

Infant-at-Work Program

A. Policy Statement

1. The Kansas Department of Agriculture shall administer an Infant-at-Work Program allowing eligible employees to care for their infant(s) in the workplace subject to the conditions of this policy.

B. Definitions

1. "Alternative Care Provider" mean an employee of the Department who volunteers to provide back-up care for an Infant participating in the Program while the Parent is unavailable due to work-related responsibilities or activities.
2. "Department" means the Kansas Department of Agriculture.
3. "Infant" means a child or dependent of a Parent that is between 45 days old and 180 days old.
4. "Parent" means a full-time permanent employee of the Department that is a new mother, father, or legal guardian of an Infant that has been approved for participation in the Program.
5. "Program" means the Infant-at-Work Program administered by the Department.
6. "Secretary" means the Secretary of the Kansas Department of Agriculture.
7. "Sitting Room" means a room or area designated by the Department where a Parent or Alternative Care Provider may take an Infant to provide necessary care of the Infant, including feeding, diapering, comforting or lactation. The designated sitting rooms for primary use are the rooms 108, 213 or 320.

C. Eligibility

1. Eligible Employees. Department employees who are new mothers, fathers, or legal guardians of an Infant are eligible to request participation in the Program, whether custody of the Infant is by birth to the employee, adoption, or legal guardianship.

Grandparents, brothers/sisters, aunts/uncles and other family members are excluded from participation in the Program unless they are the legal guardian of an Infant.

2. Request for Participation. Eligible employees may request participation in the Program as a Parent by completing Attachment A, "*Individual Care Plan*" setting forth an individualized care plan for the Infant, which shall be submitted to the Parent's Supervisor, Program Manager and the Secretary for review and approval.
3. Review of Individual Care Plan and Approval. Each Individual Care Plan will be reviewed based on the appropriateness of the work environment and the job responsibilities of the Parent. In reviewing the Individual Care Plan, the Parent's Supervisor and Program Manager shall consider whether the Parent's job responsibilities are suitable for allowing participation in the Program. Some job responsibilities or work environments may not be suitable for participation in the Program due to the adaptability and safety of the Infant.

The Program is designed to accommodate a Parent's participation with a single Infant and requests by a Parent to participate in the Program with multiple Infants at one time will be evaluated on a case-by-case basis.

Once approved by the Parent's Supervisor and Program Manager, the Individual Care Plan will be submitted to the Secretary for final approval. Upon final approval, the Parent may bring the Infant into the workplace.

D. The Workplace and Managing an Infant in the Workplace

1. Workstation. During the work day, the Infant shall be located primarily at the Parent's workstation, or other approved location. The Parent shall be responsible for making their workstation suitable for the Infant and shall provide the necessary furniture, equipment, and supplies suitable for the Infant's needs. Furniture, equipment, and supplies shall not extend beyond the Parent's workstation.
2. Sitting Room. The designated Sitting Room shall provide privacy for providing care to an Infant and may be utilized by a Parent or Alternative Care Provider as needed. Activities requiring privacy such as changing a diaper or nursing should be completed out of the view of the public or coworkers and the Parent or Alternative Care Provider shall utilize the designated Sitting Room when providing such care. Parents who would like to use the sitting room for the infant to work program may schedule the room in advance to facilitate room availability.

In the event an infant becomes noticeably fussy, noisy, unmanageable or causes a disruption in the workplace or prevents the Parent from accomplishing work, the Parent shall take the Infant to the designated Sitting Room until the Infant settles down and becomes quieter. If the Infant does not settle down and is noticeably fussy, noisy, unmanageable or causes a disruption in the workplace or prevents the Parent from accomplishing work, the Parent must make arrangement to remove the Infant from

the workplace. The Parent shall use accumulated leave for any resulting absences from work.

3. Sickness. A sick Infant shall not be brought into the workplace. If an Infant becomes sick while at the workplace, the Parent must make arrangements to remove the Infant from the workplace and shall use accumulated leave for any resulting absences from work.

When a Parent is determining whether an Infant should be kept away from the workplace due to sickness or when a Parent, Parent's Supervisor or Program Manager is determining whether an Infant should be removed from the workplace due to sickness, the information provided by the Center for Disease Control as set forth in Attachment B, "*Recommendation for Inclusion or Exclusion*" of children from out-of-home child care settings shall be utilized. In the event the health of an Infant is uncertain, the decision of the Parent's Supervisor or Program Manager shall be final and binding.

E. Individual Care Plan

1. The Individual Care Plan shall set forth general information regarding the Infant's care, including the requested dates that participation in the Program will begin and end, the days and times the Infant will be present in the workplace, and the names, contact information and schedules of the Alternative Care Providers. If the Individual Care Plan is completed and approved prior to the Infant's birth, a revised Individual Care Plan may be submitted to include any updated information if necessary. An updated plan shall be reviewed and approved by the Parent's Supervisor, Program Manager and the Secretary.
2. The Parent, the Parent's Supervisor and Program Manager shall meet from time to time to discuss and resolve concerns or issues related to the Parent's participation in the Program, including complaints received, if any.

F. Alternative Care Providers

1. Each Parent shall designate two Alternative Care Providers in the workplace who voluntarily agree to care for the Infant in the event the Parent is unavailable to provide care due to attendance at a meeting, participating in a telephone conference call, or a similar work responsibility. Said employee shall be located in the same Program or Division as the Parent, if reasonably possible, and the employee's workstation shall be in close proximity to the Parent's workstation.
2. Before participating in the Program, each Alternative Care Provider shall secure permission from their Supervisor and complete and sign Attachment C, "*Alternative Care Provider Agreement*" outlining the responsibilities and terms for participation.

3. An Alternative Care Provider may not simultaneously participate in the Program as a Parent of an Infant, and as an Alternative Care Provider for another Parent's Infant. An Alternative Care Provider may only be designated as an Alternative Care Provider for one Infant at a time.
4. If a Parent is going to be unavailable or unable to provide care to the Infant due to attendance at a meeting, participation in a telephone conference call or a similar work responsibility, the Parent shall notify an Alternative Care Provider and place the Infant in the provider's care temporarily.
5. If the Parent is going to be unavailable to provide care to the Infant for a period exceeding 1.5 hours within a 4-hour period, the Parent shall arrange for the Infant's care outside the Department. The Parent is responsible for their schedule and an Alternative Care Provider shall not be required to care for an Infant for a period exceeding 1.5 hours within a 4-hour period. There may be times that meetings take longer than expected or unscheduled last-minute meetings are necessary. However, if the Parent consistently has unexpected scheduling issues, it may result in the Parent's participation in the Program being terminated.

G. Complaint Procedure

1. Any complaint regarding a Program participant shall be made in writing, signed by the person(s) making the complaint, and submitted to the Parent's Program Manager, then discuss with supervisor. The Program Manager will notify the Human Resources Department at the time the complaint is filed.
2. All appropriately submitted complaints shall be reviewed and discussed by the Parent's Supervisor and the person making the complaint. The Parent's Supervisor and/or Program Manager shall provide a copy of each complaint to the Parent and discuss how to resolve the complaint with the Parent.
3. If the Parent is required to take action to resolve a complaint, the Parent shall modify their Individual Care Plan to include the steps to be taken to resolve the complaint. The modified Individual Care Plan shall be resubmitted to the Parent's Supervisor, Program Manager and the Secretary for approval.

H. Termination of Eligibility

1. A Parent's eligibility to participate in the Program shall terminate when:
 - a. The Infant becomes 180 days old;
 - b. The Parent is no longer employed in a full-time permanent position with the Kansas Department of Agriculture;
 - c. The Parent chooses to discontinue participation in the Program; or
 - d. A decision is made to terminate the Parent's participation in the Program as a result of the Complaint Procedure set out in Section G above.

2. If the Parent's participation in the Program is terminated as a result of Section H 1.(d), the Parent shall be notified of the determination in writing by the Director of Human Resources and the Parent shall remove the Infant from the workplace within seven days from receiving such notice.
3. The Kansas Department of Agriculture reserves the right to terminate a Parent's eligibility, with or without cause, or to cancel or retire the Program in part or in its entirety, with or without cause, requiring the Parent to immediately remove the Infant from the workplace. The Parent shall use accumulated leave for any resulting absences from work.

If you have any questions concerning the Department's Infant-at-Work policy, please contact Human Resources.



Michael M. Beam, Secretary of Agriculture

5-24-2019

Date

“Attachment “A”

INDIVIDUAL CARE PLAN
Infant-at-Work Program

I. GENERAL INFORMATION

Name of Parent/Employee: _____ Phone: ____ - ____ - ____

Name of Parent: _____ Phone: ____ - ____ - ____

Name of Infant: _____ Infant's Date of Birth: ___/___/___

Infant Begins Program: ___/___/___

Infant Ends Program: ___/___/___

Indicate days and times the Infant will be present in the workplace:

Mon. _____ Tue. _____ Wed. _____ Thurs. _____ Fri. _____

II. ALTERNATIVE CARE PROVIDERS

The following persons have agreed to be Alternative Care Providers, responsible for providing care for my Infant in the workplace, when I am temporarily unavailable to provide care. I acknowledge and agree that the care of my Infant by the Alternative Care Providers shall not exceed 1.5 hours in a four-hour period.

1. Primary Care Provider Name: _____ Division: _____
Work Phone: ____ - ____ - ____

2. Primary Care Provider Name: _____ Division: _____
Work Phone: ____ - ____ - ____

Attach your completed Alternative Care Provider Agreements to this Individual Care Plan.

III. SPECIFIC INFORMATION

Include any specific plan information or requirements in the space below (optional):

IV. IN CASE OF EMERGENCY – PLEASE CONTACT

1. Name of Person to Contact in an Emergency: _____
Relationship to Infant: _____
Address: _____

Work phone: _____

2. Name of Person to Contact in an Emergency: _____
Relationship to Infant: _____
Address: _____

Work phone: _____

V. AGREEMENT

By signing this *Individual Care Plan*, I hereby certify that I have read the above Infant-at-Work Policy. I understand and agree to comply with the terms and conditions set forth in the Policy. I further understand and agree that, in the event I fail to comply with such terms and conditions, or otherwise fail to meet any Program criteria, whether or not such criteria are set forth herein, my participation in the Program may be terminated, and I will be required to remove my Infant from the workplace.

I acknowledge the Kansas Department of Agriculture is offering participation in the Infant-at-Work Program as a courtesy to Department employees who are new mothers and fathers, and not as an employee benefit. Accordingly, I further acknowledge that the Department reserves the right to terminate participation in the Program, with or without cause, or to cancel or retire the Program in part or in its entirety, with or without cause, and I will be required to remove my Infant from the workplace immediately.

I have discussed this *Individual Care Plan* with my Supervisor. I understand that I can bring my Infant to the workplace upon final approval of this *Individual Care Plan* by the Secretary of Agriculture. If my *Individual Care Plan* changes, I agree to complete a revised plan for submission and approval.

Employee's Signature

Date

VI. CONSENT AND WAIVER

By signing this Consent and Waiver hereunder, I hereby consent to the release of the Kansas Department of Agriculture, and any employees and agents thereof, from any and all liability arising from any harm or injury that occurs to my Infant in the workplace, as a result of my participation in the Infant-at-Work Program, and I hereby waive any rights I accrue as a result thereof.

Employee's Signature

Date

Approved Employee for participation in the Infant-at-Work Program by:

Supervisor's Signature

Date

Program Manager's Signature

Date

Michael M. Beam
Secretary of Agriculture

Date

“Attachment B”

Recommendations for Inclusion or Exclusion *[From the Center for Disease Control (CDC)]*

Mild illness is very common among children, and most children should not be excluded from their usual source of care for common respiratory and gastrointestinal illness of mild severity. Infectious disease prevention and control strategies are often influenced by the fact that asymptotically infected persons can transmit certain infectious microorganisms to others. Parents of children in childcare and adult child caregivers should be educated as to the infectious disease risks of childcare. Following common sense hygienic practices can reduce much illness risk.

Exclusion of children from out-of-home childcare settings has been recommended for illnesses known to be transmitted among, by, and to children when exclusion of the child or adult has a potential for reducing the likelihood of secondary cases. Exclusion has also been recommended in cases of serious illness for which a hypothetical risk of transmission exists, but for which data at present is insufficient to quantitate the risk. In many situations, the expertise of the program’s medical consultant and the responsible local and state public health authorities are helpful in determining the benefits and risks of excluding children from their usual care program.

Child and caregiver-specific exclusion policies reflect the present state of knowledge. Children need not be excluded for a minor illness unless any of the following exists:

- The illness prevents the child from participating comfortably in program activities.
- The illness results in a greater care need than the childcare staff can provide without compromising the health and safety of the other children.
- The child has any of the following conditions: fever, unusual lethargy, irritability, persistent crying, difficult breathing, or other signs of possible severe illness.
- Diarrhea (defined as an increased number of stools compared with the child’s normal pattern, with increased stool water and/or decreased form) that is not contained by diapers or toilet use.
- Vomiting two or more times in the previous 24 hours, unless the vomiting is determined to be due to a non-communicable condition and the child is not in danger of dehydration.
- Mouth sores associated with an inability of the child to control his/her saliva, unless the child’s physician or local health department authority states that the child is noninfectious.
- Rash with fever or behavior change, until a physician has determined the illness not to be a communicable disease.
- Purulent conjunctivitis (defined as pink or red conjunctiva with white or yellow eye discharge, often with matted eyelids after sleep and eye pain or redness of the eyelids or skin surrounding the eye), until examined by a physician and approved for readmission, with or without treatment.
- Tuberculosis, until the child’s physician or local health department authority states that the child is noninfectious.
- Impetigo, until 24 hours after treatment has been initiated.

- Streptococcal pharyngitis, until 24 hours after treatment has been initiated and until the child has been afebrile for 24 hours.
- Head lice (pediculosis), until the morning after the first treatment.
- Scabies, until after treatment has been completed.
- Varicella, until the sixth day after the onset of rash or sooner if all lesions have dried and crusted.
- Pertussis (which is confirmed by laboratory or suspected based on symptoms of the illness or because of cough onset within 14 days of having face-to-face contact with a person in a household or classroom who has a laboratory-confirmed case of pertussis), until 5 days of appropriate antibiotic therapy (currently: erythromycin) has been completed (total course of treatment is 14 days).
- Mumps, until 9 days after onset of parotid gland swelling.
- Hepatitis A virus infection, until one week after onset of illness and jaundice, if present, has disappeared or until passive immunoprophylaxis (immune serum globulin) has been administered to appropriate children and staff in the program, as directed by the responsible health department.

Certain conditions do not constitute a prior reason for excluding a child from childcare unless the child would be excluded by the above criteria or the disease is determined by a health authority to contribute to transmission of the illness at the program. These conditions include the following: a symptomatic excretion of an enteropathogen; nonpurulent conjunctivitis (defined as pink conjunctiva with a clear, watery eye discharge and without fever, eye pain, or eyelid redness); rash without fever and without behavior change; cytomegalovirus infection; hepatitis B virus carrier state; and HIV infection.

“Attachment “C”

ALTERNATIVE CARE PROVIDER AGREEMENT Infant-at-Work Program

As an Alternative Care Provider, I understand and agree to the following:

1. When necessary, I will provide care for _____ (name of Infant) when _____ (name of Parent) is unavailable.
2. I will move to the workstation of _____ (name of Parent), or the Infant will be brought to my workstation, whichever is most convenient.
3. While under my care if the Infant becomes noticeably fussy, noisy, unmanageable or causes a disruption in the workplace or prevents the me from accomplishing work, I will take the Infant to the designated Sitting Room.
4. I understand that my volunteering as an Alternative Care Provider does not relieve me of my responsibilities as an employee of the Kansas Department of Agriculture.
5. I understand there is another Alternative Care Provider with these same duties who I may contact if I require assistance.
6. I understand I will be notified by _____ (name of Parent) if there is any change in Alternative Care Providers under this Agreement.
7. I understand that no persons will be responsible for the Infant except for _____ (name of Parent) or _____ (name of Alternative Care Provider), and the undersigned.
8. I will not release the Infant under my care to any individual other than _____ (name of Parent) or _____ (name of Alternative Care Provider).
9. If at any time I no longer agree to act as an Alternative Care Provider for _____ (name of Infant), I shall give written notice to _____ (name of Parent).

The undersigned hereby agrees to act as an Alternative Care Provider as described above. I acknowledge that I have read and understand the terms of this Alternative Care Provider Agreement as set forth above.

Alternative Care Provider's Signature

Date

Alternative Care Provider Supervisor Signature

Date