**EMPLOYEE HANDBOOK**



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2022 Pennsylvania Equity in Early Childhood Education Champion Award - Honorable Mention Recipient

Licensed Facility

**WELCOME**

Welcome to The Growing Garden Child Care Center, LLC (“The Growing Garden”)! We are pleased that you have chosen to become part of The Growing Garden team, and we hope that you will have a long and successful career with us. We believe that every employee contributes to the success of The Growing Garden. We sincerely hope that you will take pride in being an important part of The Growing Garden’s success in providing excellent child care to our community’s families and children.

This Employee Handbook contains important rules, policies, and procedures related to your employment with The Growing Garden. Please take the time to review the Employee Handbook in full. If you have any questions, feel free to ask your supervisor or reach out to the Director.

**MISSION STATEMENT**

The Growing Garden is a place where children can find safety, knowledge, love, and support outside of the home throughout their growing years.  The Growing Garden is built on the principles of honesty, respect, learning, and diversity. Growing up in the local community, our staff sees a need for a place where children can be children. A place where they can find solace and fun away from the chaos of the world. Our primary goal is the creation of a safe haven where the imagination can grow wild and where friendships can be built. We help our children to set goals and attain them through support and fun.

Our family atmosphere is a unique element that can only be found at The Growing Garden. Customers and community members often hear our staff members speak about “our kids”. We see all of our little customers as more than just a job - they are a member of our family. Our employees are in tune to the thoughts and emotions of all our kids. Each employee plays a duel role as both teacher and counselor. We are here to support and teach our children to become productive community members for the future.

The Growing Garden and Its day care center (the “Center”) promote social, emotional, physical, and cognitive development through developmentally appropriate activities for children who are of a potty trained age through the Eighth Grade. The Growing Garden team is committed to providing our families and children with high-quality service and support through the enrolled children’s growing years.

**EMPLOYMENT AT WILL**

Employment with The Growing Garden is employment at will. Employment “at will” means that an employee’s employment with The Growing Garden is for an indefinite period of time, which is subject to termination by either the employee or The Growing Garden, with or without cause, with or without notice, and at any time. Nothing in the Employee Handbook or any other policy of The Growing Garden should be interpreted to be in conflict with or to eliminate or modify in any way, the at-will employment status of The Growing Garden’s employees.

**EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION**

The Growing Garden provides equal employment opportunities to all employees and applicants for employment without regard to race, color, creed, ancestry, national origin, citizenship, sex or gender (including pregnancy, childbirth, breastfeeding, and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, religion, age, disability, genetic information, service in the military, or any other characteristic protected by applicable federal, state, or local laws and ordinances. Equal employment opportunity applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

The Growing Garden expressly prohibits any form of unlawful employee harassment or discrimination based on any of the characteristics mentioned above. Improper interference with the ability of other employees to perform their expected job duties is absolutely not tolerated.

The Growing Garden will endeavor to make a reasonable accommodation of an otherwise qualified applicant or employee related to an individual’s physical or mental disability, sincerely held religious beliefs and practices, and/or any other reason required by applicable law, unless doing so would impose an undue hardship upon The Growing Garden’s business operations. The Growing Garden prohibits any harassment of, or discriminatory treatment of, employees or applicants based on a disability or because an employee has requested a reasonable accommodation.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the Director. The Growing Garden will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. Employees who feel they have been subjected to any such retaliation should bring it to the attention of the Director.

**HARASSMENT**

It is The Growing Garden’s policy to prohibit any form of harassment, whether intentional or unintentional, of or against employees, applicants, or volunteers by another employee, supervisor, vendor, customer, or third party based on actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth, breastfeeding, and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information, or any other characteristic protected by applicable federal, state, or local laws. Such conduct will not be tolerated by The Growing Garden.

Any retaliation against an individual who has complained about sexual or other harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint is similarly unlawful and will not be tolerated. The Growing Garden will take all reasonable steps necessary to prevent and eliminate unlawful harassment.

The term “unlawful harassment” means conduct that has the purpose or effect of creating an intimidating, a hostile, or an offensive work environment; has the purpose or effect of substantially and unreasonably interfering with an individual’s work performance; or otherwise adversely affects an individual’s employment opportunities because of the individual’s membership in a protected class. Unlawful harassment includes, but is not limited to, epithets, slurs, jokes, pranks, innuendo, comments, written or graphic material, stereotyping, or other threatening, hostile, or intimidating acts based on race, color, ancestry, national origin, gender, sex, sexual orientation, marital status, religion, age, disability, veteran status, or another characteristic protected by local, state, or federal law.

While all forms of harassment are prohibited, special attention should be paid to sexual harassment. “Sexual harassment” can include all of the above actions, as well as other unwelcome conduct, and is generally defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature whereby:

* Submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of any individual’s employment or as a basis for employment decisions; and/or
* Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, a hostile, or an offensive work environment.

Other sexually oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a work environment that is hostile, offensive, intimidating, or humiliating to workers may also constitute sexual harassment. While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct that, if unwelcome, may constitute sexual harassment depending on the totality of the circumstances, including the severity of the conduct and its pervasiveness:

* Unwelcome sexual advances, whether they involve physical touching or not;
* Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one’s sex life, comments about an individual’s body, and comments about an individual’s sexual activity;
* Displaying sexually suggestive objects, pictures, letters, notes, or cartoons;
* Unwelcome leering, whistling, brushing up against the body, sexual gestures, or suggestive or insulting comments;
* Inquiries into one’s sexual experience or history; and
* Discussion of one’s sexual activities.

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual or other harassment and retaliation against individuals for cooperating with an investigation of sexual or other harassment complaints violate The Growing Garden’spolicy.

**COMPLAINT PROCEDURE**

If any employee believe they have been subject to or have witnessed unlawful discrimination, including sexual or other forms of unlawful harassment, or other inappropriate conduct, the employee is requested and encouraged to make a complaint. Employees may complain directly to their immediate supervisor, the Director, or any other member of management with whom they feel comfortable bringing such a complaint. Similarly, if any employee observes acts of discrimination toward or harassment of another employee, the employee is requested and encouraged to report this to one of the individuals listed above.

All complaints will be investigated promptly, and confidentiality will be protected to the extent possible. A timely resolution of each complaint should be reached and communicated to the parties involved.

If the investigation confirms conduct that violates the Anti-Discrimination and Harassment policies has occurred, The Growing Garden will take immediate, appropriate, corrective action, including discipline, up to and including immediate termination.

No reprisal, retaliation, or other adverse action will be taken against an employee for making a complaint or report of discrimination or harassment or for assisting in the investigation of any such complaint or report. Any suspected retaliation or intimidation should be reported immediately to one of the persons identified above.

**CONFIDENTIALITY POLICY**

The protection of business and personal confidential information is vital to the interests and success of The Growing Garden. Confidential information is any and all information disclosed to an employee because of their employment and/or position with The Growing Garden that is not generally known to people outside of The Growing Garden about its business, its employees, and customers. Confidential information includes, but is not limited to: information about business operations and affairs; enrollment and enrollment strategies, procedures and policies; finances, costs, and profit figures; teaching methodologies, pedagogy, and teaching materials; trade secrets, trademarks, and copyrights; technology and technical data; research; children, children’s parents, legal guardians and family members, and all personnel; personal identifiable information; customers and customer lists; marketing and business plans; pricing and other financial information; and any other information that could be considered proprietary to Growing Garden.

The Growing Garden discloses confidential information related to personnel and children only on a “need to know basis,” or in situations where disclosure of such information concerns the health, safety, or general well-being of any child or staff member. Where possible, The Growing Garden will disclose only pertinent confidential information, withholding names or other confidential information, to address any health, safety, or general well-being concerns.

An employee who improperly uses or discloses any business or personal confidential information will be subject to disciplinary action, up to and including termination of employment.

**REQUIRED FORMS AND CONSENTS**

All individuals seeking employment with The Growing Garden will complete all necessary application, employee enrollment, and consent forms prior to employment with The Growing Garden, including consent to a criminal background check, child abuse history clearance, and FBI fingerprint-based record check. Additionally, all individuals seeking employment must complete a child care staff health assessment, including a physical and TB test, prior to commencement of any employment with The Growing Garden. Current employees must also complete a child care staff health assessment every 24 months after the initial assessment has been completed.

All information and documentation related to an individual’s application for employment and employment with The Growing Garden shall be kept on file at the Center as required by law. All applicant and employee records will be kept in a secured location and in strict confidence unless The Growing Garden is required to disclose any information contained in the records by law.

In response to valid requests to verify employment, The Growing Garden will disclose only an employee’s dates of employment and last position held with the company unless it has the employee’s prior written authorization to disclose any additional information.

Any employee who obtains, uses, or discloses any confidential applicant or employee information for unauthorized purposes may be disciplined, up to and including termination of employment.

**ACCESS TO PERSONNEL FILE**

Employee files are maintained by The Growing Garden and are considered confidential. The Director and supervisors may only have access to personnel file information on a need-to-know basis. Employees may inspect their own personnel files and may copy them but may not remove documents from their file. Inspections by employees must be requested in writing to the Director and will be scheduled at a mutually convenient time during the Center’s regular business hours. An employee may designate another individual in writing as their agent to review the employee’s file on the employee’s behalf. Representatives of government or law enforcement agencies, in the course of their duties, may be allowed to access employee file information.

**PRIVACY**

It is The Growing Garden’s goal to respect the individual privacy of its employees and at the same time maintain a safe and secure workplace. When issues of safety and security arise, employees may be requested to cooperate with an investigation. The investigation may include the following procedures to safeguard The Growing Garden, the Center, its employees, and children: searches of personal belongings, searches of work areas, searches of private vehicles on company premises, medical examinations, and the like. Failure to cooperate with an investigation is grounds for disciplinary action, up to and including termination of employment. Providing false information during any investigation may lead to discipline, up to and including termination.

As part of its security measures and to help ensure a safe workplace, The Growing Garden has positioned video cameras to monitor various areas of and around the Center. Video cameras will not be used in private areas, such as restrooms. Videotapes will not include an audio component.

The Director reserves the right to search personal property (including bags, purses, etc.) that is brought into the building, only upon the Director’s reasonable belief that drugs, weapons, and/or any other items have been brought into the building that are potentially harmful to children or that would violate the child care regulations. Any such items must be left locked in the employee’s vehicle or at home.

**PROGRAM AND CURRICULUM**

Orientation: All staff will have a period of 90 days for initial training. During this time, staff will acquire all DHS, Keystone STARS, Eco-Healthy, and any other required trainings, certifications, clearances, etc as required per their job title and level of experience. These primary requirements are to be met within the first 30 days of hire. The only exception will be the return of a final clearance (assuming that the employee completed the application for the clearance within the first calendar week of employment which is the day of offer). All staff will be provided with the list of required documents and trainings to be completed. Time will be spent learning the requirements of the different programs and then transitioning to their own supervision of children at the end of 30 days. For the next 60 days, support from other staff will be provided on an as needed/requested basis. Full orientation is considered complete after one year of employment – by then being expected to have been trained and supported through most of a year’s activities and events.

State Licensing Rules and Regulations: Employees are expected to be knowledgeable of Pennsylvania Department of Human Services (“DHS”) rules and regulations pertaining to child care facilities. The Growing Garden will provide this information to employees. The DHS regulations can be viewed at [55 Pa. Code Chapter 3270. Child Care Centers (pacodeandbulletin.gov)](http://pacodeandbulletin.gov/Display/pacode?file=/secure/pacode/data/055/chapter3270/chap3270toc.html). Any other announcements regarding regulatory changes will be shared as provided by OCDEL.

Keystones STARS: The Keystone STARS program aims to improve, support, and recognize the continuous quality improvement efforts of early learning programs in Pennsylvania. All Employees are required to meet or exceed all requirements set out by The Growing Garden and Keystone STARS program to attain and maintain the STARS level of the Center, including the following: (1) creating a profile on the Professional Development (“PD”) Registry at [www.pakeys.org](http://www.pakeys.org); (2) aligning with all policies and procedures set by the Growing Garden at the Center; and (3) maintaining the appropriate trainings and profile information on the PD Registry as required. Employees are required to complete a Self-Assessment and Professional Development Plan at the direction of and with the assistance of the Growing Garden.

Supervision and Provision of Social-Emotional Supportive Care: Children who have behavior issues or special abilities are welcome to bring support services provided by outside agencies into the childcare setting with advanced notice to the director. The Growing Garden does not staff for individual attention to be given to children who are in need of more care. Children are expected to be able to complete a full day of programming with reasonable accommodations made to provide the least restrictive environment. If the child’s behavior or special ability requires more individualized attention, we can assist with finding services to aid the child while in care, but the ultimate acquirement of the services is the responsibility of the parents/guardians. Our zero tolerance policy applies to all children in care. Staff are expected to attempt to transition the child into the program fully and have a good sense of the child’s needs. The sole discretion and communication for the obtaining of services lies between the director and parent/guardian. All staff are to address their concerns with the director first.

Planned Programming, Teaching, and Guidance: All staff are expected to participate in the planning and implementation of all curricula and events. Any questions should be directed to the director.

Nutrition, Food Handling, and Feeding: The Growing Garden does not cook at the facility for children or staff except on holidays – Thanksgiving Dinner, Hawaiian Luau, etc. Staff are expected to sit with the children during meals and use the time to build relationships. Staff are not to accept food from the children or parents unless it is being purchased for the entire room/facility (ex. Cupcakes for birthday). Snack is served daily by The Growing Garden staff. A week’s worth of snacks are placed in the snack bins at the beginning of the week. Should staff be short snacks, they are to report the shortage in real time to the person in charge for correction. Staff who are completing 8+ hours of work and are in attendance during snack time are provided a single serving equal to the children. All distribution of snacks are to be recorded in the ChildPilot app at the time of serving. If there are still servings left after distribution, they are to be placed back in their respective bin so that they are accounted for at the beginning of the following week. All staff and children are to wash their hands with soap and water provided in the bathrooms before eating snack. Each child is provided a water bottle at the facility and is not to be drinking from anything else – the exception is during breakfast and lunch. At this time they are to finish their food and drink and dispose of anything left. Staff are to keep their drinks at the teacher’s station located in each of the respective rooms. Any type of water marks, coffee rings, or crumbs found on surfaces is call for staff reprimand as determined by the director. The staff is to maintain a neat and clean environment for all and be sure to check the area and apply any cleaning needs before transitioning to another activity.

Physical Activity and Screen Time: The Growing Garden has a no electronics policy for all children. If children are using devices, they are to be doing so for curriculum use or homework use. Staff are to be using the provided devices owned and maintained by The Growing Garden for any and all work related needs. Personal devices including, but not limited to cell phones are to be kept out of the reach of children. Personal phone calls and texts are to be kept to emergencies only and not taken in front of children.

Children’s Schedules: (incl. sleep schedules and arrangements) Each program/room has a daily schedule posted for activities. The room calendar also denotes any special programs occurring.

Sanitation and Hygiene: All children and staff are to report to the facility in clean clothes that emit little to no odor, washed/brushed/styled hair, and free of disease. Children and staff are required to wash hands after toileting, before eating, or using Kleenex or other materials to clean their nose/mouth area due to body secretions. Cleaning schedules for each room’s minimum requirements are posted respectively. Calendars are also provided in each room for the scheduling of the minimum requirements and any other duties to be performed. Most scheduling is done by the staff assigned primary responsibility of the room or program. Laundry schedule is posted on the 1st floor kitchen calendar.

Transportation: The Growing Garden does not provide transportation. No child is to be placed in a vehicle owned or operated by any employee of The Growing Garden unless they are the parent/guardian of the child. The only exception to this rule would be a borough evacuation in which case emergency transportation would be found as a facility.

Health Plan: (for children and staff) Each child and staff are required to provide a wellness report as required by DHS before the beginning of service/employment. Children in TLP or K prep programs are required to have annual screenings. Children in School aged program are to have a screening at their entrance to Kindergarten and then as the school requires – proof of an annual influenza vaccine is required. Staff are required to complete their physical every two years before the expiration date of the previous screening. TB test requirements are “one and done” unless suspicions of a new infection occur.

Care of Children or Staff Who Are Ill or Injured: Any child or staff member who not able to participate fully in the regular days activities is to remain home. Staff are responsible for finding their own coverage unless they are the individual being taken to the emergency room. Should this occur, the director or senior staff member will find coverage for the shift. In order to return, staff should provide the director with proof of an emergency room visit (doctor’s note, bill, etc). Children who are too ill with any type of communicable disease will be required to remain out of the program until a doctor’s note is provided stating that they are free of disease and may return to care. If a doctor’s note is provided, but the child still appears to have symptoms of the disease, service may be refused for the safety of all people in the facility.

Security: For the safety and security of all people on Growing Garden premises, video surveillance has been installed to oversee all entrances and exits in licensed childcare space. All doors to licensed childcare spaces are to be closed at all times – other than the admittance or exit of people into the space. All doors have unique keyed locks. Many “security” doors only have a key held by the director or senior program specialist (TLP door to lobby, K prep door to outside and TLP, 1st floor kitchen in hallway, stairwell door, gym doors). The TLP door to the lobby is to be treated as an exterior door at all times and be kept closed and locked unless people are entering or exiting the program.

Emergencies and Disasters: The Emergency Plan is located in each licensed childcare space along with a first aid kit. Staff are responsible to know where each is located in the room they are responsible for overseeing during their shift. In the Toddler Learning Program room, there is also a “To Go” kit that is a rolling luggage under the front desk. The most senior member in the toddler room is responsible for transporting it to any new location at evacuation. Child and staff files can be located in the clipboards at each teacher station for that room, in the file cabinet at the front desk, and continually on the ChildPilot app.

Child Abuse and Neglect: All staff are to complete the Mandated Reporter training approved by DHS/OCDEL. All staff are reminded that a report to ChildLine is mandatory if there is a suspected case of child abuse or neglect. Should a report need to be made, you are to use the most current methods as addressed in the training for reporting, complete a Illness/Injury/Behavior Report, and inform the director. This is of no particular order as each of us is held personally responsible to report suspected cases. All should be completed within 24 hours.

Eco Healthy Facility: The Center is a Pennsylvania Eco Healthy Child Care facility. This means that The Growing Garden uses environmentally and ethically sound practices to protect the environment around us, as well as the health and safety of the children and staff working in and around the Center. Part of this mission includes, but is not limited to, the following practices:

* No smoking (including cigarettes, chewing tobacco, electronic smoking devices, and e-cigarettes) may be used in the Center or on the property or during the Center’s hours of operation;
* All odors should be kept to a minimum. “Odors” include use of perfumes, colognes, powders, candles, dryer sheets, etc.
* No using bleach when children are going to be present at the Center within 24 hours and never outside the Center’s bathrooms or kitchens unless an emergency situation requires it;
* Use only paints for crafts that are certified by ACMI and marked with ACMI seals of approval (“AP” or “SI” seals);
* Use of only cold, filtered water from the Center’s second floor kitchen faucets for cooking and drinking purposes. This water is filtered for contaminants, including lead filtration;
* Use of “indoor only” shoes, slippers, or socks inside of the Center. Shoes worn outside are kept to the Center’s lobby or first floor kitchen; and
* Annual training for all employees on environmental health topics.

**EMPLOYMENT CLASSIFICATION**

In order to determine eligibility for benefits and overtime status and to ensure compliance with federal and state laws and regulations, The Growing Garden classifies its employees as shown below. The Growing Garden may review or change employee classifications at any time.

Exempt: Exempt employees are typically paid on a salary basis and are not eligible to receive overtime pay.

Nonexempt:Nonexempt employees are paid on an hourly basis and are eligible to receive overtime pay for overtime hours worked.

Full time:Employees who work a minimum of 30 hours weekly and maintain continuous employment status.

Regular, part time: Employees who are regularly scheduled to work less than 30 hours weekly and who maintain continuous employment status. Part-time employees are eligible for some of the benefits offered by The Growing Garden and are subject to the terms, conditions, and limitations of each benefits program.

**WORK WEEK AND HOURS OF WORK**

The Growing Garden’s standard work week is Monday through Friday from 6:30AM to 6PM daily. Individual work schedules and hours may vary depending on the needs of the Center and The Growing Garden. Additionally, employees are required to rotate through shifts, classrooms, and age levels on a regular and continuous basis to help promote continuity of care.

Employees are entitled to 30-minute unpaid meal break for each 8-hour shift they work. Employees who work less than a full 8-hour shift are not guaranteed a meal break. Additionally, The Growing Garden will provide all employees with paid 15-minute rest breaks, so long as there is adequate staff coverage at the Center. Meal breaks and rest periods will be scheduled by the employee’s supervisor or the Director.

**SCHEDULE AND ATTENDANCE**

The Director is responsible for the preparation and supervision of the work schedule for all of the employees. The Director will distribute monthly work schedules at the beginning of the month.

Employees are expected to arrive on time and ready to work their assigned shifts as marked on any posted schedule. If an employee is unable to work an assigned shift, it is the employee’s responsibility to find coverage for any scheduled time that the employee is unable to work. If an employee is unable to work a scheduled shift due to emergency, the employee must contact the Director as soon as possible so that the Director can secure coverage for the employee’s shift.

If an employee fails to report for an assigned shift without finding suitable coverage for the employee’s scheduled hours, and fails to contact the Director regarding the reason for the missed work shift, the employee may be subject to disciplinary action, up to and including termination of employment. Additionally, excessive tardiness or leaving work early without prior approval from a supervisor or the Director may result in discipline up, to and including termination.

**TIME RECORDS**

All nonexempt employees are required to complete accurate daily time reports showing all time actually worked, including time spent performing work duties, trainings, and meetings. These records are required by governmental regulations and are used to calculate regular and overtime pay. For each day worked, the employee must enter their time accurately into the ChildPilot app.

**OVERTIME**

When required due to the needs of the Center, employees may be asked to work overtime. Overtime is actual hours worked in excess of 40 in a single workweek. Nonexempt employees will be paid overtime compensation at the rate of one and one-half their regular rate of pay for all hours over 40 actually worked in a single workweek. Paid leave, such as holidays and paid time off, does not apply toward work time. All overtime work must be approved in advance by the Director. Overtime wages are subject to applicable federal and state taxes.

**DRESS CODE**

Employees are the face of The Growing Garden and should project a professional image to our community, families, and visitors. Employees are expected to report to work dressed in a manner consistent with good hygiene, safety, and good taste. Employee clothing should be suitable for their work duties. Employee appearance should be neat, clean, and well groomed. Please use common sense.

Certain employees may be required to meet special dress and grooming standards, such as wearing safety equipment or clothing, depending on the nature their job duties. Any questions or complaints regarding the appropriateness of attire should be directed to the Director. Decisions regarding attire will be made by the Director and not by individual supervisors.

Employees must follow the following dress and grooming standards during work hours:

* Employees may not wear sexually suggestive or revealing attire;
* Hair should be clean, combed, and neatly trimmed or arranged. Hair that obscures vision must be pulled back and secured away from the face;
* Facial hair and sideburns should be neatly trimmed;
* Tattoos and body piercings that are obscene or contain profanity must not be visible and covered by clothing or some covering; and
* Cosmetics, make-up, colognes and perfumes must be worn conservatively and should not be offensive, irritating, or create an allergic reaction to others.

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| Employee | Qualifications | Pay Tiers | FLSA Classification |
| Instructional I  | High School Diploma;Child Development Associate (“CDA”) credential, SAPC (School Aged Professional Certificate), or Certified Childcare Professional (“CCP”) | $7.25 - $11 | Non-Exempt |
| Instructional II | Associates Degree | $11 - $12 | Non-Exempt |
| Bachelors Degree | $12 - $14 | Non-Exempt |
| Lead Program Specialist | Associates Degree/Bachelor’s Degree | $14 - $16 | Non-Exempt |
| Director | Bachelors Degree or higher | $17 - $25 | Exempt |

**PERSONAL ITEMS**

All employee personal items brought to the Center should be locked and secured in the designated staff areas during work hours or otherwise secured in the employee’s vehicle. The Growing Garden will designate the secured area for employee personal item storage based on classroom assignments.

Personal items include items such as: cell phones, coats, hats, purses, backpacks, medicine, wallets, and keys.

**PAYCHECKS**

The Growing Garden’s pay period for all employees is bimonthly with paper paychecks issuing during your shift on the 15th and 30th of each month (or the 28th day, for February). If payday falls on a “closed” holiday or a weekend, employees will receive their paycheck on the following workday. If you are scheduled “off” for any payday, please contact the Director to make arrangements to receive your paycheck.

**PAYMENT TIERS**

Hourly wages are based on an employee’s educational qualifications and the DHS regulatory definitions, as set out in the table below. Increases in hourly wages are based on job performance and education advancement. All employees will spend one year of constructive building before being considered for advancement.

**PAYMENT INCENTIVES**

Employees holding the position of Director, Lead Program Specialist, or Instructional II may be eligible for discretionary annual bonus based on the employee’s job performance during a full calendar year. An employee’s eligibility to receive a bonus and any determination to award any such bonus shall be in Growing Garden’s sole discretion. Discretionary bonuses are subject to applicable federal and state taxes.

If an employee is awarded a discretionary bonus, the bonus amount will be determined based on a percentile average of the employee’s supervision sessions (“Supervisions”) and the employee’s annual performance review, as discussed below in the Job Performance policy. Each Supervision score and the score of the employee’s annual performance review will be averaged for a final percentile ranking. Discretionary bonus amounts are calculated as follows:

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| --- | --- | --- |
| Employee’s Overall Percentile Ranking (Supervisions + Annual Performance Review) | 100% - 95% | 94.9%-90% |
| Bonus Percentage applied to Employee’s Gross Annual Income | 2.5% | 1% |

**REDUCED ENROLLMENT PRICING FOR EMPLOYEES**

Employees may enroll their children at The Growing Garden with a 10% reduction in regular enrollment pricing. Any employee’s child enrolled at The Growing Garden must meet all admission and enrollment requirements of regularly enrolled children as required by state law and The Growing Garden. Employees may be eligible for Child Care Works (“CCW”) subsidy. Employees using a CCW subsidy must not be the teacher or caregiver for their child while at the Center for any reason. It is the employee’s responsibility to comply with all CCW requirements.

**SEPARATION OF EMPLOYMENT**

In all cases of voluntary resignation (one initiated by the employee), employees are asked to provide a written notice to the Director at least 20 working days for full time employees or 10 working days for part time employees in advance of the last day of work. The 20 days or 10 days of notice must be actual working days. Holidays and paid time off will not be counted toward the notice period. Employees who provide the requested amount of notice will be considered to have resigned in good standing and generally will be eligible for rehire.

Should it become necessary because of business conditions to reduce the number of employees or work hours, this will be done at the discretion of The Growing Garden. Under such circumstances, The Growing Garden will make every effort to provide the employee with adequate notice prior to any such action.

Regardless for the reason of separation of employment, whether initiated by an employee or The Growing Garden, The Growing Garden will issue the employee’s final paycheck on the next scheduled payday following the date of separation. Upon request, The Growing Garden will mail the employee their final paycheck to the address designated by the employee in their personnel file at the time of separation.

**JOB PERFORMANCE**

Employee performance reviews are conducted annually for each employee. These reviews include a written performance appraisal and discussion between the employee and the Director about the employee’s job performance at the Center, the employee’s progress on their Professional Development Plan (discussed below), and expectations for the coming year. Additionally, Supervisions of the employee’s on-the-job performance will occur at least on a quarter-year basis up to a monthly basis. Each employee is REQUIRED to make time for performance reviews and supervisory sessions.

**ADHERANCE TO CURRICULUM**

Employees must use the provided curricula to instruct children on the provided and listed topics. Employees will not add, subtract, or modify any curriculum or lesson plan without prior approval from The Growing Garden’s Owner, Director, or Lead Program Specialist.

School-Age curriculum covers lessons in art, reading, gym, music, and science throughout the week during the school year. These topics remain the same during the Summer Session but are each explored on a daily basis.

The Toddler Learning Program (TLP) curriculum is the Frogstreet program. This program is a required curriculum in The Growing Garden’s TLP program. Few, if any, deviations will be approved for this curriculum. The program curriculum includes a combination of paperwork and computer work that must be completed.

The Kindergarten Prep curriculum is McGraw Hill World of Wonders program. This program is a required curriculum in The Growing Garden’s Preschool program. Few, if any, deviations will be approved for this curriculum. The program curriculum includes a combination of paperwork and computer work that must be completed.

**PROFESSIONAL DEVELOPMENT**

Professional Development Plan: Each employee must complete a written Professional Development Plan (“PDP”) at the direction of and with assistance from The Growing Garden. It is the employee’s responsibility to keep their PDP up to date. Expenses related to required trainings under the employee’s PDP and other career development opportunities may be reimbursed in full by The Growing Garden. Any employee seeking reimbursement for any such expense must submit the request in writing and seek advance approval from the Director prior to incurring any training-related expenses. If an employee fails to seek prior approval and advance authorization for any such expense, the employee will not be entitled to any reimbursement from The Growing Garden. The maximum training expense reimbursement per year is $80 per employee. All trainings that are designated as “Company Trainings” will be paid in full by The Growing Garden and will not count against the $80 maximum.

Mandatory Meetings and Training: Employees must attend all mandatory staff meetings and complete all mandatory DHS and Keystone STARS trainings. Employees will be paid the state minimum wage per hour for time spent in attendance of mandatory meetings and trainings.

Non-Instructional Staff Professional Development: Non-instructional staff will receive information and professional development on topics of relevance which may include developmentally appropriate practices, diversity, age-appropriate standards, and appropriate child-adult interactions. Non-instructional staff are employees or volunteers who have interaction with children on a regular basis at the Center. However, these individuals are not directly responsible for the teaching and supervision of children.

**DISCIPLINARY PROCEDURES**

The Growing Garden expects employees to comply with the rules, policies, and procedures contained in this Handbook, as well as any other rules, policies, and procedures issued by The Growing Garden from time to time. Under normal circumstances, The Growing Garden endorses a 3-strike discipline policy in which it attempts to provide employees with notice of deficiencies and an opportunity to improve.  However, The Growing Garden retains the right to administer discipline in any manner it sees fit in a specific situation. This policy does not modify the status of employees as employees at will or in any way restrict the company’s right to bypass the disciplinary procedures suggested.

All disciplinary warnings will be in writing and will be placed and remain in the employee’s personnel file. When an employee is subject to a 3rd disciplinary action within a single year, the employee’s employment with The Growing Garden will be terminated. All written warnings should describe the reason and circumstances under which the disciplinary warning is being issued and should be signed by the employee and their supervisor or the Director. If the employee refuses to sign the disciplinary warning, the supervisor or the Director should indicate the refusal on the written disciplinary warning.

**WORKPLACE SAFETY**

Drug-Free Workplace: The Growing Garden is committed to a drug- and alcohol-free workplace that is safe and productive for employees, enrolled children and their families, and others having business with The Growing Garden.

The unlawful use, possession, purchase, sale, or distribution of or being under the influence of any illegal drug or controlled substance (including medical marijuana) while at the Center or while performing job duties for The Growing Garden is strictly prohibited. The Growing Garden also prohibits reporting to work or performing job duties under the influence of alcohol or consuming alcohol while on duty or during work hours. In addition, The Growing Garden prohibits off-premises abuse of alcohol and controlled substances (including medical marijuana), as well as the possession, use, or sale of illegal drugs, when these activities adversely impact the employee’s job performance, job safety, or The Growing Garden’s reputation in the community.

Employees should report to the Director the use of physician prescribed or over the counter medications that could impact the employee’s job performance or the safety of employees, children, or staff.

Any employee violating this policy is subject to disciplinary action, up to and including termination of employment.

Smoke-Free Workplace: Smoking is not allowed in the Center, on the premises, or any work areas at any time. “Smoking” includes the use of any tobacco products (including chewing tobacco), electronic smoking devices, and e-cigarettes. Smoking is not permitted at any time during an employee’s working hours.

Workplace Violence: All employees bear the responsibility of keeping our work environment free from violence or potential violence. Any employee who witnesses or is the recipient of violent behavior should promptly inform their supervisor or the Director. All threats will be promptly investigated. No employee will be subject to retaliation, intimidation, or discipline as a result of reporting a threat in good faith under this guideline.

Any individual engaging in violence against The Growing Garden, its employees, enrolled children and their families, or The Growing Garden’s property will be prosecuted to the full extent of the law. All acts will be investigated, and the appropriate action will be taken. Any such act or threatening behavior may result in disciplinary action, up to and including termination.

Workplace Injury: Any workplace injury, accident, or illness must be reported to the employee's supervisor as soon as possible, regardless of the severity of the injury or accident.

**HOLIDAYS**

The Growing Garden observes the following holidays, during which the Center will be closed and employees will be given unpaid time off:

* New Year’s Day
* Good Friday
* Easter Monday
* Memorial Day
* 4th of July (*if it falls on a weekday*)
* Labor Day
* Thanksgiving Day
* Black Friday *(day after Thanksgiving)*
* Christmas / Winter Break, as designated by the annual school calendar of the Highlands School District *(including Christmas Eve through New Years’ Day, plus any other days calendared for the school district’s break)*

Holidays are unpaid.

**MILITARY LEAVE**

The Growing Garden supports the military obligations of all employees and grants unpaid leaves for uniformed service in accordance with applicable federal and state laws. Any employee who needs time off for uniformed service should immediately notify the Director and the employee’s supervisor, who will provide details regarding the leave. If an employee is unable to provide notice before leaving for uniformed service, a family member should notify the Director as soon as possible.

Upon return from military leave, employees will retain certain rights with respect to reinstatement, seniority, layoffs, compensation, length of service promotions, and length of service pay increases, as required by applicable federal or state law. Failure to report for work within the prescribed time after completion of military service will be considered a voluntary resignation.

**JURY DUTY LEAVE**

The Growing Garden supports employees in their civic duty to serve on a jury. Employees must present any summons to jury duty to the Director as soon as possible after receiving the notice to allow advance planning for an employee’s absence. Any leave taken for jury duty will be unpaid leave

Time for appearance in court for personal business will be the individual employee’s responsibility.

**REQUEST FOR TIME OFF PROCEDURES**

Generally, all employees must submit a written request for any time off, regardless of the reason for which the time off is sought. Written requests for time off should be completed on the Request for Time Off Form that is located in the Center’s office. The Request for Time Off Form is required for all requested time off regardless of the length of time requested, including a partial shift up to extended leaves of absence. The Request for Time Off Form should not be submitted more than 3 weeks prior to the beginning of the requested leave, but no less than 1 week prior to the requested leave, unless the leave is for unexpected family and medical leave, military leave, and jury duty leave.

Employees are responsible for finding coverage for any regularly scheduled shifts during the employee’s leave, except in cases of emergency or as otherwise agreed to by the Director.

An employee who fails to adhere to these procedures will be subject to disciplinary action. If an employee fails to appropriately request time off or is not granted time off and does not arrive for their scheduled work shift, the employee will be subject to disciplinary action, up to and including termination of employment.

**EMPLOYEE BENEFITS**

Currently, the Growing Garden does not offer medical or health care insurance benefits or retirement plans.

**CHILD CARE CLEARANCES**

To maintain job eligibility, the employee is responsible to obtain, and maintain, all required active clearances (such as Child Abuse clearances, FBI clearances, Pennsylvania State Police clearances, fingerprinting, etc.) to work with children in the Commonwealth of Pennsylvania.

Employees are required to pay for the initial costs of obtaining their childcare clearances; however, as a benefit to employees, the Growing Garden offers a one-time cash reimbursement for the Employee’s documented costs of obtaining the clearances, after one consecutive year of employment. Employees must retain documentation for all expenses incurred in obtaining the mandatory clearances, and submit to Employer, either at the time of hire (to be placed into Employee’s personnel file for the following year),

**EMPLOYEE CODE OF CONDUCT: CENTER ACTIVITIES**

1. Employees shall conduct themselves in a professional and welcoming manner at all times at the Center and during working hours.
2. Employees shall NEVER leave a child unsupervised.
3. Employees shall supervise child restroom activities by standing outside the doorway while children are using the restroom.
4. Employees shall not abuse or neglect any child in any way. Any type of abuse or neglect will not be tolerated and will result in immediate termination of employment and reporting of the individual’s action(s) to the proper authorities.
5. Employees shall have age-appropriate expectations for children at the Center, and employees will be responsible for following guidelines and fostering environments that minimize the need for discipline of the children at the Center.
6. Employees shall conduct a health check of each child, each day, as they enter the Center, noting any fever, bumps, bruises, burns, or any other noticeable mark, ailment, or behavior. Any questionable marks or behavior must be documented.
7. Employees shall respond to children with respect and consideration and treat all children equally regardless of sex, race, national origin, religion, culture, age, or disability.
8. Employees shall not touch children on areas of their bodies that would be covered by their bathing suit.
9. Employees shall appear, clean, neat, and properly attired.
10. Employees shall not be under the influence or have the unlawful possession of alcohol, illegal drugs, or controlled substances during working hours.
11. Employees shall not use any tobacco products (including chewing tobacco), electronic smoking devices, or e-cigarettes at any time during work hours or in or near the Center.
12. Employees shall not use profanity, make inappropriate jokes, or share intimate details of one’s personal life during working hours or in the Center. Nor shall any employee harass in any way other employees, applicants, volunteers, children, or families.
13. Employees shall not report to work in a physical or mental health condition that could adversely impact children’s physical, mental, or emotional health and safety.
14. Employees shall not release children from the Center to anyone other than an authorized parent, guardian, or other adult authorized by the parent or guardian.

ANY VIOLATION OF THIS CODE OF CONDUCT MAY RESULT IN IMMEDIATE TERMINATION OF EMPLOYMENT.

**EMPLOYEE CODE OF CONDUCT: PERSONAL ACTIVITIES**

1. Employees shall not use or display any photograph, video, audio, image, trademark, logo, or trade secret of The Growing Garden, the Center, its programs, or children and their families without the explicit written permission of The Growing Garden. This includes any personal or professional use or display by electronic or physical means or on any social media platform.
2. Employees shall respect The Growing Garden and its employees, volunteers, children, and families and shall avoid making defamatory statements about any of these individuals, whether in writing or spoken.
3. If making any written statements related to child care or The Growing Garden, employees shall make it clear to any reader that the views expressed are the employee’s alone and that the employee does not speak on behalf of or as a representative of The Growing Garden.
4. Employees shall not disclose any information that is considered confidential information (as defined and discussed in this Employee Handbook) to any individual or third party unless explicitly authorized to do so by The Growing Garden.

This code of conduct applies to all dealings with the community, inside and outside of The Growing Garden workplace, both on and off duty. Written statements include, but are not limited to, handwritten or typed notes, text messages, social media posts, blogs, and any online content that are accessible to The Growing Garden community and the community at large.

This code of conduct is not intended to interfere with any employee’s private life or personal or professional views or opinions. This code of conduct does not prohibit employees from discussing their job, pay, benefits, work policies, work decisions, or any other conditions of employment at The Growing Garden.

ANY VIOLATION OF THIS CODE OF CONDUCT MAY RESULT IN DISCIPLINARY ACTION, UP TO AND INCLUDING TERMINATION OF EMPLOYMENT.

**EMPLOYEE HANDBOOK ACKNOWLEDGEMENT AND RECEIPT**

I hereby acknowledge receipt of the Employee Handbook of The Growing Garden Child Center, LLC (“The Growing Garden”). I understand and agree that it is my responsibility to read and comply with the rules, policies, and procedures in the handbook.

I understand that the handbook and all other written and oral materials provided to me are intended for informational purposes only. The handbook, company practices, and other communications do not create an employment contract or term. I understand that the policies and benefits, both in the handbook and those communicated to me in any other fashion, are subject to interpretation, review, removal, and change by The Growing Garden at any time without notice. I understand that if I am ever not in agreement with any policy(ies) in this handbook, that I may leave my employment at any time.

I further understand that I am an at-will employee and that neither this document nor any other communication shall bind The Growing Garden to employ me now or hereafter and that my employment may be terminated by me or The Growing Garden without reason at any time. I understand that no representative of The Growing Garden has any authority to enter into any agreement for employment for any pre-determined period of time or to assure any other personnel action or to assure any benefits or terms or conditions of employment or make any agreement contrary to the foregoing.

I also understand and agree that only The Growing Garden’s Owner or Director may make a commitment for employment. I also understand that if such an agreement is made, it must be in writing and signed by the Owner or Director of The Growing Garden.

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Employee’s Name in Print

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Signature of Employee

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Date Signed by Employee

**TO BE PLACED IN EMPLOYEE’S PERSONNEL FILE**

**EMPLOYEE ACKNOWLEDGEMENT AND RECEIPT OF HARASSMENT POLICY**

I have received, read, and understand The Growing Garden’s Harassment Policy. My signature below confirms my knowledge, acceptance, and agreement to comply with the policy.

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Employee’s Name in Print

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Signature of Employee

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Date Signed by Employee

**TO BE PLACED IN EMPLOYEE’S PERSONNEL FILE**

**PHOTOGRAPHY / VIDEO RELEASE**

During the year, staff will be taking photos and videos of everyone enjoying the numerous activities at The Growing Garden.

Photos, audio, and video recordings may be used for the following purposes:

* Internal Use, for example, photos posted throughout the center or training videos
* External Use, for example, printed advertising flyers for the Center, television commercials, and e-mail/newsletter communications with families and prospective families
* Online Use, for example, social media pages, online advertising, and the Center’s website
* Other uses not specified above, but generally relating to disseminating information about the Center and its staff to our families and for external informational, advertising, and marketing purposes.

By signing below, I GIVE PERMISSION to be photographed/videotaped during my work shifts and Center-sponsored special events for the purposes outlined above. As part of this permission, I grant permission to the rights of my image, likeness, and sound of my voice recorded on audio or video tape without additional payment or consideration. I understand that my image may be edited, copied, exhibited, published, or distributed and waive the right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising of or related to the use of my image or recording.

I understand that The Growing Garden will consult with me about the use of my image, likeness, or sound of my voice for purposes other than described above.

By signing this form, I acknowledge that I have completely and fully read and understand the above release and agreed to be bound thereby. I hereby release any and all claims against any person or organization using photographed or recorded materials for the purposes described above.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee’s Name in Print

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Signature of Employee

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Date Signed by Employee

**TO BE PLACED IN EMPLOYEE’S PERSONNEL FILE**