

**2015-2016**



**EMPLOYEE HANDBOOK OF  
POLICIES AND PROCEDURES**

Green Dot Public Schools

7/1/2015

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## I. INTRODUCTION

### I.A. Welcome

Fellow Green Dotter:

It is our privilege to welcome you to Green Dot Public Schools. We all share an unwavering belief in the potential of all students. The ultimate purpose of our work together here can be defined in our Mission Statement: To help transform public education so every student can graduate prepared for college, leadership and life.

Every day is an opportunity to expand our impact and further our mission.

This Employee Handbook is intended to provide you with a clear understanding of what is expected from you and what you can expect from this organization. The policies expressed in the handbook are designed to create a positive work environment.

We are committed to being a great place to work. We recognize our employees are our greatest asset and that our students do best when we are able to do our best for them.

Please read the handbook carefully and keep it handy for future reference. Please do not hesitate to share suggestions and concerns with your supervisor. If after reading this handbook you have any questions, please consult your supervisor or the Green Dot Human Resources Department.

Once again, welcome to Green Dot Public Schools!



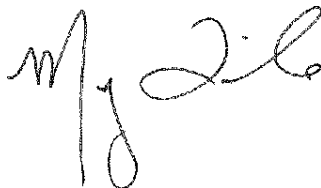
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## I.B. Purpose of Handbook

Whether you have just joined Green Dot Public Schools or have been here for a while, we are confident that you will find our organization a dynamic and rewarding place to work and we look forward to a productive and successful association. We consider the employees of Green Dot to be its most valuable resources.

The Employee Handbook is provided to all Green Dot employees as a guide for the employer/employee relationship. It is an important source of information about employment with Green Dot and employees should read the handbook carefully and use it as a reference.

The Green Dot network is comprised of multiple Green Dot organizations operating in multiple states. When referring to policies that are applicable to employees in a specific organization, the name of the specific organization will be used. However, when referring to policies that are applicable to employees in all of the Green Dot organizations, "Green Dot" or "GDPS" will be used. Furthermore, the term "Home Office" which is used throughout this handbook refers to non-school site employees who support the Green Dot schools from a Green Dot Regional Office or Green Dot's National Office. Although Green Dot strives to apply the same employment policies for all of its employees when possible, Green Dot's national reach, and operations in multiple states, may result in different policies primarily driven by specific state laws. In an effort to make the handbook easier to navigate for the reader, state specific laws are highlighted in a different color font.

There are several things that are important to keep in mind about this Handbook.

- The Employee Handbook is designed to give a brief description of the policies and benefits for employees of GDPS. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to you, you should address your specific questions to the GDPS Human Resources Department. This Handbook supersedes and replaces all previous personnel policies, practices, guidelines and Handbooks whether written or spoken.
- The procedures, practices, policies and benefits described here may be modified or discontinued from time to time. GDPS will inform employees of any changes as they occur.
- This Handbook and its policies and conditions of employment are subject to any applicable collective bargaining agreements. In the event of any conflict, the applicable collective bargaining agreement shall apply.
- The benefits described in this Employee Handbook, including insurance benefits, retirement plans, etc., are intended for general information purposes only. Many of the benefits are the subject of detailed written plans and policies which are available on request from the GDPS Human Resources Department and will also be available online. If a question arises about the nature or extent of plan benefits or if there is conflicting language in the benefit plan documents and the Employee Handbook, the formal language of the benefit plan documents govern.
- The Employee Handbook is not an employment contract or a contract for continued employment. No policy set forth herein guarantees any continuity of benefits or rights, or forms any contract with an employee.

## I.C. Green Dot Mission and Values

Green Dot's mission is to help transform public education so ALL students graduate prepared for college, leadership and life. Green Dot is fulfilling this mission by running high-achieving public charter schools that are focused on graduating students and fully preparing them for college. In addition, Green Dot is dedicated to helping parents organize and demand more of their neighborhood schools, the overarching goal being to encourage local school districts to implement bold reform and improve their public schools.

Green Dot is founded on the core value of an unwavering belief in all students' potential, and believes that every child should have access to a high quality public school education. As a leader of "school transformation," Green Dot's work is directly focused on transforming failing middle and high schools into clusters of small successful schools and helping a traditional district reinvent itself as one of the best school districts in the country.

Green Dot's school model is focused on graduating students and preparing them for college, leadership and life consisting of two main components: 1) Green Dot's Core Values and 2) Green Dot's Leading Green Principles. The Core Values and Leading Green Principles are at the heart of Green Dot's work and drive the decisions that are made.

### Core Values

1. Unwavering belief in all students' potential
  - We believe every decision should begin with kids coming first
2. Passion for excellence
  - We are solution oriented
  - We are reflective
  - We strive for continuous improvement
  - We are data-driven
  - We take calculated risks
3. Personal responsibility
  - We expect a high level of individual accountability
  - We are willing to stay until a job is done well
4. Respect for others and the community
  - We are collaborative
  - We are flexible
  - We contribute positively to the school culture
5. All stakeholders are critical in the education process
  - We solicit and incorporate input from all stakeholders

## Leading Green Principles

At Green Dot, our teacher and school leaders have created a common language around the characteristics that matter most for leaders. The outcomes are common expectations across the organization to ensure that all employees understand the things that good leaders do to help their schools and the people in them succeed. In doing so, school administrators and teacher leaders created five common practices that every leader, regardless of their role or position, adhere to as a member of the Green Dot family.

### 1. OWN IT

- We do not make excuses nor blame others for issues or challenges within our school and our classrooms.

### 2. STRETCH IT

- We invest in the development of others and ourselves.
- We encourage others to excel through actionable feedback.
- We are committed to continuous improvement.

### 3. GET IT RIGHT

- We think of the long-term implications of the decisions we make.
- We get ample input when making difficult decisions.
- We understand the importance of sweating the small stuff.

### 4. WE ARE TEAMSTRONG

- We present a united front and promote a sense that we are one team, the Green Dot Team.
- We encourage rigorous debate, collaboration and effective communication.
- We assume the best intentions from everyone.
- We display humility and understand that it is a strong team that provides the most impact for students.

### 5. IT'S ABOUT THE STUDENTS

- We know that the needs of students should drive our decision making.
- We know that the most important work we do is centered on teaching and learning.

## I.D. Professional Development

The heart and soul of Green Dot is our commitment to the professional development of all of our employees. Regardless of your role in the organization, each and every member of the Green Dot family participates in ongoing professional development throughout the year.

Each member of the Green Dot family will meet regularly with their supervisor to discuss job performance, goals, and expectations. The purpose of the performance evaluation process is to review, document, and acknowledge achievements, cultivate professional development goals, and address performance concerns.



### ***School Site Classified Employees***

Green Dot provides targeted professional development based on the needs of each job classification. School Site Classified Employees are provided professional development on full day All Green Dot Days throughout the year. Furthermore, depending on the employee's job function, additional small group trainings and/or one-on-one coaching are scheduled with Home Office content experts. As with all Green Dot professional development, we ensure that data in the way of surveys, exit slips, and observations of a classified employee's expertise drives the professional development needs of our members.

### ***Classroom Teachers and Counselors***

Green Dot provides all new and returning teachers and counselors with professional development days, before the school year targeting classroom instruction and climate. Additionally, Green Dot provides ongoing professional development with on-site coaching and modeling, weekly staff professional development, day-to-day instructional leadership, and access to external workshops. Thus, whether a teacher is new or returning to our organization, Green Dot ensures all teachers are well-prepared to start the school year and beyond.

### ***School Administrators***

Green Dot provides all new school administrators to the organization with professional development days called "School Leader Boot Camp." This Boot Camp's primary focus is on the Green Dot teacher evaluation system. As required, all new and returning school administrators must be certified on a bi-annual basis in order to evaluate teachers.

As a means to prepare for the upcoming school year, all school leaders attend a retreat with their colleagues focused on instructional leadership, strategic planning and school culture.

Throughout the year, all school administrators are provided professional development each month that continues to focus on instructional leadership, strategic planning and school culture.

### ***Green Dot Home Office Employees***

Green Dot provides all Home Office employees with ongoing professional development aligned to the needs of their department. As an example, departments commonly conduct a biannual retreat for the purpose of creating strategic plans that drive organization and department decisions. In addition, Green Dot hosts an annual retreat for all Home Office employees which focuses on building a strong and cohesive culture.

## II. EMPLOYMENT CATEGORIES, CLASSIFICATIONS, AND REQUIREMENTS

### II.A. Exempt or Non-Exempt

**Exempt:** An employee is classified as exempt if the majority of his/her job duties are exempt from the overtime provisions of applicable law and he/she earns a minimum salary set forth in applicable law. An exempt employee is not eligible for overtime pay.

**Non-Exempt:** A non-exempt employee is classified as non-exempt if he/she does not meet the criteria to be classified as an exempt employee. A non-exempt employee is eligible to receive overtime pay and is paid for actual hours worked.

### II.B. Categories of Employment

**Full-Time Employee:** A full-time employee, who can be classified as exempt or non-exempt, regularly works at least thirty (30) hours per week on a continuing basis. A full-time employee is eligible for all Green Dot benefits, subject to the benefits' plan, policies, terms, conditions, and limitations.

**Part-Time Employee:** A part-time employee, who can be classified as exempt or non-exempt, regularly works less than thirty (30) hours per week on a continuing basis. A part-time employee receives all legally mandated benefits (e.g., Social Security, workers' compensation insurance), but is ineligible for any of Green Dot's benefits (e.g., non-statutory leaves of absence, health or welfare benefits).

**Seasonal Employee:** A seasonal employee, who can be classified as exempt or non-exempt, does not work on a continuing basis, but rather for a particular predefined duration of time to meet the needs of a Green Dot department. A seasonal employee receives all legally mandated benefits (e.g., Social Security, workers' compensation insurance), but is ineligible for any of Green Dot's benefits (e.g., non-statutory leaves of absence, health or welfare benefits).

**Temporary Employee:** A temporary employee, who can be classified as exempt or non-exempt, does not work on a continuing basis, but rather covers an absent employee or temporary vacancies. A temporary employee receives all legally mandated benefits (e.g., Social Security, workers' compensation insurance), but is ineligible for any of Green Dot's benefits (e.g., non-statutory leaves of absence, health or welfare benefits).

**Long-Term Substitute: (CA Only)** A long-term substitute teacher is classified as a temporary employee – please refer to the applicable union collective bargaining agreement for more information.

### Independent Contractors, Consultants, and Volunteers

Certain individuals who provide services to Green Dot may be considered independent contractors, outside consultants, or volunteers pursuant to a written agreement with Green Dot. Independent contractors, consultants, and volunteers are not Green Dot employees. Please refer to the Finance and Accounting Section of the Employee Handbook for further information.

## II.C. Contractual Relationships

### At-Will Employment

Except for members of a certificated or classified union with an applicable collective bargaining agreement, all Green Dot employees are “at will,” which means that Green Dot may terminate an individual’s employment, within its sole discretion, without advance notice or cause, at any time.

Green Dot may change an employee’s position, title, job responsibilities, benefits, compensation level, or any other terms and conditions of employment, within its sole discretion, with or without cause or advance notice at any time.

Green Dot may impose any discipline to the extent allowable by law, within its sole discretion, that it determines to be appropriate. Any discipline is in no way intended to alter the at-will nature of an employee’s employment relationship with Green Dot.

### **CA Represented Employees**

**Certificated:** A represented certificated employee is expected to adhere to the provisions of the applicable collective bargaining agreement and his/her individual employment contract. The employment contract is a commitment during the individual’s employment at Green Dot. Should the represented employee breach this contract (e.g., resigning from Green Dot during or prior to the beginning of the school year), Green Dot may seek legal action against the individual regarding such breach of contract to recover any related damages/losses (e.g., the cost of finding a suitable replacement). Additionally, if a represented employee fails to fulfill his/her employment contract without good cause, California law requires Green Dot to report such a breach of contract to the California Commission on Teacher Credentialing (“CTC”). In the event that the represented certificated employee breaches his/her employment contract, Green Dot expects that he/she will not relinquish his/her position until it finds a suitable replacement.

**Classified:** A represented classified employee is expected to adhere to the provisions of the applicable collective bargaining agreement and his/her individual employment contract. The employment contract is a commitment during the individual’s employment at Green Dot.

IF AN EMPLOYEE DESIRES TO KNOW WHETHER HE/SHE IS ELIGIBLE TO BE PART OF A UNION, PLEASE REFER TO THE APPLICABLE COLLECTIVE BARGAINING AGREEMENT

## II.D. Criminal Background Checks

No condition or activity will be permitted that may compromise Green Dot’s commitment to the safety and well-being of its students and employees. Green Dot employees are subject to a criminal background check completed through and provided by the appropriate state agency(ies) and/or the Federal Bureau of Investigation, as deemed appropriate by Green Dot, required by law, or in accordance with the school’s Charter Agreement. Conditions that preclude working or volunteering at Green Dot include, but are not limited to, conviction of any controlled substance offense, conviction of a sex offense, or conviction of a serious or violent felony.

If an employee or volunteer is found at a Green Dot school location without a criminal background clearance, he/she will be sent home and prohibited from continuing employment or volunteering with Green Dot until such clearance is obtained.

Additionally, should an employee or volunteer be convicted of a controlled substance offense, sex offense, or serious or violent felony during his/her employment or volunteer period with Green Dot, the employee or volunteer must immediately report such a conviction to his/her immediate supervisor. Failure to report an offense that will appear on an employee's criminal background check may result in disciplinary action up to and including termination of employment.

Clearance of a criminal background check is a condition of initial and continuing employment and with Green Dot volunteering (if volunteering is in proximity of Green Dot students) and the cost of the procedure will be borne by the prospective employee or volunteer.

## **II.E. Tuberculosis Testing**

### ***California Tuberculosis Testing (CA Only)***

All Green Dot employees must submit written proof from a physician of an examination for tuberculosis ("TB"), within sixty (60) days from an employee's first day of paid service, showing that they are free of active TB. The examination for tuberculosis consists of an approved TB test, which, if positive, will be followed by an x-ray of the lungs, or in the absence of skin testing, an x-ray of the lungs. All employees will be required to undergo a TB examination at least once every four (4) years. Volunteers are required to undergo a TB examination if the volunteer's functions require or include frequent or prolonged contact with students. A TB examination is a condition of initial employment with Green Dot and the cost of the exam will be borne by the prospective employee. If an employee, or volunteer whose functions require or include frequent or prolonged contact with students, is found at a Green Dot location without a TB clearance, she/he will be sent home and prohibited from continuing employment with Green Dot until such clearance is obtained.

Food handlers are required to have annual TB exams. Documentation of employee and volunteer compliance with TB exams will be kept on file in the Green Dot Human Resources Department or other appropriate designated office/department. This requirement also includes contract food handlers, substitute teachers, and student teachers serving under the supervision of an educator. Any entity providing student services (i.e., services that require or include frequent or prolonged contact with students) will be contractually required to ensure that all contract workers have had TB testing that shows them to be free of active TB prior to conducting work with Green Dot students.

### ***Tennessee Tuberculosis Testing (TN Only)***

All Green Dot employees must submit written proof from a physician of an examination for tuberculosis ("TB"), within sixty (60) days from an employee's first day of paid service, showing that they are free of active TB. The examination for tuberculosis consists of an approved TB test, which, if positive, will be followed by an x-ray of the lungs, or in the absence of skin testing, an x-ray of the lungs. All employees will be required to undergo a TB examination at least once every four (4) years. Volunteers are required to undergo a TB examination if the volunteer's functions require or include frequent or prolonged contact with students. A TB examination is a condition of initial employment with Green Dot and the cost of the exam will be borne by the prospective employee. If an employee, or volunteer whose functions require or include frequent or prolonged contact with students, is found at a Green Dot location without a TB clearance, she/he will be sent home and prohibited from continuing employment with Green Dot until such clearance is obtained.

Food handlers are required to have annual TB exams. Documentation of employee and volunteer compliance with TB exams will be kept on file in the Green Dot Human Resources Department or other appropriate designated office/department. This requirement also includes contract food handlers, substitute teachers, and student teachers serving under the supervision of an educator. Any entity providing student services (i.e., services that require or include frequent or prolonged contact with students) will be contractually required to ensure that all contract workers have had TB testing that shows them to be free of active TB prior to conducting work with Green Dot students.

### ***Washington Tuberculosis Testing (WA Only)***

Green Dot Washington State employees are not required to submit written proof of an examination for TB. However, if a Green Dot employee in Washington State transfers to another Green Dot region, proof of a TB exam would be required prior to the employee's first day in the new region. The cost of the exam will be borne by the employee.

### **II.F. Credential/No Child Left Behind Act ("NCLB") Requirements**

Employees holding positions which require a credential must obtain and/or maintain the proper educator credential(s) required by the state to provide the applicable services. Employees are responsible for keeping required credentials (including, but not limited to licenses, certificates, and/or registrations) current and in good standing, and paying the costs associated with renewal or otherwise. Any employee whose credential expires, or is unable to provide evidence of meeting renewal requirements in a timely fashion, may be removed from paid status and/or result in disciplinary action up to and including termination of employment.

In addition, Special Education Aides and Instructional Aides are required to be NCLB compliant upon hire. In order to meet the higher standards of qualification required by the No Child Left Behind Act, all aides must have a high school diploma or the equivalent, and one of the following:

- a. Two years of college (48 units)
- b. Associate's degree (or higher)
- c. Pass a local assessment of knowledge and skills in assisting in instruction

### **AIR Agreements**

Green Dot employees in the Administrator-In-Residence (AIR) program must complete the state appropriate credential, license, or certification before placement into a Green Dot Administrator position. Employees hired into the AIR program without the required credential, license, or certification, will be required to sign the Administrator-In-Residence Certification.

### ***California Credential Policy (CA Only)***

#### General Teaching Credential Policy

Green Dot desires to employ the most highly qualified and appropriate person available for each open certificated position in order to improve student achievement and efficiency in organizational operations. The Executive Director, or his/her designee, will ensure that all persons employed in positions requiring certification possess the appropriate credential or permit from the CTC authorizing their employment in such positions. All teachers must pass the CBEST (or the equivalent basic skills exam) prior to beginning employment as a teacher.

Green Dot may employ persons with a Short Term Staff Permit (STSP) when needed to immediately staff classrooms based on unforeseen circumstances when the organization has conducted a diligent search but has been unable to recruit a credentialed teacher. The Executive Director shall ensure that Green Dot has the appropriate authorization on file for persons employed with a STSP prior to them beginning their teaching agreement.

Teachers hired under a STSP must obtain an Internship, Preliminary or Level I Credential prior to the end of their first year of teaching or be released from employment.

Teachers with an Internship Credential must obtain a Preliminary, Level I or an extension on their existing Internship Credential prior to the expiration of their Internship Credential or be released from employment. If the teacher is unable to obtain a Preliminary or Level I Credential within the given timeframe they will be released from employment.

Teachers with a Preliminary or Level I Credential must obtain a Clear/Level II Credential or apply for an extension prior to the expiration of their Preliminary or Level I Credential or be released from employment. If the teacher is unable to obtain a Clear/Level II Credential or an extension within the given timeframe they will be released from employment.

All teachers will be required to hold either an EL Authorization, CLAD or BCLAD certificate to service students whose second language is English. Teachers who will be providing content instruction in the primary language of a pupil must hold a BCLAD certificate.

The Executive Director, or his/her designee, will ensure that all persons employed in positions requiring certification meet the definition of “highly qualified” under the No Child Left Behind Act if they are teaching core academic subject areas for Green Dot.

### **Autism Spectrum Disorder Authorization/Certificate Agreement**

Any Special Education Teacher providing services to students with Autism will be required to hold a temporary or full Autism authorization during their employment with Green Dot. If the Autism authorization expires while employed, the teacher may be released from employment.

### **English Language (EL) Authorization Agreement**

Teachers who do not possess an English Language Authorization will be required to sign an English Language (EL) Authorization Agreement and apply for an emergency CLAD permit. The authorization is designed to ensure that teachers are prepared to meet the needs of students whose second language is English. This is a California state requirement for all teachers. Teachers without an EL Authorization will need to complete the requirements to earn the EL Authorization prior to the expiration of the emergency CLAD permit or may be released from employment.

### **Internship Credential Agreement**

Teachers who do not possess an Internship Credential, but have met the requirements to be issued the credential, will be required to sign an Internship Credential Agreement upon hire. They will have 30 working days to complete the necessary steps and work directly with their university to finalize the internship application process. If a teacher fails to finalize the internship application process and does not obtain a Credential, the teacher may be released from employment.

### **Transfer - Internship Credential Agreement**

Teachers who possess an internship credential with an employment restriction for a school district other than Green Dot will be required to sign a Transfer – Internship Credential Agreement upon hire. Teachers will have 30 working days to take the necessary steps and work directly with their university to transfer their credential employment restriction to Green Dot. Teachers who fail to transfer the credential employment restriction may be released from employment.

### **Limited Assignment Permit Agreement**

Teachers who do not possess the appropriate authorization to teach the subject area they are hired to teach but hold a valid Preliminary or Clear Credential in a different subject will be required to sign a Limited Assignment Permit Agreement upon hire. They are required to obtain the appropriate subject area authorization for their position prior to the expiration date of the Limited Assignment Permit. Teachers who fail to meet this requirement may be released from employment.

The agreement confirms that they will meet one of the following requirements to obtain the appropriate authorization:

- Option A - Pass the appropriate CSET (Single Subject candidates) and complete a methodology course directly related to subject matter taught
- Option B - Complete the required methods course and pass the appropriate CSET and complete a methodology course directly related to the subject matter taught. (Multiple Subject candidates)
- Option C - Complete 32 semester units of coursework to apply for a subject matter authorization (Multiple Subject or Single Subject candidates).
- Option D - Complete 20 semester units of coursework to apply for a supplemental authorization if an authorization is available and the teacher is assigned to a non-core subject (Multiple Subject or Single Subject candidates).

### **School Administrator Authorization Agreement**

Administrators who do not possess the required Administrative Services Credential will be required to sign a School Administrator Authorization Agreement. Administrators will have until the end of the current school year to obtain appropriate Administrative credentialing. Administrators who fail to obtain an Administrator credential may be removed from the administrative position or released from employment.

### **Special Education NCLB Compliance Agreement**

Special Education Teachers who do not possess the required NCLB authorization to teach a core subject (English, Math, Science or Social Science) will be required to sign a special education NCLB compliance agreement. This agreement gives their consent to teach the core subject as they work on obtaining the appropriate authorization.

Special Education Teachers will have until June 2016 to obtain the appropriate authorization. Special Education Teachers who are not assigned to teach a core subject will sign the agreement to confirm that they are not teaching a core subject. If a Special Education Teacher does not become NCLB compliant within the given timeframe, he/she may be released from employment.

### **Short Term Staff Permit Agreement**

Teachers hired on a Short Term Staff will be required to sign a STSP Agreement upon hire. The agreement confirms that they are working on a temporary authorization and are required to obtain an Internship, Preliminary or Level I Credential prior to the end of the current school year. Failure to obtain the appropriate credential will result in termination from employment with Green Dot.

### **Salary Schedule Advancements**

In accordance with the teacher and counselor salary schedule, salary advancements will only be granted upon receipt of the corresponding official transcript, completed verification of experience form, Credential posting on the CTC website, or other official documentation. New salaries will take effect on the first payroll processed after receipt of these documents. Salary changes will not be retroactive. It is the responsibility of the Green Dot employee to submit the necessary documents to Human Resources.

### **Verifications of Experience**

Teaching credit will be given for teaching experience under a valid teaching credential/license in public and private schools, grades K-12. Credit for international teaching experience will be granted if international credential/license is proven to be equivalent to domestic credential/license. For teaching experience without a credential, one year of credit will be given for every two years of experience up to five years total experience credit.

### ***Tennessee License Policy (TN Only)***

As a condition of employment with Green Dot Public Schools, employees requiring certification or licensure must meet the State of Tennessee's requirements to obtain and/or maintain the appropriate educator certificate or license. The State of Tennessee does not permit individuals to teach or provide particular educational services without a valid educator license. If a license expires, or if a teacher/counselor does not provide the Tennessee Department of Education's Office of Educator Licensing with evidence of meeting renewal requirements in a timely fashion, Green Dot will be forced to remove that teacher/counselor from paid status and/or release the teacher/counselor from employment. The responsibility for being properly licensed by the State of Tennessee rests solely with the teacher/counselor. Pursuant to the No Child Left Behind Act of 2001, all teachers are required to pass certification and maintain a license in the subject matter that they teach.

### ***Washington Certificate Policy (WA Only)***

As a condition of employment with Green Dot Public Schools, employees requiring certification must meet the State of Washington's requirements to obtain and/or maintain the appropriate educator certificate. The State of Washington does not permit individuals to teach or provide particular educational services without a valid educator certificate. If a certificate expires, or if a teacher/counselor does not provide the Washington Office of Superintendent of Public Instruction (OSPI) with evidence of meeting renewal requirements in a timely fashion, Green Dot will be forced to remove that teacher/counselor from paid status and/or release the teacher/counselor



from employment. The responsibility for being properly certificated by the State of Washington rests solely with the teacher/counselor. Pursuant to the No Child Left Behind Act of 2001, all teachers are required to pass certification and maintain a certificate in the subject matter that they teach.

### **III. POLICIES AND PROCEDURES RELATED TO THE FAIR TREATMENT OF EMPLOYEES AND STUDENTS**

#### **III.A. Equal Employment Opportunity**

Green Dot provides equal employment opportunities to all qualified individuals without regard to race, color, religion, national origin, disability, gender, marital status, sexual orientation, veteran status, non-disqualifying physical or mental disability, gender expression, genetic information, or other characteristic protected by law.

This Equal Employment Opportunity policy applies to all Green Dot policies and procedures relating to recruitment and hiring, compensation, benefits, termination, and all other terms and conditions of employment.

Employees' questions or concerns should be referred to Green Dot's Human Resources Department. Appropriate disciplinary action, up to and including termination from employment, will be taken against any employee who willfully violates this policy, in accordance with any bargaining agreement, if applicable.

#### **III.B. Disabilities Law**

Green Dot is committed to complying with all applicable provisions of the Americans with Disabilities Act and any applicable state specific-related laws and regulations. Green Dot does not discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability, or perceived disability, so long as the employee can perform the essential functions of the job.

Consistent with this policy of nondiscrimination, Green Dot will provide reasonable accommodations to a qualified individual with a disability, as defined by law, who has made Green Dot aware of his or her disability, provided that such accommodation does not pose a safety risk or constitute an undue hardship on Green Dot. Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact Green Dot's Human Resources Department. Green Dot encourages individuals with disabilities to come forward and request reasonable accommodation. Green Dot will then inform the employee of its decision on the accommodation request or on how to make the accommodation. The law does not require Green Dot to make the best possible accommodation, to reallocate essential job functions, or to provide personal use items (e.g., eyeglasses, hearing aids, wheelchairs etc.).

An employee or job applicant who has questions regarding this policy or believes that he or she has been discriminated against on the basis of a disability should notify Green Dot's Human Resources Department as soon as possible. All such inquiries or complaints will be treated as confidential to the extent permissible by law.

#### **III.C. Non-Discrimination Policy**

Green Dot does not tolerate discrimination in the provision of employment opportunities, benefits or privileges, the creation of discriminatory work conditions, or the use of discriminatory evaluative standards in employment if the basis of that discriminatory treatment is, in whole or in part, the person's race, color, national origin, age, religion, disability status, gender, sexual orientation, marital status, or other characteristic protected by law.

Discrimination of this kind may also be strictly prohibited by a variety of federal, state and local laws, including, but not limited to, Title VII of the Civil Rights Act 1964; the Age Discrimination Act of 1975; and the Americans with Disabilities Act of 1990. This policy is intended to comply with the prohibitions stated in these anti-discrimination laws. An employee or job applicant who has questions regarding this policy or believes that he or

she has been discriminated against on the basis of a protected characteristic should notify the Green Dot's Human Resources Department as soon as possible. Appropriate disciplinary action, up to and including termination from employment, will be taken against any employee who willfully violates this policy.

### **III.D. Prohibition of Sexual Harassment- Employees**

Green Dot is committed to maintaining a working and learning environment that is free from sexual harassment of employees and job applicants. Sexual harassment of or by employees, independent contractors, or students, including same-sex harassment, is a form of gender discrimination and is a violation of state and federal laws and a violation of this policy. Green Dot considers sexual harassment to be a major offense, which will result in appropriate disciplinary action, up to and including termination from employment against the offending employee.

Sexual harassment, including same-sex harassment, is defined as unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature made by someone from or in the work or educational setting when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of the individual's employment; or
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or the effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.
4. Submission to or rejection of the conduct by the other individual is used as the basis for any decision affecting him/her regarding benefits, services, honors, programs, or activities available at or through Green Dot.

Green Dot shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment. Green Dot shall conduct prompt, thorough, and fair investigations of complaints. Each complaint alleging sexual harassment shall be investigated in a confidential manner, respecting the privacy of all parties to the fullest extent possible. Results of such investigations and the disposition of the complaint will be provided in writing within 60 days of the receipt of the complaint. Green Dot shall take timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments.

Employees who participate in a consensual sexual relationship, and at some point wish to discontinue that relationship, must clearly state to the other participant that the conduct is no longer consensual or welcome and that all such conduct must cease. Any conduct of a sexual nature following such notice may be determined to be sexual harassment. Such conduct is subject to investigation by the employer on the complaint of an individual who believes it to be unwelcome.

Any employee or job applicant who believes that he/she is being sexually harassed or who has knowledge of any incident of sexual harassment by or against another employee, job applicant, or student, shall report the incident as soon as practicable to his/her supervisor. When the supervisor is the subject of the complaint or if the employee does not feel comfortable to report the incident to his/her supervisor, the employee may bypass his/her supervisor by notifying Green Dot's Human Resources Department or Green Dot's Chief Talent Officer.

Employees may also report the allegation to the appropriate state agency and with the Equal Employment Opportunity Commission.

Any employee who engages or participates in sexual harassment or who aids, abets, incites, compels, or coerces another to commit sexual harassment against an employee, job applicant, or student is in violation of this policy and is subject to disciplinary action, up to and including dismissal.

Green Dot prohibits retaliatory behavior or action against any employee or other persons who complain, testify, or otherwise participate in the complaint process established pursuant to this policy.

Every two years, Green Dot shall ensure that supervisory employees receive at least two hours of effective interactive training and education regarding sexual harassment. All newly hired or promoted supervisory employees shall receive training within six months of assuming the supervisory position. In addition, all other employees will be required to complete a thirty minute training course within six months of start of employment and every two years thereafter.

Employees are hereby placed on notice that if they engage in conduct, which Green Dot determines to be sexual harassment, such conduct is outside the scope and course of their employment. Additionally, individuals who engage in such conduct contrary to Green Dot policy may be held personally liable in any legal action brought against them. Such conduct may result in the employee having to obtain his/her own legal counsel. Sexual harassment or unlawful discrimination may result in a monetary judgment against the employee personally.

A copy of this policy shall be provided to all employees upon initial employment and at the beginning of each school year.

### **III.E. Whistleblower Policy**

Green Dot requires its Board of Directors, board designees, employees, and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities. As Green Dot representatives, such individuals must comply with all applicable laws, regulations, and Green Dot policies and procedures. The purpose of this policy is to maintain an ethical and open work environment, and to encourage and enable directors, officers, employees, and volunteers to raise serious concerns about the occurrence of illegal or unethical actions before turning to outside parties for resolution.

All Green Dot Board of Directors, board designees, employees, and volunteers are responsible for reporting any action or suspected action taken within Green Dot that is illegal, unethical, or violates any adopted Green Dot policy or procedure. Anyone reporting a violation must act in good faith, without malice to Green Dot or any individual, and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. A person who makes a report does not have to prove that a violation has occurred. However, any report which the reporter has made maliciously or any report which the reporter has good reason to believe is false will be viewed as a serious disciplinary offense. No one who, in good faith, reports a violation, or who, in good faith, cooperates in the investigation of a violation shall suffer harassment, retaliation, or an adverse employment action.

A member of the Green Dot Board of Directors, a board designee, an employee, or a volunteer who desires to make a report should provide a clear and concise statement of the alleged improper act and what evidence exists to confirm the veracity of the claimant's statement. The report should be made to Green Dot's Human Resources Department or other appropriate supervisor. The report shall remain as confidential as possible, and the identity

of the claimant's identity may not be revealed without the permission of the claimant, but absolute confidentiality cannot be assured. However, whistleblowers should be cautioned that their identity may become known for reasons outside the control of Green Dot.

Upon receiving a report, Green Dot may conduct an investigation into the facts alleged in the complaint to determine whether an act occurred that violates applicable laws, regulations, and Green Dot policies and procedures. Prior to any such potential investigation, Green Dot will evaluate the report to determine whether it has enough potential merit to warrant the expenditure of Green Dot's resources to conduct an investigation.

### **III.F. Internal Complaint Policy**

Green Dot believes that if an employee has a question, suggestion, or complaint, the employee should first discuss this with his/her supervisor. If the issue is not resolved, or if the employee is uncomfortable discussing the issue with his/her supervisor, the employee may present the problem to the school site Principal (or designee) or Green Dot's regional Human Capital Department Representative. This policy is not intended for use to complain about personnel actions taken against an employee.

The following procedure does not guarantee that every issue will be resolved to each employee's satisfaction. However, Green Dot values its employees' observations and encourages its employees to raise issues of concern, in good faith, without the fear of retaliation (in conjunction with Green Dot's Whistleblower Policy).

#### **Notification**

This policy is intended to address complaints filed by employees with the employee's supervisor or Green Dot's Human Capital Department.

#### **Procedures**

Depending on the nature of the complaint, the complainant will be provided information concerning the applicable policy and procedures to be followed. If there is no applicable policy or procedures, Green Dot shall encourage, and shall assist, the complainant to seek an informal resolution of the issues. If this is not possible due to the nature of the complaint or if informal resolution has been unsuccessfully attempted, Green Dot shall undertake a responsible inquiry into the complaint to ensure it is reasonably and swiftly addressed. When appropriate, Green Dot will obtain a written statement from the complainant.

If the complainant files a written complaint and no other policy or procedure is applicable, the Principal (or designee) or regional Human Capital Department Representative, and regional Executive Director, shall abide by the following process:

- After receipt of the complaint, Green Dot shall use its best efforts to investigate the matter by speaking with the parties identified in the complaint and to ascertain the facts relating to the issue/dispute and the positions of all parties.
- In the event that Green Dot finds that a complaint is valid, appropriate disciplinary action may be taken. As appropriate, Green Dot may also simply instruct employees regarding their conduct without initiating disciplinary measures.
- In the event that Green Dot finds that the complaint would best be resolved through a meeting of all parties, such a meeting shall be called and the Chief Talent Officer (or designee) shall attempt to mediate the dispute among the parties. In the event that mediation is not appropriate or the mediation is unsuccessful, the Chief Talent Officer (or designee) shall respond to the complaint and

provide all parties with a written statement indicating Green Dot's findings and resolution of the complaint.

- Green Dot's decision relating to the complaint shall be final unless it is appealed to the Board of Directors of the applicable Green Dot entity. In the event a party wishes to appeal the decision, he/she shall submit a written request for the Board of Directors to hear the appeal to the Chair of the Board of Directors within five (5) business days of Green Dot's decision. The Chair of the Board of Directors shall schedule a hearing before an ad hoc committee, or otherwise appropriate committee, of the Board, which may review and modify the decision as it deems appropriate. Such proceedings shall typically be conducted in closed session due to the potential for disciplinary action to be taken against an employee, unless the employee requests otherwise, or there is no potential for disciplinary action to be taken. The decision of the Board of Directors shall be final.

### **Confidentiality**

Complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but absolute confidentiality cannot be assured.

### **Non-Retaliation**

In conjunction with Green Dot's Whistleblower Policy, complainants are protected against retaliation as a result of the filing of any complaints or participation in any complaint process.

### **III.G. Child Abuse Reporting (Mandated Reporting)**

Green Dot is committed to the well-being and safety of its students. Green Dot recognizes that child abuse and neglect has severe consequences and that it has a responsibility to protect students by facilitating the prompt reporting of known and suspected incidents of child abuse and neglect. Although all Green Dot employees may not be mandated reporters, as defined by law and administrative regulation, this policy applies to all Green Dot employees, including part-time, temporary, and seasonal employees whose employment exceeds six weeks from the first date of paid service. Volunteers are not required to adhere to this policy, but Green Dot may make available training regarding the reporting duties of mandated reporters to volunteers whose duties required continued direct contact or supervision of children.

Employees to whom this policy applies are obligated to report all known or suspected incidents of child abuse and neglect. Such employees shall not investigate any suspected incidents but rather shall cooperate with agencies responsible for investigating and prosecuting cases of child abuse and neglect.

Green Dot shall provide training regarding the reporting duties of mandated reporters. However, a lack of training does not excuse any mandated reporter from any applicable duty under law to report suspected child abuse and neglect.

### **Child Abuse Reporting Procedures**

An employee suspecting child abuse/neglect must immediately, or as soon as practically possible, make their mandated suspected child abuse telephone report to an appropriate child protective agency or the local law enforcement department serving the school per applicable state law.

## Prohibited Actions

- Never contact the child's or the alleged perpetrator's parent/guardian if indicators point to possible abuse or if abuse is suspected prior to making a report.
- Never conduct an investigation of any kind once abuse or neglect is suspected or prior to making a report.
- Never report suspected child abuse to an unapproved state agency
- No removal or arranging of any clothing to provide a visual inspection of the underclothing, breast, buttocks, or genitalia of a pupil is permitted

## Consequences for Reporting/Failure to Report

- A violation of Green Dot policies may lead to disciplinary action, up to and including suspension, demotion, and/or termination.
- Generally, school employees are immune from civil and criminal liability when reporting suspected child abuse as required by law.
- A violation of the law and/or failure to report suspected child abuse varies from state to state but may include a misdemeanor, imprisonment, and/or a monetary fine.

## *California Mandated Reporting Procedures and Reporting Agencies (CA Only)*

Child abuse or neglect includes the following (Cal. Pen. Code §§ 11165.5 and 11165.6):

1. A physical injury or death inflicted by other than accidental means on a child by another person.
2. Sexual abuse of a child, including sexual assault or sexual exploitation, as defined in California Penal Code section 11165.1.
3. Neglect of a child as defined in California Penal Code section 11165.2
4. Willful harming or injuring of a child or the endangering of the person or health of a child as defined in California Penal Code section 11165.3.
5. Unlawful corporal punishment or injury as defined in California Penal Code section 11165.4.

Child abuse or neglect does not include:

1. A mutual affray between minors. (Cal. Pen. Code §§ 11165.6.)
2. An injury caused by reasonable and necessary force used by a peace officer acting within the course and scope of his/her employment. (Cal. Pen. Code §§ 11165.6.)
3. An injury resulting from the exercise by a teacher, vice principal, principal, or other certificated employee of the same degree of physical control over a student that a parent/guardian would be privileged to exercise, not exceeding the amount of physical control reasonably necessary to maintain order, protect property, protect the health and safety of students, or maintain proper and appropriate conditions conducive to learning. (Cal. Ed. Code § 44807.)
4. An injury caused by a school employee's use of force that is reasonable and necessary to quell a disturbance threatening physical injury to persons or damage to property, to protect himself/herself, or to obtain weapons or other dangerous objects within the control of the student. (Cal. Ed. Code § 49001.)
5. Physical pain or discomfort caused by athletic competition or other such recreational activity voluntarily engaged in by the student. (Cal. Ed. Code § 49001.)

A mandated reporter shall make a report using the procedures provided below whenever, in his/her professional capacity or within the scope of his/her employment, he/she has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect. Reasonable suspicion means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing when appropriate on his/her training and experience, to suspect child abuse or neglect. However, reasonable suspicion does not require certainty that child abuse or neglect has occurred nor does it require a specific medical indication of child abuse or neglect. (Cal. Pen. Code § 11166.)

The reporting duties of mandated reporters are individual and cannot be delegated to another person. (Cal. Pen. Code § 11166.)

When two or more mandated reporters jointly have knowledge of a known or suspected instance of child abuse or neglect, the report may be made by a member of the team selected by mutual agreement and a single report may be made and signed by the selected member of the reporting team. Any member who has knowledge that the member designated to report has failed to do so shall thereafter make the report. (Cal. Pen. Code § 11166.)

No supervisor or administrator shall impede or inhibit a mandated reporter from making a report. (Cal. Pen. Code § 11166.)

#### **Child Abuse Reporting Agencies and Procedures**

- Department of Children and Family Services (“DCFS”) – (800) 540-4000
- Los Angeles Police Department – Child Abuse Unit – (213) 486-0530
- Los Angeles County Sheriff’s Department – (323) 267-4800
- City Police Department serving the school

Within 36 hours of knowing or observing the information concerning the incident, the mandated reporter shall then prepare and either send, fax, or electronically submit to the appropriate agency a written follow-up report, which includes a completed Department of Justice form (SS 8572). (Cal. Pen. Code §§ 11166 and 11168.)

The mandated reporter shall not be required to disclose his/her identity to his/her supervisor, the principal, or Cluster Director or designee. (Cal. Pen. Code § 11166.)

#### **Victim Interviews by Social Services**

Whenever a representative from the Department of Social Services or another government agency investigating suspected child abuse or neglect deems it necessary, a suspected victim may be interviewed during school hours, on school premises, concerning a report of suspected child abuse or neglect that occurred within the child's home or out-of-home care facility. The child shall be given the choice of being interviewed in private or in the presence of any adult school employee or volunteer aide selected by the child. (Cal. Pen. Code § 11174.3.)

A staff member or volunteer aide selected by a child may decline to be present at the interview. If the selected person accepts, the principal or designee shall inform him/her of the following requirements:

1. The purpose of the selected person's presence at the interview is to lend support to the child and enable him/her to be as comfortable as possible.



2. The selected person shall not participate in the interview.
3. The selected person shall not discuss the facts or circumstances of the case with the child.
4. The selected person is subject to the confidentiality requirements of the Child Abuse and Neglect Reporting Act, a violation of which is punishable as specified in California Penal Code section 11167.5.

If a staff member agrees to be present, the interview shall be held at a time during school hours when it does not involve an expense to the school. (Cal. Pen. Code § 11174.3.)

### **Notifications**

Green Dot shall provide to all new employees who are mandated reporters a statement that informs them of their status as mandated reporters, their reporting obligations under California Penal Code section 11166, and their confidentiality rights under California Penal Code section 11167. Green Dot also shall provide these new employees with a copy of California Penal Code sections 11165.7, 11166, and 11167. (Cal. Pen. Code §§ 11165.7 and 11166.5.)

Before beginning employment, any person who will be a mandated reporter by virtue of his/her position shall sign a statement indicating that he/she has knowledge of the reporting obligations under California Penal Code section 11166 and will comply with those provisions. The signed statement shall be retained by Green Dot. (Cal. Pen. Code § 11166.5.)

Green Dot also shall notify all employees that:

1. A mandated reporter who reports a known or suspected instance of child abuse or neglect shall not be held civilly or criminally liable for making a report and this immunity shall apply even if the mandated reporter acquired the knowledge or reasonable suspicion of child abuse or neglect outside of his/her professional capacity or outside the scope of his/her employment. Any other person making a report shall not incur civil or criminal liability unless it can be proven that he/she knowingly made a false report or made a report with reckless disregard of the truth or falsity of the report. (Cal. Pen. Code § 11172.)
2. If a mandated reporter fails to report an incident of known or reasonably suspected child abuse or neglect, he/she may be guilty of a crime punishable by a fine and/or imprisonment. (Cal. Pen. Code § 11166.)
3. No employee shall be subject to any sanction by the district for making a report. (Cal. Pen. Code § 11166.)

### ***Tennessee Child Abuse Reporting Procedures and Agencies (TN Only)***

If an employee knows or reasonably suspects that a Green Dot student has been abused, the employee shall immediately report the suspicion to the student's principal and:

- A judge having jurisdiction over the child
- The Department of Children's Services ("DCS") local staff, or utilization of DCS Centralized Intake Process (877) 237-0004 or visit their website
- A Sheriff in the county where the child resides
- A Chief law enforcement officer in the municipality where the child resides

Within 24 hours of a report of abuse being made, the principal or the principal's designee shall contact the parent or legal guardian in coordination with the Department of Children's Services, pursuant to state law (T.C.A. 37-1-403; 37-1-605). The parent or legal guardian should not be notified if there is reasonable cause to believe that individual is responsible for the abuse. Additional information can be found at <http://www.tn.gov/youth/childsafety.htm>.

### ***Washington Child Abuse Reporting Procedures and Agencies (WA Only)***

If professional school personnel have a reasonable cause to believe that a child has suffered abuse or neglect, he or she shall report such incident, or cause a report to be made, to the proper law enforcement agency or to the Washington Department of Social and Health Services/Child Protective Services as provided in RCW 26.44.040. "Professional school personnel" include, but are not limited to, teachers, counselors, administrators, child care facility personnel, and school nurses.

When any person, in his or her official supervisory capacity with Green Dot, has reasonable cause to believe that a child has suffered abuse or neglect caused by a person over whom he or she regularly exercises supervisory authority, he or she shall report such incident, or cause a report to be made, to the proper law enforcement agency, provided that the person alleged to have caused the abuse or neglect is employed by, contracted by, or volunteers with Green Dot and coaches, trains, educates, or counsels a child or children or regularly has unsupervised access to a child or children as part of the employment, contract, or voluntary service. No one shall be required to report under this section when he or she obtains the information solely as a result of a privileged communication as provided in RCW 5.60.060.

"Abuse or neglect" means sexual abuse, sexual exploitation, or injury of a child by any person under circumstances which cause harm to the child's health, welfare, or safety, excluding conduct permitted under RCW 9A.16.100; or the negligent treatment or maltreatment of a child by a person responsible for or providing care to the child. An abused child is a child who has been subjected to child abuse or neglect as defined in RCW 26.44. "Child" or "children" means any person under the age of eighteen years of age.

An immediate oral report must be made by telephone or otherwise to the proper law enforcement agency or the department of social and health services and, upon request, must be followed by a report in writing. The report must be made at the first opportunity, but in no case longer than forty-eight hours after there is reasonable cause to believe that the child has suffered abuse or neglect. Such reports must contain the following information, if known:

1. The name, address, and age of the child;
2. The name and address of the child's parents, stepparents, guardians, or other persons having custody of the child;
3. The nature and extent of the alleged injury or injuries;
4. The nature and extent of the alleged neglect;
5. The nature and extent of the alleged sexual abuse;
6. Any evidence of previous injuries, including their nature and extent; and
7. Any other information that may be helpful in establishing the cause of the child's death, injury, or injuries and the identity of the alleged perpetrator or perpetrators.

Reports to the Washington State Department of Social and Health Services/Child Protective Services may be conducted by calling 1-866-ENDHARM (1-866-363-4276) or contact the local office <https://fortress.wa.gov/dshs/f2ws03apps/caofficespub/offices/general/OfficePick.asp>.

The principal or the principal's designee shall contact the parent or legal guardian in coordination with CPS. The parent or legal guardian should not be notified if there is reasonable cause to believe that individual is responsible for the abuse. Additional information can be found at <https://www.dshs.wa.gov/ca/child-safety-and-protection/how-report-child-abuse-or-neglect>.

## IV. BUSINESS ETHICS AND STANDARDS OF CONDUCT

### IV.A. Code of Conduct

The following conduct is prohibited and will not be tolerated by Green Dot. This list of prohibited conduct is illustrative only and applies to all employees of Green Dot; other types of conduct that threaten security, personal safety, student and employee welfare and Green Dot operations also may be prohibited. Further, the specification of this list of conduct in no way alters the at-will employment relationship as to at-will employees. If an employee is working under an applicable bargaining agreement which grants procedural rights prior to termination, the procedural terms in the contract shall apply.

- Poor or unsatisfactory performance
- Discourteous or disrespectful treatment of others, including Green Dot employees, parents, students or stakeholders
- Insubordination - refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority
- Inefficiency - including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities
- Unauthorized soliciting, collecting of contributions, distribution of literature, written or printed matter is strictly prohibited on Green Dot property by non-employees and by employees. This rule does not cover periods of time when employees are off their jobs, such as lunch periods and break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks.
- Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of Green Dot property
- Fighting or instigating a fight on Green Dot premises
- Violations of the drug and alcohol policy
- Using or possessing firearms, weapons or explosives of any kind on Green Dot premises
- Gambling on Green Dot premises
- Tampering with or falsifying any report or record including, but not limited to, personnel, absentee, sickness or production reports or records, specifically including applications for employment and time cards
- Recording the clock card, when applicable, of another employee or permitting or arranging for another employee to record your clock card
- Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees
- Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls
- Unauthorized use of Green Dot equipment, time, materials, or facilities
- Unprofessional conduct
- Violating any safety, health, security, or School policy, rule, or procedure, or engaging in any conduct which risks injury to the employee or others
- Engaging in conduct which constitutes a material conflict of interest
- Excessive absenteeism or tardiness excused or unexcused
- Posting any notices on Green Dot premises without prior written approval of management, unless posting is on an Green Dot bulletin board designated for employee postings

- Immoral or indecent conduct
- Conviction of a criminal act
- Engaging in sabotage or espionage (industrial or otherwise)
- Violations of the sexual harassment policy
- Failure to report a job-related accident to the employee's manager or failure to take or follow prescribed tests, procedures or treatment
- Sleeping during work hours
- Release of confidential information without authorization
- Any other conduct detrimental to other employees or Green Dot's interests or its efficient operations
- Refusal to speak to supervisors or other employees
- Dishonesty
- Failure to maintain appropriate credential(s) required for the position
- Abandonment of position

#### **IV.B. Alcohol, Smoking and Drug Use Policy**

##### **Smoke-Free Workplace**

In compliance with applicable law, Green Dot prohibits smoking in the workplace. Additional requirements dictate that Green Dot school grounds remain entirely smoke-free environments. For the purposes of this policy, "school grounds" means and includes land, portions of land, structures, buildings, and vehicles when used for the provision of academic or extracurricular programs, and structures that support these buildings, including, but not limited to administrative buildings, kitchens, maintenance shops, and garages. "Land" includes parking lots, sports fields, playgrounds and quads. Any violation or disputes arising under this policy should be reported to the Human Resources Department.

##### **Alcohol and Drug-Free Workplace**

All Green Dot employees have a responsibility and vital interest in maintaining a safe and efficient working environment. Employees who work while impaired by drugs or alcohol present a welfare and safety hazard to themselves and coworkers. Any employee who fails to support a drug-free workplace by violating any of the policies below may result in disciplinary action up to and including termination of employment:

- Use, possession, or solicitation of an illegal drug, intoxicant, or controlled substance while on the job, on Green Dot premises, or on Green Dot time
- Unauthorized use or possession of alcohol while on the job, on Green Dot premises, or on Green Dot time
- Operating a vehicle or potentially dangerous equipment owned or leased by Green Dot while under the influence of alcohol or an illegal drug, intoxicant, or controlled substance
- Reporting to work impaired by alcohol, an illegal drug, intoxicant, or controlled substance
- Distributing, selling, manufacturing, or purchasing – or attempting to distribute, sell, manufacture, or purchase – an illegal drug, intoxicant, or controlled substance during work hours or while on Green Dot premises

The medically authorized use of prescription or over-the-counter medications that do not impair an employee's ability to perform the essential job functions effectively and do not endanger the employee or other individuals in the workplace is permitted on the job. Use of prescription or over-the-counter medications that do impair an employee's ability to perform the essential job functions effectively and could endanger the employee or other

individuals in the workplace is strictly prohibited and could lead to disciplinary action up to and including termination.

### **Alcohol Exceptions Policy**

To the extent permitted by applicable law, the use of alcohol at social or business functions sponsored by Green Dot where alcohol is served or while entertaining employees, donors, et al. is permitted. However, employees must remember their obligation to conduct themselves properly at all times while at Green Dot sponsored functions or while representing the organization. Violation of this policy will result in disciplinary action, up to and including termination from employment with Green Dot.

### **IV.C. Professional Boundaries: Staff/Student Interaction Policy**

Green Dot recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest learning environment possible.

#### **Professional Boundaries**

This policy is intended to guide all Green Dot employees in conducting themselves in a way that reflects the high standards of behavior and professionalism required of employees who interact with students and to specify the boundaries between students and staff. Trespassing the boundaries of a student/staff relationship is deemed an abuse of power and a betrayal of public trust.

Although this policy gives specific, clear direction, it is each employee's obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, "Would I be engaged in this conduct if my family or colleagues were standing next to me?" Some activities may seem innocent from an employee's perspective, but can be perceived as inappropriate from a student or parent point of view. The objective of providing the examples of acceptable and unacceptable behaviors listed below is not to restrain innocent, positive relationships between employees and students, but to prevent relationships that could lead to, or may be perceived as, sexual or other misconduct. Employees must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes.

#### **Examples**

*Examples of Unacceptable Behaviors (Violations of This Policy) Absent Extraordinary Circumstances (e.g. a familial relationship)*

- Giving gifts to an individual student that are of a personal and intimate nature.
- Kissing of any kind.
- Any type of unnecessary physical contact with a student in a private situation, including hugging a student.
- Intentionally being alone with a student away from the school.
- Cursing or making or participating in inappropriate comments related to sex, sexual orientation or race.
- Failing to intervene when students curse or make inappropriate comments related to sex, sexual orientation or race.

- Seeking emotional involvement with a student for your benefit, including involving students in adult issues.
- Listening to or telling stories that are sexually oriented.
- Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior
- Allowing students in your home.
- Sending emails, text messages, posts, or letters to students if the content is not about school activities.
- Giving students a ride to/from school or school activities.
- Being alone in a room with a student at school with the door closed.
- Remarks about the physical attributes or development of anyone.
- Excessive attention toward a particular student.

#### *Examples of Acceptable and Recommended Behaviors*

- Getting school and parental written consent for any after-school activity.
- Obtaining formal approval (using the Green Dot Transportation Policy and Guidelines) to take students off school property for activities such as field trips or competitions.
- E-mails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
- Keeping the door open when alone with a student.
- Keeping reasonable space between you and your students.
- Stopping and correcting students if they cross your own personal boundaries.
- Keeping parents informed when a significant issue develops about a student.
- Keeping after-class discussions with a student professional and brief.
- Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
- Involving your supervisor if conflict arises with the student.
- Informing your principal about situations that have the potential to become more severe.
- Making detailed notes about an incident that could evolve into a more serious situation later.
- Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
- Asking another staff member to be present when you must be alone with a student.
- Giving students praise and recognition without touching them.
- Pats on the back, high fives and handshakes are acceptable.
- Keeping your professional conduct a high priority.

#### **Duty to Report**

When any employee becomes aware of another staff member having crossed the boundaries specified in this policy, he or she must report the matter to the school administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation.

## **Use of Electronic Media by Staff to Communicate With Student**

Any participation by any Green Dot employee with students, including through the use of electronic media or technology, should always be limited to school business. Participation by Green Dot employees with students in social media (e.g. Facebook, MySpace, Twitter, Instagram, video games, etc.), or other similar means, is highly discouraged, and can lead to violations of this policy.

Specifically, Green Dot employees are highly discouraged from inviting students to join social networks and insofar as such behavior occurs, employees will be responsible for any exposure/access by students to inappropriate or unprofessional content, including words or pictures.

### **IV.D. Dress Code**

A large part of the image that our schools project to the public, clients, visitors, and vendors is through its employees. Green Dot does not have an explicit dress code; however, it asks all employees to dress appropriately.

Employees must use good judgment in determining what types of clothing are considered appropriate attire. Clothing should be professional, clean and neat in appearance at all times. Hairstyles, make-up, grooming, and personal hygiene should be reasonable and in accordance with customary business practices. An employee's personal grooming and hygiene should not distract from the learning or working environment, nor should it offend students, parents, or other staff members.

### **IV.E. Public Relations Policy**

Green Dot believes in freedom of the press and does not have an explicit policy on how its employees should interact with the media. If you receive a request from the media, employees are asked to refer the matter to Green Dot's Director of Communications, School Principal, or Executive Director for guidance. Green Dot requires its employees to not make statements or representations on behalf of Green Dot Public Schools or any of its schools without Green Dot's expressed consent. Furthermore, employees are expected to use their best judgment if authorized to speak with media and are to be aware that their statements may be construed as not just representing themselves, but the entire Green Dot Public Schools organization.

### **IV.F. Proprietary and Confidential Information**

Green Dot protects the private information of its students, its staff, and their families. This information includes but is not limited to student lists, student cumulative files, student health files, student individualized education programs, personnel files, and computer records. In addition, federal law prohibits student information from being disseminated except under certain limited conditions. (Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. §1232g, 34 CFR Part 99).

Employee personal information is also confidential and may not be discussed with anyone other than the employee's supervisor or the Green Dot Human Capital or Human Resources Department.

Other records not subject to public disclosure pursuant to any applicable law shall not be shared. If an employee is unsure of the proprietary nature of information, he/she is encouraged to consult his/her supervisor or a member of the Green Dot Human Resources team. Green Dot employees may be subject to disciplinary action, up to and including termination, for violating this section.



With the exception of the above, Green Dot feels that sharing knowledge with other charter organizations, school districts, and other parties interested in the greater good is central to our goal of widespread educational reform and to our responsibilities as a not-for-profit organization that receives charitable and public funds. Green Dot has often shared its documents, policies, processes, and best practices with other organizations. The generosity of others helped Green Dot become what it is today, and this spirit of openness is at the core of Green Dot.

#### **IV.G. Telecommuting**

##### **Definition of Telecommuting**

Telecommuting occurs when a Green Dot employee works at a location other than a Green Dot location (e.g., a Green Dot Home Office or school site) or Green Dot-authorized activity.

##### **Purpose and Intent**

The purpose of this Telecommuting Policy is to further Green Dot's commitment to a collaborative and positive work environment by allowing its employees to telecommute when authorized by his or her immediate supervisor. Green Dot highly values in-person communication and interaction, but also supports telecommuting to improve productivity and workplace flexibility, attract and retain a diverse and talented work force, and reduce costs. Green Dot intends for telecommuting to occur for brief periods and not on a continuous basis (e.g., one to two workdays to complete a short-term project with an impending deadline).

Green Dot provides a generous amount of PTO and holiday vacation time to create a work-life balance. To attain this balance, Green Dot strongly encourages its Home Office employees to use PTO as a means to attend to personal matters or vacation, and not to perform job duties.

##### **Application**

This Telecommuting Policy only applies to Green Dot's full-time Home Office employees (whose work year consists of approximately 260 days).

This Telecommuting Policy does not apply to Home Office employees who have been offered the ability to telecommute as a result of providing a reasonable accommodation for a qualified individual with a disability.

Example for what telecommuting may be used:

- Short-term project with an impending deadline.

Examples for what telecommuting must not be used:

- Attending to a sick child or family member.
- Attending to household maintenance and service.

## **Policy**

Telecommuting is neither an entitlement nor an employee benefit, and in no way changes the terms and conditions of employment with Green Dot, including, but not limited to, the professional workday (i.e., a minimum eight-hour workday that closely aligns with Green Dot schools' schedules).

Prior to telecommuting, an employee must obtain authorization from his or her immediate supervisor.

Telecommuting employees must maintain the high standards of productivity and efficiency as expected while at another location. An employee's failure to comply with any of the requirements of this policy may result in the immediate cessation of any telecommuting agreement. Immediate supervisors are responsible for ensuring that such high standards are maintained by telecommuting employees.

Telecommuting employees must be accessible to Green Dot by phone, e-mail, or otherwise within a reasonable time period.

Telecommuting employees will continue to accrue PTO and other related benefits at the same rate as when not telecommuting. To utilize PTO on a scheduled telecommuting workday, employees must contact their immediate supervisor as soon as practicable after the need to use the PTO is known. Utilization of PTO shall be in accordance with the appropriate Green Dot policy.

Telecommuting employees who are not exempt from the overtime requirements of the Fair Labor Standards Act must record all hours worked in a manner designated by Green Dot. Hours worked in excess of those specified per day and per work week, in accordance with state and federal requirements, will require advance approval by the employee's responsible supervisor.

Telecommuting employees are subject to the same Green Dot policies regarding the use of Green Dot property/equipment and services while working from a Green Dot location. Telecommuting employees must maintain appropriate care and security of any and all Green Dot property/equipment used while telecommuting.

Telecommuting employees will be covered by workers' compensation for all job-related injuries occurring while telecommuting during their defined work period. Green Dot is not responsible for maintaining a safe and ergonomic working environment, including the work area, bathroom, and other areas that may be necessary for working while telecommuting. Workers' compensation will not apply to non-job-related injuries that occur while telecommuting. Telecommuting employees also remain responsible for injuries to third parties and/or members of the employee's family on the employee's premises or otherwise. Green Dot will not be responsible for injuries to third parties or members of a telecommuting employee's family that occur on the employee's premises or otherwise. In the event of a job-related incident, accident, or injury during telecommuting hours, the employee shall report the incident to his or her immediate supervisor as soon as practicable, and follow established procedures to report and investigate workplace incidents, accidents, or injuries. The employee must allow inspections of the telecommuting workplace conducted by Green Dot or its agent if a job-related incident, accident, or injury has occurred.

#### IV.H. Student Transportation Policy and Guidelines

Green Dot is committed to transporting students safely and recognizes that, in addition to general busing of students by Green Dot approved licensed bus drivers, situations arise that require student transportation by the authorized staff of Green Dot. Such situations include transportation of students for:

- Green Dot or school-sponsored field trips, excursions, or other extracurricular activities (e.g., athletic competitions); and
- Compelling circumstances (e.g., an emergency situation reasonably requiring action to help ensure student safety and/or health). Should compelling circumstances exist, an employee of Green Dot and/or its schools shall (1) attempt to contact the student's parent or guardian for permission to transport a Green Dot student in his or her personal vehicle, and (2) receive permission from the school principal or designee to transport a Green Dot student in his or her personal vehicle.

Without preventative measures, the foregoing situations may expose Green Dot to potential legal liability. Unconventional transportation arrangements (e.g., staff driving students home after an extracurricular activity), or students being left on or near campus without transportation, elevate the risk of liability to Green Dot.

To help avoid such liability, employees of Green Dot shall not transport students in their personal vehicles unless the:

- Student's parent has completed the *Transportation Permission and Release of Liability Form* and returned it to the student's school of attendance; and
- Driver has completed the *Employee Driver Agreement*, which has been approved by an administrator at the employee's assigned school. (The driver shall follow all instructions delineated in the Employee Driver Agreement to obtain permission to transport a Green Dot student and adhere to all terms contained therein.)

To quickly determine whether a student is permitted to be transported by a Green Dot employee, and whether a potential driver is authorized to transport a Green Dot student, the completed Transportation Permission and Release of Liability Form, and the Employee Driver Agreement shall be kept on file at the student's school of attendance and the employee's assigned school, respectively.

#### IV.I. Violence Prevention Policy

Green Dot is committed to providing a safe environment for its employees and students. Violent behavior, threats of violence, or physical intimidation will not be tolerated in Green Dot's workplace. Green Dot has numerous safety procedures in place, including sign-in procedures requiring visitors to sign in and out at the schools.

Green Dot recognizes that workplace violence is a growing concern at schools and offices across the country. Therefore, Green Dot is committed to providing a safe, violence-free workplace and school environment. In this regard, Green Dot strictly prohibits employees, students, volunteers, parents, consultants, customers, visitors, stakeholders, or anyone else on Green Dot premises or engaging in a Green Dot-related activity from behaving in a violent or threatening manner. Moreover, as part of this policy, Green Dot seeks to prevent workplace violence before it begins and reserves the right to deal with behavior that suggests a propensity towards violence even prior to any violent behavior occurring.

Threats of imminent violence, violent incidents, or dangerous or emergency situations should be reported immediately to Green Dot administration or an employee's supervisor, or by dialing 9-1-1, as appropriate and necessary. Green Dot will take appropriate action in response to reports of such conduct. Employees found to have violated this policy will be subject to disciplinary action, which may include termination from employment.

Anyone who believes that he or she is a victim of threatening or violent conduct in the workplace, or who observes such behavior or believes a credible threat of such behavior exists, should immediately report the conduct. Those who make such reports, in good faith, will be protected from any retaliatory or adverse employment action.

The prevention of workplace violence is a shared responsibility. Depending on the circumstances, Green Dot may be obligated to report incidents to external agencies (e.g., law enforcement). Green Dot's policy is to fully comply with its reporting obligations in all cases.

## V. FINANCE AND ACCOUNTING POLICIES

### V.A. Payroll

Green Dot's pay periods run from the 1st to the 15th of each month and the 16th to end of each month. Paychecks are issued semi-monthly on the 10th and 25th of each month unless those days fall on a weekend or holiday, in which case checks will be distributed on the preceding business day. All employee payroll amounts are calculated based upon approved rates included in the individual's personnel file. Any changes to pay rates or benefits must be properly initiated and authorized using the Green Dot Personnel Action Form ("PAF").

If for any reason, an employee receives the incorrect amount of pay, Green Dot will handle each situation as follows:

- If an employee is materially underpaid (i.e., gross adjustment due is in the amount of \$100 or more) due to erroneous processing by Payroll or due to submission of incorrect information by managers/administrators, then a manual check will be issued prior to the next pay date.
- If an employee is overpaid due to erroneous processing by Payroll or due to submission of incorrect information by the employee/managers/administrators, then a repayment arrangement will be negotiated with that employee to repay the overpayment to GDPS. The employee will agree in writing (e-mail is acceptable) that deductions from future pay checks meet with their approval. Repayments to GDPS should be completed by the end of the fiscal year.

### Direct Deposit

All Green Dot employees are compensated by way of direct deposit by default. Employees will complete the necessary paperwork with Human Resources upon hire or at any point thereafter.

Employees who receive live checks and deposit them **BEFORE** the check date will be charged a fee of \$25 for cashing the check prior to the check date.

### Pay Deductions

All Green Dot employees are subject to normal state and federal pay deductions – e.g. taxes, social security, Medicare, etc. Please see Payroll and Benefit Parameters set by the IRS and your state of employment for the most recent calendar year for further details.

Additional payroll deductions, such as retirement deductions and benefits deductions may be withheld and deposited in a timely manner, if applicable.

### Submission of Hourly Pay

Hourly employees are required to submit hours worked on a semi-monthly basis to their supervisors for approval. Hours are generally due on the 1st and 16th of each month for payment the following pay date. Timesheets need to be approved by a supervisor prior to submittal.

## **Submission of Time Off**

Employees are responsible for reporting their time off per the process identified by their supervisor. Please refer to the Sick Leave and Paid Time Off section of the Employee Handbook for more details on time off. Failure to report PTO and Sick Leave may result in disciplinary action up to and including termination of employment.

## **Stipends**

From time to time, stipends are offered to employees for specific services rendered that fall outside their normal role and responsibilities. Stipends are treated as regular income and are thus subject to all standard taxes and other deductions. Please refer to any applicable bargaining agreement that may specify how stipends are allocated and for what amounts.

## **Overtime**

Whether an employee is exempt from or subject to overtime pay will be determined on a case-by-case basis and will be indicated in the employee's job description. Generally, teachers and administrators are exempt. Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to these exempt employees.

Non-exempt employees may be required to work beyond the regularly scheduled workday or workweek as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime for non-exempt employees. All overtime work must be previously authorized by the employee's supervisor. Green Dot provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal laws

For purposes of calculating hours worked and overtime pay, the Green Dot work week begins each Monday at 12:01a.m. and ends on Sunday at midnight. The Green Dot workday begins at 12:01 a.m. and ends at midnight 24 hours later.

### ***California Overtime (CA Only)***

For employees subject to overtime, all hours worked in excess of eight (8) hours in one workday or forty (40) hours in one work week (Monday-Sunday) shall be treated as overtime. Compensation for hours in excess of forty (40) for the workweek or in excess of eight (8) and not more than twelve (12) for the workday, and for the first eight (8) hours on the seventh consecutive day in one workweek, shall be paid at a rate of one and one-half times the employee's regular rate of pay. Compensation for hours in excess of twelve (12) in one workday and an excess of eight (8) on the seventh consecutive workday of the workweek shall be paid at double the regular rate of pay.

### ***Tennessee Overtime (TN Only)***

For employees subject to overtime, all hours worked in excess forty (40) hours in one work week (Monday-Sunday) shall be treated as overtime and shall be paid at a rate of one and one-half times the employee's regular rate of pay.

### ***Washington Overtime (WA Only)***

For employees subject to overtime, all hours worked in excess forty (40) hours in a seven day work week shall be treated as overtime and shall be paid at a rate of one and one-half times the employee's regular rate of pay.

On a monthly basis, Payroll data encompassing regular time and overtime incurred in the period is provided to the appropriate school's Home Office budget Director/Manager or Home Office Department Head. The data is reviewed for reasonableness and discussed with Administrators and Department Heads as necessary.

### **Meal and Rest Breaks**

It is important to Green Dot, that all employees take daily rest time away from their work area. The Company offers a fully functional break room to allow a place for employees to rest and eat during their breaks.

### ***California Rest and Meal Breaks (CA Only)***

All nonexempt employees are entitled to paid rest break periods during their workday. You will be authorized and permitted one (1) 10-minute rest break for every four (4) hours you work.

All nonexempt employees will be provided an uninterrupted unpaid meal period of at least thirty (30) minutes if you work more than five (5) hours in a workday. You must clock out for your meal period. You will be permitted a reasonable opportunity to take this meal period, and you will be relieved of all duty. During your meal period, you are free to come and go as you please and are free to leave the premises. You are expected to return to work promptly at the end of any meal period.

If your total work period for the day is more than five hours per day but no more than six hours, you may waive the meal period. This cannot be done without the mutual consent of you and your supervisor. You must discuss any such waiver with your supervisor in advance.

### ***Tennessee Meal Breaks (TN Only)***

All nonexempt employees will be provided an uninterrupted unpaid meal period of at least thirty (30) minutes if you work more than six (6) hours in a workday. You must clock out for your meal period. You will be permitted a reasonable opportunity to take this meal period, and you will be relieved of all duty. During your meal period, you are free to come and go as you please and are free to leave the premises. You are expected to return to work promptly at the end of any meal period.

### ***Washington Rest and Meal Breaks (WA Only)***

All nonexempt employees are entitled to paid rest break periods during their workday. You will be authorized and permitted one (1) 10-minute rest break for every four (4) hours you work.

All nonexempt employees will be provided an uninterrupted unpaid meal period of at least thirty (30) minutes if you work more than five (5) hours in a workday. The meal break is to be taken between the second and fifth work hour. You must clock out for your meal period. You will be permitted a reasonable opportunity to take this meal period, and you will be relieved of all duty. During your meal period, you are free to come and go as you please and are free to leave the premises. You are expected to return to work promptly at the end of any meal period.

## **Recording Meal Periods**

You must clock out for any meal period and record the start and end of the meal period. Employees are not allowed to work “off the clock.” All work time must be accurately reported on your time record. If for any reason you are not provided a meal period in accordance with our policy, or if you are in any way discouraged or impeded from taking your meal period or from taking the full amount of time allotted to you, please immediately notify your supervisor or Human Resources. Anytime you miss a meal period that was provided to you (or you work any portion of a provided meal period), you will be required to report to your supervisor and document the reason for the missed meal period or time worked.

## **V.B. Consultants and Independent Contractors**

An individual not employed by GDPS who performs a service may be considered an independent contractor. In order to preserve the nature of the principal and independent contractor relationship, several requirements should be met before contracting with a third-party. In particular, independent contractors should:

- Be free from GDPS’s control and direction in performing the service, both under a contract and in fact.
- Provide a service that is outside GDPS usual expertise.
- Be engaged in an independent trade, occupation, profession or business of the same type.
- Not receive any fringe benefits directly, although their fee may include a provision for fringe benefits.
- Not be assigned a permanent workstation.
- Use his/her own invoice in billing for services.
- Provide proof of appropriate insurance

Independent contractors and consultants are not entitled to any of the benefits that Green Dot provides its employees, including, but not limited to, workers’ compensation, disability insurance, leaves of absence, vacation, or sick pay. Independent contractors and consultants are responsible for providing disability, workers’ compensation, or other insurance as well as licenses, credentials, and permits usual or necessary for performing the applicable services.

Under no circumstances shall Green Dot be considered or interpreted to be an independent contractor’s or consultant’s employer, partner, agent, or principal for any purpose.

Prior to services being rendered, the Green Dot Human Resources Department must be contacted to develop a written engagement agreement contract. The use of independent contractors is closely monitored so as not to vary from the rules of the Internal Revenue Code. The drafting of all contracts for independent contractors should be based on the standard contract template jointly developed by Green Dot’s Human Resources and Legal departments. Any significant changes to the standard template should be reviewed by Green Dot’s Compensation Committee and Legal Department before the execution of the contract to limit GDPS’s exposure to liability or legal action.

Additionally, Independent Contractors are required to follow the Criminal Background Checks and Tuberculosis Testing as outlined in this Employee Handbook prior to completing the contracting process. Once cleared to begin work, Independent Contractors are required to submit written, detailed invoices for payments which are processed through the Green Dot Accounts Payable Department on a Net 30 basis.



## V.C. Acceptable Use of Public Funds

The term “public funds” is not limited to money, but includes anything of value belonging to a public agency such as equipment, supplies, compensated staff time, and use of telephones, computers, and fax machines and other equipment and resources.

Due to the receipt of public funds from various public sources, there is increased scrutiny over Green Dot’s use of public funds. Green Dot adheres to applicable state and federal laws and regulations regarding the use of public funds. Private funds which are donated to Green Dot are considered public funds once received by Green Dot. Green Dot Public Schools National does not intend to receive any public funds and the following policies may not apply to the GDPS National.

### Gifts of Public Funds

Using public funds for gifts of a personal nature is not allowed. Gift certificates, flowers and candy are most often viewed as personal as opposed to public in character and, therefore, should not be purchased by Green Dot employees. Gift certificates or gift cards are characterized as gifts of public funds and, therefore, are not allowed because they confer a tangible benefit to an individual. However, gift certificates and gift cards originating directly from a donation from external vendors or individual contributors can be transferred by Green Dot administrators to employees for various organizational purposes. The employee is responsible for ensuring that the gift or benefit received is in accordance with the “Acceptance of Personal Gifts” section of this handbook.

Staff appreciation meals are considered a gift of public funds and, therefore, not allowed due to the fact that staff appreciation meals do not serve a direct and/or substantial public purpose. Note that meals served at professional development trainings are allowable. Employees must provide appropriate support or proof that a professional development session took place. Appropriate support includes but is not limited to an agenda and a brief description of the session.

Flowers may be used for awards ceremonies or as decorations for public events.

Additionally, Green Dot funds are not allowed to be used for donations to nonprofit organizations or students/families in need because they are considered a gift of public funds, no matter how worthy the cause. Green Dot’s tax identification numbers allows donations to the schools to be tax deductible, but once the funds are received they are commingled with other monies received for a variety of purposes. Sending a portion of the funds to another nonprofit agency constitutes a gift of public funds.

In general, fundraising that occurs on campus should be for the benefit of the school and not for other organizations. However, a group of students or employees may organize a fundraiser to support a charity as long as the event is clearly identified as raising funds for that charity. All donations should be in the form of checks made payable to the charity and should be picked up or delivered to the charity.

### Prizes and Awards

**Students:** To recognize student achievement, prizes and awards may be issued. Prizes and awards are gifts of tangible personal property presented to students in recognition of outstanding achievement in academic performance or other performance-related activities that involve a skill rather than luck and are part of the educational experience. The prize or award cannot be cash or a cash equivalent (e.g., gift cards).

**Employees:** Awards may be issued to recognize employee achievement. An employee achievement award is an item of tangible personal property that must be awarded as part of a meaningful presentation. The prize or award cannot be cash or a cash equivalent. The award should be of a de minimis nature with a value of less than \$200 per employee and provided infrequently. On an annual basis, employee achievement awards may not exceed \$400 per employee. The purpose and description of the prize/award must be provided during the purchasing and payment process. Since monetary prizes and awards are not allowed, gift cards may not be purchased.

#### **V.D. Purchasing**

Purchasing refers to the process of acquiring goods and services best suited for the specific needs of GDPS. By creating purchase orders in ExpenseWatch, Home Office Departments and Schools can purchase items/services to support the needs of students, staff, and class instruction. Textbooks, technology equipment, and furniture must be purchased centrally by the Green Dot Purchasing Department in order to adhere to required specifications and maintain appropriate asset tagging.

To maximize Green Dot's purchasing power for discounts, a "preferred vendor" list for commonly purchased items is available in ExpenseWatch (located under the Purchasing tab as "Company Documents"). Prior to purchasing an item, this list should be consulted to determine if an existing vendor offers the desired item. Using this list allows Green Dot to leverage its purchasing power for future discounts.

New vendors will not be set up for products/services offered by existing preferred vendors.

#### **Signing Authority**

Only specific employees are authorized to encumber and make representations on behalf of Green Dot. Those employees are responsible for making authorizations in accordance with policies applicable to the specific item being authorized. Please reference Finance and Accounting Policies and Procedures for additional details.

#### **Use of Credit Cards**

Credit cards will only be issued with the formal approval of the employee's manager and Green Dot's Chief Financial Officer with proper justification. The issuance of a credit card and the justification thereof should be based on functional considerations of transactional frequency and how many schools and departments the employee serves. The cost/benefit to Green Dot should be fully reviewed to ensure that no other method of payment is appropriate. Credit cards that are issued will be assigned to a specific Green Dot employee and should be used only for business-related expenditures. The employee is expected to use it for all travel and expense purchases and is discouraged from using personal credit cards for business-related expenditures.

All Green Dot credit card charges must be supported by itemized receipts which detail the items purchased and reflect the amount of sale/use tax paid to the vendor. A list of attendees and specific business purpose must also be included to be eligible for payment by Green Dot. Additionally, employees are required to reconcile monthly credit card statements to receipts which are then submitted to the appropriate approver. Credit cards used by school employees should be approved by the school's Home Office budget Director/Manager. Credit cards used by Home Office employees should be approved by the Home Office Department Head, unless not deemed independent; then the approval would be performed by Green Dot's Controller.

If a cardholder is unable to provide receipts to support every charge, the expense will be considered personal and payment responsibility will rest with the Green Dot employee who is the cardholder. Unpaid personal expenses

will result in suspension of card privileges until the personal balance is paid in full. If the cardholder fails to produce receipts on more than three occasions, the cardholder's credit privileges will be permanently revoked.

Under no circumstances shall the cardholder use his/her Green Dot issued credit card to make personal purchases or pay for services that may be considered IRS Form 1099-MISC reportable income. Improper use of a Green Dot issued credit card may result in disciplinary action up to and including termination.

#### **V.E. Donations and Fundraising**

In keeping with Green Dot's tax exempt status, Green Dot Public Schools National staffs a Development Department focused on grant writing and fundraising for Green Dot and its schools. However, Green Dot encourages schools and employees to obtain additional monetary and non-monetary donations through individual grants, personal relationships, and fundraising events which will benefit the school and organization.

Employees should check with their supervisor or Department Head prior to soliciting any donations or setting up any fundraisers to ensure compliance with local, state, and federal laws as well as Green Dot internal policies. Prospective donations from large organizations or individuals should be coordinated with the Green Dot Development Department prior to pursuing the donation.

#### **Monetary Donations**

Myriad laws and regulations governing donations to charitable organizations as well as rules related to using funds only in strict accordance with the donor's wishes require the following:

- Solicitations of donations including school-site fundraising must be explicit as to the purpose(s) for which the funds are being sought.
- Donations exceeding \$25 must be acknowledged in writing and will be done so with the Green Dot Development department.
- When necessary separate restricted accounts will be required to ensure that donor funds are handled appropriately.
- All donor funds will be promptly recorded and then deposited into the applicable bank account.
- Employees responsible for monitoring donor funds will ensure that the funds are used strictly in accordance with the donor's understanding as to why the funds were raised and/or any specific written restrictions.
- Once a restriction has been fulfilled, any remaining funds will be returned to the donor(s), if required, or transferred to unrestricted funds for use in the support of GDPS mission.

If a potential donor wishes to make a financial gift to Green Dot, please check with your school principal and/or direct the donor to the Green Dot Development Department. Donors should be reminded that to protect the deductibility of their contributions, the appropriate Green Dot entity should be listed as the recipient of the funds rather than the individual school, if applicable. Green Dot will ensure that all donations earmarked for an individual school will be restricted to the specified use by the named school(s). Below are the Green Dot entities:

- Green Dot Public Schools National
- Green Dot Public Schools California
- Green Dot Public Schools Tennessee
- Green Dot Public Schools Washington

All payments should be made payable to the applicable Green Dot entity. If the donation is for a specific school, the school to receive credit for the funds should be noted elsewhere on the documents (e.g., the memo area of the check) so that Green Dot can ensure the donation is earmarked for the individual school and will be restricted to the specified use by the named school(s).

### **Donation of Assets**

Green Dot recognizes the value of donated goods that may be offered on a sporadic basis without charge to the organization. All donated goods must be related to an educational function and must be approved by the Principal or Green Dot Department Head.

Please refer to the Finance & Accounting Policy Manual for additional required procedures.

### **School Site Fundraising**

In keeping with Green Dot's tax exempt status, individual schools may only engage in fundraising under the Green Dot umbrella and all donor checks must be made payable to the Green Dot regional entity in which the school operates. Schools planning fundraisers that exceed anticipated expenditures or income of \$5,000, or fundraisers involving raffles, and/or auctions must contact Green Dot's Finance and Accounting Department. Fundraising proceeds will only be disbursed in accordance with Green Dot's standard practices and in accordance with the reason(s) for which the funds were raised.

If an employee wishes to conduct a fundraiser or solicit donations, then the employee must make arrangements with the school's Principal (or School Fundraising Designee) and/or Office Manager to ensure organization policies and procedures are followed. When items are sold and money is collected by someone other than a school's Office Manager, the transfer of money to the Office Manager must be documented clearly. Cash/Checks collected must be stored in the safe at all times.

### **Raffles**

Legal requirements must be followed when conducting raffles. The raffle must be conducted in accordance with the Operating Guidelines set forth in the Raffles Procedures (located in the School Fundraising Handbook which can be found on Connect) to avoid the appearance of "gambling." It is also legal to give prizes in a raffle designed to raise funds in the student body, provided the money collected is at least as much as the value of the prize(s) being raffled off.

## **V.F. Scholarships**

Green Dot is proud to act as a conduit for donors who wish to make contributions to assist students by helping to defray the cost of either their secondary or post-secondary education. It is recognized that donors may specify the conditions under which such aid may be awarded. However, Green Dot retains the right not to accept any largess or make any award that in its opinion may be construed to be discriminatory in nature.

From time to time, Green Dot may offer an award to students to assist with the cost of post-secondary education from its discretionary funds. The qualifications for receiving these funds and the amount of the award(s) will be made available to all Green Dot students as well as the terms for selection of the final Awardee(s). At the time of selection, Awardees will be provided with a Green Dot pledge specifying the conditions and the amount of the award. However, the purpose of these awards is to promote continuing education and, as such, checks will not be made payable to an Awardee. Awardees can request that funds be disbursed directly to a post-secondary school of his/her choice to be used solely to support his/her education under the condition that no refund of unused funds can be made directly to the Awardee. As an alternative, Awardees can elect to request reimbursement of education related expenses up to the amount of the award upon the presentation of adequate expenditure documentation.

Green Dot may not use company resources or company time to establish scholarship programs that aim specifically to provide financial assistance for students who cannot qualify for college attendance financial aid from any Federal sources due to the student's undocumented status. To avoid the mingling of private donations for this specific purpose with the state and federal funding, the schools are encouraged to work with an outside agency that accepts donations for this purpose.

From time to time, Green Dot Public Schools National may provide scholarships at its sole discretion.

## **V.G. Acceptance of Personal Gifts**

No employee may solicit or accept gifts of significant value, lavish entertainment or other benefits from students, parents, donors, et al. Special care must be taken to avoid even the impression of a conflict of interest. Employees are not allowed to accept any gift which would cause the cumulative amount of gifts from an individual source to exceed \$250 during any calendar year, or applicable local/state law, whichever is deemed lesser. If an employee is unsure if a gift will violate this policy, please consult a supervisor or a member of the Green Dot Finance and Accounting team.

The term "gift" does not include:

- Meals provided to a Green Dot staff at an event at which an official speaks, participates in a seminar or similar activity or provides a similar service.
- Travel expenses and meals paid for by a local, state, federal or foreign government agency.
- Payment for travel expenses from a nonprofit organization of which Green Dot is a member

## **V.H. Expense and Travel Reimbursement**

Green Dot may authorize payment for actual and necessary expenses, including travel incurred by an employee performing pre-approved, authorized services. However, the majority of day-to-day purchases (e.g., supplies) should be done thru the appropriate purchasing processes (see Purchasing Section of the Employee Handbook). Every effort should be made to obtain items from GDPS approved vendors using the requisition process or

corporate credit cards. Purchases from vendors outside the home state are subject to that home state's Tax and this tax will be added to the cost of the item and charged to the budget of the site that incurred the charge. Reimbursement request forms are to be completed and processed through ExpenseWatch. The reimbursement requests require approval (via ExpenseWatch) by the assigned approver (Department Head, Principal or direct supervisor).

Therefore, employees must receive approval from their school's Principal, Supervisor, or Department Head prior to incurring expenses.

In General:

- Expenses can be reimbursed up to 45 calendar days from the date of the transaction
- Itemized receipts and/or proof of payment must accompany all expenses
- All expenses must be pre-approved by the appropriate Department Head, School-Site Administrator or direct supervisor
- Employees must use their corporate credit card if one has been issued to them

Failure to comply with the above will result in non-reimbursement of the expense.

### **Mileage Reimbursement**

Employees who earn more than \$85,000 per year may not seek reimbursement for mileage. Employees who earn \$85,000 or less a year may seek reimbursement for mileage incurred above and beyond the normal commute to his/her place of business. A Mileage Log must be submitted for all mileage reimbursement requests and must indicate the points of travel, dates of travel, odometer readings and the miles eligible for reimbursement. Again, normal commuting costs of traveling to and from work are not reimbursable and must be subtracted from the reimbursement request.

For example, I travel 15 miles to get to work on a normal day, but I am requesting reimbursement to visit school site A (5 miles) school site B (5 miles) and then to my assigned office (10 miles). Twenty miles were traveled (5+5+10) but only 5 are eligible for reimbursement, since I normally travel 15 miles. However, mileage to and from an employee's assigned office to approved destinations are reimbursable.

The current reimbursable rate is determined using the IRS standard mileage reimbursement rate for the use of a car. Note: gas, oil or other vehicle maintenance items and insurance related to personal car use for business travel is not reimbursable since this is included in the IRS/government mileage rate.

### **Meals and Entertainment**

For U.S. tax reporting purposes, meal expenses are defined as the costs incurred for food and beverages in the conduct of business. Entertainment expenditures, whether client or firm related, require pre-approval. Entertainment expenses include, but are not limited to, the cost of amusement or recreational facilities, attendance at the theater and sporting events.

Meals made necessary by travel are reimbursable. Every effort must be made to ensure that the cost of such meals is reasonable. For meals, GDPS has set a maximum daily reimbursement, exclusive of tips, of:

- \$12 for breakfast
- \$18 for lunch
- \$36 for dinner

These rates were benchmarked against the U.S. General Services Administration reimbursement rates (<http://www.gsa.gov/perdiem>). If an employee is traveling to a particularly expensive state (e.g., New York), the rates are \$20 for breakfast, \$30 for lunch and \$45 for dinner. Tips considered reasonable and necessary are eligible for reimbursement. In addition, exceptions are made for meals with potential donors or funders, but should still be reasonable.

- Meals and entertainment expenses require the following documentation for reimbursement to occur:
- Meals and entertainment expenses must be listed separately on the expense form (including those that were paid as part of a hotel bill).
- Itemized, detailed receipts must be included. Each employee must also include a form of payment such as a canceled check, credit card or bank statement.
- The description must include the number of individuals and the names of those attending (include self), their titles and business relationship, if applicable, and business purpose of meal and/or entertainment.
- GDPS does not reimburse an employee for alcohol.

## **Travel**

In the spirit of being a non-profit educational organization, employees are asked to spend prudently. Green Dot employs an online travel management system (Egencia) in which employees can book air, hotel, and car rental travel and is billed directly to Green Dot. Unless otherwise approved by your supervisor, employees should use the Egencia system.

## **Sales and Lodging Tax Exemptions**

Some states and/or municipalities allow exemptions for not-for-profit organizations. Please check the availability of the exemption for your destination(s). GDPS will provide a copy of our IRS determination letter so that the exemption can be claimed.

## **Hotels**

Reasonable lodging costs incurred in the course of business travel will be covered by Green Dot whenever a day trip is not appropriate, if approved in advance. Green Dot may have negotiated rates at certain hotels and employees are expected to stay at those hotels, if available. . All hotel bookings require approval by the department head in which the travel expense will be incurred. Additionally:

- GDPS employees are expected to stay in standard business class lodgings that charge a reasonable rate.
- GDPS will not pay for lodging costs when staying in a city longer than is justifiably necessary.

The itemized hotel bill showing the form of payment used (charge slip or zero balance) must be submitted with the expense form or credit card reconciliation as documentation. A charge slip alone is not acceptable. In the

event of an express checkout, a hotel invoice along with a form of payment on the invoice (such as a credit card number) is acceptable.

When work commitments require Friday and Monday trips to the same city, the traveler is ordinarily expected to return home for the weekend. However, if such travel would be more costly or time-consuming than remaining at the distant location over the weekend, lodging and reasonable meal costs for the traveler would be reimbursable with the following restrictions:

- Must be pre-approved
- Costs of entertainment such as gym use, movies, cocktails and cultural events are considered personal in nature and will not be reimbursed.
- Hotel laundry or valet charges are not reimbursable, unless for unexpected extended trips.
- Items of clothing purchased when traveling are not reimbursable. This includes replacement of lost or stolen items as well as clothing purchased as a result of an unexpected extended stay.

### **Air Travel**

GDPS employees are expected to travel using the lowest available logical fare in Economy class. Air booking searches on Egencia will automatically find the lowest available logical fare. All air travel requires approval by the department head in which the travel expense will be incurred. Additionally:

- The only legitimate reason for flying any class other than Economy is if seats are not available in Coach or if an employee has a disability for which a reasonable accommodation is required. If this is the case, approval must be obtained from his/her manager before purchasing the ticket.
- Only actual costs will be reimbursed upon completion of travel. No reimbursement will be made for the value of premiums earned through frequent traveler programs applied to business travel. This includes free upgrades or free flights. Miles and points earned are the property of the employee.

GDPS is not responsible for lost, stolen or damaged luggage. Please file a claim with the airlines and/or personal insurance company.

Flight changes which incur costs will only be paid for by GDPS if they are business related and reasonable.

### **Car rentals**

Car rentals should be used only when needed and alternate forms of road transportation (i.e., taxis, public transit and personal vehicles) are not more feasible or available. Green Dot currently has a corporate contract with National Car Rental and employees are to use this preferred vendor when possible.

GDPS staff should rent "mid-size" models or lower. Upgrade charges are generally not reimbursable, though reasonable exceptions may be allowed if previously approved and adequately explained.

Loss Damage Waiver ("LDW") insurance is included in the corporate contract. If renting outside of the corporate contract, LDW should be accepted.

GDPS will not be responsible for vehicle damage that occurs during business use of either a personal or rented car. Parking or traffic fines are not reimbursable.



Rentals over a weekend or holiday period are generally not reimbursable, unless adequately explained and previously approved by a manager.

Every effort should be made to refuel at a gas station prior to returning the vehicle at the end of the rental period, instead of purchasing the refill directly from the car rental company (except when refill option is more economical).

### **Other Transportation**

Reimbursement will be made for reasonable expenditures for transportation other than air, travel and car rentals. This category includes:

- Taxi fares between office/home and airport as well as between airport / hotel and final destination (e.g., conference) when traveling. Employees should verify whether the hotel or conference location has a free shuttle from the airport to the hotel/conference prior to travel since many such shuttles are available free of charge.
- Tolls and parking fees incurred when using personal car for business travel (gasoline is not reimbursable, see mileage reimbursement policy).
- Tolls, gas and parking fees incurred during business travel while using a rental car.

Reimbursement guidelines are updated annually. All expense and travel reimbursement exceptions should be forwarded to the direct supervisor for review and approval prior to occurrence.

### **Advances**

In specific circumstances in which a staff member has limited funds to pay GDPS expenses, GDPS may issue an advance. Every effort should be made to process as much of the projected out-of-pocket expenses through Accounts Payable as possible to minimize any required advance amount and if possible eliminate the need for an advance altogether. For example, airfare and hotel can be paid for upfront by GDPS check or Corporate Credit Cards.

The employee must complete the Cash Advance Request form that presents an estimate of costs which will be the basis for any advanced amount. Advances must be pre-approved by the Department Head or Principal, as appropriate. The Cash Advance Request form should be submitted to Accounts Payable as soon as possible to ensure that the employee receives the advance in enough time to purchase the goods or services. The advance will be issued, via a check, from Accounts Payable. The employee must follow all reimbursement guidelines as stated in the Travel and Expense Reimbursement Policy. The employee will need to submit an expense report with receipts within 45 days of the dates on the receipts, or the conclusion of travel whichever is later. Advances will only be granted when it is deemed absolutely necessary by GDPS. Failure to provide receipts or remit unused funds will result in a deduction from payroll earnings.

### ***California Non-Reimbursable Expenses (CA Only)***

As a California non-profit public benefit corporation, GDPS must adhere to certain guidelines as set forth by the California Department of Education for the use of State and Federal funds. The following is an illustrative list which outlines the majority of non-reimbursable expenses including, but not limited to: personal expenses, alcohol, tobacco, mini-bar expenses, spouse or family member expenses, laundry or cleaning expenses (except for

unexpected extended trips), traffic citations, pay-for-view movies in hotels, cultural events, monetary gifts or gift cards and unreasonable or extravagant expenses.

Other non-reimbursable expenses include the fee for obtaining a background check and/or a TB clearance in order to secure employment with GDPS.

## VI. HEALTH AND RELATED BENEFITS

Green Dot provides all regular, full-time employees with a benefits package that includes:

- Medical
- Dental
- Vision
- Paid Life and Optional Life (Optional Life at employee's cost)
- Short and Long Term Disability
- Flexible Spending Accounts
- Employee Assistance Program
- 401(k) Retirement Plan
- Aflac (Optional at employee's cost)
- State Retirement Plans (if applicable)

### VI.A. Health Benefits

An employee is eligible for benefits on their first day of employment with Green Dot and has 30 calendar days from their start date to select benefits/enroll. Green Dot provides these benefits for its employees as well as their spouses, domestic partners, and children. When an employee first joins Green Dot, they are asked to select their benefits from the available providers and plans. If an employee fails to select a plan within 30 calendar days from their start date, the employee will be automatically enrolled in the most basic plan available.

Green Dot provides a \$75/month incentive if an employee opts out of medical, dental, and vision benefits. This money is considered taxable income and is subject to all applicable taxes. Employees choosing to opt out of Green Dot's medical, dental, and vision benefits must show proof of other coverage in order to be eligible for the incentive.

Employees who have a spouse that also works for Green Dot will not be eligible for double insurance coverage nor will be eligible for the \$75 incentive and must provide Green Dot with proof of marriage (e.g., marriage certificate).

Employees who have a domestic partner covered under the Green Dot insurance must provide Green Dot with a notarized Affidavit of Domestic Partnership, available from the Human Resources department.

For more information on Green Dot's most up-to-date benefits providers and plans, please contact the Human Resources Department at [benefits@greendot.org](mailto:benefits@greendot.org).

### Open Enrollment

Once a year, Green Dot holds an open enrollment period during which employees can change their benefit plans based on those available for the upcoming year. Open enrollment takes place annually in May and any changes made will take effect on July 1 of the same year. Employees are not allowed to make health benefit changes outside of this period unless certain life-changing events have occurred (e.g., marriage, birth of a child). Under such circumstances, employees have 30 calendar days from the date of the life-changing event to notify Green Dot's Human Resources Department to make changes to the employee's benefit plan. If an employee fails to

notify Human Resources of a life-changing event within 30 calendar days, the employee will have to wait until the next Open Enrollment period to make any changes to the employee's benefit plans. For more information regarding which life-changing events qualify, contact Green Dot's Human Resources Department at [benefits@greendot.org](mailto:benefits@greendot.org).

## **VI.B. Retirement**

### **401(k) Retirement Plan**

Green Dot provides active full time employees 18 and older have an opportunity to participate in a comprehensive 401k plan. Eligible employees may contribute a portion of their pretax income towards the Green Dot 401(k) plan up to the maximum allowable by law.

For more information on Green Dot's most up-to-date 401(k) plans, please visit the Connect intranet. All eligible employees will receive a Summary Plan Description outlining the details of the plan.

### **State Retirement Plans**

#### ***California CalSTRS (CA Only)***

All employees whose job requires certification/licensure (e.g. teaching, counseling, administration credentials, etc.) and are deemed eligible by the California State Teacher's Retirement System (CalSTRS) automatically participate in CalSTRS. Both the employee and Green Dot are required to contribute to CalSTRS, but are not subject to social security deductions. Employee contributions are made on a tax-deferred basis. For more information on CalSTRS, such as vesting rules and retirement benefits calculations, please visit the CalSTRS website at [www.calstrs.com](http://www.calstrs.com).

#### ***California CalPERS (CA Only)***

All classified school employees automatically participate in the California Public Employees Retirement System (CalPERS). Both the employee and Green Dot are required to contribute to CalPERS in addition to social security deductions. Employee contributions are made on a tax-deferred basis. For more information on CalPERS, such as vesting rules and retirement benefits calculations, please visit the CalPERS website at [www.calpers.ca.gov](http://www.calpers.ca.gov).

#### ***Tennessee TCRS (TN Only)***

All employees whose job requires certification/licensure (e.g. teaching, counseling, administration credentials, etc.) and are deemed eligible by the Tennessee Consolidated Retirement System (TCRS) automatically participate in TCRS. For TCRS, "teachers" includes any employee working "as a teacher, librarian, principal, supervisor of teachers or any other position whereby the state requires the employee to be certificated as a teacher or licensed as nurse or physical therapist." T.C.A. 8-34-101. Both the employee and Green Dot are required to contribute to TCRS in addition to social security deductions. Employee contributions are made on a tax-deferred basis. For more information on TCRS, such as vesting rules and retirement benefits calculations, please visit the TCRS website at <http://www.treasury.tn.gov/tcrs>.

## VI.C. Holidays

All full-time active employees will be paid for the following holidays. Part-time employees will be paid the average daily hours they have worked during the previous 90 day period for each holiday. Temporary, Seasonal, Independent Contractors, employees on leave, and inactive employees do not qualify for holiday pay.

- Independence Day (Full Year Employees Only)
- Labor Day
- Veterans Day
- Day before Thanksgiving (TN and WA School Site Employees Only)
- Thanksgiving
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day
- Martin Luther King Day
- President's Day
- Cesar Chavez Day (CA School Site Employees Only)
- Memorial Day

For the current year's holiday schedule, please refer to the Human Resources Department section of Connect, Green Dot's online, internal resources sharing and training network.

Employees will only receive holiday pay while on active, paid status. Specifically, an employee must either work or be on approved PTO/Sick status the day before and the day after a holiday. If an employee terminates service with Green Dot the day before a holiday he/she will not be paid for that holiday.

### Breaks

Green Dot active employees, not covered by a bargaining unit, may be eligible to receive pay during Green Dot acknowledged Spring and Winter Breaks. Compensation during the Breaks is discretionary and determined by the Green Dot Organizational Leadership Team (OLT) on an annual basis.

Employees will only receive discretionary Break pay while on active, paid status. Specifically, an employee must either work or be on approved PTO/Sick status the regularly schedule workday before and the regularly scheduled workday after a holiday. If an employee terminates service with Green Dot the day before a Break he/she will not be paid for that Break or any portion thereof.

Part-time employees eligible to receive discretionary Break pay will be compensated at a pro-rated amount based on the average daily hours they have worked during the previous 90 day period. Temporary, Seasonal, Independent Contractors, employees on leave, and inactive employees do not qualify for discretionary Break pay.

## **Religious Observances**

Green Dot supports providing reasonable accommodations for its employees' sincerely held religious beliefs. To that end, an employee may request time off for religious observances that are not listed in Green Dot's regular holiday schedule above. The employee shall make a written request for such leave to his or her immediate supervisor, which shall only be denied when an employee's absence from work would create an undue hardship on Green Dot's operations.

Since religious holidays are scheduled events, the employee must provide his or her supervisor with adequate notice when requesting leave under this policy. Should an employee not have sufficient available PTO/Sick leave to cover the requested day(s) off, Green Dot shall grant the time off as unpaid.

### **VI.D. Attendance**

Every job is essential to the efficient operation of the organization and employees are expected to arrive on time every workday. If, for any reason, an employee is going to be late or absent from work, the employee must notify the appropriate supervisor as much in advance as possible or immediately upon determining that one will be absent or late. If that supervisor is not available, the employee should leave a message for her/him. Excessive absences or lateness is unacceptable and may lead to disciplinary action, up to and including termination.

Any employee who fails to report for work for three (3) consecutive working days without giving prior notice may be deemed to have voluntarily resigned from employment.

Any employee who is absent due to illness or injury for three (3) consecutive working days or longer, shall submit a medical authorization supporting his or her absence and authorizing return to work.

### ***California ACEA Employees (CA Only)***

*In the event an ACEA unit member is absent due to illness or injury for five (5) consecutive days or longer, the unit member shall submit a medical authorization supporting his or her absence and authorizing return to work.*

### **VI.E. Sick Leave and Paid Time Off**

Green Dot offers Sick Leave and/or Paid Time Off ("PTO") to all of its full-time and part-time active employees. Green Dot does not offer Sick Leave and/or PTO to employees on a Temporary, Seasonal or Independent Contractor status. All Sick Leave/PTO must be requested through the employee's supervisor as far in advance as possible.

#### **Paid Time Off ("PTO")**

Paid Time Off ("PTO") are hours that are accrued and can be used for personal time off including sick time, vacation and personal days. PTO hours cannot be used unless it has been earned. If an employee chooses to take time off without having enough time earned, the time taken will be unpaid.

PTO will begin to accrue commencing on an employee's date of hire or re-hire (whichever is most recent). The employee will begin accruing PTO hours based on a schedule of 24 pay periods per year. The employee will begin accruing PTO on their first paycheck.

A current statement of each employee's accrued PTO is noted on the employee's most recent pay stub. It is each employee's responsibility to monitor the amount of their accrued PTO.

The maximum PTO benefits that any employee may have at any time shall not exceed 240 hours. It is not the responsibility of Green Dot to notify employees when they have reached the maximum. If an employee has reached this maximum, the employee will cease to accrue any additional PTO. Employees who's PTO reaches the maximum of 240 hours are encouraged to make arrangements to use their PTO. Once the employee uses PTO and the balance falls below the maximum, PTO will begin accruing again.

Any employee who accrues PTO and takes a leave of absence does not accrue any new PTO during such leave. Additionally, PTO accruals may be reduced by leaves of absences or layoffs or excessive absenteeism.

All PTO must be requested through the employee's supervisor as far in advance as possible. The supervisor will make the final determination regarding the PTO request depending on workload and scheduling needs. Management reserves the right to deny a PTO request based on business demands. Supervisors are responsible for ensuring adequate staffing levels and should attempt, when feasible, to resolve PTO scheduling conflicts.

Employees are responsible for reporting their PTO per the process identified by their supervisor. Failure to report PTO may result in disciplinary action up to and including termination of employment.

When an employee changes from a position that accumulates PTO to a position that earns a different time-off benefit (e.g., sick time), his/her PTO will be paid out based on the employee's salary while in the position that accumulates PTO. This payout will occur at the time the employee transitions to the new position and shall not exceed the maximum balance of 240 hours.

PTO benefits will not be cashed out except when an employee terminates, or in a special circumstance approved on an individual basis by the CEO or Executive Director. Payment of PTO hours will not be allowed in excess of hours accrued, or the maximum of 240 hours.

### **Sick Leave**

Sick Leave is time (in hours) that is given to an employee at the start of each fiscal year and can be used when an employee is ill, has a personal injury, caring for an ill immediate family member, attending physician appointments, or while on a medical leave of absence. Sick Leave cannot be used as a means to supplement holiday and/or vacation time. Sick leave can be accumulated without a maximum amount and is not paid out upon separating from employment with Green Dot.

Certificated Employees shall be entitled to sick leave accrued from previous employment in a school district, charter school or public school while participating in a state pension and must be verified appropriately in order to be transferred to Green Dot. Please see Green Dot's Human Resources Department for the "Transfer of Accumulated Sick Leave" form.

Pay stubs shall display the total balance of an employee's accumulated Sick Leave hours.

An employee is required to call his or her supervisor as soon as the need to be absent is known, but in no event less than 90 minutes (i.e. 1 1/2 hours) prior to the start of the work day, unless in the case of an emergency, to permit the employee's supervisor to adequately plan for the absence.

Any employee who is absent due to illness or injury for three (3) consecutive working days or longer, shall submit a medical authorization supporting his or her absence and authorizing return to work.

***California ACEA Employees (CA Only)***

In the event an ACEA unit member is absent due to illness or injury for five (5) consecutive days or longer, the unit member shall submit a medical authorization supporting his or her absence and authorizing return to work.

Employees that are part of a collective bargaining agreement can find the most updated information in their current contract. For at-will employees, Sick Leave and Paid Time Off is applied as follows:

**PTO and Sick-Leave for Part-Time Employees**

At-will certificated employees assigned to the Home Office who work part time and at least 50% of the time (i.e., 20 hours per week/130 days) receives a proportional amount of PTO and Sick Leave hours relative to the number of hours for a full-time employee in a comparable position.



**California PTO and Sick Leave Chart (CA Only)**

Position Type	Tenure with Green Dot	PTO	Sick Leave
<b>CATEGORY 1a:</b> National, Regional, and School year-round salaried employees eligible for a State pension	0 months - 36 months	5 Days per year (1.67 hours per pay period)	10 Days
	37 months - 72 months	10 Days per year (3.33 hours per pay period)	
	73 months +	15 Days per year (5.00 hours per pay period)	
<b>CATEGORY 1b:</b> National, Regional, and School year-round salaried employees not eligible for State pension	0 months - 36 months	15 Days per year (5.00 hours per pay period)	
	37 months - 72 months	20 Days per year (6.67 hours per pay period)	
	73 months +	25 Days per year (8.33 hours per pay period)	
<b>CATEGORY 1c:</b> National, Regional, and School non year-round salaried employees eligible for State pension			10 Days
<b>CATEGORY 2a:</b> National, Regional, and School hourly employees eligible for State pension	0 months - 36 months	5 Days per year (1.67 hours per pay period)	10 Days
	37 months - 72 months	10 Days per year (3.33 hours per pay period)	
	73 months +	15 Days per year (5.00 hours per pay period)	
<b>CATEGORY 2b:</b> National, Regional, and School hourly employees not eligible for State pension	0 months - 36 months	15 Days per year (5.00 hours per pay period)	
	37 months - 72 months	20 Days per year (6.67 hours per pay period)	
	73 months +	25 Days per year (8.33 hours per pay period)	
<b>CATEGORY 3:</b> ACEA Classified hourly employees	Please refer to bargaining agreement		
<b>CATEGORY 4:</b> AMU certificated employees	Please refer to bargaining agreement		
<b>CATEGORY 5:</b> Student support employees			10 Days

**Tennessee PTO and Sick Leave Chart (TN Only)**

Position Type	Tenure with Green Dot	PTO	Sick Leave
<b>CATEGORY 1a:</b> National, Regional, and School year-round salaried employees eligible for a State pension	0 months - 36 months	5 Days per year (1.67 hours per pay period)	10 Days
	37 months - 72 months	10 Days per year (3.33 hours per pay period)	
	73 months +	15 Days per year (5.00 hours per pay period)	
<b>CATEGORY 1b:</b> National, Regional, and School year-round salaried employees not eligible for State pension	0 months - 36 months	15 Days per year (5.00 hours per pay period)	
	37 months - 72 months	20 Days per year (6.67 hours per pay period)	
	73 months +	25 Days per year (8.33 hours per pay period)	
<b>CATEGORY 1c:</b> National, Regional, and School non year-round salaried employees eligible for State pension			10 Days
<b>CATEGORY 2a:</b> National, Regional, and School hourly employees eligible for State pension	0 months - 36 months	5 Days per year (1.67 hours per pay period)	10 Days
	37 months - 72 months	10 Days per year (3.33 hours per pay period)	
	73 months +	15 Days per year (5.00 hours per pay period)	
<b>CATEGORY 2b:</b> National, Regional, and School hourly employees not eligible for State pension	0 months - 36 months	15 Days per year (5.00 hours per pay period)	
	37 months - 72 months	20 Days per year (6.67 hours per pay period)	
	73 months +	25 Days per year (8.33 hours per pay period)	

**Washington PTO and Sick Leave Chart (WA Only)**

Position Type	Tenure with Green Dot	PTO	Sick Leave
<b>CATEGORY 1a:</b> National, Regional, and School year-round salaried employees eligible for a State pension	0 months - 36 months	5 Days per year (1.67 hours per pay period)	10 Days
	37 months - 72 months	10 Days per year (3.33 hours per pay period)	
	73 months +	15 Days per year (5.00 hours per pay period)	
<b>CATEGORY 1c:</b> National, Regional, and School non year-round salaried employees eligible for State pension			10 Days
<b>CATEGORY 2a:</b> National, Regional, and School hourly employees eligible for State pension	0 months - 36 months	15 Days per year (5.00 hours per pay period)	
	37 months - 72 months	20 Days per year (6.67 hours per pay period)	
	73 months +	25 Days per year (8.33 hours per pay period)	

## **Donation of Sick Time and PTO Days**

At-will employees are prohibited from donating or requesting donation of hours from any other Green Dot employee. Employees that are part of a collective bargaining agreement should consult their applicable agreement for guidelines on donating sick hours to other members on leave.

## **VI.F. Emergency or Weather Shutdown**

In the event of severe weather conditions, natural disasters or other emergencies, Green Dot may be closed. The decision to close Green Dot may be made by the CEO, COO, and/or Executive Director of Green Dot. Employees should expect to be contacted directly to know Green Dot's decision for the particular day.

For full-time and part-time exempt employees, no loss of pay will occur as a result of missed or truncated days for these reasons. Additionally, if full-time and part-time exempt employees report to work and find that Green Dot is unexpectedly closed due to an emergency, no loss of pay will occur for that day. However, non-full year exempt full-time and part-time employees may be required to work make-up days not to exceed the number of days of the shutdown.

Non-exempt employees who remain at work to complete assigned work duties after Green Dot has closed because of severe weather conditions or another emergency will be paid for half of the remaining hours worked beyond the announced closing time if their supervisor, principal or other management team member requests such employees to remain at work.

## VII. LEAVES OF ABSENCE

It is Green Dot's policy to grant leaves of absence to all eligible employees on a non-discriminatory basis. Leaves of absence ("LOA") will be granted for all state and/or federally mandated leaves including, but not limited to:

- Family/Medical Leave
- Pregnancy Disability Leave
- Military/Reserve Duty

Additionally, leaves of absence will be considered for:

- Jury Duty
- Bereavement
- Personal Unpaid Leave
- Short Term Disability
- Long Term Disability

### **Request for Leave**

Requests for a leave of absence should be provided thirty (30) days in advance, or as far in advance as practically possible. All leave requests must be in writing to Human Resources or the direct supervisor using the appropriate Request for Leave of Absence form.

### **Compensation**

Compensation during a leave of absence is not provided by Green Dot unless required by federal or state laws. An employee may be eligible for lost wage replacement through available disability insurance plans and/or state programs. Employees may also elect to replace lost wages with accrued paid sick time or PTO while on inactive status. Payout of any sick time or PTO will be pro-rated and coordinated with disability payments and/or state provided payments so not to exceed an employee's base rate of pay.

### **Employment Status**

While an employee is on an approved leave of absence, the employee will be placed on inactive status. During inactive status, employees do not continue to accrue benefits based on hours worked including paid holidays, PTO, sick, and retirement benefits.

### **Health Insurance Benefits**

Green Dot will continue an employee's health insurance policies while on an approved leave in accordance with federal and state laws. If no federal or state law regulates, Green Dot will continue an employee's health insurance while on an approved leave of absence for a maximum of one (1) month. Employees may continue the health insurance benefits beyond what is provided by Green Dot under the provisions of COBRA.

### **VII.A. Family and Medical Leave (FMLA)**

The Family and Medical Leave Act ("FMLA") leave shall be provided in accordance with federal and state law and the applicable collective bargaining agreement.

For employees not covered by a collective bargaining agreement, the following policy demonstrates Green Dot's compliance with FMLA leave requirements, both of which require Green Dot to permit each eligible employee to take up to 12 work weeks of FMLA leave in a 12-month rolling calendar period for the birth/adoption of a child, the employee's own serious illness or to care for certain family members who have a serious illness or up to 26

work weeks of FMLA leave to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin.

For purposes of this policy, all leave taken under FMLA will be referred to as "FMLA leave." FMLA leave will run concurrently with all other appropriate leaves applicable under federal and state law.

Green Dot has adopted the rolling calendar period for the purpose of calculating time off under FMLA. An employee's entitlement to FMLA is not defined by any fixed 12-month period, but rather a varying window of time based on the 12 months immediately preceding the current date on which FMLA leave is taken. Using this method, time off under FLMA is measured backward 12 months from any given date for which an employee uses FMLA leave time. FMLA time used can continuously "roll off" an employee's total as hours fall outside of the current 12-month period.

### **Employee Eligibility Criteria**

To be eligible for FMLA leave, the employee must have been employed by Green Dot for the last 12 months and must have worked at least 1,250 hours during the 12-month period immediately preceding commencement of the FMLA leave.

### **Events That May Entitle an Employee to FMLA Leave**

1. To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude 12 months after the birth, adoption, or placement. If both parents are employed by the School, they will be entitled to a combined total of 12 weeks of leave for this purpose.
2. Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School's separate pregnancy disability policy). A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves:
  - a. Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or
  - b. Continuing treatment by a health care provider.
3. To care for a spouse, domestic partner, child, or parent with a serious health condition or military service-related injury (Military Caregiver Leave).
4. For any "qualifying exigency" because the employee is the spouse, son, daughter, or parent of an individual who is placed on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces.

### **Amount of FMLA Leave Which May Be Taken**

1. FMLA leave may be taken in one or more periods, but may not exceed the total number of workweeks allotted by law in any 12-month period. "Workweeks" refers to the equivalent of the employee's normally scheduled workweeks. For a full-time employee who works five eight-hour days per week, "twelve workweeks" means 60 working eight-hour days. Time off for Military Caregiver Leave is an extension of FMLA and inclusive of all time off allotted and taken under FMLA.
2. The "12 month period" in which FMLA leave may be taken is the 12 month period immediately preceding the commencement of any FMLA leave.

## **Health Benefits during FMLA Leave**

The provisions of Green Dot's various employee benefit plans govern continuing eligibility during FMLA leave, and these provisions may change from time to time. The health benefits of employees on FMLA leave will be paid by Green Dot during the leave at the same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. When an employee's request for FMLA leave is granted, Green Dot will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period. Employees who waive medical benefits during this period will continue to receive a \$75 waiver benefit reimbursement to be paid upon return from leave of absence. It is the employee's responsibility to make this request for reimbursement.

## **Seniority**

An employee on FMLA leave remains an employee and the leave will not constitute a break in service. An employee who returns from FMLA leave will return with the same seniority he or she had when the leave commenced, if applicable.

## **Procedures for Requesting and Scheduling FMLA Leave**

1. An employee should request FMLA leave by completing a Request for Leave Form and submitting it to their Supervisor. An employee asking for a Request for Leave Form will be given a copy of Green Dot's current FMLA leave policy.
2. An employee should generally provide 30 days' advance notice when the need for the leave of absence is foreseeable; for instance, if medical treatments or other events are planned or known in advance. If the leave of absence is not foreseeable, the employee should provide notice to his or her immediate supervisor as soon as practicable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt Green Dot's operations.
4. If FMLA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's spouse, parent or child, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
5. If an employee needs intermittent leave or a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, that leave/schedule is subject to the approval of the employee's health care provider. The employee must also work with his or her supervisor to schedule the leave so as not to unduly disrupt the organization's or school's operations. The employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
6. In most cases, Green Dot will respond to a FMLA leave request within two days of acquiring knowledge that the leave is being taken for an FMLA-qualifying reason and, in any event, within 10 days of receiving the request. If an FMLA leave request is granted, Green Dot will notify the employee in writing that the leave will be counted against the employee's FMLA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

## **Medical Certifications**

1. An employee requesting FMLA leave because of his or her own or a relative's serious health condition must provide medical certification from the appropriate health care provider on a form supplied by Green Dot. Failure to provide the required certification within 15 days of the leave request may result in denial of the leave request until such certification is provided.
2. If Green Dot has reason to doubt the medical certification supporting a leave because of the employee's own serious health condition, Green Dot may request a second opinion by a health care provider of its choice (paid for by Green Dot). If the second opinion differs from the first one, Green Dot will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.
3. Re-certifications are required if leave is sought after expiration of the time estimated by the health care provider. Re-certifications may also be required every 30 days upon the request of Green Dot. Failure to submit required re-certifications can result in termination of the leave.

### **Return to Work**

1. Upon timely return at the expiration of the FMLA leave period, an employee (other than a "key" employee whose reinstatement would cause serious and grievous injury to Green Dot's operations) is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA leave.
2. Before an employee will be permitted to return from FMLA leave taken because of his or her own serious health condition, the employee must obtain a certification from his or her health care provider that he or she is able to resume work.
3. If an employee can return to work with limitations, Green Dot will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from Green Dot.

### **Limitations on Reinstatement from FMLA Leave**

1. Green Dot may refuse to reinstate a "key" employee if the refusal is necessary to prevent substantial and grievous injury to Green Dot's operations. A "key" employee is an exempt salaried employee who is among the highest paid 10% of Green Dot's employees within 75 miles of the employee's worksite.
2. A "key" employee will be advised in writing at the time of a request for, or if earlier, at the time of commencement of, FMLA leave, that he or she qualifies as a "key" employee and the potential consequences with respect to reinstatement and maintenance of health benefits if Green Dot determines that substantial and grievous injury to Green Dot's operations will result if the employee is reinstated from FMLA leave. At the time it determines that refusal is necessary, Green Dot will notify the "key" employee in writing (by certified mail) of its intent to refuse reinstatement and will explain the basis for finding that the employee's reinstatement would cause Green Dot to suffer substantial and grievous injury. If Green Dot realizes after the leave has commenced that refusal of reinstatement is necessary, it will give the employee at least ten (10) days to return to work following the notice of its intent to refuse reinstatement.



## **Employment During FMLA Leave**

An employee on FMLA leave may not accept employment with any other employer without Green Dot's written permission. An employee who accepts such employment will be deemed to have resigned from employment at Green Dot.

## **VII.B. Pregnancy and Parent Leave**

### ***Pregnancy Disability Leave (CA Only)***

Pregnancy Disability Leave (PDL) shall be provided in accordance with federal and state law and the applicable collective bargaining agreement. For those employees not covered by a collective bargaining agreement, this policy explains how Green Dot complies with the California Pregnancy Disability Act, which requires Green Dot to give each female employee an unpaid leave of absence of up to a maximum of four (4) months, as needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions. California PDL runs concurrently with time off granted under FMLA and is in addition to leave available under the California Family Rights Act.

### **Employee Eligibility Criteria**

To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or a related medical condition and must provide appropriate medical certification concerning the disability.

### **Events That May Entitle an Employee to Pregnancy Disability Leave**

The four-month pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

- The employee is unable to work at all or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or
- The employee needs to take time off for prenatal care.

### **Duration of Pregnancy Disability Leave**

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. "Four months" means the number of days the employee would normally work within four months. For a full-time employee who works five eight hour days per week, four months means 88 working and/or paid eight hour days of leave entitlement based on an average of 22 working days per month for four months.

## **Health Benefits**

The provisions of Green Dot's various employee benefit plans govern continued eligibility during pregnancy disability leave and these provisions may change from time to time. When a request for pregnancy disability leave is granted, Green Dot will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

## **Seniority**

An employee on pregnancy disability leave remains an employee of Green Dot and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, he or she will return with the same seniority he or she had when the leave commenced.

## **Medical Certifications**

An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider on a form supplied by Green Dot. Failure to provide the required certification within fifteen (15) days of the leave request may result in a denial of the leave request until such certification is provided.

Re-certifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required re-certifications can result in termination of the leave.

## **Requesting and Scheduling Pregnancy Disability Leave**

An employee must request pregnancy disability leave by completing a Request for Leave form and submitting it to her supervisor. An employee asking for a Request for Leave Form will be referred to Green Dot's then current pregnancy disability leave policy.

1. Employee should provide not less than thirty (30) days or as short of notice as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
2. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt Green Dot's operations.
3. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
4. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
5. In most cases, Green Dot will respond to a pregnancy disability leave request within two (2) days of acquiring knowledge that the leave qualifies as pregnancy disability and, in any event, within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, Green Dot will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

## **Return to Work**

1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to be reinstated to the same position, unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless there is no comparable position available, and filling that position with the returning employee would substantially undermine Green Dot's ability to operate the business safely and efficiently. A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.
2. Before an employee will be permitted to return from a pregnancy disability leave of three days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.
3. If the employee can return to work with limitations, Green Dot will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from Green Dot.

## **Employment During Pregnancy Leave**

An employee on pregnancy disability leave may not accept employment with any other employer without Green Dot's written permission. An employee who accepts such employment will be deemed to have resigned from employment.

### ***California Family Rights Leave (CA Only)***

For employees not covered by a collective bargaining agreement, the following policy demonstrates Green Dot's compliance with California Family Rights Act (CFRA) leave requirements, both of which require Green Dot to permit each eligible employee to take up to 12 work weeks of CFRA leave in a 12-month period under certain circumstance in accordance with state laws. CFRA leave will run concurrently with all other appropriate leaves applicable under federal and state law including FMLA.

## **Employee Eligibility Criteria**

To be eligible for CFRA leave, the employee must have been employed by Green Dot for at least 12 months and must have worked at least 1,250 hours during the 12-month period immediately preceding commencement of the CFRA leave.

## **Events That May Entitle an Employee to CFRA Leave**

The California Family Rights Act (CFRA) (Gov. Code, § 12945.2) provides time off for the purpose of:

- The birth of an employee's child for purposes of bonding
- Placement of a child in the employee's family for adoption or foster care
- For the serious health condition of the employee's child, parent or spouse
- For the employee's own serious health condition:

## **Amount of CFRA Leave Which May Be Taken**

CFRA leave can be taken in one or more periods, but may not exceed 12 workweeks total for any purpose in any 12-month period, as described below, for any one, or combination of the above-described situations. "Twelve

workweeks” means the equivalent of twelve of the employee’s normally scheduled workweeks. For a full-time employee who works five eight-hour days per week, “twelve workweeks” means 60 working and/or paid eight-hour days. The “12 month period” in which 12 weeks of CFRA leave may be taken is the 12 month period immediately preceding the commencement of any CFRA leave.

When CFRA leave is taken for the birth, adoption, or foster care placement of a child Green Dot will grant time off in a minimum of two weeks duration. Green Dot may grant time off for lessor duration on any two occasions. In addition, leave taken for the birth, adoption, or foster care placement of a child must be completed within one year of the qualifying event.

### **Health Benefits during CFRA Leave**

The provisions of Green Dot’s various employee benefit plans govern continuing eligibility during CFRA leave, and these provisions may change from time to time. The health benefits of employees on CFRA leave will be paid by Green Dot during the leave at the same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. When an employee’s request for CFRA leave is granted, Green Dot will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period. Employees who waive medical benefits during this period will continue to receive a \$75 waiver benefit reimbursement to be paid upon return from leave of absence. It is the employee’s responsibility to make this request for reimbursement.

### **Seniority**

An employee on CFRA leave remains an employee and the leave will not constitute a break in service. An employee who returns from CFRA leave will return with the same seniority he or she had when the leave commenced, if applicable.

### **Procedures for Requesting and Scheduling CFRA Leave**

An employee should request CFRA leave by completing a Request for Leave Form and submitting it to their Supervisor.

An employee should generally provide 30 days’ advance notice when the need for the leave of absence is foreseeable; for instance, if medical treatments or other events are planned or known in advance. If the leave of absence is not foreseeable, the employee should provide notice to his or her immediate supervisor as soon as practicable

Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt Green Dot’s operations.

If CFRA leave is taken because of the employee’s own serious health condition or the serious health condition of the employee’s spouse, parent or child, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.

If an employee needs intermittent leave or a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, that leave/schedule is subject to the approval of the employee’s health care provider. The employee must also work with his or her supervisor to schedule the leave so as not to unduly disrupt the organization’s or school’s operations. The employee may be transferred temporarily to an

available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.

If a CFRA leave request is granted, Green Dot will notify the employee in writing that the leave will be counted against the employee's CFRA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

### **Medical Certifications**

An employee requesting CFRA leave because of his or her own or a relative's serious health condition must provide medical certification from the appropriate health care provider on a form supplied by Green Dot. Failure to provide the required certification within 15 days of the leave request may result in denial of the leave request until such certification is provided.

If Green Dot has reason to doubt the medical certification supporting a leave because of the employee's own serious health condition, Green Dot may request a second opinion by a health care provider of its choice (paid for by Green Dot). If the second opinion differs from the first one, Green Dot will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.

Re-certifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required re-certifications can result in termination of the leave.

### **Return to Work**

Upon timely return at the expiration of the CFRA leave period, an employee (other than a "key" employee whose reinstatement would cause serious and grievous injury to Green Dot's operations) is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's CFRA leave.

Before an employee will be permitted to return from CFRA leave taken because of his or her own serious health condition, the employee must obtain a certification from his or her health care provider that he or she is able to resume work.

If an employee can return to work with limitations, Green Dot will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from Green Dot.

### **Employment During CFRA Leave**

If an employee on CFRA leave accepts employment with any other employer without Green Dot's written permission, the leave of absence will be denied and the employee will be deemed to have resigned from employment at Green Dot.

### ***Tennessee Maternity and Parental Leave (TN Only)***

Tennessee Maternity and Parental Leave shall be provided in accordance with federal and state law. This policy explains how Green Dot complies with the Tennessee Parental Leave Act (TCA 4-21—408), which requires Green Dot to give each employee, male or female, an unpaid leave of absence of up to four (4) months, as needed, for

adoption, pregnancy, childbirth and nursing an infant. With regard to adoption, the four month period will begin at the time the employee receives custody of the child. FMLA leaves runs concurrently with Tennessee Maternity and Parental Leave.

### **Employee Eligibility Criteria**

Employees must have been employed by the same employer for at least twelve (12) consecutive months as full-time employees, as determined by the employer at the job site or location, to be eligible for parental leave.

### **Events That May Entitle an Employee to Parental Leave**

Employees are eligible for Parental Leave for adoption, pregnancy, childbirth and nursing the infant, where applicable.

### **Duration of Parental Leave**

Parental Leave may only be taken in one period that does not exceed four months. “Four months” means the number of days the employee would normally work within four months. For a full-time employee who works five eight hour days per week, four months means 88 working and/or paid eight hour days of leave entitlement based on an average of 22 working days per month for four months.

### **Health Benefits**

The provisions of Green Dot’s various employee benefit plans govern continued eligibility during parental leave and these provisions may change from time to time. When a request for parental leave is granted, Green Dot will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

### **Seniority**

An employee on parental leave remains an employee of Green Dot and a leave will not constitute a break in service. When an employee returns from parental leave, he or she will return with the same seniority he or she had when the leave commenced.

### **Requesting and Scheduling Parental Leave**

An employee must request Parental Leave by completing a Request for Leave form and submitting it to the employee’s supervisor. When foreseeable, at least three (3) months advance notice must be given to the employer in anticipation of Parental Leave.

1. Employees who give at least three (3) months advance notice to their employer of their anticipated date of departure for such leave, their length of leave, and their intention to return to full-time employment after leave, shall be restored to their previous or similar positions with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of their leave.
2. Employees who are prevented from giving three (3) months advance notice because of a medical emergency which necessitates that leave begins earlier than originally anticipated shall not forfeit their rights and benefits under this policy solely because of their failure to give three (3) months advance notice.

3. Employees who are prevented from giving three (3) months advance notice because the notice of adoption was received less than three (3) months in advance shall not forfeit their rights and benefits under this policy solely because of their failure to give three (3) months advance notice.
4. In most cases, Green Dot will respond to a pregnancy disability leave request within two (2) days of acquiring knowledge that the leave qualifies as pregnancy disability and, in any event, within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, Green Dot will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

### **Return to Work**

An eligible employee complying with the notice requirements is entitled to reinstatement to his or her previous position or a similar position with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of his or her leave

1. If an employee's job position is so unique that the employer cannot, after reasonable efforts, fill that position temporarily, then the employer shall not be liable for failure to reinstate the employee at the end of the parental leave period.
2. Whenever the employer shall determine that the employee will not be reinstated at the end of such leave because the employee's position cannot be filled temporarily or because the employee has used such leave to pursue employment opportunities or to work for another employer, the employer shall so notify the employee.

### **Employment during Parental Leave**

The purpose of this section is to provide leave time to employees for adoption, pregnancy, childbirth and nursing the infant, where applicable; therefore, if an employer finds that the employee has utilized the period of leave to actively pursue other employment opportunities or if the employer finds that the employee has worked part time or full time for another employer during the period of leave, then the employer shall not be liable under this section for failure to reinstate the employee at the end of the leave.

### ***Washington State Family Leave (WA only)***

The following policy demonstrates Green Dot's compliance with Washington State Family Leave Act (FLA) permitting each eligible employee to take up to 12 work weeks of FLA leave in a 12-month period under certain circumstance in accordance with state laws. FLA leave will run concurrently with all other appropriate leaves applicable under federal and state law including FMLA. FLA does not run concurrently with FMLA when leave is taken for pregnancy disability.

### **Employee Eligibility Criteria**

To be eligible for FLA leave, the employee must have been employed by Green Dot for a total of 12 months and must have worked at least 1,250 hours during the 12-month period immediately preceding commencement of the FLA leave.

## **Events That May Entitle an Employee to FLA Leave**

The Washington State Family Leave Act provides time off for the purpose of:

- The birth of an employee's child and in order to care for the child.
- Placement of a child with the employee for adoption or foster care.
- The care for an employee's family member who has a serious health condition.
- The employee's own serious health condition that makes the employee unable to perform the functions of his or her position.

## **Amount of FLA Leave Which May Be Taken**

FLA leave can be taken in one or more periods, but may not exceed 12 workweeks total for any purpose in any 12-month period, as described below, for any one, or combination of the above-described situations. "Twelve workweeks" means the equivalent of twelve of the employee's normally scheduled workweeks. For a full-time employee who works five eight-hour days per week, "twelve workweeks" means 60 working and/or paid eight-hour days. The "12 month period" in which 12 weeks of FLA leave may be taken is the 12 month period immediately preceding the commencement of any FLA leave.

When FLA leave is taken for the birth, adoption, or foster care placement of a child leave must be completed within one year of the qualifying event.

## **Health Benefits during FLA Leave**

The provisions of Green Dot's various employee benefit plans govern continuing eligibility during FLA leave, and these provisions may change from time to time. The health benefits of employees on FLA leave will be paid by Green Dot during the leave at the same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. When an employee's request for FLA leave is granted, Green Dot will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period. Employees who waive medical benefits during this period will continue to receive a \$75 waiver benefit reimbursement to be paid upon return from leave of absence. It is the employee's responsibility to make this request for reimbursement.

## **Seniority**

An employee on FLA leave remains an employee and the leave will not constitute a break in service. An employee who returns from FLA leave will return with the same seniority he or she had when the leave commenced, if applicable.

## **Procedures for Requesting and Scheduling FLA Leave**

An employee should request FLA leave by completing a Request for Leave Form and submitting it to their Supervisor. An employee asking for a Request for Leave Form will be given a copy of Green Dot's current FLA leave policy.

An employee should generally provide 30 days' advance notice when the need for the leave of absence is foreseeable; for instance, if medical treatments or other events are planned or known in advance. If the leave of



absence is not foreseeable, the employee should provide notice to his or her immediate supervisor as soon as practicable

Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt Green Dot's operations.

If FLA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's spouse, parent or child, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.

If an employee needs intermittent leave or a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, that leave/schedule is subject to the approval of the employee's health care provider. The employee must also work with his or her supervisor to schedule the leave so as not to unduly disrupt the organization's or school's operations. The employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.

In most cases, Green Dot will respond to a FLA leave request within two days of acquiring knowledge that the leave is being taken for a FLA-qualifying reason and, in any event, within 10 days of receiving the request. If a FLA leave request is granted, Green Dot will notify the employee in writing that the leave will be counted against the employee's FLA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

### **Medical Certifications**

An employee requesting FLA leave because of his or her own or a relative's serious health condition must provide medical certification from the appropriate health care provider on a form supplied by Green Dot. Failure to provide the required certification within 15 days of the leave request may result in denial of the leave request until such certification is provided.

If Green Dot has reason to doubt the medical certification supporting a leave because of the employee's own serious health condition, Green Dot may request a second opinion by a health care provider of its choice (paid for by Green Dot). If the second opinion differs from the first one, Green Dot will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.

Re-certifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required re-certifications can result in termination of the leave.

### **Return to Work**

Upon timely return at the expiration of the FLA leave period, an employee is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FLA leave.

Before an employee will be permitted to return from FLA leave taken because of his or her own serious health condition, the employee must obtain a certification from his or her health care provider that he or she is able to resume work.

If an employee can return to work with limitations, Green Dot will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from Green Dot.

### **Employment During FLA Leave**

An employee on FLA leave may not accept employment with any other employer without Green Dot's written permission. An employee who accepts such employment will be deemed to have resigned from employment at Green Dot.

### **VII.C. Military/Reserve Leave**

Green Dot shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services in accordance with the Uniformed Services Employment and Re-Employment Rights Act of 1994 ("USERRA"). All employees requesting military leave must provide advance written notice of the need for such leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

If military leave is for thirty (30) or fewer days, Green Dot shall continue the employee's health benefits. For service of more than thirty (30) days, employee shall be permitted to continue their health benefits at their expense through COBRA. Employees are entitled to use accrued paid time off as wage replacement during time served.

Green Dot will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

### ***California Military Spousal Leave (CA Only)***

Green Dot shall grant up to ten (10) days of unpaid leave to employees who work more than twenty (20) hours per week and who are spouses of deployed military servicemen and servicewomen. The leave may be taken when the military spouse is on leave from deployment during a time of military conflict. To be eligible for leave, an employee must provide Green Dot with (1) notice of intention to take military spousal leave within two (2) business days of receiving official notice that the employee's military spouse will be on leave from deployment, and (2) documentation certifying that the employee's military spouse will be on leave from deployment during the time that the employee requests leave.

### ***Tennessee National Guard Duty (TN Only)***

Employees called to active state duty by the Governor, under the authority of Tennessee Code Ann. 58-1-108, to perform official duties in connection with the National Guard activities are performing military service and engaged in the performance of duty in the service of the state as provided in Tennessee Code Ann. 8-33-109. Accordingly, such employees shall be entitled to leaves of absence without loss of pay, accrued leave time or other rights or benefits as provided in Tennessee Code Ann. 8-33-109.

### ***Washington Spouses of Deployed Military Personnel (WA Only)***

During a period of military conflict, a Green Dot employee who is the spouse of a member of the armed forces of the United States, national guard, or reserves who has been notified of an impending call or order to active duty or has been deployed is entitled to a total of fifteen days of unpaid leave per deployment after the military spouse has been notified of an impending call or order to active duty and before deployment or when the military spouse is on leave from deployment.

An employee requesting leave under the Washington Spouses of Deployed Military Personnel must complete the Request for Leave form and provide Green Dot notice of the request for leave within five business days of receiving official notice of an impending call or order to active duty or of a leave from deployment.

### **VII.D. Organ and Bone Marrow Leave**

#### ***California Donor Leave (CA Only)***

Employees of Green Dot in California who are donors for organ or bone marrow may take time off as follows:

- Employees may take up to 30 business days of leave in any one-year period for the purpose of donating an organ to another person. The one-year period is calculated from the date the employee begins his/her leave.
- Employees may take up to 5 business days of leave in any one-year period for the purpose of donating bone marrow to another person. Employees donating blood may take up to 8 hours in any one-year period. The one-year period is calculated from the date the employee's leave begins.

During the leave for organ/bone marrow donors, Green Dot will continue to provide and pay the employer contribution for any group health plan benefits the employee was enrolled in prior to the leave of absence.

Employees who wish to take a leave of absence to donate bone marrow or an organ will be required to provide written verification of the need for leave, including confirmation that the employee is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

### **VII.E. Domestic Violence Leave**

#### ***California Domestic Violence and Sexual Assault Leave (CA Only)***

An employee who is themselves a victim or who is an immediate family member of a victim are eligible for up to 15 days of unpaid leave within a 12-month period to participate in a judicial action or treatment as a result of domestic violence or sexual assault. An employee requesting leave under this policy will be required to provide written notice and/or certification verifying the need for leave.

#### **Leave for Judicial Action**

Unpaid leave is available to employees seeking judicial action, such as obtaining restraining orders, to attend child custody proceedings, or appearing in court to obtain relief to ensure his or her health, safety, or welfare, or that of his or her child as a result of domestic violence or sexual assault.

## **Leave for Treatment**

Employees who are victims of domestic violence or sexual assault are eligible for unpaid leave to: seek medical attention for injuries caused by domestic violence or sexual assault; obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence or sexual assault; obtain psychological counseling related to experiencing domestic violence or sexual assault; participate in safety planning and take other actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation; and/or seek legal assistance or remedies to ensure the health and safety of the employee or the employee's family.

### ***Washington Leave for Victims of Domestic Violence, Sexual Assault and Stalking (WA Only)***

An employee who is themselves a victim or who is an immediate family member of a victim subjected to domestic violence, sexual assault, or stalking may take reasonable leave from work for legal or law-enforcement assistance, medical treatment or counseling work with a domestic violence shelter or rape crises program, or for safety and relocation issues.

An employee requesting leave under this policy will be required to provide written notice and/or certification verifying the need for leave. Employee must give advance notice, when possible, and no later than the end of the first day of leave when the need for leave is an emergency.

Green Dot will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision.

## **VII.E. Victims of Crime Leave**

### ***Victims of Crime Leave (CA Only)***

An employee who is themselves a victim, immediate family member, or domestic partner of a victim of a violent felony or serious felony may be granted unpaid time off from work in order to attend judicial proceedings related to the crime. An employee requesting leave under this policy will be required to provide written notice and/or certification verifying the need for leave.

Green Dot will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision.

## **VII.F. Emergency Services Leave**

An employee may take unpaid time off to perform training or emergency duty as a volunteer firefighter, reserve peace officer, volunteer emergency rescue personnel or civil air patrol.

Employees may take up to 10 days of unpaid leave for duty each rolling calendar year. However, leave for a single emergency mission cannot exceed 3 days, unless the emergency is extended by the entity in charge of the operation and the extension of leave is approved by Green Dot. Please alert your supervisor that you may have to take time off for emergency duty.

### **VII.G. Time Off for Voting**

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time, and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two hours combined. Under these circumstances, an employee will be allowed a maximum of two hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall give his or her manager at least two days' notice.

### **VII.H. Jury Duty Leave**

An employee's manager and the Human Resources Department should be promptly notified when the employee receives a summons for jury duty. Green Dot will continue the employee's full salary and benefits for up to five (5) working days if called to serve jury duty. If the employee is called to jury duty, they must give their manager reasonable notice so that accommodations can be made to manage the workload. If an employee seeks to be excused from jury duty it is his/her responsibility to request to be excused in accordance with those exemptions provided for in the law. It will be the responsibility of the employee, when possible, to request a call in program for performing their Jury Duty.

Any compensation, less any mileage expenses, received for appearance as a witness or from serving as a juror under this section shall be endorsed over to the school site or Home Office so that the employee's compensation for any days of absence for the above purposes shall not be in excess of nor less than, their regular pay.

### **VII.I. Bereavement Leave**

All employees may be granted up to three (3) days off from work with pay at the regular base pay rate for bereavement of a member of their immediate family (spouse, parent, sibling, child, grandparent, mother-in-law, father-in-law, or domestic partner) without loss of pay or deduction from other leave benefits. Contact the Human Resources Department as other significant relationships may apply. This leave may be extended to (5) five days if travel of more than 200 miles (roundtrip) is required. Subject to manager approval, an employee desiring additional time off to attend services may use accrued PTO or sick time.

Green Dot may require employees to submit a death certificate that justifies the use of any bereavement leave.

### **VII.J. Leave to attend Child's School**

#### **Activities**

Employees are encouraged to participate in the school activities of their child(ren). The absence is subject to all of the following conditions:

- Parents, guardians, or grandparents having custody of one or more children in kindergarten or grades 1-12 may take time off for a school activity;
- The time off for school activity participation cannot exceed eight hours in any calendar month, or a total of forty (40) hours each school year;
- Employees planning to take time off for school visitations must provide as much advance notice as possible to their supervisor or the Human Resources Department;

- If both parents are employed by Green Dot, the first employee to request such leave will receive the time off. The other parent will receive the time off only if the leave is approved by the Human Resources Department;
- Employees can or may use PTO in order to receive compensation for this time off;
- Employees who do not have PTO available will take the time off without pay, and
- Employees must provide their supervisor or the Human Resources Department with documentation from the school verifying that the employee participated in a school activity on the day of the absence for that purpose.

## **Suspension**

If an employee who is the parent or guardian of a child facing suspension from school is summoned to the school to discuss the matter, the employee should alert his or her supervisor and the Human Resources Department as soon as possible before leaving work.

## **VII.K. Personal Leave**

Any request for a personal leave of absence without pay must be submitted in writing to their supervisor or the Human Resources Department as far in advance as possible. The request will be reviewed on a case-by-case basis. The decision to approve or disapprove is based on applicable state law, the circumstances, the length of time requested, the employee's job performance and attendance record, the reasons for the leave, the effect the employee's absence will have on the work in the department and the expectation that the employee will return to work when the leave expires. Employees on unpaid leaves will be re-instated, if possible, upon return from such approved leaves. While Green Dot will make reasonable efforts to find a suitable available position, such position cannot be guaranteed. If a position becomes available, it may be different in terms of job duties and compensation from the position vacated at the start of the leave.

Employees have the choice of using existing PTO or sick time for a leave under this policy. If no time is available, leave under this policy will be unpaid. During the time that an employee is on an unpaid leave of absence, the employee is not eligible to accrue PTO. Unpaid leaves of absence may not exceed one (1) month. While on a personal unpaid leave of absence, an employee's medical coverage will end on the last day of the current pay period. The employee will have the opportunity of continuing benefits for a maximum period of eighteen (18) months by paying the monthly premiums as required by COBRA legislation. Unemployment Insurance benefits cannot be collected while on a leave of absence without pay.

## **VII.L. Short Term and Long Term Disability Plans**

Full time regular employees may be eligible for up to two tiers of Disability coverage provided by Green Dot.

1. Green Dot's Short-Term Disability Program – Green Dot's Short-Term Disability plan provides coverage beginning on the 8th day and continues through the 90th day of a disability with doctor certification. Through a combination of state disability insurance payments (where applicable) and Green Dot's insurance carrier's payments, the employee will receive 60% of pre-disability earnings to a maximum of \$1,500 per week.
2. Green Dot's Long-Term Disability Program – Green Dot's Long-Term Disability plan provides coverage beginning on the 91st day of a disability with doctor certification. The employee will receive 60% of pre-disability earnings to a maximum of \$10,000 per month. Coverage will continue for the length of the maximum benefit period as defined by Green Dot's insurance carrier.

An employee's manager and the Human Resources Department must be notified of the illness or disability. Before any payments will be made to the employee under this plan, a certificate from his/her health care provider certifying the disability for the period covered by Green Dot must be provided to the disability insurance carrier. The employee may be required to provide periodic updates of his/her status, such as the expected date of, and intent to, return. At any time during the leave, the employee may be asked for additional information certifying the need for the leave. Prior to returning to work, the employee must provide the Human Resources Department with a written release to return to work from the health care provider who is treating the employee. If the disability is considered serious as to be total and possibly permanent, or likely to exceed ninety days in duration, a letter from the health care provider should be sent directly to Green Dot's insurance carrier. The letter must state the prognosis so that the insurance carrier can reach a decision concerning the applicability of Long Term Disability benefits.

This Disability Policy is not intended to supersede, change or modify an employee's eligibility for a protected leave of absence under state and/or federal laws, including the Family and Medical Leave Act. If approved, disability benefits run concurrently with any protected leave of absence under state and/or federal laws including the Family and Medical Leave Act, and any applicable state pregnancy/parental leave laws.

## VIII. OTHER EMPLOYMENT POLICIES AND PRACTICES

### VIII.A. Safety and Emergency Preparedness

Green Dot is committed to providing a workplace for all employees that is safe, healthy and pleasant. In able to provide such an environment, employees should familiarize themselves with all of the following safety policies. Failure to follow any of the safety policies may result in discipline, up to and including termination of employment.

#### **Workplace Security**

It is critically important that employees follow security procedures established at each work location for the protection of all employees, the facility and the assets contained in that facility. The following are a set of important security principles.

- Employees who are issued keys, access cards, and/or gate clickers should maintain those items in a safe and secure place and should not allow others to borrow those items. If an item has been misplaced or stolen, employees must report those items missing to a supervisor within 24 hours and may be responsible for the cost of the replacement.
- Employees that are issued security codes to access facilities on off-hours must not share their code with anyone else.
- Any employee who believes he/she may be the last to leave the premises for the day should make sure all external entrances and windows are secured and properly locked.
- Employees who would like to have someone visit a Green Dot work location should follow the visitor procedures for that location. All locations should have procedures requiring visitors to sign in and out.
- Employees should secure any valuable items (e.g. computers, LCD projectors) at the end of each day in a locked desk, cabinet, or closet.
- Employees should contact their location's security or their supervisor immediately if they observe any suspicious activity, including, but not limited to unidentified visitors, persons loitering, or other potential security risks.
- Employees are discouraged from bringing any personal property onto a Green Dot facility, unless authorized pursuant to a duly executed agreement or an applicable collective bargaining agreement. Green Dot is not responsible for any lost, damaged, or stolen personal property brought onto a Green Dot site. Green Dot is also not responsible for any damages resulting from any use of unauthorized personal property while on a Green Dot facility or within the scope of employment.

#### **Workplace Facilities**

Respecting Green Dot facilities is important in creating a pleasant place to work. All employees are asked to do their fair share in keeping work areas, offices, bathrooms and common areas neat and attractive. Below are a set of important principles related to facilities:

- Employees consuming food or beverages in personal work areas or common areas should dispose of the related trash in a timely manner.
- Hazards, such as wet or slippery floors, leaks, plumbing problems, exposed wiring, or anything else that may promote an unsafe condition should be reported to the designated facilities liaison at the site or to the employee's supervisor immediately.



- Employees should ensure paths of travel and doorways are clear from any blockage and no electrical or other cords are used in a manner in which they would create a tripping or other hazard.
- Employees whose job requires the use of hazardous materials and/or equipment may be required to complete annual training to ensure full knowledge of safety standards.
- Employees shall not alter any portion of a Green Dot facility, (e.g. painting of walls, doors, etc.), without appropriate approval by their supervisor and the Green Dot Director of Facilities.
- Employees shall not bring any personal furniture items, such as refrigerators, space heaters, couches, and other furniture or appliances, without prior approval by their supervisor.

### **Bloodborne Pathogens**

All Green Dot employees, including all school employees, who are responsible, in their normal course of work, to respond to an emergency situation that may involve bloodborne pathogens, are required to complete an annual training course.

Bloodborne pathogens are microorganisms (such as viruses) transmitted through blood, or other potentially infectious material such as certain bodily fluids (vomit, feces etc.) or tissues.

In the event of an injury resulting in the release of blood or other body fluids that could contain pathogens (e.g., HIV, HBV), the first step is to treat the injured party. Employees should familiarize themselves with their location's first response team for this matter.

Spilled blood or body fluids should not be cleaned up without the appropriate protective equipment and materials specifically designated for such fluids. In the case in which spilled body fluids need clean-up, this procedure must be followed by all Green Dot employees, as follows:

1. Inform the Principal, Assistant Principal, or supervisor on duty. The informed supervisory individual should be aware of the individual(s) doing the actual clean-up and the purpose of the clean-up.
2. Clean up the spilled blood or body fluids, as follows:
  - a) Put on protective gloves. (latex, vinyl or other leak-proof material)
  - b) Spread the absorbent material (e.g., paper towels) on the spilled blood or body fluids, or use the Emergency First Responder Pack kit located in your school's medical supply cabinet.
  - c) Neutralize the potential pathogens with a 10% bleach-with-water solution or use the solution provided in the Emergency First Responder Pack. Cover the spill for 15 minutes.
  - d) Use paper towels to pick up material as best possible. Place all potentially contaminated materials in a leak-proof plastic bag.
  - e) Sweep/mop-up any additional neutralized/absorbed fluids and place in the leak-proof plastic bag.
  - f) Clean sweep/mop materials with hot, soapy water.
  - g) Remove gloves from inside-out and place in the bag.
  - h) Secure the bag, place a biohazard sticker on it and discard it appropriately.
  - i) Wash hands thoroughly in hot, soapy water.
3. After all activity is completed and checked by the supervisory individual, the supervisor should complete an incident report.

### **Emergency Preparedness**

Green Dot employees shall follow all applicable emergency preparedness plan(s) and each Green Dot location shall conduct safety drills annually as required by law. Employees shall familiarize themselves with the appropriate plans, including, but not limited to:

- Emergency Communication Codes
- Evacuation routes and procedures
- Lock down codes and procedures
- Locations of alarms and fire extinguishers, and procedures for using them if the need should arise
- Location of emergency supplies

### **Workers' Compensation**

Workers' Compensation is designed to ensure that employees who are injured, become ill, or are disabled on the job are provided with needed medical care and wage-loss protection. Employees with a work-related injury must immediately notify their supervisor and the Green Dot Human Resources Department.

Employees may not qualify to see their personal physician under Green Dot's Workers' Compensation insurance. Employees should work with Green Dot's Human Resources Department to determine which doctors qualify prior to seeing a doctor. However, in case of an emergency, employees should call 911 or go to the nearest hospital emergency room for treatment.

Time off for the purpose of a work related injury or illness, including treatment, will be considered time off under the Family and Medical Leave Act and any other applicable federal or state mandated leaves. Any absences from work for follow-up treatment are generally unpaid; employees may use accrued sick leave or PTO.

Green Dot has a legal obligation to notify the insurance company of any concerns of false or fraudulent claims.

### **Medical Provider Network**

Green Dot has an elected to provide a Medical Provider Network (MPN). An MPN is a select group of health care providers who treat workers injured on the job. If you have not named a doctor before you get hurt, you will see an MPN doctor. After your first visit, you are free to choose another doctor from the MPN list.

## VIII.B. Technology Policies

### Acceptable Use Policy

Technology is an integral part of classroom instruction, school operations, and organizational efficiency. Green Dot aims to provide the tools and infrastructure in which its employees can leverage technology to efficiently provide the best service possible to Green Dot's stakeholders and families.

This acceptable use policy lays out Green Dot's guidelines for the following aspects of technology use:

- Use of Green Dot's Network
- Internet Safety, Content Filtering & Monitoring
- Organizational Data & Privacy
- Social Media Usage
- Mobile Phones
- Asset Management

If you have specific questions, please contact Green Dot's Chief Information Officer.

### Use of Green Dot's Network

The Green Dot network is the backbone of connectivity in all regions. This includes WAN, LAN, wireless, Internet, VOIP, IP speakers/clocks, IP security cameras, and Green Dot's core applications, including PowerSchool, Tableau, Scholastic, and other hosted systems.

Use of Green Dot's network should be limited to professional activities only and take into account shared use of this network among all Green Dot regions. Green Dot reserves the right to monitor all communications and network usage for improper use. Examples of improper use include:

- Accessing other users' personal files or accounts, including email.
- Using Green Dot's applications & data systems to promote unethical practices or any activity prohibited by law
- Transmitting material via Green Dot's applications & data systems that is threatening, obscene, disruptive or sexually explicit, or that could be construed as libel, slander, threats of bodily harm, or harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, disability, religion, or political beliefs.
- Downloading and/or using copyrighted material without the author's permission.
- Vandalism or hacking of any applications & data systems. This includes uploading, downloading, or creating computer viruses and/or any malicious attempt to harm or destroy district equipment or materials or the data or any other user.

### Internet Safety, Content Filtering, & Monitoring

Green Dot provides content filtering on a region-by-region basis. Content, including SPAM mail, is filtered based on the following criteria:

- Content poses a risk to staff and student safety (e.g., Facebook, Twitter, Instagram, Snapchat)

- Content poses a risk to the integrity of all network and IT systems (e.g., file sharing, phishing)
- Content violates Children’s Internet Protection Act (CIPA), which dictates that Internet access to minors must be filtered from content that is inappropriate, unauthorized, unlawful, and/or harmful.

In the event that a Green Dot employee wishes to have a specific website or application reviewed, he/she should follow the steps below:

1. Document the URL (e.g., [www.website.com](http://www.website.com)), the type of content on the website, and why they need access to that particular website
2. Present this request to his/her school site administrator (Principal or Assistant Principal) or supervisor.
3. Administrators/Supervisors will review the request and provide feedback. When complete, he/she may submit to Green Dot’s Chief Information Officer.
4. The Green Dot CIO will review the request with Green Dot’s IT Department and determine the risk associated with the request and the effect of the request on other schools in the region.
5. When complete, the CIO will notify all participating parties of the decision. Appropriate changes will be made if changes if applicable.

### **Organizational Data & Privacy**

Green Dot takes seriously the task of ensuring the security of its data systems and applications. All Green Dot enterprise systems, including those hosted internally and externally, are encrypted and inaccessible without Green Dot-provided access. Access can only be provided by approved staff members as approved by Green Dot’s Chief Information Officer.

Employees and students should be aware that all content and communications over Green Dot-affiliated electronic networks, including email, phones, and data systems, are not private. Green Dot reserves the right to access employee and student accounts and information as needed, including:

- Exchange (e-mail)
- Google Apps for Education & Google Drive
- PowerSchool
- Tableau
- Scholastic
- EADMS
- BloomBoard
- Employee & student computers & devices
- Employee & student files

Employees who violate Green Dot’s organizational data security guidelines will be subject to disciplinary action, revocation of the user account, and legal action as appropriate. Violations include:

- Sharing personal login information to Green Dot applications & data systems
- Accessing other users’ personal files or accounts, including email.
- Additional violations as stated in the *Use of Green Dot’s Network* section.

Violations of these policies should be reported to the Green Dot IT Department immediately.

## Social Media Usage

Social media, including applications such as Facebook, Twitter, Instagram, & Snapchat, are not accessible while on the Green Dot network. Employees may request access from Green Dot IT to specific applications based on their job description and responsibilities.

Green Dot employees are encouraged to limit their use of these types of applications, including use on personal devices and connections, during work hours, except in cases specific to one's job responsibilities.

Green Dot employees should be mindful that all information posted to or upload to the Internet is ultimately accessible to users around the world. To avoid jeopardizing their professional effectiveness, employees are encouraged to familiarize themselves with the privacy policies, settings, and protections on any social media they choose to use. Employees should also be aware that information posted online, despite privacy protections, is often easily accessible and may be seen by students and/or reported to Green Dot administration.

## Mobile Phones

Green Dot may provide mobile phones to a limited number of employees during the term of their employment at Green Dot. These phones are provided to allow employees to efficiently conduct business and to allow employees to be more accessible to parents, colleagues, and community members. Green Dot-issued mobile phones are not intended for personal use. Calls, texts, and use of data not related directly to Green Dot or school business are strictly prohibited.

### Terms of Use:

- Each mobile phone is the property of Green Dot and is issued to Green Dot employees for work-related business only.
- Green Dot reserves the right to issue, revoke, or modify usage of mobile phones for employees.
- Each employee issued a Green Dot mobile phone is responsible for the safekeeping of the phone during their term of employment. Green Dot employees are expected to treat and safeguard the phone like any other personal belonging.
- By accepting a phone, you accept that your phone records will be viewed by Green Dot staff, including, but not limited to Green Dot IT staff, Green Dot school site administrators, and other office personnel.
- Green Dot will pay for all approved usage (including data services and text messaging) and applicable taxes and service charges, based on each employee's service plan.
- Employees are responsible for reimbursing Green Dot for any charges related to any non-business calls above and beyond the employee's service plan.
- Employees are responsible for reimbursing Green Dot for damage and/or abuse of their phone for an amount up to the full retail cost of the phone.
- Examples of *acceptable* use of Green Dot issued mobile phones include:
  - Placing or accepting calls to/from parents, administrators, or other Green Dot employees
  - Sending or receiving texts to/from other parents, administrators, or other Green Dot employees
  - Using data plans to access Green Dot email or online resources related to Green Dot
  - Accessing Green Dot voicemail
- Examples of *unacceptable* use of Green Dot issued cellular phones include:
  - Calling or texting non-school or non-Green Dot employees
  - Calling 976, 900 or other fee-based phone services

- Calling 411 or directory assistance services
- Charging or billing other services to your cell phone account
- Using the data plan to access content unrelated to Green Dot
- Using the data plan to access personal email unrelated to Green Dot

## **Asset Management**

The purpose of the asset management policy is to ensure that all assets are secure and properly secured, maintained, and used. Use of Green Dot technology is a privilege. This policy applies to all Green Dot employees and any other personnel granted access to Green Dot's technology assets.

### *Securing Your Assets*

Green Dot employees should, at all times, be aware of the threat of theft and take all necessary steps to safeguard their assets. Employees who demonstrate gross negligence are responsible for reimbursing Green Dot for an amount up to the full retail cost of the asset. Types of gross negligence include:

- Leaving assets in one's vehicle overnight
- Leaving assets unattended in a hotel room while traveling
- Leaving assets unattended in a public space, including airports & restaurants
- Leaving laptop or device carts unattended or unsecured
- Not reporting stolen equipment to one's manager, school site administrator, and/or the Green Dot IT Department
- Repeated loss of assets, even if accidental

### *When an Asset Goes Missing*

When a Green Dot-issued asset goes missing, the employee should:

- Immediately contact his/her manager or school site administrator
- Immediate contact the Green Dot IT Department
- If advised, file a police report at his/her school site or regional home office
- Submit the police report within five days of the incident to the Green Dot IT Department

Depending on the level of negligence, the employee may have his/her privileges revoked.

### *Damage & Abuse of Assets*

Green Dot aims to sustain the life of its technology assets, including those used by staff & students, as long as possible. Green Dot employees are expected to treat and safeguard their technology like any other personal belonging. As technology is frequently transferred from one employee to another, employees should refrain from personalizing any technology (e.g., placing stickers on a laptop computer) so that technology can be repurposed as needed.

As noted previously, employees who demonstrate gross negligence are responsible for reimbursing Green Dot for an amount up to the full retail cost of the asset. Types of gross negligence include:

- Intentionally damaging one's assets
- Allowing someone else to intentionally damage one's assets
- Repeated damage to one's assets, even if accidental

### VIII.C. Employment of Relatives

Relatives of employees may be eligible for employment with Green Dot only if the individuals involved are qualified, do not work in a direct supervisory relationship, and are not in job positions in which a conflict of interest could arise. Relatives of Green Dot employees are subject to the same procedures and requirements as any other job applicant. Green Dot employees may not interview any relative seeking to join Green Dot nor may that employee influence the decision to hire or not hire any relative who is a job applicant. Green Dot defines "relatives" as spouses, registered domestic partners, children, siblings, parents, in-laws, and step-relatives. Present Green Dot employees who marry or who become registered domestic partners will be permitted to continue working in the job position held only if they do not work in a direct supervisory relationship with one another or in job positions involving a conflict of interest.

### VIII.D. Personnel References and Recommendations

Green Dot employees may sometimes need to provide a reference to an outside organization or, in turn, receive requests to provide references for current or former colleagues. Green Dot's policies with regard to references for former employees are designed to protect both the organization and the individual supervisor or colleague from liability.

**Recommendations:** Because written recommendation letters or spoken recommendations are conventional in public education, it is at the discretion of the individual Principal, supervisor or colleague to agree to write an honest letter of recommendation for a departing employee. The recommender should ensure that they receive verbal or written authorization from the requesting employee before providing the recommendation.

**Information Verification:** If an employee is in need of a verification of employment, please contact the Green Dot Human Resources Department which can verify current employment and provide an employee's position and start date over the phone. Any other information requests (e.g. salary) must be formally made in writing and signed by the requesting Green Dot employee.

### VIII.E. Employee Records

The information in a Green Dot employee's personnel file is maintained as both a convenient resource for the collection of employee information and to comply with various regulations. An employee's personnel file is always confidential, unless otherwise required by law, and must be kept current.

An employee has a right to review and make copies of their employee records at any time; however, he or she is required to schedule an appointment in advance with the Green Dot Human Resources Department.

Each employee must update his/her file whenever any of the following changes take place:

- Name change because of marriage, divorce or legal name change
- New address and/or telephone number
- Change of name of person to contact in the event of an emergency

- Change in number of dependents because of marriage, divorce, birth or adoption
- Change of beneficiary

All requests for personnel record information, including applications for a loan, mortgage or credit card, are to be directed to and handled by the Green Dot Human Resources Department. To avoid delays, especially in medical emergencies, it is important that the emergency contact information be kept current.

Green Dot will take appropriate steps to keep employee personnel records private. There are certain times, however, when information may be given to persons outside of Green Dot, including, for example:

- In response to a subpoena, court order, or an order of an administrative agency;
- In a lawsuit, grievance, or arbitration;
- To administer employee benefit plans; or
- When required by law to make disclosures.

When an employee joins Green Dot, they must provide certain information to the Green Dot Human Resources Department. If there is a cost for the following, it will be incurred by the employee/candidate.

- Proof of a negative tuberculosis (“TB”) test
  - ✓ Taken within sixty (60) days prior to the first day of paid service
  - ✓ Must remain current at all times
  - ✓ Once on file, it is good for a total of four (4) years
- State and/or Federal criminal background checks clearance prior to first day of work
- Completed I-9 form , supported by official documentation
- Official Transcripts, Verification of Experience, and/or proof of valid certification/licensure, if required for job position

#### VIII.F. Employment Changes

Green Dot is a unique and special place to work, and one in which many employees may choose to make their careers. For a variety of professional and personal reasons, employees may make a transition, either within the organization or elsewhere. Green Dot strives to make all transitions as positive as possible.

#### Types of Employment Changes

**Transfers (Site/Location changes):** Employee interested in transferring to another location within their Green Dot Region should contact their supervisor to learn of available opportunities prior to contacting their desired location. A supervisor will be able to help the employee with this transition. Transfers for bargaining unit members may be covered in the applicable union contract.

**Promotions:** Green Dot is committed to supporting career development for its team members, and thus actively promotes team members within the organization. Green Dot employees are encouraged to apply for open positions and will be evaluated based on their qualifications.

**Resignations:** When a team member decides to leave for any reason, his/her supervisor and/or the Human Resources Department may use the opportunity to discuss the resignation in order to better understand the reason for departure. In addition, it is requested that the team member provide Green Dot with a written two-



week advance notice period. Supervisors should report their employees' departure to the Human Resources Department as soon as they are made aware. The final paycheck(s) will be delivered on their last day worked or within the state-regulated time frame.

All employment changes must be documented on the Personal Action Form or Termination Form including the appropriate authorized signatures.

Employees who voluntarily resign will not be allowed to use PTO or Sick Leave hours to extend their employment for the purposes of keeping health benefits active. Exceptions may apply if there is a Severance Pay Agreement in place.

### **Relocation**

Green Dot is excited to fulfill its mission of college, leadership, and life for students in underserved communities by operating schools in multiple regions and for this reason, employees may be offered an opportunity for a job transfer to another Green Dot region that includes a relocation incentive. For purposes of this Policy, a "job transfer" is a move requested by Green Dot that requires a long-term (i.e., at least two years) change of residence, which may involve the shipment of household goods, transportation of dependents, and meets the Internal Revenue Service's ("IRS") definition of an eligible relocation (e.g., old and new worksites and residence that are at least 50 miles apart).

Employees who accept a job transfer must ensure a Relocation Agreement is fully executed prior to incurring relocation expenses. Green Dot will not pay for or reimburse relocation expenses for ineligible employees or for expenses that are in excess of the limits in the Relocation Agreement. Green Dot will not withhold taxes on deductible reimbursements; tax deductible reimbursements will be reported on the employee's IRS Form W-2. Green Dot will withhold taxes on non-deductible reimbursements (e.g., meals, house-hunting trips), which will be included as income on the employee's IRS Form W-2.

Employees who are offered a relocation incentive and sign a Relocation Agreement will receive a copy of the Green Dot Relocation Policy with further details.

### **Terminations**

All at-will employees may be terminated at any time, with or without cause or advance notice. Without impairing the at-will nature of employment, Green Dot may release an at-will employee for various reasons that may include poor performance, misconduct, or other violations of Green Dot's rules of conduct. Notwithstanding these lists of rules, Green Dot reserves the right to discharge or demote any at-will employee at any time, with or without cause, and with or without advance notice. The final paycheck(s) will be delivered on their last day worked or within the state-regulated time frame.

In the event of an involuntary termination due to a reduction in force/downsizing, change in the organization direction, job elimination or termination for performance, Green Dot may provide a severance benefit for the affected employees. This does not apply to terminations for cause, refusal to be reassigned or refusal to be relocated. This policy applies to at-will employees only and does not cover any employees protected by a collective bargaining agreement. Any employee that voluntarily chooses to leave Green Dot shall not be entitled to severance. Contractors and temporary staff are also excluded.

Certificated staff members who are terminated for credential compliance issues cannot be rehired (internally or outsourced) as long-term substitutes or part-time teachers unless they have a valid NCLB compliant credential (Intern, Preliminary, or Clear).

All members of a bargaining unit are governed by the provisions of their collective bargaining agreement, if applicable. For further details on these termination policies, please consult the applicable union contract.

### **Leaving Green Dot**

The appropriate Green Dot department may schedule an exit interview with all employees on or before their last day of employment. This interview allows employees to communicate their views on their work while employed with Green Dot.

Benefits (Life, Medical, Dental and Vision) end on the last day of employment. An employee, unless dismissed for gross misconduct, has the option to convert to individual life insurance, and/or to continue Medical/Dental/Vision Benefits in accordance with The Consolidated Omnibus Budget Reconciliation Act (COBRA) regulations. Specific information will be provided during the exit process.

On termination of employment, whether voluntary or involuntary, all Green Dot documents, equipment, and other tangible Green Dot property in the team member's possession or control must be returned to Green Dot. Employee should return all applicable property to his/her supervisor or designee. Any and all school supplies purchased with Green Dot funds or donated (including private grants, federal and state funding designated for the use of the organization, the school, and/or its students) are Green Dot property and must be returned to Green Dot, unless a pre-existing agreement in writing exists. These items may include, but are not limited to, the following: laptop, computer equipment, keys/access cards, software, professional books and binders received during training, dictionaries and other reference materials, bulletin boards, textbooks, leveled books, classroom books, library books, posters, consumable workbooks, office supplies, etc. This is true regardless of purchase method; that is, furniture, equipment and supplies are Green Dot property regardless of whether they were purchased directly using a purchase order or credit card, or purchased by the team member but later reimbursed by Green Dot through its expense reimbursement process.

Employees are also expected to return office keys, building access cards, gate openers, cell phones, and corporate credit cards prior to leaving Green Dot. The final paycheck(s) will be delivered on their last day worked or within the state-regulated time frame.

### **COBRA Benefits**

When coverage under Green Dot's health plan ends, an employee and his/her dependents may continue coverage in some situations, such as:

- Employment ends, voluntarily or involuntarily, for any reason other than gross misconduct; or
- Hours of employment are reduced below the amount required to be considered a full-time employee or part-time, making you ineligible for the plan.

An employee's health benefits coverage ends on the last day of employment. An employee and any applicable dependents may be eligible to continue coverage for 18 or 36 months under COBRA (Consolidated Omnibus Budget Reconciliation Act), depending upon the reason benefits ended. To continue coverage, an employee must pay the full cost of the benefit premiums which includes the employee's contribution and Green Dot's contribution plus a possible 2% administrative charge. For more information on COBRA, please contact the Human Resources Department at [benefits@greendot.org](mailto:benefits@greendot.org).

IX. Appendix

APPENDIX A. Signing Authority: Purchasing and Contract Limits

	GDPS National		GDPS CA		GDPS TN		GDPS WA	
	Position	Limits	Position	Limits	Position	Limits	Position	Limits
Purchase Orders/Invoices	C-Level		C-Level		Executive Director*	\$20,000	Executive Director*	\$20,000
	Vice President	\$10,000	Vice President	\$10,000				
	Director	\$5,000	Director	\$5,000	Director of Finance and Operations	\$5,000	Business Manager	\$5,000
	Manager	\$1,000	Cluster Business Manager**	\$10,000	Director of Finance and Operations**	\$10,000	Business Manager**	\$10,000
			Principal*	\$5,000	Principal*	\$5,000	Principal*	\$5,000
Company Credit Cards	C-Level	≤\$5,000	C-Level	≤\$5,000	Executive Director	≤\$5,000	Executive Director	≤\$5,000
	Vice President	≤\$5,000	Vice President	≤\$5,000				
	Director	≤\$5,000	Director	≤\$5,000	Director of Finance and Operations	≤\$5,000	Business Manager	≤\$5,000
	Other Position (as approved by CFO)	≤\$5,000	Other Position (as approved by CFO)	≤\$5,000	Other Position (as approved by CFO)	≤\$5,000	Other Position (as approved by CFO)	≤\$5,000
			Principal	≤\$5,000	Principal	≤\$5,000	Principal	≤\$5,000
Expense Reports (Employee Reimbursements)	C-Level		C-Level		Executive Director*	\$20,000	Executive Director*	\$20,000
	Vice President	\$10,000	Vice President	\$10,000				
	Director	\$5,000	Director	\$5,000	Director of Finance and Operations	\$5,000	Business Manager	\$5,000
	Manager	\$1,000	Cluster Business Manager**	\$10,000	Director of Finance and Operations**	\$10,000	Business Manager**	\$10,000
			Principal	\$5,000	Principal	\$5,000	Principal	\$5,000
Contract: Services other than employment OR Rental of property (personal or real) for term equal or less than 12 months with no auto-renewal clause (Requires Legal and Procurement Review for All Contracts)	C-Level***	\$120,000	C-Level***	\$120,000	Executive Director	\$120,000	Executive Director	\$120,000
	Vice President of F&A	\$120,000	VP of Ed/Advancement	\$120,000				
			Cluster Business Manager**	\$10,000	Director of Finance and Operations**	\$10,000	Business Manager**	\$10,000
			Principal	\$5,000	Principal	\$5,000		
Contract: Services other than employment OR Rental of property (personal or real) for term greater than 12 months with an auto-renewal clause (Requires Legal and Procurement Review for All Contracts)	C-Level	\$120,000	C-Level	\$120,000	Executive Director	\$120,000	Executive Director	\$120,000
	Vice President of F&A	\$120,000	VP of Ed/Advancement	\$120,000				

\*Requires Chief Growth Officer Review above \$20K

\*\*Second Approver for Principal

\*\*\*Requires CFO Review above \$120K

## **EMPLOYEE ACKNOWLEDGMENT OF RECEIPT AND UNDERSTANDING**

I have received my copy of Green Dot Employee Handbook. I understand and agree that it is my responsibility to read and familiarize myself with the policies, rules and procedures contained in the most current version of the Green Dot Employment Handbook. If I have any questions about any section of the Green Dot Employee Handbook, I understand that I am expected and encouraged to seek clarification from the Human Resources Department.

I understand that the statements contained in this Employee Handbook are not intended to create any contractual or legal obligation on the part of Green Dot Public Schools.

In addition, I understand that this Employee Handbook summarizes Green Dot's policies and practices in effect on the date of publication. I understand that nothing contained in the Employee Handbook may be construed as creating a promise of future benefits or a binding contract with Green Dot for benefits or for any other purpose. I also understand that these policies and procedures are continually evaluated and may be amended, modified or terminated at any time.

**I HAVE READ AND UNDERSTAND THE ABOVE STATEMENT, AGREE TO READ THE GREEN DOT EMPLOYEE HANDBOOK, AND TO FOLLOW ORGANIZATION'S POLICIES AND PROCEDURES.**

**Name:**

\_\_\_\_\_

**Signature**

\_\_\_\_\_

**Date:**

\_\_\_\_\_