



Action Day | Primary Plus

PRIVATE INFANT CARE · PRESCHOOL · ELEMENTARY · MIDDLE SCHOOL

Employee Policy and Procedure Handbook

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We want you to know who we are and what we stand for.

Welcome to our school! We believe that our staff members are the backbone of our organization. The staff members that the children encounter are the most important factors in their school experiences each day. Staff members need to be well-informed of school policies. This Handbook is an attempt to keep our employees informed.

We have done our best throughout this Handbook to correctly explain the policies, procedures, benefits, and obligations that apply to our employees. However, if these pages contain anything that disagrees with formal documents, such as insurance policies, laws, and regulations, then the formal documents must take priority. For this reason, you are encouraged to review these formal documents by making an appointment with your Director.

Before addressing specific policies, we invite you to review our accomplishments, to consider our philosophy, and to share our goals. We are convinced that pride in accomplishment, a common philosophy, and shared goals lead to the best program for the children we serve.

The History of Action Day Nursery & Primary Plus

It's A Proud Record . . .

- 1968** Action Day Nursery began operating as a preschool on **Pruneridge Avenue**.
- 1971** The second preschool, on **Moorpark Avenue**, opened its doors. An infant center is also located at the Moorpark School.
- 1975** Our third preschool joined the Action Day Nursery group on **Lincoln Avenue**.
- 1976** The **Action Day Academy of Dance** originated at our Moorpark School.
- 1978** Action Day Nurseries took over ownership of **University Preschool** on June 1, 1978. University Preschool had been in existence in Saratoga for more than 22 years at that time.
- 1979** In July, **Primary Plus** opened on Amber Drive. Primary Plus is our elementary school with grades Jr. Kindergarten through 4th. The school is staffed with warm, caring adults who are personally interested in each child's success and demonstrate that learning is exciting and important.
- Primary Plus Saratoga** campus began offering extended day classes at the former Brookview Elementary School.
- 1981** In 1981, our family had a new addition in Mountain View. The **Mountain View Primary Plus** includes an infant and a preschool program.
- 1984** In September 1984, **West Valley Middle School** welcomed students from fifth to eighth grade.
- 1985** **Primary Plus – Saratoga** campus expanded to include an infant and toddler program, preschool, and private classes for children enrolled in Kindergarten.
- 1989** In October 1989, **Primary Plus - Phelan** opened as another addition to Primary Plus. Phelan School offers infant care, preschool, Jr. Kindergarten, and extended-day care.
- 1990** In August 1990, **Primary Plus - Coventry** opened its doors to serve infants, preschoolers, and Kindergarteners.
- 1992** Our numbers in all of the elementary grades grew consistently in the fall of 1992. The **Moorpark** facility had an addition! We added 3000 Moorpark, which was built as a farmhouse in the 1930s. The house, garage and apartment added enough space for three classrooms and a teacher's room to the Moorpark School.
- 1994** Our **Moorpark** facility expanded to provide four classrooms for an additional 75 children in Building "B," which was dedicated to Frank L. & Anita Calero.
- 1996** Our **Moorpark** facility expanded once again to provide four more classrooms for an additional 75 children in Building "C," which we call Friendship Lane.
- West Valley Middle School** reopened.

- 1996** Our Moorpark facility was expanded a 4th time to include Building “D,” which houses elementary classes on the ground floor and corporate headquarters for **Action Day Nurseries, Inc.** and **Primary Plus, Inc.** on the 2nd floor.
- 1998** Primary Plus, Inc. purchased the **El Quito School** site from the Moreland School District.
- 2001** **Lincoln Preschool** expanded with new buildings to allow for an infant program.
- 2003** West Valley Middle School moved to an expanded facility at the Phelan School site.
- 2005** In November of 2005, the **Allen School** site opened its doors to accept infants, preschool and extended day children. The Allen school is located in Almaden Valley, San Jose, near Oakridge Shopping Mall. The eight acres provides lots of outdoor space for all ages. Expected growth for Fall, 2006 will include a Junior Kindergarten.
- 2008** Our enrollment at the **Allen School** continued to grow and the classrooms were filled from a waiting list. We purchased three portable buildings had them placed on the school site. Kindergarten was also added at Allen. The San Francisco Business Times voted ADPP on the *100 Best Placesto Work in the Bay Area* list.
- In June, Action Day Primary Plus celebrated its 40th Anniversary with a professionally-produced video presented at our *Sleeping Beauty* dance show. The show also featured a special waltzing couple; our founders Carole & John Freitas.
- 2009** In December, we had our first Christmas tree lighting ceremony at our **Moorpark School**. We lit a 220 foot tall living tree on the property, believed to be the largest growing tree that has been lit in the U.S. Over 1,000 people attended this now annual event.
- 2010** The **West Valley Dance Company’s** “Dance Cats” was created for dancers craving additional performance opportunities and competitive dancing experience.
- The Child Care Exchange Top 50 in the U. S. placed ADPP at 17th in the nation among ‘for profit’ childcare organizations.
- 2013** ADPP celebrated its 45th anniversary by winning a Gold Medal in Bay Area Parent for “Family Favorite.”
- Our award-winning dance team, the **West Valley Dance Cats**, celebrated the start of their 4th season by welcoming two new litters: the Dance Kittens (for dancers aged 4-6) and the Tom Cats (an all-boy dance team).
- 2015** In June of 2015, **West Valley Dance Company** continued to expand and opened its first stand-alone studio on Bascom Avenue.
- Primary Plus Elementary School’s** growing enrollment called for an expansion, and another portable was added to the site.
- In October 2015, **Lincoln School** expanded to include 3 additional properties, and completed phase one which included 2 new infant center classrooms.
- 2016** **West Valley Dance Company’s** growth continued, and a 2nd stand-alone studio was opened in Willow Glen.

2017 In August, **West Valley Dance Company** opened a third location in Mountain View.

Lincoln Infant Center expanded to accept an additional 30 babies.

The **Phelan** Campus expanded with the addition of 2 portable units.

2018 Celebrating our 50th Anniversary!

WVDC opened its 4th Studio on Bascom Ave.

Action Day Nursery & Primary Plus

A Philosophy - In Progress

Our schools' doors opened in 1968 because of the desire to experience first hand the marvelous thrills and excitement in the world of children. Of interest to the founders is the tremendous amount of learning that goes on each year in young children. It is a very exciting time for them. All of the important loving and guiding experiences of infancy we see played out as the child grows. We believe we have an opportunity to suggest much of what will happen to children as they go through elementary school, junior high school and on into adult life. It also is a challenge to the people in our programs to provide a situation that can assist in maximum development for children. Many things that can be picked up and observed during the early years can be corrected or encouraged, leading to much greater success in the years that follow.

We have maintained over the years that we have been in operation a philosophy that encourages what we call a "semi-structured program." Semi-structured means, to us, that we have a program put together by teachers and others that sets our specific goals each day, week and month for every child enrolled in our program. The children are "lead to" not "made to" take part in these activities. We feel that this makes it a semi-structured situation that allows for specific growth and individual freedom.

One of the important differences in our philosophy has been the fact that we have been committed to a particular kind of adult in our school environment. We have been proud of the fact that we have carefully chosen adults who really care about children. We could spend hours and hours going through books, writing lesson plans, buying equipment, setting up the school; however, the most important factor in any school situation is the adult. It is exceedingly important that when each child enters the school situation, he or she finds an adult who really, truly likes him or her.

It is our hope that each child will leave at the end of the day feeling better about himself or herself and also equipped with a number of things they can say to themselves they can do that they couldn't do when they started that day. If we achieve this goal, we add tremendously to the resources that each child takes with him or her as they move up the educational ladder. It is our continued hope that we will be able to provide an environment that stimulates positive feelings about oneself as well as a sound curriculum for each child.

Action Day Nursery & Primary Plus

Goals and Objectives

Provide an educational setting that will be staffed with warm, personally interested adults who will give the students the message that learning is exciting and important.

Provide activities that will attempt to bring children's knowledge, interests and abilities into focus and allow each child to enjoy and to experience success in his or her initial encounters with education.

Establish a learning environment that will allow the children to experience the maximum amount of success possible.

Develop a curriculum that brings children and knowledge together in a relaxed environment that will blend personal development and self- understanding.

Increase understanding and provide experiences with peer relationships.

Provide a bridge between classroom experience and the home.

Attempt to make learning FUN!

*Now that you know more about us,
here are the rules under which we operate...*

Chapter 1

INTRODUCTORY STATEMENTS AND POLICIES

A. INTRODUCTION

Welcome! As an employee of Action Day Nurseries, Primary Plus, Inc., we expect that you will find your employment here to be both rewarding and challenging.

The quality of our employees is the greatest key to our success; we carefully select our new employees. In turn, we expect our employees to contribute to the success of Action Day Nurseries, Primary Plus, Inc.

This Employee Policy and Procedures Handbook sets forth the terms and conditions of employment of all full-time and part-time employees, and their supervisors. Individual written employment contracts may supersede some of the provisions of this Handbook.

This Handbook is designed to familiarize you with our major policies. Your supervisor will be happy to answer any questions you may have.

Any written changes to this Handbook will be distributed to all employees so that employees will be aware of the new policies or procedures. No oral statements or representations can in any way change or alter the provisions of this Handbook. The current Handbook supersedes all previous handbooks and policies. Action Day Primary Plus reserves the right to revise, modify, delete, or add to any and all policies, procedures, and work rules stated in this Handbook or any other document, except for the policy of at-will employment.

B. STATEMENT OF AT-WILL EMPLOYMENT STATUS

Nothing in this Handbook, or in any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee.

Employment at either Action Day Nurseries, Primary Plus, Inc. is employment at-will. Employment at-will means that you may leave or be terminated, with or without cause and with or without notice, at any time.

Nothing in this Handbook or in any document or statement shall limit the right to terminate employment at-will. No manager, supervisor or employee of Action Day Nurseries, Primary Plus, Inc. has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will. Only the President of Action Day Nurseries, Primary Plus, Inc. has the authority to make any such agreement and then only in writing.

This Employee Policy and Procedure Manual is not itself a contract of employment. Nor is it an agreement to provide permanent rights to any of our employees. It is merely a statement of our current policies and procedures, any of which can be unilaterally changed or deleted at any time. The one exception to this is our at-will employment policy, which is a policy which will not be changed without advance written notice and which may only be changed by the President of Action Day Nurseries, Primary Plus, Inc. or their Board(s) of Directors. While it is true that our policies can change, it is also true that as long as they are in force we expect you to abide by them as a condition of your continued employment.

Employees will, as a condition of employment, be expected to acknowledge the existence of our newly-adopted Alternative Dispute Resolution (“ADR”) Policy. (Should there be any conflict between that agreement and this Employee Policy and Procedure Manual, the ADR Policy shall take priority.) As set forth in the ADR Policy statement furnished to you with this manual, our Arbitration Policy is not a contract. It is merely a policy statement. It may be altered or terminated at any time without employee consent. However, as set forth in the ADR Policy itself, changes will be made only after a minimum of fourteen calendar days' written notice has been sent; and, such changes will not affect any disputes which arose prior to the date of any alteration or termination of the ADR Policy.

C. EQUAL EMPLOYMENT OPPORTUNITY

We are an equal opportunity employer. We make employment decisions based on merit. We want to have the best available persons in every job. Our policy prohibits unlawful discrimination based on race, color, creed, sex, religion, marital status, age, national origin or ancestry, physical or mental disability, medical condition, sexual orientation, genetic information, gender identity, gender expression, military or veteran status or any other consideration made unlawful by federal, state or local laws. All such discrimination is unlawful.

The Company is committed to complying with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in the operations of Action Day Nurseries, Primary Plus, Inc. and prohibits unlawful discrimination by any employee of Action Day Nurseries, Primary Plus, Inc., including supervisors and co-workers.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, Action Day Nurseries, Primary Plus, Inc. will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact their Director, preferably through their direct supervisor, and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job. We then will conduct an investigation to identify the barriers that make it difficult for the applicant or employee to have an equal opportunity to perform his or her job. We will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, we will make the accommodation.

If you believe you have been subjected to any form of unlawful discrimination, provide a written complaint to your supervisor or the individual with day-to-day personnel responsibilities. Your complaint should be specific and should include the names of the individuals involved and the names of any witnesses. Action Day Nurseries, Primary Plus, Inc. will immediately undertake an effective, thorough and objective investigation and attempt to resolve the situation. If we determine that unlawful discrimination has occurred, effective remedial action will be taken to commensurate with the severity of the offense. Appropriate action also will be taken to deter any future discrimination. We will not retaliate against you for filing a complaint and will not knowingly permit retaliation by supervisors or co-workers.

D. UNLAWFUL HARASSMENT

We are committed to providing a work environment free of unlawful harassment. Our policy prohibits sexual harassment, and harassment based on pregnancy, childbirth or related medical conditions, race, religious creed, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, genetic information, gender identity, gender expression, military or veteran status, or any other basis protected by federal, state or local law or ordinance or regulation. Our anti-harassment policy applies to all persons involved in the operation of Action Day Nurseries, Primary Plus, Inc. and prohibits unlawful harassment by any employee, including supervisors, coworkers and 3rd parties, including potential or current clients, independent contractors, interns, volunteers and vendors. Prohibited unlawful harassment includes, but is not limited to, the following behavior:

1. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
2. Visual conduct such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;
3. Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race or any other protected basis;
4. Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors;
5. Retaliation for having reported or threatened to report harassment; and
6. Communication via electronic media or any type that includes any conduct that is prohibited by state and/or federal law or by company policy.

If you believe that you have been unlawfully harassed, provide a written or verbal complaint to your own or any other supervisor, to the Director or to Human Resources as soon as possible after the incident. To ensure accuracy, a written complaint is preferred. Your complaint should include details of the incident or incidents, names of the individuals involved and the names of any witnesses. Supervisors will refer all harassment complaints to the personnel administrator, investigative officer or the Director. If you prefer to file your complaint directly to HR, you may do so by calling 408-244-1968 x 16. We will immediately undertake an effective, thorough and objective investigation of the harassment allegations. Confidentiality will be kept to the highest extent possible; however the investigation may not be completely confidential.

If it is determined that unlawful harassment has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined to be responsible for unlawful harassment will be subject to appropriate disciplinary action, up to and including termination. We will advise all parties concerned of the results of the investigation. We will not retaliate against you for filing a complaint and will not tolerate or permit retaliation by supervisors, other employees or co-workers.

We encourage all employees to report any incidents of harassment forbidden by this policy immediately so that complaints can be quickly and fairly resolved. You also should be aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment in employment. If you think you have been harassed or that you have been retaliated against for resisting or complaining, you may file a complaint with the appropriate agency. The DFEH's website is: www.dfeh.ca.gov.

E. HANDICAP OR DISABILITY ACCOMMODATION

The Americans with Disabilities Act of 1990, as amended, prohibits discrimination on the basis of disability and protects qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, and other aspects of employment. The law also requires that covered entities provide qualified applicants and employees with disabilities with reasonable accommodations that do not impose undue hardship on the employer. The Americans with Disabilities Act applies to our employees.

Both Action Day Nurseries, Primary Plus, Inc. abide by the requirements of the Americans with Disabilities Act and state laws governing employment of individuals with disabilities. If you are such an individual, please advise us of your disability and the nature of the accommodation(s) necessary to enable you to perform the essential tasks of the job. We will attempt to work with you to find a reasonable accommodation for your disability.

However, if accommodation of your disability within the confines of the position you hold is not feasible or if it creates an undue hardship with respect to our operations, we will attempt to transfer you to another substantially similar position if one is available. If no such position is available and a reasonable accommodation cannot be made, your employment will end.

Chapter 2

EMPLOYMENT POLICIES AND PRACTICES

A. HIRING PRACTICES

Each prospective employee is required to fill out an application for employment. This is followed by a screening interview. The prospective employee may be requested to return for a demonstration in the classroom, if that is appropriate.

Each school will maintain a personnel file for each employee working at that school, containing an application for employment, health form, performance evaluations and correspondence. Each personnel file is subject to inspection permitted by law.

B. ORIENTATION

Each new employee will receive an orientation in order to be introduced to the operations of the school and its personnel policies. During this time, the employee will be asked to read and sign a copy of this Handbook, other agreements, and complete other paperwork.

Each employee shall provide:

- Verification of a complete physical exam within the past year, including a TB test.
- Fingerprint Clearance
- Transcripts (photocopied) of course work completed
- Application
- Personnel Record
- Child Abuse Reporting Form
- Form I-9
- Refusal of Insurance (if applicable)
- Employee Rights
- Criminal Record Statement

All new employees are required to pay the fee for fingerprint and background check processing. If a new employee has already received a fingerprint clearance, and it is on file with the Department of Social Services, new LiveScan fingerprinting will not be required.

C. INTRODUCTORY EMPLOYEES

New employees are placed on introductory status for their initial ninety (90) calendar days of employment. During this time, each new employee and the school will have an opportunity to evaluate one another and the employee's compatibility, ability and interest in the job. Employment may be terminated at any time and for any reason during this period should termination be deemed necessary or appropriate by the employee or the school. Benefits are not accrued during the introductory period. If necessary, the introductory period may be extended.

During the introductory period, your supervisor will explain your job responsibilities in greater detail than was possible during the hiring process and will define the performance standards expected of you. Be aware that your job responsibilities may change at any time during your employment. From time to time, you may be asked to work on special projects or to assist with other work necessary or important to our objectives. Your cooperation and assistance in performing such additional work is expected.

We reserve the right, at any time, during or after your introductory period, with or without notice, to alter or change job responsibilities, to reassign or transfer job positions, or to assign additional job responsibilities.

Upon completion of the introductory period, we will review your performance. If we find your performance satisfactory and decide to continue your employment, we will advise you of any improvements expected from you. At this time, you also may express suggestions to improve our overall efficiency and operations.

Completion of the introductory period does not entitle you to remain employed by Action Day Nurseries, Primary Plus, Inc. for any definite period of time. Both you and we are free, at any time, with or without notice and with or without cause, to end the employment relationship and your compensation. After completion of the introductory period, employees will receive the benefits described in this Handbook for which they are eligible.

D. TEMPORARY EMPLOYEES

Temporary employees are personnel who are hired to substitute for employees who are temporarily absent, or personnel hired for a short term, such as summer employees. Short-term assignments will generally be periods of three (3) months or less; however, such assignments may be extended. Temporary employees receive only those benefits mandated by laws, ordinances or government regulations.

E. REGULAR FULL-TIME EMPLOYEES

Regular full-time employees are those who have successfully completed the introductory period and who also have a regular daily schedule, which encompasses at least 30 hours a week. Regular full-time employees are eligible for the employee benefits described in this Handbook.

F. REGULAR PART-TIME EMPLOYEES

Regular part-time employees are those who have successfully completed the introductory period, and have a regular daily schedule which encompasses less than 30 hours a week. Regular part-time employees may be assigned a work schedule in advance or may work on an as-needed basis. Regular part-time employees are eligible for some, but not all, employee benefits described in this Handbook.

G. PROMOTIONS

Promotions are made from within existing personnel whenever possible. Performance evaluations, ongoing education and leadership are among the basis considered in making promotional decisions.

H. STAFFING SCHEDULES

Staffing at each school site is directly related to the number of children enrolled and attending. If enrollment decreases, it is possible that the number of hours worked by the staff would be reduced. In such case, employees would be paid only for the actual number of hours worked.

1. Temporary Transfers

Employees who request a transfer for medical and/or family medical leave reasons will be considered for a temporary transfer if a position exists at the time the transfer is requested and the employee is qualified to perform the job. The employee will be paid in accordance with the responsibilities and duties of the temporary job.

2. Work Schedules

We normally are open for administrative business between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday. Children are received at campuses as early as 6:30 a.m. and they are to be picked up no later than 6:00 p.m. Your supervisor will assign your individual work schedule based on the needs of your school. All employees are expected to be at their desks, in their classrooms or at their work stations at the start of their scheduled shifts, ready to perform their work.

Exchanging work schedules with other employees is discouraged. However, if it is necessary to exchange schedules, notify your supervisor, who may authorize an exchange if appropriate. Work schedule exchanges will not be approved for mere convenience or if the exchange will result in disruption of or interference with normal operations or will result in overtime.

3. Holiday Schedule

The schools generally observe the following eight (8) holidays:

- January 1 - New Year's Day.
- Presidents' Day (Third Monday in February)
- Memorial Day
- July 4th - Independence Day
- Labor Day.
- Thanksgiving
- Friday after Thanksgiving
- Christmas Day

Paid holidays will be paid at a rate equal to a regular scheduled workday.

4. Overtime

As necessary, employees may be required to work overtime. For purposes of determining which hours constitute overtime, only actual hours worked in a given workday or workweek will be counted. Action Day Nurseries, Primary Plus, Inc. will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by a supervisor. Action Day Nurseries, Primary Plus, Inc. provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal law, as follows:

All hours worked in excess of eight (8) hours in one workday or forty (40) hours in one workweek will be treated as overtime. A workday begins at 12:00 a.m. and ends twenty-four (24) hours later. A workweek begins each Saturday at 12:00 a.m.

Compensation for hours in excess of forty (40) for the workweek, or in excess of eight (8) and not more than twelve (12) for the workday, and for the first eight (8) hours on the seventh consecutive day of work in one workweek, shall be paid at a rate one and one-half times the employee's regular rate of pay.

Exempt employees may have to work hours beyond their normal schedules, as work demands require. No overtime compensation will be paid to exempt employees.

5. Meal and Rest Periods

Employees who work at least 5 hours per day are provided with a meal period, to be taken approximately in the middle of the workday. When a work period of not more than 6 hours will complete the day's work, the meal period may be waived by mutual consent of the employee and Action Day Primary Plus. Employees are allowed a ten-minute rest period for every four hours of work or major portion thereof. Your supervisor will schedule your meal and rest periods.

You are expected to observe your assigned working hours and the time allowed for meal and rest periods. Do not leave the premises during your rest period and do not take more than ten minutes for each rest period. You may leave the premises on your meal period. However, under no circumstances are children you supervise to be left unattended.

If you are unable to take a rest break or meal period, report it to your supervisor immediately.

I. EMPLOYMENT PRACTICES

1. Personnel Records

You have a right to inspect certain documents in your personnel file, as provided by law, in the presence of the Director at a mutually convenient time. We will attempt to restrict disclosure of your personnel file to authorized individuals within

Action Day Nurseries, Primary Plus, Inc. Any request for information from personnel files must be directed to the

Director. Only the Director is authorized to release information about current or former employees. Disclosure of personnel information to outside sources will be limited. However, we will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations and as otherwise legally required.

2. Employee References

All requests for references must be directed to the Executive Director. No other manager, supervisor or employee is authorized to release references for current or former employees. Action Day Nurseries, Primary Plus, Inc.'s general policy as to references for employees who have left Action Day Nurseries, Primary Plus, Inc. is to disclose only the dates of employment and the title of the last position held. However, we reserve the right to disclose whatever we believe to be in our best interest and the best interests of the community in general. If you authorize disclosure in writing, Action Day Nurseries, Primary Plus, Inc. will provide a prospective employer with information on the amount of salary or wage you last earned.

3. Performance Reviews

Employees will receive periodic performance reviews. Your review will be conducted by your Director, who will discuss it with you. An informal performance evaluation will occur after completion of your introductory period. After that informal review, performance reviews will take place at twelve months, and every twelve months thereafter. However, the frequency of performance evaluations may vary, depending upon length of service, job position, past performance, changes in job duties or recurring performance problems. Employee self-evaluation and Director evaluation are included as components in each review.

Your performance reviews may consider factors such as the quality and quantity of the work you perform, your knowledge of your job, your initiative, your work attitude and your attitude toward others. These performance reviews should help you become aware of your progress, areas for improvement and objectives or goals for future work performance. While performance reviews are normally accompanied by an increase in pay, positive performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of Action Day Nurseries, Primary Plus, Inc. and they depend upon many factors in addition to performance. After each review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you and discussed with you by your Director, and that you are aware of its contents.

4. Open-Door Policy

Suggestions for improvement are always welcome. At some time, you may have a complaint, suggestion or question about your job, your working conditions or the treatment you are receiving. Your good-faith complaints, questions and suggestions also are of concern to us. We ask that you take your concerns first to your Director, following these steps:

1. Within a week of the occurrence, bring the situation to the attention of your Director, who will then investigate and provide a solution or an explanation.
2. If the problem persists, you may put it in writing and present it to your Mentor Director, who will investigate and provide a solution or explanation. It is recommended that you bring the matter to the Mentor Director as soon as possible after you believe that your Director has failed to resolve the matter.
3. If the problem is not resolved at that level, you may present the problem in writing to the Executive Director, who will attempt to reach a final resolution.

This procedure, which we believe is important for both you and us, will not necessarily result in every problem being resolved to your satisfaction. However, we value your opinions and observations and we want you to feel free to raise issues of concern, in good faith, without the fear of retaliation.

5. Employment of Relatives

We may not hire relatives where it is our perception that actual or potential problems may arise regarding supervision, security, safety or morale, or where potential conflicts of interest exist. "Relatives" are defined to include spouses, children, siblings, parents, in-laws and step-relatives.

If two employees marry or become related, causing actual or potential problems such as those described above, only one of the employees will be retained unless reasonable accommodations can be made to eliminate the actual or potential problems. The employees will have thirty (30) days to decide which relative will stay with Action Day Nurseries, Primary Plus, Inc. If this decision is not made in the time allowed, the Director will make the decision, taking the employment history and job performance of both employees into account.

6. Conflicts of Interest

Situations of actual or potential conflict of interest are to be avoided by all employees. Personal or romantic involvement with a competitor, supplier or subordinate employee of Action Day Nurseries, Primary Plus, Inc. which impairs an employee's ability to exercise good judgment on our behalf, creates an actual or potential conflict of interest. Supervisor-subordinate romantic or personal relationships also can lead to supervisory problems, possible claims of sexual harassment and morale problems.

An employee involved in any of the types of relationships or situations described in this policy should immediately and fully disclose the relevant circumstances to his/her immediate supervisor, or any other appropriate supervisor, for a determination as to whether a potential or actual conflict exists. If an actual or potential conflict is determined to exist, Action Day Nurseries, Primary Plus, Inc. may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose such facts shall constitute independent grounds for disciplinary action.

7. Referral Bonus

We want to recruit quality applicants. In order to do so, we encourage employees to refer qualified candidates to us. If Action Day Nurseries, Primary Plus, Inc. employs your referral, a recruiting bonus of \$150 will be paid to you under the following terms and schedule:

- Referrals will be paid only if the original employment application completed by the applicant contains the employee's name as the referral source.
- After the applicant has been hired and completed three (3) months of service, the referring employee will be paid \$50.
- After the referral has completed six months of service, the referring employee will be paid \$50.
- After the referral has completed one year of service, the referring employee will be paid \$50.
- If the applicant is referred by more than one employee, the referral bonus will be split equally among the referring employees and paid on the same terms as above.

8. Reductions in Force

Under some circumstances, we may need to restructure or reduce our workforce. If it becomes necessary to restructure our operations or reduce the number of our employees, we will attempt to provide advance notice, if possible, to minimize the impact on those affected. If possible, employees subject to layoff will be informed of the nature of the layoff and the foreseeable duration of the layoff, whether it is short-term or indefinite.

In determining which employees will be subject to layoff, we will take into account, among other things, enrollments and the distribution of students among schools and levels, our operations and their requirements, the skill, productivity, ability and past performance of those involved and also, where feasible, each affected employee's length of service.

9. Involuntary Terminations and Progressive Discipline

Violation of Handbook policies and rules may warrant disciplinary action. Action Day Nurseries, Primary Plus, Inc. has established a system of progressive discipline that includes verbal warnings, written warnings and suspension. The system is not formal and Action Day Nurseries, Primary Plus, Inc. may, in its sole discretion, use whatever form of discipline is deemed appropriate under the circumstances, up to and including immediate termination of employment. Action Day Nurseries, Primary Plus, Inc.'s policy of progressive discipline in no way limits or alters the at-will employment relationship.

10. Voluntary Termination

As noted above, every employee has an at will relationship with Action Day Nurseries, Primary Plus, Inc. Employees are free to resign their employment, and Action Day Nurseries, Primary Plus, Inc. is free to terminate their employment at any time, with or without cause and with or without notice.

An employee who voluntarily resigns his/her employment or fails to report to work for three (3) consecutively scheduled workdays without notice to, or approval, by his/her supervisor, will voluntarily terminate employment with Action Day Nurseries, Primary Plus, Inc. All property (vehicles, keys, uniforms, identification badges, credit cards, etc.) owned by Action Day Nurseries, Primary Plus, Inc. must be returned immediately upon termination of employment.

11. Inactive Status

Employees, who are on any type of leave of absence, work-related or non-work-related, will be placed on inactive status. During the time the employee is on inactive status, no benefits [i.e., vacation, sick leave and childcare] will be earned and seniority will not continue to accrue.

12. Bulletin Boards

Bulletin boards maintained at each campus in employee areas are for the posting of materials that relate to the official business of the school. All such postings shall be approved for posting and shall be initialed by the Director at each site. A removal date shall be indicated, if appropriate. All unapproved or unofficial items posted on such bulletin boards shall be subject to removal.

13. Meetings

Staff meetings are held monthly or as needed. These meetings are very important to the understanding and cooperation of the entire staff. Consequently, attendance is required.

Chapter 3

PAYROLL PROCEDURES

A. BASE COMPENSATION

Our compensation philosophy is to pay according to the value of your contribution to the efficient operation, profit, and growth of the school where you serve.

Starting compensation is based on education, experience and one's job description.

B. RAISES

Blanket raises are not given. Raises are based on your performance reviews; your willingness to continue your education; your ability to relate that education to your position, and, on the profit and growth of the school.

C. TIME CARDS

All nonexempt employees are required to record time worked on a time clock for payroll purposes. Employees must record their own time at the start and at the end of each work period, including before and after the lunch break. Employees also must record their time whenever they leave the facility for any reason other than official business.

Each nonexempt employee is paid on the basis of documented hours worked. Clocking another employee in or out constitutes grounds for dismissal.

You are required to record your time at least four times daily:

1. When you report to work;
2. When you go to lunch;
3. When you return from lunch; and,
4. When you leave work at the end of your scheduled time.

Since your wages are computed directly from the time clock, it is important that you observe the following:

5. Notify the Director immediately if you have difficulty with your timecard or if you forget to record your time.
6. Do not permit another person to record your time for you.
7. Do not record time for any other person, even though that person requests that you do so.
8. Any violation of the above timecard rules shall be considered proper cause for dismissal.
9. Salaried employees are paid on a monthly rate and must punch in and out each day.

D. MISSED HOURS

An Absence Request Form must be completed and submitted to your director when requesting future time off of work and/or when you have already missed time from work.

When you are absent from work you have the following payroll options:

1. You can request to use your accrued Sick Pay if applicable under these circumstances:
 - a. You miss hours due to your own illness or health-related appointments.
 - b. You miss hours due to the need to care for your ill child, parent, spouse, registered domestic partner or child of a registered domestic partner.
 - c. You miss hours due to health-related appointments of your ill child, parent, spouse, registered domestic partner or child of a registered domestic partner.
 - d. You miss hours due to specific purposes for an employee who is a victim of domestic violence, sexual assault, or stalking.

If a salaried employee misses at least $\frac{1}{2}$ of his/her shift he/she may use sick pay (if applicable) or vacation pay for the hours not worked or he/she may take the missed hours unpaid.

Note that in order to use your accrued Sick Pay, you may be required to submit a doctor's note for verification. You can request to use accrued Vacation Pay if available.

E. PAY DAYS

Paydays are on the tenth and twenty-fifth of every month. When these dates fall on a Saturday, pay day will be on the previous Friday, and when this date falls on a Sunday, pay day will be on the following Monday. Checks are released at 4:00 P.M.

Pay periods are as follows:

1st of month through the 15th, paid on the 25th.

The 16th of the month through the last day of the month, paid on the 10th.

F. LOST PAYCHECKS

Checks lost or otherwise missing must be reported immediately so a stop payment order can be initiated and a new check issued.

G. ADVANCES

We do not permit advances against paychecks or against un-accrued vacation.

H. GARNISHMENTS

Garnishments are attachments on your pay for unpaid debt(s). We are required by law to withhold wages due when a garnishment has been served on your school. Such garnished wages can only be released to you upon receipt by the school of an order from the court issuing the garnishment. Repeated garnishments on the same debt may be cause for dismissal.

Chapter 4

BENEFITS

A. BENEFITS FOR ALL EMPLOYEES

1. Sick Time

A maximum of 48 hours (or 6 days) will accrue for sick time. Employees accrue sick time at on an accrual rate of .0333 of an hour for each hour worked. Sick time accrues from the first day of employment. Accrued sick time can be used after 90 days of employment.

Sick time can be used for an employee's own illness and/or the medical appointments or those of the employee's child, parent, spouse, registered domestic partner, or child of a registered domestic partner (also see Chapter 3, Section D: "Missed Hours"). Requests for medical appointment time off must be made at least one week in advance. You will not be required to provide a doctor's note verifying illness and/or appointment unless you will be going on a protected medical leave of absence such as FMLA (Family Medical Leave of Absence), CFRA (California Family Rights Act), or PDL (Pregnancy Disability Leave). Contracted salaried teaching staffs have their sick days from September to August (5 days per academic year and one for summer). Unused sick time will carry-over from year to year but will never exceed the maximum 48 hours (or 6 days) at any given time. The maximum amount of sick time an employee may use per year will follow the schedule below:

<u>Amount of Hours Employee Works Per Day</u>	<u>Maximum Number of Sick Hours Allowed to be Used Per Year</u>
8	48
7.5	45
7.25	43.5
7	42
6.5	39
6	36
Part time Employee	24

2. Child Care

Present employees with currently enrolled children will receive the following employee discounts:

An employee may be granted a discount if they wish to enroll their son or daughter in Action Day Nurseries, Primary Plus, Inc. facilities. Child Care discounts may be adjusted or revoked at any time. In order to receive a discount, you must agree to the following Child Care Contract:

Child Care Contract: As an employee of Action Day Nurseries and Primary Plus you are eligible to receive a discount for your child's enrollment at one of our programs. In order to receive a discount or scholarship you must abide by the following requirements:

- a. The initial child tuition discount will be 50% of the total tuition
- b. The second level child discount will be limited to 65%. The discount could only begin after one full year of employment.
- c. The third level of child tuition discount will be 100%. Directors will be the only staff people entitled to this discount.
- d. Part time employees will not be eligible for discounts.
- e. Staff members who have children enrolled at Amber and West Valley Middle School are required to take part in the parent support groups. If this participation does not take place the discount for the following year will not be granted. Staff members with children at the other programs will be required to take responsibility in their child's classroom and volunteer to work at the Open House events.

- f. Multiple child discounts: Discounts will be applied to the first and second children in one family according to the above policy. The third or more children in the same family will be charged the full tuition.

Your child care discount or scholarship may be revoked if the above requirements are not met.

3. Credit Union

All employees are eligible to join the Golden Bay Federal Credit Union.

4. Staff Referrals of Other Employees

Any staff member at Action Day Nurseries, Primary Plus, Inc., who refers another person to our organizations and that person becomes employed by at Action Day Nurseries, Primary Plus, Inc., for 90 days (minimum), that staff member will be given a bonus. The Referral Bonus Program is described more fully in Chapter 2.

5. Additional Benefits

Social Security is a form of retirement supplement, which is available to you to draw down at age 62 or 65.

Unemployment Compensation is paid entirely by us. We are required to pay a percentage of your first \$7000 gross pay per year, in order to provide benefits for you should you, through no fault of your own, be unemployed. The percent we are required to pay is based upon staff turnover. It is, therefore, important to each of us, and to the parents and children, we serve, to have a stable staff.

The Federal Unemployment Tax is paid entirely by us on your behalf.

State Disability Insurance (SDI) also is a benefit. If you are disabled due to illness or injury, you will receive a percentage of your regular salary. Your doctor may be required to sign weekly statements regarding your condition. Each employee contributes to the State of California to provide disability insurance pursuant to the California Unemployment Insurance Code. Contributions are made through a payroll deduction. Disability insurance is payable when you cannot work because of illness or injury not caused by employment at Action Day Nurseries, Primary Plus, Inc. or when you are entitled to temporary workers' compensation at a rate less than the daily disability benefit amount. Specific rules and regulations governing disability are available from the personnel manager.

B. BENEFITS FOR REGULAR FULL-TIME EMPLOYEES WORKING 30 HOURS PER WEEK OR MORE

To be eligible for the following benefits, one must be classified as a regular, full-time employee, working at least thirty (30) hours per week or more and must have completed the ninety (90) day introductory period.

Action Day Nurseries, Primary Plus, Inc., and their designated administrators have the sole discretion to determine issues of eligibility or interpretation of the terms and provisions of all benefit programs.

1. Vacation Pay

Regular full-time employees accrue paid vacation in accordance with the following policy:

<i>Years of Service:</i>	<i>Days of Vacation</i>	<i>Accrual Rate</i>
6 months through 1 st year:	5 days	.0385 hours per straight hour worked
2 nd year through 5 th year:	Up to 10 days	.0385 hours per straight hour worked
6 th year through 8 th year	Up to 15 days	.0575 hours per straight hour worked
9 th year and thereafter:	Up to 20 days	.0769 hours per straight hour worked

Vacation time does not accrue during the first six months of employment. No vacation time may be taken until after completion of the first year of employment.

After completion of the initial six months of continuous employment, employees begin to accrue vacation time at the rate of .0385 hours per straight time hour worked.

In the 2nd through 5th year, the accrual rate is at .0385 hours per straight time hour worked. In the 6th through 8th year, the accrual rate is at .0575 hours per straight time hour worked. In the 9th year and thereafter, the accrual rate is at .0769

hours per straight time hour worked.

The maximum vacation hours an employee can accrue is 320 hours. Once 320 hours are accrued, no additional hours will accrue.

The maximum vacation hours that can be cashed out is one week of the employee's regular scheduled hours each pay period. (For example, if an employee works 30 hours per week, he/she can cash out up to 30 hours of vacation per pay period.)

Vacations shall be scheduled to provide adequate coverage of job responsibilities and staffing requirements. The Director will make final determinations and must approve your vacation schedule in advance. Administrative and office personnel will not be allowed to take vacation time off during the last 2 weeks of August and the 1st week of September.

It is your responsibility to keep track of your accrued vacation time.

2. Holiday Pay

Action Day Nurseries, Primary Plus, Inc. observes the following paid holidays:

- January 1 – New Year's Day
- Presidents' Day
- Memorial Day
- July 4th – Independence Day
- Labor Day
- Thanksgiving Day and the Friday after
- Christmas Day

When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or the following Monday. However, the Company may close on another day. Holiday observance will be announced in advance. To be eligible for holiday pay, you must be regularly scheduled to work on the day on which the holiday is observed. Holiday pay will not be given to employees if the holiday falls at the beginning, middle or end of an employee's leave of absence or termination of employment.

3. Tuition Assistance

Ongoing education is important. From time to time, various pertinent workshops or seminars are offered. It is our practice to pay a portion or the entire fee for one or more persons to attend the seminar or workshop and to bring that information back to their school through an in-service workshop. Advance approval is required. The employee pays for the workshop or seminar and is reimbursed by the school upon proof of attendance. The length of service at the school and the demonstrated use of knowledge obtained in previous seminars or workshops govern the amount paid.

4. Health Care Options

Action Day Nurseries, Primary Plus, Inc. provides a comprehensive medical insurance plan for eligible employees and their dependents. In the event of an increase in medical insurance premium rates, all employees may be required to contribute to the cost of increased premiums to retain coverage.

The Director/Principal has details and applications for the health care options you may be eligible for.

6. 401(k) Plan

This is a benefit available to all supervisory staff, administrative staff, and contracted teachers. The plan is set-up as a payroll deduction in which an employee can contribute 1-15% of their pay. Information is available our online enrollment system. Please visit <https://www.mykplan.com/enroll/learnmore>.

Chapter 5

LEAVES OF ABSENCE

All employees are eligible for leaves of absence. However, only certain categories of employees are eligible for certain types of leaves and only certain types of leaves are paid. Benefits do not accrue during extended leaves of absence.

We may not continue to pay premiums for health insurance coverage for employees on leaves of absence. If we do not, you may self-pay the premiums under the provisions of COBRA. The Director can give you additional information on this subject.

A. BEREAVEMENT LEAVE

Only full-time employees are eligible for bereavement leave. Absence due to a death in the immediate family will be excused for a maximum of three (3) days with pay. The length of bereavement leave depends on circumstances, such as distance and the individual's responsibility. The immediate family is defined as husband, wife, child, mother or father of the employee.

Time off for other funerals is treated as vacation, or personal time or unpaid leave.

B. JURY DUTY LEAVE

Only full-time employees are eligible. We feel that serving on a jury when called, is a civic duty and helps ensure our basic liberties. While serving, your full salary will continue for a maximum of three (3) days. In turn, the school expects that you will come to work on days when you are off for the day or are excused early. Time cards will be issued as usual. Notify the Director when you receive notice involving jury duty.

We encourage employees to serve on jury selection or jury duty when called. Employees who have completed their introductory periods will receive full pay while serving up to three (3) days of jury duty. You should notify your supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received. You may be requested to provide written verification from the court clerk of having served. If work time remains after any day of jury selection or jury duty you will be expected to return to work for the remainder of your work schedule.

Any mileage allowance, fee, etc. paid by the court for jury service is to be retained by you.

C. EDUCATIONAL LEAVE

In keeping with the objective of continuing education, growth for our employees and promotion within, full-time regular employees who have completed three (3) or more years of continuous service may be granted an educational leave of absence. Approval of such leave is the responsibility of the Director and is determined by reviewing the needs of each school, the relevance of the proposed educational program, work performance and the previous academic record of the employee. The basis for an educational leave is that this additional education must directly benefit, and be in the best interest of, the school. Since such leaves cannot always be approved, employees are expected to obtain prior approval before any specific educational plans are made. Where attendance is required by Action Day Nurseries, Primary Plus, Inc., or is specifically authorized by the Director, customary and reasonable expenses will be reimbursed upon submission of proper receipts. Customary and reasonable expenses generally include registration fees, materials, meals, transportation and parking. Reimbursement policies regarding specific expenses should be discussed in detail with the Director in advance.

This policy does not apply to an employee's voluntary attendance, outside of normal working hours, at formal or informal educational sessions, even if such sessions may generally lead to improved job performance. While we generally encourage all employees to improve their job skills and promotional qualifications, such activities will not be subject to this policy regarding reimbursement or compensation, nor will attendance be counted as worktime, unless prior written approval is obtained as discussed above.

D. GENERAL LEAVE OF ABSENCE

We may grant leaves of absence to employees in certain circumstances. It is important to request any leave in writing as far in advance as possible, to keep in touch with your supervisor or the Director during your leave, and to give prompt notice if there is any change in your return date. If your leave expires and you have not contacted your supervisor or the Director, it will be assumed that you do not plan to return and that you have terminated your employment. Upon return from a leave of absence, you will be credited with the full employment status, which existed prior to the start of the leave.

E. MEDICAL LEAVE

A medical leave of absence may be granted for non-work-related temporary medical disabilities (other than pregnancy, childbirth and related medical conditions) for up to four months with a doctor's written certificate of disability. Requests for leave should be made in writing as far in advance as possible.

A medical leave begins on the first day that you are unable to work as certified in writing by your doctor and ends when your doctor certifies that you are able to return to work or after a total of four months of leave, whichever occurs first. An employee returning from a medical disability leave must present a doctor's certificate showing fitness to return to work.

If returning from a non-work-related medical leave, you will be offered the same position held at the time of leaving, if it is available. If this position is not available, a comparable position will be offered. If neither the same nor a comparable position is available, your return to work will depend on job openings existing at the time of your scheduled return. There are no guarantees of reinstatement and your return will depend on your qualifications for existing openings.

California workers' compensation laws govern work-related injuries and illnesses. California pregnancy disability laws govern leaves taken because of pregnancy, childbirth and related medical conditions. We intend to fully comply with these laws.

F. PREGNANCY-RELATED DISABILITY LEAVE

Pregnancy, childbirth or related medical conditions will be treated like any other disability, and an employee on leave will be eligible for temporary disability benefits in the same amount and degree as any other employee on leave.

Procedure: All female employees should advise their Director of their intent to take pregnancy disability leave as soon as possible. The individual should make an appointment with their Director so that the Director may explain the following:

1. Employees who need to take pregnancy disability must provide written notice sufficient to notify us that they need to take a pregnancy disability leave and/or transfer. The verbal notice should include the anticipated timing and duration of the leave or transfer.
2. If the need for the leave or transfer is foreseeable because of the pregnancy, employees must provide at least 30 days' advance notice before the pregnancy disability leave or transfer is to begin. Employees must consult with their Director regarding the scheduling of any planned medical treatment or supervision so as to minimize disruption to our operations. Any such scheduling is subject to the approval of the health care provider of the employee.
3. If thirty (30) days' advance notice is not possible, notice must be given as soon as practicable.
4. If requested by the employee and recommended by the employee's physician, the employee's work assignment may be changed as required to protect the health and safety of the employee and her child.
5. Requests for transfers of job duties will be reasonably accommodated if the job and security rights of others are not breached.
6. Temporary transfers due to health considerations will be granted where possible. However, the employee will receive the pay that accompanies the job, as is the case with any other temporary transfer due to temporary health reasons.
7. Pregnancy leave usually will begin when ordered by the employee's physician. The employee may need to provide us with a certification from a health care provider. The certification indicating disability should contain:
 - a. The date on which the employee became disabled due to pregnancy;
 - b. The probable duration of the period or periods of disability, and
 - c. A statement that, due to the disability, the employee is unable to perform one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons.

8. An employee will be allowed to use accrued vacation or personal time (if otherwise eligible to take the time) during a pregnancy disability leave.
9. Duration of the leave will be determined by the advice of the employee's physician, but disabled employees may take up to four months. Part-time employees are entitled to leave on a pro rata basis. The four months of leave includes any period of time for actual disability caused by the employee's pregnancy, childbirth or related medical condition. This includes leave for severe morning sickness and for prenatal care.
10. Leave does not need to be taken in one continuous period of time and may be taken intermittently, as needed.
11. Under most circumstances, upon submission of a medical certification that an employee is able to return to work from a pregnancy disability leave, an employee will be reinstated to her same position held at the time the leave began or to an equivalent position, if available. An employee returning from a pregnancy disability leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if the employee on pregnancy disability leave would have been laid off had she not gone on leave, or if the employee's position has been eliminated or filled in order to avoid undermining our ability to operate safely and efficiently during the leave, and there are no equivalent or comparable positions available, then the employee would not be entitled to reinstatement.

G. FAMILY/MEDICAL LEAVE

Employees who have more than 12 months of service, who have worked at least 1,250 hours during the previous 12-month period before the date the leave is to begin, are eligible under federal (FMLA) and state (CFRA) family leave laws to take up to a maximum of 12 workweeks of unpaid family/medical leave within a 12-month period.

Family/medical leave time is permitted for the birth of the employee's child, or for placement of a child with the employee for adoption or foster care, to care for the employee's spouse, child, or parent who has a serious health condition, or for a serious health condition that makes the employee unable to perform his/her job.

In the case of a serious health condition of a family member, serious health condition means an illness, injury, impairment, or physical/mental condition that involves one of the following:

1. Inpatient care such as a stay in a hospital, hospice, or residential care facility (includes any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care);
2. A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same conditions, that also involves:
 - a. Treatment two or more times by a healthcare provider; or
 - b. Treatment by a healthcare provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the healthcare provider;
3. Pregnancy, any period of incapacity due to pregnancy or prenatal care;
4. Chronic conditions requiring periodic visits for treatment by a healthcare provider, and continues over an extended period of time (including recurring episodes of same condition), and may cause episodic rather than a continuing period of incapacity;
5. Permanent/long-term conditions requiring continuing supervision of the employee or family member, but need not be receiving active treatment by a healthcare provider;
6. Multiple treatments (non-chronic conditions, including any period of recovery therefrom).

The term "incapacity for leave purposes" is defined under the FMLA to mean "the inability to work, attend school, or perform other regular daily activities due to a serious health condition, treatment therefore, or recovery therefrom."

Definitions under the CFRA may differ in certain respects from those provided above. If in doubt as to whether either the FMLA or the CFRA covers a particular situation, consult your supervisor as soon as practicable.

Time off from work because of the employee's disability due to pregnancy, childbirth or related medical condition is not counted as time used for CFRA leave, but is counted as time used for FMLA leave. Pregnant employees may have the right to take a

pregnancy disability leave in addition to family or medical leave; such employees should contact the Director regarding their individual situation. Any leave taken for the birth, adoption or foster care placement of a child does not have to be taken in one continuous period of time. CFRA leave taken for the reason of birth or placement of a child will be granted in minimum amounts of two weeks. However, we will grant a request for a CFRA leave (for birth/placement of a child) of less than two week's duration on any two occasions. Any leave taken must be concluded within one year of the birth or placement of the child with the employee.

The following procedures shall apply when requests for family leave are made:

Please contact your Director as soon as you become aware of the need for family/medical leave.

1. If the event necessitating the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or a family member, the employee must provide notice of at least 30 days' advance notice before leave is to begin. The employee must consult with the employer regarding the scheduling of any planned medical treatment or supervision so as to minimize disruption to the operations of the employer. Any such scheduling is subject to the approval of the health care provider of the employee or the health care provider of the employee's child, parent or spouse.

If 30 days' notice is not practicable, notice must be given as soon as practicable.

We have the right to require that the employee provide certification as explained below within 15 days of the employee's request for FMLA/CFRA leave, unless it is not practicable for the employee to do so. Action Day Nurseries & Primary Plus, Inc. may require recertification from the health care provider if additional leave is required.

2. If the leave is needed to care for a sick child, spouse, or parent, the employee must provide a certification from the health care provider which states:
 - a. date of commencement of the serious health condition;
 - b. probable duration of the condition;
 - c. estimated amount of time the health care provider will provide care;
 - d. confirmation that the serious health condition warrants the participation of the employee.
3. In those rare cases where both parents are employed by us and the leave requested is for the birth, adoption, or foster care of a child, we will not grant more than 12 workweeks total of family/medical leave.
4. If the leave is needed for the employee's own serious health condition, the employee must provide a certification from the health care provider which states:
 - a. date of commencement of the serious health condition;
 - b. probable duration of the condition;
 - c. a statement that the employee is unable to work at all or is unable to perform any one or more of the essential functions of his/her position because of the employee's serious health condition.
5. An employee taking family/medical leave will be allowed to continue participating in any health and welfare benefit plans in which he/she was enrolled before the first day of the leave (for up to a maximum of 12 workweeks) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave. We will continue to make the same premium contribution as if the employee had continued working. The continued participation in health benefits begins on the date leave first begins under FMLA (i.e., for pregnancy disability leaves) or under FMLA/CFRA (i.e., for all other family care and medical leaves). In some instances, we may recover premiums paid to maintain health coverage for an employee who fails to return to work following family/medical leave.

Employees on family/medical leave who are not eligible for continued paid coverage may continue their group health insurance coverage through us in conjunction with federal COBRA guidelines by making monthly payments to us for the

amount of the applicable premium. Employees should contact the personnel manager for further information.

Under most circumstances, upon return from family/medical leave, an employee will be reinstated to his/her original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if an employee on family/medical leave would have been laid off had he/she not gone on leave, or if the employee's job has been eliminated during the leave and there is no equivalent or comparable job available, then the employee would not be entitled to reinstatement. In addition, an employee's use of family/medical leave will not result in the loss of any employment benefit that the employee earned or was entitled to before using family/medical leave.

Employees on FMLA/CFRA leave will not continue to accrue vacation or sick leave during unpaid FMLA/CFRA leave.

6. Leave granted under any of the reasons provided by state and federal law will be counted as family/medical leave and will be considered as part of the 12-workweek entitlement in a 12-month period. The 12-month period is measured forward from the date any employee's first FMLA leave begins. Successive 12-month periods commence on the date of an employee's first use of such leave after the preceding 12-month period has ended. There is no carryover of unused leave from one 12-month period to the next 12-month period.
7. Employees may take FMLA/CFRA leave intermittently (in blocks of time, or by reducing their normal weekly or daily work schedule) if the leave is for the serious health condition of the employee's child, parent, spouse, or of the employee and the reduced leave schedule is medically necessary as determined by the health care provider of the person with the serious health condition. The smallest increment of time that can be used for such leave is one full day.
8. Reinstatement after family/medical leave may be denied to certain salaried "key" employees:
 - a. who are among the highest paid 10 percent of salaried employees who are employed within 75 miles of the worksite at which the employee is employed at the time of leave request; and
 - b. when the refusal to reinstate is necessary because the employee's reinstatement will cause substantial and grievous economic injury to our operations; and
 - c. when the employee is notified of our intent to refuse reinstatement at the time we determine the refusal is necessary; and
 - d. in any case in which leave has already begun, we will give the employee a reasonable opportunity to return to work following the notice described above.

For additional information about eligibility for family/medical leave, contact your Director.

H. COORDINATION OF PDL WITH FAMILY/MEDICAL LEAVE

If you take Pregnancy Disability Leave (PDL) and are eligible under the federal or state family and medical leave laws, Action Day Nurseries & Primary Plus, Inc. will maintain group health insurance coverage for up to a maximum of 12 workweeks (if such insurance was provided before the leave was taken) and 4 additional months on the same terms as if you had continued to work. PDL and FMLA leaves of absence run concurrently. If you are ineligible under the federal and state family medical leave laws, then, while on pregnancy disability, you will receive continued paid coverage on the same basis as other medical leave that the Action Day Nurseries & Primary Plus, Inc. may provide and for which you are eligible. In some instances, Action Day Nurseries & Primary Plus, Inc. may recover premiums it paid to maintain health coverage for you if you fail to return to work following pregnancy disability leave.

I. MILITARY LEAVE

Employees who wish to serve in the military and take military leave should contact their Director for information about their rights before and after such leave. You are entitled to reinstatement upon completion of military service provided you return or apply for reinstatement within the time allowed by law.

J. MILITARY SPOUSE LEAVE

Employees who work more than 20 hours per week and have a spouse in the Armed Forces, National Guard or Reserves who have been deployed during a period of military conflict are eligible for up to 10 unpaid days off when their spouse is on leave from military deployment.

Employees must request this leave in writing to their Director within two business days of receiving official notice that their spouse will be on leave. Employees requesting this leave are required to attach to the Absence Request form written documentation certifying the spouse will be on leave from deployment.

K. TIME OFF FOR VOTING

In the event that an employee does not have sufficient time outside of working hours to vote in a statewide election, the employee may take off enough working time to enable him or her to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time, and the time taken off shall be combined with the voting time available outside of working hours. Under these circumstances, an employee will be allowed a maximum of two hours on the Election Day without loss of pay. Where possible, the employee shall give his or her Director at least two days' notice that time off to vote is needed.

L. SCHOOL ACTIVITIES

If it becomes necessary for an employee who is the parent or guardian of a child to attend the child's school to discuss possible suspension, the employee should alert his or her Director as soon as possible so that alternative arrangements may be made. Pursuant to California Labor Code Section 230.7, no discriminatory action will be taken against the employee for taking time off for this purpose. Additionally, at schools with more than 25 staff members, with reasonable notice, employees will be allowed to take up to 40 hours per calendar year to participate in their child's school or licensed day care facility activities.

M. VICTIMS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING

An employee who is the victim of domestic violence, sexual assault, or stalking may take time off from work to: (1) obtain legal relief to help ensure the health, safety, or welfare of the employee or his/her child; (2) seek medical attention for injuries caused by domestic violence, sexual assault or stalking; (3) obtain services from a domestic violence shelter, program, or rape crisis center; (4) obtain psychological counselling related to an experience of domestic violence, sexual assault or stalking; or (5) participate in safety planning and to take other actions to increase the employee's safety from future domestic violence, sexual assault or stalking, including temporary or permanent relocation.

N. CRIME VICTIMS

The company permits (1) an employee who is a victim of a crime; (2) the immediate family member of a victim; (3) the registered domestic partner of a victim; or (4) the child of a registered domestic partner to miss work to attend judicial proceedings related to the crime. Leave under this is limited to the following crimes: (a) a violent felony (as defined in Penal Code section 667.5(c)); (b) a serious felony (as defined in Penal Code section 1192.7(c)); or (c) a felony involving theft or embezzlement.

O. ORGAN AND BONE MARROW DONATION

The company will provide up to 30 business days of paid leave in any one year period to an employee for purposes of donating an organ and up to five business days of paid leave in any one year period for the purpose of donating bone marrow.

P. SERVICE AS A WITNESS

Employees are permitted time off to comply with a subpoena or other court order requiring their attendance as a witness.

Chapter 6

RESPONSIBILITIES SITE MAINTENANCE

A. SCHOOL RESPONSIBILITIES

1. Provide equal employment opportunity.
2. Offer appropriate training, educational and other opportunities within the school and encourage each employee to develop his or her capacities and potential.
3. Make demonstrated ability and qualifications the primary basis of selection and promotion.
4. Give consideration to employee satisfaction and morale.
5. Maintain open channels of communication and create an atmosphere of understanding, cooperation and mutual trust.
6. Safeguard the privacy of employees, parents and children and the confidentiality of employee records.

B. EMPLOYEE RESPONSIBILITIES

1. Outside activities must be acceptable and compatible with the school's identity. This includes the prohibition of outside employment, which would create a conflict of interest.
2. Personal money management demonstrates the individual capabilities of an employee. Therefore, each employee is expected to handle personal finances in a businesslike manner.
3. Integrity is a requirement for continued employment. Theft; embezzlement; misapplication of funds; false entries in any book, report, or statement with the intent to defraud; or, the falsification of accounts could be cause for immediate dismissal and possible prosecution.
4. It is the legal responsibility of each employee to report to the proper authorities any knowledge that a crime has been committed. Child abuse is a crime and you are a mandated reporter.
5. Strict compliance with laws and regulations is necessary. Non-compliance can result in adversity, both for the individual and the school. Our school is regulated by Title XXII and it is important that you know those regulations. Failure to comply could result in closure of your school.
6. Each employee is to act in a professional manner. All information about employees, clients, or their children is confidential. It may not be divulged to third parties except with proper authority, pursuant to proper legal process or pursuant to regulation.
7. Our organization is maintained by goodwill and parent enrollment. All records connected with enrollment, all curriculum materials that are part of our program, as well as all instructional methods that are developed by our organization are considered to be our property. These materials and methods may not be used or duplicated without the written permission of the corporate officers.
8. Employees are expected to be punctual and dependable.
9. It is our policy not to encourage staff members to baby-sit for parents of children enrolled at our schools. If this situation occurs, our organization assumes no responsibility for either the staff members or the children involved.

C. SITE MAINTENANCE

It is important to each child's school adjustment that the classroom and site environment be attractive, neat and clean. Quality childcare requires both a place where the child feels welcome and where things are organized for constructive play. We must provide a safe environment for the children.

Classroom maintenance is the responsibility of every teacher at Action Day Nurseries, Primary Plus, Inc. Please be sure that your room is clean and straightened before you leave each night. Remember that the appearance of that room the next morning is a reflection on you!

Chapter 7

RULES AND REGULATIONS APPLICABLE TO ALL SITES

Since it is in the mutual interest of both you and your particular school that the school operates efficiently and safely, both general rules applicable to all campuses and special rules for your campus must be observed. Because all of these rules are of utmost importance in terms of your success with the children charged to our care, be sure to familiarize yourself with them immediately. You will be expected to understand and observe them. These general rules applicable to all sites may be supplemented by rules, which are specific to your site.

Regardless of grade level or campus, we are here primarily to serve parents and children. It is essential that all members of every school team exhibit courtesy, helpfulness, promptness and a consistent attitude of friendliness in dealing with parents, children, visitors and staff alike.

All employees assume an obligation to conduct themselves in accordance with accepted principles and ethics of the child care profession. Employees are expected to have the highest personal and moral standards.

Individuals who fall below these standards, reflecting discredit on their colleagues and their school may be subject to dismissal. Some examples of unacceptable behavior:

1. Use, possession, disposal or introduction of alcoholic beverages, drugs, narcotics or any substances regulated by law.
2. Unauthorized disposal or theft of school property or the property of other employees, or conversion of such property to personal use.
3. Any employee accused of moral turpitude (child abuse or molestation, etc.) will be placed on immediate leave of absence without pay until the matter is resolved by judicial or other process.
4. Use of profanity.

A. ATTENDANCE

Punctual, consistent attendance is a condition of employment. You have been advised of your individual work schedule, and you are expected to report to work on time each day. Teachers must notify the school by 6:30 a.m. of their need to be absent.

If you have three separate absences within a one-month period, your employment may be terminated.

B. ABSENCE

If a staff member needs to be absent for reasons other than illness, an absence request must be submitted at least five days in advance.

During the day of the absence due to illness, the staff member should call by 2:00 p.m. and inform the Director as to plans for the next day. If the Director has not heard by 2:00 p.m., a substitute for the next day may be arranged for and pay will be deducted.

After missed hours due to an employee's illness or that of the employee's child, spouse, parent, registered domestic partner or child of a registered domestic partner, the employee must complete an Absence Request form stating any applicable accrued sick or vacation pay desired.

Long-term absence must be arranged well ahead of time with the Director. The staff members should notify his/her Director/Principal as early as possible when an absence must occur. If unavoidably detained, the staff member must telephone the Director/Principal immediately about the cause and the time he/she expects to arrive. Excessive tardiness is considered cause for termination.

Absences will not be recognized as paid time off unless pay for a vacation or applicable sick pay has been approved by your Director.

C. TELEPHONE CALLS

Use of the school telephones should be for emergencies only. While you are on duty, only emergency situations will allow you to be called to the telephone. Your name, home address and telephone number are filed in the office so that you may be reached in an emergency. Neither your number nor address will be released to outsiders without your permission.

The use of cell phones for personal matters while on duty is not allowed.

In the interest of the safety of our employees and other drivers, Action Day Primary Plus employees are prohibited from using cell phones while driving on Company business and/or Company time.

If your job requires that you keep your cell phone turned on while you are driving, you must use a hands-free device and safely pull off the road before conducting Company business. Under no circumstances should employees place phone calls while operating a motor vehicle while driving on Company business and/or Company time.

D. PARKING

Please park in the area designated for employees.

Drive no faster than 5 miles per hour in the parking lot or driveway. Be sure to lock your car, and do not leave valuables in plain view. Action Day Primary Plus is not responsible for theft or damage of your vehicle or its contents.

E. SELLING ON THE PREMISES

Sales persons may not solicit from employees or clients on Action Day Nurseries, Primary Plus, Inc. property.

Employees may not hold raffles or sell anything on the school premises without the approval of the Director. Written approval must be obtained to distribute advertising material or other printed matter. Failure to do so may result in dismissal. This policy has not been strictly enforced in regard to the sale of such items as cosmetics and household products by employees to co-workers on off duty hours. Employees may, at present, continue to place orders or accept deliveries of small purchases during off duty time from fellow employees who are taking orders as a service to their associates. However, all involved should exercise common sense and good judgment.

F. PERSONAL APPEARANCE POLICY

Employees are expected to wear clothing appropriate for the nature of our business and the type of work performed. You are expected to present a clean, neat, and tasteful appearance. Remember that you will be working with children, sitting, bending, kneeling, etc. Be sure the clothes you wear allow you to move freely.

Without unduly restricting individual tastes, the following personal appearance guidelines should be followed:

- Tank tops, tube tops, halter tops or bare midriiffs are not appropriate.
- Hairstyles and hair color are expected to be in good taste.
- Shorts, skirts and dresses must not be shorter than 3 inches from the middle of the knee.
- Shoes are to be worn at all times. Flip-flop style thongs are not to be worn.
- Offensive body odor and poor personal hygiene is not professionally acceptable.
- Facial jewelry, such as eyebrow rings, nose rings, lip rings, and tongue studs, is not professionally appropriate and must not be worn.
- Torso body piercing with visible jewelry or jewelry that can be seen through or under clothing must not be worn during business hours.
- Every effort should be made to cover visible tattoos with clothing.

Academic Teachers (JrK-8th grade) and Office Personnel

In addition to the above standards, office personnel and academic teachers are expected to wear clothing that is suitable for a professional business office and the following shall be followed:

- No athletic shoes and/or attire
- No workout clothes/sweats
- No shorts
- Shoes are to be worn at all times. Flip-flops are not to be worn.
- Make-up, fingernails (including length) and hair must be professional, clean and neatly groomed- including facial hair.
- Tattoos must not be visible.
- Acceptable piercings are only those on the earlobe, and are limited to 3.
- Jeans can be worn only on Fridays and are to be professional looking and not worn with athletic shoes, canvas shoes, moccasins, or ugg boots. They should be dressed up, with the same style of shoes you would wear on any given work day.

Failure to comply with stated dress standards can result in being sent home, formal write up, demotion, and/or termination.

G. HEALTH

During your first year of working with young children, you will be particularly susceptible to flu, colds, etc.; therefore, it is important that you discuss with your physician preventive measures to avoid these illnesses. It is extremely important that you practice good hygiene, both personal and institutional in nature. Sanitation is of the utmost importance. You are responsible for seeing that the children wash their hands after using the toilets and before and after eating. Soiled bedding and clothing must be handled in accordance with Title XXII requirements.

Toilets and their perimeters must be flushed and sanitized after use. Your hands must be washed after attending each child. Spread of disease is directly attributable to sanitation. Protect yourself.

When working with children you must be aware and cautious of all activities which may result in injuries. ***We adhere to a policy of no lifting of toddler children onto changing tables.*** You must safely aid the children while they climb the steps to the changing table. ***Be aware of uneven surfaces and any items on the ground or floor which may result in a slip and fall.***

H. PLAYGROUND SUPERVISION

Playground supervision is of the utmost importance. Most accidents happen on the playground. Enforce the rules consistently with every child. Use intervention to head off dangerous play. Children will respond positively to intervention prior to entering play, which breaks the rules and creates an unsafe condition.

Teachers who are talking together on the playground or in the classroom are not supervising the children. You are responsible for stationing yourself in such a manner that you have all the children in view. You must be consciously aware of what each child is doing. Among other things, these measures are necessary to protect yourself from legal liability. You may be held legally responsible for an accident unless you can prove you were providing active, adequate supervision.

I. NAP PERIOD

The following guidelines will be considered during the nap period:

1. Leave the curtains partially open to allow some light into the room. The room should never be in total darkness.
2. Talking should be discouraged; however, many children cannot be expected to sleep. Encourage all children to rest as quietly as possible.
3. Use discretion in allowing children to use the restroom, but never refuse a child permission to do so if they need to go. Allow them time to use the restrooms before they go down for a nap.
4. Children should be allowed to rest comfortably, without restrictions on position, etc.
5. Positive reinforcement techniques should be used when dealing with children who are being uncooperative or disruptive. In extreme circumstances, ask the office staff for assistance.
6. Children must wear shoes at all times.

Chapter 8

DISCIPLINE

Title XXII of the United States Code which governs educational establishments like ours states that adults may not discipline in any way which violates a child's rights. Evaluators from the California Department of Social Services have interpreted this to mean:

1. Using a loud voice - "yelling" at a child.
2. Using an angry voice - belittling a child.
3. Making threats.
4. "Punishing" a child by exclusion from the group for an unreasonable length of time inappropriate to the child's age.
5. Any form of negative response to toilet behavior.
6. Restraining a child with force, hitting, spanking or "swatting" a child.
7. Undue stress on any limb as discipline or restraint.
8. Teasing or denigrating a child.
9. Using food as a disciplinary measure
10. Telling a child he is "bad" - calling names.

A. RESPONSIBILITIES REGARDING STUDENT DISCIPLINE

When a serious discipline problem has been noted, the Director will contact the parent. With the number of people on our staff and the number of children, it is necessary to have one person responsible. That person is the Director. It creates a great deal of confusion and anxiety in the parents when they hear bits and pieces of reports from two or three different people. The Director will report back to the staff as appropriate.

Reports should be made of recurring problems and they should be placed in each child's folder. It is important to discern when a pattern is created and the significance of the pattern. Discuss with the Director whether or not the parent should be informed. It is the responsibility of the Director to inform a parent of negative behavior.

You may be requested to sit in with the head teacher or the Director in a parent conference. Should this occur, you would meet with the head teacher or Director before the conference to determine the professional approach to use.

B. EMPLOYEES' CHILDREN

Part of the benefit of preschool education, now termed "child care" is the opportunity for children to receive and accept direction from adults other than their parents prior to entering elementary school. This is an important step in the maturation of each child. Therefore:

1. Employees' children of the proper age are welcome. It is understood that the children will not be in the parent's group.
2. Disciplining of an employee's child will be handled by a staff member other than the parent.
3. Employee's children or relatives are not allowed on the school facility unless they are registered and enrolled in our program.

Chapter 9

SAFETY

A. FIRE DRILLS

Fire drills will be held at least once a month. The evacuation route is posted on the wall in your room. **MEMORIZE IT!**

It is your responsibility to lead the children to the safe spot indicated on the evacuation route. One person on your team is responsible for taking the emergency file of the children assigned to that room and leading the children out in the least frightening manner. One other person is responsible for seeing that all the windows and doors are closed; check the room carefully to see that no child is left inside; and, be sure the last one out closes the door behind him/herself on the way to the evacuation spot. The team member with the emergency file is responsible for taking attendance to verify that all children are accounted for. Remain in that spot until dismissed and told to return to the school building. Plan to engage the children in finger plays or songs while confined to the evacuation spot. Children must be under control at all times during the drill and the return to class.

B. EARTHQUAKE SAFETY

WHEN AN EARTHQUAKE STRIKES the solid earth may pitch and roll like the deck of a ship for a minute or two. The motion is frightening but unless it shakes something down on you, it is harmless. We have reviewed the following procedures on a regular basis:

GENERAL: During the shaking, we need to direct the children, as follows:

- If indoors, stay indoors. Hide under sturdy furniture. Stay near the center of the building. Stay away from glass. Cover their necks and heads.
- Do not run through or near buildings where there is lingering danger of falling debris.
- If outside, stay in the open, away from buildings and utility wires.

INJURIES:

- All injuries must be reported to the Director; and, appropriate forms must be completed as to how the injury occurred and what First Aid measures were taken.

AFTER THE SHAKING:

- Check water, gas, and electric lines. If damaged, shut off at mains. If gas leakage is detected, open windows, leave the building and report the leak to authorities promptly.
- Turn on radio or television for emergency bulletins.
- Stay out of damaged buildings; aftershocks can shake them down.

COOPERATE WITH PUBLIC EFFORTS:

- Do not use your telephone except to report medical, fire or violent crime emergencies.
- Turn on your portable radio for information and damage reports.
- All injuries must be reported to the Director and all appropriate forms completed as to how the injury occurred and what First Aid measures were taken.
- Be prepared for aftershocks. Most of these are smaller than the main quake, but some may be large enough to do additional damage.

C. VAN PROCEDURE

In order to qualify to drive the van, the following requirements must be met:

1. The driver must be 25 years of age and have a good driving record

2. Required information must be submitted to the insurance company and approved.

Eligible drivers must fill out the Insurance Form for Vans, and have it approved by the Director before they can drive the van. Please park the vans in well-lighted areas. Additional rules for the bus driver are:

1. No eating allowed on the bus.
2. No smoking on the bus.
3. Radio must be kept off while children are in the bus.
4. Try to look your best since you are in the public's view and you are representing Action Day Nurseries, Primary Plus, Inc.
5. Be patient and courteous with the children. Remember that they do not always move quickly.
6. Never get gas while you have children on the bus.
7. Try to have the bus washed once a week (except during rainy weeks).
8. Make sure the children use low voices and no abusive language while riding on the bus.
9. Make sure everyone wears a seat belt - this includes you.
10. For safety, drive with headlights on at all times.
11. Make sure the children line up at the gate and wait for you to open the gate, so you can supervise them to and from the bus.
12. Make sure the children know you have others to pick up and they should not waste time, or it makes others stand and wait for the bus.
13. Never leave children unattended on the bus.
14. Do not make any stops (stores, bank, etc.,) while you are in route with children.
15. Never allow children to load or unload from the bus while it is running.
16. Go through the van at the end of the day, and remove any garbage and check for any items (lunch boxes, sweaters, etc.) left on the bus, and put in the lost and found.
17. Report any observed maintenance needs to your supervisor.
18. The van should be locked when not in use.

D. FIELD TRIP PROCEDURE

1. A field trip must be planned at least two weeks in advance.
2. A "Field Trip Request" form must be completed and approved by the Director and the main office. The van also must be reserved.
3. All parents of children involved must be notified of a field trip well in advance. Written permission is required for each child who plans to attend.
4. Adequate supervision by adults must be planned. (Ask parents to volunteer).

E. EMPLOYEE USE OF PERSONAL AUTOMOBILE

1. The insurance requirements for employees who use their personal automobiles on school business are as follows:
 - a. The Directors may authorize an employee to use his or her automobile on necessary school business. All employees who are authorized to use their automobiles on school business are required to carry bodily injury and property damage liability insurance with the limits of liability being not less than the following:

- | | |
|---|---------------------|
| (1) Bodily injury liability: | \$100,000/\$300,000 |
| (2) Property damage: | \$10,000 |
| (3) Such additional limits as are specified by California's "Financial Responsibility" law. | |

It should be stressed that these are minimum limits and that in many cases, higher amounts and other automobile coverage may be desirable, depending upon each employee's particular circumstances. The following information regarding insurance coverage requirements is to be kept on file at the school, and is to be the basis for authorizing an employee to use his own automobile on school business.

1. Name of employee.
2. Name of company that issued the policy.
3. Amount of bodily injury coverage.
4. Amount of property coverage.
5. Expiration date of the policy.

F. EMPLOYEES INJURED ON THE JOB

If an employee is injured while working, that employee must notify the Director immediately, complete required forms (DWC1) within 1 working day (24 hours) of notice of injury. Employee is to use one of ADNPP's approved medical facilities unless employee has pre-designated a personal physician.

Chapter 10

STANDARDS OF CONDUCT

A. EXAMPLES OF CONDUCT WARRANTING DISCIPLINARY ACTION

Prohibited conduct may result in disciplinary action, such as termination, written warning or suspension. The following list is merely illustrative and not comprehensive.

1. Failure to comply with Title XXII regulations.
2. Failure to comply with school rules for safety and supervision of children.
3. Failure to report an accident or injury and fill out the required forms.
4. Drunkenness, being under the influence of, or in possession of alcohol, drugs or narcotics while on the premises.
5. Repeated tardiness, absences or leaving work without permission.
6. Visiting during working hours; failing to adequately supervise your assigned playground or classroom area.
7. Soliciting money for any unauthorized cause.
8. Performing personal work, or having personal work done on the premises or using school property or records for personal use or gain.
9. Refusal or inability to maintain satisfactory job performance.
10. Inability to relate to children, staff or parents in a positive manner.
11. Insubordination including but not limited to refusal to do assigned work, failure to carry out a reasonable orders or instructions of a supervisor or member of management,
12. Use of obscene, vulgar, abusive or threatening language or disrespectful behavior toward parents, children, peers or a supervisor or member of management.
13. Any conduct contrary to common decency, morality, or discrimination against anyone because of race, color, sex, age, religion or national origin.
14. Stealing of any kind, falsifying information, spreading rumors or behaving unprofessionally.
15. Discussing internal school business with parents.
16. Falsifying employment information.
17. Violating confidentiality in regards to information that has been obtained in connection with the school.
18. Falsification of employment records, employment information or other official records.
19. Recording the work time of another employee or allowing any other employee to record your work time, or allowing falsification of any time card, either your own or another employee's.
20. Theft, deliberate or careless damage or destruction of any school property or the property of any employee, student or parent.
21. Removing or borrowing school property without prior authorization.
22. Unauthorized use of school equipment, time, materials, or facilities.
23. Provoking a fight or fighting during working hours or on school property.
24. Participating in horseplay or practical jokes on school premises.
25. Carrying firearms or any other dangerous weapons on school premises at any time.
26. Engaging in criminal conduct, whether or not related to job performance.
27. Causing, creating or participating in a disruption of any kind during working hours on school property.
28. Using abusive language at any time on school premises.
29. Failure to notify a supervisor when unable to report to work.
30. Unreported absence of three (3) consecutive scheduled workdays.
31. Failure to obtain permission to leave work for any reason during normal working hours.
32. Failure to observe working schedules, including rest and lunch periods.
33. Failure to provide a physician's certificate when requested or required to do so.
34. Sleeping or malingering on the job.
35. Making or accepting personal telephone calls during working hours, except in cases of emergency or extreme circumstances.

36. Working overtime without authorization or refusing to work assigned overtime.
37. Wearing extreme, unprofessional or inappropriate styles of dress or hair while working.
38. Violation of any safety, health, security or school policies, rules or procedures.
39. Committing a fraudulent act or a breach of trust under any circumstances.
40. Unlawful harassment.

This statement of prohibited conduct does not alter our policy of at-will employment. Either you or we remain free to terminate the employment relationship at any time, with or without reason or advance notice.

B. OFF-DUTY CONDUCT

While we do not seek to interfere with the off-duty and personal conduct of our employees, certain types of off-duty conduct may interfere with our legitimate business interests. For this reason, employees should be aware of the following policies:

Employees are expected to conduct their personal affairs in a manner that does not adversely affect Action Day Nurseries, Primary Plus, Inc. or their own integrity, reputation or credibility. Illegal or immoral off-duty conduct on the part of an employee that adversely affects our legitimate business interests or the employee's ability to perform his or her job will not be tolerated.

Our employees are expected to devote their energies to their jobs with Action Day Nurseries, Primary Plus, Inc. For this reason, second jobs are strongly discouraged. The following types of outside employment are strictly prohibited:

41. Employment that conflicts with an employee's work schedule, duties and responsibilities;
42. Employment that creates a conflict of interest;
43. Employment that impairs or has a detrimental effect on the employee's work performance with us;
44. Employment that requires the employee to conduct work or related activities on our property during our working hours or using our name, our facilities and/or our equipment; or
45. Employment that directly or indirectly competes with our business or our interests.

Employees who wish to engage in outside employment that may create a real or apparent conflict of interest must submit a written request to their Director, explaining the details of the outside employment. If the outside employment is authorized, we assume no responsibility for the outside employment. We shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of outside employment. Authorization to engage in outside employment can be revoked at any time.

POLICY STATEMENT

All employees must adhere to the following when engaging in Social Media:

C. ACTION DAY PRIMARY PLUS POLICY ON STAFF USE OF SOCIAL MEDIA

Purpose

The Company recognizes that the internet provides unique opportunities to participate in interactive discussions and share information on particular topics using a wide variety of social media, such as Facebook, LinkedIn, Twitter, Pinterest, Tumblr, blogs and wikis. However, employees' use of social media can pose risks to the Company's confidential and proprietary information, reputation and brands, can expose the Company to discrimination and harassment claims and can jeopardize the Company's compliance with business rules and laws.

To minimize these business and legal risks, to avoid loss of productivity and distraction from employees' job performance and to ensure that the Company's IT resources and communications systems are used appropriately as explained below, the Company expects its employees to adhere to the following guidelines and rules regarding social media use.

Compliance With Related Policies and Agreements

All of the Company's other policies that might apply to social media use remain in full force and effect. Employees should always

adhere to them when using social media. Social media should never be used in a way that violates any other the Company's policies or employee obligations. If your social media activity would violate any of the Company's policies in another forum, it will also violate them in an online forum. For example, employees are prohibited from using social media to:

1. Violate the Company's confidentiality policy.
2. Engage in unlawful harassment.
3. Circumvent policies prohibiting unlawful discrimination against current employees or applicants for employment.
4. Violate the Company's privacy policies (for example, never access private password-protected sites of co-workers or other Company stakeholders without permission).
5. Violate any other laws or ethical standards (for example, never use social media in a false or misleading way, such as by claiming to be someone other than yourself).

Employees who violate Company policies may be subject to discipline, up to and including termination of employment.

Personal Use of Social Media

Personal use of social media is never permitted on working time by means of the Company's computers, networks and other IT resources and communications systems, except as authorized in writing by the Company.

No Expectation of Privacy

All contents of the Company's IT resources and communications systems are the property of the company. Therefore, employees should have no expectation of privacy whatsoever in any message, files, data, document, facsimile, telephone conversation, social media post, conversation or message, or any other kind of information or communications transmitted to, received or printed from, or stored or recorded on the Company's electronic information and communications systems.

You are expressly advised that in order to prevent misuse, the Company **reserves the right to monitor, intercept and review, without further notice, every employee's activities using the company's IT resources and communications systems, including but not limited to social media postings and activities, and you consent to such monitoring by your acknowledgment of this policy and your use of such resources and systems.** This might include, without limitation, the monitoring, interception, accessing, recording, disclosing, inspecting, reviewing, retrieving and printing of transactions, messages, communications, postings, logins, recordings and other uses of the systems as well as keystroke capturing and other network monitoring technologies.

The Company also may store copies of such data or communications for a period of time after they are created, and may delete such copies from time to time without notice.

Do not use the Company's IT resources and communications systems for any matter that you desire to be kept private or confidential from the Company.

Guidelines for Employees' Responsible Use of Social Media

The above material covers specific rules, policies and contractual obligations that employees must follow in using social media, whether for personal or business purposes, in consideration of their employment and subject to discipline for violations. The following sections of the policy provide employees with common-sense guidelines and recommendations for using social media responsibly and safely, in the best interests of the Company. These guidelines reflect the "duty of loyalty" all employees owe their employers, and are intended to add to, not contradict, limit or replace, applicable mandatory rules, policies, legal requirements, legal prohibitions and contractual obligations.

Protect the Company's Goodwill, Brands and Business Reputation. You are personally responsible for what you communicate in social media. Remember that what you publish might be available to be read by the masses (including the company itself, future employers and social acquaintances) for a long time. Keep this in mind before you post content.

Make it clear in your social media activity that you are speaking on your own behalf. Write in the first person and use your personal e-mail address when communicating via social media.

If you disclose your affiliation as an employee of the Company, it is recommended that you also include a disclaimer that your views do not represent those of your employer. For example, consider such language as "the views in this posting reflect my personal views and do not represent the views of my employer."

Use good judgment about what you post and remember that anything you say can reflect on the Company, even if you do include a disclaimer. Always strive to be accurate in your communications about the Company and remember that your statements have the potential to result in liability for you or the Company. The Company encourages professionalism and honesty in social media and other communications.

Respect Confidential Information. The Company's policies restrict employees' use and disclosure of the company's customer lists, confidential information and other trade secrets. Beyond these mandatory restrictions, you should treat the company's trade secrets, and other information about the Company's customers as confidential and not do anything to jeopardize or unwittingly disclose them through your use of social media. In addition, you should avoid misappropriating or infringing the intellectual property of other companies and individuals, which can create liability for yourself and for the Company.

Respect and Comply With Terms of Use of All Sites You Visit. Do not expose yourself or the Company to legal risk by using a social media site in violation of its terms of use. Review the terms of use of all social media sites you visit and ensure your use complies with them. Ownership of intellectual property used on, or information collected or generated through use of, the site (for example, any of the company's copyrighted material and trademarks that might be posted on the site, or user information the company collects through the site).

Respect Others. In addition to complying with the Company's mandatory policies, do not post, or express a viewpoint on another's post, such as by "liking" a Facebook post, anything that the Company's customers, clients, business partners, suppliers or vendors would find offensive, including ethnic slurs, sexist comments, discriminatory comments, profanity, abusive language or obscenity, or that is maliciously false.

Supervisors should refrain from trying to connect with their direct reports on social media sites (for example, making friend requests on Facebook). Neither supervisors nor direct reports should feel pressured to accept any requests from anyone at the Company.

Conduct Not Prohibited by this Policy

This policy is not intended to restrict communications or actions protected or required by state or federal law.

D. DRUG AND ALCOHOL ABUSE

We are concerned about the use of alcohol, illegal drugs or controlled substances as it affects the workplace and especially the children entrusted to our care. Use of these substances, whether on or off the job, can adversely affect your work performance, efficiency, safety and health and therefore seriously impair the value of your services. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of the children and other employees and exposes us to liability for property loss or damage, or injury to other persons.

Furthermore, the use of even prescription drugs and/or over-the-counter drugs also may affect an employee's job performance and seriously impair the employee's ability to function effectively in an environment where the safety of children is a constant concern. The following rules and standards of conduct apply to all employees during the workday (including meals and rest periods).

Action Day Nurseries, Primary Plus, Inc. strictly prohibits the following:

1. Possession or use of alcohol, or being under the influence of alcohol while on the job.
2. Driving a school vehicle or personal vehicle while on duty while under the influence of alcohol or drugs.
3. Distribution, sale or purchase of an illegal or controlled substance while on or off the job.
4. Possession or use of an illegal or controlled substance, or being under the influence of an illegal or controlled substance while on the job.

Violation of the above rules and standards of conduct will not be tolerated. We also may bring violations of these rules and standards to the attention of appropriate law enforcement authorities.

In order to enforce this policy, we reserve the right to conduct searches of school property or employees and/or their personal property, and to implement other measures necessary to deter and detect abuse of this policy.

An employee's conviction on a charge of illegal sale or possession of any controlled substance while off school property will not be tolerated because such conduct, even though off duty, reflects adversely on us, given our role with respect to children. We must keep people who sell or possess controlled substances off our premises in order to keep the controlled substances themselves off the premises.

Any employee who is using prescription or over-the-counter drugs that may impair the employee's ability to safely perform the job, or affect the safety or well-being of others, must notify a supervisor of such use immediately before starting or resuming work.

We will encourage and reasonably accommodate employees with chemical dependencies (alcohol or drug) to seek treatment and/or rehabilitation. To this end, employees desiring such assistance should request a treatment or rehabilitation leave. We are not obligated, however, to continue to employ any person whose performance of essential job duties is impaired because of drug or alcohol use, nor are we obligated to re-employ any person who has participated in treatment and/or rehabilitation if that person's job performance remains impaired as a result of dependency. Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency or problem will not automatically be given a second opportunity to seek treatment and/or rehabilitation. This policy on treatment and rehabilitation is not intended to affect our treatment of employees who violate the regulations described above. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

E. PUNCTUALITY AND ATTENDANCE

You are expected to be punctual and regular in attendance. Any tardiness or absence causes problems for your fellow employees and your supervisor, and ultimately affects students. When you are absent, others must perform your workload, just as you must assume the workload of others who are absent.

Employees are expected to report to work as scheduled, on time and prepared to start work. Employees also are expected to remain at work for their entire work schedule, except for meal periods or when required to leave on authorized business. Late arrival, early departure or other absences from scheduled hours are disruptive and must be avoided.

If you are unable to report for work on any particular day, you must call your supervisor at least two hours before the time you are scheduled to begin working for that day. If you call less than two hours before your scheduled time to begin work, you will be considered tardy for that day. In all cases of absence or tardiness, employees must provide their supervisor with an honest reason or explanation. Employees also must inform their supervisor of the expected duration of any absence. Except for extenuating circumstances, you must call in on any day you are scheduled to work and will not report to work.

Excessive absenteeism or tardiness (whether excused or not) will not be tolerated. We define excessive absenteeism as more than three (3) days absence in a one (1) month period.

If you fail to report for work without any notification to your supervisor and your absence continues for a period of three days, we will consider that you have abandoned your employment and have voluntarily terminated.

F. PARENT RELATIONS

Employees are expected to be polite, courteous, prompt and attentive to every parent. When a situation arises where the employee does not feel comfortable or capable of handling the problem, a supervisor should be called immediately.

G. CONFIDENTIALITY

Each employee is responsible for safeguarding confidential information obtained during employment. In the course of your work, you may have access to confidential information regarding Action Day Nurseries, Primary Plus, Inc., their suppliers, students, their parents, or perhaps even fellow employees. It is your responsibility to in no way reveal or divulge any such information unless it is necessary for you to do so in the performance of your duties. Access to confidential information should be on a “need-to-know” basis and must be authorized by your supervisor. Any breach of this policy will not be tolerated and we may take legal action.

Confidential information also includes, but is not limited to, Action Day Nurseries, Primary Plus, Inc. data, procedures, developments, improvements, techniques, marketing plans, strategies, forecasts, financial statements, budgets, projections, costs: as well as lists of names and/or addresses or phone numbers of the families we serve and/or the vendors we use.

Employees shall not disclose or discuss confidential information with anyone without written permission of the president of Action Day Nurseries, Primary Plus, Inc. Under no circumstances are materials, documents or other information designated as confidential to be removed from the work site premises without the prior express permission of the President.

A breach of confidentiality may result in discipline up to and including immediate termination.

H. PROFESSIONAL CONDUCT AND ETHICS

Employees are expected to act in a professional manner at all times. If an employee has concerns regarding our policies or programs, they are expected to report these concerns to the appropriate person at the appropriate time and place.

No employee may accept a gift or gratuity from any vendor, supplier or other person doing business with Action Day Nurseries, Primary Plus, Inc. that may give the appearance of influence regarding a business decision, a decision affecting a student or a transaction or service. Please discuss anticipated expenses paid by such outside persons for business meals or trips with us in advance.

I. MEDIA CONTACT

Employees may be approached for interviews or comments by the news media. Only contact people designated by the Director may comment on our policies or on events that have an impact on Action Day Nurseries, Primary Plus, Inc.

Chapter 11

OPERATIONAL CONSIDERATIONS

A. EMPLOYER PROPERTY

Lockers, desks, school vans and other such property are owned by your employer and must be maintained according to our rules and regulations. They must be kept clean and are to be used only for work-related purposes. We reserve the right to inspect all such property to insure compliance with our rules and regulations, without notice to the employee and/or in the employee's absence.

Action Day Primary Plus uses various forms of electronic communication including, but not limited to voice mail, electronic mail (E-mail), telephone, Internet, cell phones and PDA's. All electronic communications, including but not limited to software, hardware, databases and digital files remain the sole property of Action Day Primary Plus and are to be used for business purposes only. Electronic communication and media may not be used in a manner which is harassing, discriminatory, or in any way illegal, against company policy and/or not in the best interest of the company.

Employees may not install personal software on Action Day Primary Plus computers systems. Permission must be obtained from the corporate office in order to install any software on company systems.

All electronic information created by an employee using any means of electronic communication is and remains the property of Action Day Primary Plus. It may be necessary to assign and/or change "passwords" and personal codes for voice mail, for E-mail, for computer systems, etc. These items are to be used for school business and they remain the property of Action Day Nurseries, Primary Plus, Inc. We may keep a record of all passwords/codes used and/or may be able to override any such password system.

We reserve the right to access, view and/or listen to all forms of electronic communication to ensure compliance with the rules, without notice to the employee and/or in the employee's absence. Misuse of electronic communication will be subject to disciplinary action and/or immediate termination.

Prior authorization must be obtained before any school property may be removed from the premises.

For security reasons, employees should not leave personal belongings of value in the workplace. Personal items are subject to inspection and search, with or without notice, with or without the employee's prior consent.

Terminated employees should remove any personal items at the time they leave. Personal items left in the workplace by previous employees are subject to disposal if not claimed at the time of the employee's termination.

B. OFF-DUTY USE OF FACILITIES

Employees are prohibited from being on school premises or using school facilities while not on duty. Employees are expressly prohibited from using school facilities, property or equipment for personal use unless prior approval has been obtained by the President of Action Day Nurseries, Primary Plus, Inc.

C. EMPLOYEE PROPERTY

An employee's personal property, including but not limited to, lockers, packages, purses and backpacks, may be inspected upon reasonable suspicion of unauthorized possession of school property.

D. SECURITY

The following security considerations are offered to help maintain a secure workplace. Be aware of persons loitering for no apparent reason (e.g., in parking areas, walkways, entrances/exits and service areas). Report any suspicious persons or activities to the Director. Secure your work area at the end of the day or when called away from your work area for an extended length of time and do not leave valuable and/or personal articles in or around your work area that may be accessible.

E. HEALTH AND SAFETY

Every employee is responsible for the safety of himself or herself as well as the safety of others in the workplace. To achieve our goal of maintaining a safe workplace, everyone must be safety conscious at all times. In compliance with California law, and to promote the concept of a safe workplace, we maintain an Injury and Illness Prevention Program. The Injury and Illness Prevention Program is available for review by employees and/or employee representatives in the Director's office.

In compliance with Proposition 65, we will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

F. SMOKING POLICIES

Smoking is not allowed on school property. Any smoking must be out of the children's view.

G. HOUSEKEEPING

All employees are expected to keep their work areas clean and organized. Common areas such as lunchrooms, locker rooms and restrooms should be kept clean by those using them. Please clean up after meals. Dispose of trash properly.

H. PARKING

Employee vehicles may be parked in designated areas, if space permits. If space is unavailable, employees must park off school property. Employees may not use parking areas specifically designated for parents, vendors, and school vans or management vehicles. Action Day Nurseries, Primary Plus, Inc. is not responsible for any loss or damage to employee vehicles or contents while parked on our property.

I. SOLICITATION AND DISTRIBUTION OF LITERATURE

In order to ensure efficient operation of school business and to prevent annoyance to our employees, it is necessary to control solicitations and distribution of literature on our property. We have established rules applicable to all employees governing solicitation, distribution of written material and entry onto school premises and into work areas. All employees are expected to comply strictly with these rules. Any employee who is in doubt concerning the application of these rules should consult with his or her supervisor immediately.

No employee shall solicit or promote support for any cause or organization during his or her working time or during the working time of the employee or employees at whom such activity is directed.

No employee shall distribute or circulate any written or printed material in work areas at any time, or during his or her working time or during the working time of the employee or employees at whom such activity is directed.

Under no circumstances will non-employees be permitted to solicit or to distribute written material for any purpose on school property.

J. CONDUCTING PERSONAL BUSINESS

Employees are to conduct only authorized business while at work. Employees may not conduct personal business or business for another employer during their scheduled working hours.

K. EMPLOYEES WHO ARE REQUIRED TO DRIVE

Employees who are required to drive a school vehicle or their own vehicle on school business will be required to show proof of current, valid licenses and current effective insurance coverage prior to the first day of employment.

Employees must carry personal auto liability insurance with at least a \$100,000/\$300,000 Bodily Injury or \$300,000 Combined Single Limit on their vehicle. Employees required to use their personal auto for business purposes must keep their auto in good and safe operating condition.

We participate in a system that regularly checks the California Department of Motor Vehicles records of all employees who drive as part of their job.

The company retains the right to transfer to an alternative position, suspend or terminate an employee whose license is revoked, or who fails to maintain personal automobile insurance coverage or who is uninsurable under our policy.

Employees who drive their own vehicles on authorized school business will be reimbursed at the rate recognized in the Internal Revenue Code.

Chapter 12

WORKERS' COMPENSATION

A. WORKERS' COMPENSATION

We, in accordance with state law, provide insurance coverage for employees in case of work-related injury. The Workers' Compensation benefits provided to injured employees may include:

1. Medical care.
2. Cash benefits, tax free, to replace lost wages.
3. Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure that you receive any workers' compensation benefits, to which you may be entitled, you will need to:

1. Immediately report any work-related injury to your supervisor.
2. Seek medical treatment and follow-up care if required.
3. Complete a written Employee's Claim Form (DWC Form 1) and return it to the personnel manager.
4. Provide us with a certification from your health care provider regarding the need for workers' compensation disability leave and your ability to return to work from the leave.

Under most circumstances, upon submission of a medical certification that an employee is able to return to work from a workers' compensation leave of four months or less, the employee will be reinstated to his/her same position held at the time the leave began or to an equivalent position, if available. An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if the employee on workers' compensation leave would have been laid off had he/she not gone on leave, or if the employee's position has been eliminated or filled in order to avoid undermining our ability to operate safely and efficiently during the leave, and there are no equivalent or comparable positions available, then the employee would not be entitled to reinstatement.

If the same position is not available, an employee's return to work will depend on job openings existing at the time of his/her scheduled return. An employee's return will depend on his/her qualifications for any existing openings. If, after returning from a workers' compensation disability leave, an employee is unable to perform the essential functions of his/her job because of a physical or mental disability, our obligations to the employee may include reasonable accommodation as governed by the Americans with Disabilities Act (ADA).

B. RECREATIONAL ACTIVITIES AND PROGRAMS

Our insurer or we will not be liable for the payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

Chapter 13

INTEGRATION CLAUSE AND THE RIGHT TO REVISE

This Handbook contains the employment policies and practices of Action Day Nurseries, Primary Plus, Inc. in effect at the time of its publication. All previously issued Handbooks and any inconsistent policy statements or memoranda are superseded.

Action Day Nurseries, Primary Plus, Inc. reserve the right to revise, modify, delete or add to any and all policies, procedures, work rules or benefits stated in this Handbook or in any other document, except for the policy of at-will employment. However, any such changes must be in writing and must be signed by the Director of Action Day Nurseries, Primary Plus, Inc.

CONCLUSION

Many policies and employee benefits have been treated only briefly in this handbook. If you have any questions or want more information, your supervisor will be glad to fill in the details for you. Action Day Nurseries & Primary Plus, Inc. will also be happy to help you with questions or problems.

Acknowledgment of Receipt and Reading

I have received and read my copy of Action Day Nurseries & Primary Plus, Inc.'s Policy and Procedures Handbook. I understand and agree that it is my responsibility to familiarize myself with the policies and procedures contained in this Handbook. I further agree that the Handbook sets forth the terms and conditions of my employment (unless otherwise specified in an individual written employment contract), and I hereby agree to follow and abide by the policies and procedures contained within the Handbook.

I understand that, except for employment at-will status, any and all policies or practices can be changed at any time by Action Day Nurseries, Primary Plus, Inc. Action Day Nurseries, Primary Plus, Inc. reserves the right to change my hours, wages and working conditions at any time. I understand that other than the Director, no manager, supervisor or representative of Action Day Nurseries, Primary Plus, Inc. has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the Director has the authority to make any such agreement and then only in a document signed by her.

I understand and agree that nothing in this employee Handbook creates or is intended to create a promise or representation of continued employment and that employment at Action Day Nurseries, Primary Plus, Inc. is employment at-will; employment may be terminated at the will of either Action Day Nurseries, Primary Plus, Inc., or myself. My signature below certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between Action Day Nurseries, Primary Plus, Inc. and myself concerning the duration of my employment and the circumstances under which my employment may be terminated. The understandings embodied in this Handbook supersede all prior agreements, understandings and representations concerning my employment with Action Day Nurseries, Primary Plus, Inc.

Employee's Signature

Date

Employee's Printed Name

Signature of Company Representative

Date

Printed Name of Company Representative

*Benefits
Policy*

I have received my employee benefit package and understand that I will be eligible for insurance benefits on the first of the month following 30 days of my hire date. If I elect to have coverage I will enroll online within 30 days of my hire date.

Employee's Signature

Date

Statement of Refusal of Insurance Benefits

After careful consideration, I have decided to refuse this opportunity to become insured for insurance. I understand that if I decide at a later date to add this coverage, I will have to furnish, at my own expense, evidence of insurability satisfactory to carriers for each person to be covered.

Employee's Signature

Date

Director's Signature

Date

APPENDIX A

Job Descriptions

DIRECTOR

The Director is the chief executive officer and coordinates the overall functions of the school. The Director plans for the overall operations of the school, subject to the Mentor's approval. Once goals and plans are defined with the mentor, progress should be reviewed within the month. The Director is responsible for the supervision of the total operation of the school, including but not limited to the following:

A. Personnel Area.

1. Select, supervise and evaluate staff members.
2. Develop workable teacher schedule based on current attendance needs.
3. Maintain staff personnel files.
4. Initiate and complete all raise reviews.
5. Handle the discipline and complete employee memorandums as needed.
6. Approve time cards and all other areas relating to pay.
7. Resolve any deviation of staff responsibilities.

B. Curriculum Area.

1. Supervise, coordinate and assist in planning and evaluating the curriculum.

C. Parent-Child-School Relations Area

1. Conduct parent interviews and carry out enrollment procedures.
2. Maintain children's records and evaluation of children's progress.
3. Hold parent conferences, both formal and informal, as necessary.
4. Maintain class lists and projected enrollment cards.

D. Financial Area

1. Oversee bookkeeping routines and duties.
2. Bill and collect tuition fees.
3. Maintain Directors petty cash account.
4. Oversee the purchasing of food, supplies and equipment within budgeted amounts.
5. Complete purchase orders and work requests as needed and submit for approval.
6. Develop and maintain payroll budget based upon projected and actual attendance.

E. School-Community Relations Area

1. Assist in contacts with state and local officials.
2. Interview and evaluate student teachers and observers.

F. School Maintenance Area

1. Plan for daily maintenance. Insure that equipment and facility is operable and being properly maintained.
2. Maintain task book with yearly plan.

G. Transportation

Provide own transportation as needed in daily functions of the job.

ASSISTANT DIRECTOR

The Assistant Director shall effectively manage and supervise the activities of the School in the absence of the Director in his/her duties. The Assistant Director will be responsible for the following:

A. Curriculum Area

1. Coordinate lesson plans.
2. Coordinate field trips.
3. Assist in evaluation of curriculum and weekly themes.

B. Parent-Child-School Relations Area

1. Answer the telephone.
2. Set up and complete enrollment procedures.
3. Send invitations and thank you notes for special events.
4. Maintain children's records and evaluate the children's progress.

C. Financial Area

1. Assist in daily bookkeeping procedures such as deposits, billing and adjustments.
2. Assist in the ordering of consumable supplies.

D. Special Events

1. Coordinate special events throughout the year, utilizing the "Special Events" checklist.
2. Send invitations and thank you cards as appropriate.
3. Coordinate with the Director a yearly calendar.

E. See also the duties of the teacher.

ELEMENTARY AND MIDDLE SCHOOL ACADEMIC TEACHING STAFF

Primary Plus contracted employees are subject to a nine and one half-month academic contract. Employees of Primary Plus will be placed on the salary schedule based on previous work experience and educational background. Fall academic year employment commences one week prior to the first day of school each fall.

A. Employees will be categorized as follows:

1. Contracted full-time 30 hours/week.
2. Contracted part-time less than 30 hours per week.
3. Part-time less than 30 hours per week.

B. Elementary Teacher Evaluations

1. The Director, Head Teachers or administrative staff member will conduct formal Teacher Evaluations. The evaluations will take place twice a year, once in the fall and once in the spring. Teachers will be notified a day or two in advance of when the evaluation will take place.
2. Informal Teacher Evaluation will place throughout the school year. The teacher will have no advance notice of the informal evaluation

C. Report Cards, Parent-Teacher Conferences and Student Folders

1. Report Cards will be sent home four times during the school year.
2. Parent-Teacher Conferences
 - a. Parent-Teacher conferences will occur four times during the year.
 - b. The first Parent-Teacher conference will be mandatory, the other three conferences will either be teacher requested or parent requested.
3. Student Folders for each child will include the child's academic work, art projects and a weekly progress report.

D. Curriculum

Curriculum guides for each grade have been carefully planned and developed. All teachers are expected to follow the approved curriculum guides. Any suggestions for changes in the curriculum areas should be submitted to the grade coordinator or the school principal for consideration and approval.

E. Child Parent Relationships

Professional attitudes and standards are to be maintained in the area of child parent relationships. If there are difficulties maintaining a professional relationship the advice of the Principal should be sought. The privacy and confidential nature of each child's history should be kept in mind at all times. Appropriate child parent communication is defined in the school handbook.

F. End of year check out

The school Principal will make a check out list available to all staff members by the 15th of May. The check-out list will describe the items that need to be submitted to the principal prior to the close of the academic school year. These items will include, but not limited to: classroom keys, grade and attendance books, appropriate placement for educational materials belonging to the school, details of any repairs to the classroom or equipment.

PRESCHOOL AND INFANT/TODDLER TEACHERS

To effectively plan, carry out and coordinate school activities, teachers shall be responsible for the following duties:

A. Curriculum Area

1. Plan general monthly lesson plans one week in advance of first working day to include:
 - a. Theme or area of interest to be covered each week.
 - b. Designate any special supplies, audio visual equipment needed, field trips planned and outside speakers needed for entire month
 - c. Post more detailed weekly lesson plans on Monday morning of each week, to include: Daily language activities, art activities, music activities and goals for the day.
2. Curriculum plans should be planned within the realities of the budget.

B. Parent-Child-School Relations Area

1. Plan parent discussions with the Director.
2. Assist in formal and informal parent conferences.
3. Maintain children's records and evaluate the children's progress.
4. Assist in the maintenance of appropriate child to teacher ratios.

C. General Classroom Maintenance

1. Keep equipment and supplies in order.
2. Return community supplies such as art materials, tapes, and musical instruments to their proper places.
3. Share in the general upkeep of the equipment and the school.
4. Complete daily cleaning as required (sweeping floors and outside play area, mopping, cleaning windows, washing dishes, toys and bibs, cleaning tables, emptying garbage and diaper pails.)
5. Complete periodic cleaning as required (chairs, counters and shelves).

PRESCHOOL AND INFANT/TODDLER AIDE

A. General

1. Assist in the maintenance of an appropriate ratio.
2. Have an understanding and provide stimulation for the developmental stages.
3. Be physically capable of lifting children.
4. Complete opening and closing procedures as required.

B. Basic Care

1. Change diapers according to diaper changing procedure.
2. Prepare snacks and meals for children as required. Assist in feeding children when required.
3. Prepare bottles and feed those infants too young to feed themselves.
4. Change linens on cots, cribs, and mattresses as required.

C. Curriculum

1. Assist in the organization and execution of the curriculum and provide the children with a learning environment conducive to choice.
2. Provide a learning atmosphere, which allows the children to explore a variety of sensory experiences.

D. General Classroom Maintenance

1. Keep equipment and supplies in order.
2. Return community supplies such as art materials, tapes and musical instruments to their proper places.
3. Share in the general upkeep of the equipment and the school.
4. Complete daily cleaning as required (sweeping floors and outside play area, mopping, cleaning windows, washing dishes, toys and bibs, cleaning tables, emptying garbage and diaper pails.)
5. Complete periodic cleaning as required (chairs, counters and shelves).

SECRETARY / RECEPTIONIST

A. General

1. Answer phones - ensure prompt and efficient handling of messages.
2. Greet visitors to the center.
3. Use and maintain office equipment.
4. Schedule appointments for clients.
5. General office up-keep.
6. Maintain records and files.

VAN DRIVER

A. General

1. Be at least 21 years of age;
2. Have a good driving record;
3. Use good common sense.

B. Responsibilities

1. Follow proper procedures for daily, weekly and monthly maintenance checks (see van book). Report all repair needs to your supervisor by completing a work request form.
2. Obey all traffic laws, and be a courteous driver.
3. Keep daily bus schedule in the van and a copy in the office. Notify the Director of changes in the schedule.
4. Keep vehicle clean inside and out, at all times.

MENTOR

The role of the Mentor is to provide guidance and support to the Directors.

A. Personnel

1. Review teacher schedule and hiring needs.
2. Review personnel problems and assist in a plan of correction.
3. Review payroll every pay period.

B. Curriculum

1. Review the strengths and weakness in the curriculum.
2. Discuss plans for special events and opportunities for publicity.

C. Parent-Child-School Relations

1. Review any student or parent concerns. Meet with Director and parent as needed.
2. Periodically review student files for completeness.
3. Review process for handling contacts and enrollment.

D. Financial

1. Review billing and collections regularly.
2. Discuss all proposed purchases.

E. School-Community Relations

1. Review and discuss any visit from state licensing.
2. Assist in a plan for participation any community functions such as parades or fairs.

F. Building Maintenance

1. Review daily maintenance, discuss any problem and solutions.
2. Tour facility together regularly and plan maintenance projects.