



The Rutherford Schoolhouse LLC

Employee Handbook

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Core Policies

1.0 Welcome

1.1 A Welcome Policy

Welcome! You have just joined a dedicated organization. We hope that your employment with The Rutherford Schoolhouse LLC will be rewarding and challenging. We take pride in our employees as well as in the products and services we provide.

The Company complies with all federal and state employment laws, and this handbook generally reflects those laws. The Company also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook.

The employment policies and/or benefits summaries in this handbook are written for all employees. When questions arise concerning the interpretation of these policies as they relate to employees who are covered by a collective-bargaining agreement, the answers will be determined by reference to the actual union contract, rather than the summaries contained in this handbook.

Please take the time now to read this handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. The Company reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the work place.

If you have questions about your employment or any provisions in this handbook, contact the Director or the Owner.

We wish you success in your employment here at The Rutherford Schoolhouse

All the best,

Kim Tekirian

Owner/President

The Rutherford Schoolhouse

1.2 At-Will Employment

Your employment with The Rutherford Schoolhouse LLC is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the Company at any time, with or without notice and with or without cause.

Nothing in this handbook or any other Company document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the President has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the President.

If a written contract between you and the Company is inconsistent with this handbook, the written contract is controlling.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

This policy may not be appropriate in its entirety for employees working in Montana.

2.0 Introductory Language and Policies

2.1 About the Company

The Rutherford Schoolhouse is a family owned child care center which prides itself on focusing on play based learning for infants through preschool aged children. The founders, Kim and Chris Tekirian, have over 30 combined years of business ownership, and opened the center in the Fall of 2020.

2.2 Ethics Code

The Rutherford Schoolhouse LLC will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our managers and employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices, at all times consistent with their duty of loyalty to the Company.

We expect that officers, directors, and employees will not knowingly misrepresent the Company and will not speak on behalf of the Company unless specifically authorized. The confidentiality of trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) about the Company or operations, or that of our customers or partners, is to be treated with discretion and only disseminated on a need-to-know basis (see policies relating to privacy).

Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

2.3 Mission Statement

Mission Statement of The Rutherford Schoolhouse

Our mission is to create a community of teachers working together to provide a high quality, safe, stimulating, and positive environment that enhances and fosters the social-emotional, physical, cognitive, and creative development of independent children through play based learning and discovery.

We offer more than childcare. We educate, inspire, and motivate children to think creatively to reach their full potential as independent, curious, happy individuals.

Vision Statement of The Rutherford Schoolhouse

At The Rutherford Schoolhouse we envision that our community will provide high quality and developmentally appropriate childcare that will foster our children's social-emotional, physical, cognitive, and creative development.

Philosophy of The Rutherford Schoolhouse

By creating a safe environment for children to learn and develop through play-based learning and discovery, we will create independent, confident, and successful learners.

Motto

"We PLAY to LEARN!"

2.4 Our Organization

President: Kim Tekirian is the President of The Rutherford Schoolhouse and is in charge of all company operations.

Center Director: The Director makes all of the decisions on all matters, at times conferring with the President first, based on position limitation guidelines to ensure that the Center operates in full compliance of the NJ DCF licensing policies, and company policies. Directors must have a Bachelor's or Master's Degree.

Assistant Director: Depending on the needs of The Rutherford Schoolhouse, an Assistant Director may be hired. The Assistant Director is responsible for all Center activities in the Director's absence.

Head Teacher: The Head Teacher is responsible for planning and implementing program activities and lesson plans for all classrooms. The Head Teacher must have a Bachelor's or Master's Degree and can be the Center Director, Assistant Director, or a Classroom teacher.

Program Supervisor: The Program Supervisor will ensure the development and implementation of the center's child development and activities program for school-aged children. Program Supervisor is a classroom teacher.

Lead Teachers: Each group of children have a Lead Teacher. They are responsible for programming and the overall quality of care in their area. Lead Teachers have some limited administrative duties as requested by the Director.

Assistant Teacher: Assistant Teachers are part of the program planning and implementation in cooperation with the Lead Teacher.

Substitute Teacher: Substitute Lead/Assistant Teachers are scheduled on an as needed basis. They may provide coverage scheduled in advanced or on call.

2.5 Revisions to Handbook

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including The Rutherford Schoolhouse LLC policies and procedures. The handbook is not a contract. The Company reserves the right to revise, add, or delete from this handbook as we determine to be in our best interest, except the policy concerning at-will employment. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook or in a posting on company bulletin boards.

3.0 Hiring and Orientation Policies

3.1 Conflicts of Interest

The Rutherford Schoolhouse LLC is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. If there is any actual or potential conflict of interest between you and a competitor, supplier, distributor, or contractor to the Company, you must disclose it to your Supervisor. If an actual or potential conflict of interest is determined to exist, the Company will take such steps as it deems necessary to reduce or eliminate this conflict.

Staff are prohibited from babysitting students from The Rutherford Schoolhouse. Our teachers are childcare professionals and deserve to be treated as such and should not be viewed as babysitters by parents. We

must ensure that all children and parents at the center are treated equally. Teachers who baby-sit the same children could naturally display favoritism toward those children or parents, however unintentional. Such favoritism is unfair to the rest of the children and parents, and would be considered disruptive and unethical behavior.

We realize that some teachers enjoy babysitting and need the extra income that they earn from doing so. We encourage our teachers to babysit for families that do not attend The Rutherford Schoolhouse.

3.2 Employment Authorization Verification

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with The Rutherford Schoolhouse LLC. If you are currently employed and have not complied with this requirement or if your status has changed, inform your Supervisor.

If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Company.

3.3 Job Descriptions

The Rutherford Schoolhouse LLC attempts to maintain a job description for each position. If you do not have a current copy of your job description, you should request one from your Supervisor.

Job descriptions prepared by the Company serve as an outline only. Due to business needs, you may be required to perform job duties that are not within your written job description. Furthermore, the Company may have to revise, add to, or delete from your job duties per business needs. On occasion, the Company may need to revise job descriptions with or without advance notice to the Director.

If you have any questions regarding your job description or the scope of your duties, please speak with the Director.

3.4 New Hires and Introductory Periods

The first 90 days of your employment is considered an introductory period. During this period, you will become familiar with The Rutherford Schoolhouse LLC and your job responsibilities, and we will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the "at-will" employment relationship.

3.5 Posting of Openings

The Rutherford Schoolhouse LLC desires to promote qualified employees from within where it believes that is possible, consistent with the need to assure that all positions are staffed by highly competent individuals. New job openings generally will be posted on the bulletin board, as well as on our Internet site.

3.6 Training Program

All staff members are required to complete comprehensive Orientation Training. Credential staff and designees must complete a minimum of 20 hours of staff development per year. All other staff must complete a minimum of 12 hours of staff development per year. All staff that work with children under 2.5 years old must complete Infant/Toddler training.

4.0 Wage and Hour Policies

4.1 Attendance

The center cannot operate effectively or efficiently unless its employees can be depended upon to show up for work on a timely and consistent basis. The Rutherford Schoolhouse depends upon each employee, and when one person is absent, a replacement must be found for the day. Thus, absenteeism has a particularly disruptive effect on both the Center and the children. **Employees who take excessive time off or abuse the benefits of paid time off are subject to discipline, up to and including termination.**

Employees requesting leave related to any medical condition concerning the employee or family members will be required to provide a physician's statement verifying the condition, the beginning and expected ending date of the requested leave, the need for the leave must be clearly stated, and the estimated time required prior to returning from leave must be outlined. This means a signed doctor's note must be provided on the day the employee returns to work.

Reminder: Foreseeable absences, i.e.- need to come in late or leave early for a specific reason that is pre-planned, need the day off completely or vacation, **MUST be requested at least 10 working days in advance. If it is not, it will automatically be denied.**

All time off requests, either personal or vacation, MUST be accompanied with a Time Off Request Form, 10 days in advance from the time you are requesting off. Time Off requests must be approved by management before you confirm your vacation/personal day plans as approval is not guaranteed.

Important Factors:

1. Requests for leave must be made in writing on the Employee Time-Off Request Form and submitted to the Director.
2. Requests will be evaluated based on several factors, including anticipated workload requirements, staffing conditions, mandatory meetings and/or training, and hardship to The Rutherford Schoolhouse operations during the proposed period of absence.
3. All requests must be approved by management in writing.
4. Requests that cannot be accommodated may be denied or deferred.
5. Completing a request form does not guarantee time off.

Calling Out Due To Illness

Absences due to illness, children's illness, or family emergencies **MUST be CALLED in to management AT LEAST**

1. For afternoon staff (anyone scheduled between 12pm or later) three hours before an employee is scheduled to work. A text message will not be accepted as a call out!
2. Opening staff (anyone scheduled between 7-10am) are required to call in between the hours of 4:00 p.m. to 6:00 p.m. the day prior.
3. If you do not adhere to these guidelines, you will be considered a no call no show for your shift which can result in termination.
4. Non-Director Administrative positions report both to the Center Director and Owner.

The following are not acceptable and could be cause for immediate termination:

- ☐ Leaving a message on the voicemail at The Rutherford Schoolhouse
- ☐ Calling or texting a co-worker
- ☐ Texting or leaving a voicemail for the Director (without talking to them directly on the phone)

It is your responsibility to notify your Director personally BEFORE your starting time. Failure to call in

personally to report absences or lateness is a violation of Center rules, and the absence or tardy will be considered unauthorized. Calls from friends or relatives on your behalf will not be accepted as an authorized notice of absence or lateness; you may be required to submit evidence verifying the reason for your absence or lateness. Failure to provide the requested documentation will result in discharge.

- Employees are asked to limit their absences for illnesses to occasions when they are too ill to perform their duties, or the illness is contagious.
- Employees with children needing care are encouraged to have alternative, back-up childcare arrangements made for their children to help eliminate absences due to childcare needs.
- Car trouble is not considered an emergency. Please arrange for a ride with a friend or family member if the problem arises.

Please Note: All absences will be monitored. Excessive absences or patterns of absence that begin to occur will be addressed by the Director and could be grounds for termination. It is important to understand that when we are short on staff, it is not only stressful on the other staff members but affects the children as well. We have developed a policy that allows employees to take time off for legitimate reasons when necessary. This policy is also designed to address employees whose absences become excessive.

In Addition

- Staff are required to attend the regularly scheduled staff meetings and training courses. If you do not attend staff meetings and trainings, it will be considered a no call/no show and appropriate sanctions will be taken.
- Agendas for these staff meetings and trainings will be kept on file for licensing to review.
- Staff will be paid for the time they spend at the mandatory staff trainings and meetings.

The Rutherford Schoolhouse expects each member of the staff to conduct themselves in a professional manner as a mature adult, respecting each member's contributions. Comments and complaints should be made to the Director. Remember that employment, family records, and conduct at the center are confidential.

Without a doubt, working in a childcare environment can sometimes be very stressful. Please let the Director know if a situation arises where time is needed to regroup. The Rutherford Schoolhouse strives to be sensitive to the needs of its employees and will try to make arrangements to accommodate an over-stressed staff member. Simply walking out and not returning from break leaves co-workers in a bind, but even more important, the children who are left are the ones who suffer. Any employee who chooses to walk off the job or simply does not return after leaving for break and/or lunch, will be reported to Child Care Licensing for NEGLECTFUL SUPERVISION. This action results in the employee's inability to work in childcare again. Also, the employee's last paycheck will be mailed to the employee. The employee may not return to The Rutherford Schoolhouse premises. This also applies to employees who simply do not show up for work and do not call or give notice of their decision to quit. **If any employee plans to terminate employment with The Rutherford Schoolhouse, a two-week written notice is required.**

4.2 Direct Deposit

The Rutherford Schoolhouse LLC requires employees to enroll in direct deposit. Direct Deposit forms will be handed out at orientation.

4.3 Employment Classifications

The Company designates all employees as either exempt or nonexempt in compliance with applicable federal, state, and local law:

- **Exempt Employees.** Exempt employees are generally paid a fixed salary and are not entitled to overtime pay.
- **Nonexempt Employees.** Nonexempt employees are entitled to minimum wage and overtime pay.

The Company also assigns each employee to one of the following categories:

- **Regular Full-Time Employees.** Regular full-time employees are normally scheduled to work at least 35 hours per workweek, except for approved time off.
- **Regular Part-Time Employees.** Regular part-time employees are normally scheduled to work 34 hours or less per workweek.

You will be informed of your classification, status, and responsibilities at the time of hire and at any time your classification, status, or responsibilities change. If you have a question regarding this information, contact the Director. These classifications do not alter your employment at-will status.

4.4 Job Abandonment

If you fail to show up for work or fail to call in with an acceptable reason for the absence for a period of three consecutive days, you will be considered to have abandoned your job and voluntarily resigned from The Rutherford Schoolhouse LLC.

4.5 Paycheck Deductions

The Rutherford Schoolhouse LLC is required by law to make certain deductions from your pay each pay period, including deductions for federal income tax, Social Security and Medicare (FICA) taxes, and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the information you list on your federal Form W-4 and applicable state withholding form. Permissible deductions for exempt employees may also include, but are not limited to, deductions for full-day absences for reasons other than sickness or disability and certain disciplinary suspensions. You may also authorize certain voluntary deductions from your paycheck where permissible under state law. Your deductions will be reflected in your wage statement. If you have any questions about deductions from your pay, contact your Supervisor.

The Company will not make deductions to your pay that are prohibited by federal, state, or local law. Review your paycheck for errors each pay period and immediately report any discrepancies to your Supervisor.

You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday.

The Company will not retaliate against employees who report erroneous deductions in accordance with this policy.

4.6 Posting of Work Schedules

Work schedules for the following week will be posted on Brightwheel by Thursday.

4.7 Recording Time

The Rutherford Schoolhouse LLC is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain employees. To ensure that the Company has complete and accurate time records and that employees are paid for all hours worked, nonexempt employees are required to record all working time using Brightwheel. Speak with your Supervisor for specific instructions.

You must accurately record all of your time to ensure you are paid for all hours worked, and must follow established Company procedures for recording your hours worked. Time must be recorded as follows:

- Immediately before starting your shift.
- Immediately after finishing work, before your meal period.
- Immediately before resuming work, after your meal period.
- Immediately after finishing work.
- Immediately before and after any other time away from work.

You should clock in no more than five minutes before the time you actually start working and clock out no later than five minutes after you actually stop working.

Notify the Director of any pay discrepancies, unrecorded or misrecorded work hours, or any involuntarily missed meal or break periods.

Falsifying time entries is strictly prohibited. Falsifying time entries includes working "off the clock." If you falsify your own time records, or the time records of co-workers, or if you work off the clock, you will be subject to discipline up to and including termination. Immediately report to your Supervisor or appropriate department any employee, supervisor, or manager who falsifies your time entries or encourages or requires you to falsify your time entries or work off the clock.

5.0 Performance, Discipline, Layoff, and Termination

5.1 Exit Interview

You may be asked to participate in an exit interview when you leave The Rutherford Schoolhouse LLC. The purpose of the exit interview is to provide management with greater insight into your decision to leave employment; identify any trends requiring attention or opportunities for improvement; and to assist management in developing effective recruitment and retention strategies. Your cooperation in the exit interview process is appreciated.

5.2 Open Door/Conflict Resolution Process

The Rutherford Schoolhouse LLC strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the work place to the attention of your Supervisor and, if necessary, the Director or the Owner. To help manage conflict resolution we have instituted the following problem solving procedure:

If you believe there is inappropriate conduct or activity on the part of the Company, management, its employees, vendors, customers, or any other persons or entities related to the Company, bring your concerns to the attention of your Supervisor at a time and place that will allow the person to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate Supervisor. If you have already brought this matter to the attention of your Supervisor before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to the Owner. Describe the problem, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

5.3 Outside Employment

Outside employment that creates a conflict of interest or that affects the quality or value of your work performance or availability at The Rutherford Schoolhouse LLC is prohibited. The Company recognizes that you may seek additional employment during off hours, but in all cases expects that any outside employment will not affect your attendance, job performance, productivity, work hours, or scheduling, or would otherwise adversely affect your ability to effectively perform your duties or in any way create a conflict of interest. Any outside employment that will conflict with your duties and obligations to the Company should be reported to the Director. Failure to adhere to this policy may result in discipline up to and including termination.

5.4 Pay Raises

Depending on financial health and other business factors, efforts will be made to give pay raises consistent with The Rutherford Schoolhouse LLC profitability, job performance, and the consumer price index. The Company may also make individual pay raises based on merit or due to a change of job position.

5.5 Performance Improvement

The Rutherford Schoolhouse LLC will make efforts to periodically review your work performance. The performance improvement process will take place annually, or as business needs dictate. You may specifically request that your Supervisor assist you in developing a performance improvement plan at any time.

The performance improvement process is a means for increasing the quality and value of your work performance. Your initiative, effort, attitude, job knowledge, and other factors will be addressed. You must understand that a positive job performance review does not guarantee a pay raise or continued employment. Pay raises and promotions are based on numerous factors, only one of which is job performance.

5.6 Resignation Policy

The Rutherford Schoolhouse LLC hopes that your employment with the Company will be a mutually rewarding experience; however, the Company acknowledges that varying circumstances can cause you to resign employment. The Company intends to handle any resignation in a professional manner with minimal disruption to the workplace.

Notice

The Company requests that you provide a minimum of two weeks' notice of your resignation. Provide a written resignation letter to your Supervisor. If you provide less notice than requested, the Company may deem you to be ineligible for rehire, depending on the circumstances of the notice given.

The Company reserves the right to provide you with pay in lieu of notice in situations where job or business needs warrant.

Final Pay

The Company will pay separated employees in accordance with applicable laws and other sections of this handbook.

Notify the Company if your address changes during the calendar year in which resignation occurs to ensure tax information is sent to the correct address.

Return of Property

Return all Company property at the time of separation, including key fobs. Failure to return some items may result in deductions from your final paycheck where state law allows. In some circumstances, the Company may pursue criminal charges for failure to return Company property.

5.7 Standards of Conduct

The Rutherford Schoolhouse LLC wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our employees, clients, customers, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow our rules.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including

immediate termination of employment. This policy is not intended to limit our right to discipline or discharge employees for any reason permitted by law.

Examples of inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol during working hours on Company property (including in Company vehicles), or on Company business.
- Inaccurate reporting of the hours worked by you or any other employees.
- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the Company or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.
- Taking or destroying Company property.
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment of (as defined in our EEO policy), any fellow employee, vendor, or customer.
- Disclosure of Company trade secrets and proprietary and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, trademarks, etc.) of the Company or its customers, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.
- Smoking in nondesignated areas.
- Working unauthorized overtime.
- Solicitation of fellow employees on Company premises during working hours.
- Failure to dress according to Company policy.
- Use of obscene or harassing (as defined by our EEO policy) language in the workplace.
- Engaging in outside employment that interferes with your ability to perform your job at this Company.
- Gambling on Company premises.
- Lending keys or keycards to Company property to unauthorized persons.

Nothing in this policy is intended to limit your rights under the National Labor Relations Act, or to modify the at-will employment status where at-will is not prohibited by state law.

6.0 General Policies

6.1 Nonsolicitation/Nondistribution Policy

To avoid disruption of business operations or disturbance of employees, visitors, and others, The Rutherford Schoolhouse LLC has implemented a Nonsolicitation/Nondistribution Policy. For purposes of this policy, "solicitation" includes, but is not limited to, selling items or services, requesting contributions, and soliciting or seeking to obtain membership in or support for any organization. Solicitation performed through verbal, written, or electronic means is covered by the Nonsolicitation/Nondistribution Policy.

You are prohibited from soliciting other employees during your assigned working time. For this purpose, working time means time during which either you or the employees who are the object of the solicitation are expected to be actively engaged with assigned work. You may conduct solicitations during your lunch period, coffee breaks, or other authorized nonworking time, so long as you do so when the other employees are also on nonworking time.

To avoid inappropriate litter, clutter, and safety risks, you may not distribute literature or other items that are not work related in working areas at any time. Working areas do not include break/rest areas, lunch rooms, or parking lots. Electronic distribution of materials is prohibited during work time. Literature that violates the company's equal employment opportunity (EEO) and nonharassment policies (including threats of violence), or is knowingly and recklessly false, is never permitted. Non-employees are not permitted to distribute materials on company premises at any time.

This policy is not intended to restrict the statutory rights of employees, including the right to discuss terms and conditions of employment.

Violations of this policy should be reported to your Supervisor.

6.2 Personal Appearance

Your personal appearance reflects on the reputation, integrity, and public image of The Rutherford Schoolhouse LLC. All employees are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate attire for the workplace and the work being performed. Fragrant products, including but not limited to perfumes, colognes, and scented body lotions or hair products, should be used in moderation out of concern for others with sensitivities or allergies.

The Company, in accordance with applicable law, will reasonably accommodate employees with disabilities or religious beliefs that make it difficult for them to comply fully with the personal appearance policy unless doing so would impose an undue hardship on the Company. Contact your Supervisor to request a reasonable accommodation.

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the image that The Rutherford Schoolhouse presents to parents and their children, visitors, and guests.

- Jewelry **MUST** be conservative. Long chain necklaces or pendants are strongly discouraged as they present a safety hazard to children.
- Shoes **MUST** be neat and in good repair at all items. Tennis shoes or flats are best. Open-toe or open-heel shoes are not recommended for safety reasons, (no flip flops). Bare feet are prohibited. Slippers may only be worn in the infant room as an alternative shoe covering.
- Clothing should be always clean and in good repair. You are hired to work with children and being down on the floor frequently is part of the job responsibility. Knee-length shorts or capris are allowed during the Summer Program only; they must fit loosely with no holes or lavish accessories. Clothing that allows you to interact with the children while looking professional is required.
- Hair color should be conservative in color, clean and well groomed.
- Nails **MUST** be maintained in a conservative length to prevent any unintended scratching of the children in your care and to help prevent the spread of germs or bacteria.
- All staff are **REQUIRED** to report to work wearing their The Rutherford Schoolhouse logo shirt. Two shirts are provided upon hire, and additional shirts may be purchased by the employee. Alterations to the shirt may not be made, nor may it be worn in a manner that exposes your midriff. The only permitted attire to be worn over the logo shirt is the Rutherford Schoolhouse hoodie. One hoodie will be provided to the employee upon hire.

When representing The Rutherford Schoolhouse outside of the center, employees may not wear backless, midriff or low-cut tops, short skirts, exercise clothing, tube tops, leggings, jeans, ripped pants, too tightly fitted clothing, or inappropriate words, pictures or logos on clothing, jean shorts, slippers, bare feet, stocking feet, bathing suits or low cut pants or shirts exposing your undergarments.

Note: Employees who report to work not appropriately dressed will be sent home and directed to return to

work in proper attire. Under such circumstances, employees will not be compensated for the time away from work. Consult your Director if you have questions as to what constitutes appropriate dress.

6.3 Personal Cell Phone/Mobile Device Use

Personal cell phones and other mobile devices (i.e. smart phones, tablets, laptops) must not interfere with your job duties or impact workplace safety and health. For this reason, all cell phones and other mobile devices should be locked inside of a staff locker.

Cell phones may only be carried on employees at specific times where a phone is needed for emergencies. For example: One teacher must carry a cell phone on them when outside on walks.

If you have a device that has a camera and/or audio/video recording capability, you are restricted from using those functions on Company property unless authorized in advance by management or when they are used in a manner consistent with your right to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).

You are expected to comply with Company policies regarding the protection of confidential and proprietary information when using personal devices.

Nothing in this policy is intended to prevent employees from engaging in protected concerted activity under the NLRA.

You will be subject to disciplinary action up to and including termination of employment for violation of this policy.

6.4 Personal Data Changes

It is your obligation to provide The Rutherford Schoolhouse LLC with your current contact information, including current mailing address and telephone number. You should also inform the Company of any changes to your tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact Payroll or the appropriate department, or person.

6.5 Social Media

At The Rutherford Schoolhouse LLC, we recognize the Internet provides unique opportunities to participate in interactive discussions and share information using a wide variety of social media. However, use of social media also presents certain risks and carries with it certain responsibilities. To minimize risks to the Company, you are expected to follow our guidelines for appropriate use of social media.

This policy applies to all employees who work for the Company.

Guidelines

For purposes of this policy, **social media** includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether associated or affiliated with the Company, as well as any other form of electronic communication.

Company principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, you are solely responsible for what you communicate in social media. You may be personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or libelous statements against any customer, manager, owner, or employees of the Company.

Know and Follow the Rules

Ensure your postings are consistent with these guidelines. Postings that include unlawful discriminatory remarks, harassment, and threats of violence or other unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Be Respectful

The Company cannot force or mandate respectful and courteous activity by employees on social media during nonworking time. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment. Examples of such conduct might include defamatory or slanderous posts meant to harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, national origin, religion, veteran status, or any other status or class protected by law or Company policy. Your personal posts and social media activity should not reflect upon or refer to the Company.

Maintain Accuracy and Confidentiality

When posting information:

- Maintain the confidentiality of trade secrets, intellectual property, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company.
- Do not create a link from your personal blog, website, or other social networking site to a Company website that identifies you as speaking on behalf of the Company.
- Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, do not represent yourself as speaking on behalf of the Company. Make it clear in your social media activity that you are speaking on your own behalf.
- Respect copyright, trademark, third-party rights, and similar laws and use such protected information in compliance with applicable legal standards.

Using Social Media at Work

Do not use social media while on your work time.

Media Contacts

If you are not authorized to speak on behalf of the Company, do not speak to the media on behalf of the Company. Direct all media inquiries for official Company responses to the Director.

Retaliation and Your Rights

Retaliation or any other negative action is prohibited against anyone who, based on a reasonable belief, reports a possible deviation from this policy or cooperates in an investigation. Those who retaliate against others for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Nothing in this policy is designed to interfere with, restrain, or prevent employees from communications regarding wages, hours, or other terms and conditions of employment, or to restrain employees in exercising any other right protected by law. All employees have the right to engage in or refrain from such activities.

6.6 Third Party Disclosures

From time to time, The Rutherford Schoolhouse LLC may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former employees, newspapers, law enforcement agencies, and other outside persons may contact our employees to obtain information about the incident or the actual or potential lawsuit.

If you receive such a contact, you should not speak on behalf of the Company and should refer any call

requesting the position of the Company to the Director. If you have any questions about this policy or are not certain what to do when such a contact is made, contact the Director.

6.7 Workplace Privacy and Right to Inspect

The Rutherford Schoolhouse LLC property, including but not limited to lockers, phones, computers, tablets, desks, work place areas, vehicles, or machinery, remains under the control of the Company and is subject to inspection at any time, without notice to any employees, and without their presence.

You should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, your property maintained on Company premises including that kept in lockers and desks.

7.0 Benefits

7.1 Holidays

All full-time employees (Must work an average of 35 hours per week or more) are eligible to receive pay on days the center is closed for the following Holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. A full-time employee is defined as anyone who works 35 or more hours a week. All other employees are not eligible for holiday pay.

7.2 Military Leave (USERRA)

The Rutherford Schoolhouse LLC complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA; with amendments) and all applicable state law. You must submit documentation of the need for leave to your Supervisor or appropriate department. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your Supervisor of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact your Supervisor or appropriate department.

7.3 Sick Pay

Employees who have been employed with Rutherford Schoolhouse for more than 90 days,

- **who work 25 hours or more will automatically accrue 5 days, or 40 hours of sick and personal time**
- **who work less than 25 hours per week will receive 5 half days (5 hours each)**
- **who works less than 25 hours per week will accrue 1 additional hour of paid sick time for every 30 hours worked after 1,050 worked hours, up until 40 hours have been accrued.**

These 5 sick/personal days must be used between January 1st and December 31st, they will not roll over to the next year.

When calling out for a sick/personal day, sick/personal time **MUST** be used. You will no longer be able to opt out of being paid. You will automatically be paid for the day using a sick/personal day. When you have exhausted all sick/personal days, you will be required to submit a doctor's note for illness and will not be paid for the day. Personal days may or may not be approved if you have no sick/personal time to cover it. If approved, you will not be paid for the day. If you are calling out for a personal day that was not pre-approved by management and your shift can't be covered, then you are required to come in. Failure to show up will be considered a no call, no show, and may result in termination.

All new hires or employees who have worked less than 90 days as of January 1, 2023, will have access to

the 5 sick/personal days after the 90-day probation period.

All employees part and full-time are given one week or 40 hours of unpaid vacation time a year. All vacation requests must be in writing and given to the management at least two weeks prior for approval. Vacation time requests are not automatically approved. Class coverage, and staff availability will determine if vacation is approved.

A vacation binder will be kept in the management office.

7.4 Unemployment Compensation Insurance

Unemployment compensation insurance is paid for by The Rutherford Schoolhouse LLC and provides temporary income for employees who have lost their job under certain circumstances. Your eligibility for unemployment compensation will, in part, be determined by the reasons for your separation from the Company.

7.5 Vacation

All employees part and full-time are given one week of UNPAID vacation time a year. All vacation requests must be in writing and given to the management at least two weeks prior for approval. Vacation time requests are not automatically approved. Class coverage, and staff availability will determine if vacation is approved.

A vacation binder will be kept in the management office.

The Rutherford Schoolhouse LLC provides employees with paid vacation after their one year anniversary of employment at The Rutherford Schoolhouse.

Vacation is calculated according to your work anniversary year.

The amount of vacation received each year is based on your length of service and is granted in a lump sum at the beginning of each year:

- Second and third year of employment: One Week (proportion to average work schedule) annually.
- Over three years of employment: Two Weeks (proportion to average work schedule) annually.

Part-time regular employees receive vacation time in proportion to their work schedule.

Vacation granted during your first year of employment will be unpaid.

Leave Usage and Requests for Leave

Company encourages you to use your vacation time.

You must request vacation from your Supervisor as far in advance as possible. The Company will generally grant requests for vacation when possible, taking business needs into consideration. When multiple employees request the same time off, their length of employment may determine priority in scheduling vacation times.

You must take vacation in increments of at least one day.

During a Leave of Absence

Company may require you to use any unused vacation during disability or family medical leave, or any other leave of absence, where permissible under local, state, and federal law.

Carryover

You may not carry over unused vacation to the following year. Any unused vacation will be forfeited on or about your anniversary date.

Separation of Employment

Upon separation of employment for any reason, you will forfeit any earned but unused [vacation time] unless state law dictates otherwise.

7.6 Workers' Compensation Insurance

Workers' compensation is a no-fault system designed to provide benefits to all employees for work-related injuries. Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job while working at The Rutherford Schoolhouse LLC, no matter how slightly, you are to report the incident immediately to your Supervisor. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

To receive workers' compensation benefits, notify your Supervisor immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an accident report. You will be required to submit a medical release before you can return to work.

8.0 Safety and Loss Prevention

8.1 Business Closure and Emergencies

The Rutherford Schoolhouse LLC recognizes that inclement weather and other emergencies may affect your ability to get to work. In such situations, your safety is paramount.

Company Closure

Examples of emergencies when the Company may close include, but are not limited to, snowstorm or icy road conditions.

Notification

In an emergency, the Company will make every effort to notify you of the closing by BW message and phone. These notification efforts assume that you have access to electricity and internet and/or phone service.

When the Company is unable to notify you of the closure, use common sense to assess the safety and practicality of the situation. In a regional power outage, for example, the Company is likely to have no power. If there is reported flash flooding in your area, report to work only if you can make it safely.

Partial-Day Closure

If an emergency event such as inclement weather or a power outage occurs, the Company may decide to close mid-day. When the Company closes mid-day, you will be instructed to leave immediately so that the conditions do not further deteriorate and affect your ability to travel safely.

You will be paid for the hours you worked.

Notified of Closure Prior to Reporting to Work

If you are nonexempt and are notified of a closure prior to reporting to work, you will not be paid during the closure, unless state law dictates otherwise. If you are exempt, you will be paid your normal salary for the week.

If You Cannot Get to Work

Unique circumstances may affect your ability to come to work even when the Company is able to remain open. The Company recognizes that in a severe national or regional disaster, all methods of communication may be unavailable; however, you should continue to try and contact the Director, by any method possible.

Time missed under circumstances where the Company remains open and you are unable to report to work is to be used as vacation time, personal time, or is unpaid.

8.2 Drug and Alcohol Policy

The Rutherford Schoolhouse LLC is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the intent of the Company to maintain a drug and alcohol-free workplace. Being under the influence of alcohol, illegal drugs (as classified under federal, state, or local laws), or other impairing substances while on the job may pose a serious health and safety risk to others, and will not be tolerated.

Prohibited Conduct

The Company expressly prohibits employees from engaging in the following activities when they are on duty or conducting Company business or on Company premises (whether or not they are working):

- The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.
- The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the individual, or drug-related paraphernalia.
- The illegal use or abuse of prescription drugs.

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law. The Company does not discriminate against employees solely on the basis of their lawful off-duty use of marijuana. You may not consume or be under the influence of marijuana while on duty or at work. If you have a valid prescription for medical marijuana, refer to the Company Disability Accommodation policy for additional information.

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, if it does not impair your job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, inform your Supervisor if you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.

Violations

Violation of this policy may result in disciplinary action, up to and including termination of employment.

8.3 General Safety

It is the responsibility of all The Rutherford Schoolhouse LLC employees to maintain a healthy and safe work environment, report any health or safety hazards, and follow the Company health and safety rules. Failure to do so may result in disciplinary action, up to and including termination of employment. The Company also requires that all occupational illnesses or injuries be reported to your Supervisor as soon as reasonably possible and that an occupational illness or injury form be completed on each reported incident.

8.4 Workplace Violence

As the safety and security of our employees, vendors, contractors, and the general public is in the best interests of The Rutherford Schoolhouse LLC, we are committed to working with our employees to provide a work environment free from violence, intimidation, and other disruptive behavior.

Zero Tolerance Policy

The Company has a zero tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, employees, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

Prohibited Conduct

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on Company property or while performing Company business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

Reporting Incidents of Violence

Report to your Supervisor [[or appropriate department]], in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

Violations

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

Retaliation

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to your Supervisor or appropriate department.

9.0 Trade Secrets and Inventions

9.1 Confidentiality and Nondisclosure of Trade Secrets

As a condition of employment, The Rutherford Schoolhouse LLC employees are required to protect the confidentiality of Company trade secrets, proprietary information, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company. Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from management.

If you have information that leads you to suspect that employees are sharing such information in violation of this policy and/or competitors are obtaining such information, you are required to inform your Supervisor or appropriate department.

Violation of this policy may result in disciplinary action up to and including termination, and may subject the violator to civil liability.

10.0 Customer Relations

10.1 Customer, Client, and Visitor Relations

The Rutherford Schoolhouse LLC strives to provide the best products and services possible to our customers and clients. Our customers and clients support this business and generate your wages. You are expected to treat every customer, client, or visitor with the utmost respect and courtesy during your working time. You should never argue or act in a disrespectful manner towards a visitor or customer during your working time. If you are having problems with a customer, client, or visitor, notify your Supervisor immediately. If a customer, client, or visitor voices a suggestion, complaint, or concern regarding our products or services, inform your Supervisor or a member of management. Lastly, make every effort to be prompt in following up on customer, client, or visitor orders or questions. Positive customer, client, and visitor relations will go a long way to establishing our Company as a leader in its field.

New Jersey Policies

Hiring and Orientation Policies

Disability Accommodation

The Rutherford Schoolhouse LLC complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, the Company will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your Supervisor. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, the Company will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by the Company in connection with a request for accommodation will be treated as confidential.

The Company encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the Company is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

The Company will not discriminate or retaliate against employees for requesting an accommodation.

EEO Statement and Nonharassment Policy

Equal Opportunity Statement

The Rutherford Schoolhouse LLC is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age, race (including traits historically associated with race, which include, but are not limited to, hair texture, hair type, and protective hairstyles such as braids, locks, and twists), color, national origin, nationality, ancestry, creed, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), marital status, civil union status, domestic partnership status, atypical hereditary cellular or blood trait, American flag display, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Supervisor or any other designated member of management.

Policy Against Workplace Harassment

The Rutherford Schoolhouse LLC has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age, race (including traits historically associated with race, which include, but are not limited to, hair texture, hair type, and protective hairstyles such as braids, locks, and twists), color, national origin, nationality, ancestry, creed, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), marital status, civil union status, domestic partnership status, atypical hereditary cellular or blood trait, American flag display, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults, or blocking or impeding movements.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's age, race (including traits historically associated with race, which include, but are not limited to, hair texture, hair type, and protective hairstyles such as braids, locks, and twists), color, national origin, nationality, ancestry, creed, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), marital status, civil union status, domestic partnership status, atypical hereditary cellular or blood trait, American flag display, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected

by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility towards an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify Kim or any member of management.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

Religious Accommodation

The Rutherford Schoolhouse LLC is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees may request an accommodation when their religious beliefs cause a deviation from the Company dress code or the individual's schedule, basic job duties, or other aspects of employment. The Company will consider the request, but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other employees — when determining a reasonable accommodation. At no time will the Company question the validity of a person's belief.

If you require a religious accommodation, speak with your Supervisor or appropriate department.

Wage and Hour Policies

Accommodations for Nursing Mothers

The Rutherford Schoolhouse LLC will provide nursing mothers reasonable unpaid break time each day to express milk for their infant child(ren).

To ensure privacy, you will be provided a private room, other than a restroom, in close proximity to your work area to express milk. The room will be clearly designated and either have a lock or a sign on the door to indicate when the room is in use.

Expressed milk can be stored in company refrigerators, refrigerators. Sufficiently mark or label your milk to

avoid confusion for other employees who may share the refrigerator.

You are encouraged to discuss the length and frequency of these breaks with Supervisor.

Meal and Rest Periods

The Rutherford Schoolhouse LLC strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. All breaks are unpaid, and staff must clock out/in. Check with your Supervisor regarding procedures and schedules for rest and meal breaks. The Company requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your Supervisor know; in addition, notify your Supervisor as soon as possible if you were unable to or prohibited from taking a meal or rest period. All staff members working 6 hours or more expected to take a 30 minute lunch break unless discussed with Supervisor.

Overtime

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your Supervisor.

At certain times The Rutherford Schoolhouse LLC may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

Pay Period

At The Rutherford Schoolhouse LLC, the standard pay period is bimonthly for all employees. Pay dates are the 6th and 20th of each month. If a pay date falls on a holiday, you will be paid on the preceding workday. If a pay date falls on a Saturday or Sunday, you will be paid on Monday. Special provisions may be required from time to time if holidays fall on pay dates. Check with your Supervisor if this type of date arises.

Review your paycheck for accuracy. If you find an issue, report it to your Supervisor immediately.

Benefits

Family Leave Insurance

New Jersey's Family Leave Insurance (FLI) program provides eligible employees with up to 12 weeks (or up to 56 days for intermittent leave) of partial wage replacement benefits in a 12-month period during periods of unemployment for time taken:

- To care for or bond with a newborn child during the first 12 months after the child's birth. You, your domestic partner, or your civil union partner must be the baby's biological parent, or you must be the parent of the child pursuant to a valid gestational carrier agreement.
- To care for or bond with an adopted child or a child placed into foster care with you during the first 12 months after the child's placement.
- To care for a family member with a serious health condition.
- To care for a victim of domestic violence or a sexually violent offence or for a victim's family member.

- Where a state of emergency is declared by the Governor or is considered necessary by the Commissioner of Health or other public health authority, due to an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of a communicable disease, which:
 - Requires in-home care or treatment of your child due to the closure of the school or place of care, by order of a public official due to the epidemic, or other public health emergency;
 - Prompts the issuance by a public health authority of a determination, including by mandatory quarantine, requiring or imposing responsive or prophylactic measures as a result of illness caused by the epidemic or exposure because the presence of a family member for whom you provide care would jeopardize the health of others in the community; or
 - Results in the recommendation of a health care provider or public health authority that a family member for whom you provide care voluntarily undergo self-quarantine as a result of suspected exposure to a communicable disease because the presence in the community would jeopardize the health of others.

As used in this policy:

- **Family member** means your child, parent, parent-in-law, sibling, grandparent, grandchild, spouse, domestic partner, civil union partner, and any other person related by blood to you or with whom you have a close association that is the equivalent of a family relationship.
- **Child** means your biological, adopted, foster, or step child; your legal ward; or a child of your domestic partner or civil union partner. A child gained by way of a valid written contract between the parent and a surrogate (gestational carrier) is included in this definition.

To be eligible for FLI coverage you must have worked for 20 or more calendar weeks in covered New Jersey employment and meet the minimum wage requirements of the state plan.

FLI provides a monetary benefit and is financed by worker payroll deductions. The FLI program does not offer a leave entitlement, and employees taking FLI-covered leave are not guaranteed job restoration under the FLI program. [[You may use any paid sick leave, vacation time, or other leave made available by The Rutherford Schoolhouse LLC before using FLI.]]

FLI benefits may run concurrently with leave taken under the federal Family and Medical Leave Act or the New Jersey Family Leave Act where applicable.

To claim FLI benefits for leave taken to bond with a newborn or newly adopted or fostered child on a single continuous, non-intermittent basis, you must provide your Supervisor with at least 30 days' notice prior to beginning the family leave. Failure to provide this notice may result in a 14-day reduction in your maximum FLI benefits entitlement for the 12-month period, unless the need for leave time is unforeseeable or changes for unforeseeable reasons.

To claim FLI benefits for leave taken to bond with a newborn or newly adopted or fostered child on an intermittent basis, provide your Supervisor with at least 15 days' notice prior to beginning the intermittent family leave, unless the need for leave is due to an emergency or other unforeseen circumstance. You must make reasonable efforts to schedule the leave so as not to unduly disrupt the operations of the Company and, if possible, provide your Supervisor, prior to the commencement of intermittent leave, with a regular schedule of the days or days of the week on which the intermittent leave will be taken.

To claim FLI benefits for leave taken to care for a family member with a serious health condition on a continuous, non-intermittent basis, provide the Company with a reasonable amount of prior notice, unless the need for leave is due to an emergency or other unforeseen circumstance.

To claim FLI benefits for leave taken to care for a family member with a serious health condition on an intermittent basis, provide the Company with at least 15 days' notice prior to beginning the intermittent family leave, unless the need for leave is due to an emergency or other unforeseen circumstance.

The Company will not discriminate or retaliate against employees for requesting or obtaining FLI benefits.

You are responsible for filing your claim for benefits with the New Jersey Department of Labor. Eligibility for

benefits and the maximum weekly benefit are determined by the state of New Jersey. For information about FLI benefits, including eligibility requirements or to file a claim, visit the New Jersey Department of Labor and Workforce Development website (<http://www.nj.gov/labor/>).

Jury Duty Leave

The Rutherford Schoolhouse LLC encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your Supervisor as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty.

The Company reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Paid Sick Leave (Frontloading Method)

The Rutherford Schoolhouse LLC provides paid sick leave to eligible employees in accordance with New Jersey's Earned Sick Leave Law.

Eligibility

All employees who work in New Jersey are eligible for paid sick leave.

Reasons for Leave

Sick leave may be taken for the following reasons:

1. For the diagnosis, care, treatment of, or recovery from a mental or physical illness, injury, or other adverse health condition, or for your own preventative medical care;
2. To aid or care for a member of your family during diagnosis, care, treatment of, or recovery from the family member's mental or physical illness, injury, or other adverse health condition, or during the family member's preventative medical care;
3. For absences necessary due to circumstances resulting from you or a family member having been a victim of domestic or sexual violence, if the leave allows you to obtain — for yourself or the family member — medical attention needed to recover from physical or psychological injury or disability caused by domestic or sexual violence; services from a designated domestic violence agency or other victim services organization; psychological or other counseling; relocation; or legal services, including obtaining a restraining order or preparing for, or participating in, any civil or criminal proceeding related to the domestic or sexual violence;
4. Time needed in connection with your child to attend a school-related conference, meeting, function, or other event requested or required by a school administrator, teacher, or other professional staff member responsible for the child's education, or to attend a meeting regarding care provided to your child in connection with his or her health condition or disability.
5. When you are not able to work because of:
 - The closure of your workplace, the closure of your child's school or place of care, by order of a public official or because of a state of emergency declared by the Governor, due to an epidemic or other public health emergency;
 - The declaration of a state emergency by the Governor, or the issuance by a health care provider or the Commissioner of Health or other public health authority of a determination that your or your family member's presence in the community would jeopardize the health of others; or
 - During a state of emergency declared by the Governor or upon the recommendation, direction, or order of a health care provider, the Commissioner of Health, or other authorized public official that you undergo isolation or quarantine, or care for a family member in

quarantine, as a result of suspected exposure to a communicable disease and a finding by the provider or authority that you or your family member's presence in the community would jeopardize the health of others.

Family member means:

- Your child, grandchild, sibling, spouse, domestic partner, civil union partner, parent, or grandparent.
- The spouse, domestic partner, or civil union partner of a parent or grandparent.
- A sibling of your spouse, domestic partner, or civil union partner.
- Any other individual related by blood to you or whose close association with you is the equivalent of a family relationship.

Amount of Leave and Usage

Eligible employees will be provided 40 hours of sick leave at the beginning of each calendar year. For purposes of this policy, the leave year begins on January 1st and ends on December 31st.

You may begin using sick leave after you have worked for the Company for 120 days.

Compensation

You will be compensated for sick leave at your regular rate of pay.

Employees who work 25 hours or more will automatically accrue 5 days, or 40 hours of sick and personal time

Employees who work less than 25 hours per week will receive 5 half days (5 hours each), and they will accrue 1 additional hour of paid sick time for every 30 hours worked after 1,050 worked hours, up until 40 hours have been accrued.

These 5 sick/personal days must be used between January 1st and December 31st, they will not roll over to the next year.

When calling out for a sick/personal day, sick/personal time **MUST** be used. You will no longer be able to opt out of being paid. You will automatically be paid for the day using a sick/personal day. When you have exhausted all sick/personal days, you will be required to submit a doctor's note for illness and will not be paid for the day. Personal days may or may not be approved if you have no sick/personal time to cover it. If approved, you will not be paid for the day. If you are calling out for a personal day that was not pre-approved by management and your shift can't be covered, then you are required to come in. Failure to show up will be considered a no call, no show, and may result in termination.

Notice

If the need for leave is foreseeable, you must provide seven days' advance notice and make reasonable efforts to schedule the leave so that it does not unduly disrupt Company operations. If unforeseeable, provide notice as soon as practical. If known, notice should include the expected length of the absence.

Documentation

If you are absent for three or more consecutive days, you may be requested to provide reasonable documentation showing that the leave is being taken for permitted purposes. **Reasonable documentation** includes:

- For leave taken as described in bullets (1) and (2) above, documentation signed by the health care professional treating you or your family member showing the need for leave and, if possible, the number of days of leave needed.
- For leave taken as described in bullet (3), medical documentation; a law enforcement agency record or report; a court order; documentation that the perpetrator of the domestic or sexual violence has been convicted of a domestic or sexual violence offense; certification from a certified Domestic

Violence Specialist or a representative of a designated domestic violence agency or other victim services organization; or other documentation or certification provided by a social worker, counselor, member of the clergy, shelter worker, health care professional, attorney, or other professional who has assisted you or your family member in dealing with the domestic or sexual violence.

- For leave taken as described in bullet (4), a copy of the order of the public official or the determination by the health authority.

Sick leave will run concurrently with the federal Family and Medical Leave Act and/or other leaves where permitted under state and federal law.

Payment upon Termination

You will not be paid for any unused sick leave when your employment ends.

Reinstatement of Sick Leave upon Rehire

The Company will reinstate previously unused sick leave if you separate and are rehired in New Jersey within six months.

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Temporary Disability Insurance

If you are unable to work for more than seven consecutive days due to a non-work-related illness or injury, or a pregnancy-related disability, you may be eligible for temporary disability insurance (TDI) benefits. TDI provides eligible employees with up to 26 weeks of partial wage replacement benefits in a year, as specified under the law.

The cost of your TDI coverage is [[paid by the Company, shared between you and the Company through payroll deductions]].

To file a claim for benefits, contact HR or your Supervisor. You must file a claim for benefits within 30 days of becoming disabled. If you file a claim more than 30 days after the start of your disability, all or some benefits may be forfeited.

For additional information on the The Rutherford Schoolhouse LLC plan, contact HR or your Supervisor. Learn more about the New Jersey Temporary Disability Insurance law from the New Jersey Department of Labor and Workforce Development website (<http://www.nj.gov/labor/>).

Voting Leave

If your work schedule prevents you from voting on Election Day, The Rutherford Schoolhouse LLC will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your Supervisor, consistent with applicable legal requirements.

Closing Statement

Thank you for reading our handbook. We hope it has provided you with an understanding of our mission, history, and structure as well as our current policies and guidelines. We look forward to working with you to create a successful Company and a safe, productive, and pleasant workplace.

Kim Tekirian

Owner/President

The Rutherford Schoolhouse

Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the The Rutherford Schoolhouse LLC Employee Handbook (handbook) and that I have read it, understand it, and agree to comply with it. I understand that the Company has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the President of the Company. I also understand that any delay or failure by the Company to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the Company or affect the right of the Company to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized Company representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized Company representative) or a collective bargaining agreement that conflicts with the terms of this handbook, I understand that the terms of the employment agreement or collective bargaining agreement will control.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA). This handbook is not intended to violate any local, state, or federal law. No provision or policy applies or will be enforced if it conflicts with or is superseded by any requirement or prohibition contained in federal, state, or local law, or regulation. Furthermore, nothing in this handbook prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to, or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission (EEOC), National Labor Relations Board (NLRB), Securities and Exchange Commission (SEC), or any other federal, state, or local agency charged with the enforcement of any laws.

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by The Rutherford Schoolhouse LLC.

If I have any questions about the content or interpretation of this handbook, I will contact Human Resources .

Signature

Date

Print Name