



Children in the Workplace Policy and Agreement

COMPANY understands the impact that lengthy school closures relating to the COVID-19 coronavirus outbreak are having on families. As a temporary measure to assist our employees, we have agreed to permit employees to bring children to work under certain conditions to allow our employees to meet both their family and work responsibilities during this difficult time. Please understand that COMPANY's position in this regard is subject to change as additional information about the virus and its societal impact become known.

Beginning January __, 2021, employees may bring minor children to work at the following location: _____ and under the following conditions:

1. Employees must provide to their supervisor the names and ages of all children who will be present on COMPANY property.
2. Employees must receive approval from their supervisor before bringing their children to work. There may be occasions where – because of an employee's specific duties and responsibilities over a period of time – this policy will be suspended so that the employee can devote their full attention to their assigned tasks. Under such circumstances, alternate childcare will need to be arranged by the employee.
3. Employees are responsible for supervising their children at all times while they are on the premises and are not permitted to leave the building for any reason without taking their children. COMPANY will not provide childcare assistance. The children must exclusively stay in the employee's office or workspace, unless the employee escorts the child to the bathroom or when entering/exiting the premises.
4. Employees who decide to bring their children to work agree to accept full responsibility for the safety of their children.
5. Employees may not take their children in a COMPANY vehicle or have their children with them while operating any vehicle while performing duties on behalf of COMPANY.
6. Employees agree to ensure that their children are not disruptive and do not interfere with normal office operations. Children brought to the workplace must comprehend and comply with any workplace social distancing rules in effect and must be mature enough to engage in proper office hygiene (such as handwashing, refraining from touching or placing mouths on office items, etc.).
7. Employees may not bring sick children to work with them (this includes but is not limited to symptoms associated with the COVID-19 coronavirus).
8. All complaints related to this policy should be made directly to the parent's immediate supervisor or the human resources manager. All complaints will be kept anonymous to the extent possible. COMPANY shall have final discretion to decide what should be done to resolve the complaint.

This material is provided for informational purposes only. It is not intended to constitute legal advice, nor does it create a client-lawyer relationship between Fisher & Phillips LLP and any recipient. Recipients should consult with counsel before taking any actions based on the information contained within this material.



- 9. COMPANY has the right to suspend or terminate the permission provided under this Policy at any time if a parent’s performance declines or if organizational needs are not being met.

**CHILDREN IN THE WORKPLACE POLICY
PARENT AGREEMENT, CONSENT AND WAIVER**

ACKNOWLEDGEMENT & AGREEMENT

By signing this Agreement, I certify that I have read the Children in the Workplace Policy Guidelines. I understand and agree to comply with the terms and conditions set forth in the Policy Guidelines. I further understand and agree that, in the event I fail to comply with such terms and conditions or otherwise fail to meet any criteria currently in the policy or that may be added to the policy and conveyed to me in writing, my eligibility may be terminated, requiring me to remove my children from the workplace within a reasonable period of time.

I acknowledge that COMPANY reserves the right to cancel or retire the Program in part or in its entirety at any time, thus requiring me to remove my children from the workplace within a reasonable period of time. In this event, I understand that COMPANY will attempt to provide a reasonable period of time for me to make alternate childcare arrangements.

Signature of Parent/Employee

Date

CONSENT AND WAIVER

In consideration of COMPANY’s agreement to permit me to bring my children to work with me in compliance with the Children in the Workplace Policy, I hereby release and hold harmless, on my own behalf and on behalf of my children (i) COMPANY; (ii) any entity affiliated with COMPANY; and (iii) any of the current or former owners, officers, directors, agents, representatives, insurers, attorneys, successors, assigns, and current employees, if any, of COMPANY, and the foregoing entities from any and all claims, liabilities, causes of action and demands of any kind or character, including negligence, whether vicarious, derivative or direct, that I, my children, or any of my children’s family members, heirs, or assigns now have or may hereafter have or assert against COMPANY, growing out of, resulting from, or connected with this policy and/or with me bringing my children to work or their presence at work with me. This waiver does not preclude legal remedies for injury that cannot be waived as a matter of law.

Signature of Parent/Employee

Date

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