Bright Start, LLC

Employee Handbook

November 15, 2012

NOT A CONTRACT
DISCLAIMER

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

I ACKNOWLEDGE RECEIPT OF BRIGHT START, LLC’S EMPLOYEE HANDBOOK DATED NOVEMBER 15, 2012 AND UNDERSTAND THAT IT IS NOT A CONTRACT OF EMPLOYMENT. I FURTHER RECOGNIZE THAT ALL PREVIOUSLY ISSUED HANDBOOKS AND STATEMENTS OF POLICY ARE REVOKED AND NOW HAVE NO FORCE OR EFFECT.

__________________________________________
Signature

__________________________________________
Printed Name

_______________________________
Date

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

__________________________________________
Printed Name

__________________________________________
Date

(This copy to be signed by the employee and to remain in the handbook.)

Bright Start – November 15, 2012
**INTRODUCTION - A MESSAGE FROM MANAGEMENT**

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

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

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

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

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

Sincerely,

Beth & Teri
 Owners
PERSONAL CONDUCT AND ETHICS

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

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

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

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

EQUAL EMPLOYMENT OPPORTUNITY

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

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

HARASSMENT

Bright Start believes that every employee has the right to a work environment free of unwelcome verbal or physical conduct which harasses, disrupts, or interferes with the individual’s work performance or which creates an intimidating, offensive, or hostile environment. In addition, various laws and regulations generally prohibit employment decisions from being made on the basis of race, color, religion, sexual orientation, marital status, gender, family status, age, creed, physical or mental disability, or any other protected factor. Bright Start will not tolerate its employees engaging in this type of behavior.
**Employee Harassment** is any unwelcome conduct that illegally discriminates against you or another employee, unreasonably interferes with an individual’s work performance or creates an intimidating, hostile, or offensive work environment. This would include harassment based upon an individual’s race, color, religion, sexual orientation, marital status, gender, family status, age, creed, physical or mental disability, or other protected classifications. Examples of such conduct include, but are not limited to, any language or behavior that belittles or puts down members of the opposite sex, racial slurs, chastisement for religious beliefs, or any other derogatory actions or comments. Obviously, not all conduct prohibited by this policy constitutes a violation of the law.

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

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

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

If you become aware of a situation involving unwelcome and inappropriate behavior directed toward you, whether it is by a fellow employee, a member of management, a member of a family, or a member of the general public, you should report it immediately to your supervisor. If for any reason you feel that you can not speak to your supervisor about the situation, or if you feel your supervisor has not properly handled your complaint, you should report the problem to Beth Bunge (cell# 803-463-8484) or Teri Todd (cell# 803-463-5063).

In order to avoid misunderstandings, a harassment complaint form should be completed (see attached).

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

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

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

We feel that you should have the right to voice complaints regarding your treatment or conditions of work over which Bright Start might be expected to have some control. Should an unsatisfactory condition exist, you are encouraged to bring it to the attention of your immediate supervisor, who will see that your complaint receives prompt attention. Your supervisor will attempt to notify you within a reasonable length of time of the action to be taken, or if no action is warranted or possible, of the reason for such a decision. If for any reason you feel that you can not speak to your supervisor about the situation, or if you feel your supervisor has not properly handled your complaint, you should report the problem to Beth Bunge (cell# 463-8484) or Teri Todd (cell# 463-5063).

**DRUG-FREE WORKPLACE REQUIREMENT**

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

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

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

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

**WORKPLACE VIOLENCE**

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

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

This list of behaviors, while not inclusive, provides examples of conduct that are prohibited.
Causing physical injury to another person
Making threatening remarks
Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress
Intentionally damaging employer property or property of another employee
Possession of a weapon while on Bright Start property or while on Bright Start business
Committing acts motivated by, or related to, sexual harassment or domestic violence

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

Management may take measures to conduct background investigations to review candidates’ backgrounds and reduce the risk of hiring individuals with a history of violent behavior.

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

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

Management may identify and maintain a list of employees who have been determined to be at risk for becoming victims of violence because of the nature of their job or because they are subject to harassment, violence, or threats from a non-employee. A plan may be developed with at-risk employees to prepare for any possible emergency situations.

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

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

**BACKGROUND CHECKS**

**BRIGHT START – NOVEMBER 15, 2012**
Bright Start reserves the right to perform a criminal background investigation on any employee at any time per the policy and guidelines implemented by DDSN. Any employee who operates a personal vehicle on Bright Start business will be subject to a Motor Vehicle Record review. In addition, any employee who is involved in a cash handling or other financial position is subject to a review of their credit history.

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

**Asset Protection**

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

**Searches**

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

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

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

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

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

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

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

While the management does not intend to regularly review employees’ e-mail and information systems records, employees have no right or expectation of privacy in the use of e-mail or information systems. The Company owns the hardware and software making up the information systems and permits employees to use them in the performance of their duties for Bright Start. E-mail messages and other electronic records are to be treated like shared paper files, with the expectation that anything in them is available for review by authorized company representatives.

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

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

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

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

**CONFIDENTIALITY**

**BRIGHT START – NOVEMBER 15, 2012**
It is the responsibility of all Bright Start employees to safeguard information related to our organization and our families. Employees should not discuss any operational procedures of Bright Start with an outside party, or a family/caregiver, unless approval has been granted by your supervisor. Likewise, employees should not discuss information concerning families with any outside party, or another family, unless approval has been granted by your supervisor. In addition, information concerning families should only be discussed with other employees when it relates to services provided by Bright Start. Gossip of any type is not permitted. **Continued employment with the company is dependent upon compliance with this policy.** A confidentiality statement must be signed by employee and supervisor and retained in his/her personnel file.

**CONFLICT OF INTEREST**

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

**MOONLIGHTING**

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

**UNION FREE STATEMENT**

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

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

**INTRODUCTORY PERIOD**

*Bright Start – November 15, 2012*
You are hired into a job after careful consideration of your qualifications, background, job experience, and references. However, to make sure that your skills and the job’s requirements are a good match, employees are hired on a 180 day introductory basis. During this period, you should learn about Bright Start, your job and your new surroundings. At the same time, the trainer and your supervisor will assist you in learning your job.

During this introductory period, job performance, attendance, and attitude should be carefully reviewed by your supervisor. When the designated period is over, your performance may be evaluated, and a decision made concerning your continued employment.

If, as a result of an illness or injury, you are absent from work during your introductory period, the company may choose to extend your introductory period as necessary to give you a fair opportunity to demonstrate your ability to do the job. If your introductory period is extended, you will be notified.

Employees are not guaranteed employment for the full 180-day introductory period, and are in no way obligated to remain employed with Bright Start during this time. Likewise, successful completion of the introductory period is not a guarantee of continued employment.

**Employment Status**

**Full-Time Employees** - All persons working thirty eight (38) hours per week on a year-round basis are considered full-time employees and will be eligible for benefits such as vacation, sick, holiday pay, and insurance.

**Part-Time Employees** – All persons working less than thirty eight (38) hours a week are considered part-time and will not be eligible for PTO or fringe benefits (such as medical insurance and dental insurance) other than those mandated by federal or state law.

**Temporary Employees** - All persons working on an irregular basis, on a specific project, or for a specific period of time, such as summer help, are considered temporary employees.

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

**PAID TIME OFF (PTO)**

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

**Years of Service PTO Schedule**
Less than 5 years = 15 days of PTO each year
5 to 9 years = 20 days of PTO each year
10 plus years = 25 days of PTO each year

Eligible employees will receive their allotted PTO time on January 1st of each year, starting January 1, 2013. Any PTO accrued but not used by December 31st can be carried over up to your maximum allowed PTO according to the following schedule:

**Carry Over Schedule**
**Less than 5 years** – Can carry over up to two (2) weeks of unused PTO. You will receive your maximum amount of PTO days based on years of service (ex. You have 5 days of unused PTO, you can carry that over into the next year and will receive your 15 days of PTO, giving you a total for the current year of 20 days).

**5 to 9 years** – Can carry over up to three (3) weeks of unused PTO. You will receive your maximum amount of PTO days based on years of service (ex. You have 10 days of unused PTO, you can carry that over into the next year and will receive your 20 days of PTO, giving you a total for the current year of 30 days).

**10 Plus Years** – Can carry over up to four (4) weeks of unused PTO. You will receive your maximum amount of PTO days based on years of service (ex. You have 4 weeks of unused PTO, you can carry that over into the next year and will receive your 25 days of PTO, giving you a total for the current year of 45 days).

With prior approval from management, employees will be able to borrow up to five (5) days of unearned PTO in advance. This negative balance will be charged off as new PTO is accrued. Any negative PTO balance will be treated as an advance on wages and will be deducted from the employee’s final paycheck, to the extent permitted by Federal Wages and Hour Regulations.

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

PTO can only be taken in one hour increments, and must be requested in advance. It cannot be applied to an absence after-the-fact that was not called in to the employee's supervisor. This will be viewed as an unexcused absence. For purposes of this policy, a normal workday is considered 8 hours of work.

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

**Bright Start – November 15, 2012**
Upon termination of employment, the payment of any accrued but unused PTO will be forfeited.

**CHANGE OF STATUS**

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

**PERSONNEL RECORDS**

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

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

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

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

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

**HOLIDAYS**

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

Hourly employees will be paid at their regular hourly rate for their normal scheduled hours, not to exceed eight (8) per day.

Salaried employees will receive their normal base salary.

Salaried employees who work on a holiday receive compensating time off at a later date approved by management.

**JURY DUTY**

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

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

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

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

**Voting Time**

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

**Military Leave**

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

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

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

**Bereavement Leave**

Regular full-time employees will be paid for loss of their normally scheduled hours for up to three (3) days if there is a death in their immediate family (spouse, parents, grandparents, children, siblings, mother-in-law, and father-in-law). Payment for an absence of this type would
normally be the day before, the day of, and the day following the funeral. Additional time off
without pay may be granted with approval of management. Leave to attend services for other
family members or friends can be taken as vacation time. Should such bereavement occur during
your scheduled vacation, or on a day on which you would not have worked, no compensation or
additional time off will be granted.

**Leave of Absence**

An employee who has completed the Introductory Period may be eligible for a leave of absence
for a time period equal to their length of employment with the company, up to a maximum of
twenty-six (26) weeks, when unable to work because of personal illness, pregnancy, or injury, on
or off the job. Employees may also apply for leave of absence for personal reasons. Personal
leaves are granted at the discretion of management.

Employees are requested to apply for leave as far in advance of need as is possible, but an
employee may be placed on leave status without application when the circumstances warrant
such action.

Illness or injury leaves will begin on the first day of absence.

If an employee desires to return to work from the unpaid leave of absence and Bright Start finds
they are fit to resume their duties, they may be recalled to their former job if a vacancy exists
which is to be filled. If no such vacancy exists, they may be recalled to any job in which there is
a vacancy which is to be filled and for which they are qualified. If no such vacancy exists at the
time the employee desires to return to work, the employee’s leave of absence may be continued.
Any employee who has not been reinstated within twenty-six (26) weeks following the
commencement of a leave of absence may be terminated. This action should not affect the
employee’s eligibility to be considered for hire as a new employee at some future time.

The company will pay its portion of the health insurance premium for any employee for whom
the company has been paying such premium for the balance of the month in which the leave
begins. At that time, the employee becomes responsible for the full cost of the health insurance,
subject to the terms and conditions of our insurance plan document.

An employee who is on a leave of absence from work for any reason (medical or non-medical)
will usually be removed from the payroll after a maximum of twenty-six (26) weeks. This action
should not affect the employee’s eligibility to be considered for hire as a new employee at some
future time. Hiring decisions will be based on the company’s needs at the time of re-application.

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

**Maternity Leave**

An employee who has completed the Introductory Period may be eligible for 12 weeks of unpaid
maternity leave. Maternity leave will begin on the first day of absence and the 12 weeks will be
calculated from that date.

*) Bright Start – November 15, 2012*
Employees are requested to apply for leave as far in advance of need as is possible, but an employee may be placed on leave status without application when the circumstances warrant such action.

Bright Start will continue to pay its portion of the health insurance premium while the employee is out on maternity leave for a minimum of twelve weeks. If you choose to extend your leave, you will be solely responsible for paying 100% of your health insurance premium.

**INSURANCE BENEFITS**

A group health insurance plan is available to all full-time employees (38 hours or more per week) beginning on the first day of the month following 30 days after date of hire. Payment of all premiums will be collected through payroll deductions. Bright Start pays a portion of the premium for employees only. If you wish to add dependents you will be responsible for 100% of their premium. Contact the office to find out the current premium amount for single and family coverage, as well as the current Company contribution. Dental insurance is available to all full-time employees beginning on the first day of the month after 1 full month from date of hire has passed. The employee is responsible for the premium for dental coverage as well as any premiums for additional family members and will be collected through payroll deductions.

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

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

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

**WORKERS’ COMPENSATION**

All employees are covered by Workers’ Compensation Insurance which is purchased and paid for by the company. If you are injured while on the job, this insurance will usually pay medical and hospital benefits related to the accident or injury. If you are disabled, it may also pay a weekly benefit, the amount of which is established by state law.
All workplace accidents or injuries, no matter how minor, should be reported to your supervisor or another manager immediately. Failure to do so may result in a delay or denial of Worker’s Compensation benefits.

**Simple IRA Plan**

Bright Start provides a Simple IRA plan for all employees earning $5,000 per year or more. Contact your HR Administrator for additional information concerning this plan.

**Hours of Work, Workweek, and Payday**

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

Direct deposit is available to all employees.

There may be times when families request visits outside of the normal working hours and it is part of the employee’s job expectation to meet this need.

**Wage Deductions**

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

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

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

**Absenteeism and Tardiness**

Good attendance on the job is an important part of the employee’s employment record with the company. Failure to be on the job on time each day causes undue hardship for all other employees and upsets the smooth operations of the company. An employee who is going to be absent for any reason is required to notify his or her supervisor before the start of the workday (8:30am). If illness is given as a cause for the absence, Bright Start has the right to require a
written statement from the employee’s doctor. Each occurrence of absenteeism or tardiness will be evaluated on a case-by-case basis and may be considered cause for discipline up to and including termination, depending on the circumstances.

Occasional tardiness may not be avoidable, but continued tardiness cannot be allowed. Unusual conditions such as transportation problems, family difficulties, or bad weather may be a reasonable cause for tardiness, as long as it is not excessive. An employee who is going to be tardy for any reason is required to notify his or her supervisor before the start of the workday.

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

**INLEMENT WEATHER**

In the event of severe weather in the Upstate office, all employees need to refer to Donna and Sarah. In Columbia, all employees need to refer to WIS for openings and closings. However, if Bright Start is open, and the employee does not check in, this may be treated as a disciplinary offense, unless there are extenuating circumstances.

**PERFORMANCE APPRAISALS**

Bright Start will attempt to give each employee a performance review at the conclusion of the Introductory Period, and then annually thereafter. The reviews will normally be given around the employee’s anniversary date; however, this may vary, based upon length of service, job position, past performance, changes in duties, or on-going performance issues.

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

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

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

**PROMOTIONS AND TRANSFERS**

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

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

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

**Training and Educational Assistance**

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

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

Educational assistance is provided at the discretion of Bright Start. Advance approval is required before any course is taken. See your supervisor or the office for additional details.

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

**Family Relations**

It is the policy of Bright Start to provide their families with the best possible service. Employees must treat families in a courteous, respectful manner at all times. Families must not be treated in a condescending or impolite manner, and should not be kept waiting for an unreasonable amount of time.

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

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

**Family Complaints**

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

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

No visible body piercing, other than modest earrings are allowed. Heavy make-up and long fingernails are not permitted. No open toed shoes, shorts, or tank tops are permitted. Notification of seasonal clothing attire will be distributed.

Outrageous or conspicuous hairstyles or coloring are not allowed. Employees must maintain their hair in a neat and clean manner. All facial hair must be neatly trimmed.

Management reserves the sole right to determine whether an employee meets company dress code and grooming standards. If there is a question over an article of clothing or jewelry, ask your supervisor prior to wearing it.

**HOUSEKEEPING**

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

**LOITERING**

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

**PERSONAL MAIL AND TELEPHONE CALLS**

Employees are asked to arrange for their personal mail to be delivered to some address other than that of Bright Start.

Since the Bright Start’s goal is to serve its families, it is important that the telephone lines be kept as free as possible so as not to interrupt the daily flow of business. Personal telephone calls, both outgoing and incoming, should be limited to those that are necessary and should be brief. Personal long distance calls should not be charged to Bright Start.
USE OF PERSONAL PAGING DEVICES & CELLULAR TELEPHONES

Personal cellular telephones, paging devices (i.e. beepers), and other communication devices that are paid for by individual employees may not be worn by the employee while performing job duties with Bright Start. However, use of these devices (personal or professional) must be reasonable and should be restricted to necessary contact only. They should not be used to conduct any business activities not related to the employee’s job responsibilities with Bright Start.

If the company feels that the use of any of these devices is having a negative impact on an employee’s job performance, overall operations or customer perception of the company, the employee may be prohibited from possessing these devices while performing job duties with the company.

Paging devices and portable radios for volunteer organizations such as volunteer fire departments and rescue squads may be used by employees while performing their job duties with Bright Start.

WORK RULES AND DISCIPLINARY PROCEDURE

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

- Possession, carrying, or being under the influence of intoxicating beverages or illegal drugs on company property.
- Dishonesty, fraud, theft, pilferage, or unauthorized removal of property of the company or others.
- Bodily assault upon any person, or fighting on company property.
- Immoral or indecent conduct on or off Bright Start premises.
- Possession of firearms or any dangerous weapons (or explosives) on company property.
- Disclosing business information of a confidential nature to unauthorized persons, or any action by an employee that might cause the employer to lose business or that would create poor public relations.
- Insubordination towards Bright Start supervisors, refusal to perform supervisor’s assignments, or directing abusive, profane or threatening language at any Bright Start supervisor, employee, company representative, or client.
- Falsification of employment application, time cards, production and sales reports, or other company records.
- Conviction of a felony or serious misdemeanor on company premises or away.
- Unauthorized leaving of company premises during working time.
- Gross negligence resulting in serious injury to an employee or damage to Bright Start property, client property, or the property of fellow employees.
Willful damage or destruction of company material or property, client property, or the property of fellow employees.

Failure to return to work following a leave of absence or job related injury after being released to return to work by a physician.

Absence from work without proper notification to Bright Start.

Participating in an unauthorized work stoppage or slowdown, or interfering with production.

Careless or improper work performance.

Smoking in unauthorized areas.

Failure to do acceptable quantity and/or quality work.

Loafing or neglecting work.

Failing to follow safety rules and regulations.

Failing to report accidents or injuries or having excessive accident record.

Failing to obey instructions.

Gambling on company property.

Unauthorized operation of machines, tools, or equipment.

Unauthorized posting of material or defacing materials on Bright Start bulletin boards.

Excessive time on breaks or taking unauthorized breaks.

Violation of no solicitation/distribution rule.

Poor housekeeping, creating or contributing to unsanitary conditions.

Excessive waste of materials or supplies.

Unauthorized starting or stopping work early.

Failure to wear required protective equipment.

Sleeping on the job.

Leaving job without permission.

Any other reason which the company determines, at its sole discretion, warrants disciplinary action.

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

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

**COMPANY PROPERTY**

You are urged to be as careful with company property assigned to your care as you are with your own belongings. All files are the property of Bright Start and will remain on Bright Start premises at all times. Only working files are allowed to leave company premises, as needed, and are to be returned within 48 hours. An employee taking personal time off (i.e., vacation, medical, etc.) is required to return all files prior to taking time off. Violation of this policy may result in disciplinary action, up to and including termination of employment.
An employee who is terminated, voluntarily or involuntarily, is required to return all company property (i.e., equipment, supplies, files, etc.). Failure to return such items, as well as the payment of any outstanding debts owed to the company, must precede the issuance of the employee’s final pay check, otherwise, the indebtedness is considered to be an advance of wages and may be deducted from this final check, or any other available pay (i.e. unused vacation, bonuses, commissions, etc.), as permitted under Wage and Hour regulations.

**ACCIDENTS, SAFETY, AND INJURIES**

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

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

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

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

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

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

**ACCIDENT RESPONSIBILITY**

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

**Bright Start – November 15, 2012**
TRAVEL REIMBURSEMENT

Employees who use their personal vehicles to conduct company business and drive more than 600 miles in a given month, may be reimbursed at a base pay of $200 plus the miles driven at a rate determined quarterly based on the state average for gas at that time. Employees who drive 600 miles or less may be reimbursed at a rate of $.38 per mile, which can change quarterly based on the state average for gas at that time. An accurate record of the date, destination, and mileage should be maintained by the employee and turned in by the 8th of every month. If not turned in by the 10th of each month you will not be reimbursed.

DRIVER RULES

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

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

TERMINATION OF EMPLOYMENT

Voluntary Resignation
Should you elect to resign from Bright Start, we would appreciate advance notice of at least two (2) full weeks. This advance notices will allow your supervisor time to adjust working schedules and attempt to secure a replacement, and should enable you to resign in good standing. If you resign in good standing, you may be given consideration if you wish to return to work at a later date.

Once you give resignation to Bright Start, PTO cannot be used.

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

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

Any employee leaving Bright Start is requested to attend an exit interview conducted by Beth Bunge and Teri Todd. The purpose of the interview is to determine the reasons for termination and to resolve any questions of compensation, Bright Start property, or other matters.
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*Bright Start – November 15, 2012*