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**Personnel Policies Handbook**

**Preface**

The policies contained herein were developed for use for and are intended to comply with state and federal laws as of the revised date found below. Some are mandated policies that apply to all Discovery Point Centers and may not be changed without the express written approval of Discovery Point Franchising, Inc. (DPFI) Where noted, center specific policies may be customized for each center location.

Each franchisee should consult with a human resources expert or employment law attorney for information specific to the state that the center is located before making center specific changes to these policies in the employee handbook.

Owners making center specific changes need to submit a copy to Discovery Point Franchising, Inc. (DPFI) before implementing use.

The Personnel Policies Handbook is a critical part of employee onboarding. In addition to reviewing during the hiring process, each employee should review and sign off on receipt of the handbook each year.

Discovery Point Franchising, Inc. Personnel Policy Handbook (formerly Employee Handbook)

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*To comply with federal and state employment laws the policies listed below are required in all Discovery Point Employee/ Personnel Policies Handbooks. The policies that are specific to an individual center location are noted as such and are the only policies that may vary by location.*

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**I. INTRODUCTION**

**Welcome**

Welcome to Discovery Point! We believe that each employee contributes directly to the company’s growth and success and we hope that you will take pride in being part of our team.

Each employee of Discovery Point agrees to uphold and abide by all state laws, rules and regulations. A copy of the State Rules and Regulations for Childcare is available at the center for review. Each employee must follow these rules when present in a Discovery Point Childcare center.

This Employee Handbook was developed to describe what we expect from our staff and to outline the policies, procedures, and benefits available to eligible employees. Each Discovery Point center is individually owned and operated, so please contact the owner of your location if you have any questions on this or other center specific policy.

**Company History**

The owners of Discovery Point Franchising, Cliff and Diane Clark, set out to develop a childcare center based on a simple truth: children thrive if they are guided in a loving and nurturing environment. Their vision was to create a preschool curriculum that cared for children as much as the children’s own parents would. Their vision came to fruition in 1988 when the first Discovery Point was founded. Today, we have franchised locations in 4 states caring for over 6,000 children in the southeast.

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**Our Vision**
To raise the quality, care, and education of young children in our community.

**Our Mission**To build a respected brand known for providing a nurturing learning environment
where families are supported, and children thrive.

**Our Focus**

Safety, Trust, Learning, Growth, Family, Discovery, Joy

**Our Values**

**Relationships:** We treat all team members, vendors, children, and families with respect and kindness.

**Environment:** We operate in a collaborative, upbeat, optimistic environment in which everyone encourages each other to support the common goals.

**Purpose:** We offer work that is meaningful and fulfilling. We make a difference!

**Growth:** We provide opportunities for learning and embrace new ideas and change so that we can reach our full potential individually and as a company.

**II. Terms of Employment**

Your employment with Discovery Point is on an "at-will" basis. This means that either you or Discovery Point may terminate the employment relationship at any time, with or without cause, and with or without notice. This at-will employment policy may not be modified by any statements, policies, or practices, whether oral or written, and remains in effect throughout your employment.

The policies in this handbook are not intended to and do not create a contract between you and Discovery Point. The policies should not be construed to constitute contractual obligations of any kind or a contract of employment between Discovery Point and any employee.

These provisions replace all other existing policies and practices and may not be changed or added to without the express written approval of the Owner of the Discovery Point Center.

**Equal Employment Opportunity**

Discovery Point is committed to providing equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability, genetic information, marital status, veteran status, or any other characteristic protected by federal, state, or local law.

This policy applies to all terms and conditions of employment, including but not limited to recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, and training.

**Business Ethics**

We expect Discovery Point employees to be ethical in their conduct in all business practices as it has a direct effect on the reputation of our brand. We are regulated by state guidelines for childcare and expect our staff to uphold and even exceed the standards. Employees at Discovery Point must carefully follow all federal, state and local laws and childcare regulations and must demonstrate a high level of personal integrity, honesty, fairness, and standard of conduct. Employees must always act in good faith and use good judgement to uphold the company policies and applicable laws and regulations for our business and further, being dishonest, unethical, or acting in an illegal manner will not be tolerated and will result in disciplinary action, up to and including termination. Any questions about this policy should be discussed with the Center Director or Owner.

Conflicts of Interest

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. Examples of conflicts of interests include, but are not limited to the following:

* Working with competitors while working with Discovery Point.
* Disclosing Discovery Point materials or programs to competitors.
* Providing paid childcare services for customers of Discovery Point.
* Transportation and care of children by employees before or after work hours is strictly prohibited.

The materials, Connections Curriculum®, Summer Camp lesson plans, designs, and family and employee data of Discovery Point are the property of Discovery Point and should never be given to an outside firm or individual except through normal channels and with appropriate authorization from the owner of Discovery Point. Any employee who participates in such a practice will be subject to disciplinary action, up to and including possible termination.

**Non-Disclosure**

The protection of confidential business information and trade secrets is vital to the interests and the success of Discovery Point. Such confidential information includes, but is not limited to, the following examples:

* Customer lists and family data
* Financial Information
* Marketing Strategies
* Policy Manuals and Handbooks
* Connections Curriculum and Summer Camp Lesson Plans
* Operational Procedure and Forms

In addition, certain information obtained while employed by Discovery Point is confidential and proprietary information.

***Non-Disclosure after Termination***

If your employment is terminated for any reason, you will not under any circumstances retain any written material or reveal any information to persons in competition with Discovery Point, whether direct or indirect, or use in any way any information, written or otherwise, concerning Discovery Point’s method of operation.

**Open Door Policy**

At Discovery Point, we are committed to an open-door policy that is based on mutual trust. We encourage you to discuss issues, concerns, and ideas with the leaders of the company.

Employees should first discuss the situation with the Center Director. Although employees will be paid for the time spent in meetings, the conferences should be scheduled during the employee's breaks or at the end of his/her regular workday to avoid staffing issues. Every reasonable effort will be made to reach reasonable satisfaction.

If the issue cannot be addressed with the Center Director, the employee may go directly to the Owner.

An employee who reports harassment or utilizes the Open Door Policy can do so without fear of reprisal or an adverse action taken against them in any manner.

**Anti- Harassment & Anti- Discrimination**

This policy applies to all persons involved in the operation of Discovery Point and prohibits unlawful discrimination and harassment by any employee, including Center Directors and co-workers. The law also prohibits unlawful harassment by any employee towards customers, vendors, contractors and persons working or visiting on the Company’s premises and third parties are prohibited from unlawfully harassing an employee. In keeping with this commitment, Discovery Point maintains a policy prohibiting unlawful discrimination and harassment (and conduct that, while not unlawful, could reasonably be considered harassment), including sexual harassment, and retaliation for participating in any protected activity covered by this policy.

*Discrimination and Harassment:*

This policy prohibits discrimination and harassment in any form, including verbal, physical, or visual, when the harassment is based on race, religion, color, age (40 years and over), gender (including gender identity and expression), sex, pregnancy (including childbirth, lactation or related medical conditions), national origin, citizenship, immigration status, marital status, veteran status, physical or mental disability, medical condition, protected medical leaves, genetic information, sexual orientation, or any other legally protected status (collectively, "Protected Classes"). Prohibited discrimination is unequal treatment of an employee or applicant in any aspect of employment because of a Protected Class. It also includes unequal treatment based upon the individual's association with a member of these Protected Classes.

Prohibited harassment of a nonsexual nature is broadly defined as verbal or physical conduct that denigrates or shows hostility or aversion toward an individual based on a Protected Class and that:

1. has the purpose or effect of creating an intimidating, hostile, or offensive work environment.
2. has the purpose or effect of unreasonably interfering with an individual's work performance; or
3. otherwise adversely affects an individual's work performance.

Prohibited harassing conduct includes epithets, slurs, negative stereotyping, and threatening, intimidating, or hostile acts that relate to a Protected Class; and written or graphic material (for example, pictures or cartoons) posted or circulated in the workplace that denigrates or shows hostility or aversion toward an individual or group based on a Protected Class.

*Sexual Harassment:*

This policy also prohibits sexual harassment, which is broadly defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. This includes sexual flirtations; unwelcome physical or verbal advances; propositions; repeated requests for date; verbal abuse of a sexual nature; vulgar talk or jokes; degrading graphic or verbal comments of a sexual nature about an individual or his or her appearance; the display of sexually suggestive objects; unwelcome phone calls and gifts; impending or blocking movement; unwanted and unwarranted physical contact; ogling, staring, or directing attention to another's body; leering; sexually oriented or suggestive gestures; and other physical contact of a sexual or particularly personal nature. Cartoons, pictures, or other graphic materials that create a hostile or offensive work environment may also be considered harassment. In addition, no one should imply or threaten that an employee or applicant's "cooperation" with unwelcome sexual advances or requests for sexual favors (or refusal thereof) will have any effect on an individual's employment, assignment, compensation, advancement, career development, or any other condition of employment.

Prohibited harassment and sexual harassment can occur in one-on-one interactions or in group settings and can occur on or off-duty or on or off Discovery Point premises. Sexual harassment does not have to be motivated by sexual desire. Prohibited harassment and sexual harassment can involve a co-worker, manager, vendor, customer, visitor, or agent of Discovery Point. Sexual harassment can also occur in the context of a relationship that was once consensual but has changed so that the behavior is no longer welcome by one party. As every action or all words that could be interpreted as harassment cannot be specified, the examples listed above are not meant to be a complete list of objectionable behavior. Employees are expected to always behave in a professional manner. Conduct may violate this policy even if it is not unlawful.

All discriminatory and harassing conduct prohibited by this Policy, whether committed by management or non-management personnel, is strictly prohibited and will bring prompt and certain disciplinary action, including possible termination of employment. No one has the authority to engage in this kind of unacceptable behavior, and Discovery Point will not tolerate it. Similarly, discriminatory and harassing conduct committed by non-employees (for example, applicants, vendors, customers, independent contractors, maintenance persons, or other visitors) in the workplace will not be tolerated, and Discovery Point will take appropriate remedial action to address such conduct by non-employees when Discovery Point becomes aware of it.

*Reporting Harassment or Discrimination:*

If you have witnessed discrimination or harassment of others or if you believe you have been discriminated against or harassed in violation of this Policy, we encourage you, if you feel comfortable doing so, to tell the harasser in clear language to stop. However, if you are not comfortable engaging in such communication or the behavior does not stop, you should promptly report, without fear of reprisal, the facts of the incident and the name(s) of the individual(s) involved to your immediate supervisor, or to a higher Company employee. If your complaint involves e-mail, text messages, social media message, or other electronic communication, do not delete it until you are instructed by Discovery Point’s designated investigator to do so. However, do not show it to anyone else (other than the person investigating a harassment complaint) in the meantime. Supervisors must immediately report any incidents of discrimination or harassment that are reported to them or of which they become aware to the Center Director.

Incidents reported will be investigated and appropriate corrective action taken. All discrimination and harassment complaints will be treated in the strictest confidence practicable under the circumstances. You will be notified of the outcome of your complaint.

**Retaliation**

In addition to prohibiting discrimination and harassment in the workplace, state and federal law also prohibits retaliation. Examples of adverse action may include, depending on the circumstances, demotion, failure to promote, termination, change of work hours or change of job duties. Another type of retaliation occurs when co-workers ostracize, employ derogatory epithets (verbal, written or gestural) against or otherwise harass an employee because he or she has complained about discrimination or harassment.

It is illegal to retaliate against an employee because they complained about harassment or discrimination, even if no harassment or discrimination ever happened. Discovery Point policy STRICTLY PROHIBITS any form of retaliation against an employee because they complained about harassment or discrimination. If you feel you have been retaliated against based on a complaint, please notify management immediately.

**Adverse Impact Policy**

Discovery Point has implemented numerous policies that are designed to achieve important business objectives. We recognize, however, that an otherwise legitimate workplace policy can have unintended consequences to individuals in a particular group or class. If you feel that one of our policies adversely impacts you due to your unique circumstances or membership in a “protected class”, you may seek accommodation regarding such policy. The procedure to seek this accommodation is as follows: Deliver to the Center Owner documentation, which identifies (1) the policy at issue; (2) the reason why the policy, as it applies to you, creates an adverse impact on you; and (3) the accommodation that you request to avoid this adverse impact.

Examples of “protected classes” include, but may not be limited to race, color, creed, sex, religion, age, national origin or ancestry, physical or mental disability, medical condition (including pregnancy), genetic information, or veteran status.

**Disability Accommodation**
(For employers with 15 or more employees)

Discovery Point will comply with all federal and state laws concerning the employment of persons with disabilities. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination of employment, and access to benefits and training.

Discovery Point owners will engage in an interactive process to determine if the Company can reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so is an undue hardship or causes a direct threat to workplace safety. Contact the Center Owner with any questions or requests for accommodation. Individuals who are currently illegally using unlawful or prescription drugs are excluded from coverage under this policy.

The Company is committed to taking all actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the Americans with Disabilities Act, as amended, and all other applicable federal, state, and local laws.

**Employment Classifications**

It is important that you understand the definitions of the employment classifications at Discovery Point and know your classification. Employment classifications help determine your employment status and your eligible benefits. Contact the Center Director or Owner if you have questions about your employment classification.

You became an employee at Discovery Point voluntarily and your employment is at will. "At will" means that you may terminate your employment at any time, with or without cause or advance notice. Likewise, "at will" means that Discovery Point may terminate your employment at any time, with or without cause or advance notice, as long as we do not violate federal or state laws.

Depending on your job, you are either **NON-EXEMPT** or **EXEMPT** from federal and state wage and hour laws. If you are a non-exempt employee, you are entitled to overtime pay under the specific provisions of federal and state laws. If you are an exemptemployee, you are excluded from specific provisions of federal and state wage and hour laws. Your exempt or non-exempt classification may be changed **only** with written notification by Discovery Point management.

In addition to being a non-exempt or exempt employee, you will also be classified as one of the following:

You are a **REGULAR FULL-TIME** employee if you are not assigned to a temporary or introductory status AND you are regularly scheduled to work the Discovery Point full-time schedule. In most cases, regular full-time employees are eligible for all Discovery Point benefit programs, subject to the terms, conditions, and limitations of each benefit program.

You are a **REGULAR** **PART-TIME** employee if you are not in a temporary or introductory status AND you are regularly scheduled to work less than 30 hours per week. Part-time employees receive all legally mandated benefits, such as Social Security and workers' compensation insurance. Part-time employees are not eligible for the other Discovery Point benefit programs.

You are an **INTRODUCTORY** employee if your performance is being evaluated to determine whether further employment in a specific position or with Discovery Point is appropriate. When you satisfactorily complete the introductory period, you will be told about your new employment classification.

You are a **TEMPORARY** employee if you have an employment relationship with Discovery Point, but you are assigned to work on an irregular or unpredictable basis, or if you were hired as an interim replacement. Substitute employees receive all legally mandated benefits, such as Social Security and workers' compensation insurance. Substitute employees are not eligible for other Discovery Point benefit programs.

Employment Applications

Discovery Point relies on the accuracy of information presented throughout the hiring process and employment period not only to hire the best qualified employees, but also to comply with state regulations regarding persons who cannot be employed in the childcare industry. We expect the information in your employment application to be accurate.

Any misrepresentations, falsifications, or material omissions in written or spoken form may exclude an applicant from further consideration for employment. In addition, persons who have been hired based on misrepresentations, falsifications, or material omissions may be terminated.

**Immigration Law Compliance**

The Company does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Form I-9, Employment Eligibility Verification form, and present documentation establishing identity and employment eligibility. Information provided by the new hire on the Form I-9 is subject to verification by the Company with information in the federal government's database to verify the individual's identity and eligibility to work in the United States. Former employees who are rehired must also complete the form if they have not completed a Form I-9 with the Company within the past three years or if their previous Form I-9 is no longer retained or valid. Current employees working pursuant to a work authorization document that expires must, at or about the time of the expiration, present a new work authorization document for Form I-9 reverification purposes.

**Social Media and Acceptable Use**

This policy establishes a set of rules and guidelines for any activity and participation in “social media” by all Discovery Point(Company) “users. These rules are intended to be adaptable to the changes in technology and norms of online communication and behavior and may be amended by the Company at any time, for any reason, without notice to users.

***For purposes of this policy:***

The term “social media” applies to any web-based and mobile technologies, in use now or developed in the future, that enable individuals or entities to disseminate or receive information, communicate, or otherwise interact, and includes, without limitation, email, texting, messaging, social networking, blogging, micro-blogging, bulletin boards, and so on, through providers such as Facebook, LinkedIn, Instagram, YouTube or others.

The term “users” refers to employees, directors, volunteers, interns, and any other person(s) connected in any way with the Company.

***Exercise Responsibility Online***

You are personally responsible for any of your social media activity conducted with a Company email address or on a Company website or page, and/or which can be traced back to a Company domain, and/or which expressly or implicitly identifies you as an employee of Discovery Point or in any way affiliated with the Company.

If from your post in a blog or elsewhere in social media it is clear that you are a Discovery Point employee, or if you mention the Company, or it is reasonably clear you are referring to the Company or a position taken by the Company, and you express a political opinion or an opinion regarding the Company’s positions or actions, the post must specifically note that the opinion expressed is your personal opinion and **not** the Company’s position.

***Follow Existing Policies and Terms of Use***

Observe and follow existing Company policy and agreements, such as the Employee Training Handbook and your Employment Agreement(s) with the Company, if applicable, the policies of the particular online/social networking site and applicable law. This means that you are prohibited from using social media to post or display comments about coworkers or supervisors that are vulgar, obscene, threatening, intimidating, or a violation of the Company’s workplace policy prohibiting Discrimination and Harassment.

You must follow the established terms of use that have been established by the site.

Do not post any information or conduct any online activity that may violate applicable local, state or federal laws or regulations.

***Recognize the Privacy of Others***

You should obtain express permission before sharing a comment, post, picture or video about or from a colleague through any type of social media. **Photography of children on personal cell phones is prohibited.**

It is unacceptable to disclose personal information about another individual or the Company’s confidential or proprietary information in any form of social media. Personal information means an individual's Social Security number, financial account number, driver’s license number, medical information (including family medical history) and other highly sensitive information, as Company confidential or proprietary information includes but is not limited to internal information regarding the Company’s finances, future business performance and business plans, business and brand strategies, and information which relates to Company trade secrets. All Company rules regarding Company confidential or proprietary information and personal information, apply in full to social media, such as blogs or social networking sites. For example, any information that cannot be disclosed through a conversation, a note, a letter or an e-mail, also cannot be disclosed in a blog. Sharing this type of information, even unintentionally, can potentially result in harm to the individual or can have legal consequences.

Before posting any online material, ensure that the material is not knowingly false; instead, try to be accurate and truthful. If you find that you’ve made a mistake, admit it, apologize, correct it and move on. You should never post anything that is maliciously false.

If you are unsure about the effects of the post or other online action, you may wish to reach out to your supervisor for some assistance, particularly when unsure about a response to another employee or a client.

***Use Your True Identity***

When participating in any social media, we suggest that you be completely transparent and disclose your true identity for your personal protection. Additionally, when commenting on or promoting Discovery Point on any form of social media, you must clearly and conspicuously disclose your relationship with the Company to the members and readers of that social media.

***Manage Your Expectation Of Privacy***

The company may access and monitor its Information Systems and obtain the communications within the systems, including email, Internet usage, and the like, with or without notice to users of the system, in the ordinary course of business when we deem it appropriate to do so. As such, when using such systems, you should have no expectation of privacy with regard to time, frequency, content or other aspects of your use, including the websites you visit and other Internet/Intranet activity. The reasons the Company accesses and monitors these systems include but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; and complying with legal and regulatory requirements.

***Interact On Your Time***

Discovery Point respects the right of any employee to participate in social media, such as maintaining a blog or participating in online forums. However, to protect the supervision of children and to oversee employees’ focus on their job duties, employees must avoid use of social media during work time.

***Avoid Personal Attacks, Online Fights, And Hostile Personalities***

If a blogger or any other online influencer posts a statement you disagree with, you can voice your opinion, but we suggest that you do not escalate the conversation to a heated, personal argument. Speak reasonably, factually, and with good humor. Try to understand and credit the other person's point of view. Additionally, avoid communicating with hostile personalities in an effort to avoid personal, professional, or credibility attacks.

**Solicitation**

Discovery Point does not allow visitors or employees to solicit or distribute literature during work time for any reason. Parents and employees may participate in organizations or act as independent vendors for non-competing businesses and products. However, employees may not solicit for these activities or distribute sales advertisements or brochures in the workplace.

**Use of Company Property for Business Purposes**

The Company will provide employees with the equipment necessary to perform their job duties. This equipment may include, but is not limited to, items such as: furniture, desks, storage areas (e.g., drawers, lockers, files, and cabinets), work areas, vehicles, computers, communication systems (including mobile phones), electronic mail, instant messaging, text messaging and internet messaging systems, electronic bulletin boards, and other needed equipment.

An employee may only use Company property, including computers and company information accessible through their use, for purposes authorized by the Company in connection with the employee’s job duties and not for personal use. Unsafe, destructive, careless, negligent, or improper use of Company property may result in disciplinary action, up to and including termination of employment.

Company property belongs to the Company and the Company reserves the right, *at any time and without notice*, to access, inspect, inventory, or search any Company property. Items or information of a personal nature may be discovered in the course of any such exercise. There is no right to privacy, and you consent to such access by accepting and using Company property.

***Discovery Point Vehicles and Business Use of Personal Vehicle***

Employees who operate Discovery Point vehicles must complete the Discovery Point Driver Certification Form. If driving a bus, each driver must maintain a “Class C” commercial driver’s license or as required by law for the size and type of vehicle.

Employees who are driving on Discovery Point business are required to possess a valid, unexpired driver's license and if they are driving their own vehicle, they must possess the minimum mandatory liability insurance coverage that is required by the state for their vehicle and must notify the Center Director or Owner immediately upon loss or suspension of driving privileges under the law.

Employees are required by law to always wear seat belts while in a moving vehicle used for Company business, whether they are the driver or a passenger. Use of cell phones, tablets, pagers, Personal Digital Assistants (PDA's), or similar electronic devices while operating a motor vehicle is ***strictly*** prohibited and is illegal in some states, unless using a hands­free configuration in accordance with state and local law. Employees are strongly discouraged from making or receiving calls while driving even with a hands-free configuration.

Employees are expected to follow all driving laws and safety rules, such as adherence to posted speed limits and directional signs and the use of turn signals and should avoid confrontational or offensive behavior when operating a motor vehicle.

Employees are ***strictly*** prohibited from being under the influence of alcohol or illegally used drugs while performing Company business. In addition, an employee's use of a legal drug which poses a significant risk to the safety of the employee, or others should avoid operating a motor vehicle while on Company business.

Employees should avoid taking any passengers who are not on Company business with the employee such as family, friends, etc.

Employees operating a Company-owned vehicle are expected to report any moving or parking violations to the Center Director or Owner immediately.

Discovery Point will reimburse an employee for the use of the employee's personal vehicle when used specifically for company business purposes. The employee will be reimbursed for expenses based on mileage driven at the rate of 67 cents per eligible mile for authorized business travel. Eligible mileage will be considered the mileage exceeding the mileage the employee would normally drive, such as driving from home to work and returning home. The employee should submit reimbursement expenses monthly.

For emergency situations, the following vehicle procedures must be followed:

The driver must always have access to communications while driving the vehicle. The center must provide a mobile device (cell phone) for transportation purposes only. A designated cell phone must be available for the driver’s use anytime the driver is driving the vehicle.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, may result in disciplinary action, up to and including termination of employment.

In the event of the following possible emergency situations involving the Discovery Point vehicle, such as but not limited to:

***Accidents***

Regardless of who may be at fault in the event of an accident, the driver must never leave the scene of the accident.

* When transporting children the safety of the passengers comes first.
* Remain calm.
* Call 911 and request emergency assistance from law enforcement and to report the accident.
* Call the center immediately and report the status to center management.
* Do not attempt to remove children/passengers from the vehicle unless there is eminent danger.
* Follow instructions from emergency responders.
* The driver (or another representative from the center) must remain on scene to receive instructions on obtaining a police report.
* A copy of the insurance card and vehicle registration must be in the vehicle at all times. Make sure current copies are in the glove compartment of the vehicle, as well as in the transportation binder which must be in the vehicle anytime children are transported.

***Mechanical Breakdown- Center Transporting Children***

* Whenever possible, always attempt to move the vehicle to a safe place, out of direct traffic.
* Remain calm, if transporting children, follow emergency procedures for an accident.
* The safety of passengers comes first.
* Call center management to report the situation and to request assistance.
* The driver and passengers will remain in the vehicle until given instructions or an all clear to unload the vehicle.
* Center management will follow up with sending alternate transportation for passengers and arranging for towing.

***Mechanical Breakdown- Accident: No Children in Vehicle***

Should a mechanical breakdown or accident occur during a time when there are no children on the bus, the following protocol should be followed (weekends, after hours, etc.):

* Move the vehicle to the shoulder of the road or into a safe parking lot or side street out of line of direct traffic.
* Driver remains calm and stays with the vehicle.
* Do not leave the scene of an accident or abandon the vehicle until you have made contact with the center director for instructions.

**Company Computer Network, Email and Communications Systems**

The Company’s computer network, email, instant messaging, text messaging, internet messaging, and electronic bulletin board systems are to be used for business-related purposes and only to transmit and receive business information. The Company treats all messages sent, received, or stored in its email, instant messaging, text messaging, internet messaging, and electronic bulletin board systems (collectively “Communications”) as property of the Company.

The Company has the capability to access, review, copy, and delete any communications sent, received, or stored on the Company’s computer network, email system, electronic and internet resources, and on the message recording and storage systems of Company-issued mobile phones. The Company reserves the right to access, review, copy, or delete all messages stored on any issued Company phone, or to search any Company property for any purpose. The Company may disclose any information discovered to any party (inside or outside the Company) that it deems appropriate. By using Company Communications systems, you agree that you have no reasonable expectation of privacy in relation to such usage or any items or information stored in Company Communications or in the Company Communications network.

Use of the email system to copy and/or transmit any documents, software, or other information protected by copyright or other intellectual property laws is prohibited and will result in disciplinary action. Company-issued mobile devices likely contain GPS tracking devices that permit tracking of the location of our Company property and Company employees. Employees are prohibited from disabling or interfering with any function (including the GPS tracking device) of a Company-issued mobile phone. During an employee’s scheduled working hours, the Company reserves the right to monitor the geographic location of any Company-issued electronic device. Accordingly, any employee who is issued Company-provided mobile devices understands that GPS technology may be used to track his or her whereabouts during their scheduled working hours.

**Use of Telephones**

The Discovery Point telephone system is provided for business use only. When personal calls are necessary, those calls should be as short as possible to keep the lines open for business calls.

The telephone communications are an important reflection of Discovery Point’s image to customers and the community and staff must always use proper telephone etiquette. When callers contact the Center by telephone, they deserve a prompt, pleasant, and courteous response.

Discovery Point Center employees may not use personal cell phones or other personal electronic devices during work time. Employees may use their personal cell phones during their break and meal periods but may only use them outside the work facility (i.e., parking lot). Employees are prohibited from using cell phones (even with hands-free devices) while operating a company, personal or rented vehicle for company business. This also applies to sending, composing, or reading text messages on devices of any type.

**Outside Employment or Business Interests**

Employment with another employer while you are employed with Discovery Point is permissible as long as you can satisfactorily perform your Discovery Point job, and the other job does not interfere with the scheduling demands. Your employment with Discovery Point should be your primary responsibility. Outside employment should be discussed with the Center Director and fully disclosed to avoid any conflict of interest. Outside employment will not be considered an excuse for poor performance, absenteeism, tardiness, or refusal to work overtime.

You may not have other employment that is a conflict of interest with Discovery Point. Also, you may not get paid or get anything in return from a person outside Discovery Point in exchange for something you produce or a service you provide as part of your Discovery Point job.

**Employment Inquiries**

To ensure that individuals who join Discovery Point are well qualified and have a strong potential to be productive and successful, it is the policy of Discovery Point to check the employment references and background checks of all applicants.

Responses to such inquiries will confirm only dates of employment, wage rates, and positions held. No employment data will be released without a written authorization and release signed by the individual who is the subject of the inquiry.

 **Employment of Relatives/Nepotism**

The employment of relatives, married couples, or persons involved in a romantic relationship may cause conflicts, raise issues of favoritism and damage employee morale.

A “relative” is any person who is related to another employee by blood or marriage. A relative is also any person who is related to another employee by law, for example, by adoption, guardianship or as registered domestic partners.

A “romantic relationship” is one that could be reasonably expected to become a close consensual or sexual relationship regardless of the gender or sexual orientation of the employees involved. “Dating” is included in the definition of “romantic relationship.”

A Center Director may not oversee a related employee. An employee in a “romantic relationship” may not be supervised by the romantic partner. A Center Director involved in a “romantic relationship” with another employee or applicant must immediately disclose the relationship to owner. A Center Director who is related to another employee or applicant must immediately disclose the relationship to management. A Center Director who fails to follow this policy of disclosure can be disciplined or terminated.

Romantic relationships between teachers, employees and/or parents are strongly discouraged.  If such relationships should arise, it is the employee’s responsibility to disclose to management.

It is in the best interest of teachers, children, and the center that a teacher is not permitted to work in the same classroom as their child. Thus, reducing conflicts of interest and issues of favoritism to arise.

**Personnel Data Changes**

It is essential that the Company be kept informed of changes in your personal status so that your employee and payroll records can be updated accordingly. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of emergency, educational accomplishments, and other such status reports should be accurate and current at all times. If any personal data has changed, employees should notify the Center Director.

**Timekeeping Records**

Accurately recording time worked is the responsibility of each employee. Federal and state laws require the employer to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Time reporting rules must be observed. You must sign your timecard or payroll hour report at the end of the week.

Employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They should also record the beginning and ending time of any split shift or departure from work for personal reasons. The Center Director will instruct you on the time reporting procedures.

EVERY EMPLOYEE MUST OBSERVE THE FOLLOWING TIME REPORTING RULES:

1. Be ready to work at your assigned start time. Sign in and out for your meal period or any period you do not work, except for break times.
2. You must only report your time worked. Employees are not allowed to report time for other employees.
3. You are expected to work the assigned hours as shown on the approved schedule. Any deviation from this schedule may result in disciplinary action.
4. Do not sign in more than 7 minutes before your assigned starting time, and do not sign out more than 7 minutes after your assigned ending time, unless special time has been approved by the Center Director or Owner.
5. Any special time, overtime, or any changes to your schedule must be approved by Management.
6. If you fail to sign in or out at any time, contact the Center Director immediately. Do not wait until the end of the week. You are responsible for your own time reporting. Every time you sign in or out, be sure that your time is correct. If there is a problem, notify the Center Director or Owner immediately. Failure to follow these instructions may affect you being paid properly. Overtime work must always be approved by Management **BEFORE** it is performed. If corrections or modifications are made to the time reporting, Management must verify the accuracy of the changes. Tampering, altering, or falsifying time records or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

**Payroll Deductions**

Federal, state, and in some instances local governments require Discovery Point to withhold deductions from your pay. Deductions are money taken from your pay for certain things such as federal, state, and local taxes.

Discovery Point also offers programs and benefits to eligible employees that are not required by law. You may ask us to deduct money from your pay to cover your payment for these programs, these may include payment for childcare provided, training classes, or uniform expenses.

We may have to take a "pay setoff" from your paycheck. Pay setoffs mean that Discovery Point must deduct money from your paycheck to pay off a debt you owe us or someone else. This may include wage garnishments from debtors, or any remaining balance owed for childcare after termination of employment.

If you have questions about your paycheck, see the Center Director or Owner.

**Meal Periods**

Full‑time employees are normally provided with one meal period each workday, depending on the staffing needs of the Center. Management will schedule meal periods to accommodate operating requirements. Employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time.

Employees are encouraged to seek relaxation in addition to their meal and are free to leave the Discovery Point Center. Employees are not allowed in other classrooms during their meal breaks.

Employees should not be at the Front Counter during their meal break. Regular center business is being conducted during lunchtime, and Management has difficulties in answering phones, conducting tours, etc., when employees are talking and visiting in the Reception Area.

**Nursing Breaks**

In consideration to working mothers who may be lactating, the Company will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child, provided such breaks do not result in undue hardship for the Company. Any additional breaks taken by non-exempt employees to express milk may be unpaid. The Company will make reasonable efforts to provide a room or other location other than a restroom for the employee to express milk in private. If you are in need of such an accommodation, please contact the Center Director or Owner as soon as possible so that any necessary arrangements can be made.

If you are a nursing mother and require breaks to express breast milk during the day, please contact the Center Director for information and to make arrangements to accommodate your needs

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**III. ATTENDANCE AND LEAVE POLICY**

**Work Schedules**

Work schedules for employees vary throughout the organization depending on the needs of the Center. The Center Director will advise employees of their individual work schedules. Staff hours are staggered and schedules may be changed from time to time, based on the needs of the center’s enrollment. For safety and security reasons, employees are not allowed access to the work facility and all work areas when they are not scheduled to work.

***Work Hours***

Although reasonable attempts will be made to schedule work hours as conveniently as possible for each employee, the needs of Discovery Point must be of primary concern. Though each employee's schedule will remain consistent from week to week, there will be times when schedules will be adjusted for changing conditions such as fluctuations in enrollment, and to keep the classrooms compliant with state ratios. At such times, some employees' total hours may be reduced or increased as deemed necessary, and therefore cannot guarantee employees a certain set number of hours each week.

**Overtime**

Any hours worked over 40 in a work week will be paid at 1.5 times your regular rate for the hours over 40 for non-exempt employees.

When required by the needs of the business, you may be asked to work overtime. Per federal wage and hour laws, hours worked by non-exempt employees in excess of forty (40) hours per week are paid at time-and­ one-half of the employee's regular rate of pay. Work by a non-exempt employee in excess of the employee's normal work week must be authorized in advance by the employee's supervisor.

Non-working hours such as PTO, holidays, jury duty, and bereavement are not included in the calculation of overtime pay. Non­ exempt employees who wish to make up time must first obtain approval from their manager.

An employee who works overtime without authorization will be paid, however, the employee is subject to disciplinary action, up to and including termination of employment. The employee is paid only for the actual number of hours worked. Should it be necessary to close the Center early due to severe weather or other abnormal cause, employees will be paid only for actual time on duty unless they are classified as exempt employees under the FLSA regulations.

**Attendance and Punctuality**

To maintain a safe and productive work environment, Discovery Point expects employees to be reliable and punctual for their scheduled work. Absenteeism and tardiness place a burden on other employees and on the center operations and can affect the security and wellbeing of children placed in Discovery Point’s care.

Staff must be in their classrooms on the job and ready to perform assigned jobs at the starting time of the assigned shift. An employee is required to notify Management immediately if another employee who is due to take over the responsibilities of the classroom has not arrived on time.

If you knowingly have a contagious disease or present symptoms of fever or diarrhea, you should not report to work. You should provide the Center Director at least one day’s notice, when possible, of your inability to report to work the next day. Discovery Point may require a doctor's certification that you were unable to work due to illness. Except for obvious cases, such as serious injuries or extended illnesses, you should contact the Center Director before 6:00 P.M. each day off to give status of probability of returning to work the next day.

Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, including termination of employment. Extended periods of time off (time off exceeding two days) must be requested a minimum of two weeks in advance unless a physician certifies, in writing, that the employee was sick and unable to perform the duties required. Discovery Point cannot guarantee the same position, duty hours, or workdays for any employee returning from any extended time off unless the absence falls under the guidelines of the Family Medical and Leave Act, if applicable.

**Military Leave of Absence and USERRA**

Unless applicable law requires otherwise, the Company will grant an unpaid leave of absence to employees undertaking military service in the U.S. armed forces and uniformed services. The total amount of military leave available to an employee is limited to five years, but military service in wartime or national emergencies and certain involuntary military service will not be counted against this five-year cap. While an employee is on military leave of absence, the Company does not pay wages; however, the employee can use accrued PTO while on military leave. Employees who must be away from work for military service are asked, whenever possible, to provide reasonable advance written notice of the need for leave to their supervisor and provide a copy of their military service orders. Upon completion of military service requiring absence from work, employees on military leave must return to work or apply for reinstatement within the time limits established by applicable law. Failure to return to work or apply for reinstatement within applicable time limits may result in loss of employment rights. In general, an employee returning from military leave will be re-employed in the position and seniority level that the employee would have attained had there been no military leave of absence.

Regular full-time employees taking military leave may elect to continue their existing coverage (including dependents' coverage) under the Company's group health insurance plan for up to 24 months of military leave. If an employee elects such continued coverage, the employee must pay the premiums for that coverage. For the first 30 days of continued coverage, the employee must pay the regular employee share of the premium. Thereafter, the employee must pay the full amount of the premium (that is, the regular employee share of the premium plus the share of the premium normally paid by the Company), plus an administrative fee not to exceed 2% of the full premium amount.

The failure to make timely payments for continued coverage may result in the loss of coverage. Regular full-time employees who do not elect continued health insurance coverage under the Company's plan during a military leave or who elect such coverage but lose it due to the failure to make timely premium and administrative fee payments will, upon reinstatement from a military leave, be entitled to immediate restoration of coverage under the Company's group health insurance plan, generally with no waiting periods or exclusions except those for injuries or illnesses incurred in or aggravated during the performance of the military service.

**Jury Duty, Court Appearance, and Witness Duty**

The Company supports employees in their civic duty to serve on a jury or as a subpoenaed witness in a proceeding to which the employee is not a party. Employees must present any summons to jury duty or any witness subpoena to management as soon as possible after receiving the notice to allow advance planning for an employee's absence.

You will be paid the difference between jury duty pay and your regular pay when you serve on jury duty.

If you get a jury duty summons, show it to the Center Director as soon as possible. This will help plan for the possible absence from work. We expect employees to come to work whenever the court schedule permits.

Either you or Discovery Point may ask the court to excuse you from jury duty if necessary.

**Time Off to Vote**

Employees are encouraged to participate in the political process by voting in public elections. In general, an employee who wishes to vote is expected to do so before or after the scheduled shift.

To be granted time off to vote, you must provide reasonable advance notice to the Center Director or Owner. To provide you with sufficient time to vote while minimizing business disruption, the Center Director will specify the particular hours you may take off work to vote.

No employee will be penalized or retaliated against for requesting time off to vote.

**Family and Medical Leave**

(ONLY FOR EMPLOYERS WITH 50 OR MORE EMPLOYEES WITHIN A 75 MILE RADIUS)

***Qualifying for FMLA Leave***

Discovery Point will provide qualified employees with leave in accordance with the law.

To qualify for unpaid leave under the Family Medical Leave Act (FMLA) an employee must meet **all** of the following requirements:

Worked for the Company for at least 12 months (not necessarily consecutive).

Worked at least a total of 1,250 hours in the 12 months preceding the date of the requested leave; and

The requested leave is for one or more of the following reasons:

Birth of a child to the employee or to the employee’s spouse.

Placement of a child with the employee for adoption or foster care.

To care for a spouse, child, or parent who has a serious health condition.

A serious health condition of the employee.

To care for a spouse, child, parent, or next of kin who is a covered military service member and who is undergoing medical treatment, recuperation, or therapy or is in outpatient status or is otherwise on the temporary disability retired list for an injury or illness incurred while on covered active duty and that may render the service member unfit to perform the duties of his or her office, grade, rank, or rating.

To care for a veteran undergoing treatment who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the 5 years preceding the date they undergo medical treatment, recuperation, or therapy, for a serious injury or illness. To be covered, the injury must have been incurred in the line of duty or existed before the beginning of the member’s active duty and been aggravated by service in the line of duty and manifested itself before or after the member became a veteran.

Qualifying exigency arising out of the fact that the employee’s spouse, parent, or child is on covered active duty or has been notified of an impending call or order to covered active duty, requiring deployment to a foreign country.

If you are unsure whether your situation or a covered family member’s situation qualifies you for leave, please contact the Center Director for assistance.

***Requesting FMLA Leave***

You must provide at least 30 days’ advance notice or as much notice as possible before your FMLA leave is anticipated to begin if the need for the leave is foreseeable. The notice should be provided in writing, if possible, and should include the reason for the leave, the date the leave will begin and the anticipated duration of the leave.

Discovery Point will make every effort to respond to requests for FMLA leave within five calendar days.

Discovery Point cannot, however, approve the requested leave unless you provide sufficient information to allow the Company to determine whether your requested leave qualifies for FMLA protection.

After your request for FMLA leave is reviewed, Discovery Point will inform you whether you are eligible under the FMLA, whether your proposed leave will be designated as FMLA-protected and the amount of leave that will be counted against your FMLA leave entitlement. If you are not eligible under the FMLA, the Company will provide you with a reason for your ineligibility.

***Certification Requirements***

You must provide Discovery Point with medical certification from a healthcare provider each time you apply for FMLA leave to care for your own serious health condition or that of a family member. You must cooperate with the Company and provide medical or other documentation in a timely manner. The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. Discovery Point is *not* requiring or requesting any information prohibited by law.

After you provide medical certification of your need for leave, Discovery Point may request a second opinion. In this case, Discovery Point may require you or a covered family member to be examined by a healthcare provider selected by the Company, at the Company’s expense. Additionally, Discovery Point reserves the right to request periodic recertification supporting your need for leave.

You are also required to provide certification when requesting FMLA qualifying exigency leave or military caregiver leave. For details and assistance, please contact the owner of the center.

***Amount and Timing of Leave***

FMLA provides eligible employees with up to 12 work weeks of unpaid leave in a 12 month period (or up to 26 workweeks of unpaid leave in a single 12 month period to provide care to a covered family member who becomes ill or is injured in covered military active duty). FMLA leave may be taken on an intermittent basis or on a reduced time schedule when medically necessary. If intermittent leave is required, this need should be outlined in the certification from your healthcare provider. Regardless, the leave may not exceed a total of more than 12 workweeks in a leave year (except for military caregiver leave). The duration and frequency of leave is determined by you or your family member’s healthcare provider. You are required to make reasonable efforts to schedule planned leave for medical treatment so as not to unduly disrupt the Company’s operations.

***Benefits during FMLA Leave***

You may elect to use accrued paid leave (such as sick leave), if available, for some or all of your otherwise unpaid FMLA leave. Since FMLA is unpaid, any income received through sick leave, vacation, or disability payments will run concurrently with FMLA. Use of paid time off benefits will not extend the total time available for leave beyond 12 weeks.

If you receive group insurance benefits, they will continue during your FMLA leave provided you continue to pay your share of the premium, if applicable.

***Returning to Work***

At the conclusion of FMLA, you will be restored to the same job or an equivalent position with equivalent amount of pay and benefits. Previously accrued benefits will not be forfeited; however, seniority or additional benefits will not accrue during the absence.

If you take FMLA leave in connection with your own illness or injury, you must obtain a “Release to Return to Work” form from the attending physician prior to returning to your regular duties. This form must be returned to the Center Director or the Company designee at the time you return to work.

**Unpaid Leave of Absence**

A personal leave of absence without pay may be granted at the discretion of Discovery Point. Unscheduled short- term leave without pay is disruptive to the Company’s staffing goals, so requests for personal leave should be limited to unusual circumstances requiring an absence of longer than two weeks.

Employees must have been employed for at least 6 months before being eligible for a personal leave of absence. Unless applicable law requires otherwise, you are required to use any available and unused PTO before beginning an unpaid leave of absence.

When an employee is ready to return to work following a leave of absence for illness or injury, a written release from the treating physician must be provided to the employee's Center Director or Owner.

**Center Specific Paid Time Off (PTO)**

Discovery Point offers Paid Time Off with pay (PTO) to eligible employees. Employees who work at least 30 hours per week receive PTO according to the following schedule:

* At least 1 year of service: 40 hours
* At least 5 years of service: 80 hours

You receive your PTO on the anniversary date of your employment. Substitute and temporary employees are not eligible for PTO benefits.

***Requesting PTO in Writing***

Employees should request PTO in writing, at least two weeks in advance. No two employees from the same department or classroom may have PTO during the same week. Seniority and date of request will determine dates for PTO.

***PTO Pay***

PTO pay will be calculated based on the employee's straight‑time pay rate (in effect when vacation benefits are used) times the number of hours the employee would otherwise have worked on the days of absence. PTO benefits for salaried employees will be based on their normal wages. PTO is not prorated for periods of less than one year.

***Unused PTO***

An employee who leaves Discovery Point after completing at least one year of continuous service and who leaves in good standing, with at least two weeks of written notice, may be paid for earned and unused PTO.

Termination due to lack of work, disability, retirement, death, or substandard performance does not disqualify an employee for earned and unused PTO.

Termination resulting from theft, misconduct (i.e., insubordination, willful neglect of duty, violation of company policy, etc.) and termination where the employee failed to give the company proper notice of resignation may disqualify an employee from receiving pay for PTO earned.

**Center Specific Emergency Closings/Inclement Weather**

There may be times when emergencies, such as severe weather, fires, power failures, or earthquakes, disrupt normal business operations at Discovery Point and the center needs to close. You will be notified in the case a closure. It is your responsibility to confirm.

When the center is officially closed due to emergency conditions, non-exempt employees will not be paid for the time off. However, you may request to use any available PTO. Exempt employees, as required by law, will be paid if the office is closed due to emergency conditions.

**Center Specific Holidays**

Discovery Point gives time off to all employees on the following holidays:

* New Year's Day
* Memorial Day
* Independence Day
* Labor Day
* Thanksgiving (fourth Thursday in November)
* Day after Thanksgiving
* Christmas Day

Eligible employees will be paid for holiday time off except for the day after Thanksgiving which is an unpaid holiday. If you are eligible, your holiday pay will be calculated at your straight time pay rate as of that holiday multiplied by 8 hours for full time employees, and by 6 hours for part-time employees.

Regular full-time and regular part-time employees are eligible for holiday time off with pay once they have completed 30 calendar days of service. Temporary employees and substitute employees are not eligible for holiday pay.

If you are eligible for paid holidays, you must also work both the last scheduled workday immediately before the holiday and the first scheduled day immediately after the holiday.

If you are eligible for paid holidays and on the holiday you are on a paid absence, such as vacation or sick leave, you will get holiday pay instead of the paid time off pay you would have received.

If eligible non-exempt employees work on a recognized holiday, they will receive holiday pay (8 hours regular pay) plus their wages at their straight-time rate for the hours they worked on the holiday. We do not count holiday paid time off as hours worked when calculating overtime. Any hours worked over 40 hours in that week will be paid at the overtime rate of one and one half times the regular rate of pay.

**VI. Center Specific Employee Benefits**

Discovery Point offers eligible employees multiple benefits. The required benefits include Social Security, workers' compensation, and unemployment insurance. There are several factors that decide if you are eligible for a benefit. One important factor is your employment classification. See the Center Director or Owner to find out which benefit programs apply to you.

The following benefit programs are available to eligible employees:

* Life Insurance
* Dental Insurance
* Vision Insurance
* Disability Insurance
* Supplemental (Accident and Critical Illness)
* College Savings Plan
* Employee Assistance Program
* Direct Deposit
* Holidays
* Personal Time Off
* Child Care Benefits

**Center Specific Child Care Benefits**

Discovery Point provides childcare assistance to all eligible employees as a benefit of employment. Discovery Point will subsidize 33 percent of normal tuition fees. Multi-child discounts do not apply to employees’ children. Because of the extended and irregular hours required by Management, Discovery Point will subsidize 100 percent of their children’s tuition fees. Employees may qualify for a federal tax credit for tuition fees; the exact percentage depends on the federal tax code.

All employees must adhere to the same enrollment and attendance policies that regular customers observe. Employees’ childcare tuition will be deducted directly from pay checks.

Facility hours are compatible with work schedules. Therefore, childcare services for employees’ children are limited to no more than the daily hours that the employee works. Employees receive discounted tuition rates for this reason. When the employee leaves at the end of her regular work shift, the child must leave with the employee. Employees are not required to take the child off the premises during the regular lunch break. For child care beyond the employee’s working hours, the employee will be charged the non-discounted rate. If the employee is sick and the children attend, regular rates will be charged.

The employee will be charged the full rate for special optional services, including field trips and extra programs.

***Calculating Child Care Discounts for Part-Time Employee Children***

For part-time employees’ children, an hourly rate for childcare is determined using the following calculation:

Determine the Center’s weekly tuition rate for the child’s age group.

Divide the Center’s weekly rate by 40 hours to arrive at an hourly rate.

Multiply that hourly rate by 67% to determine the discounted hourly rate.

Multiply the discounted rate by the number of hours the employee works.

If an employee has multiple children attending the Center, follow the same discount procedure to determine tuition rates for each additional child. Multiple child discounts do not apply to employees’ children

**III. HEALTH & SAFETY**

**Safety Standards**

Discovery Point is committed to providing a safe and healthy work environment for all employees, customers, and visitors. This safety program outlines the Company’s commitment to preventing accidents and injuries, ensuring compliance with occupational safety and health regulations, and promoting a culture of safety within the organization. The Owner is responsible for implementing, administering, monitoring, and evaluating the safety program. Employees are expected to always observe safe work practices.

You must immediately report any unsafe condition you observe to the Center Director or Owner. If you violate Discovery Point safety standards, you may be subject to disciplinary action, up to and including termination of employment. Violations include causing a hazardous or dangerous situation, not reporting a hazardous or dangerous situation, and not correcting a problem even though you could have corrected it. It is very important that you tell the Center Owner immediately about any accident that causes an injury, no matter how minor it might seem at the time. When you report it quickly, we can investigate the accident promptly, follow the laws, and start any appropriate insurance and worker's compensation processing.

**Workers' Compensation Insurance**

The Company provides comprehensive workers' compensation insurance coverage, as required by law, which covers any injury or illness arising out of and in the course of employment that requires medical, surgical, or hospital treatment. Workers' compensation provides compensation for medical expenses and wage losses to employees who are injured or who become ill because of employment. The Company pays the entire cost of workers' compensation insurance. The insurance provides coverage for related medical and rehabilitation expenses and a portion of lost wages to employees who sustain an injury on the job.

The Company abides by all applicable state workers' compensation laws and regulations. If an employee sustains a job-related injury or illness, no matter how minor it may initially appear, it is very important that you inform the Center Director or Owner **IMMEDIATELY.** Prompt reporting helps to make sure that you qualify for coverage as quickly as possible and allows the incident to be investigated promptly.

When an employee is injured in a work-related accident, a post-accident drug test must be conducted immediately after the accident, no later than 6 hours after the time of the accident. Refusal to submit to a drug screen may result in immediate termination. Failure to report a job-related injury or illness immediately may affect coverage.

In cases of true medical emergencies, report to the nearest emergency room. The Company provides a panel of physicians which can be found on the Center postings. If you have questions about the list of physicians, please contact the Center Director.

**Drug and Alcohol-Free Workplace**

All employees are prohibited from doing any of the activities listed below, at any time during working hours (including meal and break periods), while on Discovery Point property (leased or owned), or while performing work related duties (whether on or off Company property):

1. Possessing or using alcohol
2. Possessing or using illegal drugs
3. Being under the influence of alcohol, a controlled substance or an illegal drug
4. Driving a Company vehicle or driving a personal vehicle for Company business while under the influence of alcohol, an illegal drug, or controlled substance
5. Distribution, sale or purchase of an illegal drug or controlled substance

The above prohibitions do not include the proper use of prescribed medications, provided that the employee complies with their physician’s orders and the employee’s use of the prescription medication does not create a safety hazard for the employee or other Company employees.

The Company reserves the right and hereby notifies all employees that the Company may conduct drug testing at any time in accordance with both federal and state laws. The Company will keep the results of any required drug testing confidential. If you have a work-related injury or illness, a drug test will also be required. If you refuse to be tested for drugs or alcohol, you will be subject to disciplinary action, up to and including termination of employment.

If you have questions or concerns about substance dependency or abuse, you can discuss these matters with the Center Director to get help and referrals to community resources.

State Law requires Discovery Point to report employee drug and alcohol convictions. You must report any drug related convictions within 5 days of the conviction.

If you have questions about this policy or issues related to drug or alcohol use at work, you can raise your concerns with the Center Director or the Owner without fear of reprisal.

**Smoking Policy**

To provide a safe and healthy work environment, Discovery Point prohibits the use of tobacco and related products, which includes products that emit any type of smoke or vapor anywhere throughout the workplace and on the Discovery Point property and premises, including cars within the parking lot area. Tobacco and related products include cigarettes, vape pens, cigars, pipes, chewing tobacco, and any other substance that contains tobacco or any product that emits any type of smoke or vapor and chargers for these devices.

“Third-hand smoke” is residual contamination from cigarette smoke toxicants that can linger on surfaces long after cigarettes have been extinguished. Infants and children are especially susceptible to third-hand smoke exposure because of their immature respiratory and immune systems. Childcare providers with third-hand smoke on their clothing thus inadvertently jeopardize the health of infants and children in proximity. We respectfully request that you refrain from wearing clothing that is contaminated with third-hand smoke.

This policy applies equally to all employees as well as to our customers and visitors.

**Infectious and Communicable Disease Policy**

Discovery Point is committed to providing a safe and healthy workplace, including during an infectious or communicable disease outbreak. The Company will take proactive steps to protect employees and the workplace. It is the goal of Discovery Point during any such infectious or communicable disease outbreak to strive to operate effectively and ensure that all essential services are continuously provided and that employees are safe within the workplace.

During an infectious or communicable disease outbreak, we are committed to providing authoritative information about the nature and spread of the disease, including symptoms and signs to watch for, as well as required steps to be taken in the event of an illness or an outbreak. During any such outbreak, the Company will regularly monitor guidance from the Center for Disease Control and Prevention ("CDC") and any applicable statewide health departments, to ensure the Company is following available best practices. The Company will also provide updates to the workforce as appropriate, including regarding Company policies and practices. Company policies and practices will address how the Company and employees should prevent the spread of infection in the workplace, risk relevant to the employee's job or work environment. If you believe you have an infectious or communicable disease or have been exposed to an infectious or communicable disease, you are expected to stay home and seek medical attention if needed.

The Company will not discriminate against a job applicant, or an employee based on the individual having an infectious or communicable disease. The Company reserves the right to exclude a person with an infectious or communicable disease from the workplace facilities, programs, and functions if the Company finds that such restriction is necessary for the welfare of the person with the infectious disease and/or the welfare of others within the workplace. The Company will comply with all applicable statutes and regulations that protect the privacy of persons who have an infectious or communicable disease. Every effort will be made to ensure procedurally sufficient safeguards are in place to maintain personal confidence about persons who have infectious or communicable diseases.

**Workplace Violence Prevention**

The Company is concerned about the welfare of all employees and has a strong commitment to providing a safe, healthy, and secure work environment. The Company expressly prohibits any acts or threats of violence by any employee against any other employee in or around the Company premises as well as customers, independent contractors, or visitors while they are engaged in business with or on behalf of the Company, on or off Company premises.

The list of behaviors below, while not inclusive, provides examples of conduct that is strictly prohibited, regardless of the relationship between the parties involved in the incident:

* 1. Causing physical injury to another person
	2. Making threatening remarks
	3. Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress
	4. Intentionally damaging Company property or property of another employee
	5. Menacing or threatening phone calls
	6. Veiled threats or physical harm or similar intimidation
	7. Committing acts motivated by or related to sexual harassment

Any employee who is subjected to or threatened with violence by a co-worker, customer, independent contractor, or vendor, or is aware of another individual who has been subjected to or threatened with violence is to report this information to the Center Director. All reports of workplace violence will be taken seriously and will be investigated. Any employee determined to have committed any acts or threats of violence will be subject to disciplinary action, up to and including termination of employment. The Company will not tolerate any form of retaliation against any employee for making a report under this policy.

The Company will promptly and completely investigate all reports of violent acts or threats of violence. The Company will also promptly and completely investigate all suspicious people and activities and will protect the identity of a person who makes a report when practical. Until the report has been investigated, we may suspend an employee, either with or without pay, if we think it is necessary for safety reasons or to do the investigation. If you are having a dispute with another employee, we encourage you to talk it over with the Center Director. Discovery Point will make efforts to help provide a solution before the issue becomes more serious or violent.

All employees who apply for or obtain a protective or restraining order that lists Discovery Point locations as being protected areas must provide the Company with a copy of the petition and declarations used to seek the order, a copy of any temporary protective or restraining order that is granted, and a copy of any protective or restraining order that is made permanent. Employees must provide these documents to the Center Director or Owner as soon as possible after receiving them. Employees should also notify the Center Director or Owner if a potentially violent situation exists that could result in violence in the workplace.

**Workplace Bullying**

Workplace bullying is repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment. Employees found in violation of this policy will be disciplined, up to and including termination of employment.

Bullying may be intentional or unintentional. However, it must be noted that where an allegation of bullying is made, the intention of the alleged bully is irrelevant and will not be given consideration when determining the appropriate disciplinary action. Workplace bullying often involves an abuse or misuse of power and it often intimidates, degrades, offends, or humiliates a worker, often in front of others. The Company considers the following types of behavior examples of bullying:

* **Verbal bullying**: Slandering, ridiculing or maligning a person or their family; persistent name calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks; unwarranted or invalid criticism; blame without factual justification; exclusion or social isolation; excessive monitoring; spreading malicious rumors.
* **Physical bullying:** Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault; damage to a person's work area or property; sabotaging work.

Workplace bullying is not expressing differences of opinion over ideas or work processes, offering constructive feedback, a personal clash or difference between two people, different communication styles, making a legitimate complaint about another employee's conduct, or reasonable management action, such as about job duties and work to be performed, workloads and deadlines, work instructions, supervision, and feedback, work evaluation, and performance management.

**Mandated Reporting of Suspected Abuse or Neglect**

Each person that works with children in any capacity (cook, teacher, assistant teacher, and management) is considered a professional mandated reporter. This means that it is **each individual's** responsibility to correctly document signs or symptoms of abuse or neglect and report these signs to the county or state child protection agency for investigation.

The Discovery Point Policy for handling reporting and each individual state's policy for handling reporting is thoroughly covered during the New Employee 3 Day Onboarding Plan. Each new employee and management personnel signs off on the training agenda, verifying that they have received training in Mandated Reporting of Abuse and Neglect and Discovery Point’s Behavior Management Policy.

In addition to this onsite training of a new employee or manager, the state of Georgia requires each employee to have 2 hours of state approved Mandated Reporting of Abuse and Neglect Training per year. The state of Florida includes Mandated Reporting as one of the required topics included in the first 40 hour training course that each employee must complete within the first 90 days of hire. Mandated Reporting is including in the both the North Carolina Early Childhood Credential and the North Carolina Early Childhood Administrator Credential.

**Discovery Point Policy on Reporting Suspected Child Abuse or Neglect**

**1. Document**
It is the responsibility of the teacher or staff who first recognized signs of abuse or neglect to fill out a report on the SAME day the signs are first observed. The report should include the name, age and gender of the child. The specific signs or symptoms observed should be noted and the date they were observed. Any conversation with the child about the injury or symptom should be written verbatim.

**2. Communicate to Management**
The report should be turned in immediately to the management and a decision made THAT SAME DAY to decide if this is a case warrants an immediate report (cigarette burns, clear welts from belt or other "patterned" intentional injury, child disclosure of physical or sexual abuse) **OR**if this is a case that needs additional documentation (first observed neglect, ill-fitting clothing or clothing inappropriate for the weather, easily explain injury, poor hygiene.) Signs or symptoms of this nature may need to be observed in a pattern or multiple signs to be observed before a report is made.

**3. In suspected neglect or mild injury, communicate with parents for clarification.**
Management communicates concerns with parents to see if reasonable explanation if forthcoming.
Bubble bath may be causing frequent urinary tract infections, a new sport league may explain new bruises. Document conversation with parents and add to initial report. Communication should come from a place of concern for the entire family and is not for the center to investigate or place blame. If concerns are not addressed to both the satisfaction of the teacher and management or if signs are noted even after explanation, then a report needs to be made.
**Cases of witnessed physical abuse, evidence of serious physical injury, or suspected sexual abuse, do NOT contact parents, but move immediately to report.**

**4. Report to county or state agency.**
Document time of report, who took the call at the agency and contact information for follow up and add to the initial report. Call the agency the following week to ensure that a case number has been assigned and an investigation is forthcoming. Document the second call and add it to initial report.
 **5. Report to DPFI within 24 hours any report made to a county or state agency.**

While it is preferable that teachers follow this policy and work closely with their management to document and report suspected cases of abuse and neglect, it is still the teacher's (or observing staff's) responsibility to make sure a report is made. If, at any time, the teacher or staff feels that management is slow in following the steps or doesn't feel that management understands the severity of the situation, THE TEACHER SHOULD MAKE HIS OR HER OWN REPORT to the state and to DPFI, being sure to document all observed signs and symptoms, conversations with management, and date of formal report.

**To report suspected child abuse or neglect in Georgia:**
<https://oca.georgia.gov/child-abuse-and-neglect-reporting>
1-855-422-4453

**To report suspected child abuse or neglect in Florida:**
1 - 800-962-2873
<https://www.myflfamilies.com/services/abuse/abuse-hotline>

**To find the correct state agency:**<https://www.childwelfare.gov/state-child-abuse-and-neglect-reporting-numbers>

Failure to report abuse is a violation of the law and a Class A misdemeanor, carrying a sentence of up to three months imprisonment, a fine or both. Those who report and “act in good faith” are immune from any civil or criminal charges which may result. The reporter has the right to remain confidential and anonymous.

NOTE: Abusive behavior of any kind by a Discovery Point staff member is grounds for immediate termination and must be reported to both the county child protection agency and state childcare licensing agency. If staff witnesses out of character behavior, high frustration levels, unacceptable tone of voice from co-workers, they need to report it to management immediately.

**IV. PERFORMANCE MANAGEMENT**

**Employee Conduct and Work Rules**

We expect you to follow certain work rules and conduct yourself in ways that protect the interests and safety of all employees and Discovery Point.

While it is impossible to list every action that is unacceptable conduct, the following lists some examples. Employees who break work rules such as these may be subject to disciplinary action, up to and including termination of employment:

* Unauthorized or inappropriate use of Internet or computer equipment or any other company owned equipment
* Sexual abuse of a child or engaging in or permitting others to engage in sexually overt conduct in the presence of a child
* Theft or inappropriate removal or possession of property of Discovery Point, other employees or anyone else associated with Discovery Point
* Falsification of timekeeping records or any other information related to your employment
* Working under the influence of alcohol or illegal drugs
* Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment
* Fighting or threatening violence in the workplace
* Boisterous or disruptive activity in the workplace
* Negligence or improper conduct leading to damage of employer-owned or customer-owned property
* Insubordination or other disrespectful conduct
* Violation of safety or health rules
* Smoking in the workplace
* Sexual or other unlawful or unwelcome harassment
* Possession of dangerous or unauthorized materials in the workplace such as explosives or firearms
* Excessive absenteeism or any absence without notice
* Unauthorized absence during the workday/ leaving children unsupervised
* Unauthorized use of telephones, mail system, or other employer-owned equipment
* Unauthorized disclosure of business "secrets" or confidential information about parents, children, or staff
* Sleeping while performing the duties of the job

There are also State Childcare rules concerning the discipline of children. These rules are listed in the Termination section of this employee handbook. Violation of these rules will result in immediate termination.

**Personal Appearance – Center Specific Dress Code**

Discovery Point staff members are expected to dress appropriately and to maintain good grooming habits.

Depending upon the season, employees must wear Discovery Point clothing, which consists of: T-shirt, sweatshirt, polo shirt, sweater, jacket or smock, as selected by the Owner. The employee may select coordinating black- or khaki-colored slacks or skirt. Capris or Bermuda shorts may be worn in the summer months if authorized by the Center. All shoes should be closed toe, closed back shoes. Clothes that allow free movement are recommended.

Tattoos must be covered and/or not visible. Only ear piercing or religious piercing are allowed.

Certain clothing is unacceptable, including the following:

* No jeans, shorts, or sweats are permitted, except on special field trips, or authorized by the Center.
* Mini-skirts, halter tops, bare midriffs, clothing with inappropriate graphics or designs, or similar items of clothing are not acceptable dress for the childcare setting.
* High heels, “flip-flops”, and open-toed shoes are not allowed.

If you need guidance in determining the proper work attire for a childcare center, you should consult with the Center Director.

Where necessary, Discovery Point may make a reasonable accommodation to this policy for a person with a disability or for religious reasons.

**Introductory and Training Period**

There is an introductory and training period for all new and rehired employees for the first ninety (90) calendar days after their date of regular employment. This provides an opportunity for new employees to become acquainted with and trained on their job responsibilities.

Any significant absence will automatically extend an introductory period by the length of the absence. If the Company determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended for a specified period.

This policy does not guarantee employment for ninety (90) days or for any extension of the introductory and training period. As an at-will employee, both you and the Company are free to terminate your employment at any time during the introductory period and at any time after the completion of the introductory period, with or without cause or notice.

**Training and Development**

The Employee Training Handbook provides all staff members with important information about Discovery Point policies and operating procedures The Director, Assistant Director, and Lead Teachers will work closely with team members to train and develop them to perform their jobs effectively and meet center and company expectations. Contact the Director or Owner if you have any questions regarding your job.

***State Requirements***

Discovery Point Child Development Centers comply with all state requirements for teachers’ training and education. Discovery Point requires that each teacher maintain first aid and CPR certification. Each state also requires an amount of childcare related training at least every year. The staff orientation checklist provides a listing of Discovery Point requirements, as well as state requirements, for all management and staff. Discovery Point is required to provide evidence of compliance with these requirements to state childcare licensing consultants. Upon hire or completion of new hire training, employees must immediately submit a photocopy of any certificates, or other evidence of training to Management.

***New Teachers and Staff Members***

New employees who do not hold current first aid and CPR certification, current childcare training certificates, and all additional state required training shall participate in the proper courses within the first year of employment.

Acceptable training includes the following:

* Red Cross first aid and CPR, or equivalent course that is certified
* Related workshops (i.e., early childhood education)
* Planned conferences or seminars on topics related to the childcare industry
* Training courses provided by accredited schools
* Child Development Associate Program
* Training courses approved by the Department of Human Resources or other state agency, including online courses.

Resources are provided for you to obtain all state required training. Teachers are required to pay for their own courses and training if they choose to take courses outside of the center.

***All Teachers and Staff Members***

Discovery Point expects all Teachers and Staff Members to continually upgrade and improve their teaching techniques and abilities, over and above the state minimum requirements. The best methods include reading books and articles on child behavior and learning, taking classes pertaining to the field, discussing specifics with other teachers and Management, asking questions, attending staff meetings, and observing others carefully.

On an annual basis, all Teachers, Management, Staff, and Owners are required to reread all Discovery Point manuals pertaining to their jobs. All are required to sign the Acknowledgment Form confirming that they have reread all manuals and agree to follow and abide by all Discovery Point policies and manuals.

***3 Day Onboarding***

All new teachers, staff, and substitutes must be oriented in all state rules and regulations and all Discovery Point handbooks before being assigned to children and their tasks. The Onboarding Checklist for each employee specifies all state and Discovery Point requirements for continued employment at Discovery Point.

**Disciplinary Procedures**

Whenever the Company deems it appropriate, progressive disciplinary action will be taken to address issues such as poor work performance or misconduct. The progressive disciplinary policy is designed to provide a corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues.

Outlined below are the steps for the progressive disciplinary process. Discovery Point reserves the right to combine or skip steps in this process depending on the facts of each situation and the nature of the offense. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling and/or training; the employee's work record; and the impact the conduct and performance issues have on the organization.

The following outlines Discovery Point’s progressive disciplinary process:

* **Verbal warning:** A Center Director or Owner verbally counsels an employee about an issue of concern, and a written record of the discussion is placed in the employee's file for future reference.
* **Written warning:** Written warnings are used for behavior or violations that the Center Director or Owner considers serious or in situations when a verbal warning has not helped change unacceptable behavior. Written warnings are placed in an employee’s personnel file. Employees should recognize the grave nature of the written warning.
* **Suspension and Final Written Warning:** There may be performance, conduct or safety incidents so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace. When immediate action is necessary to ensure the safety of the employee or others, the Center Director or Owner may suspend the employee pending the results of an investigation.

Suspensions that are recommended as part of the normal progression of this progressive discipline policy and procedure are subject to approval from a next-level manager.

Depending upon the seriousness of the infraction, the employee may be suspended without pay in full-day increments consistent with federal, state and local wage-and-hour employment laws. Non-exempt/hourly employees may not substitute or use an accrued paid time off (PTO) sick day in lieu of the unpaid suspension. Due to Fair Labor Standards Act (FLSA) compliance issues, unpaid suspension of salaried/exempt employees is reserved for serious workplace safety or conduct issues.

Pay may be restored to the employee if an investigation of the incident or infraction absolves the employee.

* **Recommendation for Termination of Employment:** The last and most serious step in the progressive discipline procedure is a recommendation to terminate employment. Generally, Discovery Point will try to exercise the progressive nature of this policy by first providing warnings, final written warning, and/or suspension from the workplace before proceeding to a recommendation to terminate employment. However, Discovery Point reserves the right to combine and skip steps depending upon the circumstances of each situation and the nature of the offense. Furthermore, employees may be terminated without prior notice or disciplinary action.

Management’s recommendation to terminate employment **must** be approved by Center Owner.

Nothing in this policy provides any contractual rights regarding employee discipline or counseling nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between Discovery Point and its employees.

***Appeal Process***

Employees will have the opportunity to present information that may challenge information management has used to issue disciplinary action. The purpose of this process is to provide insight into extenuating circumstances that may have contributed to the employee performance and/or conduct issues while allowing for an equitable solution.

Employees who do not present this information during any of the step meetings will have five business days after that meeting to present information.

***Performance and Conduct Issues Not Subject to Progressive Discipline***

Behavior that is illegal is not subject to progressive discipline and may be reported to local law enforcement. Theft, intoxication at work, fighting, and other acts of violence are also not subject to progressive discipline and may be grounds for immediate termination.

***Documentation***

The employee will be provided with copies of allprogressive discipline documentation, including all performance improvement plans. The employee will be asked to sign copies of this documentation confirming receipt and understanding of the corrective action outlined in these documents. Copies of these documents will be placed in the employee’s official personnel file. Discovery Point reserves the right to determine the appropriate level of discipline for any inappropriate conduct, including oral and written warnings, suspension with or without pay, demotion and discharge.

**Employment Termination**

There can be many reasons why employment may terminate. The following are some of the most common reasons for termination of employment:

* Resignation - voluntary employment termination initiated by an employee.
* Discharge - involuntary employment termination initiated by the organization.
* Job Abandonment – Employees who are not on an approved leave and who fail to report to work without contacting their supervisor for three (3) consecutive workdays shall be considered to have abandoned the job without notice, effective at the end of their normal shift on the third day.

An exit interview will usually be scheduled if you terminate. At the exit interview, topics will be discussed such as benefits, benefits conversion rights (COBRA), repayment of any outstanding debt to Discovery Point, or return of Discovery Point-owned property.

Since your employment with Discovery Point is voluntary and at will, you may terminate your employment at any time, with or without cause or advance notice. Likewise, Discovery Point may terminate your employment at any time, with or without cause or advance notice.

Your benefits are affected by termination in several ways. All accrued, vested benefits that are due and payable at termination will be paid out. You may be allowed to continue some benefits by paying for them yourself. You will be notified in writing about which benefits you can continue and the limitations and details of how to continue them.

Reasons for immediate termination include violation of the State Child Care Licensing Rules on the discipline of children:

(1) Disciplinary actions used to correct a child's behavior, guidance techniques and any activities in which the children participate or observe at the center shall not be detrimental to the physical or mental health of any child.

(2) Personnel shall not:

(a) Physically or sexually abuse a child or engage or permit others to engage in sexually overt conduct in the presence of any child enrolled in the center

(b) Inflict corporal/physical punishment upon a child

(c) Shake, jerk, pinch or handle a child roughly

(d) Verbally abuse or humiliate a child which includes, but is not limited to, the use of threats, profanity or belittling remarks about a child or his family

(e) Isolate a child in a dark room, closet or unsupervised area

(f) Use mechanical or physical restraints or devices to discipline children

(g) Use medication to discipline or control children's behavior without written medical authorization issued by a licensed professional and given with the parent's written consent

(h) Restrict unreasonably a child from going to the bathroom

(i) Punish toileting accidents

(j) Force-feed a child or withhold feeding a child regularly scheduled meals and/or snack

(k) Force or withhold naps

(l) Allow children to discipline or humiliate other children

(m) Confine a child for disciplinary purposes to a swing, highchair, infant carrier, or restraining seat

(n) Commit any criminal act as defined under federal or state childcare regulations in the presence of any child enrolled in the Center

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**Employee Acknowledgement Form**

The employee handbook describes important information about Discovery Point. I understand that I should consult the Center Director if I have any questions that are not answered in the handbook.

I became an employee at Discovery Point voluntarily. I understand and acknowledge that there is no specified length to my employment at Discovery Point and that my employment is at will. I understand and acknowledge that "at will" means that I may terminate my employment at any time, with or without cause or advance notice. I also understand and acknowledge that "at will" means that Discovery Point may terminate my employment at any time, with or without cause or advance notice, if they do not violate federal or state laws.

I understand and acknowledge that there may be changes to the information, policies, and benefits in the handbook. The only exception is that Discovery Point will not change or cancel its employment-at-will policy. I understand that Discovery Point may add new policies to the handbook as well as replace, change, or cancel existing policies. I understand that I will be told about any handbook changes, and I understand that handbook changes can only be authorized by the President/CEO of Discovery Point or by the Center Owner depending on the policy.

I understand and acknowledge that this handbook is not a contract of employment or a legal document. I have received the handbook and I understand that it is my responsibility to read and follow the policies contained in this handbook and any changes made to it.

Employee's Name (printed): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee's Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_