

**2017-2018**



**EMPLOYEE HANDBOOK OF  
POLICIES AND PROCEDURES**

Green Dot Public Schools California

7/1/2017

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## I. INTRODUCTION

### I.A. Welcome

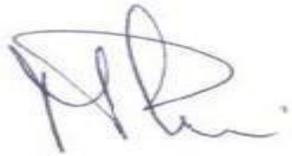
Fellow Green Dotter:

It is my privilege to welcome you to Green Dot Public Schools California, which has an unwavering belief in the potential of all students. The ultimate purpose of our work together is captured in Green Dot's mission: To help transform public education so ALL students can graduate prepared for college, leadership and life. Every day is an opportunity to expand our impact and further this mission.

Green Dot is committed to being a great place to work. Staff members are Green Dot's greatest asset and students excel when we are able to do our best for them. To that end, this Employee Handbook is intended to help create a positive work environment, and provide you with a clear understanding of the expectations from Green Dot and you.

Please read this Employee Handbook carefully and keep it handy for future reference. Also, please do not hesitate to ask questions to, or share suggestions and concerns with, your immediate supervisor or Green Dot's Human Resources Department.

Once again, welcome to Green Dot Public Schools California!

A handwritten signature in blue ink, appearing to read 'Cristina de Jesus'.

Cristina de Jesus, Ed.D.  
*President and Chief Executive Officer*  
Green Dot Public Schools California

## I.B. Purpose of Handbook

This Employee Handbook (also referred to herein as the “Handbook”) is provided to all Green Dot Public Schools California (“Green Dot” or “GDPS”) employees as a guide for the employer/employee relationship. It is an important source of information and employees should read the Handbook carefully and use it as a reference.

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

- The 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 your immediate supervisor or 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 herein may be modified or discontinued from time to time as GDPS deems necessary. GDPS will inform employees of any significant changes as they occur and at least on an annual basis.
- 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 Handbook (including, but not limited to, insurance benefits and retirement plans) 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 GDPS’ Human Resources Department and 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 Handbook, the formal language of the benefit plan documents govern.
- **The Handbook is not an employment contract or a contract for continued employment. Employment with GDPS is on an at-will basis. 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 school 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 (2) 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 students 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:** Green Dot's 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 (5) common practices that every leader, regardless of his/her 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 ALL 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 its 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 his/her 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 Green Dot’s 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 “New School Leader Boot Camp” that primarily focus on Green Dot’s teacher evaluation system. As required, all new and returning school administrators must be certified on a biannual 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’s Home Office Employees***

Green Dot provides all of its 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 of its Home Office employees which focuses on building a strong and cohesive culture.

## II. EMPLOYMENT CATEGORIES, CLASSIFICATIONS, AND REQUIREMENTS

### II.A. Categories of Employment

**Exempt:** Per applicable law, 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 and is typically salaried.

**Non-Exempt:** Per applicable law, 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 (i.e., typically hourly).

**Regular, Full-Time:** Employees who are not in a temporary status and work a minimum of thirty (30) hours weekly and maintain continuous employment status. Generally, these employees are eligible for the full-time benefits package and are subject to the terms, conditions, and limitations of each benefits program.

**Regular, Part-Time:** Employees who are not in a temporary status and who are regularly scheduled to work fewer than thirty (30) hours weekly, but at least twenty (20) hours weekly, and who maintain continuous employment status. Part-time employees are eligible for some of the benefits offered by Green Dot and are subject to the terms, conditions, and limitations of each benefits program.

**Temporary:** Employees who do not work on a continuing basis, but rather cover 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) unless required by applicable law. Employment beyond any initially stated period does not in any way imply a change in employment status.

**Seasonal:** Employees who do 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). Employment beyond any initially stated period does not in any way imply a change in employment status.

**Consultant:** Under general direction, on a limited-term basis, to render expert assistance as a consultant on a program; and to do other related work. Consultants are used for temporary authorization appointments to short-term positions lasting nine (9) months or less.

**Independent Contractor:** An individual who performs labor or services shall generally be considered an "independent contractor" if the following standards are met:

1. The Contractor is free from direction and control over the means and manner of providing the labor or services, subject only to the specifications of the desired results.
2. The Contractor is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local ordinances.
3. The Contractor furnishes the tools or equipment necessary for the contracted labor or services.
4. The Contractor has the authority to hire employees to perform the labor or services; or fire said employees if necessary.
5. Payment to the Contractor is made on completion of the performance or is made based on a periodic retainer.

**Volunteer:** A person who donates his or her time and energy to Green Dot and is not an employee. He or she contributes to the public service mission of the organization, does not receive compensation for services, and does not displace any employees.

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

## II.B. Contractual Relationships

### At-Will Employment

Employment at Green Dot is on an at-will basis unless otherwise stated in a written individual offer letter signed by the Chief Executive Officer of the organization, or in the applicable collective bargaining agreement.

This means that either the employee or Green Dot may terminate the employment relationship at any time, for any reason, with or without notice

Nothing in this Handbook is intended to or creates an employment agreement, express or implied. Nothing contained in this or any other document provided to the employee is intended to be, nor should it be, construed as a contract that employment or any benefit will be continued for any period of time.

Any salary figures provided to an employee in annual or monthly terms are stated for the sake of convenience or to facilitate comparisons and are not intended and do not create an employment contract for any specific period of time.

Nothing in this statement is intended to interfere with, restrain, or prevent concerted activity as protected by applicable law. Such activity includes employee communications regarding wages, hours, or other terms or conditions of employment. Green Dot employees have the right to engage in or refrain from such activities.

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.

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.C. Immigration Compliance

Green Dot will comply with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States. However, Green Dot will not check the employment authorization status of current employees or applicants who were not offered positions with the organization unless required to do so by law.

Green Dot shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action (e.g., threatening to report the suspected citizenship or immigration status of an employee or a member of the employee's family) against any employee or applicant for employment because the employee or applicant exercised a right protected under applicable law. Further, Green Dot shall not discriminate against any individual because he or she holds or presents a driver's license issued per Vehicle Code § 12801.9 to persons who have not established their federally-authorized presence in the United States.

#### **II.D. Criminal Background Checks**

All offers of employment and continued employment at Green Dot are contingent upon clearance of a criminal background check in alignment with applicable law. 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, and/or in accordance with the school's charter. Conditions that preclude working at Green Dot include, but are not limited to, conviction of any controlled substance offense, sex offense, or serious or violent felony, as defined in any applicable law.

If an employee is found at a Green Dot school location without a criminal background clearance, or a background check in progress if allowable under applicable state law, he/she will be sent home and prohibited from continuing employment with Green Dot until such clearance is obtained.

Additionally, should an employee be convicted of a controlled substance offense, sex offense, or serious or violent felony as defined in any applicable law during his/her employment with Green Dot, the employee must immediately report such a conviction to his/her immediate supervisor – failure to report such an offense may result in disciplinary action up to and including termination of employment.

The cost of the criminal background check will be borne by the prospective employee.

Volunteers, consultants, independent contractors and other individuals that will perform work on behalf of Green Dot involving close proximity to Green Dot students will be subject to the criminal background check process described above. The costs for the procedure may be borne by the individual. All prospective individuals within this category should inquire with Green Dot Human Resources to confirm their responsibility of payment.

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

##### ***California Tuberculosis Testing***

All employees of Green Dot must submit written proof from a physician of a risk assessment examination for tuberculosis (TB) within the last sixty (60) days. If TB risk factors are identified, a physician must conduct an examination to determine whether the employee is free of infectious TB. The examination for TB 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 TB risk assessments and, if risk factors are found, the examination at least once every four (4) years. Volunteers may be required to undergo a TB examination as necessary. The TB risk assessment and, if indicated, the examination is a condition of initial employment with Green Dot and the cost of the exam will be borne by the applicant.

Food handlers may be required to have annual TB exams. Documentation of employee and volunteer compliance with TB risk assessments and examinations 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 TB risk factors (or active TB if risk factors are identified) prior to conducting work with Green Dot students. 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/volunteer service with Green Dot until such clearance is obtained.

## **II.F. Credentialing and Other Employment 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 have a high school diploma or the equivalent, and one (1) of the following:

- a. Two (2) years of college (48 units);
- b. An associate's degree (or higher); or
- 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. Green Dot employees in the AIR program must also complete the state appropriate requirements for criminal background checks and tuberculosis clearance within the state they will be working/training.

### ***California Credential Policy***

#### 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 Chief Executive Officer (or 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 California Basic Educational Skills Test (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 Chief Executive Officer (or designee) 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 a teacher is unable to obtain a Preliminary or Level I Credential within the given timeframe, he/she 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 a teacher is unable to obtain a Clear/Level II Credential or an extension within the given timeframe he/she will be released from employment.

All teachers will be required to hold either an English Learner (“EL”) Authorization, Cross-cultural, Language, and Academic Development (“CLAD”) or Bilingual, Cross-cultural, Language, and Academic Development (“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 Chief Executive Officer (or designee) will ensure that all persons employed in positions requiring certification meet the definition of “highly qualified” under the ESSA 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.

### **EL Authorization Agreement**

Teachers who do not possess an EL Authorization will be required to sign an 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 thirty (30) work 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 thirty (30) work 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 California Subject Examination for Teachers (“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 thirty-two (32) semester units of coursework to apply for a subject matter authorization (Multiple Subject or Single Subject candidates); or
- Option D - Complete twenty (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 ESSA Compliance Agreement**

Special Education Teachers who do not possess the required ESSA authorization to teach a core subject (English, Math, Science or Social Science) will be required to sign a special education ESSA compliance agreement. This agreement gives their consent to teach the core subject as they work on obtaining 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 ESSA compliant within the given timeframe, he/she may be released from employment.

### **Short Term Staff Permit (“STSP”) Agreement**

Teachers hired on a Short Term Staff will be required to sign a STSP Agreement upon hire. This STSP 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 may 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 and teachers/counselors must work 75% of the current school year to progress to the next salary step the following school year. 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 (1) year of credit will be given for every two (2) years of experience, for up to five (5) years total experience credit.

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

#### III.A. Equal Employment Opportunity

Green Dot is committed to providing equal employment opportunities to all employees and applicants without regard to their actual or perceived race, religious creed (including religious dress or grooming practices), color, national origin or ancestry (including native language spoken), physical or mental disability (including HIV or AIDS), medical condition (including cancer or genetic characteristics), genetic information, marital status (including registered domestic partnership status), sex (including pregnancy, childbirth, lactation and related medical conditions), gender (including gender identity and expression), parental status, age (forty (40) and over), sexual orientation, Civil Air Patrol status, military and veteran status, citizenship, immigration status or any other consideration protected by federal, state or local law. For purposes of this policy, discrimination on the basis of "national origin" also includes harassment against an individual because that person holds or presents the California driver's license issued to those who cannot document their lawful presence in the United States.

Similarly, Green Dot is committed to complying with all laws protecting qualified individuals with disabilities, as well as employees' religious beliefs and observances. This policy extends to all aspects of Green Dot's employment practices, including recruiting, hiring, discipline, termination, promotions, transfers, compensation, benefits, training, leaves of absence, and other terms and conditions of employment.

In accordance with applicable law, Green Dot will provide a reasonable accommodation for any known physical or mental disability of a qualified individual or for employees' religious beliefs and observances, provided the requested accommodation does not create an undue hardship for the organization and does not pose a direct threat to the health or safety of others in the workplace or to the individual. 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 at (323) 565-1607 or [humanresources@greendot.org](mailto:humanresources@greendot.org).

Subsequently, Green Dot will inform the employee of its decision on the accommodation request and, if applicable, how to make the accommodation. Green Dot will not retaliate or discriminate against a person for requesting an accommodation for his or her disability, regardless of whether the accommodation was granted. 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.B. Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation

Green Dot maintains a strict policy prohibiting unlawful harassment, discrimination, and retaliation against employees, applicants for employment, individuals providing services in the workplace pursuant to a contract, unpaid interns or volunteers based on any legally-recognized basis, including, but not limited to, their actual or perceived race, religious creed (including religious dress or grooming practices), color, national origin or ancestry (including native language spoken), physical or mental disability (including HIV or AIDS), medical condition (including cancer or genetic characteristics), genetic information, marital status (including registered domestic partnership status), sex (including pregnancy, childbirth, lactation and related medical conditions), gender (including gender identity and expression), parental status, age (forty (40) and over), sexual orientation, Civil Air Patrol status, military and veteran status, citizenship, immigration status or any other consideration protected by federal, state or local law. For purposes of this policy, discrimination on the basis of "national origin" also includes harassment against an individual because that person holds or presents the California driver's license issued to those who cannot document their lawful presence in the United States. All such unlawful discrimination, harassment, and retaliation is prohibited.

Per the California Federal Employment and Housing Act (FEHA), this policy applies to all persons involved in our operations, including employees/co-workers, supervisors, managers, temporary or seasonal workers, unpaid interns, individuals in apprenticeship programs, agents, clients, vendors/independent contractors, volunteers, students, parents, or any other third party interacting with the Green Dot (“third parties”) and prohibits harassing, discriminatory, and retaliatory conduct by any employee or third party of Green Dot, including nonsupervisory employees, supervisors and managers. If such unlawful discrimination, harassment, and/or retaliation occurs on the Green Dot’s premises or is directed toward an employee or a third party interacting with Green Dot, the procedures in this policy should be followed.

### **III.C. Sexual Harassment, Harassment and Discrimination**

#### ***Sexual Harassment Defined***

Sexual harassment includes unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made a term or condition of employment; or
- Submission to, or rejection of, such conduct is used as a basis for employment decisions affecting the individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment also includes various forms of offensive behavior based on sex and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list:

- Unwanted sexual advances.
- Offering employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct: leering; making sexual gestures; displaying sexually suggestive objects or pictures, cartoons, posters, websites, emails or text messages.
- Verbal conduct: making or using derogatory comments, epithets, slurs, sexually explicit jokes, or comments about an employee's body or dress.
- Verbal sexual advances or propositions.
- Verbal abuse of a sexual nature; graphic verbal commentary about an individual's body; sexually degrading words to describe an individual; suggestive or obscene letters, notes or invitations.
- Physical conduct: touching, assault, impeding or blocking movements.
- Retaliation for reporting harassment or threatening to report sexual harassment.

An employee may be liable for harassment based on sex even if the alleged harassing conduct was not motivated by sexual desire. An employee who engages in unlawful harassment may be personally liable for harassment even if Green Dot had no knowledge of such conduct.

Every two (2) years, Green Dot shall ensure that supervisory employees receive at least two (2) hours of effective interactive training and education regarding sexual harassment. All newly hired or promoted supervisory employees shall receive training within six (6) months of assuming the supervisory position. Such training will address all legally required topics, including information about the negative effects that abusive conduct has on both the victim of the conduct and others in the workplace, as well as methods to prevent abusive conduct undertaken with malice a reasonable person would find hostile, offensive, and unrelated to an employer’s legitimate business interests. Supervisors shall also be trained on how to appropriately respond when the supervisor becomes aware that an employee is the target of unlawful harassment. In addition, all other employees will be required to complete a thirty (30) minute training course within six (6) months of the start of employment and every two (2) years thereafter.

## **Other Types of Unlawful Harassment**

Unlawful harassment on the basis of any legally protected characteristic is prohibited. This includes conduct such as:

- Verbal conduct including threats, epithets, derogatory comments or slurs based on an individual's protected classification;
- Visual conduct, including derogatory posters, photographs, cartoons, drawings or gestures based on protected classification;
- Physical conduct, including assault, unwanted touching or blocking normal movement because of an individual's protected status;
- Retaliation for reporting or threatening to report harassment; and
- Disparate treatment based upon any of the protected classes outlined in this policy.

## **Abusive Conduct Prevention**

It is expected that persons in the workplace perform their jobs productively as assigned, and in a manner that meets management's expectations, during working times, and that they and refrain from any malicious, patently offensive or abusive conduct including but not limited to conduct that a reasonable person would find offensive based on any of the protected characteristics described above. Examples of abusive conduct include repeated infliction of verbal abuse, such as the use of malicious, derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the intentional sabotage or undermining of a person's work performance.

## **Reporting Harassment, Discrimination, and/or Retaliation**

Any employee who believes that he or she has been harassed, discriminated against, or subjected to retaliation or abusive conduct by a co-worker, supervisor, agent, client, vendor, customer, or any other third party interacting with Green Dot in violation of the foregoing policies, or who is aware of such behavior against others, should immediately provide a written or verbal report to his or her supervisor, any other member of management, or Human Resources at (323) 565-1607 or [humanresources@greendot.org](mailto:humanresources@greendot.org).

Employees are not required to make a complaint directly to their immediate supervisor. Supervisors and managers who receive complaints of misconduct must immediately report such complaints to Human Resources. When a report is received, Green Dot will conduct a fair, timely, complete and objective investigation where corrective action will be taken if any misconduct is found. Green Dot expects all employees to fully cooperate with any investigation conducted into a complaint of proscribed harassment, discrimination or retaliation, or regarding the alleged violation of any other Green Dot policies. Green Dot will maintain confidentiality surrounding the investigation to the extent possible and to the extent permitted under applicable law. Complaints will be investigated by impartial, qualified internal personnel unless external involvement is warranted. The process will be documented and tracked for reasonable progress and closure of the investigation.

Upon completion of the investigation, Green Dot will communicate its conclusion as soon as practical. If Green Dot determines that this policy has been violated, remedial action will be taken, commensurate with the severity of the offense, up to and including termination of employment. Appropriate action will also be taken to deter any such conduct in the future.

**The Federal Equal Employment Opportunity Commission (EEOC) and the California DFEH will accept and investigate charges of unlawful discrimination or harassment at no charge to the complaining party. Information may be located by visiting the agency's website at [www.eeoc.gov](http://www.eeoc.gov) or [www.dfeh.ca.gov](http://www.dfeh.ca.gov).**

## **Protection Against Retaliation**

Employees' notification to Green Dot is essential to enforcing this policy. Retaliation is prohibited against any person by another employee or by Green Dot for using Green Dot's complaint procedure, reporting proscribed discrimination or harassment or filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit.

Any employee determined to be responsible for violating this policy will be subject to appropriate disciplinary action, up to and including termination. Moreover, any employee, supervisor or manager who condones or ignores potential violations of this policy will be subject to appropriate disciplinary action, up to and including termination, in accordance with any bargaining applicable agreement.

### III.D. 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 members, 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.

All Green Dot Board of Directors members, Board designees, employees, or volunteers who desire to make a report should provide a clear and concise statement of the alleged improper act and what evidence exists to confirm the claimant's statement. The report should be made to Green Dot's Human Resources Department or other appropriate manager. The report and identity of the claimant shall remain confidential to the extent possible. Whistleblowers should be cautioned that their identity may become known for reasons outside the control of Green Dot.

Upon receiving a report, and prior to any such potential investigation, Green Dot will evaluate the report to determine whether it has enough potential merit to warrant an investigation. Depending upon Green Dot' initial findings, 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/or Green Dot policies and procedures.

### III.E. 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 immediate supervisor or member of his/her management team. If the issue is not resolved, or if the employee is uncomfortable discussing the issue with his or her immediate supervisor or member of his/her management team, the employee may present the problem to the Human Resources Department at (323) 565-1607 or [humanresources@greendot.org](mailto:humanresources@greendot.org). This policy is not intended for use to complain about personnel actions taken against an employee. Employees who believe that a personnel action taken against them is discriminatory or retaliatory in nature, should utilize the reporting procedure set forth in the Policy Prohibiting Unlawful Harassment, Discrimination,

and Retaliation. 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. 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.

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 Resources 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 Human Resources Department, and Chief Executive Officer/Executive Director (or designee), 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 Executive Officer/Executive Director (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 Executive Officer/Executive Director (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 Green Dot entity by which the complainant is employed. 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 non-evidentiary hearing before an ad hoc committee, or otherwise appropriate committee, of the Board of Directors, which may review and modify the decision as it deems appropriate. The decision of the Board of Directors shall be final.

### **III.F. 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, in alignment with applicable law, 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, unless required by law, 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.

All Green Dot employees are required to participate in training within the first six (6) weeks of employment and on an annual basis for the length of their employment thereafter. 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, report such suspicions to an appropriate child protective agency or the local law enforcement department serving the school per applicable state law. The employee will also inform his/her supervisor.

### **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.
- No removal or arranging of any clothing is permitted to provide a visual inspection of the underclothing, breast, buttocks, or genitalia of a pupil.

### **Consequences for False 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 (e.g., making a false report) 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***

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 § 11165.1.
3. Neglect of a child as defined in California Penal Code § 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 § 11165.3.
5. Unlawful corporal punishment or injury as defined in California Penal Code § 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 (2) 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 thirty-six (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 § 11166, and their confidentiality rights under California Penal Code § 11167. Green Dot also shall provide these new employees with a copy of California Penal Code §§ 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 § 11166 and will comply with those provisions. The signed statement shall be retained by Green Dot's Human Resources Department. (Cal. Pen. Code § 11166.5.)

Green Dot also shall notify all employees that:

- I. 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.)
- II. 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.)
- III. No employee shall be subject to any sanction by Green Dot for making a report. (Cal. Pen. Code § 11166.)

## 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 collective bargaining agreement 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, unless otherwise allowed by applicable law.
- 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, parents, students, or stakeholders 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 a 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 unlawful harassment, discrimination, or retaliation 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, whether during work hours or not during work hours, that is 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 Green Dot’s 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 be subject to 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 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 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 Green Dot stakeholders, 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, race, or other characteristic protected by law.
- Failing to intervene when students curse or make inappropriate comments related to sex, sexual orientation, race, or other characteristic protected by law.
- 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 Suspected Misconduct**

When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, he or she must immediately 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 report thoroughly the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

#### **Use of Electronic Media by Staff to Communicate with Students**

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), 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 Green Dot's 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, hygiene, hair style and clothing should not distract from the learning or working environment, nor should it offend students, parents, or other staff members. Green Dot will take appropriate and reasonable measures to accommodate all employee requests relating to dress code issues, **including** requests for religious, gender identity, disability and medical reasons. Any request for accommodation relating to the dress code should be directed in advance to Human Resources. If an employee believes these guidelines are implemented in a discriminatory manner, the employee must immediately report this to Human Resources.

#### **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 Chief Executive Officer/Executive Director for guidance. Green Dot requires its employees to not make statements or representations on behalf of Green Dot or any of its schools without Green Dot's advance written 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 organization.

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

Green Dot protects the private information of its students, its staff, and their families. This includes, but is not limited to, information found in 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 Green Dot's Human Capital or Human Resources Departments.

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's Human Resources Department. 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 its goal of widespread educational reform and to its 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 full-time Green Dot Home Office 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 their immediate supervisor. Green Dot highly values in-person communication and interaction, but also supports telecommuting to improve productivity and workplace flexibility, to attract and retain a diverse and talented work force, and to reduce costs. Green Dot intends for telecommuting to occur for brief periods and not on a continuous basis.

Green Dot provides a generous amount of paid time off ("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 cannot 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 work day (i.e., a minimum eight-hour work day that closely aligns with Green Dot schools' schedules).

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

Telecommuting employees must maintain the high standards of productivity and efficiency as expected for typical full-time employment. An employee's failure to comply with any of the requirements of this telecommuting 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 telephone, 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 work day, 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 "Sick Leave and Paid Time Off" policy in this Handbook.

Telecommuting employees who are not exempt from the overtime requirements of applicable law 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 applicable law, will require advance approval by the employee's immediate 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/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/her personal vehicle; and (2) receive permission from the school principal or designee to transport a Green Dot student in his/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, prior to driving students, 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
- the 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 determine quickly 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 violence prevention 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 violence prevention policy will be subject to disciplinary action, which may include termination from employment.

Anyone who believes that he/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 comply fully 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 the 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 employee's personnel file. Any changes to pay rates or benefits must be properly initiated and authorized using the designated process in Green Dot's human resources information system ("HRIS", e.g., Workday).

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 as soon as possible.

- 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 Green Dot. The employee will agree, in writing (e-mail is acceptable), that deductions from future pay checks meet with his/her approval. Repayments to Green Dot should be completed by the end of the fiscal year. Any employee who believes that he/she has been paid incorrectly must notify Human Resources immediately.

### **Direct Deposit**

All Green Dot employees are encouraged to sign up for direct deposit and can do so on their own throughout their employment via Green Dot's HRIS, Workday.

### **Pay Deductions**

All Green Dot employees are subject to normal state and federal pay deductions (e.g. taxes, social security, Medicare) per applicable law. Please see Payroll and Benefit Parameters set by the United State Internal Revenue Service ("IRS") and your state of employment for the most recent calendar year for further details.

Additional payroll deductions (e.g., retirement, benefits) may be withheld and deposited in a timely manner, if applicable.

In the event an employee has a scheduled deduction, but does not receive a pay check to cover the deduction, the deduction will accumulate and be reflected in Green Dot's HRIS. Twenty-five percent (25%) of the accumulated balance will be deducted per pay period until the full amount has been deducted. All normal deductions will also occur in addition to the deductions of the accumulated balance. Upon an employee's termination from employment with Green Dot, the full balance of the accumulated balance will be deducted from his/her final paycheck and any shortfall will be paid by the employee to Green Dot. Additionally, deductions for health benefits that result in the employee earning less than minimum wage is allowable as long as the employee has voluntarily elected such benefits.

### **Time Entry for Hourly Employees**

Hourly employees will log their worked time, including meal and rest periods taken, by using the check in and check out feature in Workday. Hourly employees will attest that the hours logged through the check in/check out process are accurate and complete by using the submission process in Workday.

Submission of time is due on the 15<sup>th</sup> and the last day of each month. If the 15<sup>th</sup> or the last day of the month is not a business day, time may be submitted earlier, for example, the last day worked in the pay period. Supervisors will approve submitted time by the 1<sup>st</sup> and the 16<sup>th</sup> of each month. If the 1<sup>st</sup> or the 16<sup>th</sup> is not a business day, the approval is due the next business day.

Please refer to Time & Attendance Manual for more details on time entry in Workday.

### **Request Time Off**

Each employee is responsible for reporting his/her time off through Workday. Submitted time off is approved by the employee's supervisor. Supervisors are responsible for ensuring that all time off is entered in Workday. If an employee does not enter their time off in Workday, the supervisor (or his/her designee for this process) may enter the employee's time off in Workday. Time off will be submitted and approved by the 1<sup>st</sup> and 16<sup>th</sup> of each month. Please refer to the "Sick Leave and Paid Time Off" policy in this handbook and the Time & Attendance Policies and Procedures Manual for more details. Failure to report absences in Workday may result in disciplinary action, up to and including termination.

## **Stipends**

From time to time, a stipend may be offered to an employee for specific services rendered that fall outside his/her normal role and responsibilities. Stipends are subject to all state and federally required taxes and other deductions.

### Stipends for Volunteers

Stipends may also be offered to eligible volunteers. To ensure volunteers receive their stipend, the required paperwork must be submitted to Human Resources (Volunteer Packet can be found on Connect). Subsequently, Accounts Payable will process the stipend and provide it to the volunteer.

For employees whose positions are represented by an exclusive bargaining unit, please refer to the applicable collective bargaining agreement that may specify stipend allocations and amounts.

## **Overtime**

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 work day or work week as necessary. Only actual hours worked in a given work day 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 12:01 a.m. and ends on Sunday at midnight. The Green Dot work day begins at 12:01 a.m. and ends at midnight twenty-four (24) hours later.

For employees subject to overtime, all hours worked in excess of eight (8) hours in one (1) work day or forty (40) hours in one (1) work week (Monday-Sunday) shall be treated as overtime. Compensation for hours in excess of forty (40) for the work week or in excess of eight (8) and not more than twelve (12) for the work day, and for the first eight (8) hours on the seventh (7<sup>th</sup>) consecutive day in one (1) workweek, shall be paid at a rate of one and one-half (1½) times the employee's regular rate of pay. Compensation for hours in excess of twelve (12) in one (1) work day and an excess of eight (8) on the seventh consecutive work day of the work week shall be paid at double the regular rate of pay. For overtime purposes, holiday pay is not considered hours worked during the work week.

On a monthly basis, Payroll data encompassing regular time and overtime incurred in the period is provided to the appropriate Home Office budget Director/Manager or Home Office department head. The data is reviewed for reasonableness and discussed with appropriate administrators and department heads as necessary.

## **Meal and Rest Periods**

It is important to Green Dot that all employees take daily rest time away from their work areas. Green Dot offers fully functional break rooms at all work locations to allow a place for employees to rest and eat during their breaks.

Per applicable law, any non-exempt employee is entitled to a ten (10)-minute rest period for every four (4) hours of work. Rest periods should be scheduled/taken toward the middle of the four (4) hour work period as practicable.

For shifts greater than five (5) hours, employees should take an uninterrupted thirty (30) minute meal period before the beginning of the 5<sup>th</sup> hour. For shifts greater than ten (10) hours, employees should take two (2) thirty (30) minute meal periods before the beginning of the 5<sup>th</sup> and 10<sup>th</sup> hours. Employees are allowed to leave the premises during the

meal and rest period. Employees who work less than six (6) hours may voluntarily waive the meal period by executing a meal period waiver. Employees who work more than ten (10) hours but less than twelve (12) hours may voluntarily waive the second meal period if the first meal period was not already waived. Employees who voluntarily waive or delay a meal break will be required to inform their supervisor when this occurs

Employees are expected to observe assigned working hours and the time allotted for meal and rest periods.

### **Recording Meal and Rest Periods**

All non-exempt employees 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.” Such employees must report all work time accurately on their time record. If, for any reason, an employee is not provided a meal period in accordance with this “Meal and Rest Periods” policy, or if any such employee is in any way discouraged or impeded from taking his/her meal or rest periods or from taking the full amount of time allotted, the employee must immediately notify his/her supervisor, manager or Green Dot’s Human Resources Department. Anytime that a meal period was missed that should have been provided (or any portion of a provided meal or rest period is worked), the employee must report to his/her immediate supervisor and document the reason for the missed meal or rest period or time worked.

### **Lactation Accommodation**

Green Dot accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for an infant child. The break time shall, if possible, run concurrently with any break time already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the non-exempt employee shall be unpaid and must be documented by the employee for time-tracking/payroll purposes.

Green Dot will make reasonable efforts to provide employees who need a lactation accommodation with the use of a room or other private location that is located close to the employee’s work area. Employees with private offices will be required to use their offices to express breast milk. Employees who desire lactation accommodations should contact their supervisor to request accommodations.

### **Time and Attendance on Workday**

The employees who use Workday for entering their time and attendance are encouraged to read the Time & Attendance Policies and Procedures Manual. The manual provides guidance on entering time and time off, types of time and time off, recording meal and rest periods, review and approval procedures, types of reports to monitor time and time off, etc. The purpose of the manual is to ensure timely and accurate attendance and payment for the employees for periods including regular school time and summer school time. Please refer to the Time & Attendance Policies and Procedures Manual for more information.

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

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

- be free from Green Dot’s control and direction in performing the service, both under a contract and in fact;
- provide a service that is outside Green Dot’s 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 or Green Dot equipment;

- use his/her own invoice in billing for services; and
- 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 leave. Consultants and independent contractors 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 a consultant's or an independent contractor's employer, partner, agent, or principal for any purpose.

Prior to services being rendered, Green Dot's Human Resources Department must be contacted to develop a written engagement agreement. The use of consultants and independent contractors are closely monitored so as not to vary from the rules of applicable law. The drafting of all contracts for consultants and 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 appropriate administrators and Legal Department before the execution of the contract to limit Green Dot's exposure to liability or legal action.

Additionally, independent contractors are required to follow the criminal background checks and tuberculosis testing requirements as outlined in this 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's Accounts Payable Department.

#### **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 law regarding the use of public funds. Private funds comingled with public funds are considered public funds and must be spent in accordance with applicable law regarding allowable use of public funds.

#### **Gifts of Public Funds**

Using public funds for gifts of a personal nature is not allowed because they confer a tangible benefit to an individual. Except as explained below, 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 and gift cards are characterized as gifts of public funds and, therefore, are not allowed, except when purchasing gas cards for students designated as homeless under the McKinney Vento Act. 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 also 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, a brief description of the session, and list of participants.

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

Additionally, Green Dot's funds shall not 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 allow 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 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 not going to Green Dot should be in the form of checks made payable to the charity and should be picked up by, or delivered to, the charity so that funds are not deposited into the Green Dot account (note – such donations are also not eligible for a tax exemption letter provided by Green Dot as Green Dot is not the recipient.). Green Dot resources should not be utilized to support outside charities and funds cannot flow through Green Dot.

### **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.

To award employees for exceptional contribution, Green Dot must find that the employee did one (1) or more of the following:

- Proposed procedures or ideas that thereafter are adopted and effectuated, and that resulted in eliminating or reducing expenditures or improving operations.
- Performed special acts or special services in the public interest.
- By their superior accomplishments, made exceptional contributions to the efficiency, economy, or other improvement in the operations of Green Dot.

Life transition events such as birthdays, weddings, holidays and other similar circumstances can happen to anyone and cannot be considered superior accomplishments, or merit an award.

### **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 each region's Home Office 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 financially 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 Green Dot’s *Finance and Accounting Policies and Procedures* for additional details. Categories of financial encumbrances include:

- Purchase Orders/Invoices;
- Expense Reimbursements;
- Green Dot Credit Card Transactions;
- Service Contracts (requires legal and procurement review prior to execution);
- Loans (requires legal and finance department review prior to execution); and
- Lease Agreements (requires legal and finance department review prior to execution).

Other types of documents requiring a signature may indirectly encumber the organization financially and should be reviewed by legal and the finance department if there is any uncertainty.

The limits in the chart below refer to amounts for each encumbrance and align with Green Dot’s board approved procurement policy. For example, if a contract encumbers the organization over five (5) years for \$12,000/year, the total amount is above \$50,000, therefore requiring a signature from the CEO/CFO/Executive Director.

<b>Position</b>	<b>Limits: Purchase Orders/Invoices, Expense Reimbursements, Green Dot Credit Card Transactions</b>	<b>Limits: Service Contracts, Loans, Lease Agreements</b>
Board of Directors	\$500,000 and Above	\$500,000 and Above
CEO/CFO/Executive Director	Less than \$500,000**	Less than \$500,000**
C-level (non-CEO/CFO)/Vice President/Director	Less than \$50,000*	Less than \$50,000*
Principal	Less than \$5,000	N/A

***\*Requires a minimum of two (2) quotes or proposals obtained from qualified sources for goods and services greater than \$10,000 and less than \$50,000.***

***\*\*Requires a minimum of three (3) quotes or proposals obtained from qualified sources for goods and services greater than \$50,000 and less than \$150,000; \$150,000 and above requires comprehensive requests for proposals that include clear, accurate descriptions of goods and/or services solicited, proposals must be publicized, and a formal method for their evaluation and selection must be followed for more than \$150,000.***

All grant applications and agreements must be signed by the CEO or Executive Director.

### ***Checks***

Accounts payable checks and manual payroll checks shall be signed by the CFO/CEO/Executive Director/ President of the Board. In addition, all accounts payable checks greater than \$10,000 require dual signatures prior to the release of the check. The secondary signer for accounts payable checks greater than \$10,000 is CEO/CAO/Director of Finance & Operations/Director of Finance & Operations/President of the Board.

### ***ACH Payments and Bank Transfers***

All ACH payments and bank transfers can only be processed after the appropriate position has approved the transfer (i.e. executed contract). Only the CFO, Controller, and designated Senior Accountant can initiate an ACH payment or bank transfer and all ACH payments and bank transfer require dual authorization with the initiator counting as first authorization.

### ***Employment Contracts***

All employment contracts can only be signed by the CEO/Executive Director (or VP of Human Resources – National).

Employees who are not authorized to encumber and make representations on behalf of Green Dot who nevertheless do so may be subject to disciplinary action, up to and including termination.

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

Credit cards will be issued only 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.

On an annual basis, the Finance and Accounting will review the list of cardholders to reevaluate the need of the cardholder in the coming year. When the employee transfer to a different company or position, the cardholder will surrender his or her card.

Request for temporary credit limit increase may be approved at the discretion of the Controller or Chief Financial Officer with appropriate justification for the increase. Request will be in writing with the cardholder's supervisor's approval. Please allow five (5) days for processing your request. Temporary credit limit increases will be granted at most two (2) times per year.

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. If the expenditure is for professional development, an agenda will be provided. Additionally, employees are required to reconcile their credit card statements to receipts by the 5<sup>th</sup> of the month. The supervisor must approve the credit card expense report by the 10<sup>th</sup> of the month. A complete reconciliation must include the month's statement and receipts for all transactions. Failure to provide completed reconciliation for a month will result in suspension of cardholder's credit privileges.

If a cardholder is unable to provide receipts to support every charge, the expense will be considered personal and the cardholder must submit payment with the credit card reconciliation. Unpaid personal expenses will result in suspension

of card privileges until the personal balance is paid in full. If the cardholder fails to produce payment for personal charges in three (3) or more instances, the cardholder's credit privileges will be revoked permanently.

The cardholder shall avoid using their Green Dot credit card for personal purchases.

Improper use of a Green Dot issued credit card will 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' Development Department focuses 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 Green Dot Public Schools' Development Department prior to pursuing the donation.

#### **Monetary Donations**

A myriad of 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 Green Dot Public Schools' Development Department.
- Under rare, applicable circumstances, 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 Green Dot Public Schools' 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 all entities (with each corresponding federal employer identification number ("FEIN") operating under Green Dot's control or using Green Dot's academic and professional models:

- Delta Properties, Inc. (FEIN: 82-0212806);
- Green Dot Public Schools California (FEIN: 95-4679811);
- Green Dot Public Schools National (FEIN: 46-5740783);
- Green Dot Public Schools Tennessee (FEIN: 47-0970499);
- Green Dot Public Schools Washington State (FEIN: 46-4128856); and
- United Parents and Students (FEIN: 81-3413763)

All payments should be made payable to the applicable 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) to 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 approved by the Principal or Green Dot department head.

#### Acceptance of Goods:

- A description of the goods, including the value and contact information for the donor must be provided to Green Dot's Finance and Accounting Department upon acceptance.
- Technology equipment must meet the standards comparable to those already established by Green Dot. Please contact the Green Dot technology department prior to accepting any technology goods.
- Goods that will be attached to the building or grounds must be assessed by a member of the Green Dot Operations team prior to acceptance. These goods may create ongoing costs, therefore a thorough evaluation of such costs should be completed prior to acceptance (i.e. installation, electricity, maintenance)
- Acceptance of goods shall be made without any reciprocating commitment by any employee on behalf of Green Dot
- Green Dot may request evidence of ownership of any good prior to acceptance
- All goods donated shall be accepted solely for benefit of students and not for any salary, benefit and/or stipend

Use of Goods: All donated goods shall be considered property of Green Dot. Employees who receive donated goods must leave those items with the school if they leave Green Dot, unless otherwise stated, in writing, by the donor. Such instructions must be provided at the time of donation.

Green Dot will not perform an appraisal and will not place any value for donated goods on behalf of the donor. The donor shall be responsible for obtaining his/her own appraisals for tax purposes along with any fees or other expenses as may be related to such appraisal.

Green Dot may decline an offer for goods if it is deemed not to be in the best interest of Green Dot. Grounds for declining goods may include, but is not limited to:

- Technology or other goods that do not meet the Green Dot required minimum standards
- An offer that would initiate an additional expense for service or ongoing maintenance
- An offer that would create unreasonable inequity in to a specific segment of the student population

Any uncertainty as to whether a donated good falls under the acceptable Green Dot policy should be geared towards the applicable Green Dot department head or the Green Dot Finance and Accounting Department.

### **School Site Fundraising**

Schools may fundraise in several different ways. Depending on the purpose of the fundraising, schools can choose the best method to raise funds to match the need. All school fundraisers must be approved by the Principal (or designee) prior to beginning the fundraiser. Furthermore, any fundraising occurring on a digital media platform (i.e. school-based webpages and social media pages, Go Fund Me, Donor's Choose, etc.) will need to be communicated to Green Dot's development department.

One way to fundraise is by using Green Dot's tax-exempt status. In order to do this, all donor checks must be made payable to the Green Dot regional entity in which the school operates, or the fundraising campaign must be posted using Green Dot's crowdfunding platform or another crowdfunding platform with which Green Dot has registered. In order to fundraise using Green Dot's tax-exempt status, the fundraiser must meet the following criteria:

- Educational in nature;
- Open to all eligible students for which eligibility is determined through an objective and measurable test (e.g. "Students must have a 3.0 GPA to participate"); and
- Is not a gift to a specific individual who would privately benefit (e.g. fundraising to purchase school supplies for a particular student).

Some examples of fundraisers that cannot be held using Green Dot's tax-exempt status include:

- Gift certificates for individuals;
- Donations to charities (e.g. – you cannot fundraise to buy blankets that students will give out to the homeless); or
- Political or religious activities.

If there is any uncertainty about using Green Dot's tax-exempt status for a fundraiser, schools should contact Green Dot's Development Department. Furthermore, schools planning fundraisers that involve raffles and/or auctions must contact Green Dot's Finance and Accounting Department to ensure compliance with applicable law. 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 a school wishes to raise funds for purposes outside the realm of Green Dot's tax exempt status, schools can choose to create personal campaigns through crowdfunding sites like Go Fund Me. Donations received through Go Fund Me are considered to be personal gifts which, in general, are not taxable income in the United States (however, employees should check with a tax expert if they are unsure). Although personal campaigns through a crowdfunding site can be a great way to raise funds, donors do not receive a tax exemption for their donation.

Regardless of which fundraising method a school chooses, all fundraisers must be approved by the Principal (or designee) and comply with applicable law.

## **Raffles**

Legal requirements must be followed when conducting raffles to avoid any appearance of gambling. Students shall not be barred from an event or activity because they did not participate in the raffle. Potential donors, including parents/guardians and community stakeholders, should not be unduly pressured to contribute to Green Dot or its schools. Staff is expected to emphasize the fact that donations are always voluntary.

Green Dot may conduct raffles to raise funds for beneficial or charitable purposes in the state subject to the rules outlined in California Penal Code § 320.5(b). This exception to the general constitutional prohibition against lotteries requires that at least ninety percent (90%) of the gross receipts from these raffles go directly to Green Dot's beneficial or charitable purposes.

## **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. The qualifications for receiving these funds, the amount of the award(s) and the terms for selection of the final awardees will be made available to all Green Dot students. 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 public funds or resources or 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 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, vendors and other stakeholders. 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 law, whichever is deemed lesser. If an employee is unsure if a gift will violate this policy, please consult a supervisor or Controller.

The term "gift" does not include:

- Meals provided to Green Dot staff at an event at which an official speaks, participates in a seminar or similar activity or provides a similar service.
- Reimbursement of 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 or candidate performing pre-approved, authorized services. However, the majority of day-to-day purchases (e.g., supplies) should be done through the appropriate purchasing processes (see Purchasing Section of the Employee Handbook). Every effort should be made to obtain items from Green Dot 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 that 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, immediate supervisor, or appropriate department head prior to incurring expenses.

In general:

- Expenses can be reimbursed up to forty-five (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 school's Principal, immediate supervisor, or appropriate department head; and
- 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**

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. Per applicable state and federal law, 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.

The current reimbursable rate \$0.535 per mile is determined using the 2017 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.

Employees must acquire and maintain the minimum applicable legal requirements related to driving (e.g., ensure the employee possesses a valid license, has the minimum insurance coverage, etc.) when driving is part of, or is incidental to, his/her job duties (e.g., traveling between school sites).

### **Meals and Entertainment**

For tax reporting purposes, meal expenses are defined as the costs incurred for food and beverages in the conduct of business. Entertainment expenditures 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, including food, beverages, taxes and tips, of:

- \$14 for breakfast.
- \$18 for lunch.
- \$34 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**

Non-exempt employees will be paid for travel time when asked to work at a location other than the employee's regularly scheduled location(s). These employees will be paid for time spent driving to-and-from their home to the new location, minus the time the employee regularly spends commuting and for bona fide meal breaks. When air, train or bus travel is required or an overnight stay, the employee will be reimbursed for time spent getting from one location to the next (i.e, time on the plane and time driving from the employee's home to the airport) but will not be reimbursed for time waiting at the airport, time spent for bona fide meal periods or time spent sleeping.

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) where all employees travelling on behalf of Green Dot can book air, hotel, and car rental travel and Green Dot is billed directly. 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). Green Dot will provide a copy of the applicable 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:

- Green Dot employees are expected to stay in standard business class lodgings that charge a reasonable rate.
- Green Dot 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:

- The travel 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; and
- 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**

Green Dot 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.

Green Dot 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 Green Dot if they are business related and reasonable.

## **Car Rentals**

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

Green Dot 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 and liability insurance is included in the corporate contract. In a rare situation in which a Green Dot employee is required to rent a car outside of the corporate contract, LDW should be accepted.

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 the refill option is more economical).

Employee vehicles that are damaged or stolen on school site property will be reimbursed up to the amount of the deductible or \$250, whichever is lesser. The burden of proof for demonstrating that the damage occurred on School/work property shall rest on the employee.

## **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 Green Dot expenses, Green Dot may issue an advance. Every effort should be made to process as much of the projected out-of-pocket expenses through Green Dot's Accounts Payable Department 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 Green Dot 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 Green Dot's Accounts Payable Department 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 Green Dot's Accounts Payable Department. The employee must follow all reimbursement guidelines as stated in this Expense and Travel Reimbursement Policy. The employee will need to submit an expense report with receipts within forty-five (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 Green Dot.

### **Non-Reimbursable Expenses**

Green Dot 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-per-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 Green Dot. These fees may be reimbursed for unpaid Green Dot volunteers.

## **VI. HEALTH AND RELATED BENEFITS**

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

- Medical
- Dental
- Vision
- Basic Life and Voluntary Life
- Short and Long Term Disability
- Health Care Flexible Spending Account
- Dependent Care Flexible Spending Account
- Employee Assistance Program
- 401(k) Retirement Plan
- State Retirement Plans (if applicable)

## VI.A. Health Benefits

All employees working a minimum of thirty (30) hours a week are eligible for benefits on their first day of employment with Green Dot, and have thirty (30) calendar days from their start date to enroll in benefits. Green Dot provides these benefits for employees, as well as their eligible dependents (e.g., spouses, domestic partners, and children). When an employee first joins Green Dot, he/she is asked to select his/her benefits from the available providers and plans. If an employee fails to select a plan within thirty (30) calendar days from his/her start date, the employee will be automatically enrolled in the default plan.

Green Dot provides a monetary 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 do so in writing and provide written proof of other coverage in order to be eligible for the incentive.

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

Employees who have a spouse or domestic partner covered under the Green Dot insurance must provide Green Dot with proof of marriage or a notarized Affidavit of Domestic Partnership, available from Green Dot's Benefits Department.

For more information on Green Dot's most up-to-date benefits providers and plans, please contact Green Dot's Benefits Department at [benefitsmailbox@greendot.org](mailto:benefitsmailbox@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 typically occurs annually in May and any changes made during open enrollment 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 qualifying life events have occurred (e.g., marriage, domestic partnership, birth/adoption of a child, divorce/dissolution of domestic partnership, midyear loss or gain of other coverage). Under such circumstances, employees have thirty (30) calendar days from the date of the qualifying life event to submit their applicable changes to their benefit plan in Workday. If an employee fails to do so within thirty (30) calendar days of the event, the employee will have to wait until the next Open Enrollment period to make any changes to their benefit plans. For more information regarding benefit coverage and qualifying life events, contact Green Dot's Benefits Department at [benefitsmailbox@greendot.org](mailto:benefitsmailbox@greendot.org).

### COBRA Benefits

When coverage under Green Dot's medical and/or dental plans ends, employees or their dependents can continue coverage for eighteen (18) or thirty-six (36) months, depending upon the reason benefits ended. To continue coverage, an employee must pay the full cost of coverage – the employee contribution and Green Dot's previous contribution plus a possible administrative charge.

Medical coverage for an employee, his/her spouse, and eligible dependent children can continue for up to eighteen (18) months if coverage ends because:

- 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 an employee ineligible for the plan.

This eighteen (18) month period may be extended an additional eleven (11) months in cases of disability subject to certain requirements. This eighteen (18) month period may also be extended an additional eighteen (18) months if other events (such as a divorce or death) occur subject to certain requirements.

An employee's spouse and eligible dependents can continue their health coverage for up to thirty-six (36) months if coverage ends because:

- The employee dies while covered by the plan;
- The employee and his/her spouse become divorced or legally separated;
- The employee becomes eligible for Medicare coverage, but his/her spouse has not yet reach age sixty-five (65);  
or
- The employee's dependent child reaches an age which makes him or her ineligible for coverage under the plan.

Rights similar to those described above may apply to retirees, spouses and dependents if the employer commences a bankruptcy proceeding and those individuals lose coverage.

Green Dot will notify employees or their dependents if coverage ends due to termination or a reduction in work hours. If an employee becomes eligible for Medicare, divorced or legally separated, die, or when a dependent child no longer meets the eligibility requirements, the employee or a family member are responsible for notifying the School within thirty (30) days of the event. Green Dot will then notify the employee or his/her dependents of the employee's rights.

Health coverage continuation must be elected within sixty (60) days after receiving notice of the end of coverage, or within sixty (60) days after the event causing the loss, whichever is later.

There are certain circumstances under which coverage will end automatically. This happens if:

- Premiums for continued coverage are not paid within thirty (30) days of the due date;
- The employee (or his/her spouse or child) become covered under another group health plan which does not contain any exclusion or limitation with respect to any pre-existing condition the employee (or the employee's spouse or child, as applicable) may have;
- Green Dot stops providing group health benefits;
- The employee (or the employee's spouse or child) become entitled to Medicare; or
- The employee extended coverage for up to twenty-nine (29) months due to disability and there has been a final determination that the employee is no longer disabled.

## VI.B. Retirement

### 401(k) Retirement Plan

Green Dot provides active full-time employees twenty-one (21) years of age or older with at least one (1) year and 1,000 hours of service with an opportunity to participate in a comprehensive 401(k) plan. Eligible employees may contribute a portion of their pretax income toward the Green Dot 401(k) plan up to the maximum allowable by law.

For eligible employees that are also participating in a state retirement plan, Green Dot will not provide any employer matching option given Green Dot's contribution toward their state retirement plan.

For more information on Green Dot's 401(k) plan, including a potential employer match, please visit Green Dot's Intranet (e.g., Connect). All eligible employees will receive a Summary Plan Description outlining the details of the plan.

### State Retirement Plans

#### *CalSTRS*

With limited exceptions, all employees whose positions directly support the instructional program (e.g., teachers, counselors, administrators) and are deemed eligible by the California State Teachers' 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).

#### *CalPERS*

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).

## VI.C. Holidays

All full-time active employees will be paid for the following holidays (when observed). Part-time employees will be paid the average daily hours they have worked during the previous ninety (90)-day period for each holiday. Temporary employees, seasonal employees, independent contractors, employees on leave, and inactive employees do not qualify for holiday pay.

- Independence Day (Full Year Employees Only)
- Labor Day
- Veterans Day
- 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 (School Site Employees Only)

- Memorial Day

If one of these holidays falls on a Sunday, it will be observed on the following Monday. If the holiday falls on a Saturday, Green Dot will select either the following Monday or the preceding Friday as a substitute holiday.

For the current year's holiday schedule, including winter and spring breaks (both are not included above), please refer to Green Dot's Human Resources Department section of Green Dot's Intranet (e.g., Connect).

### **Floating Holidays**

Subject to manager approval, salaried, exempt employees who are required to work on Green Dot recognized holidays and breaks may be eligible to take that time off on a different date within that fiscal year. Unused floating holiday time will not be paid out upon an employee's exit from the organization unless required by law. Employees will only receive holiday pay while in active, paid status. Specifically, an employee must either work or be on approved PTO/Sick leave the day before and 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 who are subject to a collective bargaining agreement may be eligible to receive pay during Green Dot acknowledged Spring and Winter Breaks ("Breaks"). Compensation during the Breaks is discretionary and determined by Green Dot on an annual basis.

Employees will only receive discretionary Break pay while in active, paid status. Specifically, an employee must either work, or be on approved PTO/sick leave, the regularly scheduled work day before and 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 ninety (90) day period. Temporary employees, seasonal employees, 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 advance notice when requesting leave under this policy. If approved, and 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 be present, and arrive on time, every work day. If, for any reason, an employee is going to be late or absent from work, the employee must notify the appropriate individual(s) via the steps designated by his/her supervisor. If that supervisor is not available, the employee should leave a message for her/him. Excessive absences and/or lateness are unacceptable and may lead to disciplinary action, up to and including termination.

Any employee who fails to report for work for three (3) consecutive work days without giving prior notice may be considered to have voluntarily resigned employment. Refer to Green Dot's job abandonment policy in this handbook for more information.

Where permitted under applicable state law, any employee who is absent due to illness or injury for three (3) consecutive work days or longer shall submit a medical authorization supporting his or her absence and authorizing his/her return to work.

### ***Animo Classified Employees Association Employees***

In the event an Animo Classified Employees Association ("ACEA") 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 his/her return to work.

### **VI.E. Sick Leave and Paid Time Off ("PTO")**

Green Dot recognizes the importance of time off from work related to illness/injury or to relax, spend time with family, and enjoy leisure activities. As such, Green Dot offers sick leave and/or PTO to all of its full-time and part-time active employees. Green Dot does not offer sick leave and/or PTO to seasonal, consultant, or independent contractor status unless required by applicable law. All PTO, or planned sick leave (e.g., scheduled surgery), must be requested through the employee's supervisor as far in advance as possible and submitted via Workday.

Non-exempt (typically hourly) employees who take PTO or sick leave must account for the hours they are absent from work by applying accrued PTO or sick time. In the event a non-exempt employee takes time off that is not considered PTO or sick leave, they will not be paid for that time.

Exempt (typically salaried) employees must report to their supervisor any days they are away from work during the normally scheduled workweek, so Green Dot can track PTO and sick leave usage (as applicable). Green Dot will not make deductions from an exempt employee's salary, except as otherwise expressly permitted by applicable law or collective bargaining agreement. Specifically, in any workweek in which an exempt employee performed any work, their salary will not be reduced for any of the following reasons:

- Partial day absences for personal reasons, sickness or disability.
- Absences for jury duty, attendance as a witness, or military leave in any workweek in which the employee has performed any work.
- Any other deductions prohibited by applicable law.

However, it is not an improper deduction to reduce an employee's accrued PTO for full or partial day absences for personal reasons, or if the employee has exhausted his/her sick leave. If you have any questions or concerns, or if you believe that an erroneous deduction has been made from your pay, you should immediately report this information to your manager and Human Resources. If it is determined that an improper deduction has been made, you will be promptly reimbursed.

Employees who are subject to a collective bargaining agreement should consult their applicable agreement for accrual and use of PTO and sick leave guidelines.

## **PTO**

PTO is time that is accrued and can be used for personal reasons including sick leave and vacation. PTO 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, subject only to the restrictions regarding deductions from exempt employee pay noted above.

PTO will begin to accrue on an employee's date of hire or re-hire, and will continue to accrue each pay period the employee is employed.

Accrued PTO is noted on each employee's pay stub. It is each employee's responsibility to monitor the amount of his/her accrued PTO.

The maximum PTO that any employee may accrue at any time shall not exceed two hundred and forty (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 until some PTO is taken. Employees whose accrued PTO reaches the maximum hours are encouraged to make arrangements to use their PTO.

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 for other reasons including, but not limited to, leaves of absences 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 accumulated PTO. This payout will occur at the time the employee transitions to the new position and shall not exceed the maximum balance of two hundred and forty (240) hours.

PTO benefits will not be cashed out except when an employee separates from employment, or in a special circumstance approved on an individual basis by the CEO/Executive Director (or designee). Payment of PTO hours will not be allowed in excess of hours accrued, or the maximum as noted above.

## **Sick Leave**

Sick leave is defined as time (in hours) that is given to eligible employees at the start of each fiscal year.

Sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Employees may also use sick leave to assist a family member (i.e., children, parents, spouses/domestic partners/designated person, grandparents, grandchildren, or siblings), or any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Employees may also take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking. Paid sick leave is also available for bone marrow or organ donation by an employee or their family member, to provide care for a guide, signal or service dog of an employee or their family member, or if Green Dot or an employee's child care provider's business is closed due to a public health emergency.

Sick leave cannot be used as a means to supplement holiday and/or PTO. Sick leave can be accumulated without limit, and is not paid out upon separating from employment. Pay stubs shall display the total balance of an employee’s accumulated sick leave hours.

Employees who are eligible to participate in a state-sponsored pension with Green Dot shall be entitled to transfer sick leave accrued from previous employment in a school district, charter school or public school within the same state while participating in a state pension so long as the sick leave is verified appropriately by the prior employer. Please see Green Dot’s Human Resources Department for the “Transfer of Accumulated Sick Leave” form.

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 ninety (90) minutes (i.e., 1 ½ hours) prior to the start of the work day, unless in the case of an emergency, to permit the employee’s supervisor to plan adequately for the absence.

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

Employees who are subject to a collective bargaining agreement can find the most updated information regarding sick leave or PTO in their current collective bargaining agreement.

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), receive a proportional amount of PTO and Sick Leave hours relative to the number of hours for a full-time employee in a comparable position.

**PTO and Sick Leave Chart**

All PTO and sick leave outlined below is provided per year.

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

<b>employees not eligible for State pension</b>	73 months +	25 Days (8.33 hours per pay period)	
<b>CATEGORY 3: ACEA Classified hourly employees</b>	Please refer to applicable collective bargaining agreement		
<b>CATEGORY 4: AMU certificated employees</b>	Please refer to applicable collective bargaining agreement		
<b>CATEGORY 5: Student support employees</b>			10 Days

**Donation of Sick Leave**

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

**VI.F. 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 (2) hours combined. Under these circumstances, an employee will be allowed a maximum of two (2) 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 (2) days’ prior notice.

**VI.G. Time Off for Jury Duty**

An employee’s manager and Green Dot’s Human Resources Department should be promptly notified when an employee receives a summons for jury duty. Green Dot will continue a non-exempt employee’s full salary and benefits for up to five (5) working days for jury duty. For exempt unrepresented employees, Green Dot will pay for time off if an employee is called to serve on a jury provided the employee continues to perform work duties as assigned. If the employee is called to jury duty, he/she must give his/her 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 applicable law. It will be the responsibility of the employee, when possible, to request a call in program for performing his/her jury duty and to submit the required information reflecting his/her jury duty service in Workday.

Any compensation, less any mileage expenses, received for serving as a juror 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, his/her regular pay, unless required by applicable law.

**VI.H. Bereavement Leave**

All employees may be granted up to three (3) days off from work 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 deduction from other leave benefits. This leave may be extended to five (5) days if travel of more than two hundred (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.

#### **VI.I. School Appearance and Activities Leave**

As required by law, Green Dot will permit an employee who is a parent or guardian (including a stepparent, foster parent, or grandparent) of school children, from kindergarten through grade twelve (12), or a child enrolled with a licensed child care provider, up to forty (40) hours of unpaid time off per child per school year (up to eight (8) hours in any calendar month of the school year) to participate in activities of a child's school or child care. If more than one (1) parent or guardian is an employee of Green Dot, the employee that first provides the leave request will be given the requested time off. Where necessary, additional time off will also be permitted where the school requires the employee(s) appearance.

The employee requesting school leave must provide reasonable advanced notice of the planned absence. The employee must use accrued but unused paid leave (e.g., vacation or sick leave) to be paid during the absence.

When requesting time off for school activities, the employee must provide verification to their supervisor or Green Dot's Human Resources Department of participation in an activity as soon as practicable. When requesting time off for a required appearance, the employee(s) must provide a copy of the notice from the child's school requesting the presence of the employee.

#### **VI.J. 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/Executive Director (or designee) of Green Dot. Employees should expect to be contacted directly to know Green Dot's decision for the particular day.

For exempt employees, no loss of pay will occur as a result of missed or truncated days for these reasons as long as they are on active duty at the time of the event (i.e., not on a leave of absence, taking PTO, etc.). Additionally, if 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. Non-exempt employees will not be compensated for emergency or weather closures. These employee can choose to use accrued time to avoid a loss of pay.

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 their time worked plus half of the remaining hours they were scheduled to work prior to the announced closing time. A supervisor, principal or other management team member must request such employees to remain at work for the employees to be eligible to be paid half of the remaining hours they were scheduled to work, but did not due to closure.

### **VII. LEAVES OF ABSENCE**

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

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

Personal unpaid leaves may also be granted. Please contact Human Resources for information on available leaves.

Unless specified in the individual policies outlined below, the following addresses various issues related to leaves of absence:

### ***Request for Leave***

Requests for a LOA should be provided thirty (30) days in advance, or as far in advance as practically possible. All leave requests must be submitted, in writing, to Green Dot's Human Resources Department or the direct supervisor using the appropriate Request for Leave of Absence form available on Connect.

### ***Compensation***

Compensation during a LOA is not provided by Green Dot unless required by applicable law. An employee may be eligible for wage replacement through Green Dot's Supplemental Disability Insurance Administrator and/or state programs. Employees may also elect to replace lost wages with accrued sick leave or PTO while on leave. Payout of any sick leave 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 LOA, 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 Benefits***

Green Dot will continue an employee's health insurance policies while on an approved leave in accordance with applicable law, for a maximum of thirty (30) days. Employees may continue the health insurance benefits beyond what is provided by Green Dot through COBRA. Employees who waive medical benefits during this period will continue to receive a waiver benefit reimbursement to be paid upon return from a LOA. It is the employee's responsibility to make this request for reimbursement.

## **VII.A. Family and Medical Leave**

Family and medical leave shall be provided in accordance with federal and state laws and any applicable collective bargaining agreement.

For employees not subject to a collective bargaining agreement, the following policy demonstrates Green Dot's compliance with the Family and Medical Leave Act ("FMLA") which requires employers to grant 12 unpaid work weeks of FMLA leave in a 12-month period to eligible employees for certain medical and family-related reasons. The company abides by any state regulated leave laws. The more generous of the two laws will apply to the employee if the employee is eligible under both federal and state laws. Green Dot has adopted the rolling calendar period for the purpose of calculating time off under FMLA. Using this method, time off under FMLA is measured backward 12 months. Each time an employee takes FMLA leave, the remaining leave entitlement would be the balance of the 12 weeks which has not been used during the immediately preceding 12 months.

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

Twelve workweeks of leave in a 12-month period for:

1. The birth of a child and to care for the newborn child within one year of birth;
2. The placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
3. To care for the employee's spouse, child, or parent who has a serious health condition;
4. A serious health condition that makes the employee unable to perform the essential functions of his or her job, including a serious health condition resulting from an on-the-job illness or injury;

5. If both parents are employed by Green Dot, they will be entitled to a combined total of 12 weeks of leave for this purpose. (disability caused by pregnancy, childbirth, or related medical conditions, which is also covered by Green Dot's separate pregnancy disability policy).

**Military Family Leave Entitlements.** Under federal law, unpaid leave may also be requested by eligible employees who have any qualifying exigency arising out of the fact that the spouse or a son, daughter, parent, domestic partner, or next of kin of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the armed forces and may use their 12-week entitlement to address certain qualifying circumstances. Qualifying circumstances may include deploying on short-notice, attending certain military events, arranging for alternative child care and school activities, addressing certain financial and legal arrangements, attending certain counseling sessions, engaging in rest and recuperation, and attending post deployment reintegration briefings.

The federal FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. This leave applies if the employee is the spouse, son, daughter, parent, domestic partner, or next of kin caring for a covered military service member or veteran recovering from an injury or illness suffered while on active duty in the armed forces or that existed before the beginning of the member's active duty and was aggravated by service or that manifested itself before or after the member became a veteran.

### **Employee Eligibility Criteria**

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

**Leave Designation.** If an employee does not expressly request FMLA leave, Green Dot reserves the right to designate a qualifying absence as FMLA leave and will give notice of the FMLA designation to the employee. If an absence is a qualifying event under FMLA, the leave will run concurrent with short-term disability, long-term disability, workers' compensation, and/or any other leave where permitted by state and federal law.

**Interaction with Accrued Paid Time Off.** FMLA leave, and paid vacation or sick time will run concurrently as provided under Green Dot policy except where prohibited by state law.

**Job Protection.** An employee's job, or an equivalent job, is protected while the employee is on a job protected leave of absence. Both federal and applicable state laws require that employees be returned to their positions or to another job of like pay and status at the end of FMLA leave. Note: If an employee is unable to return to work after the expiration of federal or state FMLA, an extension may be granted if the condition constitutes a disability under the Americans with Disabilities Act (ADA), state law or in certain workers' compensation cases.

### **Military Leave**

Green Dot supports the military obligations of all employees and grants leaves without pay for uniformed service in accordance with applicable federal and state laws. Any employee who needs time off for uniformed service should immediately notify the Human Resources department and his or her supervisor and provide a copy of the official orders or instructions. Additionally, the employee must submit a Leave of Absence request form to the Benefits Department, who will provide details regarding the leave. If an employee is unable to provide notice before leaving for uniformed service, a family member should notify the supervisor as soon as possible.

Upon return from military leave, employees will be granted the same seniority, pay, and benefits as if they had worked continuously. Failure to report for work within the prescribed time after completion of military service will be considered a voluntary termination.

All employees who enter military service may accumulate a total absence of 5 years and still retain employment rights.

### **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 his/her Supervisor. An employee asking for a Request for Leave Form will be given a copy of Green Dot's current FMLA leave policy.
2. If the need for the leave is foreseeable (i.e., for planned, non-emergency medical treatment), the employee must give a minimum of thirty (30) days advance notice to the Company. If an employee fails to provide the requisite thirty (30) days advance notice for foreseeable events without any reasonable excuse for the delay, the Company reserves the right to delay the taking of the leave until at least thirty (30) days after the date the employee provides notice of the need for leave. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to disrupt unduly Green Dot's operations.
3. 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.
4. 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.
5. Green Dot will respond and provide a notice of eligibility to a FMLA leave request within five business days of acquiring knowledge that the leave is being requested for an FMLA-qualifying reason. 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/her own or a family member's serious health condition must provide medical certification from the appropriate health care provider on a form supplied by Green Dot. (The term "family member" shall be as defined in the FMLA.) 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.

Should the employee not complete and return the Leave of Absence paperwork and/or submit the appropriate medical certifications in alignment with this policy and the guidelines set forth in the Leave of Absence packet his/her leave request may be viewed as an unauthorized absence that could result in termination of employment.

### **Return to Work**

1. Upon timely return at the expiration of the FMLA leave period, an employee (other than a “key” employee, as defined in the FMLA, 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/she is able to resume work.
3. If an employee can return to work with limitations, Green Dot will evaluate those limitations and, if reasonable, will accommodate the employee as required by law.

### **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***

Pregnancy disability leave (“PDL”) shall be provided in accordance with federal and state laws and the applicable collective bargaining agreement. For those employees not subject to a collective bargaining agreement, this policy explains how Green Dot complies with the California Pregnancy Disability Leave Act, which requires Green Dot to give each female employee an unpaid LOA of up to a maximum of four 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 any leave the employee is eligible for under the Family and Medical Leave Act (FMLA). When the PDL ends, the employee may be eligible to take up to 12 additional weeks of unpaid leave for bonding with her new child, under the California Family Rights Act (CFRA).

## **Employee Eligibility Criteria**

To be eligible for PDL, 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 PDL 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 PDL**

PDL 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.

## **Seniority**

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

## **Medical Certifications**

An employee requesting PDL must provide medical certification from her healthcare provider on a form supplied by Green Dot. Failure to provide the required certification within 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 PDL**

An employee must request PDL 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 PDL policy.

1. Employee should provide not less than 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 PDL 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 disrupt unduly Green Dot's operations.
3. PDL 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/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 PDL request within two days of acquiring knowledge that the leave qualifies as pregnancy disability and, in any event, within ten days of receiving the request. If a PDL request is granted, Green Dot will notify the employee in writing and leave will be counted against the employee's PDL 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 PDL 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 PDL 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.

### **Employment During Pregnancy Leave**

An employee on PDL 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 with Green Dot.

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

For employees not subject to a collective bargaining agreement, the following policy demonstrates Green Dot's compliance with California Family Rights Act ("CFRA") (Gov. Code, § 12945.2) 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 rolling 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 CFRA 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 work weeks total for any purpose in any 12-month period, as described below, for any one, or combination of the above-described situations. “Twelve work weeks” means the equivalent of twelve of the employee’s normally scheduled work weeks. For a full-time employee who works five eight-hour days per week, “twelve work weeks” 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 for a minimum of two weeks. 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 - 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/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 his/her 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 disrupt unduly 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 disrupt unduly Green Dot’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 other 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.

### **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.

### **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, the employee shall be permitted to continue his/her benefits at his/her expense through COBRA. Employees are entitled to use accrued paid time off as wage replacement during time served, provided such time accrued prior to the leave.

Except for employees serving in the National Guard, 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. For those employees serving in the National Guard, if he or she left a full-time position, the employee must apply for reemployment within forty (40) days of being released from active duty, and if he or she left part-time employment, the employee must apply for reemployment within five (5) days of being released from active duty.

An employee who was absent from work while fulfilling his or her covered service obligation under the USERRA or California law shall be credited, upon his or her return to Green Dot, with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

### ***California Military Spousal Leave***

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.

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

### ***California Donor Leave***

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five (5) workdays off in a 12-month period. Eligible employees who require time off to donate an organ to another person may receive up to thirty (30) workdays off in a twelve (12) month period.

To be eligible for bone marrow or organ donation leave ("Donor Leave"), the employee must have been employed by Green Dot for at least ninety (90) days immediately preceding the Donor Leave.

An employee requesting Donor Leave must provide written verification to Green Dot that he or she is a donor and that there is a medical necessity for the donation of the organ or bone marrow.

An employee must first use his or her earned but unused sick leave for bone marrow donation and two (2) week's worth of earned but unused sick leave for organ donation. If the employee has an insufficient number of sick days available, the leave will be considered unpaid.

Employees returning from Donor Leave will be reinstated to the position held before the leave began, or to a position with equivalent status, benefits, pay and other terms and conditions of employment. Green Dot may refuse to reinstate an employee if the reason is unrelated to taking a Donor Leave. A Donor Leave is not permitted to be taken concurrently with an FMLA/CFRA Leave.

## VII.E. Domestic Violence Leave

### ***California Victims of Abuse Leave***

Green Dot provides reasonable and necessary unpaid leave and other reasonable accommodations to employees who are victims of domestic violence, sexual assault, or stalking. Such leave may be taken to attend legal proceedings or to obtain or attempt to obtain any relief necessary, including a restraining order, to ensure the employee's own health, safety or welfare, or that of the employee's child or children. Employees may also request unpaid leave for the following purposes:

- Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- Obtain services from a domestic violence shelter, program, or rape crisis center.
- Obtain psychological counseling for the domestic violence, sexual assault, or stalking.
- Participate in safety planning, such as relocation, to protect against future domestic violence, sexual assault, or stalking.

To request leave under this policy, an employee should provide Green Dot with as much advance notice as practicable under the circumstances. If advance notice is not possible, the employee requesting leave under this policy should provide Green Dot one (1) of the following certifications upon returning back to work:

1. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.
2. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.
3. Documentation from a licensed medical professional, domestic violence or sexual assault counselor, licensed health care provider, or counselor showing that the employee's absence was due to treatment for injuries or abuse from domestic violence, sexual assault, or stalking.

Employees requesting leave under this policy may choose to use accrued paid leave. In addition, Green Dot will provide reasonable accommodations to employees who are victims of domestic violence, sexual assault or stalking for the employees' safety while at work. To request an accommodation under this policy, an employee should contact the Human Resources Department.

A reasonable accommodation may include the implementation of safety measures, such as a transfer, reassignment, modified schedule, changed work telephone, changed work station or installed lock; assistance in documenting domestic violence, sexual assault or stalking that occurs in the workplace; an implemented safety procedure; or another adjustment to the employee's job duties and position.

To request an accommodation under this policy, an employee should contact Human Resources. Green Dot will engage the employee in a timely, good faith and interactive process to determine effective reasonable accommodations.

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

## VII.F. Victims of Crime Leave

### ***Victims of Crime Leave***

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.G. 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 ten (10) days of unpaid leave for civil air patrol duty each calendar year and up to fourteen (14) days of leave per calendar year for the purpose of engaging in fire or law enforcement training. However, civil air patrol leave for a single emergency mission cannot exceed three (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. An 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.

#### **VII.H. Personal Leave**

Any request for a personal leave of absence without pay must be submitted, in writing, by the employee to his/her immediate supervisor or Green Dot's 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 the applicable law, circumstances, length of time requested, employee's job performance and attendance record, reasons for the leave, 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 leave for a leave under this policy. If no such leave is available, leave under this policy will be unpaid. During the time that an employee is on a personal leave of absence, the employee is not eligible to accrue PTO. Personal leaves of absence may not exceed one month, unless otherwise granted by applicable law. While on a personal 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 through COBRA. Unemployment insurance benefits cannot be collected while on a personal leave of absence.

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

Full-time regular employees may be eligible for up to two (2) 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 the 1<sup>st</sup> day, subject to a state mandated waiting period, and continues through the 90<sup>th</sup> 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 91<sup>st</sup> 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 immediate supervisor and Green Dot's 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 Green Dot's 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 (90) 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 applicable law, including FMLA. If approved, disability benefits run concurrently with any protected leave of absence under applicable law, including FMLA, 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 and stakeholders, and 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 ("Access Items") 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 his/her immediate supervisor within twenty-four (24) hours and may be responsible for the cost of the replacement. When an employee leaves Green Dot, Access Items must be returned to his/her immediate supervisor within twenty-four (24) hours or as soon as practicable thereafter.
- Employees who are issued security codes to access facilities on off-hours must not share his/her 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 is 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 immediate 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 should alert their immediate supervisor, school administration, or building maintenance immediately upon discovering any open or broken building entrances/exits, including, but not limited to, fences, doors, and windows.
- 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), without appropriate approval by their immediate supervisor and Green Dot's Director of Facilities or equivalent position.
- Employees shall not bring any personal furniture items, such as refrigerators, space heaters, couches, and other furniture or appliances, without prior approval by their immediate supervisor.

## **Bloodborne Pathogens**

All Green Dot employees are required to complete annual bloodborne pathogens training.

Bloodborne pathogens are microorganisms (e.g., viruses) transmitted through blood, or other potentially infectious material (such as certain bodily fluids like vomit or feces, 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 (use paper towels when possible) on the spilled blood or body fluids, or use the Emergency First Responder Pack kit located in the 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) 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 properly.
  - 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 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; and
- 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 immediate supervisor and Green Dot's 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 FMLA and any other applicable federal or state mandated leaves. While they engage in the Workers' Compensation process, in accordance with law and the guidelines outlined on Connect, employees are able to 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.

## **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 for its employees to leverage technology efficiently and to provide the best service possible to Green Dot's stakeholders.

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
- Electronic Communication
- Social Media

- Mobile Phones
- Asset Management

For specific questions, contact Green Dot's NerdFone at 323-565-1650 or [nerdfone@greendot.org](mailto:nerdfone@greendot.org). A representative will work with Green Dot's Information Technology ("IT") Department to provide an answer.

### **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 of 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:

- Document the URL (e.g., www.website.com), the type of content on the website, and why he/she needs access to that particular website.
- Present this request to his/her school site administrator (Principal or Assistant Principal) or immediate supervisor.
- Administrators/Supervisors will review the request and provide feedback. When complete, he/she may submit to NerdFone.
- NerdFone 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.
- When complete, NerdFone will notify all participating parties of the decision. Appropriate changes will be instituted if changes are deemed 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 to Green Dot employees and, when applicable, third party vendors providing services to Green Dot.

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 via multiple systems and methods including, but not limited to:

- Office 365 & Exchange (e-mail)
- Google Apps for Education & Google Drive
- PowerSchool
- Tableau
- Scholastic
- EADMS
- Illuminate
- 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 Green Dot's IT Department immediately.

## Electronic Communication

Green Dot may provide its employees with access to electronic communication accounts (e.g., e-mail, text messages). Green Dot will use technology protection measures to block or filter, to the extent practicable, access of visual depictions that are obscene, pornographic, harmful to minors, or otherwise inappropriate over Green Dot's network. Green Dot may monitor users' online activities and to access, review, copy, store, or delete any electronic communication or files, and disclose them to others as it deems necessary (consistent with FERPA, the Health Insurance Portability and Accountability Act of 1996, or other applicable law). Users have no reasonable expectation of privacy, during or outside of work hours, regarding their use of Green Dot technology, including, but not limited to, any electronic communication. System security features, including passwords and delete functions, do not neutralize Green Dot's ability to access data at any time. Employees must be aware that the possibility of such access always exists.

All Green Dot employees must use Green Dot electronic communication for ethical, professional communication purposes, adhering to the following:

- Access to, and use of, Green Dot electronic communication accounts is limited to conducting Green Dot business and educational activities.
- Personal electronic communication accounts should not be used for communicating with students and/or parents/guardians.

- The use of the Green Dot electronic communication accounts, is permitted outside of work hours by exempt employees so long as such use is consistent with all Green Dot policies.
- Communication by electronic means must reflect professional standards at all times.
- When any e-mail correspondence with students, parents, and/or guardians has potential to escalate, the e-mail communication should immediately be discontinued. The staff member should contact the school administrator for next steps. (For additional information regarding e-mail communication with students, please refer to Section IV.C., “Professional Boundaries: Staff/Student Interaction Policy”, of this Employee Handbook)
- Green Dot’s e-mail accounts may not be used for political or personal gain.
- Green Dot’s e-mail accounts may not be used for attempting or successfully sending anonymous messages.
- Green Dot staff members may not delete, copy, modify, or forge other users' names, emails, files, or data.
- Employees should not use personal devices or email accounts for Green Dot-related communications. Such communications should only take place using Green Dot-issued devices and via the employee’s Green Dot email account.

When any employee becomes aware of another employee having violated Green Dot’s Code of Conduct by means of electronic communication, the following steps apply:

- If the observed behavior appears minor, he or she may speak to this employee or report the matter to an appropriate supervisor in a timely manner; or
- If the observed behavior appears significant, he or she must report the matter to an appropriate supervisor as soon as practicable.

A supervisor receiving the report shall keep the matter as confidential as possible under the circumstances. It is the duty of the supervisor receiving the report to ensure that the matter is investigated and resolved to the extent possible under the circumstances.

#### AMU/ACEA Union Business Policy

AMU and ACEA members may engage in union business using Green Dot technology and on the Green Dot network outside of the professional work day consistent with each respective applicable collective bargaining agreement. Content of emails should follow professional guidelines as outlined in this Employee Handbook and any applicable collective bargaining agreement.

### **Social Media**

#### Individual Use

Social media, including applications such as Facebook, Twitter, Instagram, and Snapchat, are not accessible while on the Green Dot network. Employees may request access from Green Dot’s IT Department 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 uploaded 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, parents, Green Dot administration, and other Green Dot stakeholders.

## Educational Use

Green Dot recognizes that social media may have educational value to further Green Dot’s mission and values, support student learning and staff professional development, and enhance communication with students, parents/guardians, staff, and community members.

## Definitions

"Social media" means an online platform for collaboration, interaction, and active participation (e.g., sites for social networking, media sharing, blogs, microblogs, wikis, and virtual worlds).

“Social networks” are online spaces that allow users to create customized profiles and form connections with other users based on shared characteristics and interests (e.g., Instagram, Facebook, Twitter, LinkedIn).

“Media sharing” are online spaces that allow users to post and share videos, audio files, and/or photos, which may be searchable (e.g., Instagram, YouTube, Flickr, Picasa, Shutterfly).

“Blogs” are online logs or journals in which authors and users can post textual, audio, or video content (e.g., BlogSpot).

“Microblogs” are online spaces that allow users to post short blog entries (e.g., Twitter, Facebook, Foursquare).

“Wikis” are online resources or documents edited collaboratively by a community of users with varying levels of editorial control by the website publisher (e.g., Wikipedia).

“Virtual worlds” are online or software-based platforms that allow users to create avatars (i.e., a graphical image that represents a person) to meet, socialize, and transact with other users.

## Social Media Approval Process

Any Green Dot teacher, staff member, coach, or volunteer who seeks to utilize social media for Green Dot-related purposes must submit a written request to Green Dot’s Vice President of Technology or designee for approval. The request must identify:

1. The online tools the requestor desires to use;
2. The social media platform’s purpose;
3. How the platform will comply with this policy; and
4. The name of a proposed individual who will be responsible for monitoring the social media platform’s content.

Approval of the proposed social media platform shall only be granted upon written confirmation from the Vice President of Technology or designee, who must designate the individual responsible for monitoring the social media platform’s content.

A social media platform that is created by a parent-teacher organization, a booster club, or other Green Dot-connected organization, or a student's or an employee's personal site, is not considered to be a Green Dot-approved social media platform.

## Guidelines

A Green Dot-approved social media platform shall be used only for its stated purpose(s) and in a manner consistent with this policy. A Green Dot-approved social media platform does not create a limited public forum or otherwise guarantee an individual's right to free speech.

All Green Dot-approved social media platforms shall be regularly monitored. Individuals responsible for monitoring content may remove posts based on viewpoint-neutral considerations in an even-handed, consistent manner. Example of posts that may be removed include, but not limited to, posts that violate Green Dot's policy or content guidelines, posts that violate laws against discrimination or harassment, or posts that are unrelated to the purpose of the particular social media platform. To this end, users must be informed of the social media platform's purpose and the limited nature of any potential discussion.

Each Green Dot-approved social media platform shall prominently display:

- The purpose of the site along with a statement that users are expected to use the site only for those intended purposes.
- A statement that the site is regularly monitored and that any inappropriate post will be promptly removed. Inappropriate posts include those that:
  - Are obscene, libelous, or so incite students as to create a clear and present danger of the commission of unlawful acts on Green Dot premises, violation of Green Dot policy, or substantial disruption of Green Dot's operations.
  - Are not related to the stated purpose of the site, including, but not limited to, comments of a commercial nature, political activity, and comments that constitute discrimination or harassment.
- Protocols for users, including, but not limited to, users will have no expectation of privacy and must communicate in a respectful, courteous, and professional manner.
- A statement that users are personally responsible for the content of their posts and that Green Dot or its schools are not responsible for the content of external online platforms.
- A disclaimer that the views and comments expressed on the site are those of the users and do not necessarily reflect the views of Green Dot or its schools.
- A disclaimer that any user's reference to a specific commercial product or service does not imply endorsement or recommendation of that product or service by Green Dot or its schools.
- The individual(s) to contact regarding violation of Green Dot policies or guidelines regarding the use of Green Dot-approved social media platforms.

Green Dot staff and students who post inappropriate or prohibited content on Green Dot-approved social media platforms may be subject to cancellation of user privileges, and discipline in accordance with Green Dot policy and/or any applicable collective bargaining agreement.

Green Dot employees who participate in Green Dot-approved social media platforms shall adhere to all applicable Green Dot policies, including, but not limited to, professional standards related to interactions with students.

When appropriate, employees using Green Dot-approved social media platforms shall identify themselves by name and Green Dot title/position, and include a disclaimer stating that the views and opinions expressed in their post are theirs alone and do not necessarily represent those of Green Dot or its schools.

*Note:* Nothing in this policy is meant to, nor should it be interpreted to, in any way limit employee rights under any applicable law to engage in protected concerted activities with other employees to improve terms and conditions of employment, such as wages and benefits.

### Content as a Public Record

Information posted on Green Dot-approved social media platforms may be considered a public record pursuant to the California Public Records Act, Government Code section 6250 et seq.

### Use of Copyrighted Materials

Users of Green Dot-approved social media platforms must comply with all applicable laws. In compliance with federal copyright laws, Green Dot and its staff and students may make fair use of materials for instructional purposes so long as they are not likely to deprive a publisher or an author of income. Users should give credit when due and not plagiarize materials. Hyperlinking to outside sources is recommended. When hyperlinking to other online resources, the user shall ensure that the linked content is consistent with this policy.

Photographs taken by professional photographers cannot be scanned and used online without the photographer's express written permission.

### Privacy

Social media sites and/or any other online platforms shall not be used to transmit confidential information about students, staff, or Green Dot operations.

Green Dot policy pertaining to the posting of photographs of students and the privacy of telephone numbers, home addresses, and e-mail addresses shall also apply to Green Dot-approved social media platforms.

### **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.
- Employees are responsible for reimbursing Green Dot for any charges related to any non-business calls above and beyond the employee's service plan.
- 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 his/her term of employment. Green Dot employees are expected to treat and safeguard the phone like any other personal belonging.
- By accepting a mobile phone, an employee's phone records may be viewed by Green Dot staff, including, but not limited to Green Dot's IT Department, 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 traveling internationally on approved trips on behalf of Green Dot must request international service at least one (1) week in advance of travel from NerdFone.
  - International trips not in direct service to Green Dot will not be reimbursed/financed by Green Dot. It is the responsibility of the traveling employee to organize appropriate coverage while they are out of the office.
- Employees are responsible for reimbursing Green Dot for damage and/or abuse of their mobile phone for an amount up to the full retail cost of the mobile 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 mobile 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 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 negligence are responsible for reimbursing Green Dot for the loss or damage of any Green Dot asset put under their supervision for an amount up to the full retail cost of the asset. Types of 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 immediate supervisor, school site administrator, and/or Green Dot's 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 immediate supervisor or school site administrator.
- Immediately contact Green Dot's 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 Green Dot's 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 this 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 Green Dot's assets.
- Allowing someone else to intentionally damage Green Dot's assets.
- Repeated damage to Green Dot'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.

### VIII.D. Workplace Relationships

Consensual relationships in the workplace are discouraged. Consensual relationships between supervisors and employees and between faculty or staff and parents or students are potentially exploitative and must be avoided. They raise serious concerns about the validity of the consent, conflicts of interest, and unfair treatment of others. Moreover, consensual relationships in the workplace can lead to problems with morale, decreased productivity and increased liability. Green Dot has a strong policy against sexual harassment and is concerned that consensual relationships might potentially violate the policy. Green Dot aims to prevent sexual harassment from occurring in the workplace. To help prevent sexual harassment, employees who enter into consensual relationships should notify administration regarding the relationship, as well as review the sexual harassment policy. Moreover, employees are expected to abide by the sexual harassment policy, behave professionally at work, and not let the relationship affect their work or the workplace.

Employees involved in consensual relationships in Green Dot's workplace are prohibited from evaluating the work performance of others with whom they have a relationship, or from making hiring, salary, or similar decisions which may impact such persons.

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

The following guidelines have been developed to provide Green Dot employees with some examples of how consensual relationships in the workplace will be treated:

- Employees who allow personal relationships with co-workers to affect the working environment may be subject to disciplinary action, which may include counseling for minor problems. Failure to change behaviors and maintain expected work responsibilities is viewed as a serious disciplinary matter.
- During non-working time, such as lunches, breaks and before and after work periods, employees are not prohibited from having appropriate personal conversations in non-work areas as long as their conversations and behaviors could in no way be perceived as offensive or uncomfortable to a person.
- Supervisors, managers, executives or anyone else in sensitive or influential positions must disclose the existence of any relationship with another co-worker that has progressed beyond a platonic friendship. Disclosure may be made to the immediate supervisor or the HR Manager. This disclosure will enable the organization to determine whether any conflict of interest exists because of the relative positions of the individuals involved.

- Where problems or potential risks are identified the organization will work with the parties involved to consider options for resolving the conflict. The initial solution will be to make sure that the parties involved no longer work together on matters where one is able to influence the other or take action for the other. Matters such as hiring, firing, promotions, performance management, compensation decisions, financial transactions, etc. are examples of situations that may require reallocation of duties to avoid any actual or perceived reward or disadvantage.
- In some cases more extreme measures may be necessary such as transfer to other school sites, positions or departments. Refusal of reasonable alternative positions, if available, will be deemed a voluntary resignation.
- Continued failure to work with the organization to resolve such a situation in a mutually agreeable manner may be ultimately deemed insubordination; and therefore serve as a basis for immediate release.
- The provisions of this policy apply regardless of the sexual orientations of the parties involved.
- Where doubts exist as to the specific meaning of the terms used above, employees should make judgments on the basis of the overall spirit and intent of this policy.
- Any employee who feels they have been disadvantaged as a result of this policy, or who believes this policy is not being adhered to, should make their feelings known to the HR Manager.

#### VIII.E. Personnel References and Recommendations

Green Dot employees may receive requests to provide letters of recommendation and/or verifications of employment (“VOE”) from outside organizations, or current/former colleagues. This letters of recommendation and VOE policy is intended to protect Green Dot and the individual author from liability.

**Letters of Recommendation:** A letter of recommendation may be placed on Green Dot letterhead or made on Green Dot’s behalf only if written by a Green Dot Assistant Principal, Principal, Chief Officer/Executive Director (or designee), or an immediate supervisor of the requesting individual. Any such letter of recommendation may only be written by a Green Dot employee familiar with the requesting individual’s work performance and, if applicable, separation from employment with Green Dot. The letter of recommendation should be written honestly and statements regarding the individual’s work performance should be supported by demonstrable evidence. Statements regarding an individual’s character or other personal traits should not be exaggerated or misleading.

If a positive recommendation cannot be written, the requesting individual should be so informed in a timely manner. Letters of recommendation that do not meet the guidelines in this policy may not be placed on Green Dot letterhead, or associated, or given the appearance of being associated, with Green Dot in any manner.

**Verifications of Employment:** Green Dot’s Human Resources Department handles all requests for VOE. If an employee receives a request to provide a VOE, the employee should contact Green Dot’s Human Resources Department without unnecessary delay. Green Dot’s Human Resources Department can verify current employment and provide an employee’s position and start date over the phone. Requests for verification of salary should be directed to Green Dot’s Payroll Department at payroll1@greendot.org.

#### VIII.F. 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 applicable law. An employee’s personnel file is always confidential, unless otherwise required by law, and must be kept current.

An employee may review and make copies of his/her personnel file at any time during business hours so long as he/she schedules an appointment, in advance, with Green Dot's Human Resources Department.

Each employee must update his/her information via Workday when 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 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 confidential. There are certain times, however, when information may be given to persons outside of Green Dot, including, but not limited to:

- In response to a subpoena, court order, or an order of an administrative agency;
- In a lawsuit, grievance, or arbitration; or
- When required by law.

#### **VIII.G. Employment Changes**

Green Dot is a unique and special place to work, and one in which many employees may choose to establish 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):** Any employee interested in transferring to another location within his/her Green Dot Region should contact his/her immediate supervisor to learn of available opportunities prior to contacting the 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 collective bargaining agreement.

**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.

#### **Relocation**

To encourage existing employees to accept key founding roles in regions in which schools are operated using the "Green Dot" brand (Los Angeles, Memphis, and Tacoma/Seattle), and provide an incentive to applicants, Green Dot will provide a relocation incentive for job transfers to another region according to the terms in this Relocation Policy.

For purposes of this Relocation Policy, a "job transfer" is a move requested by Green Dot that requires a long-term (i.e., at least two (2) years) change of residence, which may involve the shipment of household goods or transportation of dependents.

Green Dot expects that any employee who receives a relocation incentive pursuant to this Relocation Policy must be employed with Green Dot for a minimum of two (2) years after the relocation, unless employment is terminated by Green Dot.

Relocation Summary Table

Existing Employees	Relocation Incentive
Los Angeles to Memphis	\$10,000
Los Angeles to Tacoma/Seattle	\$6,500

A signed Relocation Agreement must be executed by the employee and approved by Green Dot prior to any incentives being paid.

Scope and Eligibility of the Relocation Policy

Subject to revision, Green Dot intends for this Relocation Policy to exist through June 2018. After this time, relocation packages will be offered solely at Green Dot’s discretion.

This Relocation Policy applies to current Green Dot employees who have: (1) accepted an offer for a position in another region (i.e., no longer a member of any GDPS-related union); and (2) been deemed “effective” or higher per the evaluation system in place at the time of the acceptance of the employment offer.

Nothing in this Relocation Policy shall be construed as a contract for employment for any period of time or as altering any at-will nature of the employee’s employment relationship with Green Dot.

This Policy is administered by Green Dot’s Human Resources Department in collaboration with Green Dot’s Finance and Accounting Department. Green Dot is not responsible for any action taken that is beyond the scope of this Policy.

Framework of the Relocation Policy

Each relocating employee must review, agree to, and sign a Relocation Agreement that sets forth the specific obligations of both Green Dot and the employee.

Employees are expected to exert every effort to relocate to a residence at the new location as quickly as possible.

If relocation costs are more than the amount provided as per the policy, the employee will be responsible for those expenses.

If employment ends or the employee does not fulfill any requirements contained in their employment contract or offer letter, the employee shall immediately return and be liable to Green Dot for the relocation incentive paid by Green Dot under this Relocation Policy.

Any relocation incentive will be paid to the employee and included in his/her first regular paycheck from the employee’s new region and will be subject to applicable taxes.

**Separation from Employment**

Separation from employment with Green Dot can occur for several different reasons.

**Resignations:** Although Green Dot hopes all employment with the organization will be a mutually rewarding experience, Green Dot understands that varying circumstances cause employees to voluntarily resign from employment. Resigning employees are encouraged to provide two weeks' notice, preferably in writing, to facilitate a smooth transition out of the organization. Green Dot reserves the right to provide an employee with two (2) weeks' pay in lieu of notice in situations where job or business needs warrant such action. If an employee provides less notice than requested, Green Dot may deem the individual to be ineligible for rehire depending on the circumstances regarding the notice given.. The final paycheck(s) will be delivered on the last day worked or within the state-regulated timeframe. In the event Green Dot is not provided with appropriate notice of resignation, Green Dot will deliver the final paycheck within seventy-two (72) hours of receiving such notice.

Employees who resign will not be allowed to use PTO or Sick Leave hours to extend their employment, nor will employees be allowed to use their PTO once they have given notice (if sick time is used it must be in compliance with the policy listed in this Handbook).

**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, or 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 severance to the affected employees. This does not apply to terminations for cause, refusal to be reassigned, or refusal to be relocated.

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 ESSA compliant credential (Intern, Preliminary, or Clear).

All members of a bargaining unit are governed by the provisions of his/her applicable collective bargaining agreement. For further details on these termination policies, please consult the applicable collective bargaining agreement.

**Job abandonment:** Employees who fail to report to work or contact their supervisor for three (3) consecutive workdays may be considered to have abandoned the job without notice, effective at the end of their normal shift on the third day. The supervisor will notify the Human Resource Department at the expiration of the third workday and initiate the paperwork to terminate the employee. Employees who are separated due to job abandonment are ineligible for rehire.

**Retirement:** Employees who wish to retire are required to notify their supervisor and the Human Resources Department in writing at least one (1) month before the planned retirement date.

### **Leaving Green Dot**

Separating employees must return all Green Dot property at the time of separation, including cell phones, keys, PCs, security badges, and identification cards.

The separating employee's manager should contact the Human Resources department to provide the completed Personnel Action Form (located on Connect). From there, HR will schedule and exit interview with the employee on his/her last day of work or another day, as mutually agreed on.

Accrued PTO time (if applicable) will be paid in the final paycheck and 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 COBRA. Information about COBRA continued health coverage is provided during the exit process and can be pro-actively requested by contacting Human Resources.

# **EMPLOYEE ACKNOWLEDGMENT OF RECEIPT AND UNDERSTANDING**

I have received my copy of Green Dot Public Schools California 2017-2018 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 Green Dot's Employee Handbook. If I have any questions about any section of Green Dot's 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 THE ORGANIZATION'S POLICIES AND PROCEDURES.**

<b>Name:</b>	_____
<b>Signature</b>	_____
<b>Date:</b>	_____