



Golden Bear Academy Employee Handbook

INTRODUCTION:

It is the desire of GBA to provide fair and equitable treatment and reasonable conditions of employment for all members of the GBA Team.

There are no insignificant jobs or positions at GBA. Each person has a place of responsibility, yet each member may be accountable in differing capacities. Every job is necessary for an effective and efficient operation. Employees are expected to work together in a harmonious and cooperative manner. Furthermore, employees are expected to set an example in conduct and morality.

"Your job is important in the work and goals of GBA. We are engaged in the most important business in the world, and you are an integral part of that work."

VISION STATEMENT

"The future of the world is in this school!"

MISSION STATEMENT

The Mission of GBA is to provide a safe, developmentally appropriate and nurturing place to learn and grow. To foster a loving environment where children can prosper in their academic, physical and social development. We will strive to emphasize a family rich place where children are curious and excited about the world around them. We want to grow lifelong learners!

PHILISOPHY STATEMENT

We at GBA, our program and services offer developmentally appropriate curriculum, and we strive to enhance social, emotional, physical and intellectual growth in young children. Our program fosters curiosity, creativity and self-esteem by considering children's abilities and interests.

DEVELOPMENTAL GOALS

1. To communicate both verbally and nonverbally with both peers and staff.
2. Properly identifies colors, shapes and numbers and letters.
3. Walk, run, jump, and climb on age-appropriate equipment.

PRINCIPALS

1. Harbor respect between both adults and children.
2. Strengthen core life skills.
3. Encourage open communication.



**ABOUT THESE GUIDELINES:**

These guidelines are intended to provide our employees with a general understanding of our personnel policies. Employees are encouraged to familiarize themselves with the contents of this publication, as it will answer many of the questions concerning employment.

However, this handbook cannot anticipate every situation or answer every question about employment and/or duties here at GBA. This handbook is not an employment contract and does not create contractual obligations, implied or otherwise.

For GBA to have the necessary flexibility in the administration of policies and procedures, the management of GBA reserves the right to change, revise, or eliminate any of the policies or benefits described in this handbook.

**GENERAL GUIDELINES:****AT WILL EMPLOYMENT:**

GBA does not offer tenured or guaranteed employment. Therefore, GBA or the employee may terminate the employment relationship at any time, with or without cause, and with or without notice.

This at-will employment relationship exists regardless of any other written statements or policies contained in this Handbook or any other Company documents or any verbal statement to the contrary.

The contents of this handbook do not constitute the terms of a contract of employment. Nothing contained in this handbook should be construed as a guarantee of continued employment, but rather employment with GBA is to be regarded as an "at-will basis". This means that the employment relationship may be terminated at any time by either the employee, upon giving proper notice, or the company, for any reason that is not expressly prohibited by law. Any oral or written representations to the contrary are invalid and should not be relied upon by any prospective or existing employee of GBA.

NONDISCRIMINATION POLICY:

GBA maintains a policy of nondiscrimination with all employees and applicants for employment. All aspects of employment with GBA are governed based on merit, competence, and qualifications and will not be influenced in any manner by race, ethnic background, religion, gender, age, national origin, sexual orientation, handicap, or veteran status.

All decisions made with respect to recruiting, hiring, training, education, on the job treatment and promoting for all job classifications will be made solely based on individual qualifications related to the requirements of the position. Likewise, the administration of all other personnel matters such as compensation, benefits, transfers, and termination of employment including layoff and recall for all employees will be free from any illegal discriminatory practices.



GENERAL GUIDELINES

AFFIRMATIVE ACTION:

It is the policy of GBA to provide equal employment and educational opportunities for all persons without regard to race, color, religion, national origin, gender, age, veteran status, disability, political affiliation, or sexual orientation. An integral part of this policy is to administer recruiting, hiring, working conditions, benefits and privileges of employment, compensation, training, opportunity for advancement including upgrades and promotion, transfer, and without discrimination because of race, color, religion, national origin, gender, age, veteran status, disability, political affiliation, or sexual orientation.

AMERICANS WITH DISABILITIES ACT:

The Americans with Disabilities Act (ADA) prohibits discrimination against qualified individuals with disabilities in job application procedures, hiring, firing, advancement, compensation fringe benefits, job training and other terms, conditions, and privileges of employment. A qualified employee or applicant with a disability is an individual who satisfies skill, experience, education, and other job-related requirements of the position held or desired, and who, with or without reasonable accommodation, can perform the essential functions of that position. The ADA does not alter GBA right to hire the best qualified applicant but does prohibit discrimination against a qualified applicant or employee because of his or her disability.

STUDENTS WITH DISABILITIES AND SECTION 504:

Section 504 of the Rehabilitation Act of 1973 (Section 504) is a federal civil rights law which prohibits discrimination against individuals with disabilities in programs and activities that receive financial assistance from the U.S. Department of Education. Section 504 requires that students with disabilities be provided with a free, appropriate public education. A Section 504 Plan may be developed for students with disabilities who do not need or require special education services but who may need accommodations which can be provided through the general education program.

Parents or guardians will be notified in writing of any of GBA decisions which concern the identification, evaluation, or educational placement of students and their right to appeal these decisions under Section 504.

Further information and assistance concerning Section 504 may be obtained by contacting the Educational Equity Compliance Office.



GENERAL GUIDELINES

QUALIFICATIONS FOR EMPLOYMENT:

Selection of new personnel or transfers and promotions are guided by provisions of the state Civil Rights Commission's Guide to Lawful and Unlawful Pre-Employment Inquiries and the United States and state Civil Rights Act, as amended.

1. A positive attitude of cooperation with GBA management, staff, and GBA Director.
2. Any other qualifications as listed in the state law or administrative code governing employment in this type of institution or organization.
3. Evidence of United States citizenship or registration as a legal alien in accordance with the Immigration Reform and Control of the United States of America (I-9).
4. Educational requirements of the specific position being considered.
5. All specific qualifications deemed necessary to fulfill the specific duties of the position being filled are explained in the "Job Description" handbook of the center.
6. Employees must also provide/submit the following on or before the date of hire:
 - a. Personnel record (Application and/or Resume)
 - b. One personal written reference and one professional written reference.
 - c. Signed Criminal record statement and/or Child abuse index check.
 - d. Class 1 Fingerprint Clearance Card or proof of application (Employees 18-up).
 - e. Transcripts or verification of request for transcripts (Failure to provide transcripts could affect an employee's pay rate and continued employment).
 - f. Current Certification first aid and CPR.
 - g. Health screening report, documentation of vaccines, results of a recent TB test.
 - h. Employee agreement
 - i. Authorization for payroll deductions
 - j. W-4 form.
 - k. Any additional forms or statements requested by the HR department at the time of hire may have been added to this list.



GENERAL GUIDELINES

STAFF SELECTION PROCEDURES:

1. Initial screening of all applicants will be done by the director and will include a review of the written application and/or resume, and an employment interview.
2. Since GBA is "always looking for good people", applications for employment will be accepted on a continuous basis and at GBA Director's discretion. Applicants will be considered for all positions for which they are qualified. Applications will be submitted on a standard form. Applicants that are not hired will remain on an "open" applicant status for a minimum of 6 months.
3. The former supervisors, employers, and character references provided by the applicant shall be checked whenever possible and practical. Reference checks will be made by personal contact, telephone, or mail and shall be documented and made part of the applicant's file prior to an offer of employment. All such information shall be treated as confidential information. GBA reserves the right to confirm the previous employment of each prospective employee.
4. Applications shall remain on file for a reasonable period, up to six months, and be reviewed when openings occur.
5. All candidates for specific positions shall be evaluated against the same qualification requirements. Standards with respect to educational requirements shall be used where essential to the performance of the duties of the position.
6. A copy of the specific and appropriate job description will be given to each selected applicant and thoroughly reviewed by the applicant and interviewer for clarification.
7. Upon employment, all new personnel will receive a copy of the Employee Handbook contained herein and any other training documents necessary to familiarize the new employee with policies, standards and procedures.
8. Clarification of all salary expectations will be made prior to the initiation of employment.
9. GBA will hire the person that, in the opinion of the interviewers, is best suited for the position.

EMPLOYMENT OF FAMILY MEMBERS:

GBA does not discriminate in employment and personnel actions with respect to employees, prospective employees, and applicants based on family relationships with current employees, clients and/or customers of GBA. However, the management retains the right to prohibit family members being placed in positions where they directly supervise or are supervised by another family member or have access to sensitive information regarding a family member, when such action has the potential for creating an adverse effect on supervision, safety and morale.



GENERAL GUIDELINES

CLASSIFICATIONS:

Due to strict licensing guidelines and safety issues, we require that all individuals on our property be categorized as one of the following:

1. A scheduled employee during the regular course of their workday
2. A Child who is in our care (all paperwork has been filled-out)
3. Parents or others during regular drop-off or pick-up (This to be approximately fifteen (15) minutes)
4. Delivery personnel – From a regular or expected company delivering items to the center (should be always in eyesight of an employee and arriving at an expected time)
5. Visitors’ – Must be approved by the office and should be always accompanied by an employee not to exceed once per month and limited to a maximum of 2 hours.
6. Volunteers – Anyone who is helping with a class party or in any other capacity or anyone who has been a “visitor” for more than once a month or for over 2 hours.
7. An Intruder – Action will be taken by the staff to notify the proper authorities.
8. Therefore, anyone who is in the building or on the property for an extended period must be considered either a “visitor” a “volunteer” or an “intruder” including parents and employees who are off the clock.

VOLUNTEERS:

All individuals including any parent wishing to help chaperone an event must go through our screening process. Volunteers are also welcome in our center. Anyone visiting or volunteering for more than one day per semester must go through a screening process. Golden Bear Academy screening process includes, but is not limited to, 1) a signed statement indicating whether or not they have had a conviction of any law in any state, or any record of founded child or dependent abuse in any state; 2) a signed statement indicating whether or not they have a communicable disease or other health concern that could pose a threat to the health, safety or well-being of the children; 3) undergoing a fingerprinting and background check 4) a signed statement regarding child abuse 5) going through New Teacher Orientation. Any “visitor” who spends extended periods of time in the center will be considered a volunteer and be required to go through the screening and training listed above.

CHILDREN OF EMPLOYEES:

Minor children of employees must not be at the center, on Golden Bear Academy property, or with the employee during working hours, unless pre-approved by the Golden Bear Academy Director. Children of employees must also fit one of the 7 categories listed in “CLASSIFICATIONS”.



GENERAL GUIDELINES

EMPLOYEE CLASSIFICATIONS:

All employees will be classified under one of the following:

1. Introductory Employees – New employees who have been with GBA for 90 days or less. Subject to the Introductory Period described below.
2. Temporary Employees – An employee whose position is temporary in nature and is expected to be employed for less than ninety (90) days such as a substitute or an employee in some type of other temporary situation.
3. Regular Employees – Employees who have finished their Introductory Period and are hired for an undetermined period which has already been employed for longer than ninety (90) days.

All employees, regardless of classification, are subject to the terms of the “At Will Employment” portion of this handbook.

INTRODUCTORY PERIOD:

All new personnel will be placed on “Introductory Period” status for no less than ninety (90) days. This period is designated as an opportunity for new employees to demonstrate that they can become familiar with and perform their duties in a satisfactory manner. At the end of the “Introductory Period,” a decision will be made by the employee and GBA Director as to continuance based upon attendance, tardiness, professionalism, and specific job performance, and the specific abilities of the employee in relation to the job description.

During the “Introductory Period”, work performance will be informally evaluated by the GBA Director, and any other direct supervisor the employee might have. This will then be discussed with the new personnel coordinator. A formal evaluation report will be prepared near the end of the “Introductory Period.” All evaluation reports become part of the employee’s permanent personnel file.

Employees will be ineligible for all leaves discussed in this handbook and will also be ineligible for any stated benefits such as, but not limited to: PTO, holiday pay, vacation pay, sick pay, health insurance, and similar benefits until the “Introductory Period” has ended. At the end of the “Introductory Period,” all accumulation of PTO, holiday pay, and sick pay will accrue from the first day of employment according to the accrual procedures of those specific policies.

Nothing contained in this policy should be construed as changing or invalidating the “at-will basis” of employment at GBA. This means that the employment relationship may be terminated at any time by either the employee, upon giving proper notice, or the company, for any reason that is not expressly prohibited by law. This termination of employment may take place during the “Introductory Period” at the close of the “Introductory Period” or any time thereafter.

GENERAL GUIDELINES

**SUBSEQUENT INTRODUCTORY PERIOD:**

Both "Temporary" and "Regular" employees may be placed on a "Subsequent Introductory Period" for the following reasons:

1. Promotion, demotion or transfer to another position
2. Documented poor performance.

All the terms of the "Introductory Period" above shall apply to all employees placed on a "Subsequent Introductory Period".

PERSONNEL RECORDS:

1. Important events related to employment with GBA will be recorded and kept in the employee's personnel file. Agreements, change of status records, TB clearance test, commendations, and educational transcripts and attainment records are examples of records maintained as well as all forms required by state licensing.
2. The contents of an employee's personnel file are considered confidential by GBA. All personnel records, including employee applications, evaluation reports, and correspondence relating to the employee are secured in the business office of GBA. We will not disclose any information from this personnel file to anyone except GBA administrators (as may become necessary during normal business operations) or Government Agencies (as required by law) or subject to legal and administrative process. No other access will be granted without the employee's written permission.
3. The employee, upon written request to the director may individually inspect and review personal records. This review is to be done in the presence of the director. Employees have the right to copy any document that contains that employee's signature. Employees may not remove documents.
4. A partial duplicate file is kept on campus for licensing purposes.
5. Written documentation of the employee's performance will be kept on file at the administration office.

PERSONNEL INFORMATION CHANGES:

All employees are required to notify the management and complete the necessary paperwork in the event of name, address and telephone number changes within ten (10) days of the change taking place.



GENERAL GUIDELINES

FACILITIES AND PROPERTY:

It is understood that all rooms used by the GBA program may also be used for other activities and programs and should be treated accordingly.

Equipment and furniture shall not be moved without informing the GBA Director. It is important that the equipment is kept in good condition and free from lost pieces.

Consideration of one's property is vitally important, as well as consideration of each other's work and value as an addition of the overall program and team. During working hours, it is essential that each member understands that friendliness shall always prevail. The most important work in the world is in progress, and each staff member should be involved to the best of his or her ability and respect the time of other people.

EMPLOYEE PERSONAL ITEMS/ MATERIALS:

GBA is not responsible for the loss, damage or theft of any personal items brought to or left at the center or on the premises regardless of the nature of those items or articles, including equipment, supplies, and/or curriculum purchased or owned by visitors, employees, clients, or customers of GBA. Employees are responsible for the security and care of their own materials, equipment, and personal items. Materials not marked or in some way identified as the personal property of the employee may be assumed to be the property of GBA.

CENTER MASTER CALENDAR

The annual Center Master Calendar of GBA is the key to eliminating any conflicts in scheduling and informing employees of news and information affecting employees. Employees are expected to be aware of and periodically check the information on the Bulletin Board and Calendar. Any additions or changes should be made by notifying the GBA Director.



GENERAL GUIDELINES

REIMBURSEMENT OF EMPLOYEE EXPENSES:

GBA will reimburse employees for reasonable and legitimate job-related expenses incurred while performing their required duties under the following conditions:

1. All expenses should be pre-approved by the management.
2. Expenses deemed unreasonable or excessive will not be paid or reimbursed and the employee will be personally responsible for payment.
3. It is the responsibility of the employee to turn in an expense reimbursement form along with the appropriate receipts and/or invoices.
4. Expenses will be reimbursed at the prescribed time during the month. Requests for reimbursement after that time will wait until the following reimbursement schedule to be paid.
5. Employees are encouraged to exercise discretion in incurring and suggesting expenses.

USE OF GBA VEHICLES:

Employees are only allowed to use GBA vehicles for any type of transportation for children and to run official errands for the center. Golden Bear Academy is not responsible for any actions of an employee who is using their own vehicle to run errands for the center and therefore the center does not encourage, authorize or permit employees to run any center errands in their own vehicle. Use of Center vehicles shall follow all policies set forth in the TRANSPORTATION HANDBOOK and/or the NEW TEACHER TRAINING HANDBOOK.

KEY CONTROL:

Employees who are issued keys are expected to keep them in a secure area. Keys may not be copied, loaned, or otherwise misused. Where electronic codes are utilized, such codes shall be treated with confidentiality and not revealed to anyone other than a current, authorized, GBA employee with proper clearance approved by the Director. All issued keys must be returned to the Director at the time of separation of employment or at any time requested to do so by a superior. Employees who "lose" their key may be required to pay the expenses of re-keying the doors the key opened and the cost of re-distributing new keys to all authorized key holders. This expense may be automatically deducted from the employee's paycheck without written approval of the employee.



COMPENSATION AND REVIEW:

EMPLOYMENT CATEGORIES:

GBA pays its employees based on wage and/or salary ranges for positions according to the following categories:

1. Leadership/ Management
2. Administrative/Office assistant
3. Lead/ Head Teacher
4. Assistant Teacher
5. Teacher's Aide
6. Non-direct, i.e. Janitorial Staff and/or kitchen staff
7. Bus Staff

FAIR LABOR STANDARDS ACT APPLICABILITY

GBA does not distinguish between full and part-time employees. Any differentiation would only be based upon "exempt" or "non-exempt" status as described in the "Fair Labor Standards Act" defines this as follows:

1. Exempt employees are defined as being Professional, Administrative, or Executive in nature and a set of standards must apply. As such, exempt employees are not subject to the minimum wage or overtime payment provisions as defined by the Act.
2. Non=Exempt (hourly) employees are eligible to receive overtime pay, if applicable, in accordance with the provisions of state and federal law.



COMPENSATION AND REVIEW:

WAGES AND SALARIES:

Compensation of employees is set by the Director and approved by the GBA owners. Wage ranges are established annually for each category of employment listed above. Wages are confidential and information concerning this should be treated as such.

Wages and salaries are based on the following:

1. The initial wage was negotiated when employees were hired. This will also be based on points 2-4 below.
2. Education i.e. units earned at an accredited institution of higher education for successful completion of courses which directly relate to the field of childcare and early childhood education, training hours and/or CEUs received in the field and training in related fields. (Must be documented.)
3. All practical experience which directly relates to the field of childcare and early childhood education, all practical experience in related fields and/or all practical experience in other fields that are related specifically to the position being considered.
4. The position for which the employee is hired and the demand for the position and the pre-established wage range for that specific position as set for that particular year.
5. Evaluations of the employee's performance

OVERTIME:

All overtime worked by non-exempt (hourly) employees must be pre-authorized by the direct supervisor who must have permission to do so from the director. Employees working overtime hours without authorization are subject to disciplinary action. Authorized overtime will be calculated at one and one-half (1 ½) times the employee's regular hourly rate for all hours worked more than forty (40) hours per established workweek. If the hours of overtime were due to "Training Wage" hours worked. The overtime for "Training Wage" is one and one-half (1 ½) times the average of the employees' regular hourly rate and the training wage. Exempt employees are not eligible to receive overtime compensation.



COMPENSATION AND REVIEW:

TRAINING WAGE

All hourly employees will be paid a training wage equal to minimum wage for all staff meetings, conferences, training, or anything regarding training according to the "Continuing Education" section of this manual. All overtime paid in conjunction with training should be at one and a half times the training wage. This should be called the "training wage overtime".

All Employees whose employment was terminated by one or a combination of the following will be paid minimum wage for their entire final pay period including accrued vacation: a) Absent without leave or "no call no show" b) violating the "STAFF AND CLIENT RELATIONSHIPS AND NON-COMPETE CLAUSE" c) Quitting without giving sufficient notice (2 weeks minimum) d) failing to complete their notice period by their own decision e) failing to keep their intention to resign of a confidential nature as discussed in the "RESIGNATION" section herein f) are discovered to have lied on their application or grossly misrepresented themselves during the interview process g) become guilty of "child abuse" or any other activity or criminal offense that shall make them ineligible to work at Golden Bear Academy due to licensing regulations

New staff training is a lengthy and expensive process for GBA. Therefore, any employee who quits within the first 45 days of employment may be considered on their "training wage" for their entire employment regardless of their negotiated hourly rate. Employees who have already received a higher rate on a previous pay period may be required to pay back the overage by payroll deduction from the final pay period's paycheck. This is to help the center recoup expenses paid out to work with and train an employee who didn't get to full duties and who spent most of their working hours in training and not actually in teacher to student ratio counts.

PAYROLL DEDUCTIONS

Payroll deductions will be made according to the law, employment agreement, or upon request of the employee. Deductions may include but may not be limited to the following:

1. Federal and State Income Tax
2. FICA/Social Security Tax and Medicare
3. Employees portion of childcare tuition fees per signed agreement (required to receive this benefit)
4. premiums such as an employee's portion of Health Insurance or other if provided (required to receive this benefit)
5. Wage attachments are made in accordance with any state or federally mandated law or request i.e. garnishments.
6. Any fees due to the center such as a repayment of over paid wages (See "Training Wage") or fees that were paid by the center and are required to be re-paid.

**COMPENSATION AND REVIEW:****PAY PERIODS:**

All time worked will be paid at the agreed rate of pay and any applicable overtime. Overtime will be any time over 40 hours in each one (1) week period and will be paid at one and one half (1 ½) the employee's rate of pay. The GBA Director must approve all overtime. Each pay week will be from midnight Wednesday through midnight the following Wednesday. Pay periods will be two-week periods (14 days) beginning midnight Wednesday and ending at midnight on the Wednesday fourteen (14) days later. They will be payable on the Friday of next week, after the pay period has ended.

PAYROLL ADVANCES

GBA does not issue payroll advances on prospective or actual income before the regularly scheduled paydays covering the pay period.

CONFERENCES:

Director, Assistant Director, and/or staff conferences may be held to discuss any problems that are keeping a teacher from reaching the desired objectives. A follow-up date will be set to review any progress and all documentation will be kept on file. This may be considered a part of a current or future performance evaluation and/or if may stand alone, this to be at the discretion of the director.



COMPENSATION AND REVIEW:

PERFORMANCE EVALUATIONS:

Employees will be evaluated at the end of the "Introductory Period," and at least annually thereafter. They may be conducted more often at the Director's discretion. The evaluation is based upon work habits, work ability, efficiency, dependability, and related factors, as outlined in the "Evaluations and Job Descriptions Manual." Annual reviews will take place prior to the beginning of a new school year.

All evaluations are reviewed by the employee. Supervisors conducting evaluations will forward a copy to the director, and the results of the interview shall be noted and included in the employee's personnel file. Performance evaluations can be given at any time throughout the school year. These evaluations will be used as a tool to help improve both our staff and the school.

1. All Introductory employees will receive a review at the end of their probation period. This review will contain a recommendation to have the employee put on regular status, remain on introductory employment status, or termination. The Introductory period may be extended or re-introduced at the discretion of the Staff Development Director.
2. Performance evaluations are subject to the grievance procedure. If the information in the review can be proven to be incorrect, the Board of Directors will review the matter.
3. Each staff member will receive an Annual Performance Evaluation. This evaluation will be used for any pay increase consideration. **Pay increases do not necessarily accompany any yearly evaluations, however in the event there are going to be pay increases they will be attached to the performance evaluation.**
4. The Director or an immediate supervisor will meet with each employee, on an individual basis, to go over the review.
5. After the review has been discussed, both the Director and the employee will sign the review.
6. Employees are required to sign the written appraisal. Their signature acknowledges that the appraisal has been reviewed with them. An employee's signature on an appraisal does not indicate that they agree with the entire contents of the appraisal/evaluation.
7. Refusal to sign the review will not invalidate the review, and it will still be placed in the employee's file. However, the act of refusal to sign a performance evaluation may result in termination and will avoid any raise that would have accompanied the evaluation.
8. The employee's comments will be attached to the appraisal and filed in the employee's personnel file, and it will be placed in the employee's permanent file.
9. The employee may request a copy if they desire.

Performance Appraisals are personal and confidential.



COMPENSATION AND REVIEW:

COMPENSATION ADJUSTMENTS:

An employee's hourly pay rate and/or salary may be adjusted by

Wages and salaries are adjusted based on the following:

1. The current wage being paid the employee in their current "Employment Classification" as listed above.
2. Education received during the previous year i.e. units earned at an accredited institution of higher education for successful completion of courses which directly relate to the field of childcare and early childhood education, training hours and/or CEUs received in the field and training in related fields. (Must be documented)
3. Evaluations of the employee's performance. (other points may be covered as a part of the performance evaluation)
4. The position for which the employee is being moved to. This would include the demand for the position and the pre-established wage range for that specific position as set for that particular year. This could be an increase in pay, or it could be a decrease depending on the wage range in the previous and new "Employment Classification".
5. Changes in wages for promotions shall generally follow a ninety (90) day introductory period and a Performance Evaluation for the new position has been considered. This is to ensure the fulfillment of the new responsibilities. Changes in wages for demotions or changes to a lower wage range category shall be immediate.
6. Wage increases may follow on an annual basis if given.

PROMOTIONS:

It is the policy of GBA to promote from within whenever and wherever feasible. All promotional considerations shall be based on ability, efficiency, conduct, willingness to do the new job, and loyalty. Personnel should acquaint themselves with the qualifications and requirements of positions in higher levels or responsibilities, so they are aware of their personal needs to prepare for a promotion. It is the responsibility of each employee to make the GBA Director aware of willingness and desire to seek to fill a new position. Annual or periodic evaluations are an excellent opportunity for this information to be shared.

In all cases positions will be filled by the individual whom the management believes is most suited for the position.

**COMPENSATION AND REVIEW:****TRANSFERS:**

Employees are eligible to transfer from one position, department and/or facility within the corporation if circumstances warrant such a change and if the employee is qualified. Transfers are arranged by the management and are at the discretion of the management and supervisors affected by the change. GBA the corporation for disciplinary or work-related reasons or if the company would be best served by such a transfer. Transferred employees may be expected to comply with the "Subsequent Introductory Period" policy if it applies to their situation.



WORK SCHEDULE POLICY:

It is vital that every employee be in their scheduled post at the time they are scheduled. This is to ensure that GBA continually meets the state guidelines for ratios. The work performed at GBA is of a different nature than that of working in a retail store, factory or office. When an employee is not where they are supposed to be, children may be placed in danger. Therefore, employees must take their schedule more seriously than the average worker! The following specific guidelines will govern how all employees respond and react to help meet the needs of the children in an environment that is still worker friendly.

WEEKLY SCHEDULE:

1. Meeting ratios and providing a loving, safe and healthy environment for the children is the first concern of GBA, therefore, the posted schedule becomes the most important tool the center must meet this goal. Golden Bear Academy 's philosophy is to work together to plan so that in addition to meeting the needs of the children the management can also accommodate the needs of employees. It becomes easier to accommodate someone who needs to be off for one reason or another when all employees work together to anticipate their own absences in advance. The management of GBA will commit to planning the work schedule in advance so that everyone has advance notice of their hours and when they will be needed. Likewise, it is vital to this system that all employees also plan all absences.
2. The schedule will be posted at least 1 week prior to the beginning of the week it covers.
3. All "PRE-ARRANGED ABSENCE/PTO REQUEST FORMS" must be turned in 2 weeks prior to the beginning of the week that they will fall in. This is to give the center management team one week to plan the schedule after having received all time-off requests.
4. Although most employees have a general idea of their normal working week, everything is subject to change. It is possible that an employee could be called on to work a different schedule from time to time to accommodate other employees' pre-arranged absences or other absences. All employees are subject to the possibility of being scheduled at any hours that the center is open, and we appreciate each employee's flexibility.
5. The basic work schedule will cover days and hours. In conjunction to this are specific "work" or position assignments. These are also subject to change on an as-needed basis. Each employee is required to check in with a supervisor as soon as they clock in, to get specific instructions for that day.
6. All employees are responsible for checking the center schedule after it is posted to ensure that they understand their specific work schedule for the week covered.
7. As a Staff member and the nature of the job, we are counting on every member of staff attendance to be regular, although we understand that sickness or emergencies can occur. If a staff member has excessive absences a meeting will be held with the employee to improve her attendance immediately.



WORK SCHEDULE POLICY

WEEKLY SCHEDULE CONTINUED:

8. Employees are required to be clocked in and to be at their post at their scheduled time of arrival. Also, there is to be no "over-time" because of clocking in early to get to the post "on time". In most cases it should only take a matter of seconds to walk from the clock-in area to a scheduled "post". Remember, the other employees and most importantly the children and their families are waiting.
9. If for some reason an employee misses work and would like to make the time up, they must get additional hours approved by the management. Make-up hours should be worked in the same week the shortage occurred. The schedule is governed by a budgeted number of hours, and we cannot exceed these number of hours center wide.
10. All overtime is greatly discouraged. However, from time-to-time employees may be requested to work overtime where the center is short staffed. Overtime is paid when an employee works over 40 hours in any one work week and is 1 ½ times the employee's regular rate of pay.
11. Employees may be required to cut 1 ½ times the number of overtime hours from the following week's work schedule.
12. Employees are not allowed to be on the property for extended periods of time when they are off-the-clock. An Employee becomes a visitor when they are not clocked in. This means that all off-duty employees are required to notify the office before going to or remaining in the center area, playground or property. Employees are allowed 15 minutes prior to the beginning of the workday and 15 minutes following the workday on the property. Remaining on the property longer or coming early will be at the discretion of the management.



WORK SCHEDULE POLICY

TIMECARDS:

All employees are required by state and federal fair labor practices as well as by accurate financial procedures to maintain a time record. Computerized time clocks are used to track employee arrival, departure, and any break time that exceeds 10 minutes. Each employee is issued a timecard according to our current clock in system. The card is clocked in through the time clock at the beginning of the shift and at the beginning of any break that exceeds 10 minutes as well as at the end of the same break period and the end of the shift. Also, anytime the employee leaves the campus the card must be clocked out.

1. The cards remain on campus in the rack always provided.
2. It is not acceptable to clock in or out for another employee.
3. Falsifying a time record may be grounds for immediate dismissal.
4. Any missed clock in or out times must be recorded on the timecard correction sheet and initialed by a member of the management. Failure to record missed clock in or out times may result in missed pay for hours worked, therefore an accurate time record is essential.
5. Prompt arrival is essential for all employees to make efficient use of work time. It also allows Your Center Name to comply with State Licensing requirements relating to the proper adult to children ratios. If employees find that they are unable to fulfill their assigned schedule, they are required to discuss possible schedule changes with the Site Director.

Closing employees will be paid until the last child leaves plus a reasonable amount of time (5-10 minutes) for completion of "closing duties". In most cases closing duties should be completed prior to the last child leaving. The supervisor must approve extra time needed following the last child's departure, if time is needed to finish the closing duties. An explanation will need to be given to the GBA Director as to why the closing duties were not finished prior to the last child's departure. Employees will be expected to clock-out accordingly. Failure to clock out in a timely manner as established above or follow the procedure for staying extra minutes will be treated the same as an employee who falsifies his/her timecard.



WORK SCHEDULE POLICY

BREAKS:

GBA does not have structured coffee breaks or structured lunch periods. Due to the nature of a children's center, employees will be expected to remain with the children throughout the course of their day. Employees wishing to be scheduled a lunch period must make the fact known to the person making out the schedule 3 weeks prior to the beginning of the schedule. Employees will be given an opportunity to use the restroom as needed. They will also be allowed to eat snacks and meals with the class with which they are working.

ON-DUTY MEAL PERIOD POLICY:

The nature of the GBA work may prevent the employee from being relieved of all duty during the employee's meal period. The employee may be required to work an on-the-job meal period which shall be considered time worked and will be paid for by the employer at the employee's regular rate of pay.



BENEFITS

EMPLOYEE CLASSIFICATION FOR BENEFITS:

GBA does not distinguish between full and part time employees for the purpose of accessing benefits. Any differentiation of benefits would be based upon "exempt" or "non-exempt" status as described in the "Fair Labor Standards Applicability" policy listed above.



BENEFITS

HOLIDAYS

The center is closed for the following holidays: New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, the day after Thanksgiving(unpaid), and Christmas.

GBA is open Christmas Eve and New Year's Eve. However, the Center will close at noon on Christmas Eve. Because child attendance is usually lower during the holidays, the center will operate with a reduced staff. Those employees with seniority will have the first approval of time off.

Non-Exempt employees are not paid for holidays however they are eligible to use PTO for holidays as described above. Exempt employees are paid for holidays.

Employees must work on the scheduled day immediately before and after each holiday to be paid for that holiday.

CONTINUING EDUCATION:

Continuing education is required according to the state laws governing the center and the policies established in the New Teacher's Training Manual. Fees for continuing education will be paid by the center if they have been pre-approved by the Center Director. Time spent in class will also be paid at the training wage if pre-approved by the center director. Pre-approval for payment of class fees does not guarantee payment for time spent in class. Pre-approval for payment of time spent in class does not guarantee payment for class fees.

Failure to attend a pre-scheduled class that the Center paid the fees for will require the employee to reimburse the Center for the class fees by payroll deduction from the next pay period.

Upon completion of the class, employees must turn in a certificate of completion. Employees will be paid their training wage based on the number of "contact hours" given on the certificate.

College classes taken may be compensated if they qualify as continuing education hours. These also must be pre-approved by the Center Director. No more than two hours will be paid per college credit hour upon proof of completion and a C or higher grade. No more than 3 credit hours may be compensated for in any one semester. Classes must be applicable to a CDA or Early Education Degree. No fees will be reimbursed for college classes.

COLLEGE CLASS CONVERSION:

College classes will be converted to training hours and CEUs by the following formula: 1 college credit hour = 1.5 CEUs and 1 CEU = 10 contact hours of credit.



BENEFITS

CHILDCARE BENEFIT:

All employees will be eligible for a childcare benefit as follows:

1. The benefit offered is on a "space available" basis. Existing enrolled children will not be expelled to make room for an employee's child. Employees must enroll their qualifying child according to the enrollment policies set by the center for a child or children of that age group.
2. All regular rules and requirements governing children in the center will apply to staff children.
3. All non-tuition fees will be the responsibility of the employee, i.e. annual registration, field trips, etc.
4. Under normal circumstances, children will not be allowed to be enrolled in their parent's class. Enrollment in a different class may be allowed at the Golden Bear Academy Director's discretion provided space is available in that area.
5. The childcare benefit is for children of the employee only, provided the employee is the guardian or has sole or joint custody.
6. The childcare benefit is a 50% discount on normal center price. This benefit can be withdrawn, modified, or changed at the discretion of Golden Bear Academy at any time deemed necessary by the management. Employees will fill out and sign the Employee Childcare and Payroll Deduction form prior to the start of the benefit.
7. Children of employees will only be allowed to receive the benefit if they are only in childcare during the hours the parent is working at Golden Bear Academy. Employees who need additional care (i.e. in the case of another job) will be required to pay the regular rate for those hours.
8. If the employee leaves employment, the regular fees will be accessed and due at the end of employment for any time the child(ren) are at the center after the employee's last day of employment. If enrollment of the employee's child is requested after the last day of employment, all childcare fees will be due according to the policies of the center at that time.
9. Employees are required to give two weeks' notice prior to changing their child's rates or pulling out of Golden Bear Academy.



BENEFITS

EMPLOYEE TEMPORARY LEAVES and/or ABSENCES:

CATEGORIES OF ABSENCES:

All employee absences will fall into one of the following categories.

1. PTO –All paid absences will be considered (Paid time off)
2. Unexcused Absence (no call/ no show) – Subject to specific disciplinary action.
3. Pre-arranged extended leave such as an extended illness or pregnancy.

**BENEFITS****EMPLOYEE TEMPORARY LEAVES and/or ABSENCES****PRE-ARRANGED ABSENCE AND PTO:**

All employees are allowed as much pre-arranged absence time off as the management will approve. Time off from work for all employees is always without pay unless the employee has sufficient PTO to cover it. Employees must also have been continuously employed for the previous 90 days and have been moved to "regular employee" status.

PAID TIME OFF (PTO)

Paid Time Off (PTO) is a policy that allows employees to earn/accrue and then later be paid for days off. These absences can include PTO, unpaid holidays where the employee would regularly be working, personal days, and pre-arranged sick leave such as surgery or pregnancy.

PTO May not be exchanged for cash. Accrual of PTO begins after 90 days of employment and is back dated to the actual day of hire.

**BENEFITS****EMPLOYEE TEMPORARY LEAVES and/or ABSENCES****ACCRUAL OF PAID TIME OFF**

1. All employees shall be eligible to have 3 PTO days after their 90 day "introductory" period.
2. Additional PTO shall be accrued by employees based on their tenure/hire anniversary date. Each year on the anniversary of hire employees shall earn additional PTO according to the following schedule:
 - a. On the first (1st) anniversary date – 2 additional days of PTO (5 total per year)
 - b. On the third (2nd) anniversary date – 5 additional days of PTO (10 total per year)
 - c. On the fourth (3rd) anniversary date – 5 more additional days of PTO (15 total per year)



BENEFITS
EMPLOYEE TEMPORARY LEAVES and/or ABSENCES

TARDINESS:

Tardiness can create chaos in the early learning environment. This is the reason that tardiness is considered equal to an unexcused absence in most cases. Employees are expected to notify GBA at least fifteen (15) minutes prior to being late. Employees are required to be at the facility five to ten (5-10) minutes prior to their scheduled time and to their post within a reasonable amount of time after clocking in (approximately 1 minute) unless special arrangements have been made.

JOB ABANDONMENT:

If an employee not on an approved leave of absence is not at work for a period of one working day and does not notify the supervisor, GBA will assume the employee has voluntarily abandoned the job and has terminated employment with Golden Bear Academy. Employees who abandon their job will not receive payment for accrued vacation unless this is required by state law and will be paid their final pay period at minimum wage per the "TRAINING WAGE" policy contained in this handbook.



BENEFITS

EMPLOYEE TEMPORARY LEAVES and/or ABSENCES

"EMPLOYEE ABSENCE/TARDY FORM" POLICY:

1. Employees will receive a copy of their "Employee Absence/Tardy Form" anytime that they are not at work by the time they are scheduled. The original will be placed in the employee's file. This form will state when the employee was due to work, the amount of time missed, and when the employee notified the center concerning the absence or tardy. The management will also mark on this form whether the employee's absence was excused or unexcused. After 3 unexcused absences/tardy, employees can be suspended from work without pay for two days to one week (as determined by the management).
2. Employees will receive an excuse absence form if they or their child is ill, and they will notify the management at least two (2) hours in advance. Employees will receive an unexcused absence form if they give the center less than two hours' notice. The Center reserves the right to require a physician's note at any time.
3. Employees will receive an unexcused absence form if they miss an employee meeting/In-Service Meeting without prior approval. All monthly In-Service Meetings are mandatory for all employees. Employees will be excused from the meeting if they are ill that day and they also specify when they call in that they will also be missing the meeting.
4. Employees will receive an excused absence form if they have car trouble and notify the Center before their scheduled starting time and are less than fifteen (15) minutes late to work. Employees will receive an unexcused absence form if they do not notify the Center prior to their scheduled starting time or are more than fifteen (15) minutes late.
5. Employees will receive an unexcused absence form if they oversleep and are not here by their scheduled time.

If an employee feels that they have received an unexcused absence unfairly, they have one week to appeal to the Center management. Any changes in the absence form will be left to the Center management's discretion.



BENEFITS

PRE-ARRANGED – EXTENDED LEAVE

TEMPORARY LEAVES:

All employees shall be granted leaves of absence for personal needs such as illness, bereavement, or pregnancy. These leaves will be defined as follows:

1. **Vacation Leave** - There is no paid vacation leave benefit. Refer to the PTO policy for the paid leave benefit program of GBA.
2. **Sick Leave/Medical Leave** - There is no paid sick leave benefit. Refer to the PTO policy for the paid leave benefit program of GBA.
3. **Maternal and Paternal Leave** - There is no paid maternal or paternal leave benefit. Refer to the PTO policy for the paid leave benefit program of GBA.
 - a. Maternal and/or paternal leave may be granted for up to 12 weeks without pay.
 - b. A pregnant employee may continue to work if she provides written medical permission for such continuance of employment.
 - c. Employees on maternal or paternal leave that extends beyond 3 weeks shall retain all benefits except accrual of PTO leave.
 - d. PTO leave may be used for a part of the maternal or paternal leave.
 - e. "Maternal and Paternal Leave that exceeds 3 weeks shall be considered an "Extended Leave without Pay" as described in 6) below.
3. **Bereavement** - There is no paid bereavement leave benefit. Refer to the PTO policy for the paid leave benefit program of GBA.
 - a. Upon notification of a death within an employee's immediate family, bereavement leave will be available without pay.
 - b. "Immediate family" is defined as Mother, Spouse, Sister, Brother, Son, Daughter, Stepfamily and/or Grandparents. Every effort will be made to approve leave for other relatives and friends; however, it is at the discretion of the management.
 - c. Employees must notify the GBA Director according to the "Employee Absences Policy."
 - d. Employees may use accrued PTO leave with pre-approval of Golden Bear Academy Director. A person on Bereavement leave retains all benefits.
 - e. Paid time off for Bereavement shall not exceed three (3) days per loss. If the Bereavement leave exceeds five days, the accrual of PTO will cease until the employee returns to work. In this case the leave shall become an "Extended Leave without Pay" as described in 8) below.

**BENEFITS****PRE-ARRANGED – EXTENDED LEAVE****TEMPORARY LEAVES CONTINUED:**

4. **Jury Duty** - There is no paid Jury Duty leave benefit. Refer to the PTO policy for the paid leave benefit program of GBA according to the "Employee Absences Policy".
 - a. Employees may use accrued PTO leave with pre-approval of Golden Bear Academy Director. A person on Jury Duty retains all benefits.
 - b. Paid time off for Jury Duty shall not exceed three (3) days per Jury Duty assignment.
 - c. If the Jury Duty exceeds five (5) days, the accrual of PTO will cease until the employee returns to work. In this case the leave shall become an "Extended Leave without Pay" as described in 8) below.
5. **Military Leave** - There is no paid Military Leave benefit. Refer to the PTO policy for the paid leave benefit program of Golden Bear Academy.
 - a. Employees who are members of a military unit, the National Guard, Naval Militia, or Armed Forces Reserves, are entitled to 15 days of leave per federal fiscal year (October 1 to September 30) for federally funded military duty.
 - b. Regardless of whether the duty is fragmented, employees are still entitled to up to 15 workdays of leave per federal fiscal year.
 - c. Employees must include a copy of their military orders or other official documentation with their request for military leave.
 - d. Employees who are ordered to duty because of an emergency, must supply supporting documentation upon their return to work to verify the use of military leave.
 - e. Employees may use accrued PTO leave with pre-approval of Golden Bear Academy Director.
 - f. A person on "Military Leave" retains all benefits provided it does not exceed fifteen (15) days per federal fiscal year as described above.
 - g. Paid time off for "Military Leave" shall not exceed fifteen (15) days per federal fiscal year as described above.
 - h. If the "Military Leave" exceeds fifteen (15) days, all benefits including the accrual of PTO will cease until the employee returns to work. In this case the leave shall become an "Extended Leave without Pay" as described in 8) below.

**BENEFITS****PRE-ARRANGED – EXTENDED LEAVE****TEMPORARY LEAVES CONTINUED:****6. Federal Family and Medical Leave (FMLA)**

- a. All eligible employees will be allowed up to a total of twelve (12) weeks of unpaid leave per year for one or more of the following:
 - i. The birth or adoption of a child
 - ii. To care for a spouse or an immediate family member with a serious health condition, or
 - iii. When the employee is unable to work because of his/her own serious health condition.
- b. The only benefit retained during FMLA is the Health Insurance benefit if one exists.
- c. Previously accrued PTO pay may be used for a part of the FMLA leave.
- d. An employee will be considered eligible for FMLA if they have been continuously employed with Golden Bear Academy for twelve (12) consecutive months prior to the first day of the absence for the FMLA leave.
- e. Employees may only use twelve (12) weeks per calendar (January to December) year for FMLA.
- f. It is the responsibility of the employee to notify the Golden Bear Academy Director that a given absence is FMLA. The employee will have up to fifteen (15) calendar days from the first day absent to provide medical certification as to the eligibility for FMLA.
- g. FMLA absences which exceed four (4) weeks shall be considered an "Extended Leave without Pay" as described in 8) below.

7. Extended Leave without Pay

- a. Employees may be granted leave without pay with the Director's approval.
- b. Leave without pay may not be granted for more than twelve (12) calendar months, except for unusual circumstances, or for active military duty.
- c. Leave without pay may also be granted for personal reasons subject to the operational needs of the center.
- d. When the leave time has come to an end, the employee will not lose his or her seniority. However, Golden Bear Academy will not necessarily hold his or her specific position.
- e. Each employee's rate of pay is based on the current position held by that employee. Therefore, the rate of pay may be changed when the employee returns to work based on the employee's position when he or she returns.
- f. For more information see the policy "REINSTATEMENT FOLLOWING AN 'EXTENDED LEAVE WITHOUT PAY'" below.



BENEFITS

PRE-ARRANGED – EXTENDED LEAVE

TEMPORARY LEAVES CONTINUED:

8. **Domestic Violence Leave** – There is no paid Domestic Violence Leave benefit. Refer to the PTO policy for the paid leave benefit program of GBA. Employees are eligible to a total of thirty (30) unpaid workdays of domestic violence leave during any twelve (12) month period for any of the following reasons:
 - a. To obtain and receive medical or dental assistance resulting from domestic violence, including services for the employee's dependent children.
 - b. To obtain legal assistance related to domestic violence.
 - c. To attend court proceedings related to domestic violence, including criminal prosecution.
 - d. To attend counseling or support services, including such services for dependent children
 - e. To make any other arrangements necessary to provide for the safety and well being of the employee subject to the domestic violence and/or their dependent children.

The following additional rules shall apply:

 - a. The Domestic Violence Leave can be taken intermittently, or on a reduced – leave schedule. However, if the employee requests intermittent leave or reduced leave based on foreseeable or planned schedule, the employee may be temporarily transferred if this would be in the best interest of the children and families served.
 - b. Prior to requesting Domestic Violence Leave, employees must first exhaust all their accrued PTO. After that, employees are eligible for thirty (30) days of unpaid domestic leave.
 - c. Requests for Domestic Violence Leave must be supported by certification issued by an authorized person from any support entity, including: a healthcare provider, attorney or record, law enforcement agency, clergy, domestic violence advocacy agency, domestic violence center or shelter.
 - d. The certification shall be sufficient if it indicates the employee is being subjected to domestic or repeated violence and needs time off for one or more of the above stated reasons.
 - e. Upon return from an approved domestic violence leave, the employee will be reinstated according to the "Reinstatement following "Extended Leave Without Pay" policy below.
 - f. To the extent allowed, employees must give all practicable notice when requesting a Domestic Violence Leave including intermittent leave or reduced-leave schedule as described in the pre-arranged absence and PTO.
9. **Other Personal Leave** - There is no paid personal leave benefit. Refer to the PTO policy for the paid leave benefit program of Golden Bear Academy.



BENEFITS

PRE-ARRANGED – EXTENDED LEAVE

REINSTATEMENT FOLLOWING “EXTENDED LEAVE WITHOUT PAY”:

Upon return from an “Extended Leave without Pay”, employees may be reinstated according to applicable law.

1. Upon return from a medical or personal leave of absence such as described by 8) “Extended Leave without Pay,” employees will be reinstated in the following priority of reassignment:
2. First: Prior position, if still available.
3. Next: A comparable position for which the employee is qualified, if available (i.e. a lateral move).
4. Next: A lesser position for which the employee is qualified.
5. The employee will be paid either the same rate of pay they received prior to the leave OR
6. The employee will be paid a new rate based on the wage range of the new position and the ranking of the employee in that wage range based upon other criteria such as education and previous experience.
7. For a personal leave of absence, if no position is available, the employee will be terminated.
8. If additional or other reinstatement requirements apply after an “Extended Leave without Pay” such as in the case of a pregnancy-related absences or medical leave, a doctor’s release will be required.
9. Any and all other regulations regarding leave will also be followed, such as in the case of FMLA.

LEAVE SHARING:

Leave sharing allows employees to donate annual leave to co-workers who need extended sick leave. Leave sharing is designed to benefit employees with chronic illnesses or serious injuries who have exhausted their other leave options. Employees who need leave donations or who would like to be added to the list of potential leave donors should contact the Director for details.

INCLEMENT WEATHER:

GBA may choose to close due to inclement weather or other extenuating circumstances. When extreme weather conditions or similar circumstances create transportation difficulties that result in late arrival, the Director may authorize up to two hours of such lost time as a pre-arranged absence and not charged as a call-in /sick leave or tardy. **However, employees are expected to report to work on time, unless given clear confirmation that GBA will be closing.** Consult with the Director to learn which radio and television stations to monitor or other methods that are currently used to ascertain if Golden Bear Academy will be open or closed in the event of inclement weather.



EMPLOYEE SAFETY AND HEALTH

OCCUPATIONAL AND SAFETY HEALTH ADMINISTRATION (OSHA)

GBA strives to provide safe working conditions for our employees and observes the safety laws of the state and federal governments including those established by the Occupational Safety and Health Administration (OSHA). No one will knowingly be required to work in any unsafe manner. Safety is every employee's responsibility, and all employees are expected to do everything reasonably necessary to keep GBA a safe place to work. Employees who observe a safety hazard have a responsibility to report it to a member of the management team.

WORKER'S COMPENSTATION AND EMPLOYEE INCIDENT REPORTING:

In the case of a job-related accident to any employee, immediate notice should be given to the supervisor on duty and relayed to the GBA Director. Failure to immediately notify a supervisor could result in the insurance company in-acting the loss of worker's compensation payments as authorized by law. An incident report form should be filled out and should include the nature of the injury, how it happened, the time of day, and witnesses, etc. Failure to do so may result in a nullification of the workers' compensation benefit according to the rules of the specific workers compensation policy and the state and federal laws which govern workers compensation claims. GBA maintains Worker's Compensation insurance for job-related accidents.

WORK RELATED INJURIES:

1. Employees involved in a work-related injury, which is a true emergency and requires immediate treatment will be assisted by the supervisor or someone appointed to assist in going to the nearest hospital for care or by calling 911.
2. Medical treatment for a non-emergency injury can be obtained through the suggested healthcare provider. Contact your supervisor for direction and/or assistance in finding the appropriate provider.
3. Employees injured during the performance of their duties are subject to drug testing, as established in the "Substance Use and Abuse" policy listed below.



EMPLOYEE SAFETY AND HEALTH

WORKPLACE VIOLENCE:

GBA has a zero tolerance for workplace violence and threats. Employees must promptly report any threat of violence or physical act of violence to the appropriate supervisor or management personnel. Violations of this policy will result in disciplinary action up to and including termination of employment.

HARASSMENT AND/OR THREATS FROM NON-EMPLOYEES

GBA will not tolerate threats of violent acts against its employees in any form. Such conduct will result in disciplinary action. Employees should contact the administration should such incidents occur.



PERSONAL CONDUCT:

Whenever people gather to achieve goals, some rules of conduct are needed to help everyone work together efficiently, effectively, and harmoniously. By accepting employment with GBA, employees have a responsibility to the company and to their fellow employees to adhere to certain rules of behavior and conduct. The purpose of these rules is not to restrict the individual rights of an employee, but rather to be certain that everyone understands exactly what type of conduct is expected and necessary. GBA will be a better place to work for everyone when each person is aware that he or she can fully depend upon fellow workers to follow the rules of conduct.

As representatives of GBA and as role models for those we serve, employees will always conduct themselves in a manner which will reflect positively on both GBA and them, according to the accepted standards of the community we serve.

Service to the children and to the public shall be courteous, considerate, and prompt. An employee is always an example!

DRESS CODE:

1. General Employees – Must wear a clean uniform shirt in an approved color every day. Each employee is given one shirt and then will be able to purchase additional shirts if the employee so desires. Black or khaki slacks and jeans (on Friday only) are acceptable. No sweatpants, skirts, pajama type bottoms, or athletic leggings. Employees should not have visible tattoos, and piercings are limited to two piercings per ear. No other piercings should be visible while at GBA. Hair needs to be clean and neat, and makeup, if worn, needs to be tastefully applied.
2. When leaving GBA, employees must change out of their center uniform shirt.
3. The management team members at GBA have the right to determine if clothing is tasteful and appropriate beyond the terms listed above and require a change in dress if they feel it is necessary.



PERSONAL CONDUCT

SOLICITATION/DISTRIBUTION:

Employees are not permitted to solicit for any purpose during their working time since solicitation not only causes an employee to neglect their own work, but also interferes with the work of others.

An employee shall not solicit another employee for membership or subscriptions for any public or private enterprises or for gifts of any nature during either employee's working time. The circulation or distribution of any petitions or other printed material on Golden Bear Academy property and/or the posting of written solicitation on a GBA bulletin board or anywhere on the property is strictly prohibited.

Persons not employed by GBA are forbidden from coming onto its property except for purposes for which the property is held open to the public and are prohibited from soliciting or distributing any material for any reason.

Included in this is Phone solicitation of an un-requested nature. GBA does not purchase any items from any phone solicitor and/or telemarketer and employees are instructed to inform phone solicitors of this fact immediately as soon as they make the fact known that they are soliciting. Furthermore, employees are prohibited from giving out any information to any phone solicitor and/or survey taker without the express permission of the management.

CELLULAR PHONE POLICY:

All personal cell phones, pagers, or PDAs must not be in the classrooms during a scheduled shift. Exceptions for emergencies will be allowed only with the approval of the GBA Director. The school cell phone is to be used for field trips and emergencies. This phone will be used as an alternate means of communication should our normal phone service become interrupted. Violating this policy may result in immediate dismissal.

PERSONAL PHONE CALL POLICY:

Personal phone calls may be taken if an emergency exists. Messages for all other calls will be taken and given to employees by the end of their workday. In the event of an emergency or special circumstance, employees may make outgoing personal telephone calls with the special permission of a member from the management team.



PERSONAL CONDUCT

PUBLIC RELATIONS:

Public relations are a top priority for every employee. Employees must take the lead in this area and go out of their way to be friendly, helpful, and courteous to all, who come to GBA come across the center property, or even just call on the phone. It is unthinkable that anyone would pass someone in the property without a smile and/or a hello (whether they are a stranger, client, customer, or fellow employee). Remember that the reception people receive from GBA Employees will greatly influence their attitude and confidence in the center.

MEDIA INQUIRIES:

Inquiries from newspapers, radio, television stations and other sources of public information must be immediately referred to the management.

CONFIDENTIALITY:

According to Federal Law all children and staff information, records, and/or documentation will be held confidential as specified by the following procedures:

1. Any person or agency requesting access to or information about an individual child or staff member will be informed of this confidentiality process.
2. No information regarding GBA children or staff will be given out, either verbally or written, without proper notification and consent of the responsible party, (i.e. either the staff member or the respective parent or guardian).
3. The following information is to be regarded as confidential, but is not limited to name, address, telephone number, progress notes, medical records, assessments, evaluations, and hourly or salary wages.
4. All requests for information external to GBA will be documented by name of requester, date, time, type of information requested, reason for request, as well as the action taken.
5. Each employee's personnel file and child's case record will include copies of all consents and authorizations presented to GBA for release of confidential information.



PERSONAL CONDUCT

CONSIDERATIONS WHEN DEALING WITH GOSSIP:

Gossip breaks the law. Federal regulations mandate confidentiality when individuals deal with other individuals in a service organization (the Privacy Law). Disclosing any information, sharing information with others who should not be privy to that information, talking about someone else's problems with people who cannot do anything about those problems or who have no business knowing about those problems is a violation of the federal law.

THE PRIVACY ACT OF 1974 states in part: No agency shall disclose any record which is contained in a system of records by any means of communication to any person, or to another agency, except pursuant to a written request by, or with the prior written consent of, the individual to whom the record pertains....⁽¹⁾ <http://www.usdoj.gov/foia/privstat.htm>

CONFLICTS OF INTEREST:

Employees shall avoid any conflicts of interest and appearance of conflicts of interest in all professional and personal activities. Employees are not allowed to solicit, obtain, accept or retain any personal benefit from any supplier, vendor, individual or organization doing or seeking business with GBA.

As used here, "personal benefit" means gift, gratuity, favor, service, or compensation in any form, discount, special treatment or anything of monetary value, beyond business courtesies.

This policy does not relate to "reasonable" gifts from students and/or clients during customary times when such gifts would be given to a "teacher".

OUTSIDE EMPLOYMENT:

GBA does not prohibit employees from taking other employment. However, employment can create the potential for conflict of interest and can detrimentally affect an employee's performance of job duties. Therefore, employees must inform their supervisor of outside employment and obtain approval of the management, this to include employees wishing to obtain a part-time or additional job in conjunction to their Golden Bear Academy position. Any such work must not interfere with any specific duties or relationships at Golden Bear Academy. Employees may not pursue any other employment, business, or profession during the hours they are employed by Golden Bear Academy, nor may employees engage in any employment which may adversely reflect on the reputation of GBA.



PERSONAL CONDUCT

CONDUCT WITH CLIENTS:

Our staff members are required to keep all relationships with the parents on a professional basis only (i.e. no dating, flirting with, or gossiping about the clients/parents, etc.) Anyone conducting a relationship with a client in a non-professional manner will be subject to discipline and possible dismissal. Additionally, GBA employees are prohibited from working for parents in their home or in any other manner outside of GBA; this includes any type of "care for hire." Any violation of this policy may lead to immediate dismissal.

NON-COMPETE CLAUSE:

GBA considers it inappropriate for parents and clients to solicit our staff to work for them either in their business or homes. It is also inappropriate for employees to solicit to work for or with parents and clients and/or to agree to work for them either in their business or homes or at the businesses in which they work or have influence over hiring and/or promotion decisions. Therefore, all employees are required to sign a statement that they will not engage in "care for hire" or any employment by or for any past or current client family of GBA while currently employed by GBA or for eighteen (18) months after their last day of employment. Any employee who violates this policy has violated one of the conditions of continued employment and is in so doing terminating their employment at GBA. It is inappropriate for all employees to discuss this policy with, consider accepting employment with or for clients, parents, or anyone they have encounter solely due to their employment with GBA, or to do any type of work or "care for hire" for these individuals whether for compensation or as a favor. This "non-compete" statement shall be in effect while the employee is currently employed by GBA and for eighteen (18) months after their last day of employment. GBA reserves the right to take financial remedy against employees who break this policy. Clients who violate this policy may also be subject to termination of services.



PERSONAL CONDUCT

CHILD ABUSE REPORTING POLICY:

State law requires that GBA, and all members of childcare institutions be on the lookout for, and report to the State and appropriate authorities any and all suspected cases of abuse to a child.

At GBA our center and staff are mandatory reporters of Child Abuse. All incidents or suspected incidents will be turned over directly to the Child Protective Services for investigation. GBA is not allowed to do any investigation and is required by law to report anything of a suspicious nature. It is advised that clients make the staff aware of any lingering bruising or other visible injury to minimize suspicion of possible child abuse or endangerment.

The steps to be taken if a staff member is suspected or founded of child abuse are outlined fully in the "New Teacher Training Manual."



PERSONAL CONDUCT

SEXUAL AND OTHER FORMS OF HARASSMENT:

GBA is committed to providing a work environment that is free of harassment of any type, including harassment due to race, color, disability, age, gender, religion, or national origin. Sexual harassment of or by employees or students is a form of gender discrimination in that it constitutes differential treatment based on gender. Harassment is against the law and will not be tolerated.

GBA no harassment policy includes sexual harassment. This policy prohibits behavior that is not welcomed by the employee and is personally offensive:

1. Repeated sexual flirtations, advances, or propositions.
2. Continued or repeated verbal abuse of a sexual nature, sexually related comments and jokes, graphic or degrading comments about an employee's appearance, or the display of sexually suggestive objects or pictures.
3. Any uninvited physical contact or touching, such as patting, hugging, pinching, kissing, or intended brushing against another's body.

GBA prohibition on harassment extends not only to that by employees, but also by non-employees such as vendors, suppliers, parents, and visitors to any GBA premises. Golden Bear Academy employees are entitled to work in an atmosphere free of harassment from any source.

All management personnel, as part of their job duties, will be responsible for preventing and eliminating harassment in their work areas. Maintaining a work environment free of any type of harassment is an affirmative obligation of all GBA employees.

Any employee who observes harassment or believes they have been harassed should immediately report the matter to management personnel and file an **"Employee Grievance/Appeal Form."**

Any student or employee of GBA who believes that she or he has been a victim of sexual harassment shall bring the problem to the attention of the proper authority (whether in an office or a school) so that appropriate action may be taken to resolve the problem. GBA prohibits retaliatory behavior against anyone who files a sexual harassment complaint or any participant in the complaint investigation process. Any such complainant is further advised that civil law remedies, including, but not limited to, injunctions, restraining orders, or other orders may also be available to them. Complaints will be promptly investigated in a way that respects the privacy of the parties concerned.

GBA considers sexual harassment to be a major offense which can result in disciplinary action to the offending employee or the suspension or expulsion of the offending student.



PERSONAL CONDUCT

CONFLICT/ PROBLEM RESOLUTION:

Conflict or problems are to be resolved in the following manner:

1. Resolve conflict or problems quickly and graciously with the individual with whom the conflict has arisen. Avoid involving or discussing the issue with others who are not related to the issue. Most problems can be corrected satisfactorily if this step is applied.
2. If Step One did not successfully resolve the conflict or problem, then the issue should be reported to the Director. The Director will then choose an appropriate intervention, which may include the following:
 - a. Observation
 - b. Verbal or written directive
 - c. Meeting of both parties with the Director
 - d. Implementing needed changes
 - e. **These steps may take place over a period of up to 1 year or may take place simultaneously or in any combination.**
3. Forgive and forget – Life is too short to hold a grudge.

GRIEVANCE PROCEDURES AND APPEAL:

Any employee, who feels unfairly treated or reprimanded, discriminated against, or unjustly dismissed, may appeal to the Director in written or verbal format within three (3) days of the occurrence using the "Employee Grievance or Appeal" form. If the Director is unable to resolve the issue, a written statement must be sent to the GBA owner. A consultation time will be established for all involved in the matter. The decision by the GBA owner will be final.

**SUBSTANCE USE AND ABUSE**

GBA is committed to maintaining a healthy, efficient working environment for its employees and a safe, friendly place for children. With this basic objective in mind, the GBA has established the following policy about the use, possession or sale of illegal drugs or the abuse of alcohol.

Our policy is to employ a work force free from alcohol abuse or the use of illegal drugs. Any employee who violates this policy will be disciplined. This may include termination, even for a first offense.

We strive to provide a safe and healthy work environment, free from the use of illegal drugs *and abuse of alcohol and set forth the following rules:

SMOKING POLICY:

Smoking is always prohibited on GBA property or while performing work duties. At no time should a child or parent of the GBA observe an employee smoking on GBA premises or in a GBA uniform shirt.

ALCOHOL:

GBA prohibits employees from being "under the influence" of alcohol while performing GBA business. Employees may not consume alcoholic beverages or take illegal drugs on our premises. Employees may not report to work under the influence of drugs or alcohol. Such behavior poses a safety threat to the employee, other employees, and the children.



SUBSTANCE USE AND ABUSE

ILLEGAL DRUGS:

The non-prescription use, sale, possession, distribution, manufacture, or transfer of illegal or controlled substances on GBA premises or elsewhere during work hours or during non-working time is strictly prohibited. The presence of any illegal drug in an employee, detectable by a drug-screening test, while performing GBA business or on Golden Bear Academy property is prohibited.

An illegal drug is any drug which is not legally obtainable, or which is legally obtainable but has not been legally obtained. The definition includes prescribed drugs not legally obtained and prescribed drugs not being used for prescribed purposes.

Employees convicted under any federal or state criminal drug statute must notify the director within five (5) days. This will be grounds for termination.

Legal drugs include prescribed and over-the-counter drugs which have been legally obtained and used for the purpose for which they were intended. Illegal drugs include any drug which is not legally obtainable, which may be obtainable but has not been legally obtained, or which is being used in a manner or for a purpose other than as prescribed.

DRUG AND ALCOHOL SCREENING:

GBA may require a blood test, urinalysis, or other drug or alcohol screening on a random basis or when an employee is reasonably suspected of using or being under the influence of a drug or alcohol based on behavioral characteristics or other appropriate information. All screenings will be conducted in a manner consistent with applicable federal, state, and local laws.

DISCIPLINARY ACTION:

Violation of any of the above policies regarding substance abuse can result in disciplinary action, which may include immediate discharge for the first offense.



DISCIPLINARY ACTION AND TERMINATION OF EMPLOYMENT:

In general, GBA follows a progressive disciplinary policy while the administration maintains the right to terminate "at will."

The four usual steps of disciplinary action are:

1. Verbal notification
2. Written notification
3. Suspension/Days of Decision including 1-10 days off without pay.
4. Termination

These steps may take place over a period of up to 1 year or may take place simultaneously or in any combination.

UNACCEPTABLE ACTIVITIES/CAUSES FOR TERMINATION:

All violations of any of the policies listed in this manual and/or in any of the procedural handbooks of the center shall constitute sufficient grounds for termination. This does not alter the "at-will nature" of an employee's employment under which either an employee or the employer may terminate the employment relationship with or without reason and in the absence of any violation of these rules. (Procedural handbooks shall include but not be limited to the following: Parent's Handbook, New Teacher Training Handbook, Health and Safety Handbook, Evaluation Handbook, or the Job Descriptions Handbook.

FIREARMS, KNIVES AND OTHER WEAPONS:

Employees are prohibited from carrying any type of weapon on GBA property including keeping it in a desk, file or any areas of the buildings and grounds or in their personal possession while representing GBA. A permit to own a firearm or any other weapon will not override this policy.

TERMINATION OF EMPLOYMENT:

Employees should consider their employment as on an "at will" basis. Employees may be terminated for any reason and at any time.

In arriving at the decision to terminate employment GBA will consider the seriousness of any infraction, past record of the employee, and the circumstances surrounding any incident.



DISCIPLINARY ACTION AND TERMINATION OF EMPLOYMENT

RESIGNATIONS:

In the event an employee decides to terminate employment with GBA we require that a **"Resignation Form"** be filled out and submitted to the management a minimum of two (2) weeks prior to the intended leave date. This is so that we have adequate time to fill the vacated position. A decision to resign should be kept confidential and not shared with employees, clients, customers or parents until the decision has been confirmed with the "Resignation Form" and the form has been accepted by a member of management. Failure to keep this of a confidential nature may result in immediate discharge and shall constitute grounds for payment of minimum wage as described in the "TRAINING WAGE" section herewith.

An employee who resigns or is terminated under any circumstances is required to make an inventory of all GBA property and equipment in their possession and return all assigned items. Any unreturned inventory will be withheld from the final paycheck at replacement cost.

Employees who resign in good standing may be asked to help create an "exit strategy" to insure the proper transfer of responsibilities and duties.

The employee's final paycheck will be paid in the regular pay periods of GBA.

**ADDITIONS AND CHANGES:**

GBA reserves the right to edit or adapt the policies in this handbook as the needs arise. The center will make all changes and additions available at the time these changes are made. Clients and customers will be notified of these changes through the normal written communication system of the center at the time they are made effective.