

OHANA JAMAICA LIMITED

operating as

EduJA

STAFF HANDBOOK

Training Guide, Code of Conduct & Compliance Manual
for Sales Associates, Administrative Staff & Teachers

Version 1.0

Effective Date: September 1, 2026

Approved by: George E. Morgan, President & Chief Executive Officer

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Document Control

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Revision History

Version	Date	Summary of Changes	Approved By
1.0	Sep 1, 2026	Initial issue of the handbook.	G. Morgan, CEO

How this handbook is kept current: This is a living document. It is formally reviewed at least once a year and updated whenever our policies, our product, or the law changes in a way that affects staff. Every staff member is notified when a new version is issued and, where a change is material, will be asked to re-read and re-sign the affected sections (see Part IV, §19).

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A Message from the CEO

Dear Colleague,

Welcome to Ohana Jamaica Limited and to the EduJA team. Whether you have joined us to sell and support our subscriptions, to keep our operations running smoothly behind the scenes, or to teach and mentor the students who trust us with their education, you are now part of a company built around a simple idea: that Jamaican students deserve a learning platform built specifically for them, by people who understand the Jamaican Ministry of Education curriculum and the Jamaican classroom.

That mission only works if the people behind it — you — act with consistent professionalism, protect the trust that students, parents, and guardians place in us, and treat one another and our customers with respect. This handbook exists to make our expectations clear, not to be a wall of rules for their own sake. It tells you what we stand for, what the law requires of us as a Jamaican company handling personal data, and exactly what “good” looks like in your role.

Please read this handbook in full, keep it somewhere you can refer back to, and ask questions if anything is unclear — I would rather you ask than guess. At the end of this document you will be asked to sign, confirming you have received, read, and understood it, and that you agree to comply with it, including the confidentiality obligations in Part II. That signature is required of every person who works with us, without exception.

Thank you for the work you do for our students and for this company.

Sincerely,

George E. Morgan

President & Chief Executive Officer

Ohana Jamaica Limited

PART I — ABOUT THIS HANDBOOK

1. About Ohana Jamaica Limited & EduJA

Ohana Jamaica Limited ("the Company," "Ohana Jamaica," "we," or "us") is a company registered in Jamaica in 2020 and based in Montego Bay, St. James. The Company owns and operates EduJA (eduja.org), an online learning platform built specifically for Jamaican secondary school students in Grades 7 through 12.

Unlike international platforms adapted after the fact for the Jamaican market, EduJA's lessons, practice questions, and subject coverage are built around the Jamaican Ministry of Education's National Standards Curriculum from the ground up. The platform currently covers five core subjects at every grade from 7 to 12: Language Arts, Mathematics, Integrated Science, Social Studies, and Spanish.

What EduJA offers

- Structured lessons, videos, and practice questions mapped to the MOE curriculum, each with a written explanation so a wrong answer teaches something rather than just being marked wrong.
- Direct teacher support — students can message their assigned teacher, and on eligible plans, book voice or video sessions.
- AI-assisted question drafting that speeds up how our teachers build new practice questions — every AI-drafted question is reviewed and, where needed, corrected by a qualified teacher before any student ever sees it.
- Progress tracking for students, with an optional weekly summary email for parents and guardians.

Who we serve

- Students in Grades 7–12 studying the Jamaican MOE curriculum.
- Parents and guardians who want visibility into their child's progress.
- Teachers who assign, message, and support students directly on the platform.

How the business runs

Families and students subscribe to one of several plans (Single Subject, Full Curriculum, or a Family Plan covering multiple students), paid by PayPal, bank transfer, remittance, or in person by cash. The Company's small team is organized around three functions this handbook speaks to directly: Sales (enrolling and supporting subscribers), Administration (processing payments, managing accounts, and day-to-day operations), and Teaching (delivering the curriculum and supporting students).

2. Purpose & Scope of This Handbook

This handbook sets out the standards, policies, and training every person working with Ohana Jamaica Limited on the EduJA platform is expected to know and follow. It exists to:

- Give every staff member — regardless of role — one consistent set of expectations for conduct, confidentiality, and data handling.
- Provide role-specific training for our three staff groups: Sales Associates, Administrative Staff, and Teachers.
- Document, in one place, the Company's obligations under Jamaican law (including the Data Protection Act, 2020, and Jamaican employment law) so that staff understand not just what to do, but why.
- Create a clear, signed record that every staff member has received, read, and agreed to comply with these policies.

Who this handbook applies to

- This handbook applies to every person who performs work for Ohana Jamaica Limited in connection with EduJA, regardless of title or engagement type, including:

Full-time and part-time employees

Independent contractors and freelance teachers engaged to deliver lessons, tutoring, or curriculum support

Sales associates and agents, whether salaried, commissioned, or contracted

Administrative and operations staff, including temporary or seasonal staff

Anyone granted access to the EduJA admin dashboard, teacher portal, customer data, or Company systems

Where a policy in this handbook (for example, statutory leave entitlements) applies specifically to employees and not to independent contractors, that distinction is stated in the relevant section. Where a contractor's written agreement with the Company conflicts with this handbook on a specific point, the written agreement governs that point; this handbook governs everything else, including confidentiality, data protection, and conduct, which apply to contractors in full.

3. How to Use This Handbook & Periodic Review Policy

This handbook is organized into four parts:

- **Part I — About This Handbook:** what EduJA is, who this handbook covers, and how it is maintained.
- **Part II — Company-Wide Policies:** the rules that apply to every single staff member, including our Code of Conduct, Confidentiality & Non-Disclosure obligations, Data Privacy & Protection Policy, Acceptable Use policy, Information Security basics, our Anti-Harassment & Safeguarding Policy, and our core HR policies (leave, discipline, dress code, and more).
- **Part III — Role-Specific Training:** dedicated training modules for Sales Associates, Administrative Staff, and Teachers.
- **Part IV — Compliance, Acknowledgment & Sign-Off:** a summary checklist and the signature page every staff member must complete.

Periodic review

This handbook is reviewed by Company leadership at least once every twelve (12) months, and on an ad-hoc basis whenever: (a) Jamaican law relevant to our operations changes; (b) the EduJA platform's features, data practices, or third-party service providers change in a way that affects staff duties; or (c) an incident or audit finding shows a policy needs to be strengthened or clarified.

Each review is logged in the Revision History table on the Document Control page. Where a review results in a material change — meaning a change a reasonable staff member would need to know about to do their job correctly or stay compliant — every affected staff member will be given the updated handbook (or the updated section) and asked to sign a fresh acknowledgment. Minor edits (formatting, typo fixes, clarifications that do not change a policy's substance) do not require re-signature but are still logged.

Staff are individually responsible for reading updates when notified and for raising questions about anything unclear. "I didn't read the update" is not a defense to a policy violation once the Company has issued and communicated a new version.

PART II — COMPANY-WIDE POLICIES

The policies in this Part apply to every person covered by this handbook (see §2), regardless of role. Parts III adds training and rules specific to Sales, Administration, and Teaching.

4. Code of Conduct & Professional Standards

Ohana Jamaica Limited's reputation rests on the professionalism of every person who represents it — in person, by phone, on WhatsApp, in the EduJA portal, or on social media. We expect every staff member to:

- Act honestly and with integrity in every interaction with students, parents, guardians, colleagues, and the public.
- Treat every person — students, families, colleagues, and members of the public — with courtesy and respect, regardless of their background, and without discrimination on the basis of race, colour, gender, age, religion, disability, national origin, or any other status protected by Jamaican law.
- Be punctual and reliable — for scheduled classes and calls, office hours, and internal meetings.
- Represent EduJA and its curriculum, features, and pricing honestly. Do not overstate what the platform does or guarantee academic outcomes it cannot guarantee (see §13 for sales-specific standards).
- Avoid conflicts of interest. Tell your supervisor if you, a family member, or a close associate stands to personally benefit from a Company decision you are involved in (for example, awarding a contract, approving a refund, or hiring a relative).
- Never solicit or accept gifts, cash, or favours from a student, parent, vendor, or customer in exchange for preferential treatment, a discount outside the approved schedule, or any other special consideration.
- Use good judgment and a professional tone on any social media account that identifies you as an EduJA staff member, and never post confidential Company or student information publicly.
- Comply with all applicable Jamaican laws and this handbook, and raise concerns about conduct — your own or someone else's — promptly with a supervisor.

Escalation & reporting

If you are unsure whether something is appropriate, ask before you act, not after.

If you witness or suspect a violation of this Code — by a colleague, contractor, or manager — report it to your supervisor or directly to the CEO. Reports made in good faith will not result in retaliation against the person who raised them (see §9).

5. Confidentiality & Non-Disclosure

In the course of your work you will have access to information that is sensitive, valuable, and, in many cases, legally protected. This section is a binding confidentiality and non-disclosure commitment. By signing the acknowledgment in Part IV, you agree to everything in this section as a condition of your engagement with the Company.

5.1 What counts as Confidential Information

“Confidential Information” means any non-public information you obtain, create, or have access to as a result of your work with the Company, including but not limited to:

- Personal data of students, parents, and guardians — names, contact details, dates of birth, grades, academic performance, payment and subscription history, messages exchanged on the platform, and any other data described in §6 of this handbook.
- Customer and prospect lists, sales pipelines, leads, and contact databases.

- Financial information — pricing strategy, revenue, costs, commission structures, bank details, and payment records.
- Curriculum content, lesson plans, question banks, and other instructional materials developed for or by the Company.
- Business plans, marketing strategy, vendor and partner agreements, and unreleased product features.
- Technical information — source code, system architecture, admin dashboard access, API keys, passwords, and login credentials.
- Any information the Company marks or reasonably describes to you as confidential or proprietary, whether in writing, electronically, or orally.

5.2 Your obligations

1. Use Confidential Information only for the purpose of performing your work for the Company — never for personal benefit, to benefit a third party, or to compete with the Company.
2. Do not disclose Confidential Information to anyone outside the Company — including friends, family, other businesses, or on social media — without prior written authorization from a supervisor or the CEO.
3. Do not disclose Confidential Information to colleagues who do not need it to do their own job (a “need to know” basis applies even internally).
4. Take reasonable care to prevent accidental disclosure — for example, do not discuss student or customer details where others can overhear, do not leave screens unlocked or documents visible to visitors, and do not send Confidential Information to personal email addresses, personal devices, or personal cloud storage.
5. These obligations continue after your employment or engagement with the Company ends, for as long as the information remains confidential and not publicly known through no fault of yours.
6. On separation from the Company, or at any time on request, you must return or permanently delete all Confidential Information and Company property in your possession, including files, devices, credentials, and physical documents, and confirm in writing that you have done so.

5.3 What is not covered

This obligation does not restrict you from: discussing your own wages, hours, or working conditions with coworkers or others, to the extent protected by law; reporting suspected illegal conduct to a government authority or regulator; or disclosing information that is already lawfully public through no breach of this policy.

5.4 Consequences of breach

Unauthorized use or disclosure of Confidential Information is a serious matter. It may result in disciplinary action up to and including termination of employment or engagement (see §10.7), and, particularly where student or customer personal data is involved, may expose you and the Company to legal liability, including under the Data Protection Act, 2020. The Company reserves the right to pursue all available legal remedies, including injunctive relief and damages, against any staff member who breaches this section.

6. Data Privacy & Protection Policy

Ohana Jamaica Limited is a data controller under Jamaica's Data Protection Act, 2020 (the “DPA”). We collect personal data from students, parents/guardians, and customers to run EduJA, and every staff member who touches that data — whether in a sales conversation, an admin dashboard, or a teacher's message inbox — is personally responsible for handling it correctly.

6.1 The eight data protection principles we follow

Jamaican law requires that personal data be:

Principle	What it means in practice at EduJA
1. Fair processing	We tell users what we collect and why (see our published Privacy Policy at eduja.org/privacy-policy.html), and we get consent before collecting anything not required for the service, such as analytics.
2. Specified purpose	We only use data for the purpose it was collected for — e.g., a phone number collected for parent/guardian contact is not used for unrelated marketing.
3. Data quality	We collect only what we need to run the platform, bill for it, and support the student — not more.
4. Accuracy	Staff must correct inaccurate records promptly when a customer or student reports an error.
5. Limited retention	We do not keep personal data longer than needed for the purpose it was collected, or than the law requires.
6. Respecting subject rights	Students, parents, and guardians can request access to, correction of, or deletion of their data (see §6.5).
7. Security	Appropriate technical and organizational safeguards are used to prevent unauthorized access, loss, or misuse (see §7).
8. International transfer restrictions	Personal data is only sent to service providers (see §6.3) that provide an equivalent standard of protection.

6.2 What personal data EduJA collects

Depending on how a person uses the platform, EduJA collects: full name; email address; phone number; a system-generated user ID; purchase/subscription history; messages exchanged between a student and their assigned teacher; an optional profile photo; lesson and practice progress; and, only if a visitor consents to analytics cookies, a device identifier used for Google Analytics. EduJA does not collect or store full payment card numbers — payments are handled directly by PayPal, and the Company never receives or stores card data. The complete, current list is published in our Privacy Policy at eduja.org/privacy-policy.html, which staff should be familiar with and should point customers to when asked.

6.3 Third-party service providers

The Company uses a small number of vetted service providers (“processors”) to run EduJA. Staff should know who they are, since a data subject may ask:

Provider	What it's used for
Supabase	Database hosting and account authentication
Netlify	Website and backend hosting
PayPal	Payment processing (card data never passes through EduJA)

Resend	Sending transactional/account emails
Google Analytics	Usage analytics — only if the visitor consents to analytics cookies
Groq	Powers the “Explain Further” AI study help; receives only quiz/question text, never a name, email, or account ID
Cloudflare	Spam and bot protection on web forms
Daily.co	Voice/video call infrastructure for teacher sessions — call metadata only, calls are not recorded
WhatsApp (Meta)	Only when a user chooses to contact support via WhatsApp

6.4 Special care for minors' data

Students under 13

Most EduJA students are aged roughly 12–18, but Grade 7 can include students under 13. Where a student is under 13, their account is parent/guardian-managed, consistent with our approach to the Google Play Families Policy and Jamaican data protection expectations for children's data.

- **Extra care applies:**

Never contact a student directly to obtain personal information outside the platform.

Route any account, billing, or data question involving a minor through the parent/guardian on record wherever possible.

Treat any information about a student's academic struggles, disability accommodations, or family circumstances as especially sensitive — share it only with colleagues who need it to support that student.

6.5 Access, correction & deletion requests

Students, parents, and guardians have the right to ask what personal data we hold about them, to correct it if inaccurate, and to have it deleted. Account deletion can be requested directly at eduja.org/delete-account.html. If a customer raises an access, correction, or deletion request with you directly (by phone, in person, or by message) rather than through that page, do not attempt to resolve it yourself — forward it immediately to your supervisor or the designated privacy contact so it can be handled correctly and on time.

6.6 Role-based access — “need to know”

Not everyone needs access to everything. As a rule:

- Sales staff access only the contact and enrollment information needed to support a prospective or current customer.
- Administrative staff access billing, account, and support data needed to process payments, resolve issues, and manage accounts.
- Teachers access only the academic data, messages, and booking information of students assigned to them — never another teacher's students, and never billing or payment information.
- No staff member accesses customer or student data out of curiosity, for personal reasons, or for anyone outside the Company, under any circumstances.

6.7 Reporting a suspected data breach

Report immediately — do not wait

- If you suspect personal data has been lost, accessed without authorization, sent to the wrong person, or otherwise compromised — even if you are not sure — report it to your supervisor or the CEO immediately, and in any event within 24 hours.

Jamaican law requires the Company to notify the Information Commissioner within 72 hours of becoming aware of a qualifying breach, so delay on your part directly threatens the Company's ability to comply with the law.

You will never be penalized for reporting a genuine mistake promptly. You may face disciplinary action for concealing one.

7. Acceptable Use of Company Systems & Site-Generated Data

This section governs how staff use EduJA's admin dashboard, teacher portal, customer records, and any other Company system or data generated by the site.

- **Business purposes only.** Company systems and the data in them exist to run EduJA. Do not use customer lists, leads, or student data for any personal project, side business, or purpose unrelated to your role.
- **No exporting or copying outside approved systems.** Do not download, export, print, photograph, or copy customer or student data to a personal device, personal email, USB drive, or personal cloud account (Google Drive, Dropbox, etc.). If your role requires an export for a legitimate business purpose, it must be approved in advance by a supervisor and deleted once its purpose is served.
- **No unauthorized sharing.** Do not share leads, customer lists, or account data with anyone outside the Company, including other businesses, family members, or on social media, under any circumstances.
- **Individual accounts only.** Never share your login credentials with another staff member, and never use another person's login. Each admin dashboard or teacher portal action is tied to your account and you are responsible for what happens under it.
- **AI tools.** EduJA's "Explain Further" feature uses an AI service (Grok) to help students, and AI assistance is also used to help teachers draft new practice questions faster. Staff — particularly teachers — must never publish or release AI-generated content to students without human review (see §15.4). Do not paste confidential Company or student information into any outside AI tool (ChatGPT, etc.) that is not part of the approved EduJA platform.
- **No scraping or bulk extraction.** Do not use scripts, bots, or bulk-export tools to pull data from the platform beyond what your role's normal workflow requires.
- **Company equipment and accounts.** Company-provided email, WhatsApp Business numbers, and admin accounts are for Company business. Incidental, minimal personal use of general Company equipment (e.g., checking personal email on a Company laptop) is permitted if it does not interfere with work, cost the Company money, or create security risk — but Company accounts that touch customer or student data are for business use only, with no exceptions.

8. Information Security Basics

Every staff member is part of the Company's defence against data loss and cyberattack. You are expected to:

- Use a strong, unique password for every Company account and never reuse a personal password for a Company system.
- Enable multi-factor authentication wherever the Company offers it.
- Never write down or share passwords, and never send them by email, chat, or text — including to colleagues.
- Lock your screen (or log out) whenever you step away from a device that can access Company systems, whether in the office, at home, or in public.
- Be alert to phishing — unexpected emails or messages asking you to click a link, log in, or share information. If something looks suspicious, do not click; report it to a supervisor.
- Keep the devices you use for work (whether Company-issued or personal, if permitted for your role) updated with current security patches, and use a screen lock/passcode on any phone used to access Company WhatsApp, email, or the admin/teacher portal.
- Report a lost or stolen device that has access to Company systems immediately, so access can be revoked.
- Never install unauthorized software on Company equipment, and never disable antivirus, firewall, or other security tools provided by the Company.

9. Anti-Harassment, Anti-Discrimination & Safeguarding Policy

Ohana Jamaica Limited is committed to a workplace, and a learning platform, free from harassment, discrimination, and any conduct that puts a minor at risk. This policy applies to interactions with colleagues, students, parents, and members of the public.

9.1 Zero tolerance for harassment & discrimination

Harassment — including sexual harassment, bullying, or offensive conduct or comments based on race, colour, gender, age, religion, disability, or national origin — will not be tolerated from any staff member, toward any colleague, student, parent, or member of the public. Discrimination in hiring, assignment, discipline, or any other decision on these grounds is prohibited.

9.2 Safeguarding students — this applies especially to teachers, but to everyone

Non-negotiable safeguarding rules

All communication with a student must happen through the EduJA platform (in-platform messaging, or scheduled voice/video sessions through the platform's booking system) — never through a staff member's personal phone number, personal social media, or personal email.

Never meet a student in person outside a Company-organized and parent/guardian-aware context.

Voice/video sessions must stay on-topic (academic support) and professional in tone at all times.

Never ask a student for personal information unrelated to their coursework, and never request or accept photos, gifts, or favours from a student.

If a student discloses something concerning — abuse, self-harm, a safety risk, or anything that worries you — do not try to handle it alone. Report it to a supervisor or the CEO immediately, the same day if at all possible.

9.3 Reporting

Report any incident of harassment, discrimination, or a safeguarding concern to your direct supervisor or, if that is not appropriate (for example, if the supervisor is involved), directly to the CEO. Reports are treated seriously, investigated promptly, and handled as confidentially as the situation allows. The Company will not retaliate against anyone who reports a concern in good faith, and retaliation against a person who reports in good faith is itself a serious disciplinary matter.

10. Workplace Policies

The policies below apply to Company employees. Where a policy is a statutory entitlement (leave, notice, etc.), it reflects the minimum standards of Jamaican employment law current as of the effective date of this handbook; the Company's actual terms for you are set out in your individual letter of engagement or contract, which will never offer less than the statutory minimum. Independent contractors (including many of our teachers) are engaged under separate written agreements that govern hours, payment, and termination for that engagement — the statutory leave, hours, and termination-notice provisions below do not apply to a genuine independent contractor relationship, but the conduct, confidentiality, and data protection sections of this handbook (§4–§9) do.

10.1 Employment classification

Your offer letter or engagement agreement states whether you are engaged as an employee or as an independent contractor. This matters for how you are paid, taxed, and what statutory benefits apply. If you are unsure which applies to you, ask your supervisor or the CEO.

10.2 Working hours & attendance

The standard Jamaican work week is 40 hours, typically 8 hours per day. Your specific schedule (including any shift, part-time, or flexible arrangement) is set by your supervisor and stated in your engagement letter. Punctuality and reliable attendance are part of the professional standard in §4 — if you will be late or absent, notify your supervisor as early as possible, and in any event before your shift or scheduled class begins.

10.3 Overtime

Where a non-exempt employee is required to work beyond their normal scheduled hours, overtime is compensated at a minimum of one and one-half (1.5) times the normal hourly rate, consistent with Jamaican law. Overtime must be authorized in advance by a supervisor.

10.4 Leave entitlements (employees)

Type of leave	Standard entitlement
Annual/vacation leave	A minimum of 14 working days of paid annual leave per year for full-time employees, rising to 3 weeks after 10 years of continuous service, consistent with Jamaican law. Leave should be requested in advance and approved by a supervisor, taking into account operational needs (for teachers, around the school calendar).
Sick leave	In the first year, sick leave accrues at a rate of roughly 1 day per 22 days worked after 110 days of employment; after 12 months of continuous service, employees are entitled to 10 days of paid sick leave per year. A medical certificate may be required for absences beyond 2 consecutive days.
Maternity leave	Employees with at least one year of continuous service are entitled to 12 weeks (60 working days) of paid maternity leave, in accordance with Jamaican law.
Paternity leave	Eligible fathers are entitled to up to 20 working days of paid leave, to be taken within six months of the child's birth.
Public holidays	EduJA observes Jamaica's 10 official public holidays: New Year's Day, Ash Wednesday (where observed), Good Friday, Easter Monday, Labour Day, Emancipation Day, Independence Day, National Heroes' Day, Christmas Day, and Boxing Day.

10.5 Dress code & professional appearance

In the office, and on any video call with a parent, student, or customer, staff should present themselves neatly and professionally. Business-casual attire is the standard for office and administrative staff. Teachers on video calls with students should dress and set up their background as they would for an in-person class — professional, free of

distracting or inappropriate content. Sales staff meeting customers in person should dress in a manner that reflects well on the Company.

10.6 Remote & flexible work

Many EduJA roles, particularly teaching and some sales and administrative functions, are performed remotely in whole or in part. Staff approved to work remotely are expected to maintain the same standards of confidentiality (§5), data protection (§6), and information security (§8) as they would in the office — including using a private, secure internet connection, keeping devices locked when not in use, and not letting family members or others access Company systems or view confidential information on their screen.

10.7 Performance & discipline

Supervisors will provide regular feedback on performance. Where conduct or performance falls short of the standards in this handbook, the Company generally follows a progressive discipline process — though the severity of the issue determines where the process starts, and some conduct (for example, a serious breach of confidentiality, a safeguarding violation, or dishonesty) may justify immediate termination without going through each step:

1. Verbal warning and coaching, documented in your file.
2. Written warning, setting out the issue and the improvement expected.
3. Final written warning.
4. Termination of employment or engagement.

You will be given a fair opportunity to explain your side before a formal disciplinary step is taken, consistent with the principles of natural justice under Jamaican labour law.

10.8 Grievance procedure

If you have a workplace concern — about a policy, a decision, or a colleague's conduct — raise it first with your direct supervisor. If the concern involves your supervisor, or you are not satisfied with the response, you may raise it directly with the CEO. Grievances will be looked into promptly and in confidence to the extent possible.

10.9 Termination & notice

For employees, minimum statutory notice of termination (from either side, absent cause) follows length of continuous service under Jamaican law:

Length of continuous service	Minimum notice
Up to 5 years	2 weeks
5 – 10 years	4 weeks
10 – 15 years	6 weeks
15 – 20 years	8 weeks
Over 20 years	12 weeks

The Company may terminate employment without notice for cause, including a serious breach of this handbook (such as a confidentiality breach, a safeguarding violation, theft, fraud, or gross misconduct). Independent contractor engagements end according to the notice terms in the individual's written agreement.

11. Health & Safety

The Company is committed to a safe working environment, whether in our office or at a staff member's home when working remotely.

- Report any workplace hazard, accident, or injury to a supervisor immediately.
- Keep walkways and workspaces free of clutter and fire hazards.
- Staff working remotely should set up a reasonably safe and ergonomic workspace — a stable chair and desk, good lighting, and cables kept out of walkways — and are encouraged to take short breaks during long periods at a screen.
- In an emergency, prioritize personal safety first and notify the Company as soon as it is safe to do so.

12. Use of Company Equipment & Communication Channels

Where the Company provides equipment (a laptop, phone, or the EduJA WhatsApp Business line) or accounts (email, admin dashboard), that equipment and those accounts remain Company property and are provided solely to enable your work.

- All official Company business — with customers, students, parents, or vendors — should go through official Company channels (Company email, the EduJA WhatsApp Business number, or the platform's messaging system), not personal phone numbers or personal social media.
- The Company may monitor the use of Company-provided systems and accounts to the extent necessary for security, quality, and legal compliance, consistent with Jamaican law.
- Return all Company equipment, and any physical documents containing Confidential Information, promptly on request or at the end of your engagement.

PART III — ROLE-SPECIFIC TRAINING

Complete the module for your role in full. If you work across more than one function (for example, an office manager who also handles some admin support), complete every module that applies to your duties.

13. Sales Associate Training Module

13.1 Role overview

Sales Associates are usually the first point of contact between a prospective family and EduJA. Your job is to understand a family's needs, explain the product accurately, guide them through enrollment, and hand them off to Administration and, once enrolled, to their assigned Teacher — all while representing the Company honestly and protecting customer data from the first conversation onward.

13.2 Product knowledge

You are expected to know, and be able to explain clearly:

- EduJA covers Grades 7 through 12, aligned to the Jamaican Ministry of Education's National Standards Curriculum, across five core subjects: Language Arts, Mathematics, Integrated Science, Social Studies, and Spanish.
- Every practice question includes a written explanation, so students learn from a wrong answer, not just see it marked incorrect.
- Students can message their assigned teacher directly, and on eligible plans, book voice or video sessions.
- Practice content is AI-assisted in its drafting, but every question a student sees has been reviewed and, if necessary, corrected by a qualified teacher first — this is a genuine safeguard, not marketing language, and you should be able to explain it accurately if asked.
- Parents/guardians can opt into a weekly progress summary email.

13.3 Current plans (confirm live pricing before quoting)

Always confirm current pricing on eduja.org before quoting a customer

Prices are reviewed periodically and may change. The figures below are correct as of the effective date of this handbook and are a training reference, not a substitute for checking the live pricing page or your current Sales Compensation Schedule.

Plan	Covers	Type
Single Subject	One subject at one grade level — full lessons, videos, and quizzes	Monthly or annual subscription
Full Curriculum	All 5 subjects for one grade level (our most popular plan)	Monthly or annual subscription
Family Plan	Full Curriculum access for 3 students, each with their own login and grade level	Monthly or annual subscription

Annual plans are discounted relative to paying monthly. One-time service add-ons may also be available from time to time — check current offerings with your supervisor before quoting one, since these are updated periodically.

13.4 Payment methods you can offer a customer

- PayPal — self-serve checkout on the website; the customer enters their own payment details directly with PayPal. You never ask a customer for their card number, PayPal password, or any payment credential over the phone, by message, or in person — see §13.6.
- Bank transfer — the customer transfers funds to the Company's bank account and the order is confirmed by Administration once received.
- Remittance — for customers sending funds from overseas.
- Cash / in-person — a customer may pay in cash at the office; an admin confirms receipt in the system and access is activated once confirmed.

13.5 The enrollment process

1. Understand the family's needs — student's grade, subjects of interest, and whether more than one child will use the platform (a signal for the Family Plan).
2. Explain the relevant plan(s) accurately, using current pricing from the live site.
3. Direct the family to self-serve checkout for PayPal, or, for bank transfer/remittance/cash, explain the process and involve Administration to confirm payment and activate the account.
4. For any question you cannot answer confidently — technical issues, curriculum specifics beyond the overview above, or a request for a non-standard discount — escalate to a supervisor rather than guessing.
5. Once enrolled, the student is assigned a teacher and gains portal access; your role in that transaction is complete, but you remain the relationship's first point of contact for follow-up sales questions.

13.6 Handling customer data during a sale — non-negotiable

Payment data rules

Never ask a customer for their full card number, card expiry, CVV, or online banking password, by phone, message, WhatsApp, or in person. PayPal handles card data directly — EduJA and its staff never need it and must never collect it.

Collect only the contact information needed to process the enrollment (name, email, phone, grade/subject). Do not ask for information you don't need.

Do not write down or store customer information anywhere outside the Company's approved system (no personal notebooks, personal spreadsheets, or personal phone contacts with customer details).

13.7 Honest representation & advertising standards

- Describe the curriculum, features, and teacher support accurately — do not promise specific grade improvements, exam results, or guaranteed outcomes; EduJA supports learning, it does not guarantee results.
- Only offer the discounts and promotions in the current, approved Sales Compensation Schedule or promotional calendar. Do not improvise a discount to close a sale.
- Do not disparage competitors dishonestly; you may fairly compare what EduJA offers (Jamaican MOE-specific curriculum, direct teacher access) without making false claims about others.

13.8 Refunds, complaints & escalation

If a customer requests a refund, disputes a charge, or raises a complaint, do not promise a specific outcome yourself. Record the details and route the request to Administration (§14.5), which handles refund decisions and account adjustments.

13.9 Compensation

Sales compensation (whether salary, commission, or a combination) is set out in your individual offer letter and the Company's current Sales Compensation Schedule, which is reviewed periodically by management. Commission, where applicable, is paid on approved and completed enrollments per that schedule — ask your supervisor if you are ever unsure how a specific sale is credited.

13.10 Sales module checklist

- ☐ I can accurately describe EduJA's curriculum coverage, subjects, and grade levels.
- ☐ I know the current plans and where to confirm live pricing before quoting a customer.
- ☐ I know the four payment methods available and never request card or banking credentials directly.
- ☐ I know how to hand off a payment or refund question to Administration.
- ☐ I understand the honest-representation standard and will not promise guaranteed academic outcomes.
- ☐ I understand my confidentiality and data-handling obligations under §5 and §6 apply fully to every customer conversation I have.

14. Administrative Staff Training Module

14.1 Role overview

Administrative staff keep EduJA running day to day: confirming payments, managing customer accounts, handling support requests, and coordinating between Sales and Teachers. You have access to more sensitive data — including billing and payment history — than most other roles, so this module builds directly on the data protection obligations in §6.

14.2 The Admin Dashboard

- Pending Payments: bank transfer, remittance, and cash/in-person payments all land here for confirmation. Verify proof of payment (bank confirmation, remittance reference, or a cash receipt logged by the office) before approving — approving a payment activates a customer's account, so this step is a real control, not a formality.
- New signup and order notifications: every new account and every order/subscription event generates a notification so the team stays aware of activity without needing to check manually.
- Account management: updating customer contact details, plan changes, and resolving access issues.
- Order status: tracking orders through their lifecycle, including marking a refund when one is approved.

14.3 Verifying a payment before activating access

1. Match the amount and reference on the proof of payment to the order in the dashboard.
2. For bank transfer or remittance, confirm the funds have actually cleared/been received — do not activate access on the basis of a promise to pay or a screenshot alone if your process requires bank confirmation.
3. For cash, confirm the cash was physically received and logged (per your office's cash-handling process) before marking the payment confirmed in the system.
4. If anything about a payment looks irregular — a mismatched name, a suspicious reference, or a customer pressuring you to skip verification — pause and escalate to a supervisor rather than approving it.

14.4 Customer service standards

- Respond to customer inquiries promptly and professionally, in the tone set out in §4.
- If you don't know the answer, say so and find out — do not guess, especially on curriculum, technical, or billing questions.
- Keep a written record of support interactions in the system used for that purpose, so the next person who picks up the conversation has context.

14.5 Refunds & complaints

Refund requests should be evaluated against the Company's current refund policy (available from your supervisor) and, where a request falls outside straightforward cases, escalated for approval before being processed. Document the reason for every refund. A pattern of complaints about a specific issue (a bug, a billing error, a teacher concern) should be flagged to a supervisor even if each individual case is resolved, so the underlying problem can be fixed.

14.6 Data handling responsibilities specific to Admin

Because you handle billing data, extra care applies

Access customer records only for a specific, legitimate business reason (processing their request, resolving their issue) — not to browse.

Never share one customer's information with another customer, or with anyone outside the Company.

Log out of shared office terminals when you step away, and never leave a customer's account or payment

screen open and visible to others.

If you are ever asked — by anyone, including someone claiming to be a customer, a colleague, or an outside party — to bypass normal verification and release account or payment information, decline and escalate. Verify identity through your normal process every time, without exception.

14.7 Records management

Keep records (payment confirmations, support tickets, correspondence) organized in the Company's approved systems, not in personal files. Records are retained only as long as needed for the business or legal purpose they serve, consistent with §6.1's limited-retention principle — ask your supervisor if you are unsure how long a specific record type should be kept.

14.8 Coordinating with Sales and Teachers

Once a payment is confirmed, make sure the customer's plan and any assigned teacher are set up correctly and promptly, so there is no gap between a family paying and a student getting access. Flag to Sales any pattern you notice from the admin side (e.g., repeated confusion about a specific plan) that could improve the sales conversation.

14.9 Admin module checklist

- ☐ I know how to verify a bank transfer, remittance, or cash payment before activating access.
- ☐ I know the current refund policy and when to escalate a refund decision.
- ☐ I only access customer records for a specific, legitimate business reason.
- ☐ I lock or log out of shared terminals when stepping away.
- ☐ I know how to escalate a suspicious payment or an unusual request for account information.

15. Teacher Training Module

15.1 Role overview

Teachers are the academic heart of EduJA. You deliver the Jamaican MOE-aligned curriculum, respond to and support your assigned students, review AI-drafted practice content before it reaches a student, and — because you interact directly with minors — carry the highest responsibility in this handbook for safeguarding and professional conduct.

15.2 The Teacher Portal

- **Messaging:** you can message only the students formally assigned to you. A student can only message their own assigned teacher — this is a deliberate safety design, not a limitation to work around.
- **Booking & calendar:** on eligible plans, students can book voice or video sessions with you through the platform's calendar. Manage your availability there and use the platform's own cancel/reschedule tools rather than informal arrangements.
- **Assignments:** you can assign homework and coursework (including external/textbook-linked homework) and track status through the portal.
- **Call history:** past session activity is visible in the portal for continuity between sessions.

15.3 Curriculum fidelity

Teach to the Jamaican MOE National Standards Curriculum using the lesson materials and question banks provided on the platform. If you believe a lesson or question needs correction or improvement, flag it through the process your supervisor gives you rather than silently changing what a student sees, so corrections are tracked and benefit every student, not just yours.

15.4 Reviewing AI-drafted questions — your responsibility, not optional

Every AI-drafted question must be reviewed by a qualified teacher before a student sees it

AI (via Groq) helps draft new practice questions faster, but a machine-drafted question is never released to a student without a qualified teacher reviewing it first for accuracy, appropriateness, and alignment with the curriculum.

If a draft question is wrong, unclear, or inappropriate, correct it or reject it — do not approve something you have not actually checked.

This is one of the specific claims we make publicly about EduJA's quality and safety. Treating this review as a formality undermines both the product and the Company's credibility.

15.5 Communication standards & safeguarding (read together with §9.2)

- All contact with a student happens on the EduJA platform — messaging or a booked session. Never move a conversation with a student to your personal phone, personal social media, or personal email.
- Keep sessions focused on academic support and maintain a professional tone and appearance throughout, exactly as you would in a physical classroom.
- Voice/video sessions are not recorded by the Company (Daily.co, our call provider, captures only call metadata, not recordings) — do not attempt to record a session yourself without express, documented parent/guardian consent obtained through the Company, since doing so outside that process is not authorized.
- If a student shares something that concerns you — signs of distress, disclosure of harm, or a request that feels inappropriate — stop, do not try to resolve it yourself, and report it to a supervisor or the CEO the same day.

- Never accept a gift, favour, or payment from a student or their family outside the Company's official billing process.

15.6 Student data handling for teachers

- View and use the data only of students formally assigned to you — do not look up another teacher's student out of curiosity or convenience.
- Do not download, screenshot, or export student information, messages, or academic records for any purpose outside the platform.
- Respect that a student's profile photo is optional — never ask a student to add one, and never make its absence an issue.
- If a parent/guardian asks about their child's data directly, direct them to eduja.org/delete-account.html for deletion requests, or to Administration for any other data question — do not attempt to handle a formal data request yourself (see §6.5).

15.7 Grading & feedback standards

Every practice question a student answers should come with a clear written explanation, consistent with the product's core promise — a wrong answer should teach the student something. Feedback on assignments and messages should be constructive, specific, and encouraging, reflecting the same professionalism standard as every other part of this handbook.

15.8 Contractor status

Many teachers are engaged as independent contractors rather than employees; your written agreement with the Company sets out your specific terms (payment, scheduling, termination). Regardless of your engagement type, the conduct, confidentiality, data protection, and safeguarding sections of this handbook (§4–§9, and this Part III module) apply to you in full.

15.9 Teacher module checklist

- ☐ I understand all student contact must happen through the EduJA platform, never through personal channels.
- ☐ I understand I must personally review and, if needed, correct every AI-drafted question before it reaches a student.
- ☐ I know how to report a safeguarding concern immediately, and to whom.
- ☐ I only access the data of students formally assigned to me, and never export it.
- ☐ I understand sessions are not recorded by the Company, and I will not record one myself without Company-authorized parent/guardian consent.
- ☐ I understand my confidentiality obligations under §5 extend to everything a student shares with me.

PART IV — COMPLIANCE, ACKNOWLEDGMENT & SIGN-OFF

16. Summary of Key Obligations

This is a quick-reference recap, not a substitute for reading the full handbook. Every box below should be true for you before you sign in §17.

Every staff member

- ☐ I will act honestly, treat everyone with respect, and avoid conflicts of interest (§4).
- ☐ I will protect Confidential Information during and after my time with the Company, and I understand this includes student, parent, and customer personal data (§5).
- ☐ I understand the eight data protection principles the Company follows under the Data Protection Act, 2020, and I will report a suspected data breach within 24 hours (§6).
- ☐ I will use Company systems and data only for legitimate business purposes, and I will not export, copy, or share customer or student data outside approved systems (§7).
- ☐ I will follow basic information security practices — strong passwords, MFA, locked screens, and reporting phishing (§8).
- ☐ I will not harass or discriminate against anyone, and I understand the specific safeguarding rules that apply to any interaction with a student (§9).
- ☐ I understand the leave, discipline, and termination policies that apply to my engagement type (§10).

Role-specific (complete the box(es) that apply to you)

- ☐ Sales: I will represent EduJA honestly, never request payment credentials directly, and route payment/refund questions to Administration (§13).
- ☐ Admin: I will verify payments before activating access and access customer records only for a legitimate business reason (§14).
- ☐ Teachers: I will keep all student contact on the platform, personally review every AI-drafted question before release, and report safeguarding concerns immediately (§15).

17. Employee / Contractor Acknowledgment & Compliance Statement

Please read carefully before signing

By signing below, you are making a binding commitment to the Company. Do not sign until you have read this handbook in full and asked any questions you have.

I confirm that:

1. I have received, read, and understood the EduJA Staff Handbook (this document), including Part II (Company-Wide Policies, including the Confidentiality & Non-Disclosure obligations in §5 and the Data Privacy & Protection Policy in §6) and the Part III training module(s) applicable to my role.
2. I agree to comply with all policies in this handbook for as long as I am engaged by Ohana Jamaica Limited, and I understand that the confidentiality obligations in §5 continue after my engagement ends.
3. I understand that a violation of this handbook may result in disciplinary action up to and including termination of my employment or engagement, and, in the case of a serious breach of confidentiality or data protection obligations, may expose me to legal liability.
4. I understand this handbook may be updated from time to time (§3), that I will be notified of material changes, and that I agree to review and re-acknowledge updated versions when asked to do so.
5. I have had the opportunity to ask questions about anything in this handbook I did not understand.

Staff Member — Printed Name

Role (circle one: Sales Associate / Administrative Staff / Teacher / Other: _____)

Signature

Date

18. Confidentiality & Non-Disclosure — Separate Counter-Signature

Because confidentiality is one of the most important protections in this handbook, it is acknowledged a second time here, specifically.

I separately acknowledge and agree to the Confidentiality & Non-Disclosure obligations set out in full in §5 of this handbook, including: the definition of Confidential Information; my obligation to use it only for Company business; my obligation not to disclose it to anyone without authorization; my obligation to return or delete it on request or on separation; and that these obligations continue after my engagement with the Company ends.

Staff Member — Printed Name

Role (circle one: Sales Associate / Administrative Staff / Teacher / Other: _____)

Signature

Date

19. Periodic Re-Acknowledgment Tracking

This table is maintained by the Company to record each time a staff member re-acknowledges the handbook following a material update (see §3).

Handbook version acknowledged	Date signed	Staff signature (or file reference)
1.0		

20. Approval

This handbook, Version 1.0, is approved for issue to all staff of Ohana Jamaica Limited effective September 1, 2026.

Staff Member — Printed Name

Role (circle one: Sales Associate / Administrative Staff / Teacher / Other: _____)

Signature

Date

George E. Morgan

President & Chief Executive Officer, Ohana Jamaica Limited

APPENDICES

Appendix A — Quick-Reference Contact Directory

Purpose	Contact
General support / customer contact	myeduja@gmail.com
WhatsApp support line	+1 (876) 772-4422
Report a safeguarding concern or urgent conduct issue	Your direct supervisor, or the CEO directly if the supervisor is unavailable or involved
Report a suspected data breach	Your supervisor or the CEO — immediately, within 24 hours at the latest
Account/data access, correction, or deletion requests	eduja.org/delete-account.html, or Administration for anything not covered there
Privacy Policy (full, current text)	eduja.org/privacy-policy.html

Appendix B — Glossary

Term	Meaning
DPA	The Jamaica Data Protection Act, 2020 — the primary law governing how the Company must handle personal data.
Data controller	The party that decides why and how personal data is processed. Ohana Jamaica Limited is the data controller for EduJA's user data.
Data processor	A third-party service provider that processes personal data on the Company's behalf under instruction (e.g., Supabase, Netlify — see §6.3).
Personal data	Any information relating to an identified or identifiable individual — names, contact details, academic records, etc.
MOE	Jamaica's Ministry of Education, whose National Standards Curriculum EduJA's lessons are aligned to.
TWA / portal	The teacher and admin “portals” are the logged-in dashboards staff use inside EduJA to message students, manage bookings, and administer accounts.
Confidential Information	See the full definition in §5.1 — broadly, any non-public information you access through your work with the Company.

— End of Handbook —

EduJA Staff Handbook • Version 1.0 • Confidential — Internal Use Only