



## *Employee Handbook*

January 1, 2019

*Not a Contract*

**DISCLAIMER**

ALL EMPLOYEES OF BRIGHT START, LLC ARE EMPLOYED AT-WILL AND MAY QUIT OR BE TERMINATED AT ANY TIME AND FOR ANY REASON. NOTHING IN ANY OF BRIGHT START, LLC’S RULES, POLICIES, HANDBOOKS, PROCEDURES OR OTHER DOCUMENTS RELATING TO EMPLOYMENT CREATES ANY EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT. NO PAST PRACTICES OR PROCEDURES, WHETHER ORAL OR WRITTEN, FORM ANY EXPRESS OR IMPLIED AGREEMENT TO CONTINUE SUCH PRACTICES OR PROCEDURES. NO PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, WHICH ARE CONTRARY TO OR INCONSISTENT WITH THE LIMITATIONS SET FORTH IN THIS PARAGRAPH CREATE ANY CONTRACT OR EMPLOYMENT UNLESS: 1) THE TERMS ARE PUT IN WRITING, 2) THE DOCUMENT IS LABELED “CONTRACT,” 3) THE DOCUMENT STATES THE DURATION OF EMPLOYMENT, AND 4) THE DOCUMENT IS SIGNED BY BETH BUNGE AND/OR TERI TODD.

I ACKNOWLEDGE RECEIPT OF BRIGHT START, LLC’S EMPLOYEE HANDBOOK DATED JANUARY 1, 2019 AND UNDERSTAND THAT IT IS NOT A CONTRACT OF EMPLOYMENT. I FURTHER RECOGNIZE THAT ALL PREVIOUSLY ISSUED HANDBOOKS AND STATEMENTS OF POLICY ARE REVOKED AND NOW HAVE NO FORCE OR EFFECT.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Date*

*(This copy to be signed by the employee, removed from the manual, and placed in the employee’s personnel file.)*

***INTRODUCTION - A MESSAGE FROM MANAGEMENT***

This handbook has been designed to help you better know Bright Start. Whether you have been with us for a short time or for many years, we want you to know how much we appreciate the contribution you are making to the successful operation of Bright Start. In return, we believe it is prudent to keep you informed of the company's policies and procedures.

We have made considerable progress since our beginning in March 1999 and the credit goes to each individual employee. Your job is important to our continued growth. We are all working toward a common goal, which is to build a stronger and better organization in which to work.

Please understand that this handbook cannot anticipate every situation or answer every question about employment. This manual is not an employment contract. Bright Start reserves the right to change, revise, or make exceptions to policies and procedures at any time at its sole discretion.

Please read your handbook carefully, and keep it for future reference. If you should have any questions concerning the policies or benefits outlined in this booklet, please ask us about them.

It is a pleasure to welcome new employees and to extend best wishes for success. We also want to express our sincere appreciation to those who have been with us for many years for the effort you have put forth to make Bright Start what it is today. We are sincerely proud to have each employee as a member of our team.

Sincerely,

Beth Bunge & Teri Todd  
Owners

### ***PERSONAL CONDUCT AND ETHICS***

The integrity and reputation of Bright Start within the community we serve will be determined by the work we do, and by the employees who represent us. We must continue to earn the trust and the respect of our community and our families by conducting ourselves in a fair, honest, and ethical manner at all times. In large part, Bright Start will be judged by the actions of our employees.

For this reason, we have established certain policies that we feel are important. Some have to do with personal conduct, while others address how we present ourselves to the public and our families. In addition, Bright Start reserves the right to address any situation that we feel is not in the best interest of our company, whether or not it is covered in this handbook.

Failure to adhere to these policies cannot be ignored by management, as every action by an employee has the potential to benefit or harm Bright Start. Therefore, violations may result in disciplinary action, up to and including termination.

Any questions concerning these policies, or whether an action may violate a policy, should be addressed to your immediate supervisor.

### ***EQUAL EMPLOYMENT OPPORTUNITY***

Federal law requires employers to provide equal employment opportunities without regard to race, color, religion, sexual orientation, marital status, gender, family status, age, creed, physical or mental disability, pregnancy & childbirth (or related medical conditions), or any other protected factor. This requirement relates to all phases of employment, including but not limited to recruitment, employment, transfer, rates of pay and other forms of compensation, benefits, layoff, recall, termination, selection for training, use of all facilities, and participation in all company-sponsored employee activities.

Our objective is to obtain qualified, trainable individuals for a position by virtue of job-related standards of education, training, experience and personal qualifications.

### ***ACCOMMODATIONS FOR DISABILITIES***

No Bright Start, LLC employee will discriminate against any qualified individual with a disability with respect to any term, condition, or privilege of employment. Bright Start, LLC will make reasonable accommodations to the known physical and mental limitations of otherwise qualified individuals with disabilities, unless the accommodation would impose an undue hardship on Bright Start, LLC's business operations.

### ***FEDERAL IMMIGRATION REQUIREMENTS***

Each new employee, as a condition of employment with Bright Start, LLC, must complete the Employment Eligibility Verification form I-9 and present documentation establishing identity and employment eligibility. If you have not produced the proper documentation within three (3) days of your hire date, you will be asked to produce a receipt showing that you have applied for a

replacement of the needed documents. You must then present the actual necessary documents within thirty (30) days. If this documentation is not provided within thirty (30) days, your employment will be terminated.

### ***HARASSMENT***

Bright Start believes that every employee has the right to a work environment free of unwelcome verbal or physical conduct which harasses, disrupts, or interferes with the individual's work performance or which creates an intimidating, offensive, or hostile environment. In addition, various laws and regulations generally prohibit employment decisions from being made on the basis of race, color, religion, sexual orientation, marital status, gender, family status, age, creed, physical or mental disability, or any other protected factor. Bright Start will not tolerate its employees engaging in this type of behavior.

**EMPLOYEE HARASSMENT** is any unwelcome conduct that illegally discriminates against you or another employee, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment. This would include harassment based upon a creed, physical or mental disability, or other protected classifications. Examples of such conduct include, but are not limited to, any language or behavior that belittles or puts down members of the opposite sex, racial slurs, chastisement for religious beliefs, or any other derogatory actions or comments. Obviously, not all conduct prohibited by this policy constitutes a violation of the law.

**SEXUAL HARASSMENT** means unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature where:

- ♦ Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
- ♦ Submission to or rejection of such conduct is used or threatened to be used as the basis for employment decisions affecting such individual; or
- ♦ Such conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile, or offensive work environment.

Sexual harassment may include sexual propositions, sexual innuendo, display of foul or obscene printed material, or inappropriate physical contact.

**If you become aware of a situation involving unwelcome and inappropriate behavior directed toward you, whether it is by a fellow employee, a member of management, a member of a family, or a member of the general public, you should report it immediately to your supervisor. If for any reason you feel that you can not speak to your supervisor about the situation, or if you feel your supervisor has not properly handled your complaint, you should report the problem to the HR Administrator (803-929-1112).**

In order to avoid misunderstandings, a harassment complaint form will be completed with the HR Administrator at the time of a complaint.

Upon receipt of a complaint under this policy, Bright Start will initiate a prompt investigation of the situation. The investigation will document the responses of all individuals involved. Confidentiality of all parties involved will be respected to the utmost extent possible.

Any disciplinary action taken in response to the findings of a harassment complaint will be based on the individual circumstances of each situation. If management concludes that a complaint of harassment has merit, the offending employee will be subject to disciplinary action, up to and including termination.

The company prohibits retaliation against employees who, in good faith, have filed complaints of harassment, even if insufficient evidence is found to support the complaint.

### ***COMPLAINT PROCEDURE***

We feel that you should have the right to voice complaints regarding your treatment or conditions of work over which Bright Start might be expected to have some control. Should an unsatisfactory condition exist, you are encouraged to bring it to the attention of your immediate supervisor, who will see that your complaint receives prompt attention. Your supervisor will attempt to notify you within a reasonable length of time of the action to be taken, or if no action is warranted or possible, of the reason for such a decision. If for any reason you feel that you can not speak to your supervisor about the situation, or if you feel your supervisor has not properly handled your complaint, you should report the problem to the HR Administrator (803-929-1112).

### ***DRUG-FREE WORKPLACE REQUIREMENT***

Bright Start prohibits the unlawful use, distribution, dispensation, possession, or manufacture of any illegal drug or prescription drug by any employee during working time or on Bright Start or a family's premises. The Company requires, as a condition of employment, that the employee agree to abide by the terms of this Statement, and the employee shall notify the supervisor of any criminal drug statute arrest for a violation which occurred during working time or on Bright Start or family's/caregiver's premises.

All employees should make their supervisor aware of any prescription medication(s) that would impact their ability to do their job. If you are on prescription medication, make sure that you are able to perform your job safely and properly.

Due to the serious nature of such actions, an arrest for a drug related offense, whether during working time or not, is grounds for discipline up to and including immediate termination.

Bright Start has implemented a random drug testing policy as required by the insurance company. All employees will be required to sign this policy and it will be placed in personnel records. Refusal to submit to a drug or alcohol screen or failure to produce a valid sample for analysis will be treated the same as a positive test result and will result in immediate termination.

## ***WORKPLACE VIOLENCE***

Bright Start provides a safe workplace for all employees. To ensure a safe workplace and to reduce the risk of violence, all employees should review and understand all provisions of this workplace violence policy.

Bright Start does not tolerate any type of workplace violence committed by or against employees. Employees are prohibited from making threats or engaging in violent activities.

This list of behaviors, while not inclusive, provides examples of conduct that are prohibited.

- ♦ Causing physical injury to another person
- ♦ Making threatening remarks
- ♦ Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress
- ♦ Intentionally damaging employer property or property of another employee
- ♦ Possession of a weapon while on Bright Start property or while on Bright Start business
- ♦ Committing acts motivated by, or related to, sexual harassment or domestic violence

Any potentially dangerous situations must be reported immediately to a supervisor. Reports can be made anonymously and reported incidents will be investigated. Reports or incidents warranting confidentiality will be handled appropriately and information will be disclosed to others only on a need-to-know basis. All parties involved in a situation will be counseled and the results of investigations will be discussed with them. Bright Start will actively intervene at any indication of a possibly hostile or violent situation.

Management conducts background investigations to review candidates' backgrounds and reduce the risk of hiring individuals with a history of violent behavior.

While we do not expect employees to be skilled at identifying potentially dangerous persons, employees are expected to exercise good judgment and to inform the appropriate person(s) if any employee exhibits behavior which could be a sign of a potentially dangerous situation. Such behavior includes:

- ♦ Discussing weapons or bringing them to the workplace or workplace property
- ♦ Displaying overt signs of extreme stress, resentment, hostility, or anger
- ♦ Making threatening remarks
- ♦ Sudden or significant deterioration of performance
- ♦ Displaying irrational or inappropriate behavior

Employees who confront or encounter an armed or dangerous person should not attempt to challenge or disarm the individual. Employees should remain calm, maintain constant eye contact and talk to the individual.

Threats, threatening conduct, or any other acts of aggression or violence in the workplace can not be tolerated. Any employee determined to have committed such acts may be subject to disciplinary action, up to and including termination. Non-employees engaged in violent acts on the employer's premises will be reported to the proper authorities and fully prosecuted.

### ***BACKGROUND CHECKS***

Bright Start will and have the right to perform a criminal background investigation on any employee at any time per the policy and guidelines implemented by DDSN. Any employee who operates a personal vehicle on Bright Start business will be subject to a Motor Vehicle Record review annually. In addition, any employee who is involved in a cash handling or other financial position is subject to a review of their credit history.

All background investigations will be conducted in compliance with the Fair Credit Reporting Act.

### ***CREDENTIALS***

All employees must be properly credentialed according to specific job requirements. Such credentials may include licenses, certifications, registrations, or proper accreditation. All offers of employment are conditioned upon the verifications of required credentials. Employees are responsible for providing and maintaining proof of valid credentials. Employees whose credentials expire will not be permitted to work as a credentialed employee until their valid credentials are on file or the office as written verification of renewal from the credentialing body. Employees are also required to notify their supervisors immediately if their credentials are being investigated, have been suspended, revoked, or expired.

### ***ASSET PROTECTION***

While we would like to believe that no employee of Bright Start would engage in theft of company or personal property, there occasionally arises just such an incident. If you have reasons to believe that anyone is engaging in theft of Bright Start or personal property, report it to management immediately. Anyone reporting such incidents to management are assured that the information provided will be kept in complete confidence.

### ***SEARCHES***

For the protection of employee and employer property, management employees keep a watchful eye on all persons and items entering and leaving Bright Start premises. Cooperation with Bright Start asset protection measures should help to assure a safe working environment for all employees.

Employees may be required to identify items when entering or leaving Bright Start premises. It is the duty of management to see that unauthorized articles or packages are not brought onto or taken off of Bright Start property. Therefore, company property is subject to inspection at any time.

Searches may be made as necessary, and refusal by an employee to agree to a search may result in disciplinary action, up to and including termination.

### ***INFORMATION SYSTEMS USAGE***

Because of the unique nature of e-mail and the Internet and Bright Start's desire to protect its interests with regard to its electronic records, the following rules have been established to address usage of Bright Start's information systems by all employees.

The e-mail and other information systems of Bright Start are not to be used in a way that may be disruptive, offensive to others, or harmful to morale.

There is to be no display or transmission via company equipment of images, messages, cartoons, or any other form of electronic communication that may be construed as harassment or disparagement of others based on their race, gender, sexual orientation, national origin, age, disability, religion, or political beliefs.

Bright Start e-mail and other information systems hardware and software is intended to be used for business purposes only. All e-mail and information systems records are considered to be Bright Start records and should be transmitted only to individuals who have a business need to receive them. Additionally, as company records, e-mail and information systems records are subject to disclosure to law enforcement or government officials or to other third parties through subpoena or other process. Consequently, employees should always ensure that the business information contained in e-mail messages and other electronic communication is accurate, appropriate, and lawful. E-mail and information systems messages created by employees may not necessarily reflect the views of Bright Start, its officers, directors, or management. Abuse of the e-mail and information systems, through excessive personal use, or use in violation of law or company policy, will not be tolerated.

E-mail sent to recipients may contain patient information regarding administrative matters including but not limited to billing, internal auditing, quality assurance, etc. All e-mail containing such information contains a confidentiality statement (see sample below).

CONFIDENTIALITY NOTICE: This electronic message and any files transmitted with it may contain information that is privileged, confidential, and/or otherwise protected from disclosure to anyone other than its intended recipient(s). This message is solely for use by the individual(s) for whom it is intended, even if addressed incorrectly. If you are not the intended recipient, or the person responsible for delivering it to the intended recipient, you are hereby advised that any dissemination, distribution or copying of this electronic mail or its contents are prohibited. If you have received this communication in error, please notify the sender immediately by reply e-mail so that we may correct our internal records. Please then delete the original message.

While the management does not intend to regularly review employees' e-mail and information systems records, employees have no right or expectation of privacy in the use of e-mail or information systems. The Company contracts with the SC Department of Disabilities and Special Needs, therefore all information systems permit employees to use them in the performance of their duties for Bright Start. E-mail messages and other electronic records are to be treated like shared paper files, with the expectation that anything in them is available for review by authorized company representatives.

In addition, e-mail messages for which the computer system has a record may be stored and retained in accordance with company records management policy.

Employees are also reminded that log-on and other passwords may not be shared with any third party, nor may they be shared with another employee, unless such password(s) is requested by an authorized management official of the company.

Employees may not use a password that has not been disclosed to the company if you use a company computer.

E-mail will be used as consistent form of communication amongst staff. An E-mail list will be provided for all staff members.

### ***SOCIAL NETWORKING POLICY***

Bright Start takes no position on an employee's decision to start or maintain a blog or participate in other social networking activities. However, it is the right and duty of the company to protect itself from unauthorized disclosure of information. Therefore, the following policy addressing Company-authorized as well as personal social networking applies to all Company employees.

### ***GENERAL PROVISIONS***

Use of social networking media and technology include but are not limited to video or wiki postings, sites such as Facebook and Twitter, chat rooms, personal blogs or other similar forms of online journals, diaries or personal information postings not affiliated with Bright Start.

Unless specifically instructed, employees are not authorized and therefore restricted to speak on behalf of Bright Start. Employees may not publicly discuss confidential information regarding clients, products, employees, or any work-related matters, outside company-authorized communications. Employees are expected to protect the privacy of Bright Start and its employees and clients and are prohibited from disclosing personal employee and nonemployee information and any other proprietary and nonpublic information to which employees have access. Such information includes but is not limited to customer information, trade secrets, financial information and strategic business plans.

### ***EMPLOYER MONITORING***

Employees are cautioned that they should have no expectation of privacy while using the Internet. Postings can be reviewed by anyone. Bright Start reserves the right to monitor comments or discussions about the Company, its employees, clients and the industry, including products and competitors, posted on the Internet by anyone, including employees. Bright Start reserves the right to use search tools and software to monitor forums such as blogs and other types of personal journals, diaries, personal and business discussion forums, and social networking sites; and to use content management tools to monitor, review or block content originating from the company that is not in the best interest of Bright Start.

Employees are advised that they should have no expectation of privacy while using company facilities, hardware, software, or other equipment or for any purpose, including authorized social networking.

### ***REPORTING VIOLATIONS***

Bright Start requests and strongly urges employees to report any violations of possible or perceived violations to their immediate supervisor or HR. Violations include, but are not limited to, discussion of the Company or its employees and clients, any discussion of proprietary information and unlawful activity related to blogging or social networking.

### ***DISCIPLINE FOR VIOLATIONS***

Violations of the company's social networking policy will result in disciplinary action up to and including immediate termination. Discipline or termination will be determined based on the nature and factors of any blog or social networking post. Bright Start reserves the right to take legal action where necessary against employees who engage in prohibited or unlawful conduct.

### ***RULES AND GUIDELINES***

Only authorized employees can prepare, post, and modify content on the Company's web site or any Company social networking location, such as Facebook, Instagram, or Twitter pages. If there is ever a question about the appropriateness of information to be posted, discuss the content with your manager or HR. All employees must identify themselves as employees of Bright Start when posting comments or responses on a Company sponsored blog or social networking site.

Any copyrighted information where written reprint information has not been obtained in advance cannot be posted on the Company's website, blog or social networking location.

When social networking, blogging or using other forms of web-based forums, the Company must ensure that use of these communications maintains our brand identity, integrity, and reputation while minimizing actual or potential legal risks, whether inside or outside the workplace.

### ***PERSONAL BLOGS***

Bright Start respects the right of employees to write blogs and use social networking sites as a medium of self-expression and public conversation and does not wish to discourage employees from self-publishing and self-expression. However, employees are expected to follow the guidelines and policies set forth to provide a clear line between you as the individual and you as the employee.

Bloggers and commenters are personally responsible for their commentary on blogs and social networking sites. Bloggers and commenters can be held personally liable for commentary that is considered defamatory, obscene, proprietary or libelous by any offended party, not just the Company.

Employees cannot use employer-owned equipment, including computers, company-licensed software or other electronic equipment, nor facilities or company time, to conduct personal blogging or social networking activities.

Employees cannot use blogs or social networking sites to harass, threaten, discriminate or disparage employees or anyone associated with or doing business with Bright Start.

If you choose to identify yourself as a Bright Start employee, please understand that some readers may view you as a spokesperson for Bright Start. Because of this possibility, we ask that you state that your views expressed in your blog or social networking as your own and not those of the company, nor of any person or organization affiliated or doing business with Bright Start.

Employees cannot post on personal blogs or other sites the Company trademark or logo or that of any business with a connection to Bright Start. Employees cannot post company-privileged information, including copyrighted information, company-issued documents, or employee information.

Employees cannot post on personal blogs or social networking sites photographs of other employees, clients, vendors or suppliers, nor can employees post photographs of persons engaged in company business or at company events.

Employees cannot post on personal blogs and social networking sites any advertisements or photographs of company products, nor sell company products and services.

Employees cannot link from a personal blog or social networking site to Bright Start's internal or external web site.

If contacted by the media or press about a personal post that relates to company business, employees are required to speak with their supervisor before responding.

Finally, keep in mind that information posted on a blog or social networking site is considered to be in the public domain, regardless of any personal security settings. Therefore, anything posted by an employee may be treated as if it had been stated face-to-face to the management of the company. As a result, any improper postings or comments can be considered a violation of this policy that may result in discipline up to and including termination of employment.

If you have any questions relating to this policy, your personal blog or social networking, ask your supervisor or HR.

#### ***CONFIDENTIALITY***

It is the responsibility of all Bright Start employees to safeguard information related to our organization and our families. Employees should not discuss any operational procedures of Bright Start with an outside party, or a family/caregiver, unless approval has been granted by

your supervisor. Likewise, employees should not discuss information concerning families with any outside party, or another family, unless approval has been granted by your supervisor. In addition, information concerning families should only be discussed with other employees when it relates to services provided by Bright Start. Gossip of any type is not permitted. **Continued employment with the company is dependent upon compliance with this policy.** A confidentiality statement must be signed by employee and supervisor and retained in his/her personnel file.

#### ***CONFLICT OF INTEREST***

No employee may directly or indirectly maintain any outside business or financial interest, or engage in any outside business or financial activity, which conflicts with the interests of Bright Start or which interferes with the employee's ability to perform his duties with the company. Management reserves the sole right to determine when a conflict of interest exists.

Due to the nature of our services and relationships that are established with families, Bright Start is implementing the following policy. No employee shall provide or solicit services that are considered outside of the professional relationship. These services include babysitting, pet sitting, house sitting or providing transportation to families. It also includes not purchasing any items that the family or child may be selling. Bright Start will not jeopardize the established relationships with families due to activities that do not relate to the provided service.

#### ***MOONLIGHTING***

Management should be made aware of any outside employment by a Bright Start employee. This includes full-time employees who hold outside part-time jobs, as well as part-time employees who work at Bright Start as a second job. Regardless of the situation, a second job should not interfere in any way with your duties with the company.

#### ***UNION FREE STATEMENT***

Bright Start is union-free, thereby preserving an employee's ability to deal directly with management. We are of the firm belief that a union is not in the best interest of our employees, and Bright Start is committed to opposing unionism by all proper and lawful means.

If you should ever be approached by union agents, we recommend seeking advice and information from your supervisor on any question you may have.

Bright Start, LLC is committed to treating its employees with respect and dignity and to providing them with excellent benefits, optimum working conditions, and competitive wages. Bright Start, LLC understands that at times employees have concerns and suggestions for improvements. The company encourages its employees to speak up and take advantage of the open-door policy its supervisors follow. The company listens to its employees and take their comments seriously. The direct communication between Bright Start, LLC employees and their supervisors ensures the best environment for achievement of individual and company goals. Bright Start, LLC believes that a third-party influence would erode its well-established

successful employee-supervisor relationship. A union would not benefit the company's employees, clients, or the company.

***INTRODUCTORY PERIOD (UPDATED 1/1/19)***

You are hired into a job after careful consideration of your qualifications, background, job experience, and references. However, to make sure that your skills and the job's requirements are a good match, employees are hired on a 90-day introductory basis. During this period, you should learn about Bright Start, your job and your new surroundings. At the same time, the trainer and/or your supervisor will assist you in learning your job.

During this introductory period, job performance, attendance, and attitude will be carefully reviewed by your supervisor. When the designated period is over, your performance will be evaluated during a 90-day feedback review, and a decision will be made concerning your continued employment.

PTO may not be used during your 90-day introductory period unless a physician documented sickness occurs. If you have vacation time scheduled that coincides with your introductory period, time off will be granted without pay with pre-hire authorization obtained by management. If, as a result of an illness or injury, you are absent from work during your introductory period, the company may choose to extend your introductory period as necessary to give you a fair opportunity to demonstrate your ability to do the job. If your introductory period is extended, you will be notified.

Employees are not guaranteed employment for the full 90-day introductory period, and are in no way obligated to remain employed with Bright Start during this time. Likewise, successful completion of the introductory period is not a guarantee of continued employment.

***HOURS OF WORK POLICY***

Most of our regular full-time employees adhere to an eight (8) hour day and a forty (40) hour week. One work week runs Monday through Sunday. Bright Start, LLC reserves the right to extend the hours per week or rearrange any employees' work hours and schedule in order to meet the needs of our business. Your supervisor should inform you of your normal schedule.

If an employee needs to work more than 40 hours within one work week (Monday through Sunday), approval from management must be obtained first. Unless scheduled, or specifically requested by your supervisor, employees should not work more than 40 hours in a week. When overtime is required or extra hours are needed to complete required duties, employees should inform management of this as soon as possible. This is to ensure that the proper arrangements can be made concerning work hours, time recording, etc. Working overtime without approval may be grounds for discipline up to and including termination.

The operating days and hours of Bright Start, LLC are Monday through Friday, 8:30 a.m. to 5:00 p.m. All employees are expected to be at work unless approval is granted in advance for flextime to be used during the seven day work week.

Employees must maintain an accurate and detailed record of their work time, including submitting weekly schedules of their visits and records of their office time. You must accurately record your time each day when you start performing work and you must record the time in which you stop performing work at the end of each work day. Failure to comply with this policy can result in discipline up to and including termination.

***PAYMENT OF WAGES***

Each paycheck will include your earnings for all work performed through the end of the previous payroll period. Bright Start, LLC strives for 100 percent accuracy in making wage payments. Mistakes can happen on occasion, so you should examine your paycheck stub carefully to be sure that you have been paid the appropriate amount. Mistakes favoring either you or the company should be reported immediately so that corrections can be made promptly. Failing to report an overpayment of wages may result in disciplinary and/or legal actions to recover the overpayment.

***EMPLOYMENT STATUS***

**FULL-TIME EMPLOYEES** - All persons working thirty (30) or more hours per week on a year-round basis are considered full-time employees and will be eligible for benefits such as vacation, sick, holiday pay, and insurance.

**PART-TIME EMPLOYEES** – All persons working twenty-nine (29) or fewer hours per week are considered part-time and will not be eligible for PTO or fringe benefits (such as medical insurance and dental insurance) other than those mandated by federal or state law.

**PRN (PER REQUESTED NEED) EMPLOYEES** - All persons working on an irregular basis, or for a specific period of time, are considered PRN employees.

Because some employee benefits increase in proportion to the years of continuous service, your service record is very important. An employee's length of continuous service will not be affected by a temporary absence from work for such justifiable reasons as illness, pregnancy, and approved personal reasons, nor will it be interrupted by a temporary layoff due to business conditions. However, resignation from Bright Start, discharge for just cause, and failure to report to work when recalled from layoff will break the continuous service record.

***PAID TIME OFF (PTO)***

All regular full-time employees will be entitled to Paid Time Off (PTO) to be used as vacation, sick, or personal leave. Each employee will receive a set number of days to use as PTO, according to their years of service with the company (Please see Years of Service schedule below). PTO will be prorated accordingly if your start date is later than January 1<sup>st</sup>. If you start after the 1<sup>st</sup> pay period in the month, your prorated amount will be calculated beginning the following month (Ex. If you start on Jan. 21<sup>st</sup>, your prorated PTO will be counted from February to December. If you start on March 1<sup>st</sup>, your prorated PTO will be counted from March to December).

### **Years of Service PTO Schedule**

0 - 4 years = 15 days of PTO each year

5 - 9 years = 20 days of PTO each year

10+ years = 25 days of PTO each year

Eligible employees will receive their allotted PTO time on January 1<sup>st</sup> of each year. Any PTO accrued but not used by December 31<sup>st</sup> can be carried over up to your maximum allowed PTO according to the following schedule:

### **Carry Over Schedule**

Employees can carry over up to one (1) week of unused PTO. You will receive your maximum number of PTO days based on years of service (ex. You have 5 days of unused PTO, you can carry that over into the next year and will receive your 10 days of PTO, giving you a total for the current year of 15 days).

With prior approval from management, employees will be able to borrow up to five (5) days of unearned PTO in advance. This negative balance will be charged off as new PTO is accrued. Any negative PTO balance will be treated as an advance on wages and will be deducted from the employee's final paycheck, to the extent permitted by Federal Wages and Hour Regulations. Time off without Pay may be granted for extenuating circumstances at the discretion of management if PTO is exhausted and an employee has exhausted the five days borrowed from the upcoming year. PTO will not be granted for Bright Start recognized holiday dates. If the office is closed, there will be no paid hours granted for that day. However, full-time, salaried employees will be paid for Bright Start recognized holiday dates.

Scheduling of PTO is done in coordination with the employee's supervisor. PTO of three (3) or more days for a non-illness related reason must be requested at least two weeks in advance in order to avoid conflicts and to assist with the coordination of ongoing operations.

PTO can only be taken in one-hour increments, and must be requested in advance. It cannot be applied to an absence after-the-fact that was not called in to the employee's supervisor. This will be viewed as an unexcused absence. Without approval, PTO cannot be used in the case of an unexcused absence and the hours will be non-paid. For purposes of this policy, a normal workday is considered 8 hours of work.

Texting is **NOT PERMITTED** when requesting Time Off, Sick Time, or Emergency Leave. You must communicate by phone with supervisors and clients.

If a Bright Start recognized paid holiday occurs during the PTO period, it does not count as a day of PTO. Salaried employees will receive their normal base salary while away on holiday.

Upon termination of employment, the payment of any accrued but unused PTO will be forfeited.

### ***CHANGE OF STATUS***

It is important that Bright Start keep up-to-date and accurate records on its employees. Therefore, Bright Start asks that you notify the HR Administrator if your address or telephone number is changed. In the case of a change in name due to marriage, this information should likewise be relayed to the HR office. Of course, if the employee wishes to change the number of exemptions being claimed for tax, insurance, or any other purpose, this should be communicated, as well.

### ***PERSONNEL RECORDS***

Personnel records are the property of Bright Start and will be treated as confidential information. This information will only be available to authorized company personnel, on an as needed basis.

Any Performance Evaluation that is completed is company property and will remain as part of the personnel file and the employee may be provided with a copy.

You may examine the records in your personnel file relating to wages, hours, benefits, performance, discipline, or other terms and conditions of employment at any reasonable non-working time during normal business hours.

To view these records, a request should be made to Human Resources. At a mutually agreed upon time, you will be allowed to review the records in the file in the office where the files are maintained, and in the presence of your supervisor or HR.

No records may be removed from the files, even temporarily. Any attempt to remove or otherwise destroy a record may be grounds for immediate termination.

Bright Start reserves the right to adopt reasonable rules concerning the frequency of file inspections and copy requests, to prevent potential abuse.

### ***HOLIDAYS***

Bright Start will observe most holidays. Notification of holidays will be given at the beginning of each calendar year.

PTO WILL NOT be granted for Bright Start recognized holiday dates. For example, if the office is closed, there will be no paid hours granted for that day. However, Full-Time, salaried employees will be paid for Bright Start recognized holiday dates. Full-Time Salaried employees will receive their normal base salary.

### ***FLOATING HOLIDAYS***

Bright Start will observe floating holidays as determined by management yearly. Notification of floating holidays will be given at the beginning of each calendar year.

Full Time Hourly and Salary employees may opt to work on a floating holiday and use their holiday at a later date. Using a floating holiday at a later date must be approved by your supervisor prior to using this holiday time.

Part Time employees do not observe floating holidays and are expected to report to work. If a part time employee chooses not to work, the employee must submit a request off form and receive permission from their supervisor to have the day off. Part time employees are not eligible for compensation of floating holidays, and if the employee chooses not to work on a floating holiday, he/she will not be compensated for time not worked.

### ***JURY DUTY***

When you are requested to serve on jury duty, you will be excused from work. Should this service result in loss of income to you based on your normal schedule (excluding overtime), the company may make up the difference in pay. Jury duty pay may be granted for up to two (2) weeks in a calendar year and a maximum of four (4) weeks in any five (5) year period.

To be eligible to receive this benefit, you must notify your supervisor one (1) week in advance of jury duty or immediately upon receipt of a summons to serve on the jury, so that arrangements can be made for your absence.

After receiving the pay voucher for jury service from the court, you should present it promptly to the payroll office so that the amount of jury pay due can be computed.

If you are excused or released from jury duty on any working day, you are expected to immediately check in with your Supervisor, and to report to work for the balance of the day.

### ***VOTING TIME***

We want you to take an interest in the civic and national affairs of our community and country. Hours that the polls are open generally allow time to vote without interference with normal work hours. However, if work circumstances make it difficult to visit a voting location during poll hours, you should speak with your supervisor prior to the voting day to arrange a time to visit the poll.

### ***MILITARY LEAVE***

Employees who enter into active military duty will be given a military leave of absence while they serve their tour of duty. Your job (or a similar job at the same rate of pay) will be held while on leave, in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). Seniority accrual will continue while away for military service.

Employees who are members of the National Guard or military reserves will be allowed time off from work to attend weekend or annual training. This leave will be unpaid, except as required by Wage and Hour regulations. An employee may elect to receive pay for accrued vacation time during the leave. An employee who does not elect to take accrued vacation time during the leave will be entitled to vacation time in the usual manner.

Payment to salaried managers on Military Leave will be in accordance with federal Wage and Hour regulations.

### ***BEREAVEMENT LEAVE***

Regular full-time employees will be paid for loss of their normally scheduled hours for up to three (3) days if there is a death in their immediate family (spouse, parents, grandparents, children, siblings, mother-in-law, and father-in-law). Additional time off without pay may be granted with approval of management. Leave to attend services for other family members or friends can be taken as vacation time.

### ***LEAVE OF ABSENCE***

An employee who is on a leave of absence from work for any reason, other than qualifying military leave under the Uniformed Services Employment and Re-employment Rights Act, may be separated from the payroll after a maximum of twenty-six weeks. This action shall not affect the employee's eligibility to be considered for hire as a new employee at some future time. Hiring decisions will be based on the company's needs at the time of re-application.

*Under no circumstances will an employee on a leave of absence have a greater right to a job than if leave had not been taken under this policy.*

The following policies provide additional detail on medical leaves of absence.

**FAMILY AND MEDICAL LEAVE ACT** - *Applies Only to Employees Employed 12 Months or Longer and Who Have Worked 1250 Hours or More in the Preceding 12 Months, Both Prior to Commencement of Leave, and Who Work at a Location Where There are 50 or More Employees Within a 75 Mile Radius. Employees on Qualifying Military Leave Under USERRA Will Have the Normal Hours of Work Missed Credited Towards the 1250 Hour Threshold. Hours Credited for Other Forms of Leave Such As, But Not Limited to, Vacation, Sick Leave, Holidays and Workers' Comp Will Not Be Counted Towards the 1,250 Hour Threshold.*

### **GENERAL**

Employees who meet the length of service and hours worked requirement described above have rights under the Family and Medical Leave Act. As a general rule, employees must request leaves of absence under this law and policy, but in appropriate situations, employees may be placed on leave status without application.

### **REASON FOR LEAVE OF ABSENCE**

Medical and Family Leave: An eligible employee may be entitled to a leave of absence under this law and policy if a serious health condition, including disability resulting from an on-the-job injury, prevents the employee from being able to perform his or her job, if the employee's spouse, child or parent has a serious health condition and the employee must be

absent from work in order to care for that relative, or to care for a natural child, adopted child, or formally placed foster child, provided that entitlement to leave to care for a child who is newly born or newly received in the employee's household shall end 12 months after a natural child is born or 12 months after an adopted or foster child is received in the employee's household.

Military Caregiver Leave: An eligible employee whose spouse, parent, child or next-of-kin is a covered service member of the Armed Forces of the United States may be entitled to leave of absence to care for the service member if he or she is injured while on active duty.

Qualifying Military Exigency Leave: An eligible employee whose spouse, parent or child is a member of the National Guard or Reserves of the U.S. Armed Forces and is on active duty or called to active duty in federal service may be entitled to a leave of absence due to one or more qualifying exigencies arising out of the active duty or call to active duty.

Qualifying exigencies are: 1) Short-notice deployment (*i.e.*, notice of 7 days or less); 2) Military events and related activities; 3) Childcare and school activities (regular or routine childcare by the employee does not count); 4) Financial and legal arrangements; 5) Counseling; 6) Rest and recuperation; 7) Post-deployment activities; and 8) Additional activities not encompassed in the other categories, but agreed to by the employer and employee.

*Proof of need for leave of absence may be required regardless of the type of leave taken.*

#### **LENGTH OF LEAVE**

Medical and Family Leave: An eligible employee may take the equivalent of a total of 12 work weeks of leave during a 12 month period for his or her own serious health condition, that of a parent, spouse or child\*, or to care for a newly born or newly received child. **The company uses a rolling 12 month period that looks backward from the time the leave is requested. Any leave taken during the preceding 12 month period prior to the commencement of the leave will be used to determine the amount of available leave time.** Leave to care for a newly born or newly received child must be taken consecutively. Leave required because of the employee's own serious health condition or that of a spouse, child, or parent, may be taken intermittently or by means of a modified work schedule when necessary.

\*For purposes of the FMLA, a "child" is defined as "under the age of 18; or 18 or older but incapable of self-care because of physical or mental disability."

Military Caregiver Leave: Leave to care for an injured service member may be taken for up to 26 work weeks in a single 12 month period. Any leave taken by the employee for any other FMLA qualifying reason will count against the 26 weeks of leave permitted to care for an injured service member.

Qualifying Military Exigency Leave: Leave taken because of a qualifying exigency is available for up to 12 work weeks in a 12 month period. Leave taken because of a short notice deployment is limited to 7 days from the date of notice, and leave taken to be with the service member during periods of rest and recuperation is limited to 5 days per period of rest and recuperation. Leave taken to attend post-deployment activities must be taken within 90 days of the end of active duty service.

Employees who are unable to or do not return by the end of the covered leave will be considered to have resigned from employment. This does not impact the employee's ability to reapply with the company at some point in the future, but all employment decisions will be made based on the company's needs at the time. If rehired, benefits will apply as if the employee is a new hire, unless otherwise required.

If there is ever a question as to the amount of FMLA available, it is the employee's responsibility to contact the company on this matter. No additional notice will typically be provided informing an employee that leave eligibility is about to expire.

#### **COORDINATION OF LEAVE AND PAID TIME OFF**

An employee who must be absent for an FMLA-qualifying reason will be paid for time lost from work from accrued vacation, sick leave, or other paid time off balances, if any, until these benefits are exhausted. The balance of time under FMLA or extended leave will be unpaid by the company.

The lone exception is when FMLA leave occurs as a result of a Workers' Comp injury. In this case, employees may be eligible for payment of a portion of lost wages through the company's Workers' Comp insurance carrier and accrued benefit time will not be used unless requested by the employee to bridge any waiting periods.

Leave taken under this policy counts towards the employee's FMLA eligibility and any granted extensions, regardless of whether all or part of the employee's leave is company paid or is covered by Workers' Comp.

#### **EFFECT OF LEAVE ON ACCRUAL OF FRINGE BENEFITS**

Health benefit plan: Employees taking leave under this policy must continue to pay their portion of health benefit plan premiums on the same date that such portion of premiums would be deducted from the employee's wages, unless other arrangements are made in writing and acknowledged by the employee and the company. If an employee is otherwise eligible, but elects not to return to work at the end of the FMLA leave period, the employee may be required to reimburse the company for the cost of premiums paid during the leave period.

Accrual of paid leave: Unpaid time lost from work due to leave granted under this policy is not considered time worked for the purpose of accrual of paid time off.

### **EMPLOYEE RESPONSIBILITY**

Employees who request leave under this policy must give 30 days advance notice or such lesser amount of notice as is possible in the particular circumstances. When the need for leave is unforeseeable, the employee must follow the normal company procedures for reporting an absence. When a request for leave is received, the company, at its expense, has the option of requiring an examination by a second health care provider designated by the company.

Employees who are on intermittent leave or are working in any way while on FMLA leave are required to make every effort to schedule health care appointments so as to provide as little disruption to the company's operations as possible. Employees may not engage in employment or work for another employer while on leave without express written consent of company management.

### **TERMINATION OF LEAVE OF ABSENCE**

A leave of absence under this policy will end when the need for the leave of absence ends, or when the maximum leave described above has been taken, whichever occurs sooner.

### **REINSTATEMENT**

At or before the conclusion of the FMLA leave of absence the employee is entitled to reinstatement to his or her former position or to a position equivalent to his or her former position. The employee must give reasonable notice of intent to return to work. For a leave granted for personal medical reasons, the company may request a fitness for duty statement from a health care provider prior to reinstatement.

### **EXTENSION OF LEAVE WITHOUT BENEFITS**

An employee who is unable to perform the duties of his or her position due to his own disability and who has exhausted entitlement to leave under the Family and Medical Leave Act by taking 12 consecutive weeks of leave may, upon advance written request and submission of written medical certification of a continued serious health condition, be granted up to an additional 14 weeks of leave. Requests for extended leave will be reviewed by the company and decisions will be made on a case-by-case basis.

This additional leave of absence does not entitle the employee to reinstatement or to payment of any portion of health benefit plan premiums. If able to return to work prior to the exhaustion of the extended leave, the employee may be returned to his or her previous position if it is vacant and is to be filled, or to some other position of equal or lesser compensation if qualified and there is a vacancy to be filled. If the employee is not returned to active employment, the extended leave of absence may be continued until a return is possible or the extended leave of absence expires, whichever occurs sooner.

Employees who have exhausted their FMLA leave under other circumstances, but who continue to require leave which would qualify for FMLA leave if such leave had not been exhausted, may apply for an extended leave of absence for personal reasons. Such extended leaves are granted only at the discretion of the company.

#### **SEPARATION OF EMPLOYMENT**

An employee's employment will terminate if he or she does not return to full active employment status at the conclusion of his or leave of absence or extended leave of absence. This does not affect the employee's ability to re-apply for the position at a later time. It is the employee's responsibility to stay apprised of the amount of leave remaining and to stay in contact with the company regarding ability and intent to return. Employees with circumstances that warrant special consideration should bring those situations to the attention of management.

#### **SPECIAL SITUATIONS**

Spouses: When both a husband and a wife are employed, their combined right to a leave of absence because of the birth or placement of a child to care for a child or parent with serious health condition is 12 weeks in a 12 month period, or 26 weeks in a single 12 month period to care for an injured service member.

Key employees (salaried employee in highest paid 10% of all employees): Such employees may be denied reinstatement rights if reinstatement would cause substantial and grievous economic injury to operations.

#### **FULL TIME EMPLOYEES WHO HAVE WORKED MORE THAN 90 DAYS BUT LESS THAN 12 MONTHS OR WHO WORK AT A LOCATION WHERE THERE ARE LESS THAN 50 EMPLOYEES WITHIN A 75 MILE RADIUS**

Employees in this category may be granted a leave of absence for the reasons defined above for up to Twenty-Six (26) weeks in a 12 month period as defined above; however, the company cannot guarantee employees that their original position or an equivalent position will be available when they desire to return. The employee may be reinstated to his or her original position if available, or to any position of equal or less compensation where there is a vacancy and for which the employee is qualified. If no such vacancy exists at the time the employee wishes to return to work, the employee's leave may be continued. Any employee who has not been reinstated twenty-six (26) weeks following the commencement of a leave may be terminated. This action shall not affect the employee's eligibility to be considered for hire as a new employee at some future time.

The company will pay its portion of the health insurance premium for any employee for whom the company has been paying such premium for the balance of the month in which the leave

begins. At that time, the employee will be responsible for the full cost of the health insurance subject to the terms and conditions of our insurance plan document.

**PART-TIME EMPLOYEES, TEMPORARY EMPLOYEES AND EMPLOYEES WHO HAVE WORKED LESS THAN 90 DAYS**

Employees in this category are not eligible for a leave of absence. Employees who are absent more than five (5) consecutive workdays for any reason may be terminated but may be eligible for rehire at a later date.

**NOTICE OF RIGHTS**

Federal law requires that the company provide you with notice of your rights and responsibilities under the Family and Medical Leave Act as they appear on WHD Publication 1420 Revised February 2013 “Employee Rights and Responsibilities under the Family and Medical Leave Act”.

***INSURANCE BENEFITS (UPDATED 1/1/19)***

A group health insurance plan is available to all full-time employees (30 hours or more per week) beginning on the first day of the month following 60 days after date of hire. Payment of all premiums will be collected through payroll deductions. Bright Start pays a portion of the premium for employees only. If you wish to add dependents you will be responsible for 100% of their premium. Contact the office to find out the current premium amount for single and family coverage, as well as the current Company contribution.

Dental insurance is available to all full-time employees beginning on the first day of the month after 1 full month from date of hire has passed. The employee is responsible for the premium for dental coverage as well as any premiums for additional family members and will be collected through payroll deductions.

In addition to the group insurance, the Company also pays the entire cost of Workers’ Compensation insurance, which provides, in cases of on-the-job accidents, compensation for medical and hospital expenses and lost time from work.

Full details of the group insurance program are available and can be found in the insurance booklet. Contact the office to obtain a copy of this booklet.

Employees are eligible to continue the group insurance for 18-29 months upon termination of employment under federal COBRA provisions, unless the termination is due to gross misconduct. Spouses and children are eligible to continue the group insurance for up to 36 months in the event of the employee’s death or certain other conditions. The cost of continuing the insurance will be the responsibility of the employee and/or dependents. Additional details will be provided during initial enrollment and at the time of a qualifying event.

### ***WORKERS' COMPENSATION***

All employees are covered by Workers' Compensation Insurance which is purchased and paid for by the company. If you are injured while on the job, this insurance will usually pay medical and hospital benefits related to the accident or injury. If you are disabled, it may also pay a weekly benefit, the amount of which is established by state law.

All workplace accidents or injuries, no matter how minor, should be reported to your supervisor or another manager immediately. Failure to do so may result in a delay or denial of Worker's Compensation benefits.

### ***401(K) PLAN***

Bright Start provides a 401(k) plan for all employees earning \$5,000 per year or more. Contact your HR Administrator for additional information concerning this plan.

### ***HOURS OF WORK, WORK WEEK, AND PAYDAY***

Bright Start's typical working hours are Monday through Friday 8:30 am – 5:00 pm. Unless scheduled, or specifically requested by your supervisor, employees should not work more than 40 hours in one week. All employees are paid on the 5<sup>th</sup> & 20<sup>th</sup> of the month. The work week begins on Monday and ends the following Sunday. If a payday falls on the weekend, employees will be paid on Friday.

Direct deposit is required for all employees.

There may be times when families and Bright Start, LLC request visits outside of the normal working hours and it is part of the employee's job expectation to meet this need. If you feel that this is excessive, discuss with your supervisor.

### ***WAGE DEDUCTIONS***

There are certain items that must be deducted from gross wages, such as Social Security taxes, federal and state withholding tax. If you elect to participate in the group insurance plan, your share of the premium will be deducted. If you elect to participate in the retirement plan, your contributions will be deducted.

In addition, you may be required to reimburse Bright Start for loss, damage or breakage of company or families' property, or any other account receivable. In the event of termination, any balance owed is subject to be deducted from all available wages, including any pay received for accrued but unused vacation time.

All deductions are to be made in accordance with federal Wage and Hour regulations and state wage payment regulations.

### ***ABSENTEEISM AND TARDINESS***

Good attendance on the job is an important part of the employee's employment record with the company. Failure to be on the job on time each day causes undue hardship for all other employees and upsets the smooth operations of the company. An employee who is going to be absent for any reason is required to notify his or her supervisor **by phone call** before the start of the workday (8:30am). A message left with co-workers, or other unauthorized personnel is not acceptable as notification. Texting and email is also NOT acceptable. If illness is given as a cause for the absence, Bright Start has the right to require a written statement from the employee's doctor. Each occurrence of absenteeism or tardiness will be evaluated on a case-by-case basis and may be considered cause for discipline up to and including termination, depending on the circumstances.

Occasional tardiness may not be avoidable, but continued tardiness (over 15 minutes) cannot be allowed. Unusual conditions such as transportation problems, family difficulties, or bad weather may be a reasonable cause for tardiness, as long as it is not excessive. An employee who is going to be tardy for any reason is required to notify his or her supervisor before the start of the workday. Excessive absenteeism is defined as three or more occurrences of absenteeism in a three-month consecutive period of time. In the event an employee incurs excessive absenteeism, a disciplinary process will be initiated and may negatively affect an employee's performance and compensation review. When an absence occurs, the employee will be required to use any PTO balance available for the missed time from work, regardless of the number of hours worked during the week. Absenteeism from work will be documented and reviewed each pay period. Once an employee incurs three or more occurrences in a three-month period, a disciplinary process will begin.

Any employee who fails to report to work for two consecutive days without proper notification to his or her supervisor will be considered to have voluntarily resigned.

### ***INCLEMENT WEATHER***

During an inclement weather event, you will be directed by Bright Start regarding whether to report to work as scheduled during ice, sleet, snow, and severe thunderstorms as well as other documented weather events. In the event of severe weather all employees will receive notification from their supervisor for openings and closings. If the office is closed and we have had enough time to prepare, employees will be expected to work from home or use PTO. During a documented weather event that causes inclement weather if you cannot safely get to your scheduled work location, you must call the Supervisor immediately, so he/she can advise you concerning alternate arrangements. However, if Bright Start is open, and the employee does not check in, this may be treated as a disciplinary offense, unless there are extenuating circumstances.

### ***PERFORMANCE APPRAISALS***

Bright Start will attempt to give each employee a performance review at the conclusion of the Introductory Period, and then annually thereafter. The reviews will normally be given around

the employee's anniversary date; however, this may vary, based upon length of service, job position, past performance, changes in duties, or on-going performance issues.

The appraisal may address factors such as quality and quantity of work, attendance, and overall performance. It should also be an opportunity for the employee to speak freely about concerns and expectations.

Please be aware that a positive performance review is not a guarantee of a wage increase. Although performance is certainly a factor, it is not the only consideration. The length of time since your last increase, your wage in relation to your job and the prevailing market, and the overall financial health of the organization may also be considered.

This review process should never prevent an employee from bringing a question or concern to a supervisor's attention at any time. Likewise, supervisors should not wait until the review process to discuss positive or negative behavior with an employee.

### ***PROMOTIONS AND TRANSFERS***

It is the policy of Bright Start to fill all positions with the best qualified people. As positions become available, Bright Start reserves the right to either directly promote or transfer a qualified employee, or to open the position for application by internal and external candidates.

### ***SUGGESTION SYSTEM***

Bright Start welcomes your ideas and suggestions. Sometimes the most unusual or even the simplest suggestions can be applied to improve working conditions, provide better services and public relations, eliminate unnecessary expenses, or increase revenues.

Please pass along any suggestions or recommendations you might have to your supervisor. Although not all ideas can be adopted, every effort may be made to utilize any practical suggestion.

### ***TRAINING AND EDUCATIONAL ASSISTANCE***

Bright Start may provide periodic training courses for qualified employees. Training required by Bright Start will be counted as hours of work, and compensated in accordance with Wage and Hour regulations.

Employees who wish to attend training courses on their own must receive prior approval from their supervisor or an authorized member of management in order to be reimbursed or receive credit for hours worked.

If any employee is attending a training that is outside of their home office they will be reimbursed for meals. This only pertains to food and non-alcoholic beverages.

### ***FAMILY RELATIONS***

It is the policy of Bright Start to provide their families with the best possible service. Employees must treat families in a courteous, respectful manner at all times. Families must not be treated in

a condescending or impolite manner, and should not be kept waiting for an unreasonable amount of time.

When a family approaches with a question or complaint, the employee should give the matter immediate attention. Should a family become abusive or argumentative, and the employee cannot handle the situation, the family should be referred to a supervisor.

Employees should be particularly careful to exercise courtesy and thoughtfulness in using the telephone. A prompt follow-up to all telephone messages is expected within 24 hours.

### ***FAMILY COMPLAINTS***

On occasion, a family may be dissatisfied with our services. If you have reason to believe a family is upset with you or Bright Start, report the incident to your supervisor. *If a family tries to argue with you, above all be courteous. Do not engage in an argument. Regardless of who is right or wrong, any verbal or physical confrontation with a family may lead to discipline up to and including termination.*

### ***DRESS AND PERSONAL APPEARANCE (UPDATED 1/1/19)***

We expect employees to maintain an acceptable standard of modesty and good taste in their dress. It is therefore most important that you be neat in appearance and well groomed, and that your clothing is clean and appropriate to a place of business. Specific guidelines are outlined in our Dress Code Policy.

### ***HOUSEKEEPING***

We try to provide you a clean and safe place in which to work, and you are expected to keep all work areas including the kitchen, neat, clean, and free of articles not being used. You should store materials and equipment in designated places, and dispose of waste in proper containers. Housekeeping is the responsibility of us all, and by practicing good housekeeping, you are contributing to a safe work environment.

### ***LOITERING***

There should be no one found loitering on company property at any time. If you notice anyone who does not appear to be an employee, or who acts in a suspicious manner, offer the individual your assistance. If you are not satisfied with the person's response, or if you are not comfortable approaching a suspicious individual, report immediately to your supervisor or other appropriate personnel.

### ***PERSONAL MAIL AND TELEPHONE CALLS***

Since Bright Start's goal is to serve its families, it is important that the telephone lines be kept as free as possible so as not to interrupt the daily flow of business. Personal telephone calls, both

outgoing and incoming, should be limited to those that are necessary and should be brief. Personal long-distance calls should not be charged to Bright Start.

#### ***USE OF PERSONAL DEVICES & CELLULAR TELEPHONES***

Personal cellular telephones, and other communication devices that are paid for by individual employees may not be worn by the employee while performing job duties with Bright Start. However, use of these devices (personal or professional) must be reasonable and should be restricted to necessary contact only. Specific guidelines are outlined in the Company Cell Phone Policy.

#### ***WORK RULES AND DISCIPLINARY PROCEDURE***

It is our policy to place as few restraints on personal conduct as possible. We rely on individual good judgment, sense of responsibility, and professionalism. You are expected to conduct yourself in an appropriate manner. However, for the protection of our property, business interests, and other employees, we have established certain rules of conduct. While it is not possible to list all of the forms of conduct or behavior which are not acceptable in the workplace, following are some examples which may lead to disciplinary action up to and including termination:

- ♦ Possession, carrying, or being under the influence of intoxicating beverages or illegal drugs on company property, cars and client homes.
- ♦ Dishonesty, fraud, theft, pilferage, or unauthorized removal of property of the company or others.
- ♦ Bodily assault upon any person, or fighting on company property.
- ♦ Immoral or indecent conduct on or off Bright Start premises.
- ♦ Possession of firearms or any dangerous weapons (or explosives) on company property.
- ♦ Disclosing business information of a confidential nature to unauthorized persons, or any action by an employee that might cause the employer to lose business or that would create poor public relations.
- ♦ Insubordination towards Bright Start supervisors, refusal to perform supervisor's assignments, or directing abusive, negative, profane or threatening language at any Bright Start supervisor, employee, company representative, or client.
- ♦ Falsification of employment application or other company records.
- ♦ Conviction of a felony or serious misdemeanor on company premises or away.
- ♦ Unauthorized leaving of company premises during working time.
- ♦ Gross negligence resulting in serious injury to an employee or damage to Bright Start property, client property, or the property of fellow employees.
- ♦ Willful damage or destruction of company material or property, client property, or the property of fellow employees.
- ♦ Failure to return to work following a leave of absence or job related injury after being released to return to work by a physician.
- ♦ Absence from work without proper notification to Bright Start.

- ♦ Participating in an unauthorized work stoppage or slowdown, or interfering with production.
- ♦ Careless or improper work performance.
- ♦ Smoking in unauthorized areas.
- ♦ Failure to do acceptable quantity and/or quality work.
- ♦ Loafing or neglecting work.
- ♦ Failing to follow safety rules and regulations.
- ♦ Failing to report accidents or injuries or having excessive accident record.
- ♦ Failing to obey instructions.
- ♦ Gambling on company property.
- ♦ Unauthorized operation of machines, tools, or equipment.
- ♦ Unauthorized posting of material or defacing materials on Bright Start bulletin boards.
- ♦ Excessive time on breaks or taking unauthorized breaks.
- ♦ Violation of no solicitation/distribution rule.
- ♦ Poor housekeeping, creating or contributing to unsanitary conditions.
- ♦ Excessive waste of materials or supplies.
- ♦ Unauthorized starting or stopping work early.
- ♦ Failure to wear required personal protective equipment.
- ♦ Sleeping on the job.
- ♦ Leaving job without permission.
- ♦ Any other reason which the company determines, at its sole discretion, warrants disciplinary action.

The above rules are not meant to be all-inclusive, and do not prohibit or restrict Bright Start from taking disciplinary action on other matters pertaining to employee behavior. The company reserves the right to respond to any situation with the level of discipline that, in management's sole discretion, it determines appropriate for the situation. Bright Start reserves the right to treat each employee individually without regard for the way it has treated other employees and without regard to the way it has handled similar situations.

Any questions concerning these rules and procedures should be directed to your supervisor.

### ***COMPANY PROPERTY***

You are urged to be as careful with company property assigned to your care as you are with your own belongings. All files are the property of Bright Start. Only working files are allowed to leave company premises, as needed, and are to be returned within 48 hours. An employee taking personal time off (i.e., vacation, medical, etc.) is required to return all files prior to taking time off. Violation of this policy may result in disciplinary action, up to and including termination of employment.

Employees who work out of their homes must keep files in their homes in a secure place. Specific guidelines are outlined in the Telecommuting policy.

An employee who is terminated, voluntarily or involuntarily, is required to return all company property (i.e., equipment, supplies, files, etc.). Failure to return such items, as well as the

payment of any outstanding debts owed to the company, must precede the issuance of the employee's final pay check, otherwise, the indebtedness is considered to be an advance of wages and may be deducted from this final check, or any other available pay (i.e. unused vacation, bonuses, commissions, etc.), as permitted under Wage and Hour regulations.

If an employee works from home and takes 3 or more days of PTO, his/her files either need to be brought into an office or documented arrangements need to be made in order for all files to be accessed.

### ***ACCIDENTS, SAFETY, AND INJURIES***

The elimination of accidents is a responsibility we all share. The safety of every employee is a matter of great concern that requires constant effort by every member of Bright Start.

All injuries or accidents, regardless of how slight they may be, must be reported immediately to your supervisor. Company first aid kits are available for your use if the injury is not severe.

Experience has shown that accidents are more likely to occur in surroundings which are not orderly and clean. It is therefore your responsibility, as well as ours, to see that all work areas are kept clean and as free of clutter as possible.

We try to provide you with safe working conditions, and we regard safety first as being very important throughout the company. You are responsible for notifying your supervisor of any dangerous or unhealthy conditions you observe.

Following are examples of common safety rules that we ask you to observe in order to help make Bright Start a safe and orderly place to work:

- ♦ Report all injuries, however slight, to your supervisor at once.
- ♦ Do not lift items which are too bulky or too heavy to be handled by one person. Ask for assistance.
- ♦ Keep all aisles, stairways, and exits clear of boxes, cords, and equipment.
- ♦ Do not place equipment and materials so as to block emergency exit routes or access to fire extinguishers.
- ♦ Do not participate in horseplay, or tease or otherwise distract fellow employees.

### ***ACCIDENT RESPONSIBILITY***

All accidents, regardless of how minor, must be reported to Human Resources immediately. Accidents that result in financial loss to either Bright Start or a family may be investigated, and a determination made as to whether the employee involved was responsible in any way for the incident. Regardless of the degree of involvement, an employee found to be at-fault may be required to reimburse Bright Start for the deductible paid, in accordance with the company's liability policy. This amount may be deducted from the employee's pay in accordance with federal and state wage payment regulations.

### ***TRAVEL REIMBURSEMENT***

Employees who use their personal vehicles to conduct company business and drive more than 600 miles in a given month, you will be reimbursed at a base rate of \$200, \$300 or \$350 plus \$.20/mile. The base rate is based on years of service: new - 2 years (\$200), 3-5year (\$300), 6+ years (\$350). Employees who drive 600 miles or less may be reimbursed at a rate of \$.38 per mile. An accurate record of the date, destination, and mileage should be entered into the payroll system by noon on the 1<sup>st</sup> of every month. If not turned in by this deadline, **you forfeit your right for reimbursement for that month's travel.**

### ***DRIVER RULES***

All employees are required to have a valid SC Driver's License, SC License Tag and automobile insurance at all times. Driving records are checked annually. Loss of driving privileges or insurance coverage may result in termination. If any of the above occurs it should be reported immediately to the HR Administrator.

Any moving violation, or an accident where the employee is ruled totally or partially at fault, may result in a loss of driving privileges with the company. This is true whether or not the employee was working at the time of the citation or the accident.

### ***TERMINATION OF EMPLOYMENT***

#### **Voluntary Resignation**

Should you elect to resign from Bright Start, we would appreciate advance notice of at least two (2) full weeks. This advance notice will allow your supervisor time to adjust working schedules, attempt to secure a replacement, and should enable you to resign in good standing. **If you are able to give a one (1) month notice, you will be allowed to use up to 3 days of earned, unused PTO within the first 3 weeks after your resignation notice. You will not be allowed to use PTO during the 4th week of your resignation notice unless approved by your supervisor.** If you resign in good standing, you may be given consideration if you wish to return to work at a later date.

#### **Reduction in Force**

Should it become necessary for your employment to be terminated because of an economic reduction in force, you will be given as much advance notice as is practical.

#### **Termination**

A termination is any discharge which is initiated by the company. Employment with Bright Start is based on the consent of both the individual employee and the company. Therefore, both the employee and Bright Start have the freedom to terminate employment whenever either chooses.

***EXIT INTERVIEW***

Any employee leaving Bright Start is requested to complete an exit interview by email sent by the HR Administrator or in person by request. The purpose of the interview is to determine the reasons for termination and to resolve any questions of compensation, Bright Start property, or other matters.