



Lextended Day, Inc

Employee Handbook (Hourly and Nonexempt Employees) (MA)

Enacted January 1, 2017

ABOUT THIS HANDBOOK / DISCLAIMER

We prepared this handbook to assist you in finding the answers to many questions that you may have regarding your employment with Lextended Day, Inc. We do not expect this handbook to answer all of your questions. Your supervisor will also will be a major source of information.

Neither this handbook nor any other verbal or written communication by a management representative, is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation. Lextended Day adheres to the policy of employment at will, which permits the Company or the employee to terminate the employment relationship at any time, for any reason, with or without cause or notice.

Many matters covered by this handbook, such as benefit plan descriptions, are also described in separate Company documents. These Company documents are always controlling over any statement made in this handbook or by any member of management.

This handbook states only general guidelines. Lextended Day may, at any time, in its sole discretion, modify or vary from anything stated in this handbook, with or without notice, except for the rights of the parties to terminate employment at will.

This handbook supersedes all prior handbooks.

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1. Governing Principles of Employment

1.1 Welcome Statement

For those of you who are commencing employment with Lextended Day, Inc ("Lextended Day " or the "Company"), on behalf of Lextended Day, let me extend a warm and sincere welcome. We hope you will enjoy your work here. We are glad to have you with us.

For those of you who have been with us, thank you for your past and continued service.

I extend to you my personal best wishes for your success and happiness here at Lextended Day. We understand that it is our employees who provide the services that our families rely upon, and who will grow and enable us to create new opportunities in the years to come.

Sincerely,

Heather Hartshorn, Executive Director Lextended Day

1.2 Equal Employment Opportunity

Lextended Day is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, creed, color, religion, alienage or national origin, ancestry, citizenship status, age, disability or handicap, sex, marital status, veteran status, sexual orientation, genetic information, arrest record, or any other characteristic protected by applicable federal, state or local laws. Our management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and general treatment during employment.

The Company will endeavor to make a reasonable accommodation to the known physical or mental limitations of qualified employees with disabilities unless the accommodation would impose an undue hardship on the operation of our business. If you need assistance to perform your job duties because of a physical or mental condition, please let your supervisor know.

The Company will endeavor to accommodate the sincere religious beliefs of its employees to the extent such accommodation does not pose an undue hardship on the Company's operations. If you wish to request such an accommodation, please speak to the Executive Director.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of their supervisor. Note: If your supervisor is the person toward whom the concern is directed, you should contact the Executive Director. The Company will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. To ensure our workplace is free of artificial barriers, violation of this policy will lead to discipline, up to and including discharge. All employees must cooperate with all investigations.

1.3 Introductory Period

The first 90 days of your employment is an introductory period. This is an opportunity for the Company to evaluate your performance. It also is an opportunity for you to decide whether you are happy being

employed by the Company. The Company may extend the introductory period if it desires. Completion of the introductory period does not alter an employee's at-will status.

You are not eligible for paid or unpaid leave during this time.

1.4 Punctuality and Attendance

You were hired to perform an important function at Lextended Day. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, your attendance and punctuality are very important. Unnecessary absences and lateness are expensive, disruptive and place an unfair burden on your fellow employees potentially cause the program to fail to meet the state mandated ratios. We expect excellent attendance from each of you. Excessive absenteeism or tardiness will result in disciplinary action up to and including discharge.

We do recognize, however, that there are times when absences and tardiness cannot be avoided. In such cases, you are expected to notify your Supervisor as early as possible, but no later than the start of your work day. Asking another employee, friend or relative to give this notice is improper and constitutes grounds for disciplinary action. Please call, stating the nature of your illness and its expected duration, every day that you are absent. Emailing or texting are not considered adequate notice.

As stated in the offer letter that all employees signed and returned,

Your attendance is essential to a high functioning after school program. Lextended Day must meet strict student teacher ratios and provide a consistent environment for our students. There is no provision for any sort of leave during the school year with the exception of sick leave.

Your knowledge of individual children's needs, including allergies or other behavior modification strategies, are important to the program. The quality of care is jeopardized when a teacher assigned to a group or activity is absent. As illness and medical absences cannot be helped (and can and should occur), planned absences are problematic.

If you are requesting leave, you must fill the appropriate form and return it to your site director, he or she will look at the needs of the whole program and let you know of the decision within 2 weeks. Unapproved absences of three consecutive work days generally will be considered a voluntary resignation of your employment with the Company.

2. Employment Process

Employees must provide the Site Directors with a completed authorization form for a Criminal Offenders Records Investigation upon hire. Employment will not begin or be finalized until CORI results have been received.

Employees must also provide the program with the following documentation prior to their first day of employment:

- Documentation of health requirements
- All forms required by E.E.C.

If after 2 weeks an employee has not provided the program office with documentation, Lextended Day reserves the right to suspend such employee without pay until the documentation is provided.

2.1 Orientation

All staff will be required to attend up to orientation annually. Staff who are hired after the group orientation has been held will have an orientation meeting with the Site Director prior to starting work. The meeting will cover all policies and procedures discussed in the group orientation and discuss appropriate curriculum and assignments for activity planning.

2.2 Training

All employees are to provide evidence of certification in a basic first aid course or to obtain such certification within 3 months of hire. Lextended Day will reimburse the cost of first aid courses for its employees. All full-time employees and staff regularly scheduled to work in the gym must provide evidence of certification in cardiopulmonary resuscitation. Lextended Day will reimburse the cost of CPR courses.

When Lextended Day offers training, it is highly recommended that you attend. The Department of Early Education and Child Care requires all school age child care staff to obtain training specific to school age child care annually. Training requirements are based on the number of hours employees are scheduled to work each week during program operating hours.

- 5 hours of training for employees working less than 10 hours per week;
- 12 hours of training for employees working more than 10 hours but less than 20 hours per week;
- 20 hours of training for those employees working more than 20 hours per week.

The program will pay for the cost of training as long as it has been approved in writing by the Executive Director. Employees may take part in training programs during regular work hours or on their own time. If staff attend a training on their own time, staff may be compensated or given personal time if approved by the Executive Director.

3. Working Hours and Schedule

Lextended Day follows the Lexington Public Schools' calendar. All employees are expected to be available for work throughout the school year.

Lextended Day will not operate on days when the Lexington Public Schools are closed due to weather conditions. It is the responsibility of the staff to listen to local broadcasts for this information.

Employees are to make every effort to attend the functions held for enrollees and their families.

There may be staff meetings and trainings to include all sites. All staff members are expected to attend. Hourly staff will be compensated at their hourly rate. Employees must attend meetings called in order to develop a curriculum and to keep informed of the needs of individual children.

All employees are entitled to a paid break if they are scheduled to work with the children six or more hours in one day. The break schedule is as follows:

3.1 Hours Worked Break Schedule

- 5 hours 10 minutes
- 6 – 7 hours 20 minutes paid or 30 unpaid

- 8 hours 30 minutes

3.2 Timekeeping Procedures

Employees must record their actual time worked for payroll and benefit purposes. Hourly employees must record the time work begins and ends, as well as the beginning and ending time of any departure from work for any non-work-related reason, and unpaid breaks in the system as prescribed by management.

Altering, falsifying or tampering with time records is prohibited and subjects the employee to discipline, up to and including discharge. It is your responsibility to enter your time record as a certification of the accuracy of all time recorded. Any errors in your time record should be reported immediately to your Supervisor, who will attempt to correct legitimate errors.

Hourly employees may not start work until their scheduled starting time. Employees who have availability on non-scheduled days should check with their Site Director. If additional help is needed on site, the Site Director will let the employee know, in writing, that they may work additional days.

3.3 Overtime

Any non-exempt employee who works overtime will be compensated at the rate of one and one-half times (1.5) his/her normal hourly wage for all time worked in excess of forty (40) hours each week, unless otherwise required by law. Employees may work overtime only with prior written authorization.

For purposes of calculating overtime for non-exempt employees, the workweek begins at 12 a.m. on Monday and ends 168 hours later at 12 a.m. on the following Monday.

3.4 Your Paycheck

You will be paid bi-weekly (every 2 weeks) for all the time you have worked during the past pay period.

Your payroll stub itemizes deductions made from your gross earnings. By law, the Company is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions also may include any court-ordered garnishments. Your payroll stub will also differentiate between regular pay received and overtime pay received.

If you believe there is an error in your pay, bring the matter to the attention of the Executive Director immediately so the Company can resolve the matter quickly and amicably.

Employees can access pay information on www.MyADPResource.com or by contacting the Employee Service Center at 800-416-6131 or ESC.Resource@adp.com.

3.5 Direct Deposit

Lextended Day strongly encourages employees to use direct deposit. Authorization forms and setup can be completed within the ADP Resource Employee Self-Service Portal at www.MyADPResource.com.

3.6 Planning time

Staff who plan activities may be given some compensation for curriculum planning and to fulfill professional responsibilities outside of work hours. Such compensation is based on an individual's position and activity schedule. Staff will be informed upon hire of the amount of compensation allocated for his or her position. You will be asked to report on what activities you have planned.

3.7 Performance Review

Lextended Day endeavors to review your performance annually. However, please understand that a positive performance evaluation does not guarantee an increase in salary, a promotion, or continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of management.

In addition to these formal performance evaluations, the Company encourages you and your supervisor to discuss your job performance on a frequent and ongoing basis.

4. Benefits

4.1 Holiday Pay

Staff who work only during the school year, and are scheduled to work on the day that falls on a holiday, and who regularly work more than 7 hours per week, will receive compensation for the following holidays.

Staff must be employed for 75 days before they are eligible for paid holidays. Employment starts from the first day of work with the children at the site. To be eligible for paid holiday leave, employees can not have any absences in the current or previous pay period (with the exception of verified sick time).

Paid Holidays include

- Columbus Day
- Veteran's Day
- Rosh Hashanah
- Thanksgiving Day
- Day after Thanksgiving
- Martin Luther King Day
- Good Friday
- Memorial Day
- Emergency school closure days (up to 3 per year)
- December Break (paid for up to 19 hours or your normal schedule.

Time on these days is credited at 3.25 or 6.25 hours (or less if you are normally scheduled for less time).

All staff are entitled to take unpaid leave during the school year for religious observations.

4.2 Extended Day Enrollees

Employees with children who meet the requirements of Lextended Day enrollees may enroll their children in the program during their scheduled work hours for 50% of the current tuition charge.

4.3 Workers' Compensation

On-the-job injuries are covered by our Workers' Compensation Insurance Policy, which is provided at no cost to you. If you are injured on the job, no matter how slightly, report the incident immediately to your supervisor. Failure to follow Company procedures may affect your ability to receive Workers Compensation benefits.

This is solely a monetary benefit and not a leave of absence entitlement. Employees who need to miss work due to a workplace injury must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

4.4 Employee Assistance Program

Lextended Day provides an employee assistance program for employees. This program offers qualified counselors to help you cope with personal problems you may be facing. Further details can be obtained by contacting an EAP counselor at (888) 231-7015.

4.5 Earned Sick Time (Massachusetts)

Eligibility

Lextended Day provides earned sick time to all employees whose primary place of work is in Massachusetts, regardless of the location where the work is performed. For employees whose primary place of work is in Massachusetts who are eligible for sick time under the general Paid Sick Time policy and/or any other applicable sick time/leave ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Paid Sick Time policy and/or any other applicable sick time/leave ordinance.

Accrual

Employees begin accruing earned sick at the start of employment. Eligible employees will accrue one (1) hour of earned sick time for every thirty (30) hours worked, up to a maximum accrual of forty (40) hours each calendar year. Exempt employees are assumed to work forty (40) hours in each workweek unless their normal workweek is less than forty (40) hours, in which case sick time accrues based upon that normal workweek. For purposes of this policy, the calendar year is the consecutive 12-month period beginning August 1st and ending on July 31st.

Usage

Employees may begin using accrued earned sick time on the 90th day of employment. Earned sick time may be used in minimum increments of one (1) hour. An employee may not use more than forty (40) hours of earned sick time in any calendar year.

Employees may use earned sick time for the following reasons:

- to care for the employee's child (which includes a biological, adopted, or foster child, stepchild, legal ward, or child of a person standing in loco parentis), spouse (as defined by the marriage laws of the commonwealth, which includes a partner in a same-sex marriage), parent, or parent of a spouse, who is suffering from a physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care;
- care for the employee's own physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care; to attend the employee's routine medical appointment or a routine medical appointment for the employee's child, spouse, parent, or parent of spouse; to address the psychological, physical or

legal effects of domestic violence; or for travel to and from an appointment, a pharmacy, or other location related to the purpose for which earned sick time was taken.

Earned sick time may not be used as an excuse to be late for work if the lateness is not related to one of the reasons described above. Additionally, employees may not accept a specific shift assignment with the intention of calling out sick for all or part of the shift.

Use of earned sick time will, if applicable, run concurrently with time off provided under the FMLA, the Massachusetts Parental Leave Act, the Massachusetts Domestic Violence Leave Act, or the Massachusetts Small Necessities Leave Act, if applicable.

Notice and Documentation: Employees must comply with the Extended Day's attendance and call-in policy when providing notice. Employees must make a good faith effort to provide notice of this need to use earned sick time if the need is foreseeable. Specifically, if an employee's need for the use of earned sick time is due to a pre-scheduled or foreseeable absence, seven (7) days advance notice to supervisor is required. If an employee anticipates a multi-day absence from work, employees must provide notification of the expected duration of the leave, or, if unknown, must provide notification on a daily basis, unless the circumstances make such notice unreasonable. If an employee's need for the use of earned sick time is unforeseeable, notice must be provided as soon as is practicable under the circumstances.

When providing notice or reporting an absence for a covered purpose, employees are not required to explicitly reference earned sick time but the Company may, in accordance with applicable laws regarding privacy and confidentiality of medical information, review with employees the covered purposes for which earned sick time may be used.

The Company will require supporting documentation if an employee's use of earned sick time:

covers more than twenty-four (24) consecutively scheduled work hours or three (3) consecutive scheduled work days; occurs within two (2) weeks prior to an employee's final scheduled day of work before termination of employment, except in the case of temporary employees; occurs after three unforeseeable and undocumented absences within a three (3) month period for employees aged 17 and under; or occurs after four (4) unforeseeable and undocumented absences within a three (3) month period for all other employees.

Documentation signed by a health care provider indicating the need for earned sick time taken or a signed written statement from the employee evidencing the need for use of earned sick time constitute acceptable certification for sick time taken for reasons 1 through 3 above. Acceptable documentation for earned sick time taken for reason 4 can include: a restraining order or other documentation of equitable relief issued by a court of competent jurisdiction;

- a police record documenting the abuse;
- documentation that the perpetrator of the abuse has been convicted of one or more offenses where the victim was a family or household member;
- medical documentation of the abuse;
- a statement provided by a counselor, social worker, health worker, member of the clergy, shelter worker, legal advocate or other professional who has assisted the individual in addressing the effects of the abuse on the individual or the individual's family; or

- a sworn statement from the individual attesting to the abuse. An employer may not require that the documentation explain the nature of the illness or the details of the domestic violence. Documentation can be submitted in person or by another reasonable method, including email.

The Company may also seek verification of authorized use of earned sick time from a parent or guardian if they have reasonable suspicion that an employee, age 17 or under, is misusing earned sick time, unless verification would create a health and safety risk or hardship to the employee.

Documentation must be provided within 7 days of an employee taking earned sick time, unless, for good cause shown, an employee requires more time to provide such documentation. Failure to comply with the Company's reasonable documentation requirements, without a reasonable justification, may result in the Company recouping the amount paid for earned sick time for future pay, as an overpayment. If an employee fails to provide documentation for unpaid earned sick time, the Company may also deny the future use of an equivalent number of hours of accrued earned sick time until documentation is provided.

The Company may require employees to provide a fitness-for-duty certification, a work release, or other documentation from a medical provider before returning to work after an absence during which earned sick time was used.

Payment: Earned sick time will be paid at the same hourly rate as the employee earns from his or her employment at the time the employee uses such time. Use of sick time is not considered hours worked for purposes of calculating overtime.

Carryover and Payout: An employee may carry over up to forty (40) hours of accrued, unused earned sick time under this policy to the following calendar year, but employees are subject to an accrual cap of forty (40) hours. Once the accrual cap is reached, earned sick time will stop accruing until some earned sick time is used, at which point accrual will resume, subject to the maximum annual accrual of forty (40) hours and the accrual cap of forty (40) hours. Accrued but unused earned sick time under this policy will not be paid at separation.

Enforcement and Retaliation: Employees may be subject to disciplinary action for misuse of earned sick time if they are engaging in fraud or abuse of benefits available under this policy.

The Attorney General is responsible for enforcing this law, and may obtain injunctive or declaratory relief. Employers may not interfere with, restrain, or deny the exercise of, or the attempt to exercise, earned sick time rights. Employers may not take any adverse action against an employee who opposes practices that he or she believes to be in violation of earned sick time law or because the employee supports the exercise of rights of another employee under the earned sick time law. Employees may also file an action in court to enforce their earned sick time rights.

Employees with questions regarding this policy should contact the employee's supervisor or the Executive Director.

5. General Standards of Conduct

5.1 Use of Facilities, Equipment and Property, Including Intellectual Property

Lextended Day rents space from the Lexington Public Schools. As such the care of the property is of extreme importance to the program. Lack of care of the schools equipment jeopardies our entire program's existence.

Improper, careless, negligent, destructive, or unsafe use or operation of the facility and equipment can result in discipline, up to and including discharge.

Further, the Company is not responsible for any damage to employees' personal belongings unless the employee's supervisor provided advance approval for the employee to bring the personal property to work.

Employees also are prohibited from any unauthorized use of the Company's intellectual property, such as audio and video tapes, print materials and software.

5.2 Workplace Conduct

All employees should be familiar with the program's Health Policy, as well as emergency evacuation procedures. It is the responsibility of all staff to be aware of those enrollees who have allergies, dietary restrictions, health conditions or physical limitations.

Lextended Day endeavors to maintain a positive work environment. Each employee plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on honesty, common sense and fair play.

Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all can follow. Unacceptable conduct may subject the offender to disciplinary action, up to and including discharge, in the Company's sole discretion. The following are examples of some, but not all, conduct which can be considered unacceptable:

1. Obtaining employment on the basis of false or misleading information.
2. Stealing, removing or defacing Lextended Day property or a co-worker's property, and/or disclosure of confidential business information.
3. Completing another employee's time records.
4. Violation of safety rules and policies.
5. Fighting, threatening or disrupting the work of others or other violations of Lextended Day Workplace Violence Policy.
6. Failure to follow lawful instructions of a supervisor.
7. Failure to perform assigned job duties.
8. Violation of the Punctuality and Attendance Policy, including but not limited to irregular attendance, habitual lateness or unexcused absences.
9. Gambling on Company property.
10. Willful or careless destruction or damage to Company or Town of Lexington assets or to the equipment or possessions of another employee.
11. Wasting work materials.
12. Performing work of a personal nature during working time.

13. Violation of the Solicitation and Distribution Policy.
14. Violation of Lextended Day's Harassment or Equal Employment Opportunity Policies.
15. Violation of the Communication and Computer Systems Policy.
16. Unsatisfactory job performance.
17. The unlawful or unauthorized use, abuse, solicitation, distribution, theft, possession, transfer, purchase, or sale of drugs, drug paraphernalia or alcohol by an individual anywhere on Company premises, while on Company business (whether or not on Company premises), or while representing the Company, reporting to work or remaining on duty after using drugs or alcohol in any amount that adversely affects the employee's ability to perform the functions of the job. Please refer to your Company's specific policy (if any) for additional information.
18. Any other violation of Company policy.

Obviously, not every type of misconduct can be listed. Note that all employees are employed at-will, and Lextended Day reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. The Company will deal with each situation individually and nothing in this handbook should be construed as a promise of specific treatment in a given situation. However, Lextended Day will endeavor to utilize progressive discipline but reserves the right in its sole discretion to terminate an employee at any time for any reason.

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

5.3 Use of Social Media/Cell Phones

Lextended Day respects the right of any employee to maintain a blog or web page or to participate in a social networking, Twitter or similar site, including but not limited to Facebook and LinkedIn. However, to protect Company interests and ensure employees focus on their job duties, employees must adhere to the following rules:

- **No cell phones are to be used during program time.**
- **Information about and or pictures of children and families should never be shared in any way, shape or form.**
- Site Directors (only) may with prior written consent from families and the ED may use images for program purposes.
- Employees may not post on a blog or web page or participate on a social networking, Twitter or similar site during working time or at any time with Company equipment or property.
- All rules regarding confidential and proprietary business information apply in full to blogs, web pages, social networking, Twitter and similar sites. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed in a blog, web page, social networking, Twitter or similar site.
- Whether an employee is posting something on his or her own blog, web page, social networking, Twitter or similar site or on someone else's, if the employee mentions the Company and also expresses either a political opinion or an opinion regarding the Company's actions, the poster must include a disclaimer. The poster should specifically state

that the opinion expressed is his/her personal opinion and not the Company's position. This is necessary to preserve the Company's good will in the marketplace.

Any conduct that is impermissible under the law if expressed in any other form or forum is impermissible if expressed through a blog, web page, social networking, Twitter or similar site. For example, posted material that is discriminatory, obscene, defamatory, libelous or threatening is forbidden. Company policies apply equally to employee social media usage.

Lextended Day encourages all employees to keep in mind the speed and manner in which information posted on a blog, web page, and/or social networking site is received and often misunderstood by readers. Employees must use their best judgment. Employees with any questions should review the guidelines above and/or consult with their manager. Failure to follow these guidelines may result in discipline, up to and including termination.

5.4 Inspections

Lextended Day reserves the right to require employees while on Company property, or on school property, to agree to the inspection of their persons, personal possessions and property, personal vehicles parked on Company or school property, and work areas. This includes lockers, vehicles, desks, cabinets, work stations, packages, handbags, briefcases and other personal possessions or places of concealment, as well as personal mail sent to the Company or to its clients. Employees are expected to cooperate in the conduct of any search or inspection.

5.5 Smoking

Smoking, including the use of e-cigarettes, is prohibited on all premises.

5.6 Personal Visits and Telephone Calls

During work time it is essential that you are supervising the children. Therefore, we ask that personal telephone calls and texts only be made or received after working time, or during lunch or break time. Use of your phone while supervising children is a serious impediment to adequately insuring their safety and will result in immediate disciplinary action up and to termination.

For safety and security reasons, employees are prohibited from having personal guests visit or accompany them anywhere in our facilities where children are present.

5.7 Solicitation and Distribution

To avoid distractions, solicitation by an employee of another employee is prohibited while either employee is on working time. "Working time" is the time an employee is engaged, or should be engaged, in performing his/her work tasks for Lextended Day. Solicitation of any kind by non-employees on Company premises is prohibited at all times.

Distribution of advertising material, handbills, printed or written literature of any kind in working areas of Company is prohibited at all times. Distribution of literature by non-employees on Company premises is prohibited at all times.

5.8 Confidential Company Information

During the course of work, an employee may become aware of confidential information about Lextended Day business, including but not limited to information regarding Company finances, pricing,

products, marketing strategies, suppliers, customers and potential customers. An employee also may become aware of similar confidential information belonging to the Company's clients and families. It is extremely important that all such information remain confidential, and particularly not be disclosed to our competitors. Any employee who improperly copies, removes (whether physically or electronically), uses or discloses confidential information to anyone outside of the Company may be subject to disciplinary action up to and including termination. Employees may be required to sign an agreement reiterating these obligations.

5.9 Gift Policy

As part of its conflict of interest policy, Lextended Day employees must decline to accept certain gifts, consideration or remuneration from individuals or companies that seek to do business with Lextended Day or are a competitor of it.

No employee or Family Member shall accept gifts, entertainment or other favors from any person or entity which:

- Does or seeks to do business with Lextended Day or,
- Does or seeks to compete with Lextended Day or,
- Has received, is receiving, or is seeking to receive a Contract or Transaction with Lextended Day.

Employees may accept gifts of a value less than \$50 which could not be refused without discourtesy.

5.10 Employee Health and Safety

The health and safety of employees and others on Company property are of critical concern to Lextended Day. The Company intends to comply with all health and safety laws applicable to our business. To this end, we must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on the premises, or business practice for which the Company is responsible should be brought to the attention of management immediately.

Periodically, the Company may issue rules and guidelines governing workplace safety and health. The Company may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All employees should familiarize themselves with these rules and guidelines, as strict compliance will be expected.

Any workplace injury, accident, or illness must be reported to the employee's supervisor as soon as possible, regardless of the severity of the injury or accident.

5.11 Child Abuse or Neglect

All Lextended Day staff are mandated reporters of suspected child abuse and neglect. Employees should report suspected child abuse or neglect to the Site Director. In a case where the Site Director is suspect the report should be made to the Executive Director. If the Executive Director is suspect, the report should be made to a member of the Board of Directors.

The Site Director or Board member should report suspected abuse or neglect to the EEC, pursuant to M.G.L. C.119, S. 51A.

The Site Director or a Board member must notify the EEC immediately after filing a 51A report or learning that a 51A report has been filed alleging abuse or neglect of a child while in the care of the program or during a program-related activity.

Any employee suspected of the abuse or neglect of an enrollee will go on paid leave until an investigation by the EEC is completed, and for such further time as the program requires.

Employees must at all times comply with ECC and Lextended Day policies about child safety, including but not limited to those around allergies, medication, food sharing, play space safety, among others. Failure to do so can result in disciplinary action up and to termination

5.13 Record Retention

The Company acknowledges its responsibility to preserve information relating to litigation, audits and investigations. Failure on the part of employees to follow this policy can result in possible civil and criminal sanctions against the Company and its employees and possible disciplinary action against responsible individuals (up to and including termination of employment). Each employee has an obligation to contact the Executive Director to inform them of a potential or actual litigation, external audit, investigation or similar proceeding involving the Company that may have an impact on record retention protocols.

Employment Records--In order to obtain your position, you provided us with personal information, such as your address and telephone number. This information is contained in your personnel file. Please keep your personnel file up to date by informing the Executive Director of any changes. Also, please inform the Executive Director of any changes to any required visas. Unreported changes of address, marital status, etc. can affect your withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach you in a crisis could cause a severe health or safety risk or other significant problem.

5.14 Hiring Relatives/Employee Relationships

Lextended Day permits the hiring within the program of individuals of the same family or those who have a personal relationship. However, hiring within the same site is prohibited for individuals of the same family or for those who have a personal relationship.

Consensual Romantic or Sexual Relationship

Conflict of interest also exists when there is a consensual romantic or sexual relationship in the context of employment supervision or evaluation. Therefore, no supervisor may influence, directly or indirectly, salary, promotion, performance appraisals, work assignments or other working conditions for an employee with whom such a relationship exists.

5.15 Employee Dress and Personal Appearance

You are expected to report to work well groomed, clean, and dressed according to the requirements of your position. If you report to work dressed or groomed inappropriately, you may be prevented from working until you return to work well-groomed and wearing the proper attire.

As we are often moving heavy tables and engaging in outdoor play, closed toe shoes are expected.

5.16 Publicity/Statements to the Media

All media inquiries regarding the position of the Company as to any issues must be referred to the Executive Director.

5.17 Operation of Vehicles

A valid driver's license must be in your possession while operating a vehicle off or on Lextended Day property. It is the responsibility of every employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers must demonstrate safe driving habits at all times.

5.18 Business Expense Reimbursement

Employees will be reimbursed for reasonable pre-approved approved expenses incurred in the course of business. All expenses incurred should be submitted along with the receipts in a timely manner.

Employees are expected to exercise restraint and good judgment when incurring expenses. You should contact your supervisor in advance if you have any questions about whether an expense will be reimbursed.

5.19 References

Lextended Day will respond to reference requests through the Executive Director. The Company will provide general information concerning the employee such as date of hire, date of termination, and positions held. Requests for reference information must be in writing, and responses will be in writing. Please refer all requests for references to the Executive Director.

Only the Executive Director may provide references.

5.20 If You Must Leave Us

Should you decide to leave us, we ask that you provide your supervisor with at least two (2) weeks advance notice of your departure. Your thoughtfulness will be appreciated.

All Company property including, but not limited to, keys, security cards, laptop computers, etc. must be returned at separation. Employees also must return all of the Company's Confidential Information upon separation. To the extent permitted by law, employees will be required to repay the Company (through payroll deduction, if lawful) for any lost or damaged Company property.

As noted previously, all employees are employed at-will and nothing in this handbook changes that status. Employees who resign are requested to participate in an exit interview.

6. Leaves of Absence and Breaks

6.1 Lactation Breaks

The Company will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child, in accordance with and to the extent required by applicable law. The break time, if possible, must run concurrently with rest and meal periods already provided to the employee. If the break time cannot run concurrently with rest and meal periods already provided to the employee, the break time will be unpaid, subject to applicable law.

The Company will make reasonable efforts to provide employees with the use of a room or location other than a toilet stall for the employee to express milk in private. This location may be the employee's private office, if applicable. The Company may not be able to provide additional break time if doing so would seriously disrupt the Company's operations, subject to applicable law. Please consult the Executive Director if you have questions regarding this policy.

Please advise the Executive Director if you need break time and an area for this purpose. Employees will not be discriminated against or retaliated against for exercising their rights under this policy.

6.2 Personal Leave

If you are ineligible for any other Company leave of absence, Lextended Day under certain circumstances, may grant you a personal leave of absence without pay. A written request for a personal leave should be presented to the Executive Director at least two (2) weeks before the anticipated start of the leave. If the leave is requested for medical reasons and you are not eligible for leave under the federal Family and Medical Leave Act (FMLA) or any state leave law, medical certification also must be submitted. Your request will be considered on the basis of staffing requirements and the reasons for the requested leave, as well as your performance and attendance records. Normally, a leave of absence will be granted for a period of up to four (4) weeks. However a personal leave may be extended if, prior to the end of your leave, you submit a written request for an extension and the request is granted. During your leave, you will not earn vacation, personal days or sick days. We will continue your health insurance coverage during your leave if you submit your share of the monthly premium payments to the Company in a timely manner, subject to the terms of the plan documents.

When you anticipate your return to work, please notify management of your expected return date. This notification should be made at least one week before the end of your leave.

Upon completion of your personal leave of absence, the Company will attempt to return you to your original job, or to a similar position, subject to prevailing business considerations. Reinstatement, however, is not guaranteed.

Failure to advise management of your availability to return to work, failure to return to work when notified, or your continued absence from work beyond the time approved by the Company will be considered a voluntary resignation of your employment.

6.3 Military Leave

If you are called into active military service or you enlist in the uniformed services, you will be eligible to receive an unpaid military leave of absence. To be eligible for military leave, you must provide the Executive Director with advance notice of your service obligations unless you are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable for you to provide such notice. Provided your absence does not exceed applicable statutory limitations, you will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Please ask management for further information about your eligibility for Military Leave.

If you are required to attend yearly Reserves or National Guard duty, you can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). You should give management as much advance notice of your need for military leave as possible so that we can maintain proper coverage while you are away.

6.4 Massachusetts: Domestic Abuse Leave

Employees are entitled to up to 15 days of unpaid leave from work in any 12-month period if, as defined by applicable law: (i) the employee, or a family member of the employee, is a victim of abusive behavior; (ii) the employee is using the leave from work to: seek or obtain medical attention, counseling, victim services or legal assistance; secure housing; obtain a protective order from a court; appear in court or before a grand jury; meet with a district attorney or other law enforcement official; or attend child custody proceedings or address other issues directly related to the abusive behavior against the employee or family member of the employee; and (iii) the employee is not the perpetrator of the abusive behavior against such employee's family member.

Except in cases of imminent danger to the health or safety, an employee seeking leave from work under this policy must provide to the Executive Director appropriate advance notice of the leave. If there is a threat of imminent danger to the health or safety of the employee or the employee's family member, the employee is not be required to provide advanced notice of leave; provided, however, that the employee must notify the Executive Director within three (3) workdays that the leave was taken or is being taken pursuant to this policy.

Such notification may be communicated by the employee, a family member of the employee or the employee's counselor, social worker, health care worker, member of the clergy, shelter worker, legal advocate or other professional who has assisted the employee in addressing the effects of the abusive behavior on the employee or the employee's family member.

If an unscheduled absence occurs, no negative action will be taken against the employee if the employee provides any of the documentation described in (1) to (7) below within 30 days from the unauthorized absence or within 30 days from the last unauthorized absence in the instance of consecutive days of unauthorized absences.

Employees must provide documentation that the employee or employee's family member has been a victim of abusive behavior and that the leave taken is consistent with this policy. However, an employee will not be required to show evidence of an arrest, conviction or other law enforcement documentation for such abusive behavior. Employees must provide such documentation within a reasonable period after the Executive Director requests documentation relative to the employee's absence. An employee may satisfy this documentation requirement by providing any of the following documents:

1. A protective order, order of equitable relief or other documentation issued by a court of competent jurisdiction as a result of abusive behavior against the employee or employee's family member.
2. A document under the letterhead of the court, provider or public agency which the employee attended for the purposes of acquiring assistance as it relates to the abusive behavior against the employee or the employee's family member.
3. A police report or statement of a victim or witness provided to police, including a police incident report, documenting the abusive behavior complained of by the employee or the employee's family member.
4. Documentation that the perpetrator of the abusive behavior against the employee or family member of the employee has: admitted to sufficient facts to support a finding of guilt of abusive behavior; or has been convicted of, or has been adjudicated a juvenile delinquent by

reason of, any offense constituting abusive behavior and which is related to the abusive behavior that necessitated the leave under this section.

5. Medical documentation of treatment as a result of the abusive behavior complained of by the employee or employee's family member.

6. A sworn statement, signed under the penalties of perjury, provided by a counselor, social worker, health care worker, member of the clergy, shelter worker, legal advocate or other professional who has assisted the employee or the employee's family member in addressing the effects of the abusive behavior.

7. A sworn statement, signed under the penalties of perjury, from the employee attesting that the employee has been the victim of abusive behavior or is the family member of a victim of abusive behavior.

Information related to the employee's leave under this policy will be kept confidential and will not be disclosed, except to the extent that disclosure is: (i) requested or consented to, in writing, by the employee; (ii) ordered to be released by a court of competent jurisdiction; (iii) otherwise required by applicable federal or state law; (iv) required in the course of an investigation authorized by law enforcement, including, but not limited to, an investigation by the attorney general; or (v) necessary to protect the safety of the employee or others employed at the workplace.

An employee seeking leave under this policy must exhaust all annual or vacation leave, personal leave and sick leave available to the employee, prior to requesting or taking leave under this policy, unless otherwise provided by the Executive Director.

The Executive Director will not coerce, interfere with, restrain or deny the exercise of, or any attempt to exercise, any rights provided under this policy or to make leave requested or taken hereunder contingent upon whether or not the victim maintains contact with the alleged abuser. The Executive Director will not discharge or in any other manner discriminate against an employee for exercising the employee's rights under this policy. The taking of leave under this policy will not result in the loss of any employment benefit accrued prior to the date on which the leave taken under this policy commenced. Upon the employee's return from such leave, to the extent required by applicable law, the employee will be entitled to restoration to the employee's original job or to an equivalent position.

6.5 Massachusetts: Parental Leave

Extended Day provides unpaid maternity leave for eligible employees in accordance with state law. Employees who either have completed their introductory period or, if there is no introductory period, have been employed on a full-time basis for at least three (3) consecutive months are eligible for leave. Eligible employees generally are entitled to up to eight (8) weeks of unpaid maternity leave for the purpose of giving birth or adopting a child under the age of 18 (or adopting a person under the age of 23 if that person has a physical or mental disability) or for placement of a child with the employee pursuant to a court order.

An employee who either has multiple births or adopts more than one child at the same time is entitled to eight (8) weeks of leave for each child. If two employees seek to take parental leave in connection with the same child, then they shall only be entitled to a total of eight (8) weeks of parental leave in the aggregate for the birth or adoption of that child.

Employees must provide at least two (2) weeks' notice of the intended departure date for leave, and notice of the intention to return to work.

State maternity leave runs concurrently with Family and Medical Leave (if applicable) unless otherwise required by law. Employees may use accrued paid time.

6.6 Voting Leave

In the event an employee does not have sufficient time outside of working hours to vote in a statewide election, if required by state law, the employee may take off enough working time to vote. Such time will be paid if required by state law. This time should be taken at the beginning or end of the regular work schedule. Where possible, your immediate Supervisor or the Executive Director should be notified at least two days prior to the voting day off for this purpose.

6.7 Federal: Family and Medical Leave (FMLA)

The Leave Policy

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA). This policy provides employees information concerning FMLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA leave, they should contact the Executive Director.

I. Eligibility: FMLA leave is available to "eligible employees." To be an "eligible employee," an employee must: 1) have been employed by a covered Company* for at least 12 months (which need not be consecutive); 2) have been employed by the Company for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

*Note a covered Company is one which has employed 50 or more employees for at least 20 workweeks in the current or preceding calendar year,

II. Entitlements: The FMLA provides eligible employees with a right to leave, applicable health insurance benefits and, with some limited exceptions, job restoration. The FMLA also entitles employees to certain written notices concerning their potential eligibility for and designation of FMLA leave.

A. Basic FMLA Leave Entitlement: The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined based on the 12 month leave period concurrent with the organization's fiscal year. Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the employee's child after birth or placement for adoption or foster care;
- To care for the employee's spouse, son, daughter or parent (but not in-law) who has a serious health condition;
- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job; and/or
- Because of any qualifying exigency arising out of the fact that an employee's spouse, son, daughter or parent is a covered military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active

duty) in the Reserves component of the Armed Forces in support of contingency operations or Regular Armed Forces for deployment to a foreign country. This leave also is available for family members of active duty service members.

A serious health condition is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

B. Additional Military Family Leave Entitlement (Injured Servicemember Leave)

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered servicemember is entitled to take up 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. Leave to care for a servicemember shall only be available during a single-12 month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember.

A "covered servicemember" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces." Covered servicemembers also include a veteran who is discharged or released from military services under condition other than dishonorable at any time during the five years preceding the date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. These individuals are referred to in this policy as "covered veterans."

The FMLA definitions of a "serious injury or illness" for current Armed Forces members and covered veterans are distinct from the FMLA definition of "serious health condition" applicable to FMLA leave to care for a covered family member.

C. Intermittent Leave and Reduced Leave Schedules

FMLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees also are entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered servicemember.

D. No Work While on Leave

The taking of another job while on family/medical leave or any other authorized leave of absence is grounds for immediate termination, to the extent permitted by law.

E. Protection of Group Health Insurance Benefits

During FMLA leave, eligible employees are entitled to receive group health plan coverage (if applicable) on the same terms and conditions as if they had continued to work.

F. Restoration of Employment and Benefits

At the end of FMLA leave, subject to some exceptions including situations where job restoration of "key employees" will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Company will notify employees if they qualify as "key employees," if it intends to deny reinstatement, and of their rights in such instances. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave.

G. Notice of Eligibility for, and Designation of, FMLA Leave

Employees requesting FMLA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) the Company's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

The Company may retroactively designate leave as FMLA leave with appropriate written notice to employees provided the Company's failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA protection, the Company and employee can mutually agree that leave be retroactively designated as FMLA leave.

III. Employee FMLA Leave Obligations

A. Provide Notice of the Need for Leave

Employees who take FMLA leave must timely notify the Company of their need for FMLA leave. The following describes the content and timing of such employee notices.

1. Content of Employee Notice

To trigger FMLA leave protections, employees must inform the Executive Director of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA leave specifically, or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA-qualifying. For example, employees might explain that:

- a medical condition renders them unable to perform the functions of their job;
- they are pregnant or have been hospitalized overnight;
- they or a covered family member are under the continuing care of a health care provider;

- the leave is due to a qualifying exigency cause by a covered military member being on active duty or called to active duty status; or
- if the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered servicemember with a serious injury or illness.

Calling in "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to the Company's questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for FMLA leave, the leave may be denied. When employees seek leave due to FMLA-qualifying reasons for which the Company has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

2. Timing of Employee Notice

Employees must provide 30 days' advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Company notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules

When planning medical treatment, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of an employee's health care provider. Employees must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the employees, subject to the approval of an employee's health care provider. If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Company may require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the Company may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise the Company of the reason why such leave is medically necessary. In such instances, the Company and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the Company's operations, subject to the approval of the employee's health care provider.

C. Submit Medical Certifications Supporting Need for FMLA Leave (Unrelated to Requests for Military Family Leave)

Depending on the nature of FMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA-qualifying leave. As described below, there generally are three types of FMLA medical certifications: an initial certification, a recertification and a return to work/fitness for duty certification.

It is the employee's responsibility to provide the Company with timely, complete and sufficient medical certifications. Whenever the Company requests employees to provide FMLA medical certifications, employees must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite an employee's diligent, good faith efforts. The Company shall inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. The Company will deny FMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, the Company (through individuals other than an employee's direct supervisor) may contact the employee's health care provider to authenticate or clarify completed and sufficient medical certifications. If employees choose not to provide the Company with authorization allowing it to clarify or authenticate certifications with health care providers, the Company may deny FMLA leave if certifications are unclear.

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient FMLA medical certifications.

1. Initial Medical Certifications

Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Company has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the employee.

2. Medical Recertification

Depending on the circumstances and duration of FMLA leave, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

3. Return to Work/Fitness for Duty Medical Certifications

Unless notified that providing such certifications is not necessary, employees returning to work from FMLA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide the Company medical certification confirming they are able to return to work and the employees' ability to perform the essential functions of the employees' position, with or without reasonable accommodation. The Company may delay and/or deny job restoration until employees provide return to work/fitness for duty certifications.

D. Submit Certifications Supporting Need for Military Family Leave

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the active duty or call to active duty status of a covered military member, the Company may require employees to provide: 1) a copy of the covered military member's active duty orders or other documentation issued by the military indicating the covered military member is on active duty or call to active duty status and the dates of the covered military member's active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different active duty or call to active duty status of the same or a different covered military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the Company may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

E. Reporting Changes to Anticipated Return Date & Periodically Concerning Intent to Return to Work

Employees must periodically in accordance with the instructions noted on the Eligibility Notice regarding their status and intention to return to work at the end of the FMLA leave period. If an employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide the Company with reasonable notice (i.e., within two business days) of the employee's changed circumstances and new return to work date. If employees give the Company unequivocal notice of their intent not to return to work, they will be considered to have voluntarily resigned and the Company's obligation to maintain applicable health benefits (subject to COBRA requirements) and to restore their positions will cease.

F. Substitute Paid Leave for Unpaid FMLA Leave

Employees must (unless the Company specifically informs employees otherwise) use any accrued paid time off while taking unpaid FMLA leave. The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA leaves and the paid time will run concurrently with an employee's FMLA/CFMLA entitlement.

Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA leave entitlement. Upon written request, the Company will allow employees to use accrued paid time off to supplement any paid disability benefits.

G. Pay Employee's Share of Health Insurance Premiums

During FMLA leave, employees are entitled to continued group health plan coverage (if applicable) under the same conditions as if they had continued to work. Unless the Company notifies employees of other arrangements, whenever employees are receiving pay from the Company during FMLA leave, the Company will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working.

If FMLA leave is unpaid, employees must pay their portion of the group health premium through a pre-pay method.

The Company's obligation to maintain health care coverage ceases if an employee's premium payment is more than 30 days late. If an employee's payment is more than 15 days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work within 30 calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave.

IV. Exemption for Highly Compensated Employees

The Company may choose not to return highly compensated employees (highest paid 10% of employees at a worksite or within 75 miles of that worksite) to their former or equivalent positions following a leave if restoration of employment will cause substantial economic injury to the Company. (This fact-specific determination will be made by the Company on a case-by-case basis.) The Company will notify you if you qualify as a "highly compensated" employee, if the Company intends to deny reinstatement, and of your rights in such instances.

V. Questions and/or Complaints about FMLA Leave

If you have questions regarding this FMLA policy, please contact the Executive Director. The Company is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their FMLA rights have been violated, they should contact the Executive Director immediately. The Company will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

VI. Coordination of FMLA Leave with Other Leave Policies

The FMLA does not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law that provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when FMLA leave is either not available or exhausted, please consult the Company's other leave policies in your Company handbook as applicable or contact Human Resources.

6.13 Massachusetts: Jury Duty Leave

Lextended Day realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. Employees are expected, however, to provide proper notice of any request to perform jury duty and verification of their service, including fees received for jury duty service.

Employees also are expected to keep management informed of the expected length of jury duty service and to report to work for the major portion of the day if excused by the court. If the required absence presents a serious conflict for management, employees may be asked to try to postpone jury duty.

The Company will pay regularly employed jurors their regular wages for the first three (3) days of jury service. Courts may excuse employers from the duty to compensate juror-employees in cases of extreme financial hardship. In such cases, the court will award the juror reasonable compensation in lieu of wages, up to \$50 a day, for the first three (3) days of juror service. Alternate jurors will receive the same payments and reimbursements from their employers and the commonwealth as jurors.

Exempt employees will be paid their full salary less jury duty fees for any week in which they performed work for the Company and missed work solely due to jury service.

6.14 Bereavement Leave

We know the death of a family member is a time when you wish to be with the rest of your family.

- A bereavement period up of 14 days for a child or spouse (paid leave for all work days which fall during that period).
- A bereavement period of up to 7 days for a parent, sibling, fiancé, mother or father-in-law, grandchild or any person with whom you live. (Paid leave for all work days which fall during that period.)
- Up to 3 days unpaid leave for all other friends or relatives

Paid leave days only may be taken on regularly scheduled, consecutive workdays following the day of death. You must inform your Supervisor prior to commencing bereavement leave. In administering this policy, the Company may require verification of death.

7 Prohibited Conduct

Threats, threatening language or any other acts of aggression or violence made toward or by any Company employee will not be tolerated. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for the purpose of domination or intimidation. To the extent permitted by law, employees and visitors are prohibited from carrying weapons onto Company premises.

7.1 Non-Harassment

It is Lextended Day's policy to prohibit intentional and unintentional harassment of any individual by another person on the basis of any protected classification including, but not limited to, race, color, national origin, disability, religion, marital status, veteran status, sexual orientation or age. The purpose of this policy is not to regulate our employees' personal morality, but to ensure that in the workplace, no one harasses another individual.

If you feel that you have been subjected to conduct which violates this policy, you should immediately report the matter to your Supervisor. If you are unable for any reason to contact this person, or if you have not received a satisfactory response within five (5) business days after reporting any incident of what you perceive to be harassment, please contact the Executive Director. Note: If your Supervisor or the Executive Director is the person toward whom the complaint is directed, you should contact another member of the management team. Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. Violation of this policy will result in disciplinary action, up to and including discharge. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. Employees who make complaints in bad faith may be subject to disciplinary action, up to and including discharge. All employees must cooperate with all investigations.

7.2 Massachusetts: Sexual Harassment Policy

It is Lextended Day's policy to prohibit harassment of any employee by any Supervisor, employee, customer or vendor on the basis of sex or gender. The purpose of this policy is not to regulate personal morality within the Company. It is to ensure that at the Company all employees are free from sexual harassment. For your information, "sexual harassment" means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or
- (b) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

While it is not easy to define precisely what types of conduct could constitute sexual harassment, examples of prohibited behavior include unwelcome sexual advances, requests for sexual favors, obscene gestures, displaying sexually graphic magazines, calendars or posters, sending sexually explicit e-mails, text messages and other verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature or sexually related comments. Depending upon the circumstances, improper conduct also can include sexual joking, vulgar or offensive conversation or jokes, commenting about an employee's physical appearance, conversation about your own or someone else's sex life, or teasing or other conduct directed toward a person because of his or her gender which is sufficiently severe or pervasive to create an unprofessional and hostile working environment.

If you feel that you have been subjected to conduct which violates this policy, you should immediately report the matter to your Supervisor. If you are unable for any reason to contact this person, or if you have not received a satisfactory response within five (5) business days after reporting any incident of what you perceive to be harassment, please contact the Executive Director. Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. Violation of this policy will result in disciplinary action, up to and including discharge. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management

or who cooperate in the investigations of such reports in accordance with this policy. Employees who make complaints in bad faith may be subject to disciplinary action, up to and including discharge. All employees must cooperate with all investigations.

While employees are encouraged to report claims internally, if an employee believes that he or she has been subjected to sexual harassment, he or she may file a formal complaint with the government agency or agencies set forth below. Using the Company's complaint process does not prohibit an employee from filing a complaint with these agencies.

The United States Equal Employment Opportunity Commission ("EEOC")

JFK Federal Building, Room 475

Boston, Massachusetts 02203

(617) 565-3200

The Massachusetts Commission Against Discrimination ("MCAD")

Boston Office:

One Ashburton Place, Room 601

Boston, Massachusetts 02108

(617) 727-3990

Springfield Office:

436 Dwight Street, Room 220

Springfield, Massachusetts 01103

(413) 739-2145

7.4 Workplace Violence

Lextended Day is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to Company and personal property.

We do not expect you to become an expert in psychology or to physically subdue a threatening or violent individual. Indeed, we specifically discourage you from engaging in any physical confrontation with a violent or potentially violent individual. However, we do expect and encourage you to exercise reasonable judgment in identifying potentially dangerous situations.

Experts in the mental health profession state that prior to engaging in acts of violence, troubled individuals often exhibit one or more of the following behaviors or signs: over-resentment, anger and hostility; extreme agitation; making ominous threats such as bad things will happen to a particular person, or a catastrophic event will occur; sudden and significant decline in work performance; irresponsible, irrational, intimidating, aggressive or otherwise inappropriate behavior; reacting to questions with an antagonistic or overtly negative attitude; discussing weapons and their use, and/or brandishing weapons in the workplace; overreacting or reacting harshly to changes in Company policies and procedures; personality conflicts with co-workers; obsession or preoccupation with a co-worker or Supervisor; attempts to sabotage the work or equipment of a co-worker; blaming others for mistakes and circumstances; demonstrating a propensity to behave and react irrationally.

Procedures for Reporting a Threat

All potentially dangerous situations, including threats by co-workers, should be reported immediately to any member of management with whom you feel comfortable. Reports of threats may be maintained confidential to the extent maintaining confidentiality does not impede our ability to investigate and

respond to the complaints. All threats will be promptly investigated. All employees must cooperate with all investigations. No employee will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy.

If the Company determines, after an appropriate good faith investigation, that someone has violated this policy, the Company will take swift and appropriate corrective action.

If you are the recipient of a threat made by an outside party, please follow the steps detailed in this section. It is important for us to be aware of any potential danger in our offices. Indeed, we want to take effective measures to protect everyone from the threat of a violent act by an employee or by anyone else.

8. Process for Amendment of Personnel Policies and Grievances

Personnel policies are composed by the Executive Director and approved by the Board of Directors.

Staff members and members of the Board can propose to create policy or to amend existing policy. Such proposals should be made to the Executive Director in writing. The Executive Director will submit proposals to the President of the Board for placement on the agenda for the next meeting of the Board.

The Executive Director will review policies at the end of each school year and any changes will be discussed with and voted on by the Board of Directors.

Grievances: An employee who has a grievance involving working conditions should submit a written statement to their immediate supervisor and the Executive Director who will make every effort to resolve the situation.

A Few Closing Words

This handbook is intended to give you a broad summary of things you should know about Lextended Day Inc. The information in this handbook is general in nature and, should questions arise, any member of management should be consulted for complete details. While we intend to continue the policies, rules and benefits described in this handbook, Lextended Day in its sole discretion, may always amend, add to, delete from or modify the provisions of this handbook and/or change its interpretation of any provision set forth in this handbook. Please do not hesitate to speak to management if you have any questions about the Company or its personnel policies and practices.

9. General Handbook Acknowledgment (Sign and Return)

This Employee Handbook is an important document intended to help you become acquainted with Lextended Day. This document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because the Company's operations may change, the contents of this Handbook may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of management.

Please read the following statements and sign below to indicate your receipt and acknowledgment of this Employee Handbook.

I have received and read a copy of Lextended Day Inc's Employee Handbook. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of the Company at any time.

I further understand that my employment is terminable at will, either by myself or the Company, with or without cause or notice, regardless of the length of my employment or the granting of benefits of any kind.

I understand that no contract of employment other than "at will" has been expressed or implied, and that no circumstances arising out of my employment will alter my "at will" status except IN AN INDIVIDUAL CASE OR GENERALLY in a writing signed by the Executive Director of the Company.

I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of the Company's Employee Handbook.

Employee's Printed Name: _____ Position: _____

Employee's Signature: _____ Date: _____

The signed original copy of this acknowledgment should be given to management - it will be filed in your personnel file.

10. Receipt of Sexual Harassment Policy (Sign and Return)

It is Lextended Day Inc's policy to prohibit harassment of any employee by any Supervisor, employee, customer or vendor on the basis of sex or gender. The purpose of this policy is not to regulate personal morality within the Company. It is to ensure that at the Company all employees are free from sexual harassment. While it is not easy to define precisely what types of conduct could constitute sexual harassment, examples of prohibited behavior include unwelcome sexual advances, requests for sexual favors, obscene gestures, displaying sexually graphic magazines, calendars or posters, sending sexually explicit e-mails, text messages and other verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature or sexually related comments. Depending upon the circumstances, improper conduct also can include sexual joking, vulgar or offensive conversation or jokes, commenting about an employee's physical appearance, conversation about your own or someone else's sex life, or teasing or other conduct directed toward a person because of his or her gender which is sufficiently severe or pervasive to create an unprofessional and hostile working environment.

If you feel that you have been subjected to conduct which violates this policy, you should immediately report the matter to your Supervisor. If you are unable for any reason to contact this person, or if you have not received a satisfactory response within five (5) business days after reporting any incident of what you perceive to be harassment, please contact the Executive Director. Note: If your Supervisor or the Executive Director is the person toward whom the complaint is directed, you should contact any member of the management team. Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. Violation of this policy will result in disciplinary action, up to and including discharge. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. Employees who make complaints in bad faith may be subject to disciplinary action, up to and including discharge. All employees must cooperate with all investigations.

I have read and I understand Lextended Day, Inc's Sexual Harassment Policy.

Employee's Printed Name: _____ Position: _____

Employee's Signature: _____ Date: _____

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.

11 Receipt of Non-Harassment Policy (Sign and Return)

It is Lextended Day Inc's policy to prohibit intentional and unintentional harassment of any individual by another person on the basis of any protected classification including, but not limited to, race, color, national origin, disability, religion, marital status, veteran status, sexual orientation or age. The purpose of this policy is not to regulate our employees' personal morality, but to ensure that in the workplace, no one harasses another individual.

If you feel that you have been subjected to conduct which violates this policy, you should immediately report the matter to your Supervisor. If you are unable for any reason to contact this person, or if you have not received a satisfactory response within five (5) business days after reporting any incident of what you perceive to be harassment, please contact the Executive Director. Note: If your Supervisor or the Executive Director is the person toward whom the complaint is directed, you should contact any member of the management team. Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. Violation of this policy will result in disciplinary action, up to and including discharge. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. Employees who make complaints in bad faith may be subject to disciplinary action, up to and including discharge. All employees must cooperate with all investigations.

Employee's Printed Name: _____ Position: _____

Employee's Signature: _____ Date: _____

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.

12. Gift Statement (Sign and Return)

I certify that I have read the policy concerning gifts, and I agree that I will not accept gifts, entertainment or other favors from any individual or entity, which would be prohibited by the above policy. Following my initial statement, I agree to provide a signed statement at the end of each calendar year certifying that I have not received any such gifts, entertainment or other favors during the preceding year.

Employee's Printed Name: _____ Position: _____

Employee's Signature: _____ Date: _____

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.