

Ithaca Community Childcare Center, Inc.
Employee Handbook



Approved by the Board of Directors
of Ithaca Community Childcare Center

April 24, 1996

Revised August 16, 2002

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The Management of **Ithaca Community Child Care Center** welcomes you as a member of our team. Whether you are a new employee, or have been with us for some time, you are our most important and valued asset. We hope you feel comfortable with your work environment and with the people around you.

Sincerely,

Executive Director

I. INTRODUCTION

A. MISSION STATEMENT

IC3 is committed to providing families with the highest standard of child inspired, professionally nurtured care and opportunities for learning.

Ithaca Community Childcare Center provides a safe, nurturing and developmentally appropriate program which fosters active learning, support for the whole child, and a child centered environment. We foster innovation. We embrace team work. We strive for excellence. We respect and support families. We commit to service at all levels. We respect and appreciate diversity. We actively listen and seek to understand. We communicate openly and productively. We use resources creatively and responsibly. We abide by the NAEYC Code of Ethics and Statement of Commitment.

Our Vision is to be nationally recognized as an outstanding childcare center.

B. PREFACE

We have prepared this Handbook to provide you with information about our policies, rules, and present benefits. Please set aside some time to become familiar with this Handbook. It will be very helpful in answering many questions that arise. We recognize, however, that no Handbook can answer every question. If you do not find an answer to your particular question in this Handbook, or if you would like a particular policy or procedure clarified, please feel free to ask your immediate Supervisor or the Executive Director or Program Director. They will be glad to help you answer every question.

This Handbook is not a contract of employment or a promise of continued work. Consequently, this Handbook does not alter, amend, or change in any way your employment status. This Handbook should not be read to create a contractual relationship between an “employee at-will” and IC3. “At-will employees” are free to resign at any time, with or without notice. Of course, the Center has the same right, and can terminate your employment at any time for any reason.

From time to time, changes in policies or benefits may become necessary and may have to be instituted without advance notice. We will, however, try to keep you informed of all changes as soon as possible through the distribution of replacement pages in your handbook. Any conflict between this Handbook and our policies or benefit plans will be resolved in favor of the then current policies and plans.

C. EMPLOYMENT PHILOSOPHIES

1. Grievance And Communications: Our Open Door Policy

Each person shall act in a responsible manner and continually strive to improve the Center’s operational efficiency and well being. It is our goal to have at all times a pleasant and productive working environment. Our ability to achieve this goal depends upon all of us showing mutual respect, and upon our maintaining open lines of communication. Therefore, we have an "Open Door Policy." This means that if you have any questions about your job, complaints of any kind, or opinions about matters which affect your employment, we encourage you to discuss them first with your immediate Supervisor and then followed by the Executive Director or Program Director if you feel appropriate.

We are eager to help you with any work-related problems, or listen to your suggestions or complaints. If we do not know about your problems, suggestions, or complaints, we cannot begin to address them. We encourage your input. Our doors are always open, and we hope that you will help keep the lines of communication between us open at all times.

2. Equal Employment Opportunity

The Center is proud to be an equal opportunity employer. It is our policy to grant equal employment opportunities to all qualified applicants and employees without regard to their race, color, religion, sex, sexual orientation, marital status, age, national origin, citizenship status, disability, veteran status, or any other protected classification.

If you feel that you have been discriminated against in any respect, you should immediately bring the matter to the attention of the Executive Director or Program Director. If you feel you have been discriminated by the Executive Director, you should bring the matter to the attention of the President of the Board of Directors. Be assured that all such complaints will be treated with the utmost confidentiality and will be thoroughly reviewed by management.

3. Sexual Harassment

IC3 forbids all forms of sexual harassment. Accordingly, sexual harassment by anyone, including fellow employees and patrons, will not be tolerated.

In furtherance of the Center policy to provide each of you with a work environment free from sexual harassment, we will not tolerate employees, patrons, vendors, volunteers, or anyone else associated with our business, or any Center guest engaging in any action or conduct which could be viewed as sexual harassment, including but not limited to:

- a. Unwelcome sexual advances;
- b. Requests for sexual acts or favors;
- c. Any statement or implication that submission to or rejection of sexual conduct could affect any aspect of an individual's employment with the Center; and
- d. Other verbal or physical conduct of a sexual nature.

Activities of this nature are against the law, serve no legitimate purpose, and have a disruptive effect on your ability to perform the job properly. The Center takes allegations of sexual harassment very seriously and will actively investigate all sexual harassment claims. If it is determined that sexual harassment has occurred, management will take appropriate action. Any employee who has a complaint of sexual harassment at work by anyone, including administration,

supervisors, co-workers, or guests, should immediately bring the matter to the Director's attention. All complaints will be handled with the utmost discretion and will receive a thorough investigation.

Because of their sensitive nature, all complaints of sexual harassment will be investigated with care. The privacy of the complaining person and the person accused of sexual harassment will be respected to the extent possible.

II. EMPLOYMENT PRACTICES

A. EMPLOYEE CLASSIFICATIONS

The Center has three employment classifications: salaried employees, temporary employees and hourly employees. Your employee classification affects the method by which the Center compensates you and your eligibility for benefits. You will be informed of your status. You will be informed of your employee classification in your employment letter and given a copy of your job description during the orientation period.

B. NEW EMPLOYEE ORIENTATION PERIOD

Each new employee of IC3 will be provided with a copy of this Personnel Manual and other policies which are appropriate to the laws which govern this profession.

If you are a new employee, the first six months of your employment will be considered an orientation period. This period will give you time to become acquainted with your job, and it gives us an opportunity to fairly evaluate your progress and potential with our Center. If, during the six months you fail to qualify for continued employment, you will be informed of the Center's decision. Of course, participation in or completion of the orientation period does not affect your status as an at-will employee.

We intend to help you successfully complete your orientation period by providing you with the necessary information and instruction to perform your job. Your co-workers and Age Group Leaders are also available to help you in any way they can. Therefore, feel free to let those individuals know if you have any problems or questions regarding the work assigned to you.

Please let us know if our directions are unclear or you do not understand something. We want to see you succeed in every way possible.

During the orientation period, the employee's supervisors will decide whether the Center believes the employment relationship should not be continued. Administrative and support staff are supervised by the Executive Director. Program staff is supervised by their Age Group Team Leader and the Program Director. The Executive Director is supervised by the Executive Committee.

C. DOCUMENTATION REQUIRED BY ALL EMPLOYEES

The New York State Office of Children and Family Services which is our licensing agency, also requires certain documents to be on file for each employee. Contact the Program Director for more specific information regarding the following requirements.

1. Clearance by State Central Register of Child Abuse and Maltreatment, as well as clearance by the criminal history review unit which necessitates providing a finger print.
2. Statement or summary of employment history, including but not limited to any relevant childcare experience.
3. Three references other than relatives.
4. Sworn statement indicating whether the employee has ever been convicted of a misdemeanor or felony in New York State or any other jurisdiction. **No person may be a staff member or volunteer in a childcare program who has been convicted of a crime against children.**
5. Drug-free statement.
6. Evidence of annual required professional development training.
7. Physician's Statement and Tuberculin Test Requirement: All employees must submit a statement from a physician, physician's assistant or nurse practitioner before employment verifying that the employee is physically and mentally fit (with or without reasonable accommodation) to provide child care and is free from

communicable disease. The statement must also include the results of a tuberculin test performed within the twelve months preceding the date of employment. An updated medical statement and tuberculin test results must be submitted to the Center every two years thereafter.

8. Diploma evidencing employees' highest level of education (transcripts acceptable).

D. PERSONNEL RECORDS

The Center maintains personnel records for every employee. The information contained in your personnel file is needed to send you mail, properly maintain your insurance and other benefits, compute your payroll deductions and otherwise comply with various state and federal laws and regulations. It is important to both you and the Center that your personnel record is kept accurate and up to date. Therefore, we ask that you immediately notify the Center, in writing, if there are any changes in the following information:

- a. Change of your address and/or telephone number;
- b. Change in your marital status (for insurance purposes);
- c. Change in your name;
- d. Change in the person you designated to be notified in case of an emergency;
- e. Change in the status of your W-4 exemptions;
- f. Convicted of a felony or any other crime that is related to the provision of child care

All such information will be treated as highly confidential and will only be available to the employee and those people with a need to know the information.

A requirement of employment at our center is to provide three references. Attaining references is an important step in the hiring procedure. We believe it is also necessary to provide an accurate reference for you at the time you depart the Center.

Due to the nature of our work, i.e. working with children we must be candid on all references and reference requests. If you are leaving the Center and do not expect a favorable reference, please do not ask for one. However, if a prospective employer calls for a reference it will be our policy to review your personnel file and advise of performance appraisals and any disputed items that you indicated therein, i.e. you have the option of disputing any negative feedback that is documented on performance reviews. Our commitment to children requires us to be honest. In the event that a negative reference is forthcoming, we will supply facts only not opinions.

E. HOURS OF WORK

1. The Center and Kendal at Ithaca is open from 7:30 a.m. to 5:30 p.m. Monday-Friday. The School Age Program operates from 2:00 – 5:45 p.m. Monday – Friday, except for full days when it is open from 8:00 – 5:30 p.m. Hours of operation may be revised by the Board of Directors and/or Executive Director, as needed.
2. Pay Week: Runs Sunday through Saturday.
3. Scheduling: the schedules of salaried employees vary depending on the requirements of each position. Scheduled work time may include staff and team meetings, parent conferences and classroom preparation. All decisions regarding staffing are the discretion of the Executive Director and Program Director. Classroom teachers are required to equitably share the early and late shifts. Exceptions to this may be granted by the Executive Director and Program Director in cases where both teachers agree to the terms of the schedule and the classroom parents are supportive of this arrangement. All arrangements shall be reviewed as necessary by the Executive Director and Program Director, which will consider programmatic, personnel, and financial circumstances.

F. PERFORMANCE APPRAISALS

1. Administrative Staff

New Administrative staff is evaluated at six months and on their anniversary of being hired for their current position. All Administrative staff is evaluated yearly on their anniversary date of being hired. Parents, staff and Administration provide feedback for the evaluation. The feedback that is received is compiled by the Executive Director, or in the case of the Executive Director's review, the President of the Board is responsible. The Executive Director and the Administrative staff member will meet to review the evaluation and the compiled feedback. During this meeting, goals for improvement are set for the following year. Raises will be reflective of performance. Raises are dependent upon budgeting and are at the discretion of the Executive Director.

2. Teachers

The evaluation process for teachers is a merit-based system. New teachers are evaluated at six months and on their anniversary of being hired. All teachers are evaluated yearly on the anniversary date of being hired. Parents, Staff, and Administration provide feedback for the evaluation. The feedback that is received is compiled by the Age Group Leader and is confidential. The Teacher and the Age Group Leader will fill out a career lattice packet throughout the year. This packet is used during the yearly evaluation to determine a teacher's strengths and areas in need of improvement. The teacher and the Age Group Leader will meet to review the career lattice packet and the compiled feedback. During this meeting, goals for improvement are set for the following year. A recommendation is made by the Age Group Leader for merit increase. A teacher's merit increase is based on the information gathered in the career lattice packet. The career lattice packet is used to determine a teacher's merit pay increase. This merit pay may vary from year to year depending on the budget. Final approval for a merit increase is at the discretion of the Program Director.

3. Hourly Staff

New Teacher Assistants and Full Time Teacher Assitants are evaluated at three

months and again on their anniversary date. Parents and Staff provide feedback. The Age Group Leader compiles the feedback. The teacher assistant will meet with the co-teachers in the room. During this meeting, the teacher assistants' strengths and areas in need of improvement will be discussed and goals for the coming year will be set.

If performance issues arise, for any staff member at any time, a meeting to discuss performance will be scheduled and a time frame for improvement will be set.

G. TIME SHEETS

Time Sheets are distributed at the beginning of each pay period. Employees are required to accurately complete their time sheets each day and abide by all other rules attendant to time keeping.

III. EMPLOYEE COMPENSATION

A. COMPENSATION

We are committed to providing fair and competitive compensation, consistent with our financial condition and our periodic surveys of salaries and benefits received by similarly situated employees in the area. Salaries and raises rest solely within the discretion of the Employer.

B. PAYDAY AND PAYROLL DEDUCTIONS

Paychecks are issued on the 5th and 20th of each month and cover the preceding pay period. There are two pay periods per month, the first runs from the 1st of the month to the 15th and the second runs from the 16th of the month to the last day of the month. If a payday falls on a weekend or Center holiday, paychecks will be issued on the Friday before the weekend or holiday whenever possible.

Your check stub itemizes the amounts and descriptions of all deductions from your gross earnings such as Federal and State taxes, Social Security, other legally required deductions, and deductions which you have previously authorized the Center to make. Your Finance Manager is available to answer any questions you may have concerning your paycheck.

Paychecks will be available after 10:00 a.m. on the scheduled payday for work performed during the pay period. Employees must sign for their paychecks at the front desk. Employees must pick up their own paycheck unless another person is authorized in advance and in writing.

As a benefit of your employment, Electronic Deposit is available to all employees. You will find the appropriate forms in your welcome packet. See the Finance Manager with any questions regarding this benefit.

IV. YOUR BENEFITS: Salaried, Hourly Employees

A. IN GENERAL

Benefit eligible employees are staff that are permanent, full time (consistently scheduled to worked over 30 hours) employees that are eligible for the FLEX benefit.

You are offered a range of Center benefits. The Center views benefits as direct compensation and tries to meet the individual needs of each employee. Accordingly, each employee is encouraged to provide feedback on the type of benefits available. Moreover, the Center looks at the total cost of salary and benefit package when considering raises and current compensation to employees. The Center reserves the right to make changes or cancel any and all of the benefits described herein.

A salaried employee who works 2-9 days in a month will receive a half-day accrual and half paid benefits for that month. A salaried employee who works 10 days or more in a month will receive a full-day accrual and full paid benefits for that month.

An employee's average workday is defined in the employment letter.

1. Salaried Employees

Salaried employees accrue one sick day and one vacation day per month. Personal time accrues at the rate of 1/3 day per month. Salaried employees begin accruing vacation and personal time 6 months after employment.

2. Hourly Employees

Teacher Assistants accrue benefit time at the rate of 3 hours per month. Teacher Assistants may begin using their benefit time at the start of their employment but may not exceed 18 hours in the first six months. Teacher Assistants may take 35 hours of paid benefit time in either sick or vacation time.

Teachers in Training accrue benefit time at the rate of 3.5 hours per month. Teachers in Training may begin using their benefit time at the start of their employment but may not exceed 21 hours in the first six months. Teachers in Training may take 42 hours of paid sick time and 42 hours of paid vacation time during a budget year.

After School Counselors accrue benefit time at the rate of 2.0 hours per month. After School Counselors may begin using their benefit time at the start of their employment but may not exceed 12 hours in the first six months. Teacher Assistants may take 24 hours of paid benefit time in either sick or vacation time.

Full time Teacher Assistants accrue benefit time at the rate of 4 hours per month. Full time Teacher Assistants may begin using their benefit time at the start of their employment but may not exceed 24 hours in the first six months. Full time Teacher Assistants may take 48 hours of paid sick time and 48 hours of paid vacation time during a budget year.

Part time employees are allowed a maximum of twenty (20) days off (paid and unpaid) in a budget year.

The following benefits are made available to eligible staff. Consult your benefits letter to determine your eligibility.

B. HEALTH INSURANCE

Employees are eligible to participate in our group health insurance program. These programs provide medical insurance benefits for you and your eligible dependents. You will receive booklets which more fully describe the details of these benefits including information concerning eligibility requirements, deductibles, co-payments, etc., when you become eligible. Please make sure to read this information carefully and if you ever have any questions concerning your benefits, feel free to ask the Finance Manager.

C. CAFETERIA PLAN

IC3 offers a Cafeteria Plan to eligible employees. The Cafeteria Plan allows you to “redirect” part of your salary to purchase benefits from a “menu” of benefits, giving you the opportunity to customize your benefit package to meet your particular needs. You may select among cash or certain qualified non-taxable benefits. Additional information will be provided to you during your orientation.

The Flexible Spending Accounts (FSA) plan is another valuable Center benefit. The plan allows eligible employees to pay for certain qualified health, dental, or dependent care expenses or put money toward retirement with tax-free dollars. Under this optional plan, you are not required to pay Federal and State Income tax or Social Security Tax on qualified expenses. Your level of participation in this program is at your discretion and within legal guidelines – you choose depending on your own particular needs and circumstances.

D. OTHER INSURANCE BENEFITS

1. Workers' Compensation

Workers' compensation insurance is fully funded by the Center, and it goes into effect on each employee's first day on the job. Any medical or hospital expenses resulting from a work-related injury are covered by this policy. In addition, if your injury prevents you from working, this coverage may also pay you a percentage of your average weekly earnings depending upon the nature and extent of your injury, in accordance with State laws.

If you sustain an injury, no matter how slight, you should immediately report it to the Program Director because your failure to do so could result in the forfeiture or reduction of

your workers' compensation benefits. Additionally, an accident report form must be completed and received by the Program Director within forty-eight (48) hours of your injury or accident. The Center will, upon request, provide you with the appropriate form. In addition, if you are aware of an injury suffered by a fellow employee, sub-contractor, or independent contractor, please inform Executive Director and/or Program Director as soon as possible.

2. Social Security

Social Security benefits provide a source of supplemental retirement income. Under Federal law, the Center is required to withhold, from eligible employees' paychecks, a certain percentage of earnings for Social Security (FICA). Additionally, the Center matches this contribution dollar-for-dollar and then forwards the total amount to the federal government, where it is credited to your personal Social Security account.

3. Unemployment Insurance

The Center pays into an insurance fund established by the state for your income protection in the event you lose your job, cannot find another one, and are eligible for this benefit. The entire cost of this coverage is paid by the Center.

4. Disability Insurance

After seven (7) days absence for sickness or injury, an employee is eligible to go on disability and receive one-half pay, up to a maximum of \$170.00 per week, depending on your base salary. The employee may use accrued sick and personal time to supplement her disability pay. Terms and conditions of this coverage are set by our insurance carrier and are subject to change at any time.

5. General And Automobile Liability Insurance

The Center carries a comprehensive liability policy covering general liability and automobile liability. The general liability policy affords protection for any employed person and enrolled children involved in an accident on or off the premises, while engaged in IC3 programs.

The automobile liability policy covers the Center and its employees while transporting enrolled children to and from the Center during the course of the program. It also covers the enrolled children being transported. The limits to this policy are the same as for the general liability policy. It is important for all staff to be aware that despite this coverage, in the event of an accident, your own automobile policy may be affected, i.e. it will not preclude the possibility of suit being brought against you personally. Therefore it is recommended that staff who will be transporting enrolled children carry the maximum personal liability coverage offered under their policy. To this end, all staff transporting enrolled children will be required to provide a copy of a valid driver's license and proof of insurance to their Age Group Leader.

E. CHILD CARE BENEFIT

Benefit eligible employees who have a child enrolled at the Center are allowed a discount on the child's tuition. The child care discount may be re-formulated from time to time if the number of employees who use the child care benefit increases in a given year such that the Center is unable to stay within the budgeted amount for discounts. The Executive Director is responsible for tracking this budget and will inform staff of any necessary changes.

F. VACATION DAYS

All salaried employees are entitled to take paid vacation during the year. (Year, as used herein is our fiscal year which runs September 1 through August 31). You accrue one vacation day for each month of service beginning after you have worked six consecutive months. In your first year of service, you may accrue a maximum of 6 vacation days which you may use during that year. After your first year of service, you may accrue a maximum of 12 vacation days, to be used during the year. Vacation days may be used in hourly, half day or full day increments.

Part-time employees accrue vacation leave and may use vacation leave in accordance with this section. Part-time employees accrual rate is based on their average workday, refer to your employment letter for your average workday and accrual amount. Part time employees may use vacation days in hourly increments and are subject to maximum accruals.

In order to avoid disruption to our business, written requests for vacation need to be approved by the Program Director at least three weeks in advance of your vacation. We also ask that before taking your vacation that you make arrangements to ensure that any work in progress will be taken care of in your absence. Approval of vacation days is at the discretion of the Program Director, who reserves the right to limit vacation approvals when substitute availability is limited or during periods of high child enrollment. The procedures for requesting time off are reviewed during orientation.

All vacation, irrespective of duration, must be taken by the end of our fiscal year, August 31 (Our fiscal year runs September 1 through August 31). Any vacation time not used by August 31 will be forfeited. Employees may not receive pay in lieu of vacation days, however, at the time of resignation or termination, the employee may be paid for vacation time accrued but not used. If vacation is taken in excess of the amount accrued at the time of termination, it will be deducted from the employee's last paycheck.

When a holiday falls while you are on vacation, you will receive holiday pay for the designated day in lieu of a vacation day. However, if the Ithaca Community Child Care Center is closed due to inclement weather, an employee on vacation will be required to use a vacation or other paid day and will not receive an extra day off.

1. Seniority Days

Because we value employee loyalty, the Center is pleased to reward salaried employees who have been at IC3 longer than two (2) full years. One additional vacation day ("Seniority Day") per year is granted at the beginning of the third year of employment, and through successive years, culminating in a maximum of ten (10) seniority days. One seniority day may be carried over to the next fiscal year. These days must be requested and used in a fashion similar to vacation.

G. PAID HOLIDAYS

Each year the Center will announce the specific calendar days on which holidays will be observed. Eligible employees will receive time off with pay on each of the following Center-celebrated holidays:

New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and the Friday after Thanksgiving, Winter break (i.e., the week between Christmas and New Year's day).

The above list is subject to change depending on the dates on which specific holidays may fall. Eligible employees receive these holidays off with pay, provided the employee works the day before and the day after the holiday. Employees who are absent from work either the day before, the day after or both days will receive holiday pay provided the absence is due to a pre-approved vacation, approved personal leave day, or verified sick leave. Terminated employees will receive holiday pay only if they work the days before and following the holiday.

H. SICK LEAVE

Eligible full time employees are entitled for up to 12 paid sick days per year, they accumulate at the rate of one per month. You may use sick time in hourly, half day or full day increments. You are required to use sick time when you are unable to report to work due to illness, injury or other incapacitation, or to care for an ill child or dependent. You must notify the Scheduler as soon as possible. The procedure for this is contained in your addendum labeled Scheduling Details.

If you are absent from work for a period of more than two (2) consecutive work days you must inform the Program Director of the status of your condition and may be required to provide a physician's certificate upon your return to work. For absences of five (5) or more consecutive workdays, the employee will be required to provide a doctor's note to the Program Director.

If an employee is out sick and the Center declares an unscheduled day off (e.g., due to inclement weather) the employee will continue to use sick time for that day and will not be given an additional day off.

Unused sick days and personal hours may be carried over into the next fiscal year, up to a maximum of 24 total sick days in any given fiscal year.

Employees may not receive pay in lieu of any unused sick time. Upon termination/resignation, any accrued sick time is canceled and the employee is not paid for unused sick time. If sick time is taken in excess of the amount accrued at the time of termination, it will be deducted from the employee's last paycheck.

Part-time employees accrue sick leave and may use sick leave in accordance with this section. Part-time employees accrual rate is based on their average workday, refer to your employment letter for your average workday and accrual amount. Part time employees may use sick time in hourly increments and are subject to maximum accruals.

I. Mental Health Days

Up to two (2) sick days may be used as mental health days to reduce stress. Mental health days must be pre-approved by the Program Director.

J. PAID PERSONAL DAYS

Salaried employees receive four days of personal time per each calendar year, effective September 1st of each year. You accrue 1/3 day of personal time for each month of service beginning after you have worked six consecutive months. Personal time is for conducting personal business during normal business hours. No personal time may carry over into the following year. You must request personal time at least twenty four (24) hours in advance. If twenty four (24) hour notice is given, you need not explain why you wish to use your personal time. In the case of an emergency, personal time may be requested on less than twenty four (24) hour notice, however the Center has the discretion to grant that request based on the explanation of the need for personal time. Personal time can be used in hourly increments.

Personal time does not accumulate, but any part of personal time that is not used during the fiscal year will be added to the employee's sick leave balance up to a maximum of 24 total sick days in any given fiscal year.

Personal time may not be used in conjunction with other benefit days or holidays.

K. ABSENCE FROM THE CENTER

1. Family Medical Leave

Employees who have worked at the Center for at least one year and have worked 1,250 hours during the previous twelve (12) month period preceding leave request, may be eligible for up to a total of twelve (12) weeks of unpaid leave in a 12 month period for one or more of the following reasons:

- For the birth of a child, and to care for the newborn child;
- For the placement with the employee of a child for adoption or foster care, and to care for the newly placed child;
- To care for an immediate family member (spouse, child, or parent -- but not a parent "in-law") with a serious health condition; and
- When the employee is unable to work because of a serious health condition.

Leave to care for a newborn child or for a newly placed child must conclude within 12 months after the birth or placement.

Serious Health Condition means illness, injury, impairment, or physical or mental condition that involves:

- Any period of incapacity or treatment connected with inpatient care in a hospital, hospice, or residential medical care facility; or
- A period of incapacity requiring absence of more than three calendar days from work, school, or other regular daily activities that also involves continuing treatment by or under the supervision of a health care provider; or
- Any period of incapacity due to pregnancy, or for prenatal care; or
- Any period of incapacity or treatment therefore due to a chronic serious health condition (e.g. asthma, diabetes, epilepsy, etc); or

- A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective (Alzheimer's stroke, terminal disease, etc.); or
- Any absences to receive multiple treatments including any period of recovery therefrom by or on referral by a health care provider for a condition that likely would result in incapacity of more than three consecutive days if left untreated (e.g. chemotherapy, physical therapy, dialysis, etc.).

Leave must be request and approved in advance. If you fall into this category or think that you may, consult the Program Director for more details.

2. Professional Leave

Professional days are offered to Salaried employees during the year to promote professional growth. These days may not be carried over to future years, and may be used in hourly, half days or full day increments only. The days must be pre-approved by the Program Director or Executive Director at least ten (10) days in advance. Staff wishing to be reimbursed for professional expenses must get prior approval from the Program Director or Executive Director and submit a reimbursement request with appropriate receipts attached.

3. Jury Duty/Court Appearance

The Center encourages all employees to meet their civic responsibility by serving on a jury when called to do so and by serving as a witness if subpoenaed for any matter. The Program Director must be informed of the dates and expected duration of the jury duty or court appearances.

If full time staff are summoned for jury duty they will receive their regular pay for up to five (5) days. Part time employees will be granted leave for jury duty and may use a benefit day if they so choose. You must report to work if released for the day and more than one half of your regular shift remains.

4. Bereavement Leave

In the event of a death in your immediate family which requires you to miss work

to attend the funeral or take care of related matters, the Center will grant you up to three days paid leave. If you need additional time, we will make every effort to accommodate you subject to our business needs and your eligibility for leave.

For purposes of this policy, immediate family means: a spouse, parent, parent-in-law, grandparent, guardian, sibling, child or stepchild, or significant other.

Bereavement requests of up to two days will be considered by the Center on a case-by-case basis for family members outside the immediate family. The Program Director must be notified that you are using bereavement pay ahead of time, otherwise, personal time will be used.

Part time employees are eligible for paid bereavement leave on a pro-rated basis.

5. Military Leave

Should your employment with the Center be interrupted by active military duty or by reserve training obligations, the Center will grant you a military leave of absence and reinstatement rights in accordance with all applicable Federal and State laws.

6. Days Off Without Pay

Up to five days of unpaid time off may be requested in any given year in addition to the paid days provided in this Handbook. These will only be granted when circumstances clearly warrant as determined by the Program Director. Days off without pay cannot be used as additional vacation days. The employee's remaining benefit days must be used prior to requesting unpaid days off. Except in cases of emergency, all requests must be made in writing. Refusal or granting of requests will be at the Executive Director or Program Director's discretion.

V. EMPLOYEE SAFETY

A. DRUG AND ALCOHOL POLICY

The nature of our work it is essential that employees are “drug free”. We take this policy very seriously. The drug free policy is part of the initial paperwork and is in your employee packet. Each employee must read the policy and sign the form on the bottom and return it to the Executive Director.

B. SMOKING POLICY

In the interest of safety, health, and in accordance with New York law, the Center prohibits smoking by anyone in its facility. Smoking is not permitted anywhere on the premises including in employees’ cars. Smoking while children are in your care, such as field trips or walks is also prohibited and will result in termination or other suitable punishment at the discretion of the executive director.

C. INJURIES

Every accident or injury, regardless of how minor, occurring on the job, must immediately be reported to the Executive Director or Program Director. To that end, if you suffer a minor injury on the job, IC3 will pay the medical bill. A minor injury is one that requires no more than two treatments, no time lost from work and costs less than \$300.00. In an event of a minor injury, the employee must take the form “No Lost Time Injury Report” to the doctor or hospital attending to the injury. This form is available from the Executive Director or Program Director.

When it is determined that there will be no more than two treatments and no loss of time, then the medical bill should be forwarded to IC3. In these instances, we will not file the “C-2” or Employers Report of Accident form as a Worker’s compensation claim. The purpose is to keep our payments to Worker’s Compensation as low as possible by limiting our frequency of claims.

VI. EMPLOYMENT POLICIES

Each staff member is responsible, along with the Board of Directors and the Core Leadership Team, for ensuring the health and safety of all children in attendance, maintaining the New York State licensing, NAEYC requirements, the overall well-being of the Center, and its

reputation in the community. Many of our rules are specifically tailored to the special service we provide the community as well as the special rules we are required to follow under applicable laws.

A. CHILD ABUSE REPORTING

In accordance with the provisions of Sections 413 and 415 of the Social Services Law, the staff and Executive Director of the Center are mandated to report to the State Central Register of Child Abuse and Maltreatment whenever there is reasonable cause to suspect that a child is being abused or maltreated. Reporting procedures are discussed with the new employees during the orientation session and follow-up training is scheduled for all staff.

The director or operator of the child day care center may, consistent with any appropriate collective bargaining agreements or applicable provisions of law, take one or more of the following actions with regard to staff of the center relevant to a report of child abuse or maltreatment involving a child while in attendance at the center:

1. dismissal, suspension or transfer of any employee, volunteer or other person who is the subject of a child abuse or maltreatment report;
2. increased supervision over a person who is the subject of a report;
3. provision of instruction and/or remedial counseling to a person who is the subject of a report;
4. initiation of appropriate disciplinary action where applicable; and/or
5. provision of appropriate training to and/or increased supervision of staff and/or volunteers pertinent to the prevention and remediation of child abuse and maltreatment.

B. CODE OF CONDUCT

You were selected for your job with the Center because you possess a level of maturity, responsibility, and commitment which is an essential ingredient of our continued success. We are confident that while you work with us, you will continue to demonstrate these qualities, and conduct yourself in a professional manner at all times.

Your primary responsibility as an employee of the Center is to perform your duties to the best of your ability so that we can all continue to grow and succeed. This responsibility carries with it a number of obligations such as obeying the Center's rules, cooperating with management and co-workers, and remaining loyal to the Center. While we hope and expect the need for disciplinary action will be rare, when your job performance, attitude, or conduct fall short of our established standards, we will not hesitate to take appropriate action. Such action will range from oral or written warnings to termination. Some types of misconduct are so intolerable that termination may be imposed for even the first offense.

The rules set forth below are not designed for the purpose of interfering with or restricting your rights. Instead, our goal is to protect the mutual rights and interests of the Center and all of our employees. As you review the following list, please keep in mind that it is not intended to be exhaustive. It is merely intended to provide you with examples of the types of conduct that may result in disciplinary action. The Executive Director always reserves the right to impose punishment at her discretion, depending on the facts and circumstances of the situation.

Violation of the following rules will generally result in an oral warning for the first offense, a written warning for the second offense, a suspension for the third offense, and termination for the fourth offense, subject to the discretion of the Executive Director:

1. Failing to maintain satisfactory work performance.
2. Unexcused or excessive absenteeism or tardiness.
3. Uncooperative attitude.
4. Violation of the Center No-Solicitation/No Distribution Policy.
5. Violation of the Center Smoking Policy.
6. Failure to immediately report any work-related injury or accident.

Committing any one of the following serious violations will result in immediate termination for the first offense and proper authorities will be notified, if applicable:

1. Placing children or staff in immediate physical danger

2. Theft, participating in a theft, or attempted theft of the Center property or the property of any employee or visitor of the Center.
3. Failing or refusing to cooperate with the Center in an investigation of a theft or a suspected theft of another employee's or the Center property, or other conduct harmful to the Center.
4. Dishonesty, lying, embezzlement, falsifying any Center record (including employment application), no matter when discovered, falsely reporting any act or transaction or attempting to defraud the Center by any means, including making a false or fraudulent statement regarding absences, medical leave, overtime, workers' compensation claims, falsifying financial records, falsifying or padding your time records or time records of another employee.
5. Damaging, destroying or harming Center property or the property of another employee or visitor.
6. Fighting or assaulting or attempting to assault any member of management, employee or visitor of the Center, or deliberately provoking or inciting another person to engage in an assault or fight.
7. Possessing firearms, or other dangerous weapons or materials on the Center premises (including the parking lot area) or in connection with the Center business without permission from management.
8. Involvement in any illegal activities on the Center premises, or in connection with the Center business.
9. Disloyalty, including disparaging, maligning, or defaming the reputation of the Center or any of its employees.
10. Negligent performance of work assignments or deliberate concealment of defective work.

11. Insubordination, including refusing or failing to obey a work request or instruction of any member of management, or encouraging another employee to refuse or fail to obey such a request or instruction.
12. Violation of the Center's Equal Employment Opportunity or Sexual Harassment Policy.
13. Violation of the Center's Drug and Alcohol Policy.
14. Instigating, encouraging, or participating in any illegal work stoppages slowdowns, or other interference with, or restrictions of, Center operations

C. APPEARANCE AND DRESS

While we respect your individuality, your neat appearance and proper attire are important to our ability to maintain a professional atmosphere and leave a favorable impression with our patrons and visitors. We strive to maintain a professional atmosphere, and rely on your good judgment in this area. Your clothing should be tasteful, clean, neat, and appropriate for your duties.

D. CONFLICTS OF INTEREST

As an employee of the Center, it is expected that you will avoid actions that involve, or appear to involve, conflicts of interest between your duties and other business ventures or personal relationships. It is in your best interest and that of the Center that you act with discretion and good common sense in conducting all business on behalf of the Center.

E. COMPUTER/INTERNET USE

There are 3 computers accessible to all staff and they are connected to the Internet. These computers can be used for professional and personal business. Use of the computers for personal business must be done during a break in your scheduled work shift. If, at any time, you are doing personal business on a computer and another staff member needs to use the computer for professional business, you must discontinue your use of the computer.

The order of importance for use of the computer is as follows:

1. Professional Business – relating directly to IC3

Example: working on child assessment

2. Personal Professional Development – business that relates to

Professional development.

Example: college course work

3. Personal Business – business that is personal in nature

Example: online games

You are given access to our computer network to assist you in performing your job. You should not have any expectation of privacy in anything you create, store, send, or receive on the computer system. Without prior notice, the Executive Director or Program Director may review any material created, stored, sent or received on its network or through the Internet or any other computer network.

Do not put the computer systems to uses that would reflect adversely on IC3. Such as uses involving pornography, violations of statute or regulation, unofficial advertising, inappropriately handled sensitive information, and other uses that are incompatible with public service.

F. NO SOLICITATION / NO DISTRIBUTION

In order to avoid annoyance to our employees and interference with our operations, no employee is permitted to distribute literature or solicit other employees for any purpose on Center premises during working time. The Center premises include all areas where employees perform their assigned work tasks. Working time includes the time during which you are actually

scheduled to work, and does not include scheduled rest periods, meal breaks and other specified times when you are not expected to be working.

Non-employees may not solicit for any purpose, or engage in the distribution of literature of any kind while on Center premises.

G. ATTENDANCE / LATENESS

The Center cannot operate effectively or efficiently unless its employees can be depended upon to show up for work on a regular, consistent and timely basis. IC3 depends upon each employee, and when one person is absent, a replacement must be hired for the day. Thus, absenteeism has a particularly disruptive effect on both the Center and the Children. Employees who take excessive time off, or abuse the benefits of sick, personal, and vacation provided are subject to discipline, up to and including discharge.

It is your responsibility to notify your supervisor personally BEFORE your starting time. State the reason for your lateness and when you expect to arrive at work. Failure to call in personally to report absence or lateness is a violation of Center rules, and the absence or lateness will be considered unauthorized. Calls from friends or relatives on your behalf will not be accepted as an authorized notice of absence or lateness, except in emergency situations.

In the case of repeated absence or lateness, you may be required to submit evidence verifying the reason for your absence or lateness. Failure to provide the requested substantiation will result in discharge.

H. STAFF MEETINGS, TRAINING & EDUCATION

All staff are required to attend monthly staff meetings. Staff members who miss more than three meetings will have an incident report placed in their personell file. The Center's commitment to quality care is best met by warm, experienced and well-trained staff members. The Office of Children and Family Services requires that each staff member obtain thirty hours of continuing education training every two years, and the Center encourages individual employees to further professional development through attendance at work shops, conferences, etc. In addition, on a case-by-case basis, individual schedules may be altered to meet the needs of outside coursework. Approval of the latter must be made by the Executive Director or Program Director.

I. VISITORS

A variety of visitors enter our building each day. All visitors must sign in at the front desk and wear an identification badge at all times. It is important for all employees to present a warm, welcoming, and professional impression at all times. To ensure a safe environment for the children, employees should notice that all visitors have an identification badge. If a visitor is not wearing an identification badge, employees should politely inquire into the purpose of the visit and redirect the visitor to the front desk. Suspicious persons or activities should immediately be brought to the attention of the Executive Director or Program Director.

1. Staff Guests

All personal visits should be scheduled during the employee's break time. Guests may wait in the lobby or staff lounge until the end of the employee's shift.

If an employee's child (who is enrolled in another classroom in the Center) wishes to visit the parent, the needs of the parent's classroom take precedent, the regulations of The Office of Children and Family Services are followed and the view of the co-teacher and other classroom parents must also be respected.

2. Employee Children who are Not Enrolled at IC3

IC3 employees should make appropriate advance arrangements for their child's (children's) care during their scheduled work hours.

Children up to age 10, may not stay in any classroom or remain unsupervised at the Center. On snow days and planned school vacations, school age children (up to 10 years old) may attend IC3's after school program, for a nominal fee, provided space is available and arrangements have been made with the Executive Director. If IC3 is open on a school district snow day, every effort will be made to accommodate staff children at the School Age Program

Because children who are at least 11 years of age generally have the skills and responsibility to safely occupy themselves, they may use the staff lounge to do quiet activities. The parent must make arrangements with the Executive Director in advance.

Children 13 years of age or older may assist in their parent's classroom as a volunteer, keeping in mind that the needs of the classroom take precedent. The parent must make arrangements with the co-teacher in advance, and the views of the co-teacher and other classroom parents must be respected. The parent must also discuss this arrangement with the Executive Director or Program Director in advance. Children under age 18 are not considered staff members and should not be counted in classroom ratios.

NOTE: a child who is home from school due to illness will not be allowed to spend the day at the Center or in the School Age Program.

VII. CONCLUDING YOUR EMPLOYMENT

A. VOLUNTARY TERMINATION

In order to ensure proper staffing through out the year and minimize disruption to the children, the Center requests that employees leaving voluntarily give as much notice as possible. In any event, requires the employees to work a minimum of two final weeks utilizing time for a finalization of benefits and exit interview.

B. JOB ABANDONMENT

An employee will be considered to have abandoned their job when the employee fails to call in and notify the Center of the reason for absence from work for two consecutive work days. When an employee has abandoned his/her job, the Executive Director will be notified, and that employee shall be immediately terminated from the Center. Such termination will be considered termination for misconduct and shall not be subject to any form of grievance procedure or review.

C. EXIT INTERVIEW

If you terminate your employment with the Center, you will be expected to meet with a Center representative for an exit interview. During that meeting, we will review certain information with you including your final compensation. The exit interview also will provide an

opportunity to share information concerning your experience with and views of the Center. Your suggestions for improvements regarding any aspect of our business are invited at this time.

During this interview, you will be required to immediately return all documentary or tangible confidential information, and all other property of the Center that is in your possession, custody, or control including all office or other keys, security cards, passes, credit cards, equipment, and the Center documents, including this Handbook.

VIII. CERTIFICATE OF RECEIPT

I have received a copy of the **ITHACA COMMUNITY CHILDCARE CENTER EMPLOYEE HANDBOOK**, and I understand that it is solely for the purpose of summarizing the Center's current policies, benefits and rules and that it is not intended to be a contract or guarantee of employment or of any specific terms or conditions of employment or procedural rights, and that certain portions of this Handbook may need to be amended or eliminated from time to time without advance notice.

Dated: _____

Employee's Signature

Dated: _____

Witness' Signature