

Oklahoma Correctional Association, Incorporated

Governance Manual

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SECTION 1

Status and Authority:

Effective Date: <<<<>>>>

Revision Date:

1.1 Status:

Oklahoma Correctional Association Incorporated (hereinafter referred to as “the Association”) is tax-exempt from federal and state income tax pursuant to the Internal Revenue Code (the “Code”) Section 501(c)(6) of the Code as a business league.

The purpose of the Association is to shape the future of corrections by training those who work in and around corrections, improving techniques, raising standards, standardizing methods, and compiling and disseminating information about corrections to further the correctional industry. The mission of the Association is to provide a professional organization for all individuals, both public and private, who share a common goal of improving the justice system.

1.2 Public Access to Records:

In order to comply with federal law, the Association will make available its *Application for Recognition of exemption Under Section 501(c)(6) of the Internal Revenue Code* (Form 1024A) into perpetuity and its *Return of Organization Exempt from Federal Income Tax* (Form 990) for a period of three (3) years. A copy of the above-referenced documents will be available without charge, other than a reasonable copying fee, to any individual who makes a request for such copy in person or in writing during regular business hours.

1.3 Authority and Amendments:

The governance of the Association is set forth in the Bylaws. This *Governance Manual* document is intended to provide guidelines to the Board of Directors of the Association (hereinafter referred to as “the Board” and individually as “Directors”) and is intended to be implemented over a period of time as determined by the Board. Variation from such guidelines shall not create any liability on behalf of the Association or any member of the Board. the Association may amend, alter, change, or repeal policies by the affirmative vote of the Directors at any meeting or by electronic ballot voting if notice of the proposed amendment, alteration, change, or repeal was given at least five (5) days prior to the meeting or vote at which the amendment is acted upon. In addition, such proposed alteration, amendment, or revision may be further amended at the meeting upon the affirmative vote of the Directors at such meeting.

In the absence of an Executive Director or other staff, the President or other Director as determined by the Board will fulfill the duties of the Executive Director. In addition, the Board will function as each committee set forth in Section 2 until the Board votes in Committee Chairs and committee members of each Committee. When the Board as a whole is acting as a committee, separate committee meetings shall not be required.

SECTION 2

Board Committees:

2.1 General Committee Charter:

Effective Date: <<<<>>>>

Revision Date:

Board Committees are found in Section 8 of the Bylaws and duplicated in this Section 2.1. The Bylaws of the Association will take precedence over Section 2.1, and therefore should any amendments be made to Section 8 of the Bylaws, such amendments will be automatically incorporated in Section 2.1.

Creation:

The Board shall have the power to create, revoke, or modify any committee or task force deemed necessary. Standing Committees shall include, but are not limited to, the Governance Committee and the Finance Committee. Committee Charters for Standing Committees and other Board Committees shall be found in this Section 2.

Composition:

A Director as determined by the Board shall serve as the Chair of each Committee and members of each Committee will be selected by the Board. Non-Board members may serve as Committee Members at the approval of the Board. The number of Committee members will be determined by the Board.

Reporting of Committee Actions and Authority:

All Committees shall report to the Board as the Board may require. The Board may also adopt rules and regulations pertaining to the conduct of meetings of Committees to the extent that such rules and regulations are not inconsistent with the provisions of the Bylaws.

Should the Board delegate any of its powers to a Committee:

1. Only the Director(s) who sit on such Committee may vote;
2. A quorum of the Committee shall be a majority of the Directors sitting on the Committee;
3. The Committee shall keep contemporaneous minutes of such committee meetings and file such minutes with the corporate records;
4. Report all actions to the Board; and,
5. Report such authority on the tax return Form 990.

Notice of Committee Meetings:

Committees with Board-delegated powers shall provide notice of committee meetings in accordance with Section 6 of the *Bylaws*. Committees shall provide a minimum of twenty-four (24) hours' notice to the Committee Members.

If a Committee Member does not receive notice of a committee meeting but attends the committee meeting, they shall be deemed to have received notice of the committee meeting

unless the purpose of attending the meeting is to dispute having the meeting due to inadequate notice. Notice of such committee meetings may be given verbally or via electronic transmission.

Service, Resignation, and Removal:

Committee Members who agree to serve shall be subject to the following terms:

1. Serve at the pleasure of the Board. Consecutive terms are permitted with no term limitation except as provided by the Association's Bylaws on service as a Director.
2. Provide written notification of resignation to the Committee Chair for a resignation prior to the expiration of their term. Replacements shall be determined by the Board; and,
3. Removal shall be initiated and determined by the Board.

2.2 Executive Committee Charter:

Effective Date: <<<<>>>>

Revision Date:

Creation:

The Executive Committee shall be a Standing Committee of the Board unless determined otherwise by the Board. If dissolved, the Board may re-establish the Executive Committee as needed.

Purpose:

The Executive Committee shall provide guidance to the Executive Director in between meetings of the Board.

Duties and Limitations:

The Board may vote to empower the Executive Committee to exercise the powers of the Board or may withdraw such authority at any time.

1. The Executive Committee shall have the following duties unless determined otherwise by the Board:
 - a) Provide guidance to the Executive Director between meetings of the Board as determined by the Board and subject to the limitations set forth below; and
 - b) When requested by the Board, through a written resolution, act within the authority provided in the written resolution of the Board.
2. Should the Executive Committee have the authority to act on behalf of the Board, the Executive Committee shall have the following limitations unless determined otherwise by the Board:
 - a) Amend or repeal the Bylaws;
 - b) Amend or repeal the Certificate of Incorporation;
 - c) Effectuate a Dissolution, a Merger, or a sale of the Association's assets;
 - d) Create or amend any of the policies approved by the Board, including Committee Charters set forth in the Governance Manual of the Association; or
 - e) Terminate the employment of the Executive Director.

Composition:

The Executive Committee shall be composed of the elected Officers as set forth in Section 7.1 of the Bylaws and other Directors as determined by the Board. Only Directors may sit on the Executive Committee.

Election, Resignation, and Removal:

Election, resignation, and removal of an Officer are in accordance with Bylaw Sections 4.2, 4.3, and 4.9.

Authority and Voting Rights:

The Executive Committee shall have the authority to act on behalf of the Board between meetings of the Board until determined otherwise by the Board. Each member of the Executive Committee shall have one vote. Routine business shall be transacted by a majority vote of the Directors at any meeting where a quorum is present unless determined otherwise in the Bylaws. Proxies may not be used.

While the Executive Committee has the authority to act on behalf of the Board, all of the following shall apply:

1. Only the Officers(s) who sit on the Executive Committee may vote;
2. The Executive Committee shall keep contemporaneous minutes of such committee meetings and file such minutes with the corporate records;
3. The Executive Committee shall report all actions to the Board; and,
4. The authority of the Executive Committee to act on behalf of the Board shall be reported on the tax return, Form 990.

Meetings and Procedures:

The Executive Committee will meet as needed or as determined by the President or any three (3) Officers. Attendance of a majority of the committee meetings is mandatory. If the Executive Committee has the authority to act on behalf of the Board, the Executive Committee shall be subject to the meeting requirements set forth in Section 6 of the Bylaws. Those unable to attend in person may attend via other acceptable electronic forms of communication as determined by the Committee Chair.

Quorum and Voting:

A quorum of the Executive Committee shall be a majority of the Directors sitting on the Executive Committee and at least one (1) of which must be the President or Vice President.

2.3 Governance Committee Charter:

Effective Date: <<<<>>>>

Revision Date:

Creation:

The Governance Committee shall be a Standing Committee of the Association.

Purpose:

The purpose of the Governance Committee is to aid the Board in the continual development of the Board.

Duties:

The duties of the Governance Committee are as follows:

1. Assist the Board in the review of and recommendations concerning the Association's Bylaws and this *Governance Manual*;
2. Conduct an analysis of the Board to determine the needed areas of diversification, including but not limited to, industry, geographical location, skill set, occupation, age, race, ethnicity, and gender;
3. Solicit names of possible candidates and research such candidates for Officers and Directors prior to placement on a slate for submission to the Board;
4. Provide a slate of candidates for Officers and Directors to the Board (each slate may include multiple names for each position);
5. Rotate the Board terms to allow for approximately one-third (1/3) of the Board to be slated for election each year with flexibility to allow for rotating terms;
6. Review individual Board meeting requirements as set forth in the Association's Bylaws and offer guidance and alternatives to Directors not meeting the requirements;
7. Review and recommend changes to the Board concerning amendments to the Certificate of Incorporation and the Bylaws;
8. Review orientation and training for all Directors created by staff that addresses a Director's responsibilities; the Association's purpose, history, methods of operation, and organization activities; and, information concerning day-to-day operations;
9. Propose, as appropriate, changes in Board structure and operation;
10. Ensure the *Conflict of Interest Policy* set forth in the Association's policies is enforced;
11. Manage conflicts between Directors;
12. Recommend removal of Officers and Directors;
13. Strive to meet a minimum of four (4) times per year; and,
14. Have such other duties as determined by the Board.

Composition and Requisite Skills:

A Director as determined by the Board shall serve as the Chair of the Governance Committee and members of the Governance Committee will be selected by the Board. The Governance Committee shall include a minimum of four (4) members with a minimum of three (3) members being members of the Board.

Directors who are seeking election or re-election shall not serve on the Board Governance Committee unless requested to do so by the Board. Governance Committee Members should have one or more of the following skills:

1. Knowledge of the Oklahoma Business Communities;
2. An ability to solicit new Directors and Officers;
3. An ability to evaluate Board composition, structure, and performance; and,
4. An ability to consider skill sets that are needed for the Board and skills with respect to the Association's program, needs, activities, and diversity.

Authority and Voting Rights:

The Board may also adopt rules and regulations pertaining to the conduct of meetings of Committees to the extent that such rules and regulations are not inconsistent with the provisions of the Bylaws. The Governance Committee shall not have the authority to act on behalf of the Board in any capacity without the express written consent of the Board.

Should the Board delegate any of its powers to the Governance Committee:

1. Only the Director(s) who sit on the Committee may vote;
2. A quorum of the Committee shall be a majority of the Directors sitting on the Committee;
3. The Committee shall keep contemporaneous minutes of such committee meetings and file such minutes with the corporate records;
4. Report all actions to the Board; and,
5. Report such authority on the tax return Form 990.

Quorum and Voting:

A quorum of the Governance Committee shall consist of a majority of Committee Members sitting on the Governance Committee. However, if the Governance Committee has been given the authority to act on behalf of the Board, quorum shall be defined in Authority and Voting Rights.

Attendance Requirements, Resignation, or Removal:

The Governance Committee will meet a minimum of every quarter. Attendance of a majority of the Committee meetings is mandatory. Those unable to attend in person may attend via other acceptable electronic forms of communication as determined by the Committee Chair.

Resignation by a Committee Member must be provided to the Chair of the Committee who will report the resignation to the Board at the next meeting of the Board. Committee Members may be removed by a vote of the Committee or by a vote of the Board.

2.4 Finance Committee Charter:

Effective Date: <<<<>>>>

Revision Date:

Creation:

The Finance Committee shall be a Standing Committee of the Association.

Purpose:

The purpose of the Finance Committee is to provide financial oversight for the Association and to report the fiscal position to the Board.

Duties:

The duties of the Finance Committee are as follows:

1. Oversee the financial condition, accountability, and viability of the Association;
2. Review contracts with third parties that have a meaningful impact on the financial position of the Association;
3. Present financial reports to the Board at each meeting of the Board;
4. Oversee, review, and recommend amendments to the Board concerning the financial policies of the Association;
5. Review Form 990 with the preparer requesting any known discrepancies or known errors be amended prior to its submission to the Board;
6. Ensure Form 990 is presented to the Board by the preparer or in the absence of the preparer by a member of the Finance Committee unless the Board determines another Committee should perform this duty;
7. Review the annual budget prior to submission to the Board for approval;
8. Monitor investments, if any;
9. Aid the staff with the creation of the annual budget and financial planning;
10. Implement the duties assigned to the Finance Committee in accordance with the financial policies of the Association;
11. Aid the staff in supplying information to the CPA to complete Form 990;
12. Determine whether partnerships, joint ventures, and arrangements with management organizations conform to the Association's written policies; are properly recorded; reflect reasonable investment or payments for goods and services; further the purposes; and do not result in inurement, impermissible private benefit, or any excess benefit transactions;
13. Review all insurance coverage prior to renewal to determine if coverage is deemed adequate and based on current information and/or asset lists;
14. Should a financial review or audit be conducted, manage such process and provide the report to the Board; and,
15. Fulfill other duties as determined by the Board.

Composition and Requisite Skills:

The Treasurer, or other Director as determined by the Board, shall serve as the Chair of the Finance Committee. The Finance Committee shall include a minimum of three (3) members with a minimum of two (2) members being a member of the Board. Committee Members should have one or more of the following skills:

1. Understanding of the Association's mission and financial goals;
2. Understanding of the Association's various programs;
3. Ability to read and understand financial statements;
4. Ability to compare and contrast financial data over multiple time periods;
5. Ability to project financial needs of the Association; and/or,
6. Ability to interpret the financial implications of contracts.

Authority and Voting Rights:

The Board may also adopt rules and regulations pertaining to the conduct of meetings of Committees to the extent that such rules and regulations are not inconsistent with the provisions of the Bylaws. The Finance Committee shall not have the authority to act on behalf of the Board in any capacity without the express written consent of the Board.

Should the Board delegate any of its powers to the Finance Committee:

1. Only the Director(s) who sit on the Committee may vote;
2. A quorum of the Finance Committee shall be a majority of the Directors sitting on the Committee;
3. The Finance Committee shall keep contemporaneous minutes of such Committee meetings and file such minutes with the corporate records;
4. The Finance Committee shall report all actions to the Board; and,
5. The authority of the Finance Committee to act on behalf of the Board shall be reported on the tax return, Form 990.

Quorum and Voting:

A quorum of the Finance Committee shall consist of a majority of Committee Members sitting on the Finance Committee. However, if the Finance Committee has been given the authority to act on behalf of the Board, quorum shall be defined in Authority and Voting Rights.

Attendance Requirements, Resignation, or Removal:

The Finance Committee will meet a minimum of every quarter. Attendance of a majority of the Committee meetings is mandatory. Those unable to attend in person may attend via acceptable electronic forms of communication as determined by the Committee Chair.

Resignation by a Committee Member must be provided to the Chair of the Committee who will report the resignation to the Board at the next meeting of the Board. Committee Members may be removed by a vote of the Committee or by a vote of the Board.

2.5 Conference Committee Charter:

Effective Date: <<<<>>>>

Revision Date

Creation:

The Conference Committee shall be a Committee of the Association in years when the Association has a conference.

Purpose:

The purpose of the Conference Committee is responsible for planning and conducting the annual conference and related events.

Duties:

The duties of the Conference Committee are as follows:

1. Prepare the conference budget for approval by the Board;
2. Make recommendations to the Board to select a site for the annual conference;
3. Execute hotel contacts after approval of the Board;
4. Work with hotel staff;
5. Choose a program theme;
6. Select speaker and entertainment;
7. Coordinate host hospitality and associated functions; and,
8. Provide all conference receipts and expenditures to the Finance Committee.

Composition and Requisite Skills:

A Director as determined by the Board shall serve as the Chair of the Conference Committee. The Conference Committee shall include a minimum of three (3) members with a minimum of one (1) member being a member of the Board. Committee members should have one or more of the following skills:

1. Experience in reviewing contracts;
2. Experience in event planning; or
3. Ability to dedicate extensive time prior to and during the Conference.

Authority and Voting Rights:

The Board may also adopt rules and regulations pertaining to the conduct of meetings of Committees to the extent that such rules and regulations are not inconsistent with the provisions of the Association's Bylaws. The Conference Committee shall not have the authority to act on behalf of the Board in any capacity without the express written consent of the Board.

Should the Board delegate any of its powers to the Conference Committee:

1. Only the Director(s) who sit on such Committee may vote;

2. A quorum of the Conference Committee shall be a majority of the Directors sitting on the Committee;
3. The Conference Committee shall keep contemporaneous minutes of such Committee meetings and file such minutes with the corporate records;
4. The Conference Committee shall report all actions to the Board; and,
5. The authority of the Conference Committee to act on behalf of the Board shall be reported on the tax return, Form 990.

Quorum and Voting:

A quorum of the Conference Committee shall consist of a majority of Committee Members sitting on the Conference Committee. However, if the Conference Committee has been given the authority to act on behalf of the Board, quorum shall be defined in in Section 6 of the Bylaws.

Attendance Requirements, Resignation, or Removal:

The Conference Committee will meet as needed. Attendance of a majority of the Committee meetings is mandatory. Those unable to attend in person may attend via other acceptable electronic forms of communication as determined by the Committee Chair.

Resignation by a Committee Member must be provided to the Chair of the Committee who will report the resignation to the Board at the next meeting of the Board. Committee Members may be removed by a vote of the Committee or by a vote of the Board.

2.7 Membership Development Committee

Effective Date: <<<<>>>>

Revision Date:

Creation:

The Membership Development Committee shall be a Standing Committee. A member as determined by the Executive Director shall serve as the Chair of the Membership Development Committee. The Membership Development Committee shall include a minimum of three (3) members.

Purpose:

The purpose of the Membership Development Committee is to assist staff with recruitment and retention of members. They should also develop and support a plan that will set fundraising goals and assess progress towards meeting those goals.

Duties:

The duties of the Membership Development Committee as follows:

1. Develop a *Development Plan* that will set membership and fundraising goals and assess progress towards meeting those goals;
2. Willingness to identify, cultivate, ask, and/or steward new members and sponsors;
3. Determine goals for member retention and provide support to staff to meet those goals
4. Potentially oversee special fundraising event(s). Provide support and assistance as needed in the coordination and fundraising issues that support the mission of the events;
5. Report to the Board on an annual basis, explaining the goals and status of success toward those goals; and,
6. Fulfill other duties as determined by the Board.

Composition:

The Membership Development Committee shall be composed of Members selected by the Executive Director unless determined otherwise by the Board. Committee members should have one or more of the following skills:

1. Willingness to identify, cultivate, ask, and steward sponsors;
2. Knowledge of the Oklahoma Business Community;
3. Knowledge of the Association's history, mission, and goals; and
4. Willingness to work with other Committees in regards to the Association's needs and financial responsibilities.

Authority and Voting Rights:

The Membership Development Committee shall not have the authority to act on behalf of the Board. Each Member shall have one (1) vote during Committee meetings when voting on recommendations to provide to the Board or when determining how to implement such plan.

Attendance Requirements, Resignation, or Removal:

The Membership Development Committee will meet as needed. Attendance of a majority of the Committee meetings is mandatory. Those unable to attend in person may attend via other acceptable electronic forms of communication as determined by the Committee Chair.

Resignation by a Committee Member must be provided to the Chair of the Committee who will report the resignation to the Board at the next meeting of the Board. Committee Members may be removed by a vote of the Committee or by a vote of the Board.

2.8 Advisory Committees:

Effective Date: <<<<>>>>

Revision Date:

The Board may provide for one or more Advisory Committees consisting of individuals with extended service, contacts, and/or expertise to aid the Association or who work within areas or fields deemed appropriate to further the mission of the Association.

Advisory Committee Members shall be selected, and/or removed with or without cause, by a majority vote of the Board present at any meeting where there is quorum. Such Advisory Committee Members shall not have voting rights, be considered as members of the Association, be entitled to any other benefit provided to Directors, or be subject to term limitations or meeting requirements of Directors as set forth in the *Bylaws*.

The Board may provide additional polices to establish duties and/or benefits of one or more levels of Advisory Committees.

SECTION 4

Confidentiality:

Effective Date: <<<<>>>>

Revision Date:

The Association will at all times maintain transparency with Members and the general public. Information concerning the business, marketing, plans and Membership information shall not be used to benefit any other organization with the exception of the Association Foundation or any other related entity.

Any request by a Member to remain anonymous or to limit information provided to the public shall be honored, except to the extent that the Association is legally required to disclose the information. All information about a Member will be kept strictly confidential by the Association and its representatives unless the Member grants permission to release such information.

Furthermore, confidential information relating to client or personnel matters, such as information regarding salaries, medical treatment or diagnosis, terminations, layoffs or promotions, and disciplinary measures regarding individual Directors, Officers, employees, contract employees, other volunteers; financial information regarding contractual arrangements, pricing, letters of agreement or understanding; intellectual property developed by the Association; identifiable confidential matters; or information regarding prospective business of the Association shall remain strictly confidential.

A Confidentiality Statement is attached as Exhibit A.

SECTION 5

Annual Filings and Reporting Requirements:

Effective Date: <<<<>>>>

Revision Date:

5.1 Filings:

It is the policy of the Association to file all documents by the date on which they are due unless the Finance Committee determines an extension is needed. Any extension shall require approval of the Finance Committee. Therefore, any CPA or auditor which the Association is considering utilizing shall be made aware of this policy prior to hiring such individual(s).

The Association shall provide for the following filings:

1. File Form 512 E annually pursuant to the Oklahoma Tax Commission requirements;
2. File Form 990 annually pursuant to the Internal Revenue Service requirements;
3. Pay payroll taxes and quarterly file Form 941 when the Association has employees pursuant to the Internal Revenue Services requirements.

NOTE: Other filings may be necessary based on the activities of the Association.

5.2 Reporting Requirements:

The Association shall report the following changes to the appropriate state or federal agency:

1. Change of Registered Service Agent shall be reported to the Oklahoma Secretary of State via a form specified to change the registered agent;
2. Change of Principal Office shall be reported to the Internal Revenue Service;
3. Change(s) to the Certificate of Incorporation must be effectuated through the Oklahoma Secretary of State and such Amended Certificate of Incorporation shall accompany the next filing of Form 990 or be reported on Schedule O of Form 990; and,
4. Changes to the Bylaws must be reported on Schedule O of Form 990 if such changes involve any of the following provisions of the Bylaws:
 - a) The purpose of the Association;
 - b) Number, composition, qualifications, authority, or duties of the Board or Officers;
 - c) Quorum and voting rights of the Board;
 - d) Any compensation language set forth in the Bylaws;
 - e) Dissolution; or,
 - f) Merger.

SECTION 6

Annual Statements and Reviews:

Effective Date: <<<<>>>>

Revision Date:

6.1 Annual Statements:

Each Director, Officer, and member of a Committee with Board delegated powers shall annually sign a Board Service Letter of Agreement which affirms such person:

1. Has received a copy of the *Conflicts of Interest Policy* as set forth in Section 17;
2. Has received a copy of the *Whistleblower Policy* as set forth in Section 18;
3. Has read and understands the policies;
4. Has agreed to comply with the Bylaws and policies;
5. Understands the Association is exempt under Section 501(c)(6) and in order to maintain its federal tax exemption it must engage in activities which accomplish one or more of its tax-exempt purposes;
6. Agrees to read all consent agenda documentation prior to meetings; and,
7. Agrees to other requirements as set forth by the Board.

Changes to such Board Service Agreement shall be reviewed by the Board Governance Committee prior to submission to the Board for approval.

A Board Service Agreement is attached as Exhibit D.

6.2 Annual Reviews:

The Association shall conduct annual reviews to ensure the Association operates in a manner consistent with its tax-exempt purposes and does not engage in activities that could jeopardize its tax-exempt status. The annual reviews conducted by the Board shall, at a minimum, include the following subjects:

1. Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm's length bargaining;
2. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Association's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further tax-exempt purposes, and do not result in inurement, impermissible private benefit, or in an excess benefit transaction;
3. Whether insurance coverage plans are deemed to be adequate and based on current information and/or asset lists;
4. Whether these policies are adequate, enforceable, and/or followed;
5. Whether each Board Member is receiving a copy of the Bylaws and is made aware of the *Conflict of Interest Policy*, the *Whistleblower Policy*, and the remainder of these policies; and,
6. When conducting the annual reviews, the Association may but need not use outside advisors. If outside experts are used, their use shall not relieve the Board of its responsibility for ensuring annual reviews are conducted.

SECTION 7

Minutes:

Effective Date: <<<<>>>>

Revision Date:

7.1 **Required Information:**

Contemporaneous minutes shall be taken at each meeting of the Board and at each meeting of Committees with Board delegated powers to make expenditures on behalf of the Board. Minutes shall provide enough detail to allow an uninvolved third party to understand the proceedings of the meeting. Minutes of the Board and any committee with Board delegated powers shall include the following:

1. Date;
2. Time;
3. Location;
4. Method of notice;
5. How the meeting was authorized (annual, regular, or special);
6. Those present;
7. Certification of a quorum;
8. Discussion concerning each agenda item;
9. Action taken by the Board or committee with Board delegated powers;
10. Signed consents for approved action taken without a duly held and noticed meeting; and,
11. Should a conflict of interest exist, all information required in the *Conflict of Interest Policy* under the section titled *Records of Proceeding* found in Section 17.

7.2 **Approval and Execution:**

Minutes of the Board and any Committee with Board delegated powers to make expenditures on behalf of the Board shall be approved at the following meeting of the Board or Committee. Such approved minutes shall be signed by the President, or individual presiding over the meeting, and the Secretary, or the individual taking the minutes. Upon approval and execution, the minutes shall be placed in a Board book, or other electronic medium, containing the corporate minutes.

7.3 **Resolutions Requiring Further Action:**

Any action taken which would modify and/or amend policies, procedures, Bylaws, or the Certificate of Incorporation shall be assigned to the appropriate Committee to effectuate such change in the required documents. The Committee shall then present the modification and/or amendment to the Board for approval. The date of the meeting where action was taken concerning the modification and/or amendment shall be placed on the amended document.

7.4 **Consent Agenda:**

A consent agenda may be used for routine matters which do not need explanation or discussion. The following steps must be used for a consent agenda:

1. Prepare an agenda listing items to be included in the consent agenda;
2. Distribute documents listed under the consent agenda;
3. Directors read documents in advance of the meeting;
4. Introduce consent agenda for a vote;
5. Remove any item from the consent agenda which requires further discussion or amendments and ensure a full discussion takes place; and,

6. Approve consent agenda and acceptance of documents.

Conflict of interest considerations or financial information, such as the Treasurer's report, Finance Committee report, or Executive Committee report, if any, shall not be placed on the consent agenda.

SECTION 8

Insurance:

Effective Date: <<<<>>>>

Revision Date:

On an annual basis, the Finance Committee shall review all insurance coverage in force prior to renewal to determine if coverage is deemed to be adequate. Limits, types of coverage, as well as deductibles, shall be considered. Any changes shall be recommended by the Finance Committee and reported to the Board for approval.

SECTION 9

Code of Ethics:

Effective Date: <<<<>>>>

Revision Date:

21.1 Personal and Professional Integrity:

All Directors, Officers, employees, contract workers, and volunteers will act with honesty, integrity, and openness in all of their dealings as representatives of the Association. the Association will promote a working environment that values respect, diversity, and fairness.

21.2 Governance:

The Association has an active Board of Directors that is responsible for:

1. Setting the mission and strategic direction of the organization;
2. Oversight of finances and operation;
3. Ensuring that policies are written, clearly articulated, and officially adopted; and,
4. Verifying that the resources of the organization are responsibly and prudently managed.

SECTION 10

Succession Plan

Effective Date: <<<<>>>>

Revision Date:

10.1 Purpose:

The Executive Director position is central to the success of the Association in fulfilling its mission. Therefore, the Association has adopted this Succession Plan to ensure that the Association is prepared for unplanned or unexpected change and to help facilitate a smooth leadership transition where such transition is predictable and planned. The purpose of this Succession Plan is to ensure that the organization's leadership is equipped with the information and strategy to effectively manage the Association should such planned or unplanned transition occur.

10.2 Plan Implementation:

The President shall implement the terms of this Succession Plan in the event that the Executive Director is absent. It shall be the responsibility of the Board to review the Association's finances to ensure that the Association is prepared for an unexpected transition. the Association shall strive to maintain an operating reserve that the President is authorized to access, with Board approval, to facilitate implementation of this Succession Plan.

It is the responsibility of the Executive Director to immediately inform the President of the Executive Director's planned absence when the impending absence is brought to the Executive Director's attention. Upon notification of such absence, the President shall inform the Board at the next regular meeting or call a special meeting to affirm the procedures outlined in this Succession Plan or to amend such procedures where necessary.

10.3 Cross-Training:

The Executive Director shall work with staff to ensure that staff members are informed and available to step in and fulfill Executive Director duties in the event of an absence. Such training shall be based on the Executive Director's job description and shall include training on every essential function of the Executive Director job.

10.4 Appointing an Interim Executive Director:

The Board shall determine whether or not temporary staffing in the form of an Interim Executive Director is necessary. The President shall carry out the functions of the Executive Director until such time as the Board fills such position, either temporarily or permanently.

The Board shall determine if an Interim Executive Director is necessary based on the anticipated duration of the absence, the anticipated return date, accessibility of the former or returning Executive Director, and time constraints of the President. In the event that current the Association staff is available, the Board may consider appointing a staff member or splitting the Executive Director's duties among designated employees. Board Directors may not serve as the Interim Executive Director. If a Board Director is appointed to the position of the Interim Executive Director, they must step off the Board.

In the event that an Interim Executive Director is appointed, the President and Treasurer shall negotiate an independent contractor agreement, which shall include a defined scope of work based on the Association's needs at the time of the leadership transition. The rate of

compensation shall be based on fair market values of comparable compensation in the industry and market and shall be recorded and maintained by the Association.

The Interim Executive Director, if any, shall have full authority for day-to-day decision making and independent action granted to the former or returning Executive Director. However, the Interim Executive Director shall consult the Board prior to taking on any new projects and/or taking policy positions on behalf of the Association. The Interim Executive Director, if any, shall report to the President or designee.

10.5 Filling the Executive Director Position:

In the event that the Executive Director has permanently left the position, the Board shall fill the position of the Executive Director. The Board shall appoint a Search Committee to locate and interview potential candidates for the Executive Director position and shall make hiring recommendations to the Board. The Board may, at its discretion, ensure that Executive Director duties continue to be completed pursuant to Section 8.4 while searching for a permanent Executive Director.

The rate of compensation for the Executive Director shall be based on fair market values of comparable compensation in the industry and market and shall be recorded and maintained by the Association.

SECTION 11

Crisis Management Plan

Effective Date: <<<<>>>>

Revision Date:

11.1 **Purpose:**

The Executive Committee or other committee as determined by the Board shall be responsible for creating a Crisis Management Plan. Crises are defined as events that can change the way the Association does business, change the structure of the Association, or attract attention from the public, elected officials, or the media. The purpose of this Crisis Management Plan is to mitigate or avoid the impact of a crisis on the Association's operations, organizational structure, or reputation.

This Crisis Management Plan shall be kept by the Executive Director in a safe, confidential location when not in use and shall be reviewed by the Executive Committee or other committee as determined by the Board on an annual basis.

11.2 **Emergency Response Team:**

The Executive Committee shall perform the Emergency Response Team duties until such time as a Board creates a separate Emergency Response Team.

Immediate, regular, and ongoing communication during a crisis is essential. In many cases, the Emergency Response Team will need to gather together in a centralized location to deal with and respond to the crisis. The Executive Director is responsible for assembling the Emergency Response Team at a centralized location in the event of a crisis.

11.3 **Crisis Communication:**

In order to ensure information regarding any crisis is communicated to stakeholders and persons served in a timely and accurate manner, only the Executive Director or President in the absence of the Executive Director may communicate with the public or the media. No employee other than the Executive Director is authorized to make any statement on behalf of the Association absent written consent from the Executive Director or the President. No members of the media shall be allowed on the Association property unless approved in writing by the Executive Director or President. Employees who are contacted by the media should refer the media representative to the Executive Director or the President in the absence of the Executive Director.

SECTION 12

Strategic Plan:

Effective Date: <<<<>>>>

Revision Date:

The Board shall strive to provide for a Strategic Plan approximately every five (5) years. The Strategic Plan should include the following:

1. A review of the purpose, Bylaws, and Certificate of Incorporation;
2. An assessment of strengths and weaknesses of the Association; and,
3. Appropriate strategies for meeting identified goals as established by the Association.

SECTION 13

Media Policy:

Effective Date: <<<<>>>>

Revision Date:

To ensure the quality and consistency of information disseminated to media sources, the following policy shall be enforced:

1. All media contacts are to be handled by the Executive Director or designees as determined otherwise by the Executive Director, regardless of who the media representative is, whom he or she represents, or how innocuous the request; and,

All press releases or other promotional materials are to be approved by the Executive Director or designees prior to dissemination. Failure to comply with the media policy shall be grounds for disciplinary action and/or removal from the Board or Executive Committee.

SECTION 14

Social Media Policy:

Effective Date: <<<<>>>>

Revision Date:

14.1 **Social Media Policy:**

The Association takes no position on a Director or other volunteer's decision to start or maintain a blog or participate in other social networking activities. However, it is the right and duty of the Association to protect itself from unauthorized disclosure of information. the Association's social networking policy includes rules and guidelines for authorized social networking and personal social networking and applies to all people who are engaging in the organization.

14.2 **General Provisions:**

Social medial posts, not affiliated with the Association, include, but are not limited to, photos, text or status posts, or videos on sites such as Facebook and Twitter, chat rooms, personal blogs, or other similar forms of online journals, diaries, or personal newsletters posted on private platforms.

Unless specifically instructed or authorized, Directors, Officers, employees, contract employees, Members, Committee Members, or volunteers (users) are not authorized and therefore restricted from speaking on behalf of the Association. If contacted by the media or press about their post that relates to the Association's business, users are required to speak with the Executive Director to pass along the contact information of the person involved with the media or press.

Users may not publicly discuss clients, products, associates, or any work-related matters, whether confidential or not, outside organization-authorized communications. Users are expected to protect the privacy of the Association and its users and clients and are prohibited from disclosing personal information about users and any other proprietary and nonpublic information to which users have access. Such information includes, but is not limited to, customer information, trade secrets, financial information, and strategic business plans.

14.3 **Monitoring:**

Users are cautioned that they should have no expectation of privacy while using the Association equipment or facilities for any purpose, including authorized blogging. Furthermore, users are cautioned that they should have no expectation of privacy while using the internet. Postings are public and can be reviewed by anyone, including the Association.

The Association reserves the right to monitor and review comments, discussions, and reserves the right to use content management tools to block content on blogs that violate blogging rules and guidelines about the Association, its users, clients, and the industry, including products and competitors, posted on the internet by anyone.

14.4 **Reporting Violations:**

The Association requires users to report any violations or possible or perceived violations to the Executive Director. Violations include discussions of the Association and/or its users and clients, any discussion of proprietary information, and any unlawful or unauthorized activity related to blogging or social networking.

14.5 Discipline for Violations:

The Association will investigate and respond to *all* reports of violations of the social networking policy and other related policies. Violation of the social networking policy will result in disciplinary action up to and including immediate termination. Discipline or termination will be determined based on the nature and factors of any blog or social networking post. The Association reserves the right to take legal action when necessary against anyone who has or is currently engaged in prohibited or unlawful conduct.

14.6 Acknowledgment:

Users are required to sign a written acknowledgment that they have received, read, understood, and agreed to comply with the organization's social networking policy and any other related policy.

14.7 Authorized Social Networking:

The goal of authorized social networking and blogging is to become a part of the industry conversation and promote web-based sharing of ideas and exchange of information. Authorized social networking and blogging are used to convey information about the Association services, promote and raise awareness of the brand, search for potential new markets, communicate with users and customers to brainstorm, issue or respond to breaking news or publicity, and discuss activities and events.

When social networking, blogging, or using other forms of web-based forums, they must ensure that use of these communications maintains the Association's brand identity, integrity, and reputation while minimizing actual or potential legal risks, whether used inside or outside the workplace.

14.8 Rules and Guidelines:

The following rules and guidelines apply to social networking and blogging when authorized by the Association and done on the Association time. The rules and guidelines apply to all employer-related blogs and social networking entries, including subsidiaries or affiliates.

Only authorized users can prepare and modify content for the Association website and/or the social networking entries located on sites such as Facebook or Twitter. Content must be relevant, add value, and meet at least one of the specified goals or purposes developed by the Association. If any doubt about the appropriateness of the information, material, or conversation, discuss the content with the Executive Director for approval before posting.

Any copyrighted information where written reprint information has not been obtained in advance cannot be posted on the Association's website and/or social networking sites such as Facebook or Twitter.

The Association expects all guest bloggers to abide by all rules and guidelines of this policy. The Association reserves the right to remove, without advance notice or permission, all guest bloggers' content considered inaccurate or offensive. The Association also reserves the right to take legal action against guests who engage in prohibited or unlawful conduct.

14.9 Personal Blogs:

The Association respects the right of users to write blogs and use social networking sites and does not want to discourage associates from self-publishing and self-expression. Users are expected to follow the guidelines and policies set forth to provide a clear line between you as the individual and you as the user.

The Association respects the right of users to use blogs and social networking sites as a medium of self-expression and public conversation and does not discriminate against users who use these media for personal interests and affiliations or other lawful purposes.

Bloggers and commenters are personally responsible for their commentary on blogs and social networking sites. Bloggers and commenters can be held personally liable for commentary that is considered defamatory, obscene, proprietary, or libelous by any offended party, not just the Association.

Users cannot use employer-owned equipment, including computers, organization-licensed software, or other electronic equipment, nor facilities or agency time, to conduct personal blogging or social networking activities.

Users cannot use blogs or social networking sites to harass, threaten, discriminate, or disparage against users or anyone associated with or doing business with the Association.

If you choose to identify yourself as a Association participant, please understand that some readers may view you as a spokesperson for the Association. Because of this possibility, we ask that you state that your views expressed in your blog or social networking area are your own and not those of the organization, nor of any person or organization affiliated or doing business with the Association.

Users cannot post on personal blogs or other sites the name, trademark, or logo of the Association or any business with a connection to the Association. Users cannot post organization-privileged information, including copyrighted information or organization-issued documents.

Users cannot post on personal blogs or social networking sites photographs of other associates, clients, vendors, or suppliers, nor can users post photographs of persons engaged in organization business or at organization events.

Users cannot post on personal blogs and social networking sites any advertisements or photographs of organization products, nor sell organization products and services.

SECTION 15

Record Destruction and Retention:

Effective Date: <<<<>>>>

Revision Date:

It is the policy of the Association to maintain records in accordance with laws and regulations. This policy addresses the retention and destruction of documents and other records of the Association both in hard copy and electronic form (all of which are referred to as “documents” in this policy). The purposes of this policy include (a) retention and maintenance of documents necessary for the proper functioning of the Association as well as to comply with applicable legal requirements; (b) destruction of documents that no longer need to be retained; and (c) guidance for Officers, Directors, volunteers, consultants, and employees of the Association with respect to their responsibilities concerning document retention and destruction.

The Executive Director will be responsible for administering this policy and for documenting actions taken under this policy. The Executive Director will periodically review the procedures outlined in this policy with legal counsel and a certified public accountant to ensure that they are in compliance with any new or revised regulations.

The Document Retention Schedule is set forth in the Financial Policies.

SECTION 16

Destruction of Litigation-Related Documents:

Effective Date: <<<<>>>>

Revision Date:

It is a crime to alter, cover-up, falsify, or destroy any document or, to persuade or ask someone to do so, to prevent its use in an official procedure. Document retention of financial records, significant contracts, major transactions, employee files, and financial obligations shall be maintained in accordance with the Association policy, including electronic files. Back-up for electronic files should be made semiannually and a hard copy of documents should be filed accordingly. If an official investigation is underway or even suspected, it is the responsibility of the Executive Director and Board to stop any document purging in order to avoid criminal obstruction charges.

SECTION 17

Legal and Internal Revenue Service Matters:

Effective Date: <<<<>>>>

Revision Date:

All legal and internal revenue service matters, verbal or written, shall be immediately directed to the Executive Director and President. Such matters shall then be reported to the Board in a timely manner.

SECTION 18

Conflict of Interest:

Effective Date: <<<<>>>>

Revision Date:

18.1 Purpose:

The purpose of the *Conflict of Interest Policy* is to protect the tax-exempt status of the Association when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an Officer, Director, volunteer, member, Committee Member, or key employee of the Association or might result in a possible excess benefit transaction. This policy is intended to supplement, but not replace, any applicable state and federal laws governing conflict of interests applicable to nonprofit organizations.

18.2 Definitions:

Interested Person: An Officer, Director, Volunteer, Member, or Committee Member with Board delegated powers or any Family Member of a Director, Officer, member, or Member of a Committee with Board delegated powers, or a key employee who has a direct or indirect financial interest, as defined below, is an Interested Person. If a person is an Interested Person with respect to any entity in which the Association is a party or has a close connection with, he/she is an Interested Person.

Financial Interest: A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

1. An ownership or investment interest in any entity with which the Association has a transaction or arrangement;
2. A compensation arrangement with the Association or with any entity or individual with which the Association has a transaction or arrangement; or,
3. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Association is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors which are not insubstantial. A financial interest is not necessarily a conflict of interest. Under this policy, a person who has a financial interest may have a conflict of interest if the Board or applicable Committee determines that a conflict of interest exists.

Family Member: For purposes of this *Conflict of Interest Policy*, a Family Member is defined as:

1. Spouse;
2. Domestic partner;
3. Parent;
4. Son or daughter;
5. Brother or sister;
6. Grandparent or grandchild;
7. Aunt or uncle;
8. Niece or nephew;
9. Guardian or ward;
10. Step, half, or in-law relations;
11. A person living in one's household; and,

12. Any other person with such a close bond as to suggest a conflict of interest in the relationship (for example, significant other or fiancée)

Nepotism creates an inherent conflict and must always be reported.

18.3 Procedures:

Duty to Disclose:

In connection with any actual or possible conflict of interest, an Interested Person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Directors and members of Committees with Board delegated power considering the proposed transaction or arrangement.

Conflict of Interest Disclosure Questionnaire:

The *Conflict of Interest Disclosure Questionnaire* is to be completed on an annual basis by Officers, Directors, key employees, and Committee Members. Certain volunteers, at the discretion of the Board, may be requested to complete the *Conflict of Interest Disclosure Questionnaire*. Officers, Directors, and Committee Members should also sign the affirmation portion of the *Conflict of Interest Disclosure Questionnaire*.

The Conflict of Interest Disclosure Questionnaire is attached as Exhibit E

Determining Whether a Conflict of Interest Exists:

After disclosure of the financial interest and all material facts, and after any discussion with the Interested Person, he/she shall leave the Board or Committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board or Committee Members shall decide if a conflict of interest exists.

Procedures for Addressing the Conflict of Interest:

1. An Interested Person may make a presentation at the Board meeting or Committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
2. The President or Chairperson of the Committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
3. After exercising due diligence, the Board or Committee shall determine whether the Association can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
4. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board or Committee shall determine by a majority vote of the disinterested Directors whether the transaction or arrangement is in the Association's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

18.4 Violations of the Conflict of Interest Policy:

If the Board or Committee has reasonable cause to believe an Interested Person has failed to disclose actual or possible conflicts of interest, it shall inform the Interested Person of the basis for such belief and afford the Interested Person an opportunity to explain the alleged failure to disclose.

If, after hearing the Interested Person's response and after making further investigation as warranted by the circumstances, the Board or Committee determines the Interested Person has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action, which may include removal from the Board.

18.5 Records of Proceedings:

The minutes of the Board and all Committees with Board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board or Committee's decision as to whether a conflict of interest in fact existed; and,
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

18.6 Compensation:

1. A voting member of the Board who receives compensation, directly or indirectly, from the Association for services is precluded from voting on matters pertaining to that Director's compensation.
2. A voting member of any Committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Association for services is precluded from voting on matters pertaining to that Director's compensation.
3. No voting member of the Board or any Committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Association, either individually or collectively, is prohibited from providing information to any Committee regarding compensation.

18.7 Perceived Conflicts of Interest:

Since the Association utilizes Federal, State, and private dollars, the Association will also consider perceived conflicts of interest as real conflicts of interest since perceived conflicts could have a negative impact on the Association.

The Annual Conflict of Interest Disclosure Questionnaire attached as Exhibit E.

SECTION 19

Whistleblower Policy:

Effective Date: <<<<>>>>

Revision Date:

The purpose of the *Whistleblower Policy* is to encourage and protect the reporting of wrongful activities and to deter retaliation against a Director, Committee Member, or employee for reporting those activities. No conviction of any person shall be required to afford protection for any Director, committee member, or employee under this section.

No Director or employee of the Association shall prohibit reporting of wrongful activities or take disciplinary action against a Director, Committee Member, or employee of the Association for:

1. Disclosing public information to correct what a Director, Committee Member, or employee reasonably believes evidences a violation of the Oklahoma Constitution or law or a rule promulgated pursuant to law or the Association's Bylaws;
2. Reporting a violation of the Oklahoma Constitution, state or federal law, rule or policy, the Association's Bylaws, mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health and safety;
3. Discussing the operations and functions of the Association, either specifically or generally, with the IRS, law enforcement, the print or electronic media, or other persons in a position to investigate or initiate corrective action; and,
4. Taking any of the above actions without giving prior notice to the Executive Director or Board.

The *Whistleblower Policy* shall not interfere in prohibiting disciplinary action of a Director, Committee Member, or employee who discloses information which the individual knows to be false, knows to be confidential pursuant to law, or knowingly and willingly discloses with reckless disregard for its truth or falsity. For any individual aggrieved pursuant to the *Whistleblower Policy*, she/he may file a complaint and be treated with appropriate confidentiality. Any complaint should be reported to the President or to any member of the Executive Committee or Finance Committee.

SECTION 20

Sexual and Other Harassment:

Effective Date: <<<<>>>>

Revision Date:

The Association shall promote a productive work environment and will not tolerate verbal or physical conduct by any individual that harasses, disrupts, or interferes with another's work performance or that creates an intimidating, offensive, or hostile work environment. The Association prohibits any form of harassment, including but not limited to, sexual harassment, and requires that all individuals conduct themselves in accordance with the highest moral and ethical standards. The prohibited conduct includes but is not limited to:

Unwanted physical contact or conduct of any kind, including sexual flirtation, touching, advances, or propositions; verbal abuse; demeaning, insulting, intimidating, or sexually suggestive comments about one's dress or body; the display in the workplace of demeaning, insulting, intimidating, or sexually suggestive objects or pictures, including nude photographs; and, demeaning, insulting, intimidating, or sexually suggestive written, recorded, or electronically transmitted messages.

Any of the above conduct, or other offensive conduct, directed at individuals due to their gender, gender identity, race, creed, color, religion, national origin, marital status, age, disability, genetics, pregnancy, military status, or any other characteristic protected by law, shall be deemed a violation of this policy. Each individual is responsible for their own actions and consequences thereof and the Association may report such actions to the appropriate authorities.

Failure to adhere to this policy will result in disciplinary action up to and including termination as a Director, Committee Member, employee, or volunteer.

Individuals who believe they are being subjected to harassment shall submit their facts to the Executive Director. If an individual is not satisfied with the findings of the Executive Director, the individual shall contact the President. If an individual believes they are being harassed by the Executive Director or President, the individual shall submit their facts to another Officer who will then notify any or all members of the Executive Committee. An investigation will then be undertaken to recommend what actions should be taken, if any, with the review presented to the individual and the Executive Director. All complaints filed, investigations conducted, and disciplinary action recommended and/or taken will be kept as confidential as possible, within the context of the investigative process and as necessary to comply with any requirements of any federal, state or local executive, legislative or judicial body, agency, tribunal, or board. Directors, Committee Members, and individuals are required to cooperate in any investigations. A timely resolution of each complaint should be reached and communicated to the parties involved. Retaliation against any individual for filing a complaint or participating in an investigation is strictly prohibited. The Association prohibits any form of retaliation against individuals for filing bona fide complaints or providing information about harassment. Any individual, supervisor, or manager who is found to have violated the harassment policy will be subject to appropriate disciplinary action, up to and including termination.

However, if an investigation of a complaint shows that the complaint or information was false, the individual who provided the false information will be subject to disciplinary action up to and including termination.

SECTION 21

Indemnification Policy:

Effective Date: <<<<>>>>

Revision Date:

The Directors will not be personally liable for the debts, liabilities, or other obligations of the Association. The Directors and Officers of the Association will be indemnified by the Association to the fullest extent permissible under the laws of Oklahoma. However, the Association will make no indemnification in respect to any claim, issue or matter as to which such person has been adjudged to be liable to the Association unless and only to the extent that the court in which such action or suit was brought determines, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expense which the court will deem proper. The Board may provide for a more in-depth indemnification policy at any time.

SECTION 22

Volunteer Liability Waiver and Agreement:

Effective Date: <<<<>>>>

Revision Date:

The Association volunteers, including Directors and Officers, will be required to complete a Volunteer Liability Waiver and Agreement prior to participation in any programs.

The Volunteer Liability Waiver and Agreement attached as Exhibit B.

SECTION 23

Policy Confirmation Statement:

Effective Date: <<<<>>>>

Revision Date:

Directors will be required to acknowledge they have received, read, and understand the policies of the Association.

The Policy Confirmation Statement is attached as Exhibit C.

SECTION 24

Certification:

Effective Date: <<<<>>>>

Revision Date:

THIS GOVERNANCE MANUAL OF Oklahoma Correctional Association Incorporated is adopted by the Board of Directors on ____ day of _____, 2023.

_____, President

_____, Secretary

EXHIBIT A

CONFIDENTIALITY STATEMENT

This Agreement is made this _____ day of _____, 20__ by and between Oklahoma Correctional Association Incorporated (“the Association”) and_____.

In consideration of the volunteering for the Association, it is hereby agreed as follows:

Confidential Information

The Association will at all times maintain transparency with members, sponsors and the general public. Information concerning sponsors and/or membership development efforts and plans shall not be used to benefit the efforts of any other organization.

Any request by a sponsor to remain anonymous or to limit information provided to the public shall be honored, except to the extent that the Association is legally required to disclose the identity of sponsors. All information about sponsors will be kept strictly confidential by the Association and its representatives unless the sponsor grants permission to release such information.

During my period of volunteer work, the Association may disclose or cause to be disclosed to me, confidential information including, but not limited to, membership, client, or personnel matters, such as information regarding cases and salaries, medical treatment or diagnosis, terminations, layoffs or promotions, and disciplinary measures regarding individual Directors, Officers, employees, contract employees, other volunteers; financial information regarding contractual arrangements, pricing, letters of agreement or understanding; intellectual property developed by the Association; identifiable confidential matters; or information regarding prospective business of the Association. I recognize such information to be the property of the Association and I agree to hold such information in trust and solely for the Association benefit and not to disclose such information to those inside or outside the Association either during or after volunteering, without the written consent of a Director of the Association.

Upon leaving the Association, I agree not to take with me, without first obtaining the written consent of a Director of the Association, any document or tangible evidence of confidential information or data belonging to, or under the control of, the Association, whether on disk, record or hard copy, whether an original or a reproduction.

Volunteer Signature: _____

Volunteer Printed Name: _____

Date: _____

EXHIBIT B

VOLUNTEER LIABILITY WAIVER AND AGREEMENT

Oklahoma Correctional Association Incorporated (the “the Association”) is a non-profit corporation. The Association regularly engages volunteers in its activities. In consideration for my ability to participate in the Association activities, by signing below, I, the Volunteer (or the Volunteer’s legal guardian, on the Volunteer’s behalf), agree that:

Policies and Safety Rules

For my safety and that of others, I will comply with the Association’s volunteer policies and safety rules and its other directions for all volunteer activities.

Awareness and Assumption of Risk

I understand that my volunteer activities may have inherent risks that may arise from the Association’s activities themselves, operations, my own actions or inactions, or the actions or inactions of Directors, Officers, employees, contract employees, other volunteers, and others present at the Association events. These risks may include, but are not limited to, working in situations with many people and therefore exposed to illnesses, working in emotional or volatile environments, working at event venues, lifting objects, and performing repetitive tasks. I assume full responsibility for any and all risks of bodily injury, death, or property damage caused by or arising directly or indirectly from my presence or participation at the Association events or participation in the Association activities, regardless of the cause.

Waiver and Release of Claims

I waive and release any and all claims against the Association its Directors, Officers, employees, contract employees, and volunteers (associates), for any liability, loss, damages, claims, expenses and attorney’s fees (or attorneys’ fees) resulting from death, or injury to my person or property, caused by or arising directly or indirectly from my presence at the Association events, or participation in activities on behalf of the Association, regardless of the cause and even if caused by negligence, whether passive or active. I agree not to sue any of the Released Parties on the basis of these waived and released claims. I understand that the Association would only permit me to volunteer with my agreement to these waivers and releases.

Medical Care Consent and Waiver

I authorize the Association to provide to me with medical personnel of its choice to provide medical assistance, transportation, and emergency medical services. This consent does not impose a duty upon the Association to provide such medical assistance, transportation, or emergency medical services. Additionally, I waive and release any claims against the associates arising out of any treatment, or medical service, including the lack or timing of such, made in connection with my volunteer activities with the Association.

Indemnification

I will defend, indemnify, and hold all associates harmless from and against any and all loss, damages, claims, expenses, and attorney’s fees (or attorneys’ fees) that may be suffered by any associate resulting directly or indirectly from my volunteer activities for the Association, except and only to the extent the liability is caused by the gross negligence or willful misconduct of the relevant associate.

Confidentiality

As a volunteer, I may have access to sensitive or confidential information. This information includes, but is not limited to, identity, address, contact information, credit card numbers, and financial information of the Association clients, volunteers, sponsors, and associates. At all times during and after my

participation, I agree to hold in confidence and not disclose or use any such confidential information except as required in my volunteer activities or as expressly authorized in writing by the Association's Executive Director.

Publicity and Photo Release

I consent to the unrestricted use of my image, voice, name, and/or story in any format including video, print, or electronic (materials) that any associate or others may create in connection with my participation in activities at or for the Association. The Association may make the materials available at its discretion to third parties, including photos, streamed, or other videos, on the Association website and internal displays, in the Association. publications, or through any other media, including social networking websites and apps. I waive any right to inspect or approve the finished product and acknowledge that I am not entitled to any compensation for the creation or use of the finished product.

I do not agree to a photo release _____. (Initial Here)

Volunteer Not an Employee

I understand that:

1. I am not an employee of the Association.
2. I will not be paid for my participation.
3. I am not covered by or eligible for any insurance, health care, worker's compensation, or other benefits.

I may choose at any time not to participate in an activity, or to stop my participation entirely, with the Association.

Volunteer Signature: _____

Volunteer Printed Name: _____

Date: _____

EXHIBIT C

POLICY CONFIRMATION STATEMENT

I have read and been informed about the content, requirements, and expectations of the policies for Oklahoma Correctional Association Incorporated (“the Association”). I have received a copy of the policies and agree to abide by the policy guidelines as a condition of volunteering as a Board Director or Officer for the Association, including the following:

- *Whistleblower Policy*
- *Conflict of Interest Policy*
- *Code of Ethics*
- *Social Media Policy*
- *Media Policy*
- *Insurance Policy*
- *Indemnification Policy*
- *Sexual and other Harassment Policy*
- *Record Retention Policy*

I understand that if I have questions at any time regarding any policies for the Association I will consult with the Executive Director or President.

Please read all policies carefully to ensure that you understand them before signing this document.

Board Director Signature: _____

Board Director Printed Name: _____

Date: _____

EXHIBIT D

BOARD SERVICE AGREEMENT

As a Board Director of Oklahoma Correctional Association Incorporated (hereinafter referred to as “the Association”). I am fully committed and dedicated to the purpose of the Association and have pledged to carry out such purpose. I understand that my duties and responsibilities include the following:

1. I understand my legal responsibilities are to make good faith decisions (a duty of care); to be true to the purpose of the organization (a duty of obedience); and, to act in the best interest of the Association (a duty of loyalty).
2. I am responsible for the oversight and implementation of the Bylaws and policies of the Association.
3. I will take an active part in reviewing, approving, and monitoring the budget.
4. I will maintain my Directorship in good standing with the Association.
5. I will attend Board meetings and be available for phone consultations.
6. I will read all consent agenda documentation prior to meetings.
7. I will maintain the confidentiality of information received through my service at the Association and will sign the Confidentiality Statement per the *Governance Manual*.
8. I will adhere to the policies of the Association and I acknowledge that I have received, read, will follow such policies, and will execute the Policy Confirmation Statement per the *Governance Manual*. I understand the policies and their necessity to the tax-exempt status of the Association.
9. I will take an active part to ensure the Association is not being utilized to promote, advertise, market, sell or distribute intellectual property, goods, or services which would lead to any form of private benefit to any Director of the Board or other individual.
10. I will volunteer to be a member of at least one committee.
11. If I am unable to meet my obligations as a Director, I will offer my resignation.

In signing this document, I understand that no rigid standard of measurement and achievement are being formed. I understand every Director is making a statement to act in the best of his or her abilities.

Signed: _____ Date: _____
Board Director

Acknowledged: _____ Date: _____
President of the Board

EXHIBIT E

ANNUAL CONFLICT OF INTEREST DISCLOSURE QUESTIONNAIRE

**For
Oklahoma Correctional Association Incorporated**

This Questionnaire is to be completed by the Oklahoma Correctional Association Incorporated (“the Association”) Officers, Directors, key employees, and members of Board committees.

The *Annual Conflict of Interest Disclosure Questionnaire* adopted by the Board of Directors of the Association requires disclosure of certain interests. It is not uncommon to have these interests, but it is very important to make them known to the Association.

Use this questionnaire to disclose where you or your Family Members have certain affiliations, interests or relationships, and/or have taken part in transactions that, in light of your relationship to the Association, might possibly give rise to an actual, apparent, or potential conflict of interest.

NAME: _____

In accordance with the purposes and intent of the *Conflict of Interest Policy* and *Code of Ethics Policy* adopted by the Board of Directors of the Association, a copy of which has been furnished to me, I hereby disclose that I or my Family Members have the following affiliations, interests or relationships, and/or have taken part in the following transactions:

1. BACKGROUND. Your role with the Association.

I hold the following positions(s) and/or have the following relationship(s) with the Association:

2. EXTERNAL INTERESTS.

Do you or any Family Member hold, directly or indirectly:

a. An ownership or investment interest in a company that does or may do business with, or that competes with, the Association?

No Yes – Explain in space below or add additional pages

b. A compensation arrangement with any company or entity that does or may do business with, or that competes with, the Association? Examples: compensation for employment or independent contractor services, consulting fees, board stipends or fees, advisory committee fees, honoraria, etc.

No Yes – Explain in space below or add additional pages

c. A director, officer, or board committee position with any other company that does or may do business with, or that competes with the Association (including competition for grants or donations)?

No Yes – Explain in space below or add additional pages

d. Any personal loans, advances, or other indebtedness to or from anyone who also does or may do

business with the Association? (Note: You may exclude charge cards and personal or mortgage loans at market rates from financial institutions)

No **Yes** – Explain in space below or add additional pages

e. Do you or any Family Member compete, directly or indirectly, with the Association in the purchase or sale of property rights, interests, or services?

No **Yes** – Explain in space below or add additional pages

f. Do you or any Family Member provide managerial, consultative, or other services to or on behalf of any other company that does or may do business with, or that competes with, the services of the Association?

No **Yes** – Explain in space below or add additional pages

g. Do you or any Family Member employ or otherwise retain any of the Association personnel for work on non-Association business done outside of the Association?

No **Yes** – Explain in space below or add additional pages

h. Have you or any Family Member used the Association property to conduct business that is not the Association business, without prior approval of an executive of the Association?

No **Yes** – Explain in space below or add additional pages

I. If you are employed by the Association, have you accepted assignments outside of the Association, either as an employee or as an independent contractor, over and above your primary or full-time assignment with any the Association?

No **Yes** – Explain in space below or add additional pages

j. Do you or any Family Member hold an elected or appointed office or other position of public responsibility that serves residents in the Association's service area?

No **Yes** – Explain in space below or add additional pages

k. Have you or any Family Member been a party to any action, suit, or proceeding during the past five years that might be deemed material to evaluating your ability, your integrity, or your interests with respect to the Association?

No **Yes** – Explain in space below or add additional pages

l. Do you or any Family Member know of any recent or pending actions, suit or proceeding in which you have an interest adverse to the interests of, or are a party adverse to the Association?

No **Yes** – Explain in space below or add additional pages

3. INTERNAL ACTIVITIES

a. In your area of direct responsibility within the Association, do you employ or supervise anyone with whom you have a business or personal relationship?

No **Yes** – Explain in space below or add additional pages

b. Have you or any Family Member attempted to influence the Association concerning the employment or retention of any immediate Family Member or other individual with whom you have a business or personal relationship?

No **Yes** – Explain in space below or add additional pages

4. GIFTS, GRATUITIES, AND ENTERTAINMENT

a. Have you or any Family Member accepted gifts or other favors from any person or company under circumstances from which someone might think that such action was intended to influence you in the performance of your duties on behalf of the Association?

Note: This does not prohibit the acceptance of reasonable items of nominal value that are clearly tokens of respect or friendship and not related to any particular transaction or activity when the value of such entertainment or items does not exceed One Hundred Dollars (\$100.00).

No Yes – Explain in space below or add additional pages

b. Have you or any Family Member accepted any gifts, favors, or benefits valued in excess of One Hundred Dollars (\$100.00) from customers, suppliers, or agents of the Association?

No Yes – Explain in space below or add additional pages

5. OTHER

In the space below, please disclose any other interest, activities, investments, or involvement that you think might be relevant for full disclosure of all actual, apparent, or possible conflicts of interest.

List the question (such a 2b or 3a) and provide explanation here:

Add additional pages as needed to explain all yes answers.

Signed: _____ Date: _____

Board Director

Printed Name