



**Green Tech High Charter School Employee
Handbook
2025-2026 School Year**

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1. INTRODUCTION

1.1. WELCOME

Welcome to the Green Tech High Charter School community! We are excited that you are a part of our team. We know that it takes exceptional talent to prepare our students for life beyond the classroom and we believe that your knowledge, skills, and talents make you uniquely able to do just that.

You are joining a team comprised of high caliber professionals from diverse backgrounds who have come together to help students thrive. We are bound together by the common belief that a rich and fulfilling education can provide limitless opportunities for children, their families, and the community. What's even more exciting is that being a part of our team is not only about what you can give, but also about what you can get. It is our desire to help guide you on the path to becoming who it is you want to be, both professionally and personally.

Reaching our goals for our students will require a dedicated and focused staff. You will need to be creative in your approach to all parts of your employment. Your work may be demanding, however, the reward of seeing our students succeed will make all of your efforts worthwhile.

As a guide to your employment with Green Tech High Charter School, this handbook should provide answers to most of the questions you may have about our benefit programs, policies, and procedures. If anything is unclear, please feel free to ask questions. On behalf of the Board of Trustees, I extend to you my personal best wishes for your success and happiness at Green Tech High Charter School.

Sincerely,

Dr. Andrea Lowe
High School Principal

Dr. Kimberly Davis
Middle School Principal



1.2. MISSION

The mission of the Green Tech High Charter School (GTH) is to prepare young men to complete high school with a Regents diploma so they will have the opportunity to attend college or choose an alternative, responsible career path as they enter adulthood.

1.3. CONFIDENTIALITY

Upon hire, a Confidentiality Agreement must be reviewed and signed by each new employee. Your employment assumes an obligation to maintain confidentiality during and after you leave our employment.

Confidential information includes, but is not limited to financial records, students' education records, business marketing information, strategic plans, personnel records, payroll records or any information regarding operations, procedures, or practices.

Employees shall not publish, disclose, or use any confidential information about the employer, its activities, or the activities of its stakeholders unless it is normally required by their duties, it has been expressly permitted by the principal or it is within the requirements of applicable Freedom of Information Laws.

No employee shall authorize anyone to publish, disclose or use any confidential information about GTH, its activities or the activities of its stakeholders unless it is normally required by their duties, it has been expressly permitted by the principal or it is within the requirements of applicable Freedom of Information Laws.

Confidential information may not be removed from the premises without permission. Employees may not store confidential materials on personal electronic devices.

If someone outside of the school questions you and you are concerned about the appropriateness of giving them certain information, you should not answer. Please refer your request to the principal or the Business Office.

All confidential materials shall be returned to the principal or the Business Office upon resignation or termination of employment.

Nothing in this policy is intended to, nor will it be interpreted to, limit or interfere with an Employee's rights under Section 7 of the National Labor Relations Act or other applicable labor laws or regulations.

1.4. EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of GTH to seek and employ the best-qualified personnel without regard to race, color, religion, creed, national origin, citizenship, age, sex, marital status, sexual orientation, veteran status, disability, predisposing genetic characteristics, domestic violence victim status or any other protected classification protected by applicable law. It is further our policy to ensure equal opportunity for the advancement of staff members and equal treatment in the areas of recruitment, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, and training.

We have a strong commitment to equal employment opportunity and expect the assistance and support of all employees in obtaining our objective.



1.5. EMPLOYMENT AT WILL

Your employment with GTH is at will. This means that neither you nor GTH has entered into a contract regarding the duration of your employment. You are free to terminate your employment with GTH at any time with or without reason. Likewise, GTH has the right to terminate your employment, or otherwise discipline, transfer, change your schedule or demote you at any time, with or without reason or cause.

No employee of GTH can enter into any employment contract for a specified period of time or make any agreement contrary to this policy without written approval from the Board of Trustees. If your employment is covered by an approved employment contract, nothing in this Handbook or any oral statement shall modify or amend the terms of that agreement.

1.6. WORK EXPECTATIONS

GTH needs your help in making each working day enjoyable and rewarding. Your first responsibility is to know your own duties and how to do them promptly, effectively, and efficiently. Secondly, you are expected to cooperate with management and your fellow employees and to maintain a good team attitude.

How you interact with fellow employees and those whom we serve, and how you accept direction can affect our success. In turn, your performance can impact the entire service offered by GTH. Consequently, whatever your position, you have an important assignment; perform every task to the absolute best of your ability.

You are encouraged to grasp opportunities for personal development offered to you. This manual offers insight on how you can perform positively and to the best of your ability to meet and exceed our expectations.

GTH reserves the right to assign employees to jobs other than their usual assignment when necessary, provided the employee is capable of performing the essential functions of the alternate assignment.

We strongly believe you should have the right to make your own choices in matters that concern and control your life. We believe in direct access to the administration team.

We are dedicated to making GTH a place where you can approach any member of the team to discuss any problem or question. We expect you to voice your opinions and contribute your suggestions in an appropriate manner to improve the quality of our work environment.

1.7. INDIVIDUALS WITH DISABILITIES

In accordance with the Americans with Disabilities Act (ADA) and the New York State Human Rights Law, GTH will not discriminate against qualified individuals with disabilities where it relates to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions, or privileges of employment.

GTH will also reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation and/or if the accommodation creates an undue hardship to GTH. Contact the Director of Operations with any questions or request for accommodation.



2. EMPLOYMENT PROCEDURES AND CLASSIFICATIONS

2.1. HIRING

Upon employment by GTH, all employees are required to complete any and all necessary forms and benefit applications as required by law or deemed necessary by the Director of Operations or his or her designee.

Employment qualifications as stated by an employee or prospective employee on an employment application or related information may be checked and verified.

Falsification of such information may jeopardize an employee's standing and result in immediate termination or impact the likelihood of being hired.

All new employees will be notified in writing of their hire and depending on position may be notified annually of continued employment.

Depending on their circumstances, former employees may be considered for rehire, but will be subject to all regular hiring procedures. To be in consideration for reemployment, the applicant must have been in good standing at the time of their separation.

If employees are granted the use of employer laptops, cell phones, etc., expected conduct will be reviewed at the time of hire.

2.2. COACHING

GTH will give first priority of coaching to current and qualified Green Tech employees.

If there are no qualified employees, Green Tech will then open and extend the search to the public.

2.3. IMMIGRATION LAW COMPLIANCE

GTH is committed to complying with applicable federal laws and regulations regarding the verification of employment eligibility and any corresponding record keeping requirements to demonstrate that employees are lawfully authorized to work in the United States. We do not discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, as amended, each new employee, as a condition of employment, must complete the appropriate documents within three (3) business days of their date of hire. This includes completion of an Employment Eligibility Verification Form I-9 and requires current documentation establishing an employee's identity and employment eligibility.

2.4. CERTIFICATION/ LICENSURE

If you are working in a capacity that requires teacher certification or other licensure, it is your responsibility to maintain such credentials and notify the principal and the Director of Operations of any restrictions or limitations imposed upon it. Failure to maintain required credentials or licensure can jeopardize continued employment.



While we expect all our teachers to hold valid New York State Credentials, we have the option of employing a small number of uncertified teachers. In extraordinary circumstances, in order to best meet the needs of our students, we may employ teachers working towards their certification. This decision is solely based on the discretion of the principal. When such exceptions are made, GTH expects the employee to document steps being taken towards certification.

2.5. BACKGROUND CHECKS

GTH recognizes the importance of maintaining a safe workplace with employees who are honest, trustworthy, qualified, reliable, and non-violent. For purposes of furthering these interests, we reserve the right to investigate an individual's prior employment history, personal references, and educational background as well as any other information that is reasonably available. When applicable to your position, we may review an employee's credit report. GTH will comply with the Federal Fair Credit Reporting Act and all relevant state laws.

Additionally, in compliance with applicable laws, your employment is contingent upon a successful criminal history check that is conducted as part of an offer of employment.

An individual may not commence employment until he or she has successfully completed a criminal background check except under special circumstances as approved by the principal and in compliance with pertinent state and federal laws.

GTH reserves the right to conduct background checks on active employees, in cases where employees may be promoted, moved to a new position, given additional responsibilities or whenever it is deemed appropriate.

2.6. COMPENSATION

It is GTH's desire to pay all employees' wages and salaries that are competitive with other employers in the marketplace in a way that will be motivational, fair, and equitable. Compensation may vary by title because of individual performance or years of experience and will be in compliance with all statutory requirements.

GTH applies the same principles of fairness to all employees, regardless of organizational level, protected status or any other factor protected by law

If we choose to pay a bonus, it should be considered a one-time pay out to those employees who are actively employed at the time of the payment and should not be construed as a guarantee for future compensation.

Bonuses or increases in pay will be subject to fund availability.

2.7. CLASSIFICATION OF EMPLOYMENT

Employees will be classified as an exempt salaried employee or a non-exempt hourly employee based on the criterion detailed in the Fair Labor Standards Act (FLSA). All employees are designated as either nonexempt or exempt under state and federal wage and hour laws:



Non-exempt: Employees whose work is covered by the FLSA are not exempt from the law's requirements concerning minimum wage and overtime.

Exempt: Employees who are managers, professional, administrative, or technical employees are exempt from the minimum wage and overtime provisions of the FLSA. Exempt employees hold jobs that meet the standards and criteria established under the FLSA by the applicable federal or state law and can be examined at the United States Department of Labor website (www.dol.gov).

2.8. CATEGORIES OF EMPLOYMENT

Upon hire each employee will receive notification of his or her employment category. This categorization will determine employee insurance benefit eligibility and allotted time away from work. Employee category will be determined at hire and then continually on an annual basis.

Category 1: Factors that affect insurance benefit eligibility.

Regular Full Time Employees: These employees are hired to work on a regular basis for an indefinite period of time. They are scheduled to work a minimum of 30 hours per week and are eligible for employer-sponsored benefits. Full time employees may be hired on an 11 month or 12-month basis.

Regular Part Time Employees: These employees are hired to work on a regular basis for an indefinite period of time. They are scheduled to work 29 hours or less per week and are not eligible for employer-sponsored benefits.

Temporary Employees: Temporary employees are those individuals who accept employment for a specified length of time not to exceed six (6) months. Temporary employees are not eligible for employer-sponsored benefits.

On Call Employees: On call employees are those individuals who do not have a regular schedule but may be called in on an as needed basis. These employees generally work for a specific period, function, and special project or to replace a regular employee that may be absent. On-call employees are not eligible for employer-sponsored benefits.

Category 2: Factors that affect time away from work.

11 Month Employees: These employees work up to 220 days annually and their presence is not required when the school building is closed. These employees may have access to sick and personal day accruals and will follow the academic calendar for time off.

12 Month Employees: These employees are working year-round and are granted accruals in lieu of following an academic calendar.



2.9. OVERTIME PAY

There will be times when employees will need to work overtime. Employees will be given advance notice when feasible, but this will not always be possible.

Exempt employees as defined by law are not eligible to earn overtime pay.

Non-exempt employees as defined by the law are eligible to earn overtime pay. Non-exempt employees will receive overtime pay at a rate of one and a half times their regular rate for all hours worked in excess of 40 hours per workweek.

Non-exempt employees should not work overtime hours unless they have been instructed to do so by their supervisor or they have requested and been granted the ability to work in excess of 40 hours in a work week. With respect to counting hours towards overtime pay, accrual hours taken will not be used when calculating total hours worked in a week. All non-exempt employees are required to track hours worked on a timesheet to accurately determine overtime.

2.10. COMPENSATORY TIME

GTH does not offer compensatory time to any employee in lieu of overtime hours worked. Non-exempt employees will be compensated with overtime pay. Exempt employees will receive their regular salaried rate for all hours worked.

2.11. SALARY PAY/ SAFE HARBOR POLICY

GTH is committed to providing accurate compensation to all employees and complying with all applicable state and federal wage and hour laws. Although exempt employees are generally entitled to their salary for any week in which work is performed, deductions can and will be made when permitted by law. For example, an exempt employee's salary may be reduced for complete days of absence for personal reasons and incomplete initial or final weeks of work. There may also be other occasions when an exempt employee's salary may be reduced.

GTH is also committed to complying with the salary basis requirements of the Fair Labor Standards Act for exempt employees and protecting employees against improper salary deductions. GTH prohibits all managers and supervisors from making any improper deductions from the salaries of exempt employees. To ensure that you are paid properly for all the time worked and that no improper deductions are made, you should review your pay stub to make sure it is correct. If you believe an improper deduction has been made or have any questions, please contact the Director of Finance.

2.12. ADJUSTMENTS TO EMPLOYEE STATUS

GTH may at any time, with proper notice to the employee, adjust the salary, benefits (excluding any benefits to be provided as required by law), leave accruals, titles, privileges, or other personnel policies for any employee, either upwards or downwards, within parameters established by the Board of Trustees. Adjustments to employee status may be based upon, but in no way are restricted to promotions, demotions, changes in job duties, disciplinary actions, and performance adjustments.



2.13. EMPLOYEE CHANGE OF INFORMATION

Employees are required to promptly notify the Director of Operations of any change in name, family status, address, telephone number or other information affecting personnel data held or used by GTH.

Certain changes will require supporting documentation, such as updated social security cards, certificate of marriage, etc.

In certain cases, if the employer is not notified in a timely manner, it may affect the employee's access to benefits in alignment with all applicable laws.

2.14. PERSONNEL INQUIRIES

The task of handling personnel records has been assigned to the Director of Operations.

When a request is made with regards to the content of an employee's personnel record or performance, no one other than the Board of Trustees, the principal, the Director of Operations, or a designee may be authorized to respond either verbally or in writing to inquiries of any type including Freedom of Information Law (FOIL) requests.



3. TIMEKEEPING & PAYROLL

3.1. INTRODUCTORY PERIOD

The introductory period gives an employee the opportunity to become familiar with fellow employees, supervisors, and job tasks, as well as with policies and with the culture at GTH. The introductory period is the first 90 days of employment but may be extended as needed at the discretion of the principal.

During this period, GTH will evaluate your suitability for employment. In turn, you should be evaluating your fit to our culture. Please understand, completion of your introductory period does not guarantee continued employment, as employment is always at-will. You are free to terminate your employment at any time, with or without reason, and we choose to do the same.

At the end of your introductory period your supervisor will discuss your job performance with you and provide feedback similar to a job performance review.

A former employee that is returning within three months is considered an introductory employee for 30 days upon rehire.

3.2. WORK SCHEDULE

The presence or absence of each employee is of critical importance to the successful operation of GTH. Therefore, it is expected that all employees be on time, be ready to start work at the beginning of their scheduled day and to work the full allotted time they are assigned each day.

Unless approved by the principals, all regular full-time employees are required to work a minimum of 8 hours each day, Monday through Friday. Unless approved by the principals, each employee is expected to work from 7:45 a.m. to 3:30 (teachers/all other staff); 6:00 a.m. to 2:00 p.m. (cafeteria); and 7:30 a.m. to 3:30 p.m (admin) each workday.

3.3. MEAL PERIODS

If an employee works longer than six (6) hours, which extends over the noonday meal period, the employee is required to take a minimum of a half hour unpaid lunch period. This unpaid lunch period will be between the hours of 11:00 a.m. and 2:00 p.m. at a time determined by the employee's supervisor.

An employee who starts his or her scheduled day prior to 11:00 a.m. and continues later than 7:00 p.m. is required to take an additional meal period of at least twenty (20) minutes between 5:00 p.m. and 7:00 p.m.

Employees are required to take their fully allotted time for meals. Employees are not permitted to perform any work during their regularly scheduled meal breaks. Should an emergency situation arise, the employee's meal period will be rescheduled.



3.4. TIMEKEEPING

By law, we are obligated to keep accurate records of the time worked by employees. Because we employ different categories of workers, we use different methods to collect that time.

Exempt employees who track time off with accruals must maintain accurate records of time away from work.

Upon hire, the Director of Operations will communicate with you your exact method of time collection.

Non-exempt employees must record the time work begins and ends, as well as the beginning and the ending time of each meal period. Non-exempt employees must also record any departure from work for any non-work-related reason.

Employees are required to obtain prior approval from their supervisor when starting or ending work more than three minutes before or after their scheduled hours of work.

Employees who work overtime or more than three minutes before or after their scheduled shift should only do so with prior authorization.

Time records must be signed, electronically or with a signature. Records should accurately reflect those hours spent on work related activities less time taken for lunch or leave and should be rounded to the nearest fifteen (15) minute increment.

All records should be submitted to the Director of Operations at the close of the pay period to ensure timely processing. Time records that are submitted late will be processed and paid on the next regularly scheduled payday.

You are responsible for accurately recording hours worked. No employee may record hours on another employee's time card. Tampering with another employee's time record is fraud and a violation of this policy. In the event of an error in recording your time, please notify the Director of Finance immediately.

3.5. PAY PERIODS

Unless otherwise approved by the Board of Trustees, pay periods are two weeks in length (14 calendar days). Depending on the timing of start date, employees may be subject to a lag payroll equal to one pay period. The standard payday is every other Friday.

3.6. PAYCHECK PICK UP AND DIRECT DEPOSIT

Employees may choose to receive a live check or choose to have their paycheck directly deposited into their financial institution.

For employees that wish to receive a live check it is expected that you personally pick up or receive that paycheck. Any arrangements to have your paycheck picked up by someone other than yourself will have to be made in advance, with your prior written authorization turned into the Director of Finance.



While we do accommodate for paycheck pick up, direct deposit is the preferred method of payment for employees. Upon hire, employees that select direct deposit will be asked to complete and submit the Direct Deposit Authorization Form to the Director of Finance. The Authorization must be accompanied by a voided check or paperwork directly from your financial institution that shows the bank's routing number and your own account number. Employees will not be allowed to select a financial institution for direct deposit unless the account selected is in the employee's name.

After initial set up, changes to deposits may be made at any time. Changes made after payroll has been submitted to our payroll processing company will not be recorded until the following payroll.

Please note that some financial institutions may choose to deposit funds into an employee's account prior to the actual pay date. This is a function of your financial institution and is not condoned by GTH. Additionally, GTH does not guarantee any deposit made prior to the actual pay date. Each employee is responsible for managing his or her own funds in accordance with the pay date that is selected by GTH.

Each employee, no matter the method of payment selected, will receive a paper or an electronic copy of his or her pay details as required by state law.

3.7. PAYROLL ADVANCES

It is the policy of GTH not to grant wage or salary advances to any employee.

3.8. PAYROLL ERRORS

Every effort is made to avoid errors in your paycheck. An error can be defined as an overage of pay, an underage of pay or a discrepancy with respect to the deductions made from a paycheck.

If an error in pay is made causing an employee to be shorted pay, the correction will be promptly addressed and corrected.

3.9. PAYROLL DEDUCTIONS

The law requires that GTH make deductions from every employee's compensation. These deductions may take the form of mandatory deductions for taxes, authorized deductions for the benefit of the employee or deductions for wage overpayment.

Deductions for taxes are those that are taken for applicable, federal, state, and local income taxes. We also must deduct Social Security taxes, state required statutory disability and unemployment from each employee's earnings.

Employees are required to fill out New York State and Federal IRS documents to determine the accurate level of tax withholding from pay. These documents will be filled out at hire, or when an employee requests a change in withholding because of a change in taxable status.

Employees may also authorize the school to make payroll deductions that are for the benefit of the employee and are made for a purpose expressly permitted by the New York Labor Law, including deductions for employee contributions to group health and dental insurances and retirement plans.



Deductions may also be made for the deduction of wage overpayments. In the event you receive one or more inadvertent wage overpayments due to mathematical or other clerical errors, GTH may use payroll deductions to recover the amount of the overpayment(s). If you wish to contest the overpayment(s) and terms of recovery, and/or to seek a delay in the recovery of this amount, you must follow the procedures contained in the Overpayment Dispute Resolution Process, a copy of which GTH will provide to you before making deductions. You may also obtain a copy of the Overpayment Dispute Resolution Process from the Director of Finance at any time. A summary of the process is below.

Step One: You will receive a Wage Repayment Notice of Intent Form from the school describing the overpayment(s) and terms of recovery.

Step Two: You must respond in writing to the Director of Finance within seven calendar days of the date that you receive the school's overpayment Wage Repayment Notice of Intent Form. In that response, you must clearly state the issue(s) you are raising and explain why you are raising each issue.

Step Three: The school will reply back to you in writing. The school will address the issues raised in your response, will clearly explain its position, will state whether it agrees or disagrees with your position, and will explain why it agrees or disagrees. The reply from the school will also include an invitation and seven calendar day window for you to meet with the Director of Finance to discuss any disagreement that remains regarding the deduction.

Step Four: Within seven calendar days from the date of the meeting or expiration of the seven-day opportunity to meet, the school will provide a written notice of its Final Determination regarding the deduction.

If you have additional questions about these deductions or these procedures, please contact the Director of Finance.

3.10. WAGE GARNISHMENT

When or if court-ordered deductions are to be taken from your paycheck you will be notified in writing on a Garnishment Notification Form.

GTH acts in accordance with the Federal Consumer Credit Protection Act, which places restrictions on the total amount that may be garnished from your paycheck.

3.11. CLASS COVERAGE

This is in reference to covering classes above and beyond your normal teaching load. You can volunteer to cover if you choose to do so, however coverage will still be assigned on a rotating basis, based on need. Covering is NOT optional. This just means, if you have the ability to cover more you can volunteer and receive additional compensation. It also means if you get placed on the rotation you will be compensated per the guidelines. The Dean of Students is responsible for scheduling coverage. When that person is absent the Instructional Leader will take over this duty.

The Dean of Students will keep a "Coverage Payroll" worksheet indicating the Absent Employee, Covering Employee, Period(s) covered per each school day. The Dean of Students will provide the following to the Principals and Director of Finance for each payroll period:

- (1) Coverage Payroll Worksheet
- (2) Documentation of "Approved" absence of covered employee



(3) Documentation of covering employees daily schedule indicating available periods

Coverage above 5 periods a day will result in **Compensation**

Coverage Plan:

Each additional coverage after 5 periods in a day will result in \$50.00 extra per period covered.

This will start anew every week. There is no retro pay.

*This plan will continue if it is financially feasible during the 2025-2026 school year.

4 Periods:

If you are scheduled to teach 4 periods a day, you must teach more than 5 periods in the day before this compensation begins.

12 month employees

12-month employees will receive compensation for coverage over 3 class periods in a day at \$50.00 per period covered.



4. ATTENDANCE AND LEAVE POLICIES

4.1. ATTENDANCE EXPECTATIONS

The presence or absence of each employee is of critical importance to the successful operations of GTH. We expect all our employees to be on time, ready to begin work at the beginning of their schedule and to work the full allotted shift assigned each day.

4.2. TELECOMMUTING OR WORKING FROM AN OFFSITE LOCATION

Employees are only permitted to work from an offsite location with approval from the principal, with an approved Telecommuting Work Arrangement or to attend approved off site seminars.

Before granting permission for off-site work arrangements, supervisors should know the specific work to be performed and the projected amount of time expected. Only exempt employees will be allowed this level of flexibility with their work arrangement, except in specially approved circumstances. It is expected that non-exempt employees leave all work materials at the work site and not engage in work outside of scheduled hours.

Under no circumstances are employees permitted to work at home without prior permission. Any attempt to do so, with or without reporting such time, will be considered a violation of policy.

4.3. AUTHORIZED ABSENCE FROM WORK

GTH recognizes that from time to time it may be necessary for you to be absent from work. Time off is provided to each employee receiving benefits to address time away from work. Leave is granted based upon the employment category as detailed earlier in this handbook. Time may be granted as personal, sick, vacation or holiday time depending on employee category and will be reviewed in the upcoming sections of this manual.

Authorized absences from work are those that are previously arranged or are due to emergency or illness call in that are accepted and can be verified if requested.

4.4. REPORTING ABSENCE OR TARDINESS

If you anticipate an absence or tardiness in advance of the date of such absence or tardiness, notify the Principals and designated staff that handles coverage via absent@greentechhigh.org as far in advance as possible to request approval for such absence or tardiness.

If you will be absent or tardy due to an emergency, unexpected illness, or other unexpected reason, you are expected to email absent@greentechhigh.org as soon as it is safe for you to do so to report your absence or lateness. If you know in advance that you will need to be absent, please follow the same protocols to request the time off.

Employees are required to personally notify absent@greentechhigh.org by 7:00 a.m. if they are absent or tardy. If you are requesting early departure and arrive to work tardy, the same protocol should be followed. If you are unable to make contact yourself because of a serious illness or emergency you may have a relative or medical professional email or call on your behalf, but you will be required to provide documentation.



Provided that your call in request is accepted as an authorized absence, you will be allowed to use accruals if you have access to them. **The act of calling in does not guarantee that the absence is authorized.**

Failure to report absence will be considered a violation of policy and could lead to immediate termination.

4.5. CONTINUED OR EXCESSIVE ABSENCE

Where an employee's absences are protected under the Family and Medical Leave Act or by other applicable laws, including where the employer grants time off as a reasonable accommodation under the ADA and/or New York State Human Rights Law for an employee's disability, such absences are not grounds for discipline, provided the employee complies with his or her obligations under those laws. This includes the employee's need to respond to the employer's permissible requests for information sufficient to evaluate the employee's entitlement to such leave, and with his or her obligation to provide notice of such absences in accordance with the Attendance and Leave Policies and applicable laws.

When an employee has used all available paid time off, any additional absences will be unpaid.

Excessive unexcused absenteeism or tardiness that is not protected under FMLA or other applicable law will result in discipline up to and including termination.

4.6. LEAVE APPROVAL

All requests for scheduled vacation time off must be submitted in writing and approved two weeks in advance and approved by the principal. Every effort will be made to ensure that the employee's time off is at a time of their choosing. To ensure minimum disruption, however, work schedules may need to be coordinated. For certain titles as determined by the principal, **paid time off may not be taken during the first week of school, immediately before or after a holiday or during the two-week period prior to the end of the school year.**

Requests for leave are not approved until the signed and approved form is returned to them.

Employees may not request paid time off after notice of resignation or notice of being non-renewed for the next school year.

4.7. ACCRUAL REIMBURSEMENT

No payment will be made as compensation for unused Sick, Holiday, or Personal Leave remaining at the time of an employee's resignation or termination, or if an Employee is dismissed because he or she holds a position that is phased-out or eliminated.

Employees who resign with proper notice are eligible to be compensated up to 5 days for accrued but unused Vacation Leave only.

Employees who are terminated are not eligible to be compensated for accrued but unused Vacation Leave.

No payment will be made as compensation for vacation periods falling after the date of resignation or termination.



4.8. HOLIDAY LEAVE

Unless otherwise provided for, as approved by the Board of Trustees, holiday leave for eligible employees will be observed on the following days during which we will be closed and you will not be expected to work.

- *New Year's Day*
- *Martin Luther King, Jr. Day*
- *President's Day*
- *Good Friday*
- *Memorial Day*
- *Independence Day*
- *Labor Day*
- *ColumbusDay*
- *Veteran's Day*
- *Thanksgiving Day*
- *The Day After Christmas Eve*
- *Christmas Day*
- *Rosh Hashana*
- *Eid-al-Fitr*
- *Yom Kippur*

Part time employees will be paid for holidays on a prorated basis.

Employees are granted holidays upon hire. Employees are required to take the Holidays listed above on the date designated. Holidays do not accrue from year to year and will not be paid out upon termination.

The principals retain the right to at any time to declare a "School Holiday" whereby we will officially be closed.

Employees are not eligible to receive Holiday pay if they are on an unpaid leave of absence.

4.9. VACATION LEAVE ACCRUAL

Green Tech employees will accrue PTO effective July 1, 2025. PTO will not be given upfront. Please see information below:

10.5 month staff (Teachers, Teachers Assistants, Counselors)

1.20 hours - **Personal**- unused personal time will not roll over. Use it or lose it.

4.0 hours - **Sick**- sick time will roll over to the following year

12 month staff (Admin, office staff, IT, Maintenance)

1.09 hours - **Personal**- unused personal time will not roll over. Use it or lose it.

4.36 hours - **Sick**- unused sick time will roll over to the following year

7.27 hours - **Vacation**- unused vacation time will rollover to the following year



4.10. SICK/ PERSONAL LEAVE

Personal leave must be requested of the principal at minimum 48 hours in advance.

Unused personal leave may not be rolled over from year to year. Requests to use time should be made in writing to the principal or his or her designee and granting of such leave is conditional upon the approval of the principal or his or her designee.

Unused sick leave may be rolled over from year to year up to a maximum of 42 days but will not be paid out upon termination of employment.

Personal and sick leave will be prorated for employees that are full time, but do not consistently work a minimum of 40 hours per week.

In cases of extended sickness or justifiable depletion of accrued sick leave, additional sick time may be granted at the discretion of the principal. The principal retains the right to require the use of other accumulated leave prior to granting additional sick leave.

Part-time and per diem employees are eligible for NY Paid Sick Leave at a rate of one hour for every 30 hours worked, up to 40 hours in one year. Unused sick time will carry over into the following year; however, you may not use more than 40 hours in one school year.

Sick leave may be used for the following purposes:

- For your own or a family member's mental or physical illness, injury, or health condition regardless of whether such illness, injury, or health condition has been diagnosed or requires medical care at the time that you request leave;
- For the diagnosis, care, or treatment of your own or a family member's mental or physical illness, injury, or health condition or need for medical diagnosis or preventive care; or
- For your absence from work when you, or your family member, has been the victim of domestic violence, a family offense, sexual offense, stalking, or human trafficking and you need to:
 - Obtain services from a domestic violence shelter, rape crisis center, or other services program;
 - Participate in safety planning, temporarily or permanently relocate, or take other actions to increase your safety or the safety of your family members;
 - Meet with an attorney or other social services provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding;
 - File a complaint or domestic incident report with law enforcement;
 - Meet with a district attorney's office;
 - Enroll children in a new school; or



- o Take any other actions necessary to ensure your or a family member's health or safety or to protect those who associate or work with you.

If you are responsible for domestic violence, family offense, sexual offense, stalking, or human trafficking, you are not eligible for leave under this policy.

Family member means:

- Your child, spouse, domestic partner, parent, sibling, grandchild, or grandparent; or
- The child or parent of your spouse or domestic partner.

Parent means:

- Your biological, foster, step- or adoptive parent; or
- A person who acted as your legal guardian or a person who stood in loco parentis when you were a minor child.

Child means:

- Your biological, adopted, or foster child;
- A legal ward; or
- A child for which you stand in loco parentis.

Notice of absence from work due to illness must be provided to the principals or his or her designee prior to 7:00 a.m. When possible, in the event of a foreseeable extended illness, 30-day advanced notice should be given to the Employee's Supervisor.

A doctor's note *may* be required for *any* absence that is due to medical reasons and will be required for absences greater than three days that are due to medical reasons.

If the need for leave is foreseeable, you must provide reasonable notice of your need for leave. If unforeseeable, provide notice as soon as practical. If known, notice should include the expected length of the absence.

Details surrounding your request for leave will be kept confidential, except as required by federal or state law or as necessary to protect your safety in the workplace. You will not be required to disclose the nature of any medical condition or of any domestic violence/sexual offense matter necessitating the need for leave.

You may request (verbally or in writing) a summary of the amounts of sick leave you have accrued and used in the current calendar year and/or any previous calendar year. This information will be provided within three business days.

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

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



FAMILY AND MEDICAL LEAVE ACT

Eligibility:

To qualify to take Family and Medical Leave Act ("FMLA") leave under this policy, the employee must meet the following conditions:

The employee must have worked for GTH for 12 months. The 12 months need not have been consecutive. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.

The employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.

Amount of Leave and Qualifying Reasons:

In accordance with the FMLA, GTH will grant up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) during a 12-month period to eligible employees for any of the following reasons:

- The birth of a child and in order to care for such child.
- The placement of a child with the employee for adoption or foster care.
- To care for a spouse, child, or parent with a serious health condition (Under the FMLA, a "spouse" means a husband or wife as defined under the law in the state where the employee resides, including same-sex marriages in states that legally recognize such civil unions).
- The serious health condition (described below) of the employee.
- A "qualifying exigency" (as determined by the U.S. Department of Labor regulations) arising out of the fact that a spouse, son, daughter, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency plan.
- Leave to care for a family member (son, daughter, parent or next of kin) who is a covered military service member and who has incurred a serious injury or illness in the line of duty while on active duty in the Armed Forces provided that such injury or illness may render the family member medically unfit to perform duties of the member's office, grade, rank or rating. An employee who qualifies for military caregiver leave is entitled to up to 26 weeks unpaid leave for this reason during a 12-month period.

Family or Medical Leaves of Absence will be granted for a period of up to twelve weeks during a 12-month period. A 12-month period begins on the date of the Employee's first use of Family or Medical Leave. Successive 12-month periods commence on the date of an Employee's first use of family and medical leave after the preceding 12-month period has ended. Under some circumstances, Employees may take family and medical leave intermittently in blocks of time, or by reducing their normal weekly or daily work schedule.



Requesting Leave:

Employees may request an FMLA Leave by providing the Director of Operations with a written notice of their need for leave. Where foreseeable, this notice must be given at least 30 days prior to the first day of anticipated leave. If it is not possible to give 30 days' notice, the employee must give as much notice as is possible. An employee undergoing planned medical treatment is required to make a reasonable effort to schedule the treatment to minimize disruptions to operations. To that end, the employee is required to consult with GTH when arranging the date(s) of treatment to identify dates on which absences will not unduly disrupt operations, subject to the approval of the health care provider.

Certification of Need for FMLA Leave:

If the need for leave is your own serious health condition or the serious health condition of a member of your immediate family, you may be required to submit a medical certification from a health care provider. The employee is required to provide the certification within 15 days of the school's request or be able to demonstrate that it is not possible to do so under the circumstances, despite the employee's diligent, good faith efforts. If deemed necessary, the Company may ask for a second opinion. The Company will pay for the employee to get a certification from a second doctor, which the Company will select. If there is a conflict between the original certification and the second opinion, the Company may require the opinion of a third doctor. The Company and the employee will jointly select the third doctor, and the Company will pay for the opinion. The third opinion will be considered final.

GTH may request recertification for the serious health condition of the employee or the employee's family member when circumstances have changed significantly, or if the employer receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of his or her leave. Otherwise, GTH may request recertification for the serious health condition of the employee or the employee's family member every six months in connection with an FMLA absence.

Health Insurance and Other Benefits:

GTH will maintain, for up to a maximum of 12 work weeks of FMLA leave, any group health insurance coverage that you were provided before the leave on the same terms as if you had continued to work. Employees will continue to be responsible for their portion of the premium payment. Employees who fail to return after a leave may be required to reimburse for the entire cost of health insurance premiums. If GTH grants an employee an extension beyond 12 weeks of leave, the employee will be responsible for the entire cost of continuing insurance coverage beyond the 12 weeks (or 26 weeks for military caregiver leave).

Employees will be required to use any accrued paid leave time (i.e. vacation time) concurrently with FMLA leave, unless the employee is receiving disability or workers' compensation benefits. Employees will not accrue paid leave time during the leave of absence.

During FMLA Leave, employees may, depending upon the reason for the leave, be eligible for short-term disability payment and/or workers' compensation benefits consistent with state law.

Medical Extension:

If your FMLA leave entitlement expires and you remain medically unable to return to work because of your physical or mental disability, GTH will attempt to accommodate you and may provide additional leave beyond the 12 weeks of FMLA leave. Except in extenuating circumstances, extensions normally will not be granted beyond a maximum of 6-months total leave (including the 12 weeks of covered FMLA leave). An employee should contact the Director of Operations to request such accommodation.



Return to Work:

Employees on FMLA Leave should provide the organization with at least one week's written notice of their intended return to work. A doctor's note may be required to ensure that an employee may safely return to work.

As the law dictates under most circumstances, upon return from Family or Medical Leave, you will be reinstated to your previous position or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions as the law allows. However, upon return from a Family or Medical Leave, you have no greater right to reinstatement than if you had been continuously employed rather than on Leave.

Your use of Family or Medical Leave will not result in the loss of any employment benefit that you earned or were entitled to before using Family or Medical Leave.

If, upon return, you require reasonable accommodations due to a disability, notify the Director of Operations. GTH will engage in an interactive process with you to help us determine whether reasonable accommodations can be provided to enable you to perform the essential functions of your job.

Additional Information:

GTH and applicable law prohibit any interference with, restraint or denial of any right provided under the FMLA and prohibit discrimination against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceedings under or relating to FMLA.

GTH encourages you to bring any concerns or complaints about compliance with the FMLA to the attention of the Director of Operations immediately. You may also file a complaint with the U.S. Department of Labor or file suit.

For further information or clarification about FMLA leave, please contact the Director of Operations.

4.11. DISABILITY LEAVE

If you are absent from work for more than seven (7) days due to a non-work-related injury or illness, you may be eligible for New York State short-term disability benefits under the law. In order to be eligible for short-term disability benefits, you must have become injured or ill while not at work but must be employed, or recently employed, at the time of illness or injury. Additionally, pregnancy is covered as a short-term disability.

To request a disability leave of absence, you should submit a leave request to the Director of Operations along with a statement of ill health or disability from your health care practitioner. At that time, the Director of Operations will require you to fill out additional paperwork needed to submit to our insurance carrier.

An approved disability leave may be granted for up to 12 weeks (concurrent with) leave granted under FMLA. An Employee's continued absence from work beyond the leave granted will result in a time period to explore, through an interactive process, reasonable accommodations such as temporary light duty or an unpaid leave of absence.



Whenever possible, you are required to give as much notice as possible of your pending need for a disability leave of absence.

At the time the disability leave begins, any personal leave or sick leave will be used to supplement your disability payment, not to exceed your regular daily or salaried rate of pay.

Prior to returning from disability leave, you may be required to provide a written release from your treating physician specifying that you are physically able to return to your job, and, if applicable, describing any restrictions under which you may work and the length of time those restrictions will be in place.

4.12. NYS PAID FAMILY LEAVE

PFL pays part of an employee's income while they are out of work. It covers bonding with a new child, caring for a family member with a serious health condition, and other events related to a family member's active-duty military status.

Eligibility: Nearly every full-time and part-time private employee working in New York will be eligible for PFL coverage.

A full-time employee (defined as working 20 or more hours per week) must be working for their employer for 26 weeks, while a part-time employee (less than 20 hours per week) must have worked 175 days to be eligible for PFL benefits.

Effective: PFL provides both time off and wage replacement benefits.

PFL Cost: The wage benefit is a percentage of your average weekly wage (AWW), capped at the same percentage of the Statewide Average Weekly Wage (SAWW).

PFL will pay 67% of an employee's wages, up to \$1068.36 (SAWW), for up to 12 weeks.

4.13. BEREAVEMENT LEAVE

Employees may be granted Bereavement Leave, subject to a determination of the principal. Bereavement Leave is to be used to attend the funeral or to mourn the death of an immediate family member. For the purposes of this section, "immediate family" is defined as a spouse, child, sibling, parent, grandparent, any other relative permanently residing with the Employee, or any other person as defined by the principal.

All employees must request the use of Bereavement Leave of the principal and granting of such Leave is conditional upon his or her approval. Employees working up to 20 hours per week will be granted *up to* three days to mourn the loss of a loved one. In certain cases, the principal may extend leave.

Employees may be required to provide proof to the employer of the need for bereavement leave.

4.14. JURY DUTY LEAVE

Full-time regular employees who are called to serve on a jury panel will be eligible to serve and will receive regular full-time pay. Any pay granted for performing jury duty should be reported to the school



so employees do not receive duplicate pay. Employees will be paid a supplement to the daily court pay not to exceed the employee's regular daily rate.

Any employee called to jury duty should present a copy of his or her jury duty papers to the Director of Finance as soon as received for timekeeping records.

Employees that are dismissed from Jury Duty prior to the end of their workday should report to work until the end of his or her scheduled day.

4.15. MILITARY DUTY AND MILITARY SPOUSE LEAVE

Employees who serve in Federal and State Military Organizations may take the necessary time off without pay to fulfill this obligation and will retain all of their legal rights for continued employment under existing laws. These employees may apply accruals to the leave if they wish, but they are not obligated to do so.

In accordance with New York State law, GTH will grant up to ten days unpaid leave to employees who are spouses of service members, including members of the United States Armed Forces, National Guard or Reserves who have been deployed to a combat zone during a time of military conflict.

You are expected to notify the principal and the Director of Operations as soon as you are aware of the dates you will require leave so that arrangements can be made for replacement during this absence.

4.16. BLOOD DONATION LEAVE

GTH provides leave time to employees for the purpose of donating blood. Employees will be granted up to three (3) hours of unpaid leave in each Calendar year to donate blood off-premises. Employees must provide their supervisor with at least fourteen (14) days of notice of their intent to take leave to give blood. Employees who take leave for off-premises donation will be required to show proof of their donation activity.

4.17. BONE MARROW DONATION LEAVE

Employees who need scheduled time off of work to undergo a medical procedure to donate bone marrow are eligible for unpaid leave up to three days, not to exceed 24 hours of leave in combined length during any 12-month period. This leave should be scheduled in advance with the Principals and the Director of Operations. Employees who take leave for donation will be required to show proof of their donation activity.

Employees may use available accruals if they wish to be paid for this time.

4.18. VOTING LEAVE

GTH encourages all employees to exercise their voting privileges in local, state, and national elections. If you cannot vote in a public election before or after working hours, then you will be allowed sufficient time off to go to the polls. The school will pay for you for up to the first two hours of the absence from regularly scheduled work that is necessary to vote in a public election. Any additional time off for this purpose will be without pay. This leave should be scheduled two working days in advance with the Principals and the Director of Operations. Employees may use available accruals if they wish to be paid



for this time.

4.19. LEAVE DUE TO INCLEMENT WEATHER

GTH may be closed due to inclement weather, at the discretion of the Principals. In the case of closure, employees will be notified through local media outlets. If classroom time is lost because of inclement weather, classroom days may be added at the end of the school year. Unless a closing is announced you will be required to report to work as scheduled.

4.20. VICTIM AND WITNESS LEAVE

In compliance with the New York State Penal Code, GTH recognizes the employee's right to take unpaid time off to exercise his or her right as a victim, consult with a District Attorney regarding a criminal procedure or exercise rights to appear as a witness.

Under the law, victims include the aggrieved party or the next of kin of a deceased aggrieved party, the representative or guardian of a victim, a Good Samaritan (citizen who assists in an arrest or prevents a crime) or someone pursuing an application for an order of protection under Criminal Procedure Law or the Family Court Act.

Employees may use available accruals if they wish to be paid for this time.

4.21. BREAKS FOR NURSING MOTHERS

GTH supports breastfeeding mothers by accommodating female employees who wish to express milk during the workday when separated from their newborn child. Mothers who are returning to work following the birth of their child are permitted to take reasonable unpaid breaks above and beyond their regular meal break for the purpose of expressing breast milk. Generally, these breaks should be 20 to 30 minutes once every three (3) hours. An employee may be required to postpone a scheduled break if she cannot be spared from her duties due to coverage issues. Employees who are nursing are eligible to take this break for up to three (3) years after the birth of their child.

Employees should give notice of their intent to use this break prior to returning to work so that proper coverage can be arranged. GTH will not discriminate in any way, nor will we allow harassment of any kind towards women requesting or obtaining this break.

4.22. ACCOMMODATION FOR RELIGIOUS OBSERVANCE

GTH will make every reasonable effort to accommodate the religious beliefs of individual employees. An individual who would like time off to observe a religious Holy Day should make the request to the Principals and the Director of Operations. If approved, the employee may use his or her accruals or take unpaid leave to observe the holiday.

4.23. GENERAL LEAVE OF ABSENCE

Occasionally, for personal reasons, you may need to be temporarily released from the duties of your position. It is our policy to allow you to apply for and be considered for these leaves.

Each leave request shall provide sufficient detail such as the reason for leave and the expected duration of the leave. General Leave with or without pay may be granted at the discretion of the Principals.



4.24. OTHER EMPLOYMENT WHILE ON LEAVE

If you accept any employment or go into business while on a leave of absence from GT, you will be considered to have voluntarily resigned your employment with GT as of the day on which you began your leave of absence.

4.25. COVID-19 LEAVE BENEFITS

If you are, or your minor dependent child is, subject to an individual order of mandatory or precautionary quarantine or isolation issued by New York State, the New York State Department of Health, a local board of health, or any other government entity authorized to issue such order due to COVID-19 (Individual Quarantine Order), you may be eligible for paid and/or unpaid leave in addition to paid family leave benefits (PFLB) and disability benefits (DB).

Program Specifics

For the duration of the Individual Quarantine Order, GT is required to provide you with five days of **paid sick leave**. After those days are used, you may be eligible for compensation for the remainder of the Individual Quarantine Order by applying for PFLB and DB.

Leave will be provided without the loss of any accrued sick leave and may only be used for up to three orders of quarantine or isolation. For quarantine or isolation of a dependent child, after the first instance, you will need to apply for PFLB and DB in order to receive pay while out of work.

You are not eligible for leave if you are deemed asymptomatic or have not yet been diagnosed with a medical condition and are physically able to work remotely or through other means while under an Individual Quarantine Order.

If you have returned to the United States after non-business-related travel to a country from which the Centers for Disease Control and Prevention (CDC) has issued a level two or three travel health notice, you are not eligible for these benefits if you were provided notice of the travel advisory, were warned that you would not be eligible for such benefits if you elected to travel to such countries, and chose to travel anyway. All employees in this category are entitled to use any accrued leave provided by GT. If you do not have any accrued leave, you may use unpaid leave for the duration of the quarantine or isolation.

Upon return from leave, you will be restored to the same position you held prior to the leave with the same pay and other terms and conditions of your employment.

Contact the HR Department for information on Covid Sick Leave.

GT will not discriminate or retaliate against employees who take leave in accordance with this policy.

4.26. BENEFITS WHILE ON A LEAVE OF ABSENCE

Employees on an approved leave of absence will be able maintain health benefits as long as medical premiums are paid in a timely manner. Employees should make arrangements with the Director of Operations, prior to going out on leave, if at all possible, on how and when premiums will be paid. If the leave is unforeseen, arrangements should be made as soon as possible. Failure to make payment within 30 days may result in cancellation of coverages.



5. SEPARATION OF EMPLOYMENT

5.1. BREAKS IN SERVICE

If an employee voluntarily terminates their position with GT prior to one year of service, no time in service will be granted should they be rehired at a later date. If a person with more than one year of service leaves and then returns to regular employment at a later date, credit for prior service will be given if he or she returns to work within three (3) months of the prior date of termination.

5.2. ELIMINATION OF POSITIONS

From time to time, it may be necessary to phase out or eliminate certain positions. An orderly process will be established by the Principals with the consent of the Board of Trustees to guide such a phase out if necessary.

Any employee who is terminated because their position is eliminated or phased out is not entitled to compensation for accrued and unused leave as eligible and described in this handbook.

5.3. TERMINATION OF EMPLOYMENT

Since employment is based upon mutual consent, both the employee and the employer have the right to terminate employment with or without cause, at any time.

Voluntary termination from employment will generally occur when an employee resigns or retires.

Involuntary termination of employment is initiated by GT and will result in the discharge of the employee. It will be considered that you have voluntarily resigned your position if you fail to return from an approved leave of absence on the date specified by the school or fail to report to work or call in for one day without a valid reason. No vacation leave will be paid out to involuntary terminated employees.

Any employee who is terminated or resigns must return all GT property that may include but is not limited to keys, identification cards, security codes and passwords, computers or laptops, phones and office materials.

No information or copies of information, including but not limited to files, memos, contact lists or similar information may be taken by an employee without express permission of the Principals.

5.4. RESIGNATION

An Employee who wishes to resign is required to give notice prior to the desired resignation date. Exempt employees are required to give a minimum of three (3) weeks' notice. Non-exempt employees are required to give a minimum of two (2) weeks' notice.

Employees are expected to work through their entire notice period. It is our policy to deny use of accruals during this period, however in extreme circumstances if unpaid leave time is granted, we may extend the resignation date to meet the requirements of the notice period.



Regular full-time employees who resign in accordance with the provisions of this section may be provided with compensation for up to 5 days of accrued and unused vacation leave as described in this handbook.

If an Employee fails to give proper notice prior to their desired resignation date, that Employee shall forfeit compensation for any unused accrued vacation leave he or she may have. Such an Employee remains eligible for any salary due.

5.5. EXIT INTERVIEWS

In the event of your separation from employment, the Director of Operations may conduct an exit interview with you to discuss your reasons for leaving and any other impressions that you may have about us. During the exit interview you will be given the opportunity to provide insights into improvements that can be made at GT.

To the best of our ability, your comments will be kept confidential.

6. COMMUNICATION, EVALUATION & CONDUCT EXPECTATIONS

6.1. OPEN DOOR COMMUNICATIONS

Open communication is an important part of good working relationships. Employees are encouraged to speak informally with their supervisor about any suggestions, questions or concerns they may have. Any information discussed in an open communication meeting is considered to be confidential unless there is an alleged violation of Federal, State or Local law.

Additionally, GT encourages you to professionally discuss any issues that you may have if you feel comfortable doing so using the organizational chart.

Please remember it is counter-productive to a harmonious workplace for employees to create or repeat rumors. It is more constructive for employees to directly consult the individual to seek resolution.

The current organizational chart is located as an addendum at the end of this handbook.

6.2. PERFORMANCE REVIEWS

Because we want you to grow and succeed in your job, GT conducts formal reviews of all staff each year. The Principals or his or her designee will conduct evaluations. The evaluation process will include cyclical, quarterly check-ins, annual face-to-face evaluation and a written summary in the fourth quarter of each academic year. The written summary will be placed in the employee's personnel file and copied to the employee.

New employees will be reviewed at the end of their introductory period. The evaluation process will be ongoing in the event of a promotion or a change in duties and responsibilities.

The format of the evaluation will be determined by the Principals and will be shared with you at the beginning of the evaluation period, so you can put your best effort forth to meet expectations.

The employee will be notified of any changes in salary that are warranted based upon the results of this evaluation.

6.3. PROBLEM SOLVING PROCEDURES

Any employee wishing to formally file a grievance about a procedure, action, or directive of another employee or supervisor should notify the Director of Operations or the Principals in writing as soon as possible after such procedure, action, or directive has occurred. Employees should observe the chain of command when filing a grievance where possible. The Director of Operations shall be the investigator and final arbiter of all such grievances.

In the event that the complaint involves a procedure, action, or directive of the investigator or final arbiter, an employee may file a written complaint with the principal or the Chairman of the Board of Trustees. In such instances, the Principals or the Chairman of the Board or his or her designee will be the investigator and final arbiter of the complaint.



This procedure only covers active employees and does not apply to terminations and may not be utilized by terminated employees.

6.4. EMPLOYEE DISCIPLINE

GT maintains the highest standard of conduct and job performance for all of our employees. Conduct is how an employee behaves on the job and performance is how well an employee completes his or her job. We value and acknowledge every employee's effort to meet those standards.

We recognize that on occasion there will be individual lapses in conduct or performance. The principal purpose of employee discipline is to be corrective and not punitive. In general, the employee is provided with a reasonable opportunity to improve where appropriate. Discipline may be initiated at any time during an employee's service.

The progressive discipline process consists of four steps:

- Verbal Warning
- Written Warning
- Final Written Warning (accompanied by suspension without pay or Performance Improvement Plan if warranted by the infraction)
- Termination of Employment

Some circumstances, such as the commission of a severe transgression, may warrant skipping one or more steps in the process and may result in immediate termination.

Progressive discipline is an ongoing process taking prior instances into account. The discipline process does not start over each time a different problem arises.

All discipline will remain in effect for the period of one year. If there are no further violations during the warning period, the discipline will be retained in the employee's personnel file, but will be considered inactive.

Employees with current discipline on file may not be eligible for promotions or transfers during the warning period. Employees with current final warnings may not be eligible for salary increase or bonuses. This is at the discretion of the principal.

All employees will be treated in a fair and consistent manner regarding any discipline taken. Every effort will be made to completely investigate the circumstances prior to taking action. The employee's direct supervisor will be responsible for all disciplinary action relevant to his or her staff. All disciplinary action will be consistent with applicable laws.

This Employee Discipline policy does not alter or limit GT's policy of employment at will. Either you or the school may terminate the employment relationship at any time for any reason, with or without cause or without notice.

6.5. EMPLOYEE APPEAL FOR MEDIATION

Employees involved in step three or step four discipline may request an appeal to the Principals, or if warranted to the Board of Trustees, to review documentation or any information relevant to an action.



Requests should be made in writing and submitted within seven (7) days of the initial discipline. The request will be reviewed, and a decision will be rendered promptly. All upheld discipline will be maintained as a part of the employee's personnel file.

6.6. STANDARDS OF CONDUCT

Each individual in the work community has the right to expect certain standards within the workplace including:

To be always treated with respect, even if there are opposing points of view.

To be in a climate of physical and emotional safety.

To be viewed as a valued, contributing member of the community.

To have a personal responsibility and investment in making sure that these rights are supported in our environment.

In accordance with the disciplinary policy and to provide the best possible work environment, GT expects all employees to follow certain standards of conduct that will protect the interest and safety of personnel. It is not possible to list all examples of behavior that are unacceptable in the workplace, but the following are examples of conduct that may result in progressive discipline.

- Abuse, discourteous treatment, or inappropriate contact with any stakeholder in the work community
- Insubordination - Refusal to perform or follow reasonable work requests, instructions, directions, or prescribed work procedures
- Theft, embezzlement or unauthorized removal of property or the property of others
- Acts involving dishonesty or breach of trust, such as fraud
- Possession, selling, or use of illegal substances, or otherwise engaging in illegal conduct, while on or off duty
- Reporting to work with or working under the influence of intoxicants or drugs that have not been prescribed for medical reasons
- Consumption or possession of alcohol on school grounds
- Falsification of records and documents, including employment applications, time sheets, etc.
- Abuse, destruction, waste or unauthorized use of equipment, facilities, materials, or programs
- Abusive or vulgar language
- Any unapproved absence or departure from the assigned work area
- Unacceptable job performance
- Engaging in non-work-related activities during work hours without prior approval
- Altercations with any stakeholder in the work community
- Failure to observe working schedules, including lunch periods
- Excessive absenteeism or tardiness
- Failure to call in as required or seek necessary authorization to leave work before the end of scheduled hours
- Abusing paid sick leave
- Sleeping or malingering while on duty (in the presence of students)
- Participating in horseplay or practical jokes
- Physical contact with a student except for shaking hands and high fives

- Making or receiving non-emergency personal calls or texts during work hours
- Inappropriate use of the electronic communication systems and the internet while on duty, including use of social media
- Failure to comply with regulatory requirements or safety rules and regulations
- Traffic violations while on authorized work business
- Revealing, disclosing, or making available to unauthorized persons any information classified as confidential
- Failure to provide honest and accurate information when requested, including failure to disclose conflicts of interest
- Failure to cooperate in the investigative process
- Making false statement or misreporting events with regards to harassment and discrimination claims
- Possession, use, and distribution of dangerous or unauthorized materials, such as explosives, firearms, knives, or other dangerous weapons while on duty or on school premises
- Fighting, threatening violence, intimidation or harassment toward any individual
- Failure to adhere to our policies with regards to diversity, discrimination, and harassment
- Smoking of any kind, including vapes, on work grounds
- Attempts to disrupt or undermine our business interests encouraging others to do so
- Solicitation of stakeholders in the work community for personal gain and any unauthorized solicitation or sales as provided for in this handbook
- Wearing extreme, unprofessional, or inappropriate styles of attire or hair while at work
- Refusal to work mandatory overtime
- Any act that jeopardizes the health, safety, or well-being stakeholder of the work community
- Inappropriate conduct or contact with students including text messages, emails, social media contact, and conversations of an inappropriate nature that are not explicitly related to the employee's job description
- Allowing a student to reside or stay at an employee's place of residence for any period of time
- Any offer to provide a student with items used during sexual activity and the failure to refer the student to the school Nurse or Counselor if a student approaches an employee about this topic
- Failure to report inappropriate activity that is or may be taking place between a staff member and a student
- Engaging in business transactions or activities for personal gain during normal school business hours
- Gambling in the workplace

This statement of the standards of conduct does not alter or limit the policy of employment at will. The above-mentioned behaviors can raise reasonable questions as to an employee's moral character. Employees that are in violation of the code of conduct may be referred to the Executive Director of the Office of Teaching Initiatives of the State Education Department at Leadership's discretion.

Each employee will be required to sign an attestation that they understand the Standards of Conduct at hire and then annually thereafter.



6.7. PHYSICAL CONTACT POLICY

Our students are still learning to navigate a difficult social world, but school should be a safe place both physically and psychologically. Therefore, the school does not allow staff members to make physical contact with students with the following exceptions:

- Shaking hands
- High Fives
- Breaking up a fight, when the student is in imminent danger

Hugging or other inappropriate touching and/or gestures, even with positive intentions are not allowed. Violation of this policy may result in disciplinary actions up to and including termination. For questions, please contact the Principals or the Director of Operations.

6.8. ACCEPTANCE OF GIFTS

Employees are not permitted to accept gifts of any kind of a value exceeding fifty dollars (\$50.00) including but not limited to money, goods, food, entertainment, or services directly or indirectly from:

Individuals, organizations, or companies serving as vendors or potential vendors

Elected officials or their representatives

Candidates for public office or their
representatives Political party officials or their
representatives

Anyone who attempts to coerce you into favorable treatment with regards to your work responsibilities

Exceptions may be made by the Principals, including in instances where such gifts are intended for and to be used by the organization. If an employee receives a gift offer in excess of \$50.00, he or she must immediately notify the principal, even if the employee has already refused the offer.

6.9. PERSONAL APPEARANCE

Employees project an image to the community about the professionalism of GT. During business hours and at work-related activities, employees are expected to present a clean, neat professional appearance and to dress according to the requirements of their position. This includes professional appearance with respect to general cleanliness, clothes, shoes, hair, facial hair, jewelry, body jewelry, and tattoos.

While we do not seek to stifle individual expression, it is important to communicate that certain environments require a specific standard of dress. To convey an atmosphere of dignity and professionalism, personnel shall be well groomed and dressed for an academic or business environment rather than recreational casualness.

Proper presentation is always the expectation while you are a representative of GT. Appropriate clothing fits well, is not tight or constricting, meets the traditional norms of modesty, meets the level of safety required for one's job, and does not contain graphic or profane images.

Employees that are not meeting the above stated standard will be informed as soon as it is possible for us to do so. Employees may be asked to leave the workplace until they can return in a manner that is acceptable to the employer.



Dress Code

Business casual attire is generally appropriate, though more formal dress may be required for special events, parent meetings, or presentations. **Denim jeans, leggings, or athletic wear should not be worn unless specifically designated for specific days or field trips.** Footwear should be professional and safe for movement throughout the school day. **No hats, head wraps, or shorts of any kind will be permitted.**

All clothing must be free from offensive language, symbols, or images (pictures, graphics, etc.). Staff members are encouraged to use good judgment and direct any dress code questions to school administration prior to wearing said clothing.

6.10. CONFLICT OF INTEREST

Employees should be careful to avoid a conflict of interest between themselves and the school(s), its students, suppliers, stakeholders, etc. If an employee finds him or herself in a situation that may be a conflict or may give the appearance of a conflict of interest the employee should immediately notify the Principals and the Director of Operations. All inquiries will be kept confidential unless in violation of Federal or State law.

A conflict of interest can be described as:

- Engaging in business to benefit stakeholders directly or indirectly.
- Using confidential information of the school, their suppliers, or their stakeholders for their own advancement or on behalf of another.
- Using inside information for personal profit or disclosing such information to outsiders.
- Using the school's funds, proprietary information, or employer property for personal use.
- Exploiting a relationship developed in the course of business for personal benefit or for the benefit of another.
- Accepting special favors or gifts.
- Lending or borrowing money or goods from a supplier.
- Performing services for a supplier or a customer as an independent contractor whether or not remuneration is to be provided.
- Working any second job that conflicts with the interest of the employer or interferes with the employee's fitness for duty.

If a conflict of interest exists, that conflict should be disclosed immediately to the employee's supervisor and will then be reported directly to the Board of Directors.

When it is found that a conflict of interest does exist, employees will no longer be allowed to participate in matters of significance with regards to the conflict.

Documentation will be placed in each employee file with regards to the conflict for future reference.

6.11. FRATERNIZATION

GT recognizes that employees may develop personal relationships in the course of their employment. However, in an effort to prevent favoritism, morale problems, disputes or misunderstandings, and potential sexual harassment claims, **supervisors are not permitted to date or engage in sexual relationships with subordinate employees.**

Violation of this policy may result in discipline, including termination. **Furthermore, co-workers are**



discouraged from dating or pursuing romantic or sexual relationships with each other. Employees that are involved in a relationship should disclose their relationship to the Principals and the Director of Operations to ensure that no conflict of interest exists within job descriptions.

6.12. NEPOTISM

GT maintains a policy of limiting spouses and other related family members from working in the same department, division or facility based on reasons of supervision, safety, security, and morale. For the purposes of this policy, relatives are defined as spouses, children, siblings, parents, or other family members related by marriage.

In the event an exception is made, relatives may be hired if the people involved will not work in a direct supervisory relationship and the employment will not pose difficulty for supervision, security, safety or morale. Exceptions to this policy must be approved by the Board of Trustees.

Current employees who marry will be permitted to continue employment provided they do not work in a direct supervisory relationship and the employment will not pose difficulty for supervision, security, safety or morale. If employees are in a supervisory relationship, we will attempt to reassign one of the employees to a position that he or she is qualified for. If no such position is available, one of the employees may be required to leave employment.

Confidential information may never be shared among family members. Confidential information includes, without limitation, "know how", trade secrets, operational methods, curriculum development, research projects, student records and any other business affairs not known to the public.

6.13. EMPLOYMENT OUTSIDE OF WORK

GT prohibits outside employment (including self-employment) that conflicts with employment at GT, impacts the Employee's work performance or schedule, or affects the business interests. Employees must contact the Principals prior to engaging in any outside employment.

6.14. SOLICITATION

Approaching fellow employees in the workplace regarding outside activities, organizations or causes, regardless of how worthwhile, important or benevolent, can create unnecessary apprehension and pressures for fellow employees. This conduct is, therefore, inappropriate during working hours. GT has established rules, applicable to all employees, to govern solicitation and distribution of written material during working time and entry onto the premises and work areas.

All employees are expected to comply strictly with these rules:

No employee shall solicit support or engage in sales for any cause or organization during his or her working time or during the working time of the employee or employees at whom the activity is directed.

No employee shall distribute or circulate any written or printed material - other than printed materials used to perform their job responsibilities - in work areas at any time, during his or her working time, or during the working time of the employee or employees at whom the activity is directed.

Under no circumstances will non-employees be permitted to solicit, distribute written material, or promote support or sales for any purpose on organization property.

Employees may not solicit gifts or other forms of personal gain from stakeholders, as this creates a conflict of interest.



As used in this policy, "working time" includes all time for which an employee is paid or is scheduled to be performing services. It does not include break periods, meal periods or periods in which an employee is not or is not scheduled to be performing services or work.

Bulletin boards on employee property are to be used for official purposes only to notify employees about information approved in advance by management. Only those management employees as designated by the employer, may post material on, or remove material from bulletin boards.

6.15. STAFF AND COMMUNITY RELATIONSHIPS

The success of our entity depends on the quality of relationships between employees, students, parents, and the general public. No matter what your position, you are GT's ambassador and will help to create the community's perception of us. The more goodwill you promote, the more our students, their families and community members will respect GT.

Below are several things you can do to help create a strong community relationship and be one of the building blocks for our continued success.

Deal with parents, students and community members in a courteous and respectful manner.

Always Communicate clearly and respectfully with all stakeholders.

Follow up on requests promptly, provide businesslike replies to inquiries and requests and perform all duties in an orderly manner.

Involve parents and community members in the governance and activities of the school, including keeping parents involved in their child's education.

Be committed to raising the academic achievement of all children.

Take considerable pride in your work and enjoy doing your absolute best.

6.16. COMMUNICATIONS

Successful working conditions and relationships depend upon successful communication. Not only do you need to stay aware of changes in procedures, policies and general information, but you also need to communicate your ideas, suggestions, personal goals or problems as they affect your work and our mission.

In addition to the exchanges of information and expressions of ideas and attitudes which occur daily, make certain you are aware of and utilize all GT methods of communication, including this Employee Manual, bulletin boards, discussions with the leaders, memoranda, staff meetings, newsletters, training sessions, and e-mail and intranet correspondence. We are stronger when we work as a team and share information.

While we encourage you to communicate effectively with stakeholders in the work community, we also caution you to be mindful of what you are sharing. Confidential information should remain that way. Please think through sharing material about GT in the outside community to ensure that it is appropriate given the circumstances.



6.17. MEDIA RELATIONS

Any and all media requests or contacts must be referred to the principal or his or her designee. Information is not to be given to the media by any unauthorized employee. The Principals or his or her designee will designate employees who are authorized to speak with the media. In the event the media makes contact, the employee should inform the media that GT intends to be cooperative but will need to have the appropriate person return their call. Please do not indicate that we have "no comment" unless you have been directed to do so by the principals or his or her designee.

When contacted, request the name, phone number and the name of the media organization represented. The employee should contact the principal or his or her designee immediately so that prompt return contact can be made.

Additionally, it is expected that if employees are at an event or outing, whether personal or professional, and the media are present, that employee should behave in a professional manner.

6.18. ELECTRONIC COMMUNICATIONS

GT provides computers, electronic data storage, internet services, email, and voice mail communications systems as important tools to support employees in performing their job responsibilities. It is the duty of every employee to ensure the communication systems are used primarily for business purposes only and in a fashion that does not improperly disclose confidential, sensitive or proprietary information to unauthorized individuals.

Any information generated by the employee's use of the employer's communications systems, including correspondence, constitutes employer property. By using the employer's communication systems, you consent to the employer's right to intercept, access, monitor, use and disclose, at any time for any purpose, all contents accessed, created, transmitted, received, or stored on or via its communications systems.

The communication systems are to be used primarily for business-related purposes. Any unauthorized use of the communication systems is strictly prohibited.

Unauthorized use includes, but is not limited to:

- Any communications or use that violates the non-solicitation, equal employment opportunity, harassment, or non-retaliation policies or any other policy or procedure.
- Utilizing or accessing the communication systems without proper authorization.
- Disabling or otherwise interfering with the communication security or data protections systems, including but not limited to physical abuse.
- Using the communication system to disclose confidential, sensitive, or proprietary information to unauthorized individuals.
- Using the communications systems in a manner that incurs damage or unauthorized costs for the employer.

GTH reserves the right to monitor, audit, access, disclose and/or review any use of its communication system in its sole discretion, in the ordinary course of business. Employees should not consider the communications systems to be private.

During the course of employment, employees may be provided with passwords, entry codes and/or access to the communication systems. Employees are strictly prohibited from disclosing these



passwords, or entry codes to any person without prior written authorization. Employees are forbidden from providing any unauthorized individuals with access to the communication systems without prior proper authorization.

Employees are prohibited from establishing intranet, Internet, or other data connections without prior written authorization.

The electronic mail system is not to be used to create any messages which are threatening, intimidating or harassing in nature or that would otherwise violate the employer's policies against discrimination, harassment or hostility on the account of age, race, religion, sex, ethnicity, nationality, disability or other protected class, status or characteristics.

In addition, the electronic mail system shall not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information or similar materials without prior authorization.

GT has the right to, but does not regularly, monitor voice mail or electronic mail messages. We will, however, inspect the contents of computers, voice mail or electronic mail during an investigation triggered by indications of unacceptable behavior or as necessary to locate needed information that is not more readily available by some other less intrusive means.

6.19. SOCIAL NETWORKING

GTH recognizes the value of networking and staying connected with friends, family, colleagues and professional contacts. As a part of professional development, it is important to stay connected and network with people who have similar interests.

It is important to understand the appropriate use of such technology as an employee of GT. "Social Media" is an umbrella term that defines the various activities that integrate technology, social interaction, and the construction of words, pictures, videos and audio, and includes blogs, Facebook, Twitter, LinkedIn, Myspace and similar tools. The absence of, or lack of, explicit reference to a specific social networking tool does not limit the extent of the application of this policy.

This policy is not intended to restrict the flow of useful and appropriate information but is instead designed to protect GT from the unauthorized disclosure of information and to otherwise protect the employer, its employees and visitors from any harm that might result through employee misuse of social media.

If you choose to identify yourself as an employee on your website, social networking site, or other social media, you are expected to also make clear that you are not authorized to speak on behalf of the employer, and that the views you express are yours alone and do not necessarily reflect GT's views. This may be accomplished by posting the following disclaimer in an "About Me" section of your social networking profile - "I am not authorized to speak on behalf of GT and the views expressed on this site are mine alone and do not necessarily reflect the views of my employer."

Be respectful and do not post or display comments or content about coworkers, supervisors or other staff or management members that are obscene, vulgar, threatening, intimidating or harassing in nature, or in a way that would otherwise violate policies against discrimination, harassment or hostility on account of age, race, religion, sex, ethnicity, nationality, disability or other protected class, status or characteristics.

Maintain confidentiality in regard to all confidential information. Do not post internal reports, communications, policies, procedures, or other business-related confidential communications.



Employees may not provide references for other current or former employees on social media. In accordance with our policy on employment verification and references, only the principal or his or her designee may verify employment or provide references for a current or former employee.

Employees may not post the logo, trademark, product photos or other trademarked materials on social media for commercial or other use, other than those protected by the National Labor Relations Act.

Information regarding an applicant's/employee's protected status(es) learned through social media or any other forum will not be considered in hiring or other employment decisions.

Employees are cautioned that they should have no expectation of privacy while using social media as postings may be viewed by anyone, including GT.

If you see unfavorable opinions, negative comments or criticism about services posted by third parties, do not try to have the post removed or send a reply on behalf of GT. Instead, you may forward this information to the principal or his or her designee.

GTH does not condone staff maintaining social networking affiliations with scholars until any work-related affiliation is more than one year in the past.

If you become aware of a violation of this policy by another employee, you are expected to promptly report it to the principal or his or her designee.

Nothing in this policy is intended to, nor will it be interpreted to, limit or interfere with an employee's rights under Section 7 of the National Labor Relations Act or other applicable labor laws or regulations.

6.20. COPYRIGHTS

Copyrights, payments and/or royalties that occur as a result of a project of any employee or employees of this organization remain the property of the organization. The Board of Trustees may assign copyrights, royalties or other payments to the author or authors or project participants.

6.21. MISUSE OF SOFTWARE LICENSURE

GT does not condone the illegal duplication of software. The copyright law is clear. The copyright holder is given certain exclusive rights, including the right to make and distribute copies. Title 17 of the U.S. Code states that "it is illegal to make or distribute copies of copyrighted material without authorization". The only exception is the users' right to make a backup copy for archival purposes.

The law protects the exclusive rights of the copyright holder and does not give users the right to copy software unless the manufacturer does not provide a backup copy.

Unauthorized duplication of software is a federal crime. Penalties include fines up to and including \$250,000, and jail terms of up to five (5) years.

Even the users of unlawful copies suffer from their own illegal actions. They receive no documentation, no customer support, and no information about product updates.

GT licenses the use of computer software from a variety of outside companies. We do not own this software or its related documentation and unless authorized by the software manufacturer, do not have the right to reproduce it. Regarding use on local area networks or on multiple machines, employees shall use the software only in accordance with the software publisher's license agreement.



Employees that learn of any misuse of software or related documentation must notify the principals or his or her designee immediately.

According to the U.S. Copyright Law, illegal reproduction of software can be subject to civil damages and criminal penalties, including fines and imprisonment. Employees who make, acquire or use unauthorized copies of computer software shall be disciplined as appropriate under the circumstances. Such discipline may include termination.

6.22. INVESTIGATIONS OF CURRENT EMPLOYEES

GT may occasionally find it necessary to investigate current employees, where behavior or other relevant circumstances raise questions concerning, for example, work performance, reliability, honesty, trustworthiness, or potential threat to the safety of coworkers or others.

Employee investigations may, where appropriate, include credit reports and investigations of criminal convictions. In the event that a background check is conducted, the organization will comply with the Federal Fair Credit Reporting Act and applicable state laws, including providing the employee with any required notices and forms. Employees subject to an investigation are required to cooperate with the lawful efforts to obtain relevant information.

6.23. CRIMINAL CHARGES

Employees are required to notify the principals or his or her designee immediately of being arraigned for or charged with any crime. In the event you are charged with or arraigned, failure to report may result in termination of employment. Conviction of crimes that are directly related to the sort of work that you do here at GTH may result in suspension or termination of employment. All reported information will be maintained confidentially to the extent reasonably possible and subject to applicable law.

6.24. PERSONAL USE OF EMPLOYER PROPERTY

In some instances, employees may be allowed to borrow certain equipment for their own personal use while on our premises. In no instance may this be done off our premises, or without prior approval. You understand and agree that GT is not liable for personal injury incurred during the use of school property for personal projects. As an employee, you accept full responsibility for any and all liabilities for injuries or losses that occur, or for the malfunction of equipment. You are responsible for returning the equipment in good condition, and you agree that you are required to pay for any damages that occur while using the equipment for personal projects.

6.25. USE OF VEHICLES

All Employees authorized to drive for work purposes, must possess a current, valid driver's license and have an acceptable driving record. In the event that the license status, insurance status or driving record of any Employee whose job responsibilities include driving becomes unacceptable to management or our insurance carrier, the employee may be restricted from driving, reassigned, suspended or discharged, at management's discretion.

Driving students is strongly discouraged and may only be done with a parent's permission.

An employee who is authorized and transports a student in his or her personal vehicle for any reason accepts full financial responsibility for any liability and/or legal repercussions that may arise as a result of



the transportation. The school's insurance will not cover any loss or claim that may occur while an employee is transporting a student.

7. DIVERSITY, DISCRIMINATION, AND HARASSMENT

7.1. SCOPE OF COVERAGE

This policy covers all individuals in the workplace. GT strictly prohibits unlawful harassment or discrimination, whether by employees, supervisors, administration and other non-employees who conduct business with GT.

7.2. DIVERSITY

GT is committed to fostering, cultivating and preserving a culture of diversity and inclusion. Our employees are the most valuable assets we have. The collective sum of the individual differences, life experiences, knowledge, inventiveness, innovation, self-expression, unique capabilities and talent that our employees invest in their work represents a significant part of not only our culture, but our reputation and achievement as well.

We embrace and encourage our employees' differences in age, color, disability, ethnicity, family or marital status, gender, gender identity or expression, language, national origin, physical and mental ability, political affiliation, race, religion, sexual orientation, socio-economic status, veteran status and other characteristics that make our employees unique.

GT's diversity initiatives are applicable, but not limited, to our practices and policies on recruitment, compensation, benefits, professional development, training, promotions, transfers, layoffs, terminations, and the ongoing development of a work environment built on the premise of gender and diversity equity that encourages and enforces:

- Respectful communication and cooperation between all employees.
- Teamwork and employee participation, permitting the representation of all groups and employee perspectives.
- Employer and employee contributions to the communities we serve to promote a greater understanding and respect for diversity.

All employees of GT have a responsibility to treat others with dignity and respect at all times. All employees are expected to exhibit conduct that reflects inclusion during work, at work functions on or off the work site, and at all other work sponsored and participative events.

Employees who believe they have been subjected to any kind of discrimination that conflicts with this policy and initiatives should seek assistance from a supervisor or a member of the Board of Trustees.

7.3. HARASSMENT AND DISCRIMINATION

GT strives to create and maintain a work environment in which people are treated with dignity, decency and respect. The environment of the workplace should be characterized by mutual trust and the absence of intimidation, oppression and exploitation. Employees should be able to work and learn in a safe yet stimulating atmosphere.



GT forbids discrimination against employees with regards to employment opportunities, benefits or privileges, work conditions or evaluative standards in employment on the basis of race, color, religion, creed, national origin, citizenship, age, sex, marital status, sexual orientation, veteran status, disability, predisposing genetic characteristics, domestic violence victim status or any classification protected by applicable law.

GT prohibits harassment of any employee on account of that employee's race, color, religion, national origin, gender, age, marital status, sexual orientation, disability, genetic information, predisposition or carrier status, military status, domestic violence victim status or any other classification protected by applicable law. Prohibited harassment includes behaviors such as:

- Verbal or physical conduct designed to threaten, intimidate or coerce
- Verbal conduct such as epithets, derogatory comments or slurs
- Conduct that impairs an employee's ability to perform his or her job
- Physical conduct such as assault, unwanted touching or blocking normal movement
- Retaliation for reporting harassment or threatening to report harassment
- Sexual harassment, which is described in more detail in the following subsection.

This policy prohibits not only behavior that constitutes unlawful harassment, but also other inappropriate or unprofessional behavior that may reasonably be considered offensive or otherwise inappropriate. Such behavior will be subject to disciplinary action, up to and including termination of employment.

7.4. SEXUAL HARASSMENT

GT is committed to maintaining a workplace free from harassment and discrimination. Sexual harassment is a form of workplace discrimination that subjects an employee to inferior conditions of employment due to their gender, gender identity, gender expression (perceived or actual), and/or sexual orientation. Sexual harassment is often viewed simply as a form of gender-based discrimination, but *GT* recognizes that discrimination can be related to or affected by other identities beyond gender. Under the New York State Human Rights Law, it is illegal to discriminate based on sex, sexual orientation, gender identity or expression, age, race, creed, color, national origin, military status, disability, predisposing genetic characteristics, familial status, marital status, criminal history, or status as a victim of domestic violence. Our different identities impact our understanding of the world and how others perceive us. For example, an individual's race, ability, or immigration status may impact their experience with gender discrimination in the workplace. While this policy is focused on sexual harassment and gender discrimination, the methods for reporting and investigating discrimination based on other protected identities are the same. The purpose of this policy is to teach employees to recognize discrimination, including discrimination due to an individual's intersecting identities, and provide the tools to take action when it occurs. All employees, managers, and supervisors are required to work in a manner designed to prevent sexual harassment and discrimination in the workplace. This policy is one component of GT's commitment to a discrimination-free work environment.

Goals of this Policy:

Sexual harassment and discrimination are against the law. After reading this policy, employees will understand their right to a workplace free from harassment. Employees will also learn what harassment and discrimination look like, what actions they can take to prevent and report harassment, and how they are protected from retaliation after taking action. The policy will also explain the investigation process into any claims of harassment. Employees are encouraged to report sexual harassment or discrimination by filing a complaint internally with GT. Employees can also file a complaint with a government



agency or in court under federal, state, or local anti discrimination laws. To file an employment complaint with the New York State Division of Human Rights, please visit <https://dhr.ny.gov/complaint>. To file a complaint with the United States Equal Employment Opportunity Commission, please visit <https://www.eeoc.gov/filing-charge-discrimination>.

Sexual Harassment and Discrimination Prevention Policy:

1. GT's policy applies to all employees, applicants for employment, and interns, whether paid or unpaid. The policy also applies to additional covered individuals. It applies to anyone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or anyone providing services in our workplace. These individuals include persons commonly referred to as independent contractors, gig workers, and temporary workers. Also included are persons providing equipment repair, cleaning services, or any other services through a contract with GT. For the remainder of this policy, we will use the term "covered individual" to refer to these individuals who are not direct employees of the company.
2. Sexual harassment is unacceptable. Any employee or covered individual who engages in sexual harassment, discrimination, or retaliation will be subject to action, including appropriate discipline for employees. In New York, harassment does not need to be severe or pervasive to be illegal. Employees and covered individuals should not feel discouraged from reporting harassment because they do not believe it is bad enough, or conversely because they do not want to see a colleague fired over less severe behavior. Just as harassment can happen in different degrees, potential discipline for engaging in sexual harassment will depend on the degree of harassment and might include education and counseling. It may lead to suspension or termination when appropriate.
3. Retaliation is prohibited. Any employee or covered individual that reports an incident of sexual harassment or discrimination, provides information, or otherwise assists in any investigation of a sexual harassment or discrimination complaint is protected from retaliation. No one should fear reporting sexual harassment if they believe it has occurred. So long as a person reasonably believes that they have witnessed or experienced such behavior, they are protected from retaliation. Any employee of GT who retaliates against anyone involved in a sexual harassment or discrimination investigation will face disciplinary action, up to and including termination. All employees and covered individuals working in the workplace who believe they have been subject to such retaliation should inform a supervisor, manager, or the Principal. All employees and covered individuals who believe they have been a target of such retaliation may also seek relief from government agencies, as explained below in the section on [Legal Protections](#).
4. Discrimination of any kind, including sexual harassment, is a violation of our policies, is unlawful, and may subject GT to liability for the harm experienced by targets of discrimination. Harassers may also be individually subject to liability and employers or supervisors who fail to report or act on harassment may be liable for aiding and abetting such behavior. Employees at every level who engage in harassment or discrimination, including managers and supervisors who engage in harassment or discrimination or who allow such behavior to continue, will be penalized for such misconduct.
5. GT will conduct a prompt and thorough investigation that is fair to all parties. An investigation will happen whenever management receives a complaint about discrimination or sexual harassment, or when it otherwise knows of possible discrimination or sexual harassment occurring. GT will keep the investigation confidential to the extent possible. If an investigation ends with the finding that discrimination or sexual harassment occurred, GT will act as



required. In addition to any required discipline, GT will also take steps to ensure a safe work environment for the employee(s) who experienced the discrimination or harassment. All employees, including managers and supervisors, are required to cooperate with any internal investigation of discrimination or sexual harassment.

6. All employees and covered individuals are encouraged to report any harassment or behaviors that violate this policy. All employees will have access to a complaint form to report harassment and file complaints. Use of this form is not required. For anyone who would rather make a complaint verbally, or by email, these complaints will be treated with equal priority. An employee or covered individual who prefers not to report harassment to their manager or employer may instead report harassment to the New York State Division of Human Rights and/or the United States Equal Employment Opportunity Commission. Complaints may be made to both the employer and a government agency.

Managers and supervisors are **required** to report any complaint that they receive, or any harassment that they observe or become aware of, to management.

7. This policy applies to all employees and covered individuals, such as contractors, subcontractors, vendors, consultants, or anyone providing services in the workplace, and all must follow and uphold this policy. This policy must be provided to all employees in person or digitally through email upon hiring and will be posted prominently in all work locations. For those offices operating remotely, in addition to sending the policy through email, it will also be available on the organization's shared network.

What Is Sexual Harassment?

Sexual harassment is a form of gender-based discrimination that is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity, and the status of being transgender. Sexual harassment is not limited to sexual contact, touching, or expressions of a sexually suggestive nature. Sexual harassment includes all forms of gender discrimination including gender role stereotyping and treating employees differently because of their gender.

Understanding gender diversity is essential to recognizing sexual harassment because discrimination based on sex stereotypes, gender expression and perceived identity are all forms of sexual harassment. The gender spectrum is nuanced, but the three most common ways people identify as cisgender, transgender, and non-binary. A cisgender person is someone whose gender aligns with the sex they were assigned at birth. Generally, this gender will align with the binary of male or female. A transgender person is someone whose gender is different from the sex they were assigned at birth. A non-binary person does not identify exclusively as a man or a woman. They might identify as both, somewhere in between, or completely outside the gender binary. Some may identify as transgender, but not all do. Respecting an individual's gender identity is a necessary first step in establishing a safe workplace.

Sexual harassment is unlawful when it subjects an individual to inferior terms, conditions, or privileges of employment. Harassment does not need to be severe or pervasive to be illegal. It can be any harassing behavior that rises above petty slights or trivial inconveniences. Every instance of harassment is unique to those experiencing it, and there is no single boundary between petty slights and harassing behavior. However, the Human Rights Law specifies that whether harassing conduct is considered petty or trivial is to be viewed from the standpoint of a reasonable victim of discrimination with the same protected characteristics. Generally, any behavior in which an employee or covered individual is treated worse



because of their gender (perceived or actual), sexual orientation, or gender expression is considered a violation of GT's policy. The intent of the behavior, for example, making a joke, does not neutralize a harassment claim. Not intending to harass is not a defense. The impact of the behavior on a person is what counts. Sexual harassment includes any unwelcome conduct which is either directed at an individual because of that individual's gender identity or expression (perceived or actual), or is of a sexual nature when:

- The purpose or effect of this behavior unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment. The impacted person does not need to be the intended target of the sexual harassment;
- Employment depends implicitly or explicitly on accepting such unwelcome behavior; or
- Decisions regarding an individual's employment are based on an individual's acceptance to or rejection of such behavior. Such decisions can include what shifts and how many hours an employee might work, project assignments, as well as salary and promotion decisions.

There are two main types of sexual harassment:

- Behaviors that contribute to a **hostile work environment** include, but are not limited to, words, signs, jokes, pranks, intimidation, or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex, gender identity, or gender expression. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory, or discriminatory statements which an employee finds offensive or objectionable, causes an employee discomfort or humiliation, or interferes with the employee's job performance.
- Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions, or privileges of employment. This is also called **quid pro quo** harassment.

Any employee or covered individual who feels harassed is encouraged to report the behavior so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be discrimination and is covered by this policy.

Examples of Sexual Harassment

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited. **This list is just a sample of behaviors and should not be considered exhaustive.** Any employee who believes they have experienced sexual harassment, even if it does not appear on this list, should feel encouraged to report it:

- Physical acts of a sexual nature, such as:
 - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body, or poking another employee's body; or
 - Rape, sexual battery, molestation, or attempts to commit these assaults, which may be considered criminal conduct outside the scope of this policy (please contact local law enforcement if you wish to pursue criminal charges).
- Unwanted sexual comments, advances, or propositions, such as:



- Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion, or other job benefits;
 - This can include sexual advances/pressure placed on a service industry employee by customers or clients, especially those industries where hospitality and tips are essential to the customer/employee relationship;
- Subtle or obvious pressure for unwelcome sexual activities; or
- Repeated requests for dates or romantic gestures, including gift-giving.
- Sexually oriented gestures, noises, remarks or jokes, or questions and comments about a person's sexuality, sexual experience, or romantic history which create a hostile work environment. This is not limited to interactions in person. Remarks made over virtual platforms and in messaging apps when employees are working remotely can create a similarly hostile work environment.
- Sex stereotyping, which occurs when someone's conduct or personality traits are judged based on other people's ideas or perceptions about how individuals of a particular sex should act or look:
 - Remarks regarding an employee's gender expression, such as wearing a garment typically associated with a different gender identity; or
 - Asking employees to take on traditionally gendered roles, such as asking a woman to serve meeting refreshments when it is not part of, or appropriate to, her job duties.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
 - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials, or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace;
 - This also extends to the virtual or remote workspace and can include having such materials visible in the background of one's home during a virtual meeting.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity, or gender expression, such as:
 - Interfering with, destroying, or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
 - Sabotaging an individual's work;
 - Bullying, yelling, or name-calling;
 - Intentional misuse of an individual's preferred pronouns; or
 - Creating different expectations for individuals based on their perceived identities:
 - Dress codes that place more emphasis on women's attire;
 - Leaving parents/caregivers out of meetings.

Who Can be a Target of Sexual Harassment?

Sexual harassment can occur between any individuals, regardless of their sex or gender. Harassment does not have to be between members of the opposite sex or gender. New York Law protects employees and all covered individuals described earlier in the policy. **Harassers can be anyone in the workplace.** A supervisor, a supervisee, or a coworker can all be harassers. Anyone else in the workplace can also be harassers including an independent contractor, contract worker, vendor, client, customer, patient, constituent, or visitor.



Sexual harassment does not happen in a vacuum and discrimination experienced by an employee can be impacted by biases and identities beyond an individual's gender. For example: Placing different demands or expectations on black women employees than white women employees can be both racial and gender discrimination;

- An individual's immigration status may lead to perceptions of vulnerability and increased concerns around illegal retaliation for reporting sexual harassment; or
- Past experiences as a survivor of domestic or sexual violence may lead an individual to feel re-traumatized by someone's behaviors in the workplace.

Individuals bring personal history with them to the workplace that might impact how they interact with certain behavior. It is especially important for all employees to be aware of how words or actions might impact someone with a different experience than their own in the interest of creating a safe and equitable workplace.

Where Can Sexual Harassment Occur?

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business or at employer or industry sponsored events or parties. Calls, texts, emails, and social media usage by employees or covered individuals can constitute unlawful workplace harassment, even if they occur away from the workplace premises, on personal devices, or during non-work hours.

Sexual harassment can occur when employees are working remotely from home as well. Any behaviors outlined above that leave an employee feeling uncomfortable, humiliated, or unable to meet their job requirements constitute harassment even if the employee or covered individual is at home when the harassment occurs. Harassment can happen on virtual meeting platforms, in messaging apps, and after working hours between personal cell phones.

Retaliation

Retaliation is unlawful and is any action by an employer or supervisor that punishes an individual upon learning of a harassment claim, that seeks to discourage a worker or covered individual from making a formal complaint or supporting a sexual harassment or discrimination claim, or that punishes those who have come forward. These actions need not be job-related or occur in the workplace to constitute unlawful retaliation. For example, threats of physical violence outside of work hours or disparaging someone on social media would be covered as retaliation under this policy.

Examples of retaliation may include, but are not limited to:

- Demotion, termination, denying accommodations, reduced hours, or the assignment of less desirable shifts;
- Publicly releasing personnel files;
- Refusing to provide a reference or providing an unwarranted negative reference;
- Labeling an employee as "difficult" and excluding them from projects to avoid "drama";
- Undermining an individual's immigration status; or
- Reducing work responsibilities, passing over for a promotion, or moving an individual's desk to a less desirable office location.

Such retaliation is unlawful under federal, state, and (where applicable) local law. The New York State Human Rights Law protects any individual who has engaged in "protected activity." Protected activity occurs when a person has:

- Made a complaint of sexual harassment or discrimination, either internally or with



any government agency;

- Testified or assisted in a proceeding involving sexual harassment or discrimination under the Human Rights Law or any other anti-discrimination law;
- Opposed sexual harassment or discrimination by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of suspected harassment;
- Reported that another employee has been sexually harassed or discriminated against; or
- Encouraged a fellow employee to report harassment.

Even if the alleged harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of harassment.

Reporting Sexual Harassment

Everyone must work toward preventing sexual harassment, but leadership matters. Supervisors and managers have a special responsibility to make sure employees feel safe at work and that workplaces are free from harassment and discrimination. Any employee or covered individual is encouraged to report harassing or discriminatory behavior to a director of Operations or the Principals. Anyone who witnesses or becomes aware of potential instances of sexual harassment should report such behavior to the Director of Operations or the Principals.

Reports of sexual harassment may be made verbally or in writing. A written complaint form is attached to this policy if an employee would like to use it, but the complaint form is not required. Employees who are reporting sexual harassment on behalf of other employees may use the complaint form and should note that it is on another employee's behalf. A verbal or otherwise written complaint (such as an email) on behalf of oneself or another employee is also acceptable.

Employees and covered individuals who believe they have been a target of sexual harassment may at any time seek assistance in additional available forums, as explained below in the section on [Legal Protections](#).

Supervisory Responsibilities

Supervisors and managers have a responsibility to prevent sexual harassment and discrimination. All supervisors and managers who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing or discriminatory behavior, or for any reason suspect that sexual harassment or discrimination is occurring, are required to report such suspected sexual harassment to the Director of Operations or Principals. Managers and supervisors should not be passive and wait for an employee to make a claim of harassment. If they observe such behavior, they must act.

Supervisors and managers can be disciplined if they engage in sexually harassing or discriminatory behavior themselves. Supervisors and managers can also be disciplined for failing to report suspected sexual harassment or allowing sexual harassment to continue after they know about it. Supervisors and managers will also be subject to discipline for engaging in any retaliation. While supervisors and managers have a responsibility to report harassment and discrimination, supervisors and managers must be mindful of the impact that harassment and a subsequent investigation has on victims. Being identified as a possible victim of harassment and questioned about harassment and discrimination can be intimidating, uncomfortable and re-traumatizing for individuals. Supervisors and

managers must accommodate the needs of individuals who have experienced harassment to ensure the workplace is safe, supportive, and free from retaliation for them during and after any investigation.

Bystander Intervention

Any employee witnessing harassment as a bystander is encouraged to report it. A supervisor or manager that is a bystander to harassment is **required** to report it. There are five standard methods of bystander intervention that can be used when anyone witnesses harassment or discrimination and wants to help.

1. A bystander can interrupt the harassment by engaging with the individual being harassed and distracting them from the harassing behavior;
2. A bystander who feels unsafe interrupting on their own can ask a third party to help intervene in the harassment;
3. A bystander can record or take notes on the harassment incident to benefit a future investigation;
4. A bystander might check in with the person who has been harassed after the incident, see how they are feeling and let them know the behavior was not ok; and
5. If a bystander feels safe, they can confront the harassers and name the behavior as inappropriate. When confronting harassment, physically assaulting an individual is never an appropriate response.

Though not exhaustive, and dependent on the circumstances, the guidelines above can serve as a brief guide of how to react when witnessing harassment in the workplace. Any employee witnessing harassment as a bystander is encouraged to report it. A supervisor or manager that is a bystander to harassment is required to report it.

Complaints and Investigations of Sexual Harassment

All complaints or information about sexual harassment will be investigated, whether that information was reported in verbal or written form. An investigation of any complaint, information, or knowledge of suspected sexual harassment will be prompt, thorough, and started and completed as soon as possible. The investigation will be kept confidential to the extent possible. All individuals involved, including those making a harassment claim, witnesses, and alleged harassers deserve a fair and impartial investigation.

Any employee may be required to cooperate as needed in an investigation of suspected sexual harassment. GT will take disciplinary action against anyone engaging in retaliation against employees who file complaints, support another's complaint, or participate in harassment investigations.

GT recognizes that participating in a harassment investigation can be uncomfortable and has the potential to retraumatize an employee. Those receiving claims and leading investigations will handle complaints and questions with sensitivity toward those participating.

While the process may vary from case to case, investigations will be done in accordance with the following steps. Upon receipt of a complaint, the Director of Operations or Principals:

1. Will conduct a prompt review of the allegations, assess the appropriate scope of the investigation, and take any interim actions (for example, instructing the individual(s) about whom the complaint was made to refrain from communications with the individual(s) who reported the harassment), as appropriate. If a complaint is verbal, request that the individual completes the complaint form in writing. If the person reporting prefers not to fill out the form,



the Director of Operations or Principals will prepare a complaint form or equivalent documentation based on the verbal reporting;

2. Will take steps to obtain, review, and preserve documents sufficient to assess the allegations, including documents, emails or phone records that may be relevant to the investigation. The Director of Operations and Principals will consider and implement appropriate document request, review, and preservation measures, including for electronic communications;
3. Will seek to interview all parties involved, including any relevant witnesses;
4. Will create a written documentation of the investigation (such as a letter, memo or email), which contains the following:
 - a. A list of all documents reviewed, along with a detailed summary of relevant documents;
 - b. A list of names of those interviewed, along with a detailed summary of their statements;
 - c. A timeline of events;
 - d. A summary of any prior relevant incidents disclosed in the investigation, reported or unreported; and
 - e. The basis for the decision and final resolution of the complaint, together with any corrective action(s).
5. Will keep the written documentation and associated documents in a secure and confidential location;
6. Will promptly notify the individual(s) who reported the harassment and the individual(s) about whom the complaint was made that the investigation has been completed and implement any corrective actions identified in the written document; and
7. Will inform the individual(s) who reported of the right to file a complaint or charge externally as outlined in the next section.

Legal Protections and External Remedies

Sexual harassment is not only prohibited by GT, but it is also prohibited by state, federal, and, where applicable, local law.

The internal process outlined in the policy above is one way for employees to report sexual harassment. Employees and covered individuals may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, you may also seek the legal advice of an attorney.

New York State Division of Human Rights:

The New York State Human Rights Law (HRL), N.Y. Executive Law, art. 15, § 290 *et seq.*, applies to all employers in New York State and protects employees and covered individuals, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the New York State Division of Human Rights (DHR) or in New York State Supreme Court.

Complaints of sexual harassment filed with DHR may be submitted any time **within three years** of the harassment. If an individual does not file a complaint with DHR, they can bring a lawsuit directly in state court under the Human Rights Law, **within three years** of the alleged sexual harassment. An individual may not file with DHR if they have already filed a HRL complaint in state court.



Complaining internally to GT does not extend your time to file with DHR or in court. The three years are counted from the date of the most recent incident of harassment.

You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate your complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases receive a public hearing before an administrative law judge. If sexual harassment is found at the hearing, DHR has the power to award relief. Relief varies but it may include requiring your employer to take action to stop the harassment, or repair the damage caused by the harassment, including paying of monetary damages, punitive damages, attorney's fees, and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. You may call (718) 741-8400 or visit: www.dhr.ny.gov.

Go to dhr.ny.gov/complaint for more information about filing a complaint with DHR. The website has a digital complaint process that can be completed on your computer or mobile device from start to finish. The website has a complaint form that can be downloaded, filled out, and mailed to DHR as well as a form that can be submitted online. The website also contains contact information for DHR's regional offices across New York State.

Call the DHR sexual harassment hotline at **1(800) HARASS3** for more information about filing a sexual harassment complaint. This hotline can also provide you with a referral to a volunteer attorney experienced in sexual harassment matters who can provide you with limited free assistance and counsel over the phone.

The United States Equal Employment Opportunity Commission:

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act, 42 U.S.C. § 2000e *et seq.* An individual can file a complaint with the EEOC anytime within 300 days from the most recent incident of harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred. If the EEOC determines that the law may have been violated, the EEOC will try to reach a voluntary settlement with the employer. If the EEOC cannot reach a settlement, the EEOC (or the Department of Justice in certain cases) will decide whether to file a lawsuit. The EEOC will issue a Notice of Right to Sue permitting workers to file a lawsuit in federal court if the EEOC closes the charge, is unable to determine if federal employment discrimination laws may have been violated, or believes that unlawful discrimination occurred by not filing a lawsuit.

Individuals may obtain relief in mediation, settlement or conciliation. In addition, federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An employee alleging discrimination at work can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at www.eeoc.gov or via email at info@eeoc.gov.

If an individual filed an administrative complaint with the New York State Division of Human Rights, DHR will automatically file the complaint with the EEOC to preserve the right to proceed in federal court.



Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city, or town in which they live to find out if such a law exists. For example, employees who work in New York City may file complaints of sexual harassment or discrimination with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 22 Reade Street, 1st Floor, New York, New York; call 311 or (212) 306-7450; or visit www.nyc.gov/html/cchr/html/home/home.shtml.

Contact the Local Police Department

If the harassment involves unwanted physical touching, coerced physical confinement, or coerced sex acts, the conduct may constitute a crime. Those wishing to pursue criminal charges are encouraged to contact their local police department.

Conclusion

The policy outlined above is aimed at providing employees at GT and covered individuals an understanding of their right to a discrimination and harassment free workplace. All employees should feel safe at work. Though the focus of this policy is on sexual harassment and gender discrimination, the New York State Human Rights law protects against discrimination in several protected classes including sex, sexual orientation, gender identity or expression, age, race, creed, color, national origin, military status, disability, pre-disposing genetic characteristics, familial status, marital status, criminal history, or domestic violence survivor status. The prevention policies outlined above should be considered applicable to all protected classes.

7.5. PROTECTION AGAINST RETALIATION

GT encourages employees to express freely, responsibly and in an orderly way, opinions and feelings about any problem or complaint of discrimination, including harassment. Retaliation against persons who oppose a discriminatory practice, make a good faith complaint about harassment or behavior that might constitute harassment, furnish information or participate in any manner in an investigation of such a complaint is strictly prohibited.

Retaliation includes any conduct, whether or not workplace or employment-related, directed at an employee because he or she made a complaint of discrimination or participated in such an investigation, which might deter a reasonable worker from making or supporting a charge of harassment or discrimination. Any such retaliatory act violates this policy and will result in appropriate disciplinary action. Anyone who believes he/she has been subjected to retaliation or who is aware of retaliation directed at another employee is expected to report such to their supervisor, or if not comfortable reporting to their supervisor, to the Board of Trustees.

7.6. WHISTLEBLOWER PROTECTIONS

GT strives to provide an environment that nourishes moral and ethical sensitivities. In keeping with this objective, GT requires that all employees observe the highest standards of business and personal ethics



in the conduct of their duties and responsibilities and that they comply with all applicable laws and regulations.

In accordance with Federal law and as defined in this policy, a whistleblower is an employee who reports an activity that he or she considers to be illegal or dishonest to one or more of the parties specified in this policy. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures.

Some examples but not a complete list of illegal or dishonest activities that are considered to be illegal or dishonest practices include: conduct that is criminal, fraudulent, or violates any federal, state, or local laws including harassment, discrimination or human rights violations, billing for services not performed or for goods not delivered and other fraudulent financial reporting.

If any employee reasonably believes that any policy, practice or activity of GT violates any law, rule, regulation or a clear mandate of public policy or if any employee becomes aware of any illegal or dishonest activity or other misconduct involving the school's financial or business affairs, he or she should promptly report such concern to the Principals or his or her designee or the Chairman of the Board of Trustees. Concerns may be submitted directly by an employee or on an anonymous basis. All communications will be confidential to the extent reasonably possible. However, identity may have to be disclosed in order to conduct a thorough and fair investigation and to comply with applicable law.

This policy is intended to encourage employees to raise concerns for investigation and appropriate action, but employees must exercise sound judgment to avoid baseless allegations. With this goal in mind, no employee who, in good faith, reports a concern shall be subjected to retaliation as a result of that report. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

Employees with any questions regarding this policy should contact the Director of Operations and Principals.



8. EXPLANATION OF BENEFITS

8.1. RESERVATION OF RIGHTS

GT has established a variety of employee benefit programs designed to assist employees.

GT reserves the right to alter the benefits package made available to employees at any time, consistent with applicable laws. Each employee will be notified of any alteration in the benefits package.

If any information contained in this handbook contradicts any of the information contained in the Summary Plan Documents (SPD), or in these master contracts or master plan documents, the SPDs, master contracts, or master plan documents, as the case may be, shall govern in all cases.

8.2. ELIGIBILITY FOR BENEFITS

As a full-time employee you are eligible for all of the benefits offered by GT, provided you meet the eligibility requirements for each particular benefit. Coverage is available to you and your dependents as defined in the benefit explanation materials.

Part-time employees working less than 30 hours per week on a regular basis will be eligible only for those benefits specifically outlined by the school and as required by law.

Temporary employees are not eligible for benefits.

Under the Patient Protection and Affordable Care Act (PPACA), a full-time employee is defined as someone who has on average at least 30 hours of service per week, which equates to 130 hours per month. Under the shared responsibility provisions of the PPACA, large employers must offer full-time employees and their dependents affordable, minimum essential health care coverage.

If GT is uncertain whether an employee will have on average at least 30 hours of service per week or 130 hours per month, we will use a "standard measurement period" of 12 months to make this determination defined by the health insurance plan benefit year. A standard measurement period is a designated period used to ascertain whether an ongoing variable or seasonal employee is full-time and eligible for health care coverage.

8.3. INSURANCE PLANS

GT offers a Section 125 Plan that enables employees to contribute to certain types of benefits through pretax deductions from their wages. The employee's costs for the selected benefits are deducted prior to federal, state, and local income taxes, and prior to deductions for Social Security and Medicare taxes. These benefits are "use it or lose it." Unused amounts at the end of the year will be lost.

The Principals with input from the Directors of Operations and authorization from the Board of Trustees will select insurance plans that the organization will provide to each full-time regular Employee, which may include more than one option of provider or provider network.

Employee deductions for coverage will be required and will vary depending upon the level of coverage selected by the Employee (individual, individual plus spouse, family, etc.). Employee contributions



towards insurance coverage will be withheld automatically from the employee's paycheck, in an amount in accordance with a schedule maintained by the Benefits Administrator and disclosed at hire, during open enrollment and when an employee has a qualifying event. Employees will be required to sign a deduction approval form prior to withholdings being made from the employee's paycheck.

Employees will be presented with summary plan documents at hire, during open enrollment and as requested.

To review insurance and benefit options offered by GT, please contact the Director of Operations to view the summary plan description for each benefit.

Employee questions regarding all insurance plans should be directed to the Director of Operations.

8.4. SHORT TERM DISABILITY INSURANCE

GT provides short-term disability insurance for all eligible employees covered by the employer. Please refer to the summary plan descriptions for more information.

Please see the Director of Operations for information related to this coverage.

8.5. QUALIFYING LIFE EVENT

For plans governed by the rules of Section 125 of the Internal Revenue Code you cannot change your plan elections during a calendar year unless you or your dependent(s) experience a Qualifying Life Event. Please notify the Director of Operations as soon as possible, but no later than 30 days from the date of the event that you will need to make a change to your benefit structure. Documentation of the event will be required in order to process the change.

A Qualifying Life Events as defined by IRS Section 125 include but are not limited to:

- Change in your legal marital status
- Change in your number of tax dependents
- Birth of a child or date you adopt a child, or placement for adoption
- Death of a dependent
- Change in your dependent's eligibility
- Change in employment status that affects eligibility for health insurance benefits

A dependent is anyone you claim on your federal income tax return or someone who jointly files a federal income tax return with you or who is your child under the age of 26. If you or your dependents experience an event, you may enroll or change your current election, however, your requested change must be consistent with the event that prompted the election change.

8.6. UNEMPLOYMENT INSURANCE

GT pays taxes to provide state-mandated income protection for employees in certain circumstances, subject to all applicable federal and state laws, rules and regulations, if they should become unemployed.



8.7. WORKERS' COMPENSATION INSURANCE

Injuries resulting from accidents that occur while performing official duties are covered by Workers' Compensation Insurance. GT will carry all applicable coverage to protect employees as required by law.

Any employee who suffers a work-related injury must report such injury to their supervisor immediately and submit a NYS Workers' Compensation Board Form C-3 to the Director of Operations as soon as possible. The employee must seek medical treatment and follow up care if required. All paperwork will promptly be submitted to the Workers' Compensation Insurance Board. Similarly, employees are expected to complete documentation required for claims in a timely manner.

Any person who knowingly makes or presents a false statement or representation or fails to disclose a material fact for the purpose of influencing any determination regarding the payment of benefits, whether for oneself or for any other person is guilty of a felony.

8.8. RETIREMENT BENEFITS

GT maintains a 401(k) plan for eligible employees. Please contact the Director of Operations to view the Summary Plan Description for more information.

8.9. DECLINATION OF BENEFITS

Any employee who wishes not to accept any of the insurance benefits offered is required to submit a declination at the time of hire and during open enrollment.

8.10. COBRA

If you or your covered dependents lose group health insurance coverage (or of any other benefit that is covered by COBRA as defined by the law) as a result of your termination of employment, reduction in hours of employment, death, divorce or cessation of dependent status (a "qualifying event") each of you is eligible to temporarily continue coverage at your own cost. This continuation is commonly referred to as the Consolidated Omnibus Reconciliation Act or COBRA Benefits. Please notify the Director of Operations within 60 days of a qualifying event that involves birth, death, divorce, or cessation of dependent status. You will be notified of your rights to receive COBRA benefits at the time of the qualifying event and will have 60 days to elect coverage. Please refer to the "General Notice of COBRA Continuation Rights" provided to you when you first became enrolled in our group health plan.



9. REIMBURSEMENTS AND CREDIT CARD USAGE

9.1. GENERAL REIMBURSEMENT

Employees are eligible for reimbursement from GT for expenses reasonably incurred while conducting official business. To be eligible for any expense reimbursement, your activity must be approved by the Principals or his or her designee prior to the event which you are purchasing for is taking place. The Principals/Employee should then submit the expense to the Director of Operations with the appropriate documentation.

No employee should spend his or her personal funds on any items for GT without receiving approval to do so.

9.2. TRANSPORTATION & LODGING REIMBURSEMENT

GT does reimburse for previously approved costs incurred by the employee with transportation to and from offsite locations for overnight stay while at approved offsite events. When traveling, the most reasonable mode and class of travel (considering factors such as cost, time efficiency and convenience) should be selected by each employee at all times. If air travel or hotel stay is required, all costs should be approved by the Principals or his or her designee prior to arrangements being finalized. All expenses must be accompanied by receipts, listed on the Reimbursement Form, and submitted to the Director of Operations to receive reimbursement.

GT will not reimburse for phone calls made associated with lodging. Employees are expected to use cell phones to make calls while traveling.

GT will not reimburse for hotel amenities above and beyond basic room fees. Employees may choose additional amenities during their stay but should not submit those items for reimbursement.

9.3. MEAL REIMBURSEMENT

GT will reimburse the employee for reasonable previously approved meal expenses incurred by the employee while in approved travel status. For the purposes of this policy, the employee will be expected to pay for meals that they would normally pay for during the course of their normal employment. For example, employees generally are responsible for providing their own lunch during the course of a normal day, so they will still be expected to follow through with this practice while in travel status. Meals above and beyond this guideline will be considered for reimbursement.

All expenses must be accompanied by receipts, listed on the form provided by the organization, and submitted to the Director of Operations to receive reimbursement. All expenses should be reasonable and appropriate.

9.4. MILEAGE REIMBURSEMENT

Employees are eligible for reimbursement from the organization for business use of their personal vehicle while in travel status and on official business for the organization. To be eligible for reimbursement, travel status must be approved and granted by the Principals or his or her designee. Regular commuting time and mileage are not to be reimbursed. Some positions do require travel between other Charter Schools within the City of Albany. This also will not be reimbursed, as it is an



expectation of your job to work collaboratively. Additionally, employees will only be reimbursed for travel that is required by their position and not those events that are of the employee's choosing to attend. Authorized travel will be reimbursed at the rate of \$0.54.5 (fifty-four and a half cent) per mile. All travel should be listed on the form provided by the organization and be submitted to the Director of Operations for reimbursement.

9.5. TUITION REIMBURSEMENT

As a benefit of being an employee at GT you may be entitled for tuition reimbursement to complete coursework that is directly relevant to your position. Tuition Reimbursement is directly related to fund availability and will only be available when we determine that it is fiscally feasible for this benefit to be offered.

Reimbursement will be made at 50% of the cost per credit at the rate that is currently charged at the closest public learning institution, The University at Albany.

Employees must receive a letter grade of "B" or better to be eligible for reimbursement. In the case of pass/ fail classes, a grade of passing is required to qualify.

To qualify for this benefit, you must submit your intent to file for tuition reimbursement prior to the commencement of the course to the Principals or his or her designee. Forms not received prior to the course will not be considered. Additionally, you must show successful completion of the course within 30 days of the end of the course to request reimbursement.

As a condition of this benefit, employees MUST agree in writing to continue employment for a period of one year after completion of the course. Failure to meet this requirement will require tuition reimbursement to be repaid to the employer for any payments made to the employee.

9.6. CREDIT CARD USAGE

Employees may be issued a credit card or allowed to use a business credit card subject to the discretion of the Principals or his or her designee. No employee is allowed to charge personal expenses of any kind to any organization credit card. Each employee authorized to and making charges on the organization's credit card is required to provide the Director of Operations timely accounting of such charges, including all necessary receipts and justification for such expenditures. All purchases must be pre-approved on a Credit Card Usage Authorization Form by the Principals or his or her designee. Employees that do not provide timely proof of charges may be subject to revocation of their card.



10.0 SAFETY

10.1. GENERAL SAFETY

The health and safety of employees and others on organization property are of critical concern to GT. To this end, we must rely upon employees to ensure that all areas are kept safe and free of hazardous conditions. Employees should report any unsafe conditions or potential hazards to a supervisor immediately, even if the problem appears to be corrected.

Periodically, GT may issue rules and guidelines governing workplace safety and health. All employees should familiarize themselves with these rules, as strict compliance will be expected.

10.2. BUILDING HOURS

For safety reasons, employees are only allowed in the building during approved hours which are between 6:00 a.m. and 9:00 p.m. on weekdays. The building is closed on weekends. When school is not in session, but the building is open, the approved hours are between 6:00 a.m. and 9:00 p.m.

10.3. PARKING LOT SAFETY

You are encouraged to use the parking areas designated for our employees. Remember to lock your car every day and park within the specified areas. Always be aware of your surroundings and mindful of your own personal safety when walking alone.

Courtesy and common sense in parking will help eliminate accidents, personal injuries, and damage to your vehicle and to the vehicles of other employees. If you should damage another car while parking or leaving, immediately report the incident, along with the license numbers of both vehicles and any other pertinent information you may have, to the Director of Operations. If necessary, contact the local authorities to have a police report taken in case of car insurance activity.

GT cannot be and is not responsible for any loss, theft, or damage to your vehicle or any of its contents.

10.4. GENERAL HOUSEKEEPING

Neatness and good housekeeping are signs of efficiency. You are expected to keep your space neat and orderly at all times. It is a required safety precaution.

If you spill a liquid, clean it up immediately. Do not leave materials, or other objects on the floor that may cause others to trip or fall. Keep aisles, stairways, exits, electrical panels, fire extinguishers, and doorways clear at all times.

Easily accessible trash receptacles and recycling containers are located throughout the building. Please put all litter and recyclable materials in the appropriate receptacles and containers. Keep sharp objects and dangerous substances out of trash cans. Items that require special handling should be disposed of in approved containers.

Please report anything that needs to be repaired or replaced to the Director of Operations immediately.



10.5. ACCIDENT PREVENTION

Accident prevention and the safety and health of our employees are a priority. We recognize our responsibility to provide a safe and healthy environment. Please help us by keeping your workspace clean and neat at all times, avoid lifting anything that appears too heavy, learn the fire safety plan, and always keep exits clear of obstructions. Most importantly, use common sense when you encounter a situation that is dangerous or presents harm.

All accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues must be reported immediately to the Director of Operations. If you or another employee is injured in a manner that requires emergency medical attention, you should contact outside emergency response agencies.

The school is required to keep records of all occupational illnesses and accidents. OSHA provides for your right to know about any health hazards that might be present on the job. Should you have any questions or concerns, contact the Director of Operations or the Principals for more information.

10.6. FIRE PREVENTION

Know the location of the fire extinguisher in your area and make sure it is kept clear at all times. Notify the Director of Operations if an extinguisher is used or if the seal is broken. Keep in mind that extinguishers that are rated ABC can be used for paper, wood, or electrical fires. Make sure all flammable liquids, such as alcohol, are stored in approved and appropriately labeled safety cans and are not exposed to any ignition source.

If you are aware of a fire, you should follow R.A.C.E. protocol.

- **Rescue:** When you discover a fire, rescuing people in immediate danger is top priority. Follow evacuation procedures when leaving the building.
- **Alarm:** Sound the fire alarm, call 911 immediately and notify leaders in the building.
- **Confine:** Confine the fire. Close all doors and windows. If possible, put damp towels under doorways to ensure that smoke does not seep out of the confined area.
- **Extinguish:** Small fires may be smothered or extinguished by employees who are knowledgeable in the correct use of fire extinguishers.

Regular drills will take place to ensure that all employees fully understand all fire safety protocols.

10.7. EMERGENCY PROCEDURES

In the case of an emergency, the Principals or his or her designee will be responsible for calling the appropriate authorities. If you are advised to evacuate the building, you should stop all work immediately and follow that directive. Make sure all individuals are accounted for and proceed to your designated exit. It is critical to the safety of all employees and students that we know who is in the building and who should be accounted for in case of an emergency. The Principals or his or her designee will be responsible for the headcount when outside the building. Exit quickly, but do not run. Do not stop for personal belongings. Be present and accounted for during roll call. Do not re-enter the building until instructed to do so.

In certain emergency situations, it will be necessary not to evacuate, but to shelter in place. This means to take immediate shelter where you are. It may also mean to seal the room or in other words, take steps to



prevent outside air from coming in. This could be because of danger in the building or because of chemical or radiological contaminants. It is important to listen to directives to understand whether we wish you to merely remain indoors or to take additional steps for protection.

10.8. SAFETY INSPECTIONS

To ensure safety and security, GT reserves the right to question and inspect or search any employee or other individual entering onto or leaving the premises. The inspection or search may include any packages or items that the individual may be carrying, including briefcases, handbags, knapsacks, and shopping bags. These items are subject to inspection and search at any time, with or without prior notice. We may also require employees while on the job or on the premises to agree to reasonable inspection of their personal property or their person. The individual may be requested to self-inspect his or her personal property or person by displaying the contents of any packages and/or turning out his or her pockets in the presence of a representative, typically a management employee of the same gender. We will not tolerate an employee's refusal to cooperate in these procedures.

10.9. VIOLENCE IN THE WORKPLACE

Acts of violence will not be tolerated. Any instances of violence must be reported to the Principals or Director of Operations immediately. Complaints will be fully investigated, and we will promptly respond to any incident or suggestion of violence.

GT believes it is important to establish a clear policy that addresses weapons in the workplace. All persons who enter our property are prohibited from carrying a handgun, firearm, knife, or other weapon of any kind regardless of whether the person is licensed to carry the weapon or not. Weapons are strictly prohibited on GT property.

The only exception to this policy will be police officers, security guards or other persons who have been given written consent to carry a weapon on the property.

10.10. CHILD ABUSE REPORTING

New York State laws require that certain professionals, including school officials, teachers, mental health professionals, social workers and psychologists must report suspected cases of child abuse and neglect when the child coming before them in their professional capacity presents information, which, if true, would cause that child to be an abused or neglected minor. The law also extends to situations in which information regarding suspected abuse or maltreatment stems solely from parental disclosures in the absence of the child coming before the staff member of the school. The latter is a common manner in which information regarding suspected child abuse or maltreatment reaches the attention of an employee.

When it is necessary to make a report, such report shall be submitted without regard to whether the parent (or child) consents to such reporting. All suspected cases are to be reported in accordance with the procedures outlined in the following policy statement.

In compliance with New York State law, mandated reporters of child abuse in New York State, must directly report suspicions of child abuse to the Statewide Central Register for Child Abuse and Maltreatment to 1-800-342-3720. Mandated reporters need not seek consent or approval before making a report.



In accordance with the law, we will not take retaliatory personnel action against an employee who believes that he or she has reasonable cause to suspect that a child is an abused or maltreated child and then makes a report in accordance with the law.

Persons reporting in good faith with concern for the welfare of a child shall be granted immunity from any civil or criminal liability.

Failure to report a suspected case of child abuse or maltreatment constitutes a Class A misdemeanor. Knowingly and willfully failing to report is cause for civil liability for damages proximately caused by such failure.

NYS Social Services Law defines abuse and maltreatment. Below is a summary of those definitions. This is not an all-inclusive list. Please contact the Statewide Central Register if you suspect child abuse, but the particular situation is not explicitly detailed below.

Physical abuse is defined as inflicting or allowing to be inflicted physical injury by other than accidental means or creating or allowing to be created a substantial risk of physical injury to such child by other than accidental means.

Sexual abuse is defined as a child less than 18 years of age whose parent or other person legally responsible for the child's care commits or allows being committed a sex offense against such child, as defined in the penal law.

Corroboration requirements in the penal law no longer apply.

Maltreatment is defined as the failure of a child's parent or other legal guardian to exercise a minimum degree of care resulting in the impairment of physical, mental, or emotional condition of a child.

Sexual maltreatment is defined as the sexual abuse of a child or failure to exercise a minimum degree of care or when a child is exposed to sexual activity or exhibitionism for the purpose of sexual stimulation or gratification of another.

New York State law is silent on the issue of reporting past incidents of child abuse or maltreatment. However, the spirit of the law is to protect the child and to prevent abuse or maltreatment. If there is good reason to believe based on a history that there will be a future act of child abuse or maltreatment, the situation should be reported.

10.11. DRUG AND ALCOHOL USE

Consistent with our efforts to promote health and safety and protect the interests of our employees and the organization, we cannot allow anyone to use, possess, distribute, manufacture, purchase, or be under the influence of alcohol or illegal drugs, intoxicants, or controlled substances at any time on organization premises, in organization vehicles, or while on organization business/events. Accordingly, the use of alcohol, marijuana, and the illegal use of drugs, intoxicants, or controlled substances while on organization property or while working on business are strictly prohibited.

GT may require drug or alcohol testing when a reasonable suspicion exists that any employee is under the influence of alcohol, marijuana, or any illegal drug, intoxicant, or controlled substance while on the job, or is otherwise in violation of this policy. Reasonable suspicion means suspicion based on information regarding the appearance, behavior, speech, attitude, mood, and breath odor of any employee.



Additionally, we may require testing when any employee is found in possession of alcohol, marijuana, or any illegal drug, intoxicant, or under the influence of drugs, or when required by a state or federal law or regulation. Test results will be kept as confidential as possible.

Employees suspected of possessing alcohol, marijuana, illegal drugs, intoxicants or controlled substances are subject to inspection and search, with or without notice.

Any employee who is using prescription or over-the-counter drugs that may impair his or her ability to safely perform the job or may affect the safety or well-being of others must submit a physician's statement that the prescription drug use will not affect job safety. Nothing contained in this policy is intended to violate or interfere with individual rights under the law.

We will have occasion that students in our care may need to receive prescription or over the counter medications. A Registered Nurse should administer all medications to students with written parental consent. Employees should not condone or knowingly allow students to receive a medication that does not expressly follow this policy. If you are aware that this is going on, it must be reported to the Principals immediately.

GT will attempt to reasonably accommodate employees with chemical dependencies if they voluntarily wish to seek treatment or rehabilitation. Employees desiring that assistance should request an unpaid treatment or rehabilitation leave of absence.

GT is also not obligated to re-employ any person who has participated in treatment or rehabilitation if that person's job performance remains impaired as a result of dependency. Employees who have had an opportunity to seek treatment or rehabilitation and are involved in any further violations of this policy will not necessarily be afforded a second opportunity to seek treatment or rehabilitation.

GT is covered by the Federal Drug-Free Workplace Act and seeks to maintain a drug-free workplace. As a covered employer, we must certify to the contracting government agencies that we will provide a drug-free workplace in connection with the performance of its government contracts.

10.12. DRUG FREE WORKPLACE ACT COMPLIANCE

GT strictly prohibits the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance. Employees who violate this rule will be subject to discipline, up to and including termination. This policy applies to all employees, including, but not limited to managers, supervisors, full-time, part-time, and temporary employees.

In accordance with the Drug-Free Workplace Act of 1988, GT will provide a drug-free workplace by ensuring employees are aware of and will abide by the following:

Employees must, as a condition of employment, report any conviction under a criminal drug statute for violations occurring in the workplace. A report of a conviction must be made to the Principals or Director of Operations within five days of the conviction. Within ten days of learning about an employee's conviction, GT will notify the contracting or granting agency of the employee's criminal drug statute conviction.



After learning of an employee's conviction, GT will promptly, in its sole discretion, either:

- Discipline the employee, up to and including termination of employment; or
- Require the employee to satisfactorily participate in and complete a drug abuse assistance or rehabilitation program approved for those purposes by Federal, State, or Local health, law enforcement, or other appropriate agency.

Each employee, as a condition of employment, shall sign an Employee Notification Statement that sets forth the requirements of the Drug-Free Workplace Act.

GT maintains a Drug-Free Awareness Program to educate employees about the policy of maintaining a drug-free workplace, the dangers of drug abuse, available drug counseling and rehabilitation programs, and penalties that may be imposed on employees for drug abuse violations. Employees will be provided information about the Drug-Free Awareness Program on an annual basis.

GT will make ongoing good faith efforts to maintain a drug-free workplace by implementing the above requirements. Any questions regarding our drug-free workplace compliance efforts should be directed to the Director of Operations.

10.13. VISITORS AT WORK

This policy is in place to minimize disruptions to the daily activity of the school as well as keep the students and facility safe. This policy is for all visitors including former employees, students, family members of an employee, or parents regardless of if it is before, during or after school unless there is an open school function.

All visitors to the workplace must enter through the front door and sign in at the front desk. No visitors should enter or be allowed in through any other doors of the school. The school requests that all visitors supply a 48-hour notice before arriving by either emailing at frontdesk@greentechhigh.org or calling 518- 694-3400. It is understood that this is not always possible, and the school will accommodate those requests on a case-by-case basis. The school does have the right to deny access to the school.

If an employee encounters a person who is unfamiliar and unaccompanied, the employee should ask them who they are there to see and then accompany the person to the front desk in order for them to be properly processed as a visitor. Employees who wish not to approach the unaccompanied person should report the person's presence to the front desk.

For the safety of all individuals and to prevent any disruption of school activities, visits should be brief.

10.14. COVID SAFETY GUIDELINES

SECTION 1: Employee Personal Responsibilities

- 1) Employees need to take steps to protect themselves.
- 2) It is critical that individuals NOT report to work while they are experiencing illness symptoms such as fever of 100.4 or higher (or local jurisdiction), cough, shortness of breath or difficulty breathing, dry cough, body aches, chills, or fatigue, or loss of sense of smell and/or taste.



- a) Workers should NOT return to work until at least 3 days (72 hours) have passed since recovery defined as resolution of fever without the use of fever-reducing medications and improvement in respiratory symptoms (e.g., cough, shortness of breath); And,
- b) At least 7 days have passed since symptoms first appeared
- 3) Individuals should seek medical attention if they develop these symptoms.
- 4) In order to return to work after experiencing any of these symptoms, personnel must produce a doctor's note or a negative COVID-19 test result.
- 5) If you feel sick, uncomfortable, or unsafe, please stay home.

SECTION 2: Social Distancing

- 1) Work in occupied areas should be limited to only those tasks that are strictly necessary.
- 2) Limit physical contact with others. Increase personal space (to at least 6 feet, where possible).
- 3) Limit in-person meetings and replace them with phone or online meetings.
- 4) Take breaks and lunch in shifts to reduce the size of the group in the lunch area at any one time to less than 10 people, ultimately maintaining 6 feet distance between individuals.
- 5) Hand-shaking and other contact greetings are strongly discouraged.
- 6) Social distancing should be used when possible. Social distancing signage should be placed in all areas, elevators, stairs, and meeting areas. When walking up or down flights of stairs, limit contact with others.

SECTION 3: General Jobsite / Office Practices

- 1) Employers should check CDC recommendations frequently and update safety plans accordingly.
- 2) A single point of contact should be identified by the principal for the implementation of all COVID-19 guidance. This individual will be responsible for implementation of all COVID19 Recommended Protocols.
 - a) Employers should consider designating a representative to monitor for signs of illness in the workplace, and if someone is showing symptoms, ask them to leave. They should NOT be allowed to enter any occupied area before leaving.
 - b) Employers should consider designating a trained and qualified professional (i.e. EMTs, nurses, paramedics, etc.) to take employees' temperatures with a digital, noncontact, medical grade thermometer. If a contact thermometer is needed, it must be properly disinfected between uses. Note that some people with COVID-19 may not have a fever, so this should not be the only means of detection.
- 3) If an employee is well but someone in their immediate household is diagnosed with COVID- 19, they should notify their supervisor.
- 4) If an employee is confirmed to have COVID-19, inform fellow employees of possible exposure to COVID-19 in the workplace, but maintain confidentiality as required by the Americans with Disabilities Act (ADA). Ask the affected employee to identify those other employees whom he/she came into contact with before the employee departs. Employees who worked in close proximity (3- to 6- feet) to coworkers with confirmed COVID-19 should also be sent home.
- 5) Attendance at safety meetings should be communicated verbally and a manager will sign in each attendee. Employees should not pass around a sign-in sheet or mobile device (iPad, tablet, or mobile phone) to confirm attendance.



- a) iPad and mobile device use should be limited to a single user.
- 6) Communicate key CDC recommendations (and post signage where appropriate) to your staff and tradespeople:
 - a) [How to Protect Yourself](#)
 - b) [If You are Sick](#)
 - c) [COVID-19 Frequently Asked Questions](#)
 - d) Place posters that encourage [staying home when sick, cough and sneeze etiquette](#), and [hand hygiene](#) at the entrance to your workplace and in other workplace areas where they are likely to be seen.
- 7) Workers will be required to answer questions related to personal health conditions. Additionally, personnel may be temperature scanned daily prior to accessing a project by a trained and qualified professional in the safe use and interpretation of thermometers (i.e. EMTs, nurses, paramedics, etc.). Temperature scanning may continue for the foreseeable future.
 - a) Screening Question Process - Supervisors should ask the following questions to all employees prior to entering the jobsite. If they answer "yes" to any, they should be asked to leave the jobsite immediately.
 - i) Have you been in close contact with a person that has shown signs/symptoms, or been diagnosed with COVID-19?
 - ii) Has anyone in your household, been in close contact with a person that is in the process of being tested, has shown signs/symptoms, or been diagnosed with COVID- 19?
 - iii) Have you been medically directed to self-quarantine due to possible exposure to COVID-19?
 - iv) Are you having trouble breathing or have you had flu-like symptoms within the past 72 hours, including: fever, dry cough, shortness of breath, sore throat, body aches, chills, loss of taste or smell, or fatigue?
 - b) Temperature Scanning - If required by site and if "no" to all questions: Step in and extend arm to get reading, then step away to show the results. If over 100.4, they cannot enter the site. Refer them to your site contact. (NOTE: Follow host/owner rules. Follow thermometer instructions and recognize the precision of reading range.)
 - c) Anyone asked to leave should NOT return to work until at least 3 days (72 hours) have passed since recovery defined as resolution of fever without the use of fever- reducing medications and improvement in respiratory symptoms (e.g., cough, shortness of breath); And, at least 7 days have passed since symptoms first appeared.
 - d) In order to return to work after experiencing any of these symptoms, personnel must produce a doctor's note or a negative COVID-19 test result.
- 8) Do not congregate in lunch areas and wipe all common areas with appropriate disinfectant.
- 9) Do not share school supplies. When sharing is necessary, wipe down with proper disinfectant first.

SECTION 4: Sanitation and Cleanliness

- 1) Promote frequent and thorough hand washing with soap and running water for at least 20 seconds. Hand washing stations are recommended to help prevent the spread of COVID-19. Employers should also provide hand sanitizer when hand washing facilities are not available.



Hand washing stations or hand sanitizer should be provided at all access points, hoists, elevators, restrooms, etc.

- a) All workers should wash hands often, especially before eating, smoking, or drinking, and after blowing your nose, coughing, or sneezing. Workers should refrain from touching their face.
- b) Providing hand sanitizer is acceptable in the interim between availability of hand washing facilities.
- 2) Disinfect frequently touched surfaces within the workplace multiple times each day.
 - a) Disinfectant wipes should be available and used to wipe down any surfaces (doorknobs, keyboards, remote controls, desks) that are commonly touched periodically each day.
 - b) Double check that hand sanitizer dispensers are filled.
 - c) Break/lunchrooms should be cleaned at least twice per day.
 - d) Employees performing cleaning will be issued proper PPE, such as nitrile gloves and eye or face protection as needed.
 - e) Maintain Safety Data Sheets (SDS) of all disinfectants on site.
 - f) Follow the CDC guidelines on use and types of disinfectants.
- 3) Employers should encourage employees to cover their noses and mouths with a tissue (or elbow or shoulder if a tissue is not available) when coughing or sneezing. Wash your hands after each time you cough, sneeze, or blow your nose, and any time before touching your face or food.
- 4) Do not use a common water cooler. Provide individual water bottles or instruct workers to bring their own.
- 5) Instruct workers to change work clothes prior to arriving home; and to wash clothes in hot water with soap.
- 6) Utilize disposable hand towels and no-touch trash receptacles.
- 7) Avoid cleaning techniques, such as using pressurized air or water sprays that may result in the generation of bioaerosols.

SECTION 5: Personal Protective Equipment (PPE)

- 1) Gloves: Gloves are recognized as a means of possibly preventing contact spread. The type of glove worn should be appropriate to the task. If gloves are not typically required for the task, then any type of glove is acceptable.
- 2) Eye protection: Eye protection may be a means of preventing exposure and should be worn at all times.
- 3) The school will provide and direct employees to wear face masks. For tasks performed within 6 feet of another person, face masks must be worn. Please consult a professional for respiratory protection guidance.
- 4) Do not share personal protection equipment (PPE).
- 5) Sanitize reusable PPE per manufacturer's recommendation prior to each use.

SECTION 6: Visitors

- 1) Restrict the number of visitors to the school, in classrooms or offices.
- 2) All visitors, deliveries and delivery personnel are subject to the same criteria and guidelines as regular onsite personnel to access the jobsite: including social distancing, hand washing, temperature scanning when applicable, and health questions. Using the same questions as field personnel recognized above under Section 3 General Jobsite/Office Practices, number 7.



HANDBOOK ACKNOWLEDGEMENT

I hereby acknowledge receipt of the Employee Handbook for School Year 2025-2026.

The employee handbook describes important information about Green Tech Charter School. I understand that I should consult the Principals regarding any questions not answered in the handbook.

I have entered into my employment relationship voluntarily and acknowledge that there is no specified length of employment. Accordingly, either the employee or the employer can terminate the relationship at will, with or without cause, at any time, so long as there is no violation of applicable federal or state law. Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. No employee of Green Tech Charter School can enter into any employment contract for a specified period of time or make any agreement contrary to this policy without written approval from the Board of Trustees.

This handbook and the policies and procedures contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of my employment with the school. By distributing this handbook, Green Tech Charter School expressly revoked any and all previous policies and procedures that are inconsistent with those contained herein.

I understand that any and all policies and practices may be changed at any time and the school reserves the right to change my hours, wages and working conditions with adequate prior notice. I understand that revised information may supersede, modify or eliminate existing policies. I understand that only the Board of Trustees has the ability to adopt any revisions to the policies in this handbook.

In accordance with this handbook, I recognize and will abide by the school's physical contact policy that prohibits staff from making physical contact with students. The policy is to ensure the safety of both the students and the staff.

I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

Employee's Signature

Employee's Name (Print)

Date



SEXUAL HARASSMENT COMPLAINT FORM

If you believe that you have been subjected to sexual or other forms of workplace harassment, you are encouraged to complete this form and submit it to your immediate supervisor. You will not be retaliated against for filing a complaint.

If you are more comfortable reporting verbally or in another manner, your employer should complete this form, provide you with a copy and follow its sexual harassment prevention policy by investigating the claims as outlined at the end of this form.

For additional resources, visit:

ny.gov/programs/combating-sexual-harassment-workplace

Name:

Work Address:

Work Phone:

Job Title:

Email:

Select Preferred Communication Method: ☐ Email ☐ Phone ☐ In person

SUPERVISORY INFORMATION

Immediate Supervisor's Name:

Title:

Work Phone:

Work Address:



COMPLAINT INFORMATION

1. Your complaint of Sexual or other Harassment is made about:

Name:

Title:

Work Address:

Work Phone:

Relationship to you: ☐ Supervisor ☐ Subordinate ☐ Co-Worker ☐ Other

2. Please describe what happened and how it is affecting you and your work. Please use additional sheets of paper if necessary and attach any relevant documents or evidence.

3. Date(s) sexual or other harassment occurred:

Is the sexual or other harassment continuing? ☐ Yes ☐ No

4. Please list the name and contact information of any witnesses or individuals who may have information related to your complaint:

The last question is optional but may help the investigation.

5. Have you previously complained or provided information (verbal or written) about related incidents? If yes, when and to whom did you complain or provide information?

If you have retained legal counsel and would like us to work with them, please provide their contact information.

Signature: _____ Date: _____

