

Department of Administration  
Infant at Work Program

I. POLICY GUIDELINES

A. Eligibility

1. Parents – (Defined as department employees who are new mothers, or fathers, or legal guardians) are eligible to apply to participate in the Program.
2. Infants – Infants of Department employees up to their first 180 days after birth.
3. Approval will be considered if duties and worksite are deemed by management to be conducive to adaptation and meet adequate safety standards.

B. The Workplace

1. Work Station – Each parent shall make his or her workstation suitable for the new baby. The new baby shall be located primarily at the parent's workstation during the workday or other approved location. Each parent will provide the necessary furniture and equipment suitable for the infant's need.
2. Home – In the event a baby becomes sick, or is fussy for a prolonged period of time, causing a distraction in the work place or preventing the parent from accomplishing work, the baby shall be taken home by the parent or to a backup day care provider and will use leave for any resulting absences from work.
3. A sick baby shall not be brought to work. The Center for Disease Control (CDC) "*Recommendations for Inclusion or Exclusion*" of children from out-of-home child care settings are attached hereto as *Attachment "A"*, and are hereby adopted by the Department as a means for determining whether a baby is sick.
4. Infants shall remain on building premises during the care period.

C. Care Providers

1. Each parent shall designate two alternate care providers in the workplace. The care providers will not be subordinate Department employees who voluntarily agree to care for the baby in the event the parent is unavailable due to attendance at a meeting, participating in a telephone conference, etc. The alternate care provider may not simultaneously participate in the program as a parent bringing his or her baby to work and as an alternate care provider for another parent's child.
2. Each care provider shall complete and sign a "*Care Provider Agreement*" setting forth the care provider's duties and responsibilities. Each care

provider shall obtain their immediate supervisor's approval. A sample Care Provider Agreement is attached hereto as *Attachment "B"*.

3. If a parent is going to be unavailable, the parent shall notify a care provider and place the baby in the provider's care temporarily.
4. If the parent is going to be unavailable for a period exceeding 1.5 hours within a four-hour period, the parent shall make arrangements for the baby's care *outside* the Department. A care provider in the workplace shall not be required to care for a baby for a period exceeding 1.5 hours within a four-hour period.

#### D. Individualized Plan

1. Each participating parent shall complete and sign an "*Individual Plan*" setting forth an individualized care plan for the baby, which shall be submitted to the parent's supervisor and Division Director for review and approval. The Individual Plan shall set forth general information regarding the baby's care, including the days and times the baby will be present in the workplace, the names and schedules of the parent's care providers, and the dates the parent will begin and end the Program. A sample Individual Plan is attached hereto as *Attachment "C"*.
2. In reviewing the Individual Plan the supervisor and Division Director shall consider whether the parent's job is suitable for allowing an infant at work. It shall then be forwarded to the Infant to Work Committee for final review.
3. Upon approval of an Individual Plan by the parent's supervisor and Division Director, a copy of the plan shall be provided to the Department's Personnel Office. Upon approval, the parent may bring the baby to the workplace on the beginning date stated in the Individual Plan.
4. The parent and his or her supervisor shall meet from time to time to discuss and resolve complaints, if any.

#### E. Complaints

1. Any complaints regarding a Program participant shall be in writing, signed by the person(s) making the complaint, and submitted to the parent's supervisor.
2. Any submitted complaint should be reviewed and discussed by the supervisor and the complaining person(s). The supervisor shall provide a copy of the complaint to the parent, and discuss it with the parent, determining how to resolve the complaint.
3. If the parent is required to take some type of affirmative action to resolve the complaint, the parent shall modify his or her Individual Plan to include the steps to be taken to resolve the complaint. The modified Individual Plan shall be re-submitted for approval.
4. If the supervisor does not resolve a complaint satisfactorily, the Infant to Work Committee will investigate the matter. After the investigation is

completed, the Infant to Work Committee will resolve the complaint, which may include actions up to and including termination of the Individual Plan for that employee. There is no right to further review or appeal of the decision of the Infant to Work Committee.

F. Termination of Eligibility

1. A parent's eligibility to participate in the Program shall be terminated when:
  - a. The infant becomes 180 days old;
  - b. The parent is no longer a Department employee; or
  - c. A decision is made pursuant to the Complaint Procedure set out in *Section "E"* above, terminating the eligibility of a parent.
2. If a parent's eligibility is terminated pursuant to *Section G, I.c* above, the Infant to Work Committee shall notify the parent in writing and the parent shall remove the baby from the workplace within one week from receiving such notice.
3. The Department of Administration reserves the right to terminate a participant'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 remove his or her baby from the workplace immediately.

G. All signatories will submit a response to a follow-up questionnaire upon completion to assess the program.

Contact Information:

Infant in the Workplace Committee  
Vicki Lierz, Chair  
296-5861  
Vicki.lierz@da.ks.gov

“Attachment “B”

## CARE PROVIDER AGREEMENT “Infant at Work” Program

As a care provider, I understand and agree to the following:

1. When necessary, I will provide care for \_\_\_\_\_ (baby) when \_\_\_\_\_ (parent) is unavailable. (Provider care not to exceed 1.5 hours in a four-hour period.)
2. I will move to \_\_\_\_\_’s (parent’s) workstation, or the baby will be brought to my workstation, whichever is most convenient.
3. I understand my provider care does not relieve me of my responsibilities as an employee of the Kansas Department of Administration.
4. I understand there is another designated care provider with these same duties who I may contact if I require assistance.
5. I will be notified by \_\_\_\_\_ (parent) if there is any change in care providers under this Agreement.
6. No persons will be responsible for the baby except for \_\_\_\_\_ (parent) or \_\_\_\_\_ (care provider), and the undersigned.
7. I will not release the baby under my care to any individual other than \_\_\_\_\_ (parent) or \_\_\_\_\_ (care provider).
8. If at any time I no longer agree to act as a care provider for \_\_\_\_\_ (baby), I shall give written notice to \_\_\_\_\_ (parent).

The undersigned hereby agrees to act as a care provider as described above. I acknowledge that I have read and understand the terms of this care provider agreement as set forth above.

\_\_\_\_\_  
Signature of Care Provider

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Immediate Supervisor

\_\_\_\_\_  
Date

“Attachment “C”

\_\_\_\_\_New Plan \_\_\_\_\_Revised Plan

INDIVIDUAL PLAN  
“Infant at Work” Program

I. GENERAL INFORMATION

Name of Parent/Employee: \_\_\_\_\_ Home phone \_\_\_\_-\_\_\_\_-\_\_\_\_\_

Name of Parent: \_\_\_\_\_ Phone number \_\_\_\_-\_\_\_\_-\_\_\_\_\_

Name of Baby: \_\_\_\_\_ Baby’s Date of Birth: \_\_/\_\_/\_\_

Baby Begins Program: \_\_/\_\_/\_\_ Baby Ends Program \_\_/\_\_/\_\_

Indicate days and times Baby will be present in the Workplace:

Mon. \_\_\_\_\_ Tue. \_\_\_\_\_ Wed. \_\_\_\_\_ Thurs. \_\_\_\_\_ Fri. \_\_\_\_\_

II. CARE PROVIDERS

The following persons have agreed to be Care Providers, responsible for providing care for my baby in the workplace, when I become temporarily unavailable to provide care. (Provider care is not to exceed 1.5 hours in a four-hour period.)

1. Care Provider Name: \_\_\_\_\_ Division: \_\_\_\_\_  
Work phone (ext.): \_\_\_\_-\_\_\_\_-\_\_\_\_\_ Home phone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_

2. Care Provider Name: \_\_\_\_\_ Division: \_\_\_\_\_  
Work phone (ext.): \_\_\_\_-\_\_\_\_-\_\_\_\_\_ Home phone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_

**Attach your completed care provider agreements to this individual 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: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Work phone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_ (ext.) \_\_\_\_

Home phone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

2. Name of Person to Contact in an Emergency: \_\_\_\_\_

Relationship: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Work phone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_ (ext.) \_\_\_\_

Home phone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

V. AGREEMENT

By signing this *Agreement* hereunder, I hereby certify that I have read the above 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 Program criteria, whether or not such criteria are set forth herein these Guidelines, my Program eligibility may be terminated, requiring me to remove my baby from the workplace.

I acknowledge the Kansas Department of Administration 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 the Department reserves the right to terminate a participant's eligibility, with or without cause, or to cancel or retire the Program in part or in its entirety, with or without cause, requiring me to remove my baby from the workplace immediately.

I have discussed this plan with my supervisor. I understand that I can bring my baby to the workplace upon final approval of this plan by the Division Director. If my plan changes, I agree to complete a revised plan for discussion and approval.

Submitted by:

\_\_\_\_\_  
Signature of Parent / Employee

\_\_\_\_\_  
Date

Approved by:

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Division Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair, Infant in the Workplace Committee

\_\_\_\_\_  
Date

VI. CONSENT AND WAIVER

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

\_\_\_\_\_  
Signature of Parent

\_\_\_\_\_  
Date