday falls on a Saturday or Sunday, it generally will be observed on either the preceding Friday or following Monday, whichever is closest to the holiday.

First Environments recognizes the following holidays:

New Year's Day	Martin Luther King, Jr. Day
President's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Fall Break (day after Thanksgiving Day)
Winter Break (day before Christmas Day)	Christmas Day

First Environments realizes that an employee may wish to observe other days that are not recognized holidays as provided above. The Center will make every effort to accommodate your request without disrupting its operations. You will be required to use paid time off or unpaid leave for such days.

### **6.1.8 Jury Duty**

If called for jury duty, you will be paid at your base rate of pay for up to five working days (up to 40 hours maximum) that you are required to spend at court based on the normally scheduled

hours worked for full-time and part-time employees. If you are dismissed early or not required to report for jury duty service on any of those days, you are expected to return to work. To be eligible for jury duty pay, you must furnish a statement from the court clerk indicating the time served on the jury.

### **6.1.9 Community Service**

First Environments will allow an employee, who has successfully completed his or her 90 day orientation period, up to 16 hours of paid leave for time that an employee has volunteered to perform services to an eligible charitable or cultural organization. A written request for such leave must be submitted no later than 30 days prior to beginning your service for approval by the Executive Director. Such request may be approved or denied for any reason at the Executive Director's sole discretion.

### **6.1.10 Personal Leaves of Absence (Non-FMLA)**

First Environments understands that in extenuating circumstances you may require time off from work for unique or extraordinary reasons that may not apply to other types of leave or when paid time off is unavailable. We will consider a personal leave of absence without pay for a minimum of five days and up to a maximum of 30 days. Consideration may be made for an extended period of time for education related leaves by a written request submitted to the Executive Director. If you are classified as a regular full-time employee who has completed at least 12 months of consecutive service, you are eligible to apply for a personal leave of absence. This leave is not able to be combined with or followed by another type of leave offered such as FMLA.

Job performance, absenteeism, and Center requirements will all be taken into consideration before a request is approved. A written request for a personal leave of absence must be submitted to the Executive Director at least 30 days prior to the dates being requested. Requests for unpaid personal leaves of absence may be denied or granted for any reason by the Executive Director at the Executive Director's sole discretion.

You are required to return from the unpaid personal leave of absence on the originally scheduled return date. Upon the expiration of the leave, you will be returned to your former position, if available. If the position is not available, you may be offered another available position for which you are qualified.

While on an approved personal leave, First Environments will pay its portion of the cost of your elected benefits for up to 30 days. You must continue to pay for your portion of elected benefit costs while on an approved personal leave of absence, by check, which must be submitted to the Center each pay period unless other arrangements have been made. If you fail to pay your portion of elected benefits as outlined, we will terminate your elected benefits and, when eligible, you will be offered COBRA to continue benefits.

While out on leave, you will not continue to accrue Paid Time Off or be paid for Holidays or days in which the Center is closed. You will also not be eligible for Bereavement Leave.

## **7.0 Benefits**

The insurance and other benefits we provide are the subject of detailed written plan documents. The terms, restrictions, and eligibility requirements for these benefits may be determined only by reading the actual plan documents, under which First Environments or the plan administrator, as applicable, may make certain administrative interpretations with discretion. If a question arises regarding the nature and extent of insurance or other benefits, or if there is a discrepancy between the actual provisions of the plan documents and the information included in this Handbook or any other communication to employees, the formal language of the plan documents is controlling. Because insurance plans, premiums, coverages, and benefits change from time to time, First Environments reserves the right to modify (or terminate) each of the insurance and other benefits and each plan's provisions.

The full benefits provided under First Environments' benefits and insurance plans are outlined in separate summary plan descriptions, copies of which will be provided to you when you are eligible. If you have any questions concerning First Environments' benefits and insurance coverage, you should contact the Executive Director or Human Resources Specialist.

### **Summary of Benefits for Full time Employees (40 hours per week) and Part-time Employees working 30+ hours per week**

First Environments Early Learning Center is committed to providing competitive salaries and benefits, recognizing that staff are the most valuable component of an early childhood education program. After successful completion of a 90-day probationary period, new employees will meet individually with our Human Resource Coordinator to review FEELC's benefit package. This package includes:

#### **After 90-days**

Health Insurance  
Dental Insurance  
Life Insurance  
Long Term Disability  
Paid time Off/Personal Leave Time

#### **After 1 year**

Up to 3% match to 401 K plan

*PTO and PLT is prorated for part time employees working over 30 hours per week*

## **7.1 Reduction in Work Hours for Long-term Employees (15 plus years)**

First Environments Early Learning Center strives to provide the best employee benefits that the business can afford to offer. FEELC also recognizes commitment of long term (15 plus years) employees and in doing so allows a reduction in work hours to 32 hours per week (4/ 8 hour workdays). This workweek allows the employee to still receive benefits. Eligible employees must work outside of the classroom and show flexibility in work schedule to meet the ongoing needs of FEELC. An employee who chooses to take advantage of this work schedule may not be eligible for an annual increase that year. Employees must contact the Executive Director and Human Resource Specialist for approval.

**RECEIPT & ACKNOWLEDGMENT OF STAFF HANDBOOK**

I have this day received a copy of the First Environments Early Learning Center (“First Environments”) Staff Handbook. I understand that this Handbook replaces any and all prior handbooks, policies, and practices of First Environments. I understand that the policies and procedures contained in this Handbook may be added to, deleted, or changed by First Environments at any time. I understand that neither this Handbook nor any other written or verbal communications by a management representative is intended to, in any way, create a contract of employment. I also understand that First Environments abides by employment at-will, which permits First Environments or the employee to terminate the employment relationship at any time, for any lawful reason. I understand that First Environments will not modify its policy of employment-at-will in any case.

I also understand that this Handbook has within it policies aimed at combating sexual and other forms of unlawful discrimination and harassment. I agree to abide by those policies, and to use the outlined complaint procedures if I witness or believe myself the victim of unlawful harassment.

If I have questions regarding the content or interpretation of this Handbook, I will bring them to the attention of any member of management or the Executive Director.

NAME \_\_\_\_\_  
(Please print)

DATE \_\_\_\_\_

EMPLOYEE  
SIGNATURE \_\_\_\_\_