

**The Foundation for  
Tulsa Schools  
Policy & Procedures  
Employees Handbook**

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## **WELCOME TO THE FOUNDATION FOR TULSA SCHOOLS!**

Welcome to your new job at The Foundation for Tulsa Schools. We wish you every success in your endeavors here. You were hired because we believe that you will be a positive addition to our workforce, and because you have the potential and desire to meet the high standards set by The Foundation for Tulsa Schools. We hope you will find your work rewarding and stimulating, and that you will enjoy your career at The Foundation for Tulsa Schools.

The Foundation for Tulsa Schools was founded in Tulsa, Oklahoma in 2001 to provide community support and enhance the education of Tulsa Public School students. We presently serve students in the City of Tulsa who attend Tulsa Public Schools. Our mission is:

**The Foundation for Tulsa Schools is building a better community through the support of Tulsa Public Schools.**

## **ABOUT THIS HANDBOOK**

In order to help you understand how we work together, The Foundation for Tulsa Schools has prepared this Policy & Procedures Employee Handbook. It will help answer any questions you may have about our operations and benefits, workplace practices, and communications. This Handbook supersedes any prior handbook, policy manual, benefits or practices of The Foundation for Tulsa Schools. These policies contain summaries of our benefits, work rules, and policies, as we cannot explain every policy and benefit in this Handbook.

From time to time, we may unilaterally revise, amend, supplement, modify, eliminate or add to these policies and benefits. These policies may be changed at any time at the sole discretion of The Foundation for Tulsa Schools, without prior notice.

THIS HANDBOOK IS NOT AN EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT BETWEEN THE FOUNDATION FOR TULSA SCHOOLS AND YOU, THE EMPLOYEE, NOR IS IT A GUARANTEE OF ANY BENEFITS DESCRIBED IN THIS HANDBOOK. THE FOUNDATION FOR TULSA SCHOOLS OR YOU CAN TERMINATE EMPLOYMENT AT ANY TIME, FOR ANY REASON, OR FOR NO REASON. EMPLOYMENT AT THE FOUNDATION FOR TULSA SCHOOLS IS A VOLUNTARY, EMPLOYMENT AT-WILL RELATIONSHIP FOR NO SPECIFIED PERIOD OF TIME.

## **PURPOSE OF THE EMPLOYEE HANDBOOK**

This Employee Handbook is intended as a general guide to The Foundation for Tulsa Schools policies, procedures, and employee benefits. The matters described in this Handbook are subject to change, without notice, at the sole discretion of The Foundation for Tulsa Schools. This Handbook does not express conditions of employment nor does it create a contract between employees and The Foundation for Tulsa Schools.

# **INTRODUCTION**

## **FOUNDATION FOR TULSA SCHOOLS STRUCTURE**

The President and CEO for The Foundation for Tulsa Schools reports to The Foundation for Tulsa Schools Board of Directors. The Board of Directors plays a crucial role in the governance of our Foundation for Tulsa Schools. Our elected, volunteer Board consists of individuals who are committed to the mission of the Foundation for Tulsa Schools. Our Board members determine the mission of our Foundation for Tulsa Schools, establish management policies and procedures, assure that adequate human resources and financial resources are available, and actively monitor the Foundation for Tulsa Schools management, financial, and programmatic performance.

# **1. WORKPLACE PRACTICES**

## **DRUG FREE AND ALCOHOL-FREE WORKPLACE**

To ensure the high standards necessary to conduct The Foundation for Tulsa Schools business, and to comply with the requirements of the Drug-Free Workplace Act of 1988, The Foundation for Tulsa Schools instituted this Drug Free and Alcohol-Free Workplace policy. The Foundation for Tulsa Schools purpose in implementing this policy is to provide a drug-free and alcohol-free workplace in order to ensure a safe, healthy, and productive work environment for all employees. In addition to being concerned about your well-being, there is equal concern that The Foundation for Tulsa Schools reputation and image is not compromised in any way. The Foundation for Tulsa Schools policy concerning drug and alcohol use and abuse is as follows:

You must report to work in a fit condition to perform your duties. Being under the influence of drugs or alcohol is not acceptable.

The Foundation for Tulsa Schools prohibits the unlawful manufacture, distribution, dispensing, possession, or use or abuse of illicit drugs, alcohol, or prescription drugs if used in a way that is illegal or counter to published policy on controlled substances in the workplace. The workplace includes The Foundation for Tulsa Schools offices and all premises used to further our programmatic objectives.

You will not be terminated for voluntarily seeking assistance for a substance abuse problem. However, performance, attendance, or behavioral problems may result in disciplinary actions up to and including termination.

If you are taking physician-prescribed medication, you must notify your supervisor if there is likelihood that such medication could affect your job performance and safety. However, you are not required to give specific details about your medical condition. Additionally, all such information will be maintained in the strictest confidence.

A conviction for drug or alcohol abuse crimes will be considered to be in violation of our substance abuse policy. If you are convicted of such a crime, you are required to report any such conviction to your supervisor. You may be subject to termination or required to submit to a bona fide drug or alcohol abuse rehabilitation program. The Foundation for Tulsa Schools will inform appropriate law enforcement authorities of any drug-related crime that occurs in the workplace.

“Drugs” means any substance taken into the body, other than alcohol, which may impair one’s mental faculties and/or physical performance.

“Abuses” means any use of any illegal drug, or use of any drug, including alcohol, over-the-counter or prescription drugs when use is not in conformance with prescription requirements or in circumstances where use is not permitted.

The Foundation for Tulsa Schools will educate and inform its employees about the health consequences of drug and alcohol abuse. All current employees will be made aware of this policy through distribution of the Employee Handbook and educational materials.



## **EQUAL EMPLOYMENT OPPORTUNITY**

The Foundation for Tulsa Schools is committed to providing equal employment opportunities to all employees and applicants for employment. Accordingly, all terms and conditions of employment will be carried out without regard to race, creed, color, religion, gender, sexual orientation, nationality, marital status, age, or disability. The Foundation for Tulsa Schools will not tolerate acts deemed to constitute discrimination or harassment based on gender, sexual orientation, race, creed, color, religion, national origin, marital status, age, disability, or any other characteristic protected by law.

The Foundation for Tulsa Schools procedure for responding to individual discrimination complaints is guided by the regulations of the Equal Employment Opportunity Commission. These procedures are posted in areas throughout the Foundation for Tulsa Schools. Any employee or applicant for employment who believes that unlawful discrimination has occurred must consult with the President and CEO or the Director's designee within a reasonable period of time following the alleged discriminatory action. The President and CEO will then conduct an investigation and advise the employee or applicant of the findings or of any remaining steps that may be taken.

**THE OKLAHOMA ANTI-DISCRIMINATION ACT (25 O.S 1101, ET SEQ) PROHIBITS DISCRIMINATION BY COMPANIES WITH 15 OR MORE EMPLOYEES BASED ON RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, AGE, OR HANDICAP AND IS ADMINISTERED BY THE OKLAHOMA HUMAN RIGHTS COMMISSION.**

## **CONTRACTS AND CONSULTANTS**

All contracts generated by The Foundation for Tulsa Schools must follow a standardized form available from the President and CEO. If the contract is for less than \$3,000, the President and CEO must approve the contract. If the contract is for \$3,000 or above, the Chairman of the Board must approve the contract.

If you are entering into a contract over \$25,000 dollars other than an Innovative Partnership on behalf of The Foundation for Tulsa Schools you must adhere to the following standards:

- Do not participate in the selection, award, or administration of a contract if you or a member of your immediate family has a financial or other interest in the firm selected for the award;
- Do not solicit or accept any gratuity or favor from a contractor or potential contractor;
- Ensure that all procurement transactions are conducted in an open and free competition;
- Conduct a financial analysis of all Foundation for Tulsa Schools purchases which includes an analysis of a purchase v. a lease, quality of the goods, maintenance cost, cost of repairs of old equipment versus the cost of new equipment, need for the product, and reasonableness of cost;
- Make your best effort to use small business, minority-owned and women-owned businesses whenever possible;
- Consider the contractor's integrity, past performance, financial and technical resources; and
- Make sure that the type of contract is appropriate for the particular procurement.

## **HARASSMENT**

The Foundation for Tulsa Schools does not condone or excuse harassment of any kind. The Foundation for Tulsa Schools policy prohibits employees from discriminating against or harassing their colleagues based on gender, sexual orientation, religion, mental or physical impairment, age, race, marital status, creed, color, or national origin. The Foundation for Tulsa Schools will take immediate steps to address complaints of racial or ethnic slurs, or harassment based on age, gender, disability, sexual orientation, or any characteristic protected by law.

An employee who believes he or she has been the victim of any kind of harassment should report the incident immediately to the President and CEO of The Foundation for Tulsa Schools. The President and CEO will investigate all such complaints.

## **SEXUAL AND OTHER HARASSMENT**

The Foundation for Tulsa Schools does not condone or excuse harassment of any kind. The Foundation for Tulsa Schools policy prohibits employers from discriminating against or harassing their colleagues based on gender (more commonly known as “sexual harassment”), sexual orientation, pregnancy, religion, mental or physical impairment, age, race, marital status, creed, color, or national origin. The Foundation for Tulsa Schools will take immediate steps to address complaints of slurs or harassment based on any characteristic protected by law.

This policy applies to all work-related settings and activities, whether inside or outside the workplace, and includes business trips and business-related social events. The Foundation for Tulsa Schools property (e.g. telephones, copy machines, facsimile machines, computers, and computer applications such as e-mail and Internet access) may not be used to engage in conduct that violates this policy. The Foundation for Tulsa Schools policy against harassment covers employees and other individuals who have a relationship with The Foundation for Tulsa Schools which enables the Foundation for Tulsa Schools to exercise some control over the individual’s conduct in places and activities that relate to The Foundation for Tulsa Schools work (e.g. directors, officers, contractors, vendors, volunteers, etc.).

*Prohibition of Sexual Harassment:* The Foundation for Tulsa Schools policy against sexual harassment prohibits sexual advances or requests for sexual favors or other physical or verbal conduct of a sexual nature, when: (1) submission to such conduct is made an express or implicit condition of employment; (2) submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual who submits to or rejects such conduct; or (3) such conduct has the purpose or effect of unreasonably interfering with an employee’s work performance or creating an intimidating, hostile, humiliating, or offensive working environment.

While it is not possible to list all of the circumstances which would constitute sexual harassment, the following are some examples: (1) unwelcome sexual advances -- whether they involve physical touching or not; (2) requests for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment; or (3) coerced sexual acts.

Depending on the circumstances, the following conduct may also constitute sexual harassment: (1) use of sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one’s sex life; (2) sexually oriented comments on an individual’s body, about an individual’s sexual activity, deficiencies, or prowess; (3) displaying sexually suggestive objects, pictures, and/or cartoons; (4) unwelcome leering, whistling, or deliberate brushing against the body in a suggestive manner; (5) sexual gestures or sexually

suggestive comments; (6) inquiries into one's sexual experiences; or (7) discussion of one's sexual activities.

While such behavior, depending on the circumstances, may not be severe or pervasive enough to create a sexually hostile work environment, it can nonetheless make co-workers uncomfortable. Accordingly, such behavior is inappropriate and may result in disciplinary action regardless of whether it is unlawful.

*Prohibition of Other Types of Discriminatory Harassment:* It is also against The Foundation for Tulsa Schools policy to engage in verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, gender, religion, sexual orientation, age, national origin, disability, or other protected category (or that of the individual's relatives, friends, or associates) that: (1) has the purpose or effect of creating an intimidating, hostile, humiliating, or offensive working environment; (2) has the purpose or effect of unreasonably interfering with an individual's work performance; or (3) otherwise adversely affects an individual's employment opportunities.

Depending on the circumstances, the following conduct may constitute discriminatory harassment: (1) epithets, slurs, negative stereotyping, jokes, or threatening, intimidating, or hostile acts that relate to race, color, gender, religion, sexual orientation, age, national origin, or disability; and (2) written or graphic material that denigrates or shows hostility toward an individual or group because of race, color, gender, religion, sexual orientation, age, national origin, or disability and that is circulated in the workplace, or placed anywhere in The Foundation for Tulsa Schools premises such as on an employee's desk or workspace or on the Foundation for Tulsa Schools' equipment or bulletin boards. Other conduct may also constitute discriminatory harassment if it falls within the definition of discriminatory harassment set forth above.

The Foundation for Tulsa Schools encourages the reporting of all perceived incidents of sexual or other harassment either through an informal or a formal procedural mechanism. Anyone who retaliates against an employee who reports harassing conduct or cooperates in the investigation of a complaint of discriminatory harassment will be subject to disciplinary action.

To resolve a complaint of sexual harassment or another type of harassment on an informal basis, you should: notify the offender that his or her behavior is unwelcome; or, notify anyone in your supervisory chain or the supervisor of the alleged harasser. The supervisor will then attempt to resolve the situation as promptly and discretely as possible.

To initiate the formal procedure, you should notify the President and CEO of the Foundation for Tulsa Schools of the harassing conduct. The President and CEO will conduct an investigation of the complaint. To the extent possible, the complaints, interviews with colleagues, and any documents discovered or generated during the investigative process, will remain confidential. The results of the investigation will be reported to the Chairman of the Board of Directors who will then determine a course of action. The response can include various kinds of disciplinary action, up to termination. Upon completion of the investigation, The Foundation for Tulsa Schools will inform the employee who made the complaint of the results of the investigation.

If the alleged harasser is the President and CEO, you should report the conduct to a member of the Board. The Board will establish a committee to investigate the complaint and determine a course of action. The committee will be charged with initiating the investigation, conducting the investigation, and determining a response or course of action within a reasonable period of time. The Foundation for Tulsa Schools will conduct follow-up interviews to determine that the appropriate steps were taken and the issues were resolved.

## **CONFLICT OF INTEREST POLICY**

### **Application of Policy**

This policy applies to board members, staff and certain volunteers of The Foundation for Tulsa Schools. A volunteer is covered under this policy if that person has been granted significant independent decision making authority with respect to financial or other resources of the Foundation for Tulsa Schools. Persons covered under this policy are hereinafter referred to as “interested parties.”

### **Determining a Conflict of Interest**

A conflict of interest may exist when the interests or concerns of an interested party may be seen as competing with the interests or concerns of the Foundation for Tulsa Schools. There are a variety of situations that may raise conflict of interest concerns including, but not limited to, the following:

Financial Interests - A conflict may exist where an interested party or a relative or business associate of an interested party directly or indirectly benefits or profits as a result of a decision or transaction entered into by the Foundation for Tulsa Schools. Examples include situations where:

the Foundation for Tulsa Schools contracts to purchase or lease goods, services, or property from an interested party or a relative or business associate of an interested party;

the Foundation for Tulsa Schools purchases an ownership interest in or invests in a business entity owned by an interested party or by a relative or business associate of an interested party;

the Foundation for Tulsa Schools offers employment to an interested party or a relative or business associate of an interested party, other than a person who is already employed by the Foundation for Tulsa Schools;

an interested party or a relative or business associate of an interested party is provided with a gift, gratuity, or favor of a substantial nature from a person or entity which does business or seeks to do business with the Foundation for Tulsa Schools;

an interested party or a relative or business associate of an interested party is gratuitously provided use of the facilities, property, or services of the Foundation for Tulsa Schools.

Other Interests - A conflict may also exist where an interested party or a relative or business associate of an interested party obtains a non-financial benefit or advantage that he/she would not have obtained absent his/her relationship with the Foundation for Tulsa Schools, or where his/her duty or responsibility owed to the Foundation for Tulsa Schools conflicts with a duty or responsibility owed to another Foundation for Tulsa Schools. Examples include:

an interested party seeks to obtain preferential treatment by the Foundation for Tulsa Schools for him/herself, a relative, or business associate;

an interested party seeks to make use of confidential information obtained from the Foundation for Tulsa Schools for his/her own benefit or for the benefit of a relative, business associate, or other Foundation for Tulsa Schools; or

an interested party seeks to take advantage of an opportunity or enables a relative, business associate or other Foundation for Tulsa Schools to take advantage of an opportunity which he/she has reason to believe would be of interest to the Foundation for Tulsa Schools.

### **Disclosure of Actual or Potential Conflicts of Interest**

An interested party is under a continuing obligation to disclose any actual or potential conflict of interest as soon as it is known or reasonably should be known.

An interested party shall complete a questionnaire to fully and completely disclose the material facts about any actual or potential conflicts of interest. The disclosure statement shall be completed upon his/her association with the Foundation for Tulsa Schools, and shall be updated annually thereafter. An additional disclosure statement shall be filed at such time as an actual or potential conflict arises.

For board members, the disclosure statements shall be provided to the Chairman of the Board. The Chairman's disclosure statement shall be provided to the Secretary of the Board. Copies shall also be provided to the President and CEO of the Foundation for Tulsa Schools.

In the case of staff or volunteers with significant decision-making authority, the disclosure statements shall be provided to the President and CEO of the Foundation for Tulsa Schools. The President and CEO disclosure statement shall be provided to the Chairman of the board.

The Secretary of the Board shall file copies of all disclosure statements with the official corporate records of the Foundation for Tulsa Schools.

Whenever there is reason to believe that an actual or potential conflict of interest exists between The Foundation for Tulsa Schools and an interested party, the board of directors shall determine the appropriate Foundation for Tulsa Schools response. This shall include, but not necessarily be limited to, invoking the procedures described in Section IV, below, with respect to a specific proposed action or transaction.

#### **Procedures for Addressing Conflicts of Interest - Specific Transactions**

Where an actual or potential conflict exists between the interests of The Foundation for Tulsa Schools and an interested party with respect to a specific proposed action or transaction, The Foundation for Tulsa Schools shall refrain from the proposed action or transaction until such time as the proposed action or transaction has been approved by the disinterested members of the board of directors of the Foundation for Tulsa Schools. The following procedures shall apply:

1. An interested party who has an actual or potential conflict of interest with respect to a proposed action or transaction of the corporation shall not participate in any way in, or be present during, the deliberations and decision making of the Foundation for Tulsa Schools with respect to such action or transaction. The interested party may, upon request, be available to answer questions or provide material factual information about the proposed action or transaction.
2. The disinterested members of the Board of Directors may approve the proposed action or transaction upon finding that it is in the best interests of the corporation. The board shall consider whether the terms of the proposed transaction are fair and reasonable to the Foundation for Tulsa Schools and whether it would be possible, with reasonable effort, to find a more advantageous arrangement with an entity that is not an interested party.

3. Approval by the disinterested members of the Board of Directors shall be by vote of a majority of directors in attendance at a meeting at which a quorum is present. An interested party shall not be counted for purposes of determining whether a quorum is present, or for purposes of determining what constitutes a majority vote of directors in attendance.
4. The minutes of the meeting shall reflect that the conflict disclosure was made, the vote taken and, where applicable, the abstention from voting and participation by the interested party.

#### **Violations of Conflict of Interest Policy**

If the Board of Directors has reason to believe that an interested party has failed to disclose an actual or potential conflict of interest, it shall inform the person of the basis for such belief and take the appropriate action.

## **2. ABOUT YOUR JOB**

### **CONFIDENTIALITY**

The Foundation for Tulsa Schools considers certain information to be confidential and/or proprietary. Such information should not be communicated without proper authorization from your supervisor.

When discussing or transmitting confidential information, please follow these guidelines:

- ❑ Do not reveal any confidential information except under the direction and with the approval of your supervisor;
- ❑ Make sure that confidential information is properly marked and secured before transmittal;
- ❑ Ensure that the recipient of the confidential information has a legitimate need to know the information;
- ❑ Avoid displaying confidential data where it can be easily observed, including on your computer screen when you are not at your desk;
- ❑ Immediately inform your supervisor of the loss of any confidential data;
- ❑ Limit reproduction and distribution of such information;
- ❑ Secure confidential documents in locked cabinets or containers when not in use; and
- ❑ Make sure that you properly dispose of all confidential information.

Do not remove any confidential information from the Foundation for Tulsa Schools' office without specific authorization to do so. Before you leave employment at The Foundation for Tulsa Schools return all confidential and sensitive information directly to your supervisor.

### **OWNERSHIP OF MATERIAL**

All information that you write, develop, receive or compile, including but not limited to publications, articles, speeches, reports, manuals, etc., during the performance of your duties at The Foundation for Tulsa Schools automatically becomes our property, whether or not it is written, developed, or compiled in your home or in our offices, and whether done during business hours or during other time.

### **CONSULTING AND HONORARIA**

If you are asked to consult with others or to speak at a conference as a representative of The Foundation for Tulsa Schools you must obtain prior approval from the President and CEO. All monetary compensation you earn as a representative of The Foundation for Tulsa Schools shall be paid to The Foundation for Tulsa Schools. This includes, but is not limited to, compensation paid for speaking engagements, written work, and attendance at events.

### **OUTSIDE BUSINESS INTERESTS**

You may have outside business interests or outside employment so long as it does not interfere with your job performance or otherwise create a conflict of interest or an appearance of a conflict of interest. Improper outside activities include, but are not limited to: working for a competing Foundation for Tulsa Schools or business; using the Foundation for Tulsa Schools time, facilities or equipment to engage in another business or occupation; and, engaging in an outside activity which results in you losing time from work, presents the appearance of a conflict, or distracts you from performing satisfactorily.

## **PERSONAL BELIEFS AND PARTISAN POLITICAL ACTIVITY**

The Foundation for Tulsa Schools recognizes that you may hold a wide range of personal beliefs, values and commitments. These beliefs, values and commitments are a conflict of interest only when they prevent you from fulfilling your job responsibilities, if you attempt to use The Foundation for Tulsa Schools time and facilities for furthering them, or if you continue to attempt to convince others of your personal beliefs after you have been asked to stop.

As an employee of a 501(c)(3) tax-exempt Foundation for Tulsa Schools, you may not use your Foundation for Tulsa Schools authority to coerce or attempt to command or advise another employee to pay or contribute anything of value for political purposes. You may not directly or indirectly use, or allow any other person to use; any of the resources of the Foundation for Tulsa Schools for political purposes nor may the Foundation for Tulsa Schools attempt to influence elections by promoting a specific party or candidate. Employees may not use The Foundation for Tulsa Schools name to imply in any way that the Foundation for Tulsa Schools supports a candidate or party.

## **WHISTLEBLOWING**

Employers may not discharge, threaten, or otherwise discriminate against employees because:

- ❑ they or someone acting on their behalf report or are about to report to the employer or a public body a violation or a suspected violation of a law, rule, ordinance, or regulation or a contract unless they know the report is false; or
- ❑ an employee is requested by a public body to participate in an investigation, hearing, or inquiry held by a public body or a court action.

**OKLAHOMA TITLE 74 O.S., 840.25 COMMONLY KNOWN AS THE “WHISTLEBLOWER ACT” ONLY APPLIES TO PUBLIC EMPLOYEES. OKLAHOMA DOES NOT RECOGNIZE A PUBLIC POLICY EXCEPTION TO “THE EMPLOYMENT AT WILL DOCTRINE” FOR WHISTLEBLOWERS.**

## **PERSONNEL RECORDS**

Federal and state law requires The Foundation for Tulsa Schools to keep certain employee records on file for specific lengths of time. The President and CEO confidentially maintains these records in your official personnel file.

You may review the contents of your personnel files, by appointment, the President and CEO present. Personnel records are the property of The Foundation for Tulsa Schools. You may not alter, remove, add, or replace any documents in your file. You may not view the personnel records of any other employee.

Please help us keep these files up to date by informing us of any changes in your marital status, address, number of dependents, insurance beneficiary, telephone number, and who to notify in the event of an emergency. Such information is critical to ensure that we are able to administer our benefits and health insurance in an accurate and timely manner.

**OKLAHOMA IS ONE OF 8 STATES TO ADOPT THE “UNIFORM PRESERVATION OF PRIVATE BUSINESS RECORDS ACT (UPBRA). THIS ACT STATES THAT UNLESS FEDERAL OR STATE LAW NOTES OTHERWISE RECORDS SHOULD BE RETAINED FOR 3 YEARS.**



**THE OKLAHOMA OPEN RECORDS ACT, WHICH REQUIRES EMPLOYERS TO ALLOW EMPLOYEES TO INSPECT THEIR PERSONNEL FILES, ONLY APPLIES TO PUBLIC EMPLOYEES.**

## **HOURS OF WORK AND OVERTIME**

The standard workday is eight hours, including lunch. The standard office hours are 9:00 a.m. to 5:00 p.m.

**NOTE: OKLAHOMA LAWS REGARDING OVERTIME MIRROR THE FEDERAL LABOR STANDARDS ACT WHICH REQUIRES EMPLOYERS TO PAY EMPLOYEES WHO WORK MORE THAN 40 HOURS IN ANY WORKWEEK AT A RATE OF NOT LESS THAN 1 ½ TIMES THE EMPLOYEE'S REGULAR RATE FOR THE HOURS IN EXCESS OF 40 DURING A WORKWEEK**

## **TELECOMMUTING**

In order to accommodate the needs of our employees, The Foundation for Tulsa Schools will allow some employees in specific positions to telecommute and work at home as long as telecommuting does not adversely affect the employee's productivity or the efficient operation of the Foundation for Tulsa Schools. Some positions within the Foundation for Tulsa Schools, by their very nature, do not lend themselves to telecommuting, for example, positions that require the supervision of other employees. The Foundation for Tulsa Schools will determine whether a specific job may be performed effectively off site and whether an individual is effective working without supervision at home.

When considering telecommuting, you and your supervisor must be sure that the following conditions are met:

- telecommuting does not adversely affect the Foundation for Tulsa Schools, departmental assignments/projects, client relations, or other work units;
- there is adequate and suitable work available for you to perform at home with no supervision;
- the position is appropriate for a telecommuting arrangement; and
- you have maintained a good work record prior to making your request to telecommute (for example, no excessive or unexcused absences and no corrective action within the last six months of employment).

You should discuss your interest in telecommuting with your supervisor first to determine whether telecommuting is an option in your current position. If your supervisor agrees, you and your supervisor should meet with the President and CEO, who oversees the telecommuting program, in order to create a written agreement that sets forth the conditions of the telecommute. You, your supervisor, and the President and CEO must sign the agreement. The agreement must include:

- the hours and days you will be present in the workplace;
- an acknowledgement that you have a suitable home office environment equipped with a computer, telephone, fax, and other support systems;
- the performance criteria that will be used to determine whether the telecommuting arrangement is effective;

- ❑ your reporting requirements;
- ❑ an acknowledgement that your telecommuting arrangement may be revised or discontinued at any time; and
- ❑ an acknowledgement that you remain employed at-will and that the telecommuting agreement does not constitute a contract of employment.

In order to be eligible for telecommuting, you must have been employed full-time by The Foundation for Tulsa Schools for at least one year.

## **SMOKING**

To protect the health and safety of all employees, smoking is prohibited within the confines of the office building or other office space used for The Foundation for Tulsa Schools.

**TITLE 21 O.S. 1247 STATES “ THE POSSESSION OF LIGHTED TOBACCO IN ANY FORM IS A PUBLIC NUISANCE AND DANGEROUS TO PUBLIC HEALTH AND IS HEREBY PROHIBITED WHEN SUCH POSSESSION IS IN ANY INDOOR PLACE USED BY OR OPEN TO THE PUBLIC, PUBLIC TRANSPORTATION, OR ANY INDOOR WORKPLACE, EXCEPT WHERE SPECIFICALLY ALLOWED BY LAW.” HOWEVER, DISCRIMINATION AGAINST PERSONS WHO SMOKE DURING OFF-HOURS IS PROHIBITED. IT IS ALSO ILLEGAL TO DISCRIMINATE AGAINST EMPLOYEES BECAUSE THEY ARE NON-SMOKERS (40 O.S. 500, ET SEQ).**

## **WEAPONS**

The Foundation for Tulsa Schools prohibits employees and non-employees, whether licensed to carry concealed handguns or not, from carrying such weapons on the premises of the Foundation for Tulsa Schools. This prohibition is extended to employees who have licenses to carry concealed weapons from keeping such weapons in personally owned vehicles parked on the employer’s premises.

## **PERSONAL APPEARANCE**

Many visitors come to our office throughout the year. Accordingly, it is important to maintain a business-like appearance, avoiding extreme attire in the office, and while serving our clients in the community. The key guideline: Dress in a manner that reflects well on our Foundation for Tulsa Schools.

Certain attire is prohibited during work hours. Such items include, but are not limited to, halters, sweatshirts, flip-flops, bathing attire, beachwear, short-shorts, and exceptionally revealing clothes.

The Foundation for Tulsa Schools also expects you to keep your workstations and work areas as orderly as possible.

## **VIOLENCE IN THE WORKPLACE**

The safety and security of all employees is of primary importance at The Foundation for Tulsa Schools. Threats, threatening and abusive behavior, or acts of violence against employees, visitors, clients, or other individuals by anyone on Foundation for Tulsa Schools property will not be tolerated. Violations of this policy will lead to corrective action up to, and including, termination and/or referral to appropriate law enforcement agencies for arrest and prosecution. The Foundation for Tulsa Schools reserves the right to take any necessary legal action to protect its employees.

Any person who makes threats, exhibits threatening behavior, or engages in violent acts on Foundation for Tulsa Schools premises shall be removed as quickly as safety permits and shall remain off the Foundation for Tulsa Schools' premises until an investigation has been completed. Following the investigation, the Foundation for Tulsa Schools will initiate an immediate and appropriate response. This response may include, but is not limited to, suspension and/or termination of any business or employment relationship, reassignment of job duties, and/or criminal prosecution of the person or persons involved.

You are responsible for notifying management of any threats that you witness or receive or that you are told another person witnessed or received. Even without a specific threat, you should report any behavior you have witnessed that may be regarded as potentially threatening or violent or which could endanger the health or safety of an employee if the behavior has been carried out on a Foundation for Tulsa Schools-controlled site or is connected to the Foundation for Tulsa Schools' employment or business. You are responsible for making this report regardless of the relationship between the individual who initiated the threatening behavior and the person or persons being threatened. The Foundation for Tulsa Schools understands the sensitivity of the information requested and will do its utmost to maintain the confidentiality of such information in order to respect the privacy of the reporting employee.

### 3. LEAVE POLICIES

#### ANNUAL AND SICK LEAVE (PAID TIME OFF)

The Foundation for Tulsa Schools provides paid annual and sick leave (Paid Time Off, also known as PTO) to its employees to allow them: (1) to enjoy regular periods of rest and relaxation; (2) to use when the employee or an employee’s family member is sick and the employee is unable to come to work; and (3) to attend to other personal business when necessary.

All full-time, full-year employees are eligible for PTO, which is earned at a rate ranging from 120 hours per year to 200 hours per year, depending upon years of service. See the chart below. Leave accrual for part-time employees is calculated on a prorated basis. Leave for contract employees is determined by their contract.

<b>Full-Time, Full-Year Employees</b>			
<b>Years of Service</b>	<b>Paid Time Off</b>	<b>Credited as of (1<sup>st</sup> day of fiscal year-7/1) Credited as of January 1</b>	<b>Cumulative Leave Maximum Carryover</b>
3 or less	80	40 hours 40 hours	10
3 through 7	120	60 hours 60 hours	20
More than 7	160	80 hours 80 hours	40

The Foundation for Tulsa Schools encourages you to use your leave. You will not be paid in lieu of PTO and you are not permitted to “work your leave” for double pay. You can carryover a small portion of unused leave based on the chart above. All hours above that limit will be forfeited at the end of the year.

You can receive up to two weeks of PTO pay for unused PTO upon your voluntary termination depending upon when you leave during the year. If you leave in the first six months, you can be reimbursed for up to one week’s PTO for any unused leave. If you leave during the second six months, you can receive up to two weeks PTO for any unused leave.

A few other notes about PTO:

- ❑ When a The Foundation for Tulsa Schools holiday falls during your scheduled leave, it is counted as a holiday and not as PTO leave.
- ❑ Under exceptional circumstances, if you do not have any accumulated PTO, you may take limited advanced PTO (with or without pay) with the approval of the President and CEO. Advanced leave may not exceed two times your accrual rate.
- ❑ When approving PTO requests, supervisors will consider staffing requirements, respective lengths of service, and employee preferences.
- ❑ Accrual of PTO begins on your date of hire.
- ❑ Certain absences qualify as Family and Medical Leave Act absences, as described in this section of the Handbook.

- ❑ Under certain circumstances, you can contribute up to 40 hours of PTO to another employee; contributed hours will be deducted from the contributing employee's cumulative maximum carryover for the calendar year in which the PTO is contributed. An employee may not receive more than 80 hours of contributed leave in a 12-month period.
- ❑ If you have an illness lasting longer than ten workdays that qualifies for FMLA leave you must submit a Request for FMLA Absence form, and, if applicable, submit an application for short-term disability benefits. Please see the FMLA policy for further details.

## **SICK LEAVE**

The Foundation for Tulsa Schools provides sick leave for all full-time employees and *pro rata* sick leave for part-time employees. This leave may be used for illness, injury, (a visit to a health care provider, to take care of a sick child or parent, or for the birth or adoption of a child). Foundation for Tulsa Schools may require verification of your illness for absences longer than three days or for repeated absences in the same year.

Regular, full-time employees will receive 6 working days (48 hours) per year of paid sick leave, accrued at the rate of four hours per pay period. Sick leave for part-time employees will be prorated based on the number of hours worked per week. For example, an employee who works half-time will accumulate 2 hours of sick leave per pay period.

Sick leave may be carried over from year to year but no employee can accumulate more than (30) days of sick leave. All unused sick leave will be forfeited when you leave the Foundation for Tulsa Schools. No employee will receive a payout for accumulated sick leave.

**NOTE: SICK LEAVE IS GENERALLY EXEMPTED FROM HAVING TO BE PAID OUT BY EMPLOYERS.**

## **EXCUSED ABSENCES**

The Foundation for Tulsa Schools allows for the following excused absences (in addition to annual and sick leave, disability, FMLA leave, and leave of absence):

- ❑ *Jury Duty.* The Foundation for Tulsa Schools cooperates with local, state, and federal courts by allowing you to serve on juries without incurring financial loss. You must provide a copy of the juror summons to your supervisor in order to have your absence counted as an excused absence and to receive your compensation while on jury duty. Full-time, full-year and part-time, full-year employees receive the difference between the compensation for jury duty and their regular rate of pay. Pay for meals and transportation is not considered as compensation.

**NOTE: BOTH FEDERAL AND OKLAHOMA LAW PROHIBITS AN EMPLOYER FROM DISCHARGING AN EMPLOYEE FOR SERVING ON A STATE OR FEDERAL JURY. NO FEDERAL LAW GOVERNS THE AMOUNT OF COMPENSATION PAID TO AN EMPLOYEE BY THE EMPLOYER DURING JURY SERVICE, OR THE LENGTH OF TIME YOU MUST COMPENSATE THE EMPLOYEE. FEDERAL LAW REQUIRES EMPLOYERS TO MAINTAIN THE SAME LEVEL OF BENEFITS AND SENIORITY FOR EMPLOYEES ON JURY DUTY AS FOR ANY APPROVED ABSENCE.**

- ❑ *Military Training Leave.* Full-time, full year employees are granted up to ten days leave for annual military training programs for the National Guard, the regular armed forces, or reserves. The Foundation for Tulsa Schools will pay such an employee the difference between the compensation for military duty and his or her regular rate of pay, if military compensation is less than the employee's regular rate of pay. If you are conscripted or enlist for an extended military obligation, you will not continue to receive compensation from Foundation for Tulsa Schools.

The Uniformed Services Employment and Reemployment Rights Act (USERRA) protects the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service. The law also prohibits employers from discriminating against past and present members of the uniformed services and applicants to the uniformed services. In compliance with USERRA, you will be returned to your former job or a similar position at the completion of your military service if: 1) you reapply for your job within 90 days of separating from service; and 2) you are qualified to perform the job.

You will receive any other benefits to which you are entitled to by law.

**OKLAHOMA PUBLIC EMPLOYEES ARE GRANTED 30 DAYS OF LEAVE FOR MILITARY TRAINING PERIOD WITHOUT LOSS OF PAY, TIME, OR EFFICIENCY RATING (72 O.S. 48).**

- ❑ *Leave of Absence.* Upon written request, the Foundation for Tulsa Schools may grant you a leave of absence without pay for a specified period of time. You must have one year of service and have worked 1,250 hours to be considered for a leave of absence. The request should be made in advance whenever possible. Leave requests exceeding 30 calendar days (approximately 22 working days) require the approval of the President and CEO.

If your leave request is for your own serious health condition, or that of a family member, medical certification will be required within 15 days from the start of the absence. Periodic recertification's may also be required.

If a leave of absence is less than 30 days, you will be reinstated to your former position upon returning to work. If a leave of absence is greater than 30 days, you will be reinstated to your former position upon your return if it is still open, or considered for a comparable available position at the same rate of pay. If no comparable position is available, your employment will be terminated. .

- ❑ *Bereavement Leave.* Full-time, full-year and part-time, full-year employees are granted up to three days of paid leave at full salary for a death in their immediate family, which includes the employee's spouse, life partner, children, parents, siblings, and grandparents, member of the employee's household, and a spouse's parents and siblings. Please notify your supervisor when you will be absent.
- ❑ *Voting.* The Foundation for Tulsa Schools encourages all employees to exercise their right to vote. With approval of the President and CEO, up to two hours of paid leave will be granted if voting conflicts with your work schedule.

**NOTE: FAILURE TO GRANT LEAVE TO ALLOW AN EMPLOYEE SUFFICIENT TIME TO VOTE AFTER REQUEST FOR SUCH LEAVE (WHICH REQUEST MUST BE MADE BY NO LATER THAN THE DAY BEFORE THE ELECTION), IS A MISDEMEANOR PUNISHABLE BY FINE OF \$50-100 (26 O.S. 7-101). THE EMPLOYEE CANNOT BE PENALIZED DUE TO MISSED TIME, BUT THE EMPLOYEE CAN BE ASKED TO MAKE UP THE TIME LOST.**

- ❑ School Visitation Leave. All full-time and part-time employees are entitled to six (6) hours per child per year of leave to visit the school of the employee's child.

**NOTE: NO FEDERAL OR OKLAHOMA LAW REQUIRES SCHOOL VISITATION LEAVE.**

- ❑ *Weather-Related Closures.* The Foundation for Tulsa Schools is concerned about the safety and well-being of all its employees. At the same time, The Foundation for Tulsa Schools is responsible for conducting quality programs and serving its clients. In adverse weather conditions, the Foundation for Tulsa Schools will determine whether to close the office or grant liberal leave in conjunction with the Tulsa Public Schools decision and subsequent announcements in the local media. Tulsa Public Schools work status is usually announced by 6:00 a.m. Further instructions will be available on The Foundation for Tulsa Schools voice mail after 7:30 a.m. If you do not have voice mail, contact your supervisor.

If the federal government closes with essential personnel required to report, Foundation for Tulsa Schools office will close and only essential personnel are required to report. No annual leave will be charged to employees who do not report. Up to eight hours of equivalent compensatory time will be granted to essential personnel who report to work. You may not combine compensatory time with the actual hours worked in qualifying for overtime compensation.

If the federal government announces that a liberal leave policy is in effect, The Foundation for Tulsa Schools office will open for business as usual. Essential personnel are required to report. Employees not reporting to work during liberal leave status will be charged annual leave. For the purposes of this policy, the term *essential personnel* is defined as those employees who have program-related responsibilities deemed necessary to serve our clients on a daily basis.

- ❑ *Emergency Closures.* In the event of other emergency closings, such as electrical outages or flooding, The Foundation for Tulsa Schools will use telephone trees and voice mail to announce whether the office is closed or liberal leave status is in effect, as determined by the President and CEO.

## **LEAVE REQUESTS**

All requests for leave require prior approval, except in those cases where approval is not feasible (for example, in the case of an unexpected illness).

To complete a leave request, you must fill in the date(s) and type(s) of leave requested in the "leave" block of the Employee Timesheet and submit it to your department director for verification of your current leave balance.

After leave time has been verified, submit the timesheet to your supervisor for approval. Approved timesheets are then submitted to Payroll for the pay period during which the leave is taken.

## **HOLIDAYS**

Each year the President and CEO approves a holiday schedule that includes the holidays listed below and may include additional days.

- New Year's Day
- Martin Luther King Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

The number of holidays and the schedule are subject to change without notice. The President and CEO may establish additional holidays on an annual basis.

The Foundation for Tulsa Schools observes holidays falling on a Saturday on the preceding Friday. The Foundation for Tulsa Schools observes holidays occurring on a Sunday on the following Monday.

All full-time employees receive eight paid hours for a holiday. Part-time employees will be granted time off if the holiday corresponds to his or her normally scheduled period of work. You must be in an active pay status both the day before and the day after a Foundation for Tulsa Schools holiday in order to be paid for the holiday. An employee on an unpaid leave of absence, or on disability, does not receive holiday pay.

Absences for religious holidays or other personal reasons may be charged to annual and sick leave (or vacation leave) with approval of the President and CEO, unless you take the day as a floating holiday.

## **PERSONAL DAYS**

In addition, to the above holidays, full-time, full-year employees shall be entitled to two additional days off with pay for the observance of religious holidays or for such other use as the employee desires. You must obtain approval from your supervisor prior to taking a personal day. Personal days cannot be carried over from one fiscal year to the next nor will they be paid out upon your termination from employment. If you begin employment in the third quarter of the fiscal year, you are entitled to one personal day. If you begin employment in the fourth quarter of the fiscal year, you are not entitled to any personal days.



## **THE FAMILY AND MEDICAL LEAVE ACT (FMLA)**

The FMLA entitles eligible employees to take up to 12 workweeks of unpaid, job-protected leave each FMLA year (as defined below) for any of the following:

- The birth of your child, and to care for the child
- The placement of a child with you for adoption or foster care
- To care for your spouse, parent, or child with a serious health condition
- For your own serious health condition that makes you unable to perform the functions of your job

FMLA leave may be taken consecutively or intermittently (where medically necessary) by agreement with the Foundation for Tulsa Schools. To be eligible for FMLA leave, you must have worked for The Foundation for Tulsa Schools for 12 months and 1,250 hours.

During FMLA leave, you are required to use all applicable paid leave, including disability benefits when available, concurrently with any portion of FMLA leave. Leave taken for birth, adoption, or foster care must conclude within 12 months.

The Foundation for Tulsa Schools "FMLA year" is defined as the 12-month period measured backward from the date of each day of any FMLA leave. All FMLA absences during the previous 12 months will be counted toward your 12-workweek FMLA entitlement.

If you are seeking to use this leave, you will be required to provide:

- Thirty days advance notice of the need to take FMLA leave when the need is foreseeable;
- When the need is unforeseeable, notice should be given as soon as practical;
  
- A completed Request for FMLA Absence form; and
- Upon request, medical certification supporting the need for leave if the reason for the leave request is due to a "serious health condition" (as defined by the FMLA) affecting the employee or an immediate family member, to be provided within 15 days of the start of the FMLA absence.
  
- You may also be asked to provide:
  - Second or third medical opinions (at the employer's expense), as well as periodic recertification's; and
  - Periodic reports during FMLA leave regarding your status and intent to return to work.

For absences involving your own serious health condition that lasts four workweeks or longer, you will be required to provide a fitness for duty certificate from a health care provider before returning to work. The Foundation for Tulsa Schools may delay restoration to employment until you provide a fitness for duty certificate.

If you are granted leave under this policy, you will retain group medical insurance coverage at the same cost as what you paid for such coverage prior to taking leave. You must arrange for payment through the Human Resources Department. If you fail to return to work at the completion of the 12-workweek FMLA entitlement period, The Foundation for Tulsa Schools may terminate you and recover from you the cost of any insurance coverage or health premiums it paid during your FMLA leave. You may be entitled to continue your insurance coverage under COBRA if you terminate your employment.

On or before the expiration of your 12-workweek leave entitlement, you are guaranteed reemployment with equal pay to the same or a comparable job.

During periods of paid short-term disability, long-term disability, and unpaid FMLA leave, you will not accrue annual and sick leave. However, such leave or disability periods will not constitute a break in service for purposes of determining eligibility for, and vesting in, the Foundation for Tulsa Schools' 403(b) Retirement Plan. If you are on paid short-term disability or paid FMLA leave, you may continue to contribute to the 403(b) Plan and you will receive a matching contribution. You cannot make contributions to the 403(b) Plan when on long-term disability, nor will The Foundation for Tulsa Schools make matching contributions during this period.

### **ADMINISTRATIVE LEAVE**

Administrative leave is a period of time during which an employee is relieved of his or her job while the Foundation for Tulsa Schools reviews the circumstances and events that led to the administrative leave. An employee on administrative leave is paid for that period away from work. Only the President and CEO can place an employee on administrative leave, except in exigent circumstances, in which case a department director can exercise this authority

## **INSURANCE BENEFITS**

### ***MANDATED INSURANCE BENEFITS***

- ❑ **WORKERS' COMPENSATION INSURANCE:** All employees are covered by workers' compensation insurance. This insurance compensates you for lost time, medical expenses, surgical expenses, and loss of life or dismemberment from an injury, illness, or disability arising out of or in the course of work. The Foundation for Tulsa Schools pays all costs of providing this insurance. You must report any accident or injury immediately to the appropriate supervisor and the President and CEO so that the necessary paperwork can be completed.

**MOST EMPLOYERS IN OKLAHOMA ARE REQUIRED TO PROVIDE WORKERS COMPENSATION COVERAGE FOR THEIR EMPLOYEES IN ORDER TO PROVIDE BENEFITS TO EMPLOYEES WHO HAVE SUFFERED JOB-RELATED INJURIES OR OCCUPATIONAL DISEASES. THE LAW APPLIES BOTH TO EMPLOYEES WHO ARE HIRED IN THE STATE AND THOSE WHO ARE INJURED IN THE STATE. DISCRIMINATION AGAINST THOSE WHO FILE, TESTIFY OR OTHERWISE BRING (OR HELP TO BRING) A WORKERS COMPENSATION CLAIM IS PROHIBITED (85 O.S. 5). CONTACT THE WORKERS' COMPENSATION COURT 405-522-8760 FOR MORE INFORMATION.**

- ❑ **UNEMPLOYMENT COMPENSATION:** Foundation for Tulsa Schools participates in an unemployment insurance trust (OR carries unemployment insurance) (OR is a direct reimbursor of unemployment benefits). This means that if you become unemployed while working here through no fault of your own, the Foundation for Tulsa Schools will insure (OR reimburse) you for your period of unemployment so that you may continue to receive some income in the event you become laid off or unemployed through no fault of your own. State law and regulations determine whether you qualify for unemployment benefits, and the amount of benefit you will receive if you do qualify.

**TITLE 40 OF THE OKLAHOMA EMPLOYMENT SECURITY ACT REQUIRES THAT THE FOUNDATION FOR TULSA SCHOOLSS (OTHER THAN THOSE DESCRIBED IN SECTION 501 (c) (3) OF THE IRS CODE) PAY UNEMPLOYMENT TAX IF THEY EMPLOY ONE OR MORE WORKERS IN EACH OF TWENTY DIFFERENT CALENDAR WEEKS DURING A CALENDAR YEAR OR IF THEY HAVE A PAYROLL OF \$1,500.00 IN A CALENDAR QUARTER.**

**THE FOUNDATION FOR TULSA SCHOOLSS AS DESCRIBED IN SECTION 501 (C) (3) OF THE IRS CODE WILL BE LIABLE IF THEY EMPLOY FOUR OR MORE WORKERS IN EACH OF TWENTY DIFFERENT CALENDAR WEEKS DURING A CALENDAR YEAR.**

**CONTACT THE OKLAHOMA EMPLOYMENT SECURITY COMMISSION AT 405-557-7100 FOR MORE INFORMATION.**

## 4. COMMUNICATION

### VOICE MAIL GREETING AND TIPS

It is important that you record a greeting on your individual voice mailbox so that callers know if they have reached the right person. All employees are expected to keep voicemail messages up to date. Whenever you expect to be out of the office for an extended period of time-whether going away on vacation for a week or simply spending the day in meetings-you should change your greeting to reflect your availability.

#### **Voicemail Tips**

You can save multiple messages to use as needed. The following sample voicemail messages can help you formulate the best voicemail message:

- ❑ **General**-“You have reached the voicemail of (*name of staff member*). I am currently unavailable. If you need immediate assistance, please dial \* 8 (*designate an ext number here*). Please leave me a voicemail, and I will contact you as soon as possible. Thank you”
- ❑ **Out of Office**-“You have reached the voicemail of (*name of staff member*). I will be out of the office on (*date*) through (*date*). If you need immediate assistance, please dial \* 8 (*designate an ext number here*). I will be returning messages when I return. Thank you.”
- ❑ **Other Options**- Voice mail options are also available, via the voice mail administrator that allow you to record a separate greeting for internal, external, and alternate greetings.

### PERSONAL LONG-DISTANCE PHONE CALLS

Employees should not make personal long-distance telephone calls using The Foundation for Tulsa Schools telephones or telephone credit card, except in emergencies. Employees may place personal long-distance calls if they use their personal calling card or call collect.

### USE OF CELLULAR TELEPHONES

Cellular telephones are furnished to certain employees in connection with their job duties. If The Foundation for Tulsa Schools issues you a cell phone, you should make all long distance telephone calls while traveling from the cell phone, as opposed to hotel or pay phones. Personal use of a Foundation for Tulsa Schools-issued cell phone is not allowed. If you have excessive cell phone usage for personal calls, you will be subject to corrective action up to, and including, termination.

The Foundation for Tulsa Schools requires the safe use of its cell phones by employees while conducting business. All employees who are issued cell phones will also be given an earphone/microphone adapter for increased safety and convenience. The Foundation for Tulsa Schools does not permit employees to drive while using a hand-held cell phone if you are using the phone while on Foundation for Tulsa Schools business. Instead pull to the side of the road to make or receive telephone calls. If you are unable to pull over or stop when receiving a cell phone call, use the earphone/microphone for increased safety, keep the business conversation brief, and locate a safe area to park your vehicle as soon as possible.

## **ELECTRONIC COMMUNICATIONS**

The Foundation for Tulsa Schools maintains an e-mail, voice-mail, and telephone system, computers, internet access, and other business equipment (collectively called the “Systems”) for the purpose of conducting the business of the Foundation for Tulsa Schools. The devices and the data stored on these Systems, as well as the specialized software programs and systems developed for Foundation for Tulsa Schools use, are the sole property of The Foundation for Tulsa Schools and must be protected appropriately.

In general, access to any Systems component is restricted to authorized users. An authorized user is someone, who in the sole opinion of Foundation for Tulsa Schools requires access in order to support business activities. You may not use an unauthorized access code or password, access files that you have no right to access, or disseminate confidential information that is derived from electronic or other sources, including stored communications. All passwords must be kept strictly confidential. You will be held accountable for work performed with your user ID or password. You may not use a password that is unknown to Foundation for Tulsa Schools, nor may you share your password with any individual or entity not employed by Foundation for Tulsa Schools. The existence of a password does not mean that any messages you send using a password will be confidential. The Foundation for Tulsa Schools may monitor use of the Systems on a random or other basis to see that the Systems are being used for proper purposes.

You may not use any of these Systems for non-job related solicitations, Foundation for Tulsa Schools add campaigns, political or religious causes, or other non-business purposes during working time. The Systems may not be used to transmit, retrieve or store any communications of a defamatory, discriminatory or harassing nature, or materials that are abusive, profane or offensive, obscene or x-rated, including, but not limited to, messages with derogatory or inflammatory remarks about an individual’s race, age, disability, religion, national origin, physical attributes, or sexual preference. Harassment of any kind is absolutely prohibited. The Systems may not be used for any purpose, which is illegal, against The Foundation for Tulsa Schools policy, or contrary to the Foundation for Tulsa Schools best interest.

The Foundation for Tulsa Schools reserves the right to retrieve and read any messages sent or received via its communications systems. All messages created, sent, or retrieved over the Systems and any information of any type in any Systems component, including but not limited to, all information stored on personal computers, diskettes, and voice mail, are the property of The Foundation for Tulsa Schools and may be saved, accessed and reviewed by the Foundation for Tulsa Schools. You cannot consider any message sent, received, or stored via these systems as your private property. The Foundation for Tulsa Schools reserves the right to monitor, or download and read any electronic or telephone communication sent, received, or stored during the ordinary course of business. You are not permitted to read e-mail messages that are not sent to you unless you have obtained permission to do so from both your supervisor and the supervisor of the intended e-mail recipient.

You shall not transmit over the Systems any copyrighted materials belonging to any individual or entity other than The Foundation for Tulsa Schools. When obtaining access to another Foundation for Tulsa Schools or individual’s materials, you must respect all copyrights and may not copy, retrieve, modify or forward copyright materials, except with permission of the holder of the copyright, or as a single copy to reference only. You may not violate any software licenses, including, but not limited to, by making illegal copies of software. All software licenses, manuals and documentation must be available for inspection in the event of a software inventory or audit. Failure to observe copyright or license agreements may result in disciplinary action, up to and including termination.

Upon orientation, you will be required to sign our Communications Systems Policy Agreement. The Foundation for Tulsa Schools also reserves the right to advise appropriate legal officials of any illegal violations.

## **OUR NEWSLETTER**

Our Newsletter (Foundation Friday) is a weekly internal newsletter produced by the President and CEO and published on Friday's. Most employees receive it via the e-mail system. External employees and internal employees who do not have access to the Foundation for Tulsa Schools e-mail system receive printed copies.

The deadline for publication Foundation Friday is 12:00 noon on Thursday. Please note that all entries must be "signed" with a name and phone extension. We reserve the right to screen all messages. Our Newsletter will not print anonymous messages. Solicitations are not permitted. Messages may be edited for space reasons, to fix grammatical errors, or to conform to The Foundation for Tulsa Schools style.

## **5. CAREER DEVELOPMENT**

### **ANNOUNCEMENTS OF JOB VACANCY**

The Foundation for Tulsa Schools is committed to promotion from within when appropriate. We encourage both internal advancement and external competitiveness in recruiting and placing the most qualified applicant in an open position. When a job becomes available, a job opportunity announcement will be posted for the open position. To encourage employee applications and referrals, these postings are displayed in highly visible locations within The Foundation for Tulsa Schools. In the event an internal candidate has already been identified, the vacant position may not be posted. (In addition, certain exempt positions may not be posted.)

The Foundation for Tulsa Schools employees who wish to apply for a vacant position must submit a completed Internal Application to the recruiting contact listed on the job opportunity announcement. You are encouraged to discuss your interest in or intention to apply for posted positions with your immediate supervisors.

### **CLASSIFICATION OF EMPLOYEE POSITIONS**

Employees of the Foundation for Tulsa Schools are categorized as follows:

*Exempt*-Salaried employees who are not eligible for overtime pay.

*Full-time regular/full -year*-Employees who are hired to work 30 or more hours per week on a full-year basis

### **JOB DESCRIPTIONS**

Job descriptions are fundamental to sound management and salary administration. Each job description includes the job title, the classification (exempt, nonexempt, full-time, part-time, etc.), a statement of the basic purpose of the job, a list of specific responsibilities, the essential functions of the job, a statement of minimal and desired qualifications, the physical requirements, and the job supervisor's title. A job description is available for each employee. Job responsibilities change from time to time, thus your job description may be reviewed and updated on occasion.

### **NEW-HIRE PROBATION**

All new employees must complete a six month probationary period. If you are rehired, promoted, demoted, or transferred, you must complete the same probationary period. The probationary period for part-year employees is governed by their individual contracts. Your supervisor may extend the probationary period when necessary. A probationary period does not modify the at-will nature of your employment.

The probationary period permits you to become familiar with your position and to demonstrate the skills, abilities, and work habits required for continued employment. During this period, you and your immediate supervisor are encouraged to establish goals, discuss all performance standards, and assess your progress. Immediate supervisors are responsible for documenting any performance deficiencies and

problems during the probationary period, notifying employees of any such matters, and outlining ways to correct those deficiencies. You may be terminated at any time during the initial probationary period if, in the judgment of your supervisors, long-term employment at The Foundation for Tulsa Schools would not be in your best interest or that of the Foundation for Tulsa Schools. You will remain an employee-at-will (described in the beginning of this Handbook) regardless of your successful completion of the probationary period.

## **PERFORMANCE APPRAISALS**

Your supervisor will informally evaluate you on a periodic basis. In addition, your supervisor will normally review your job performance approximately six months after the beginning of employment, and generally on an annual basis thereafter.

An appraisal is designed to review your job performance in an objective and consistent manner, to give a clear picture of achievement in terms of performance standards, and to provide guidance in improving performance relative to the position description. You have the right to review the written performance appraisal, make written comments for inclusion in your permanent personnel file, and, upon request, receive a copy of the appraisal.

The Foundation for Tulsa Schools will take into consideration the results of your performance appraisal when making decisions on merit pay increases. A positive performance appraisal does not guarantee a raise. Other factors, such as the Foundation for Tulsa Schools financial performance, the economy, and projected grant or government cutbacks, can have an effect on the ability of the Foundation for Tulsa Schools to provide financial rewards to our employees.

## **MEMBERSHIP IN PROFESSIONAL AND CIVIC NON PROFIT ORGIZATIONS AND MEETING ATTENDANCE**

Membership in a professional nonprofit is valuable to you, as well as to our Foundation for Tulsa Schools. The Foundation for Tulsa Schools will pay 100% of the annual membership fee required for an employee to belong to one job-related professional nonprofit. The Foundation for Tulsa Schools will also pay 100% of the fees required for employees to maintain one professional designation that is directly related to your job. □Occasionally, there may be a valid business reason to make an exception to this policy and pay for more than one membership or professional designation. The President and CEO must approve in writing any exceptions to these limits.

The Foundation for Tulsa Schools does not pay for associate or student memberships in professional non profits. □If membership in a professional or civic nonprofit or a professional designation is not job related but is beneficial to you and our Foundation for Tulsa Schools; you may request that Foundation for Tulsa Schools pay your dues. Please make a written request to your supervisor and you will be advised in writing whether the Foundation for Tulsa Schools will pay any, or all of the dues.

The Foundation for Tulsa Schools will also pay 100% of the expenses associated with attending periodic meetings and seminars sponsored by professional nonprofits. Typically, you will be allowed to attend two such events each year. You must submit all such requests in writing to your supervisor at least one month prior to the meeting or seminar. If your request is approved, you can ask the Foundation for Tulsa Schools to pay for the seminar or you can pay for it and request reimbursement. Please submit all expenses associated with the meeting or seminar on an expense report.



## **EMPLOYMENT OF RELATIVES**

An applicant who is closely related to an employee is not normally eligible for employment in a position that would result in one family member directly reporting to or reviewing the performance of another. Exceptions require the advance approval of the President and CEO Team. "Closely related" is generally interpreted to mean spouse, life partner, parents, children, siblings, grandparents, in-laws, relatives through marriage, or members of the same household. Employees in a supervisory relationship who become related while working at The Foundation for Tulsa Schools must end the supervisory relationship by resigning or transferring to an open position in another department.

## **GRIEVANCE PROCEDURES**

Whenever a number of people work together, personal problems or differences will occasionally arise. Normally, these concerns can be resolved informally within each department. The first step toward a solution of a problem is a frank and early discussion with your immediate supervisor. In such a case, you may file a written grievance with the President and CEO, who will notify the Chairman of the Board of the grievance. If the grievance involves the President and CEO, you may file the grievance directly with a member of the Foundation for Tulsa Schools Board of Directors. You or your supervisor must also distribute copies of the written grievance to the party who caused the grievance and that party's supervisors. The President and CEO will investigate the grievance. The President and CEO will inform you of the resolution, both verbally and in writing as promptly as possible, unless exceptional circumstances delay the consideration or investigation of the grievance.

If the grievance involves a member of the President and CEO Team (including the President and CEO), the employee may file his or her written grievance directly with the Chairman of the Board of Directors. The Board of Directors generally will not consider individual employment issues as appropriate matters for review, unless exceptional circumstances exist. The Board will determine the method it will use to resolve the grievance and will make every effort to do so in a timely manner.

## **CONSECUTIVE UNAUTHORIZED DAYS OF ABSENCE**

If you are absent for any reason and cannot come to work, you must notify your immediate supervisor. If you are absent without authorization for three consecutive workdays, the Foundation for Tulsa Schools will consider you to have voluntarily resigned. A message left on an employee's or supervisor's voice mail generally does not constitute authorization for an unexcused absence. The President and CEO will send the employee a final paycheck and a termination letter.

## **CORRECTIVE ACTION**

All The Foundation for Tulsa Schools employees are expected to meet established standards of attendance, performance, and conduct. Employees who demonstrate poor attendance, substandard work performance, or unacceptable conduct will be subject to review and corrective action.

Corrective action is exercised at the discretion of management, based on the specific situation and its severity. Corrective actions include verbal reminders, written reprimands, suspension, reassignment, demotion, termination, or other actions consistent with the circumstances. The Foundation for Tulsa Schools reserves the right to decide, at its own discretion, the order of corrective action. Nothing in this policy obligates the Foundation for Tulsa Schools to follow a pattern of progressive discipline, nor is it

intended in any way to limit the Foundation for Tulsa Schools right to terminate an employee at any time, with or without cause, and with or without advance notice.

## **EMPLOYEE REFERENCES AND RELEASE OF INFORMATION**

### References

While The Foundation for Tulsa Schools understands your need to receive substantive references for new jobs and graduate school applications, The Foundation for Tulsa Schools must also protect itself from lawsuits stemming from the provision of such references. Accordingly, Foundation for Tulsa Schools will provide substantive references only if you have signed a Waiver of Liability Regarding Reference Requests. If you do not sign the Waiver, the Foundation for Tulsa Schools will only provide the following information:

- Confirmation that the individual was or is an employee of the Foundation for Tulsa Schools;
- The dates of employment; and
- Confirmation of the employee's salary and job title.

No other information will be divulged.

After you have signed a Waiver, please inform anyone requesting a reference that they must do so in writing. No references will be given if the request was initiated by a phone call. Only the President and CEO can respond to a reference request; any other reference will be considered a personal, not an Foundation for Tulsa Schools reference. You must give your supervisor a copy of the signed Waiver before your supervisor can give you a reference.

### Requests for Information

At times it may be necessary for you to ask us to confirm certain personnel information for a bank loan, to a medical professional, or for some other personal business. Only the President and CEO may respond to such inquiries. In such instances, the President will, upon your written request, confirm wage or salary information that the employee has already provided. If the request is from a governmental agency, the employee must inform the President who will decide how to respond to the request. If the employee is under criminal investigation, the employee will not be contacted regarding the request.

**TITLE 40 O.S. 173 GIVES EMPLOYERS LIMITED IMMUNITY FOR GOOD FAITH EMPLOYMENT REFERENCES WHEN GIVEN AT THE REQUEST OF CURRENT OR FORMER EMPLOYEES. EMPLOYERS DO NOT HAVE IMMUNITY IF THE REFERENCES ARE PROVIDED WITHOUT EMPLOYEE AUTHORIZATION (40 O.S. 61). STANDARD RULES FOR DEFAMATION OF CHARACTER STILL APPLY WHEN REFERENCES ARE PROVIDED WITHOUT CONSENT OF THE EMPLOYEE. BLACKLISTING OF EMPLOYEES IS A MISDEMEANOR AND ALSO ALLOWS EMPLOYEES TO SUE FOR DAMAGES (40 O.S. 173). OKLAHOMA DOES NOT REQUIRE AN EMPLOYER TO GIVE REFERENCES.**

## **RESIGNATION AND EXIT INTERVIEW**

Employees who intend to resign should give at least two weeks written notice. The Foundation for Tulsa Schools reserves the right to terminate an employee's employment at the Foundation for Tulsa Schools prior to the employee's intended resignation date. If you resign in good standing under this policy, you will be eligible for reemployment for a period of up to six months from the last date of employment, with benefits tied to seniority reinstated in full. The Foundation for Tulsa Schools will consider former employees for open positions along with all other candidates. Former employees who apply for reemployment after six months will be treated as new employees for purposes of seniority-related benefits.

Resigning employees must schedule an exit interview with the President and CEO to ensure that all Foundation for Tulsa Schools property is returned and to provide an opportunity to discuss any questions or concerns related to employment with the Foundation for Tulsa Schools. Employees who fail to return any Foundation for Tulsa Schools property including keys, credit cards, cell phones, pagers, laptop computers and other equipment, will be deemed ineligible for rehire and may be subject to legal proceedings on behalf of The Foundation for Tulsa Schools.

You should confirm your forwarding address to ensure that benefits and tax information are received in a timely manner. The Foundation for Tulsa Schools will mail your final pay to this address by the next payday unless state law or other procedures dictate otherwise. Accrued but unused vacation will be paid out consistent with the Foundation for Tulsa Schools vacation policy and state law requirements.

## **FINAL PAY**

Employees who leave the service of The Foundation for Tulsa Schools for any reason shall receive all pay that may be due them with the following qualifications. Regular employees will be paid for all unused annual leave days on a pro rata basis in accordance with the Vacation Leave policy. Employees who leave before completing the probationary period are not entitled to any pay for unused Vacation Leave.

Regular employees, who are dismissed after committing a criminal offense against The Foundation for Tulsa Schools or for other gross violations of agency policies as determined by the President and CEO, will not receive any pay for accrued, unused vacation. Regular employees who give fewer than two weeks notice of resignation shall forfeit their unused, accrued vacation leave unless the President and CEO and the staff member agree to some other arrangement. No departing employee will receive pay for unused: sick days, comp time, floating holidays, or, personal days.

The separation date for all employees is the last day of actual work and approved leave. No employee may extend his/her separation date by designating a holiday as his/her final date of work. Final pay received by an employee will not be construed to extend his/her employment with The Foundation for Tulsa Schools beyond the separation date.

**NOTE: OKLAHOMA LAW (40 O.S. 165.3) REQUIRES THAT ALL WAGES MUST BE PAID TO A TERMINATED EMPLOYEE (WHETHER VOLUNLUNTARY OR INVOLUNTARY) AT THE NEXT REGULARLY SCHEDULED PAY DAY, EITHER THROUGH ESTABLISHED PAY CHANNELS OR BY CERTIFIED MAIL. IF THE AMOUNT IS IN DISPUTE, THE COMPANY MUST PAY THE PORTION WHICH IS UNDISPUTED (40 O.S. 165.4).**

## **6. COMPENSATION AND ACCOUNTING PROCEDURES**

### **TIMESHEETS**

Timesheets are processed every month. You must turn in your timesheet on the first Monday following the end of the pay period. In January, the President and CEO will provide you with an annual schedule indicating the pay period ending and pay dates for the entire year. You can normally expect to receive your paycheck on last day of the month, unless that day falls on a holiday. If that day is a holiday, you will receive your paycheck on the last workday preceding the holiday.

You must record the appropriate program name and financial code on the timesheet. Your name must be written as it appears on your Social Security card-no nicknames. Exempt employees (employees who are not eligible for overtime compensation) should check the "exempt" box; nonexempt (hourly) employees should check "nonexempt" and fill out hours worked both on the front (total hours) and on the back (daily record) of the timesheet.

- *Program/Grant.* If you have worked on a program or grant during the week, you must complete the program/grant section.
- *Leave.* Leave should be approved in advance, except in those cases where prior approval is not feasible (sick leave, for example). See the Leave Requests Policy in this handbook for leave request procedures.
- *Signature.* You and your supervisor must sign the timesheet. If you worked on a grant, the grant manager must also sign the timesheet after you and your supervisor have signed the timesheet.

Falsification of your time sheet may result in disciplinary action, up to and including termination. For more detailed instructions on how and when to fill out timesheets, please speak to your immediate supervisor.

### **SALARY BASIS POLICY FOR EXEMPT EMPLOYEES**

The Fair Labor Standards Act (FLSA) is a federal law which requires that most employees in the United States be paid at least the federal minimum wage for all hours worked and overtime pay at time and one-half the regular rate of pay for all hours worked over 40 hours in a workweek.

However, Section 13(a)(1) of the FLSA provides an exemption from both minimum wage and overtime pay for employees employed as bona fide executive, administrative, professional, and outside sales employees. Section 13(a)(1) and Section 13(a)(17) also exempt certain computer employees. To qualify for exemption, employees generally must meet certain tests regarding their job duties and be paid on a salary basis at not less than \$455 per week. Job titles do not determine exempt status. In order for an exemption to apply, an employee's specific job duties and salary must meet all the requirements of the Department of Labor's regulations.

## **Salary Basis Requirement**

To qualify for exemption, employees generally must be paid at not less than \$455 per week on a salary basis. These salary requirements do not apply to outside sales employees, teachers, and employees practicing law or medicine. Exempt computer employees may be paid at least \$455 on a salary basis or on an hourly basis at a rate not less than \$27.63 an hour. Being paid on a “salary basis” means an employee regularly receives a predetermined amount of compensation each pay period on a weekly, or less frequent, basis. The predetermined amount cannot be reduced because of variations in the quality or quantity of the employee’s work. Subject to exceptions listed below, an exempt employee must receive the full salary for any workweek in which the employee performs any work, regardless of the number of days or hours worked. Exempt employees do not need to be paid for any workweek in which they perform no work. If the employer makes deductions from an employee’s predetermined salary, i.e., because of the operating requirements of the business, that employee is not paid on a “salary basis.” If the employee is ready, willing and able to work, deductions may not be made for time when work is not available.

## **Circumstances in Which the Employer May Make Deductions from Pay**

Deductions from pay are permissible when an exempt employee: is absent from work for one or more full days for personal reasons other than sickness or disability; is absent one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness; is serving on a jury and the deduction is used to offset amounts employees receive as jury or witness fees, or for military pay; is on an unpaid disciplinary suspension of one or more full days imposed in good faith for workplace conduct rule infractions (see this Handbook for penalties for workplace conduct rule infractions). Also, an employer is not required to pay the full salary in the initial or terminal week of employment; for penalties imposed in good faith for infractions of safety rules of major significance, or for weeks in which an exempt employee takes unpaid leave under the Family Leave policy. In these circumstances, either partial day or full day deductions may be made.

## **Foundation for Tulsa Schools Policy**

It is our policy to comply with the salary basis requirements of the FLSA. Therefore, we prohibit anyone from making an improper deduction from the salaries of exempt employees. We want employees to be aware of this policy and that The Foundation for Tulsa Schools does not allow deductions that violate the FLSA.

## **What To Do If An Improper Deduction Occurs**

If you believe that an improper deduction has been made to your salary, you should immediately report this information to the President and CEO.

Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

## **OVERTIME FOR NONEXEMPT EMPLOYEES**

In accordance with the provisions of the Fair Labor Standards Act, nonexempt employees will be paid at one-and-one-half times their normal hourly rate for hours worked in excess of 40 hours in any week. The President and CEO must approve all overtime *prior* to working overtime. Exempt employees are not entitled to overtime wages.

**IN OKLAHOMA ANY FOUNDATION FOR TULSA SCHOOLS THAT IS REQUIRED TO COMPLY WITH FEDERAL WAGE AND HOUR LAWS SHOULD PAY TIME AND ONE HALF TO NON-EXEMPT EMPLOYEES FOR ALL HOURS WORKED OVER 40 IN THE WORK WEEK.**

## **PAYROLL**

The Foundation for Tulsa Schools pays employees on a monthly basis, subject to certain withholding taxes and other required deductions. Payday is the last day of the month and covers the period ending the previous Saturday. You may elect to have your pay deposited directly into a bank account on each payday. If you choose direct deposit, you will receive a nonnegotiable direct deposit statement listing the gross and net pay, itemized deductions, year-to-date earnings, and leave balance. To take advantage of direct deposit, fill out the appropriate form, which is available from the President and CEO. You are strongly encouraged to take advantage of direct deposit.

**NOTE 1: OKLAHOMA LAW REQUIRES MOST NON-EXEMPT EMPLOYEES TO BE PAID AT LEAST TWICE A MONTH AND EXEMPT EMPLOYEES TO BE PAID ONCE A MONTH ON REGULARLY SCHEDULED WORK DAYS (40 O.S. 165-2).**

**NOTE 2: NO EMPLOYER MAY DEDUCT ANY AMOUNT FROM AN EMPLOYEE'S WAGES, UNLESS DIRECTED BY LEGISLATION OR A COURT ORDER EXCEPT AS STATED IN 40 O.S. 380:1-7. ANY EXCEPTION MUST BE AGREED TO IN WRITING AND SIGNED BY BOTH THE EMPLOYEE AND THE EMPLOYER.**

## **HELPFUL HINTS FOR EMPLOYEES**

All employees must justify personal expenses within 30 days, using the appropriate type of expense report form, whether the expense was paid for out-of-pocket or from a travel advance. Sufficient documentation is required for all expenses. You should not use personal checks to conduct Foundation for Tulsa Schools business.

The President and CEO must approve all expenses. If the President is not available, you can move up the chain of command to the Chairman of the Board. Expense reports must contain signatures rather than initials to confirm authenticity.

Use ink on all forms submitted to the President & CEO. Refrain from using "white out" when making changes. Instead, incorrect information should be crossed off and changes should be written clearly above it and initialed.

## **EXPENSE ADVANCES**

You must always use the Expense Advance Request form to request advance funds to conduct The Foundation for Tulsa Schools business. You must keep track of advances and rectify balances monthly, confirming any outstanding balance due to The Foundation for Tulsa Schools, as this is a debt to the Foundation for Tulsa Schools.

All Expense Advance Requests must be completed with full details, providing the particulars of the trip, including its purpose. If more than one page is needed to explain the details of the estimated cost per day, each page must be numbered and page one must show the total of all the pages. You should request advances as close as possible to the anticipated expense. Allow six working days for processing an advance. You should use advances immediately, and return any unspent money in the form of a check to The Foundation for Tulsa Schools.

The President and CEO keeps track of each employee's outstanding expense balance and will periodically ask you to confirm that your total agrees with its records.

## **EXPENSE REPORTS**

You must submit expense reports within 30 days after the expense is incurred. There are separate forms for in-town expenses and out-of-town travel. The Foundation for Tulsa Schools will not reimburse you for the annual membership fee for your credit card. Interest on finance charges will not be reimbursed. Allow 12 working days for processing expense reports. Forms that are not filled out correctly may take longer to process.

***In-Town Expenses.*** Employees must date and list all expenses in chronological order. Employees should provide as much detail as possible when describing expenses, indicating who (names and titles), what, where, and why. Include the appropriate accounting code for all program-related expenses.

Each expense must be documented; receipts should be attached to an 8 1/2 x 11" sheet of paper and numbered in the order of occurrence. If a tear-off check stub is used as a receipt, the stub must reflect the date, name of the restaurant, and the amount. If no receipt is available, the employee should indicate "NR" on the expense report. If an employee uses a personal check, a copy of the canceled check will serve as proof of payment.

A receipt must accompany all amounts over \$25.00 or the expense will not be reimbursable.

All expenses should be charged to appropriate account numbers. Unallowable expenses need to be separated and charged to the account number assigned for this purpose.

***Out-of-Town Travel.*** If expenses are charged to accounts other than Travel Expenses (example, to Conference Fees and Expenses), indicate it clearly in the box labeled "business purpose."

If expenses are allocated to more than one entity or cost center, indicate the method for splitting the costs in the box labeled "cost center(s)." All unallowable expenses must be coded separately to the account number assigned for this purpose. Provide as much detail as possible on all miscellaneous, entertainment, and unallowable expenses. Space is provided on the back of the report for such entries.

You should indicate on the expense report if you paid for airline tickets and car rental charges or whether the expense was charged to corporate cards. You must support your hotel expenses by a paid, itemized hotel receipt. Only the room charges and any taxes paid should be indicated under the "hotel" expense heading. All other expenses listed on the hotel bill must be allocated to the appropriate expense heading.

Attach meal receipts to the expense report, in the order of occurrence, and total meal charges for each day. Separate all charges for unallowable expenses (i.e., alcoholic beverages) and list these under "unallowable expenses." If the receipt is a tear-off check stub, the stub must reflect the name of the restaurant, amount paid, and date. Indicate "NR" for missing receipts.

Explain all business meeting expenses in detail on the back of the report. Separate unallowable expenses from business meeting expenses and charge them to the appropriate expense heading.

The mileage reimbursement rate will be per I.R.S. Guidelines.

Explain miscellaneous expenses on the back of the expense report, specifying whom, what, where, and why.

The Foundation for Tulsa Schools will be charged immediately after a plane ticket is booked, even if travel does not occur until a later date. To help speed the process of paying our corporate air travel account, submit a copy of the plane ticket receipt to the President and CEO immediately after booking the flight. On this copy, indicate the account number to be charged and obtain the appropriate approval signature.

The Foundation for Tulsa Schools does not allow the use of corporate cards for personal charges. If you inadvertently use a corporate card for personal use, The Foundation for Tulsa Schools will charge the debt to your next pay period; you must pay the debt immediately. Notify the President & CEO as soon as possible to ensure proper accountability.

## **CHECK REQUESTS**

The Check Request form is used to request payment for vendors, not employees. Process bills as soon as possible to avoid requests for rush checks; allow six working days for processing. Attach an original invoice as documentation of the amount payable; statements are not acceptable. Attach a copy of the contract when payment is for services rendered to The Foundation for Tulsa Schools in the amount of \$1,000 or more.

Be as detailed as possible when explaining the purpose of the check. Do not forget to indicate if the President & CEO should hold, mail, or give the check to an employee.

You must sign the Check Request form and have it approved by the President and CEO. To charge an expense to more than one entity, the President of each entity must authorize the amount of their respective expenses. Similarly, to allocate an expense to more than one account, specify the amount to be charged to each account.



## **CONFIDENTIAL REPORTING OF FINANCIAL IMPROPRIETY OR MISUSE OF FOUNDATION FOR TULSA SCHOOLS'S RESOURCES**

Any member of the staff, member of the Board of Directors, or volunteers affiliated with the Foundation for Tulsa Schools with information about known or suspected financial improprieties or misuse of the Foundation for Tulsa Schools resources or other ethical problems is encouraged to report their concerns to the Chairman of the Board, who will then ask the President and CEO of the Foundation for Tulsa Schools to investigate. In the event that the allegations involve the President and CEO the Chairman of the Board with the assistance of the Board of Directors will investigate. The sources of reports about financial improprieties and misuse of Foundation for Tulsa Schools resources will be held in confidence unless the individual who reports the situation agrees to reveal his/her identity or the report leads to legal actions and a court order is issued for information regarding the case.

## **DOCUMENT RETENTION POLICY**

The purpose of this policy is to provide a system for complying with document retention laws, ensure that the Foundation for Tulsa Schools retains valuable documents, saves money, time and space, protect the Foundation for Tulsa Schools against allegations of selective document destruction, and provide for routine destruction of non business, superfluous, and outdated documents.

General guidelines for the retention of employment, contractual, and financial documents that should be retained, and the period of retention, are set forth below. The President and CEO will maintain a more detailed chart of retention requirements for individual and/or specialized documents. If you have any questions about how long to retain a document, see the President and CEO. In general, documents that are not subject to a retention requirement should be kept only long enough to accomplish the task for which they were generated.

The President and CEO is responsible for making sure that the document retention schedule is being appropriately applied. Every year on May 15th, the President and CEO will submit to the Chairman of the Finance Committee a list of the documents that have been sent to storage or destroyed. The list will identify the documents with enough specificity that someone outside the department could determine which documents were stored or destroyed. The President and CEO will keep lists of documents stored or destroyed.

The Foundation for Tulsa Schools has a legal duty to retain documents which it knows or believes may be relevant to any legal action. Such documents also include those that could lead to discovery of admissible evidence. Accordingly, all document destruction is automatically suspended when a lawsuit, claim, or government investigation is pending, threatened or reasonably foreseeable. In such a case, paper document destruction, as well as electronic destruction must cease immediately. In the case of electronic destruction, the President and CEO is responsible for ensuring that any automatic destruction program is disabled and, along with the Chairman of the Board, reviewing all electronic systems that contain documents potentially relevant to the litigation or claim.

All documents, including electronic documents that are no longer relevant to the Foundation for Tulsa Schools business, should be destroyed every 60 days. Do not retain drafts of any documents that have been finalized in other documents. Personal notes should be discarded after they are no longer needed. Material that requires shredding should be placed in the locked shredding box.

In accordance with The Foundation for Tulsa Schools policy, the following documents must be retained or destroyed as set forth below. Please review your files for any applicable documents in your possession on an annual basis to ensure compliance with this schedule. Your supervisor will direct the deposit or filing of all documents that must be retained, as well as the destruction of documents that must be purged. The President and CEO will maintain a detailed document retention schedule if you have any questions about specific documents.

***Financial Documents:*** Most financial documents should be retained for 7 years after the year in which they were created.

***Employment-Related Documents:*** Applications for employment, adds for open positions, resumes, interview notes, offer letters, rejection letters, and reference checking notes: Maintain 1 year after a decision to hire an employee is made. All other employment records: Generally, keep 4 years after the employee leaves employment, except for employee's personnel file (7 years). For exceptions to this rule, see the document retention schedule.

***Contracts:*** 4 years after contract has expired for most contracts. Some contracts may require retention for 6 years.

***Permanently-Held Documents:*** Minutes of Board meetings; Bylaws and all amendments; Form 990 and any Schedules; IRS determination letter; 1023 Application for Exemption and all supporting documents; trademark registrations; leases; Combined Registration Application, and Articles of Incorporation.

## **7. BUILDING PROCEDURES AND ETIQUETTE**

### **EMERGENCY PROCEDURES**

The building is equipped with manual pull stations to activate a fire alarm. The building fire alarm system is linked to the fire department. In the event of a fire alarm, do not assume it is a false alarm or a test; the alarm system is tested only during non business hours. As good preparation for fire emergencies, you should acquaint yourself with the emergency exits to be used in case an evacuation is necessary.

In a fire emergency, go to the nearest exit stairwell-not the elevator-and walk down to street level. Find a safe place to stand; fire engines will pull up in front of the building shortly after the alarm sounds.

### **SECURITY PROCEDURES**

**Entry Cards.** You must use your Entry card to enter the building after normal business hours, to activate the elevators, and to enter locked suite doors. If special arrangements need to be made for a visitor who will not arrive during normal business hours, contact the President and CEO. Contact the President and CEO for a replacement of a lost or damaged card. Do not continue to use a damaged card, as this practice could damage the card reader.

**Security System.** On weekdays before 8:30 a.m. and after 6:00 p.m., you must exit through card-reader doors to avoid activating the alarm system. If you try to exit through one of the other doors and set off the alarm, you should go to the appropriate card-reader door and insert an Entry card in the reader.

Never prop open any exit doors or disable a locking switch. The security system is set to keep track of how long doors remain open. After 15 minutes an alarm will go off, and may result in a police officer being dispatched to the building. The police can, and will, fine The Foundation for Tulsa Schools for false alarms.

### **BUILDING ETIQUETTE**

**Facility and Equipment Problems.** To report a building or equipment problem (other than computers and printers), contact the President and CEO. If no one answers the phone and it is an emergency, contact the Tulsa Public Schools Police Department, and that person will make sure someone takes care of the problem as quickly as possible. If it is not an emergency, leave a voice mail message for or send an e-mail message to the President and CEO.

**Parking.** Some parking is available, but keep in mind that the Tulsa Public Schools strictly enforces parking laws.

**Personal Possessions.** You may bring personal possessions to the office, but you do so at your own risk. Do not leave purses, keys, entry cards, etc., on the desktop or anywhere that they will be visible; such items can easily "disappear." The Foundation for Tulsa Schools assumes no responsibility for replacing personal possessions that have disappeared.

## **RADIOS AT WORK**

The Foundation for Tulsa Schools hopes to provide pleasant working conditions for all employees. Use of radios in a department is at the discretion of the President and CEO. The operation of such devices must not disrupt the work of any employee. Suggested guidelines for use of radios or audio devices:

- ❑ Radios are never appropriate in "public" spaces such as reception areas.
- ❑ Where employees share a common or open work area, radios without earphones may be played only by the consent of all those in the work area and should not be heard outside that work area.
- ❑ In a private office, the radio should not be heard outside that office.
- ❑ If any colleague says that a radio is too loud, it is, by definition, too loud.

## **8. CODE OF ETHICS**

### **STANDARDS FOR EXCELLENCE - GUIDING PRINCIPLES**

#### **1. Mission and Program**

The Foundation for Tulsa Schools is founded for the public good and operates to accomplish a stated purpose through specific program activities. The Foundation for Tulsa Schools should have a well-defined mission, and its programs should effectively and efficiently work toward achieving that mission. The Foundation for Tulsa Schools has an obligation to ensure program effectiveness and to devote the resources of the Foundation for Tulsa Schools to achieving its stated purpose.

#### **2. Governing Body**

The Foundation for Tulsa Schools is governed by an elected, volunteer board of directors that should consist of individuals who are committed to the mission of the Foundation for Tulsa Schools. An effective Foundation for Tulsa Schools board should determine the mission of the Foundation for Tulsa Schools, establish management policies and procedures, assure that adequate human resources (volunteer and/or paid staff) and financial resources (earned income, government contracts and grants, and charitable contributions) are available, and actively monitor the Foundation for Tulsa Schools financial and programmatic performance.

#### **3. Conflict of Interest**

The Foundation for Tulsa Schools board and staff members should act in the best interest of the Foundation for Tulsa Schools, rather than in furtherance of personal interests or the interests of third parties. The Foundation for Tulsa Schools should have policies in place, and should routinely and systematically implement those policies, to prevent actual, potential, or perceived conflicts of interest.

#### **4. Human Resources**

The Foundation for Tulsa Schools relationship to its employees and volunteers is fundamental to its ability to achieve its mission. Volunteers occupy a special place in The Foundation for Tulsa Schools, serving in governance, administrative and programmatic capacities. The Foundation for Tulsa Schools human resource policies should address both paid employees and volunteers, and should be fair, establish clear expectations, and provide for meaningful and effective performance evaluation.

#### **5. Financial and Legal**

The Foundation for Tulsa Schools must practice sound financial management and comply with a diverse array of legal and regulatory requirements. The Foundation for Tulsa Schools financial system should assure that accurate financial records are kept and that the Foundation for Tulsa Schools financial resources are used in furtherance of the Foundation for Tulsa Schools charitable purposes. The Foundation for Tulsa Schools should conduct periodic reviews to address regulatory and liability concerns.

#### **6. Public Accountability**

The Foundation for Tulsa Schools is a private corporation that operates for public benefit with support from the general public. As such, they should provide the public with information about their mission, program activities, and finances. The Foundation for Tulsa Schools should also be accessible and responsive to members of the public who express interest in the affairs of the Foundation for Tulsa Schools.

## **7. Fundraising**

Charitable fundraising provides an important source of financial support for the work of most of The Foundation for Tulsa Schools. The Foundation for Tulsa Schools fundraising program should be maintained on a foundation of truthfulness and responsible stewardship. Its fundraising policies should be consistent with its mission, compatible with its Foundation for Tulsa Schools capacity, and respectful of the interests of donors and prospective donors.

## **8. Public Affairs and Public Policy**

The Foundation for Tulsa Schools provides an important vehicle through which individuals organize and work together to improve their communities. The Foundation for Tulsa Schools should represent the interests of the people they serve through public education and public policy advocacy, as well as by encouraging board members, staff, volunteers and constituents to participate in the public affairs of the community.

**FORMS  
and  
ADDITIONAL  
INFORMATION**

**EMPLOYEE’S RECEIPT OF POLICY AND PROCEDURE HANDBOOK**

I have received a copy of The Foundation for Tulsa Schools Policy and Procedures Employee Handbook on this \_\_\_\_\_day of \_\_\_\_\_, 2011. I agree that it is my responsibility to read and understand the policies contained in it, and that I may, at any time during my employment at The Foundation for Tulsa Schools, ask questions about this Handbook of my supervisor or another representative of The Foundation for Tulsa Schools. I understand that these policies govern my employment with The Foundation for Tulsa Schools and I agree to abide by these policies.

**I also understand that my employment is not for a definite period of time and that nothing in this Handbook creates or implies an express or implied contract for employment or in any way guarantees any benefits described herein. I agree that The Foundation for Tulsa Schools or I can terminate my employment at-will at any time, with or without cause or notice.**

I further understand that The Foundation for Tulsa Schools may at any time, with or without notice, unilaterally amend, modify, reduce, or discontinue any and all of the rules, policies, wages and benefits referred to in this Handbook. I also understand that this Handbook contains summaries of the benefits offered by The Foundation for Tulsa Schools, and an overview of the workplace policies and practices.

I understand that no representative of The Foundation for Tulsa Schools, other than the President and CEO has the authority to enter into an agreement with me for employment for any specified period of time or to make any agreement with me contrary to the foregoing.

**Please Print Your Name:**

\_\_\_\_\_

\_\_\_\_\_  
**Employee Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Witness Signature**

\_\_\_\_\_  
**Date**



**EMPLOYEE’S RECEIPT OF HANDBOOK**

I have received a copy of The Foundation for Tulsa Schools Policy and Procedures Employee Handbook and I understand that it supersedes any prior Handbook, policy manual, work rules, wages, benefits and practices of Foundation for Tulsa Schools. I also understand that nothing in this Handbook in any way creates or implies an express or implied contract for employment or guarantees any benefits described herein.

**Please Print Name:**

\_\_\_\_\_

\_\_\_\_\_  
**Employee Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Witness Signature**

\_\_\_\_\_  
**Date**

**The Foundation for Tulsa Schools  
Model Conflict of Interest Policy Annual  
Affirmation of Compliance and Disclosure Statement**

I have received and carefully read the Conflict of Interest Policy for board members, staff, and volunteers of The Foundation for Tulsa Schools and have considered not only the literal expression of the policy, but also its intent. By signing this affirmation of compliance, I hereby affirm that I understand and agree to comply with the Conflict of Interest Policy. I further understand that The Foundation for Tulsa Schools is a charitable Foundation for Tulsa Schools and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Except as otherwise indicated in the Disclosure Statement and any attachments, I hereby state that I do not, to the best of my knowledge, have any conflict of interest that may be seen as competing with the interests of The Foundation for Tulsa Schools, nor does any relative or business associate of mine have such an actual or potential conflict of interest.

If any situation should arise in the future which I think may involve me in a conflict of interest, I will promptly and fully disclose the circumstances to the Chairman of the board of Directors of The Foundation for Tulsa Schools, Inc. or to the President and CEO as applicable.

I further certify that the information set forth in the Disclosure Statement and any attachments is true and correct to the best of my knowledge, information, and belief.

\_\_\_\_\_  
**Name (Please print)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

## Disclosure Statement

Please complete the questionnaire below indicating any actual or potential conflicts of interest. In answering these questions, please refer to any current relationship or transaction, or any which have taken place in the last twelve months. If you answer “yes” to any of the questions, please provide a written description of the details of the specific action or transaction in the space allowed. Attach additional sheets as needed.

Financial Interests - A conflict may exist where an interested party, or a relative or business associate of an interested party, directly or indirectly benefits or profits as a result of a decision made or transaction entered into by the Foundation for Tulsa Schools.

Has the Foundation for Tulsa Schools contracted to purchase or lease goods, services, or property from you or from any of your relatives or business associates?

*If yes, please describe:*

Has the Foundation for Tulsa Schools purchased an ownership interest in or invested in a business entity owned by you or owned by any of your relatives or business associates?

*If yes, please describe:*

Has the Foundation for Tulsa Schools offered employment to you or to any of your relatives or business associates other than a person who was already employed by the Foundation for Tulsa Schools?

*If yes, please describe:*

Have you or have any of your relatives or business associates been provided with a gift, gratuity, or favor of a substantial nature from a person or entity which does business or seeks to do business, with the Foundation for Tulsa Schools?

*If yes, please describe:*

Have you or any of your relatives or business associates been gratuitously provided use of the facilities, property, or services of the Foundation for Tulsa Schools?

*If yes, please describe:*

Other Interests - A conflict may also exist where an interested party or a relative or business associate of an interested party obtains a non-financial benefit or advantage that s/he would not have obtained absent his/her relationship with the Foundation for Tulsa Schools, or where his/her duty or responsibility owed to the Foundation for Tulsa Schools conflicts with a duty or responsibility owed to some other Foundation for Tulsa Schools.

Did you obtain preferential treatment by the Foundation for Tulsa Schools for yourself or for any of your relatives or business associates?

*If yes, please describe:*

Did you make use of confidential information obtained from the Foundation for Tulsa Schools for your own benefit or for the benefit of a relative, business associate, or other Foundation for Tulsa Schools?

*If yes, please describe:*

Did you take advantage of an opportunity, or enable a relative, business associate or other Foundation for Tulsa Schools to take advantage of an opportunity, which you had reason to believe would be of interest to the Foundation for Tulsa Schools?

*If yes, please describe:*

**CONFIDENTIALTY**  
**AGREEMENT**

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_ by and between the Foundation for Tulsa Schools, hereinafter called "The Foundation for Tulsa Schools", and \_\_\_\_\_.

In consideration of the employment or continuance of employment of \_\_\_\_\_ by The Foundation for Tulsa Schools, it is hereby agreed as follows:

1. **CONFIDENTIAL INFORMATION:** During my period of employment, The Foundation for Tulsa Schools may disclose or cause to be disclosed to me, confidential information relating to personnel matters, such as information regarding salaries, medical treatment or diagnosis, terminations, layoffs or promotions, and disciplinary measures regarding individual employees, financial information regarding contractual arrangements, pricing, letters of agreement or understanding, intellectual property developed by The Foundation for Tulsa Schools employees, identifiable confidential matters, or information regarding prospective business of The Foundation for Tulsa Schools. I recognize such information to be the property of The Foundation for Tulsa Schools and I agree to hold such information in trust and solely for the Foundation for Tulsa Schools benefit and not to disclose such information to those inside or outside the Foundation for Tulsa Schools, either during or after employment, without the written consent of an officer of the Foundation for Tulsa Schools.

2. **SUBSEQUENT EMPLOYMENT AND TERMINATION OF EMPLOYMENT:** This agreement shall continue in any subsequent employment of mine by The Foundation for Tulsa Schools, and extend to The Foundation for Tulsa Schools successors or assigns.

Upon leaving The Foundation for Tulsa Schools employ, I agree not to take with me, without first obtaining the written consent of an officer of The Foundation for Tulsa Schools, any document or tangible evidence of confidential information or data belonging to or under the control of The Foundation for Tulsa Schools, whether on disk, recorded or hard copy, whether an original or a reproduction.

3. **FORMER OBLIGATIONS:** I will strictly adhere to any obligations, which I may have with former employers insofar as the use or disclosure of confidential information is concerned.

4. **CONSEQUENCES OF BREACH:** I understand that any breach of this agreement is grounds for corrective action, up to and including immediate dismissal.

By The Foundation for Tulsa Schools:

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
President & CEO

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**REQUEST FOR EMPLOYEE LEAVE CONTRIBUTION**

Name of Contributing Employee: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_

**EMPLOYEE'S REQUEST**

I hereby request that my Annual and Sick Leave accumulated balance be reduced by \_\_\_\_\_ and given to \_\_\_\_\_ in accordance with The Foundation for Tulsa Schools Annual and Sick Leave Policy (3.01). I understand that my contribution cannot exceed five (5) days (40 hours) to the recipient. I also understand that my maximum carryover of Annual and Sick Leave for the balance of the fiscal year will be reduced by the amount of leave contributed.

\_\_\_\_\_  
Employee's Signature

**APPROVAL**

The leave contribution, as requested, is approved.

\_\_\_\_\_  
President & CEO



The contributing employee (\_\_\_\_\_) has a sufficient balance of Annual and Sick Leave hours to contribute \_\_\_ hours to \_\_\_\_\_ (recipient of contributed hours). The reason for \_\_\_\_\_'s absence conforms with the requirements of the Annual and Sick Leave policy.

\_\_\_\_\_  
President & CEO

**AUTHORIZATION TO RELEASE MEDICAL INFORMATION**

Upon submission of the original or a photocopy of this authorization, I hereby authorize all physicians, hospitals, and other institutions, which have rendered care or treatment to me to furnish all information, which The Foundation for Tulsa Schools may require to assist in the evaluation of an application for disability benefits.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**APPLICATION FOR PARTICIPATION IN  
TUITION ASSISTANCE PROGRAM**

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Department: \_\_\_\_\_

Job Title: \_\_\_\_\_

Date Employed: \_\_\_\_\_

Name and Address of School: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Course(s) or seminar(s) for which you are requesting reimbursement:

\_\_\_\_\_

(Please attach course or seminar description.)

**Level of Academic Completion:**

- High School Degree
- Bachelor
- Graduate
- Other \_\_\_\_\_

**Current Academic Goal**

- High School Degree or GED
- Degree Program
- Nondegree Program
- Other \_\_\_\_\_

Date Course Begins: \_\_\_\_\_ Date Course Ends: \_\_\_\_\_

Do you need to change your work schedule? \_\_\_\_\_ If yes, explain.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What is your new work schedule: \_\_\_\_\_

Full Tuition Amount: \_\_\_\_\_

Full Out-of-Pocket Amount: \_\_\_\_\_

How does this course(s) or seminar(s) relate to your current job?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Employee: \_\_\_\_\_



**TO BE COMPLETED BY THE PRESIDENT AND CEO**

Approved: \_\_\_\_\_

Date: \_\_\_\_\_

Denied: \_\_\_\_\_

Explanation: \_\_\_\_\_

\_\_\_\_\_

**Please return to the President and CEO**

**TO BE COMPLETED BY PRESIDENT AND CEO**

Authorized: \_\_\_\_\_ Date: \_\_\_\_\_

Taxable? \_\_\_\_\_ If yes, employee notified on: \_\_\_\_\_

Filed in Employee's Personnel File: \_\_\_\_\_

Check request completed on: \_\_\_\_\_ Amount: \_\_\_\_\_

*Grade received:* \_\_\_\_\_

**REQUEST FOR SALARY ADVANCE  
AND/OR PAYROLL DEDUCTION**

Employee's Name: \_\_\_\_\_ Date: \_\_\_\_\_

A salary advance is hereby requested/authorized in the amount of \$\_\_\_\_\_ to be repaid by \_\_\_\_\_ payroll deduction(s) in the amount of \$\_\_\_\_\_ commencing on the payroll period ending \_\_\_\_\_. The payroll deductions will continue without interruption until the requested salary advance is paid in full. I understand that \$15, to help defray the banking and administrative costs, will be deducted in full from the first paycheck within the period specified. The reason for the salary advance request is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I also agree that any remaining unpaid balance can be deducted from my final paycheck.

\_\_\_\_\_  
Employee's Signature

■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

The salary advance requested above is recommended.

\_\_\_\_\_  
President & CEO

Disbursement on \_\_\_\_\_ is approved and authorized.  
(date)

\_\_\_\_\_  
Chairman of the Board

■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

The salary advance requested above is not approved.

\_\_\_\_\_  
President & CEO

\_\_\_\_\_  
Chairman of the Board

**ELECTRONIC COMMUNICATIONS**  
**ACKNOWLEDGEMENT AGREEMENT**

As an employee of The Foundation for Tulsa Schools, I, \_\_\_\_\_, recognize and understand that the Foundation for Tulsa Schools electronic communication systems (“Systems”) are to be used for conducting business. I agree not to access a file or retrieve any stored communication other than when properly authorized.

I am aware that The Foundation for Tulsa Schools reserves and will exercise the right to review, audit, intercept, access and disclose any matter on the Systems at any time, with or without employee notice, and that such access may occur during or after working hours. I am aware that use of a The Foundation for Tulsa Schools-provided password or code does not restrict The Foundation for Tulsa Schools right to access electronic communications. I am aware that violations of this policy may subject me to disciplinary action, up to and including discharge from employment.

I have read and I understand The Foundation for Tulsa Schools policy regarding electronic communications systems located in the Employee Handbook. I have read and I understand this Electronic Communications Acknowledgment Agreement.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date Signed

## NEW EMPLOYEE ORIENTATION CHECKLIST

**Employee:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*Welcome to The Foundation for Tulsa Schools! Listed below and in the attached documents you will find information related to your employment with Foundation for Tulsa Schools. Please review it carefully and be sure to ask the President and CEO or your supervisor if you have any questions or concerns. Please talk to any one of us if there is something at Foundation for Tulsa Schools you believe should be improved. We value your opinions and want to hear from you.*

**Documents required to complete payroll for payday \_\_\_\_\_:**

- Application form, with resume for exempt staff
- Job description: Your position title is \_\_\_\_\_. This is an exempt/nonexempt position. You will/will not be eligible for paid overtime.
- Form W-4, U.S. income tax withholding form
- Form INS I-9, proof of citizenship status, photocopy of required identification (see form for acceptable forms of identification)
- Direct deposit form with **voided check** attached if you desire direct deposit
- Proof of **auto insurance**, required for employees driving on the job (current proof must be on file; please copy **Personnel Officer** when coverage renews)

**Required policy communications (at the latest, before first paycheck is released):**

- Mission statement
- Employee manual with acknowledgement
- Conflict of interest statement with acknowledgement (The **personnel officer** will contact you annually to renew your statement.)
- Affirmative action policy (The **Deputy Director** is **Foundation for Tulsa Schools** Equal Opportunity Officer. **Note: If you're Foundation for Tulsa Schools does not have a separate affirmative action plan, you should delete this item from the list.**)

Policy highlights from Employee Manual to be especially noted –

- Harassment, Outside Activities, Partisan Political Activities, Confidentiality, Drug-Alcohol, and Smoke-Free Workplace
- Working hours, pay periods, time sheet form, current holiday schedule, expense forms, performance evaluation, grievance policy, staff list with position titles, personal directory information

**Required benefit communications:**

- COBRA/HIPAA notice, with copy for spouse with acknowledgement to Foundation for Tulsa Schools brief benefits description (**Note: this may be in your Handbook or on a separate sheet you handout to new employees.**)

**Required paid benefit information:**

- Paid time off
- Family leave
- See Employee Manual for other leaves
- Leave form
- Parking rotation
- Employee Assistance Plan brochure
- Disability coverage summary sheet
- Insurance Company disability information sheet and book – short and long term disability insurance

Insurance Company group term life insurance and accidental death and dismemberment beneficiary card  
**(You will need the social security card numbers of your beneficiaries.)**

**Flexible benefits enrollment:**

- Benefit enrollment form; must be completed even if waiving benefits  
(As applicable, you will need the birth dates, social security numbers, and wedding date for dependent coverage's.)
- Flexible Benefits summary plan description (SPD)
- Insurance Company descriptive information
- Benefit summary
- Pretax premium plan
- Health care reimbursement account
- Dependent care reimbursement account
- Service guide
- Reimbursement form and FYI sheet on payment dates, etc.
- Employer subsidized Insurance Company health coverages
- Insurance Company application form
- Insurance Company health, dental, vision benefit guide
- Mental health services pamphlet
- Supplemental Insurance information
- Supplemental life
- Supplemental cancer
- Supplemental disability

**403(b) retirement plan:**

- 403(b) summary plan description, highlight eligibility date
- Brochure describing 403(b) custodian and custodial account investment options
- 403(b) application (You will need the social security numbers of your beneficiaries.)
- 403(b) custodial agreement for employer plan

**Building, parking, and other general information:**

- Parking lot/outside building door card
- Access codes for stairs
- 2<sup>nd</sup> floor key
- Logo (card) for parking lot
- Sign-out sheet at front desk
- Local long distance telephone codes
- Phone system pamphlet, staff extensions, and speed dial information
- Fax machine with speed dial information
- Phone card for authorized managers and program consultants

On behalf of Foundation for Tulsa Schools, I have discussed these items with, provided materials to, and received all required documents from the new Foundation for Tulsa Schools employee.

I certify that I have received the documents, forms, and information listed above.

\_\_\_\_\_  
(New employee signature)

\_\_\_\_\_  
Date

**WAIVER AND RELEASE OF ALL CLAIMS**  
**REGARDING REFERENCES**

From time to time, various employees may be asked for information about your employment history, salary status, or may be asked to provide a reference regarding your employment at The Foundation for Tulsa Schools. It is the policy of The Foundation for Tulsa Schools that all such requests for information about individual employees be handled directly by the President and CEO).

If your supervisor is asked to provide a reference, s/he may do so if you have read and signed this Waiver and Release of all Claims Regarding References (“Waiver”). In consideration for signing this Waiver, The Foundation for Tulsa Schools will release the following information to entities or individuals if you indicate a desire to release this information by writing in the blank beneath the sentences below: I desire that this information be released. If you do not want this information released, then write in the blank beneath the sentences below: I do not wish this information to be released.

**1. Address:**

---

**2. Home Telephone Number:**

---

**3. Confirmation of Salary:**

---

**4. Opinion Regarding Job Performance (Whether such opinion is positive or negative)**

---

**5. Opinion Regarding Personal Qualities that Employee Brings to the Job (Whether such opinion is positive or negative):**

---

**6. Reason for Termination:**

---

**7. Eligibility for Rehire:**

---

I understand that an opinion regarding my job performance or personal qualities that I bring to the job may result in a positive, negative, or mixed review. Regardless of the nature of such an opinion, I desire to have this information released.



## COBRA Notification Letter

Dear Employee and Covered Dependents:

This notice is intended to summarize your rights and obligations under the group health continuation coverage provision of COBRA. You and your spouse should take the time to read this notice carefully. Should you qualify for COBRA coverage in the future, the group health plan administrator or plan sponsor will send you the appropriate notification.

Federal law requires The Foundation for Tulsa Schools to offer employees and their families the opportunity for a temporary extension of health coverage (called "continuation coverage") at group rates in certain instances where coverage under the plan would otherwise end.

### TO QUALIFY FOR COBRA COVERAGE

**Employees.** As an employee of The Foundation for Tulsa Schools covered by [Group Health Plan Name], you have the right to elect this continuation coverage if you lose your group health coverage because of a reduction in your hours of employment or the termination of your employment (for reasons other than gross misconduct on your part).

**Retirees.** As a retiree, spouse of a retiree, or dependent child of a retiree, of The Foundation for Tulsa Schools covered by [Group Health Plan Name] you have the right to elect this continuation coverage. If you lose your group health coverage because [Name of Employer] declares Chapter 11 bankruptcy and you lose your group health care coverage within one year before or after the bankruptcy proceedings.

**Spouses.** As the spouse of an employee covered by [Group Health Plan Name], you have the right to choose continuation coverage for yourself if you lose group health coverage under [Group Health Plan Name] for any of the following reasons:

- The death of your spouse who was an employee of [Non Profit]
- A termination of your spouse's employment (for reasons other than gross misconduct)
- A reduction in your spouse's hours of employment
- Divorce or legal separation from your spouse
- Your spouse becomes entitled to Medicare

**Dependent Children.** In the case of a dependent child of an employee covered by [Group Health Plan Name], he or she has the right to continuation coverage if group health coverage under [Group Health Plan Name] is lost for any of the following reasons:

- The death of a parent who was an employee of The Foundation for Tulsa Schools
- The termination of a parent's employment (for reasons other than gross misconduct) or reduction in a parent's hours of employment with [Name of Employer]
- Parent's divorce or legal separation
- A parent who was an employee of The Foundation for Tulsa Schools becomes entitled to Medicare
- The dependent ceases to be a "dependent child" under [Group Health Plan Name].



## YOU'RE NOTICE OBLIGATIONS

Under the law, the employee or a family member has 60 days from (1) the date of the event or (2) the date on which coverage would be lost, whichever is later, to inform [Name and Address of Plan Administrator] of the employee's divorce or legal separation, or of the employee's child losing dependent status under [Group Health Plan Name]. Please give notice in the following manner: [specify if you want the person to call you, write to you, etc.]

Failure to give notice within the time limits can result in COBRA coverage being forfeited.

The Foundation for Tulsa Schools has the responsibility to notify [Name of Plan Administrator] of the employee's death, termination of employment, reduction in hours, or Medicare entitlement.

## TO ELECT COVERAGE

When [Name of Plan Administrator] is notified that one of these events has happened, [Name of Plan Administrator] will in turn notify the employee, spouse and dependents that they have the right to choose COBRA continuation coverage. The employee and spouse have independent election rights. The employee, spouse and dependents have 60 days from either (1) the date coverage is lost under [Group Health Plan Name] or (2) the date of the notice, whichever is later, to respond informing [Name of Plan Administrator] that they want to elect continuation coverage. There is no extension of the election period.

If an employee, spouse or dependent does not elect continuation coverage within this election period, then rights to continue group health insurance will end.

If an employee, spouse or dependent chooses continuation coverage and pays the applicable premium, The Foundation for Tulsa Schools is required to provide coverage which, as of the time coverage is being provided, is identical to the coverage provided under the plan to similarly situated active employees or family members. If The Foundation for Tulsa Schools changes or ends group health coverage for similarly situated active employees, your coverage will also change or end.

## DURATION OF COBRA COVERAGE

**Termination or Reduction in Hours.** If group health coverage was lost because of a termination of employment (other than for reasons of gross misconduct) or a reduction in work hours, the continuation coverage period is 18 months from the date of the qualifying event, if elected.

**Employees, Spouses or Dependents with Disabilities.** The 18 months of continuation coverage can be extended to 29 months if the Social Security Administration determines that the employee, spouse or dependent child was disabled on the date of the qualifying event according to Title II (Old Age Survivors and Disability Insurance) or XVI (Supplemental Security Income) of the Social Security Act. Disabilities that occur after the qualifying event do not meet the criteria for the extended COBRA coverage period.

The employee, spouse or dependent must obtain the disability determination from the Social Security Administration and notify [Name of Plan Administrator] of the result within 60 days of the date of disability determination and before the close of the initial 18-month period. The employee, spouse or dependent has 30 days to notify [Name of Plan Administrator] from the date of a final determination that he or she is no longer disabled.

**Multiple Events.** The 18-month continuation period can also be extended, if during the 18 months of continuation coverage, a second event takes place (divorce, legal separation, death, Medicare entitlement,

or a dependent child ceasing to be a dependent). The 18 months of continuation coverage will be extended to 36 months from the date of the original qualifying event. Upon the occurrence of a second event, it is the employee's, spouse's or dependent's responsibility to notify [Name of Plan Administrator] within 60 days of the event and within the original 18-month COBRA period. COBRA coverage does not last beyond 36 months from the original qualifying event, no matter how many events occur.

## **DURATION OF COBRA COVERAGE**

**Other Qualifying Events.** If group health coverage was lost because of the death of the employee, divorce, legal separation, Medicare entitlement, or a dependent child ceasing to be a dependent child under [Group Health Plan Name], then the continuation coverage period is 36 months from the date of the qualifying event, if elected.

## **COBRA CANCELLATION**

The law provides that continuation coverage may be cut short for any of the following reasons:

- The Foundation for Tulsa Schools no longer provides group health coverage to any of its employees
- The premium for continuation coverage is not paid in a timely manner
- The employee, spouse or dependent becomes covered under another group health plan that does not contain any exclusion or limitation with respect to any preexisting condition
- The employee or spouse becomes entitled to Medicare
- The employee, spouse or dependent extended continuation coverage to 29 months due to a Social Security disability and a final determination has been made that he or she is no longer disabled
- The employee, spouse or dependent notifies [Name of Plan Administrator] that they wish to cancel continuation coverage.

## **PREMIUMS**

An employee, spouse or dependent does not have to show that they are insurable in order to choose continuation coverage. But an employee, spouse or dependent must have been actually covered by the group health plan the day before the qualifying event in order to elect COBRA coverage.

An employee, spouse or dependent may have to pay all of the applicable premium, which generally cannot exceed 102% of the plan costs for a 12-month period. An exception exists for coverage of employees with disabilities during the extension from the 19th month to the 29th month. During that time, 150% of the plan cost may be charged. The group health plan may increase the cost that must be paid for COBRA coverage if the applicable premium increases.

The period for paying the initial COBRA premium following the election of coverage is 45 days. The first payment made is to be applied retroactively toward coverage for the period beginning after the date on which coverage would have been lost as a result of the qualifying event.

There is a 30-day grace period following the date regularly scheduled monthly premiums are due. Only in the case of mental incapacity is any further extension permitted, since the group health plan does not permit extensions.

## **CONVERSION PRIVILEGES**

At the end of the continuation coverage period, the employee, spouse or dependent must be allowed the option to enroll in an individual conversion health plan provided under [Group Health Plan Name] if such conversion plan is available.

## **FURTHER INFORMATION**

If you have any questions about the law or your obligations, please contact [**Name of Plan Administrator, Address, and Telephone Number**].

## **Notification of the Requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) for Initial Enrollment Period**

As a full-time employee, you have the opportunity to enroll in our group health plan during your initial enrollment period. If you do not elect to enroll yourself or your dependents in the health plan during your initial enrollment period, you will not be able to enroll yourself or your dependents in the future unless you qualify for a “special enrollment right” or until the next annual open enrollment period.

### **Special Enrollment Rights:**

If you are declining enrollment for yourself or your dependents (including your spouse) because of other health coverage, you may in the future be able to enroll yourself or your dependents in this plan, provided that you request enrollment within 30 days after your coverage ends. In addition, if you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your dependents, provided that your request is within 30 days after the marriage, birth, adoption, or placement for adoption.

The health plan may impose a pre-existing condition exclusion on your coverage (including late enrollees). The pre-existing exclusion delays coverage for conditions for which you sought medical advice, diagnosis of care, had treatment recommended or received treatment from a licensed or authorized person during the six months immediately prior to your enrollment date.

Due to HIPAA, participants may have the right to reduce the pre-existing condition exclusion period by the length of time you had health coverage prior to your current enrollment. You are entitled to a certificate from your prior health care carrier or your prior employer which will show evidence of such prior credible coverage.

The full pre-existing condition exclusion period will be imposed by the health plan, unless you provide the evidence of prior creditable coverage by presenting a certificate or other documentation which establishes creditable coverage. We will assist you in obtaining the information from the prior plan.

***I acknowledge receipt of a copy this notice regarding the Health Insurance Portability and Accountability Act (HIPAA), and my obligation to provide documentation to my employer which could be used to reduce or eliminate the pre-existing coverage period under my employer’s group health plan.***

***I am aware that if I do not submit a certificate of creditable coverage within 60 days of my eligibility date, the plan’s pre-existing condition limitation will apply unless a certificate of creditable coverage is provided at a later date. I am aware that if I do not elect health coverage for myself or my dependents during the initial enrollment period, my dependents and I must wait until the next open enrollment period, my dependents and I must wait until the next open enrollment to enroll in the employer’s group health plan, unless we have a special enrollment right or lose our other health coverage.***

\_\_\_\_\_  
Employee Name (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

## Employment Application Form

Applications are considered for all positions without regard to race, color, religion, sex, sexual orientation, national origin, age, marital or veteran status, or the presence of a non-related medical condition or handicap.

Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ Phone # \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Have you applied here before?  Yes  No When? \_\_\_\_\_ Position applied for? \_\_\_\_\_

Can Start When \_\_\_\_\_  Full time  Part time  Temporary   
Other \_\_\_\_\_

**EMPLOYMENT EXPERIENCE:** Start with your present job or last job. Include military assignments and other volunteer activities. Exclude Foundation for Tulsa Schools, exclude names that indicate race, color, religion, sex, or national origin.

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Employer 1 \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone # \_\_\_\_\_ Supervisors' Name \_\_\_\_\_

Job Title \_\_\_\_\_ Reason for leaving \_\_\_\_\_

Dates of Employment: From \_\_\_\_\_ To \_\_\_\_\_ Salary or Hourly rate \_\_\_\_\_

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Employer 2 \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone # \_\_\_\_\_ Supervisors' Name \_\_\_\_\_

Job Title \_\_\_\_\_ Reason for leaving \_\_\_\_\_

Dates of Employment: From \_\_\_\_\_ To \_\_\_\_\_ Salary or Hourly rate \_\_\_\_\_

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Employer 3 \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone # \_\_\_\_\_ Supervisors' Name \_\_\_\_\_

Job Title \_\_\_\_\_ Reason for leaving \_\_\_\_\_

Dates of Employment: From \_\_\_\_\_ To \_\_\_\_\_ Salary or Hourly rate \_\_\_\_\_

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## EMPLOYMENT APPLICATION PART 2

### EDUCATION

Schools/Colleges Attended:

# Years

Degree

_____	_____	_____
_____	_____	_____
_____	_____	_____

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Describe any special qualifications for this job:

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Drivers License # \_\_\_\_\_ State \_\_\_\_\_ Expiration \_\_\_\_\_

Are you a veteran of the U.S. Military service?  Yes  No

Thank you for completing this application form and for your interest in employment with us. The Foundation for Tulsa Schools is an equal opportunity employer.

I certify that the information contained in this application is true and complete to the best of my knowledge and I understand that if I am employed, I may be discharged if I supplied falsified or incomplete information. I authorize The Foundation for Tulsa Schools to investigate my personal background, qualifications, and all statements made in this application. I release The Foundation for Tulsa Schools and anyone supplying information to The Foundation for Tulsa Schools, as well as their respective agents, from liability in connection with this investigation. I understand that if I am employed, my employment is for no definite period of time and that, while I may resign at any time for any reason, The Foundation for Tulsa Schools also reserves the right to end my employment at any time for any reason. I also understand that The Foundation for Tulsa Schools has the right to make any unilateral changes in the employment relationship it deems appropriate.

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Applicant's Signature

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Date

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Applicant's Signature

---

Date

**The Foundation for Tulsa Schools Job Description**

**JOB TITLE:**

**REPORTS TO: (TITLE)**

**LOCATION:**

**STANDARD HOURS:**

**SUPERVISES:**

**CLASSIFICATION: (EXEMPT, NONEXEMPT, FULL-TIME, PART-TIME, TEMPORARY)**

**PURPOSE** (describe primary accomplishments, products and services, who benefits from them and how)

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**GENERAL DESCRIPTION** (How would you describe the job to someone who has never done it? List major job responsibilities with estimated time spent on each. The main function of the job may or may not be the one where most time is spent.)

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**ESSENTIAL DUTIES** (What do you have to be able to do to achieve desired results of job? Include leadership and management responsibilities for positions that involve supervision of others and identify communication with members and vendors, in person, in writing, and by telephone. )

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**MINIMUM REQUIREMENTS** (What is required to perform essential duties?)

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**SPECIAL CONDITIONS** (Bond ability, altered work schedule, environmental conditions, travel, use of personal automobile, etc.)

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## Federally Required Posters And Notices

POSTER	NOTES AND WEBSITE ADDRESS	ADDRESS AND PHONE NUMBER
<p><b><a href="http://www.dol.gov/osbp/sbrefa/poster/main.htm">http://www.dol.gov/osbp/sbrefa/poster/main.htm</a></b>            (You can obtain a copy of most posters that you will need for free on the U.S. Department of Labor's website at this location)</p>		
<p><b>Equal Employment Opportunity</b>   <b>Title VII-Race, Color, Religion, Sex, National Origin-</b>            Employers with 15 or more employees  <b>Age Discrimination Act-</b>            Employers with 20 or more employees  <b>Americans with Disabilities Act-</b>Employers with 15 or more employees  <b>Equal Pay for Equal Work-</b>all employers  <b>Rehabilitation Act-</b>Employers with federal contracts</p>	<p>This poster can be downloaded from the web at  <a href="http://www.dol.gov/esa/regs/compliance/posters/pdf/eeopost.pdf">http://www.dol.gov/esa/regs/compliance/posters/pdf/eeopost.pdf</a></p>	<p>Equal Employment Opportunity Commission (EEOC) Headquarters            1801 L Street, N.W.            Washington, DC 20507            Telephone: 1-800-669-3362 Publication Ctr.            Baltimore Number: (410) 962-3932             U.S. Department of Labor            Office of Federal Contract Compliance Programs            200 Constitution Avenue, N.W.            Washington, DC 20210            (410) 962-3572</p>
<p><b>Job Safety and Health Protection</b>             Applies To All Employers</p>	<p>This poster can be downloaded or ordered at:  <a href="http://www.osha.gov/Publications/osha3165.pdf">http://www.osha.gov/Publications/osha3165.pdf</a>            Place your order for: 3165 OSHA Workplace Poster.</p>	<p>U.S. Department of Labor            Occupational Safety and Health Administration            200 Constitution Ave., N.W., Room N3647            Washington, D.C. 20210             (202) 693-1888 or 1-800-321-6742</p>
<p><b>Federal Minimum Wage</b>             Applies To All Employers</p>	<p>You can obtain the poster explaining this law at the Department of Labor website at:  <a href="http://www.dol.gov/esa/regs/compliance/posters/pdf/minwagebw.pdf">http://www.dol.gov/esa/regs/compliance/posters/pdf/minwagebw.pdf</a></p>	<p>U.S. Department of Labor            Employment Standards Administration            Office of Labor-Management- Standards            200 Constitution Ave., NW Room S3506            Washington, D.C. 20210             Telephone: (202)-693-0067</p>
<p><b>Employee Polygraph and Protection Act</b>             Applies To All Employers</p>	<p>You can obtain the poster explaining this law at the Department of Labor website at:  <a href="http://www.dol.gov/esa/regs/compliance/posters/pdf/eppabw.pdf">http://www.dol.gov/esa/regs/compliance/posters/pdf/eppabw.pdf</a></p>	<p>U.S. Department of Labor            Employment Standards Administration            Wage and Hour Division            200 Constitution Ave., NW Room S3506            Washington, D.C. 20210            Telephone: (202) 693-0067</p>
<p><b>Uniform Services Employment and Reemployment Rights Act</b>             Applies To All Employers</p>	<p>You can obtain this poster at:  <a href="http://www.dol.gov/vets/programs/usserra/poster.pdf">http://www.dol.gov/vets/programs/usserra/poster.pdf</a></p>	<p>U.S. Department of Labor            Veterans Employment and Training Service            1-866-4-USA-DOL</p>

## Federally-Required Posters Depending On Employee Population or Whether Foundation for Tulsa Schools Is a Federal Contractor

<p><b>Family and Medical Leave Act</b></p> <p><b>This law only applies to employers with 50 or more employees.</b></p>	<p>You can obtain the poster explaining this law at the Department of Labor website at: <a href="http://www.dol.gov/dol/osbp/public/sbrefa/poster/matrix.htm">www.dol.gov/dol/osbp/public/sbrefa/poster/matrix.htm</a>.</p>	<p>U.S. Department of Labor Employment Standards Administration Family and Medical Leave 200 Constitution Ave., NW Room S3506 Washington, D.C.</p> <p>Telephone: (202) 693-0067</p>
<p><b>Notice to Workers With Disabilities Paid at Special Minimum Wage</b></p> <p>This law only applies to those employers who have a certificate authorizing them to pay less than minimum wage to disabled workers</p>	<p>You can obtain the poster explaining this law at the Department of Labor website at: <a href="http://www.dol.gov/dol/osbp/public/sbrefa/poster/matrix.htm">www.dol.gov/dol/osbp/public/sbrefa/poster/matrix.htm</a>.</p>	<p>U.S. Department of Labor Employment Standards Administration Wage and Hour Division 200 Constitution Ave., NW Room S3506 Washington, D.C. 20210</p> <p>Telephone: (202) 693-0067</p>
<p><b>Migrant and Seasonal Agricultural Worker</b></p> <p>This law only applies to those employers who employ migrant and agricultural workers.</p>	<p>You can obtain the poster explaining this law at the Department of Labor website at: <a href="http://www.dol.gov/dol/osbp/public/sbrefa/poster/matrix.htm">www.dol.gov/dol/osbp/public/sbrefa/poster/matrix.htm</a>.</p>	<p>U.S. Department of Labor Employment Standards Administration Wage and Hour Division 200 Constitution Ave., NW Room S3506 Washington, D.C.</p> <p>Telephone: (202) 693-0067</p>
<p><b>Wage and Hour Publication 1321- Notice to Employees Working On Government Contracts (For Employers Who Engage In Federally-Financed Construction Work)</b></p>	<p>The Davis-Bacon Act requires employers to post this notice. You can obtain the poster explaining this law at the Department of Labor website at: <a href="http://www.dol.gov/dol/osbp/public/sbrefa/poster/matrix.htm">www.dol.gov/dol/osbp/public/sbrefa/poster/matrix.htm</a></p>	<p>U.S. Department of Labor Employment Standards Administration 200 Constitution Ave., NW Room S3018 Washington, D.C. 20210</p> <p>Telephone: (202) 693-0067</p>
<p><b>Wage and Hour Publication 1313- Notice to Employees Working On Government Contracts (For Employers Who Contract Or Subcontract With The Federal Government Or D.C. To Furnish Services Through The Use Of Service Employees)</b></p>	<p>The Service Contract Act and the Walsh-Healey Public Contracts Act require employers to post this notice. You can obtain the poster explaining this law at the Department of Labor website at: <a href="http://www.dol.gov/dol/osbp/public/sbrefa/poster/matrix.htm">www.dol.gov/dol/osbp/public/sbrefa/poster/matrix.htm</a></p>	<p>U.S. Department of Labor Employment Standards Administration 200 Constitution Ave., NW Room S3018 Washington, D.C. 20210</p> <p>Telephone: (202) 693-0067 or (410) 862-2265</p>

## DOCUMENT RETENTION SCHEDULE

FINANCIAL DOCUMENTS	MINIMUM RETENTION REQUIREMENT
<b>Accounts Payable Ledgers and Schedules</b>	5 years
<b>Audit Reports</b>	7 years (many Foundation for Tulsa Schools keep these records permanently).
<b>Bank Reconciliations and Statements</b>	5 years and/or until all federal and state audit requirements have been met.
<b>Checks</b> (for important payments and purchases)	5 years or 4 years after item purchased is no longer owned.
<b>Correspondence</b> – customers/vendors	Depends on issue in correspondence and whether there is a contract; if potential litigation-3 Y until threat of litigation has passed; if contract claim is possible, 4 years or until potential claim has dissipated.
<b>Depreciation Schedules</b>	While active + 3 years
<b>Expenses and Purchases -</b> Documentation can include: cash register tapes, account statements, canceled checks, invoices, credit card sales slips. Separate deductible expenses in the event Foundation for Tulsa Schools pays unrelated business income tax.	5 years
<b>Gross Receipts-</b> Amounts received from all sources. Documents that support gross receipts include: cash register tapes, bank deposit slips, receipt books, invoices, credit card charge slips, and Form 1099-MISC	5 years
<b>Year-end Financial Statements</b>	If Audit Report is generated by Foundation for Tulsa Schools- 7 years; if no audit is conducted and year-end financial report is used in place of audit – permanently.

<b>HUMAN RESOURCE DOCUMENTS</b>	<b>MINIMUM RETENTION REQUIREMENT</b>
<b>Affirmative Action Plan and Related Information</b>	5 years from date of Plan Year.
<b>Age Discrimination in Employment Act</b>	Records relating to discrimination charges-Until final disposition of the charge.
<b>Applications for Employment and Résumés- For those who were not hired</b>  <b>Unsolicited Applications for Employment</b>	Age Discrimination in Employment Act (ADEA), Title VII and ADA-1 year from date of submission; OFCCP large contractor and schools-2 years; driving records are regarded as hiring records and should be kept for same period of time.  Answer is unclear; recommend same as above; online submissions of resumes may be discounted but no definitive ruling in this area.
<b>EEO Claims</b>	While active, plus three years.
<b>EEO Reports</b>	As long as current. If an OFCCP contractor-1 year. If OFCCP contractor with more than 150 employees and \$150,000 in contracts, then must keep for 2 years.
<b>Employee Benefit Plans</b>  <b>ERISA Records relating to Welfare and Pension Benefits</b>	Records relating to ADEA-1 year after termination of plan. Records relating to payment of premiums while on FMLA leave years after final payment was made for premiums. Records relating to data mentioned in the Summary Plan Description-6 years after data and description were published to employees.  6 years.
<b>Employment Tax Records and Returns</b>	4 years after the date the tax becomes due or is paid.
<b>Employment Documents Relevant to Discrimination or other Statutory Claims</b>	Title VII-The Act itself only requires the employer to keep records until final disposition of the charge; recommend that records be kept at least 1 year after charge is resolved.
<b>Employment Turn-downs (Rejection Letters)</b>	1 year after letter is sent.
<b>FMLA Leave Documents</b>	3 years after end of leave period.
<b>I-9s</b>	3 years from date of hire or 1 year after termination, whichever is later. Many experts recommend keeping these forms separate from the employee's personnel file, but such action is not required by law.

<b>HUMAN RESOURCE DOCUMENTS</b>	<b>MINIMUM RETENTION REQUIREMENT</b>
<b>Interview Information and Reference Checking Notes</b>	1 year after job is filled under ADA, ADEA, and Title VII; References-1 year after record is made.
<b>Job Advertisements and Job Requests Made to Agencies</b>	1 year after placement of advertisement or request for an employee-ADEA.
<b>Job Descriptions</b>	2 years after record is made under Equal Pay Act.
<b>OSHA Logs</b>	5 years for OSHA Form 200, 300 and 301 and OSHA or 101; legally required medical exams and toxic exposure records for duration of the individual's employment, plus 30 years.
<b>Personal Medical Information</b> Make sure that no medically related information is in an employee's personnel file; all such information should be kept in a separate file.	1 year after termination; OSHA Records-See above. Medical Certifications: 3 years after certification is obtained. Medical information includes all medical records, physical examinations, workers comp claims, drug and alcohol testing, and medical forms requesting health information for insurance purposes.
<b>Payroll Records and Summaries</b>	3 years from the last date of entry. 4 years for FICA-related information. 4 years for FUTA-related information.
<b>Personnel Files</b> (terminated employees)- Should include employment application, discipline reports, evaluations, salary history, etc.	7 years, though experts differ on the time period for these records as there is no specific law regulating retention periods for most of the documents kept in personnel files; some recommend as few as 4 years after employee terminates; ADEA, ADA, FLSA and FMLA require 3 years for basic employment info.
<b>Policies, Guidelines and Employee Handbooks</b>	For as long as they are current and at least 3 years after they are outdated.
<b>Recruiting Information</b> -Advertisements, Job Postings, interview information, Applications for Employment when not hired.	1 year after record is made.
<b>Retirement and Pension Records</b>	During the time the Plan is active plus 6 years after discontinuance of the Plan. Other experts recommend keeping such documents permanently.
<b>Timesheets</b>	3 years from last date of entry. Other experts recommend keeping for 7 years.
<b>Unemployment Insurance Documents</b> -DLLR Forms, Quarterly Contribution Report and Employment Report	3 years after return is filed

MISCELLANEOUS DOCUMENTS	MINIMUM RETENTION REQUIREMENT
<b>Contracts</b>	4 years after contract term has expired.
<b>Correspondence – general</b>	3 years.
<b>Correspondence – legal/important</b>	Keep with legal file whether lawsuit, insurance claim, etc. then retain according to that retention requirement.
<b>Grant Applications and Awards</b>	Life of grant, plus 3 years after expiration of grant; grant itself may have separate record-keeping requirements that Foundation for Tulsa Schools must adhere to.
<b>Grant and Contract Reports</b>	Life of grant or contract, plus 3 years after expiration of grant or contract; review grant or contract for any separate record-keeping requirements.
<b>Insurance Records, Accident Reports, Claims</b>	Workers Compensation Claims-10 years after close of matter. Long-term Disability-10 years after return to work, retirement or death.
<b>Insurance Policies (expired)</b>	3 years if a Claims-Made policy; permanently, if it is an Occurrence policy.
<b>Internal Audit Reports</b>	Generally retain most recent 5 years or until resolved + 5 yrs.
<b>Inventories of Products, Materials, Supplies</b>	Generally the most recent two inventories and/or until all audit requirements have been met.
DOCUMENTS THAT SHOULD BE KEPT PERMANENTLY	
<b>Minute Books</b>	
<b>Charter (Articles of Incorporation)</b>	
<b>Bylaws and all Amendments</b>	
<b>Form 990 and any Schedules</b> filed with the form, <b>Form 990-T Exempt Foundation for Tulsa Schools Income Tax Form</b> (if your Foundation for Tulsa Schools files such a form) Note: this document is subject to the public disclosure regulations for up to 3 years after the due date or the filing date of the return.	
<b>IRS Determination Letter Granting Foundation for Tulsa Schools 501(c) Status.</b> Note: this document is subject to the public disclosure regulations.	
<b>1023 Application for Tax-Exempt Status</b> , all <b>Supporting Documents</b> submitted with the form, and all documents that the IRS requires the Foundation for Tulsa Schools to submit. Note: these documents are subject to the public disclosure regulations. Older Foundation for Tulsa Schools may not have a 1023 Form, as this requirement did not come into existence until the late 1960s. If your Foundation for Tulsa Schools does not have a 1023, you should obtain a letter from the IRS to that effect. If your 1023 is lost, you can obtain another copy from the IRS.	
<b>Trademark Registrations and Copyrights-</b> Life of trademark – there is no legal retention requirement but should keep for the lifetime of the trademark plus applicable statute of limitations (6 years).	
<b>Patents, Related Papers.</b> Life of patent + 6 years.	
<b>Deeds, Mortgages, Notes and Leases</b>	
<b>Combined Registration Applications</b>	

**A quick guide to the abbreviations used in the Document Retention Schedule:**

- ADA – American’s With Disabilities Act
- ADEA - Age Discrimination in Employment Act
- DLLR - Department of Labor, Licensing, and Regulation
- EEO – Equal Employment Opportunity
- ERISA – Employee Retirement Income Security Act
- FICA - Federal Insurance Contributions Act
- FLSA – Fair Labor Standards Act
- FMLA – Family Medical Leave Act
- FUTA - Federal Unemployment Tax Act
- OFCCP - Office of Federal Contract Compliance Programs
- OSHA – Occupational Safety Health Administration

**NOTE: OKLAHOMA HAS ADDITIONAL POSTING REQUIREMENTS BEYOND THE FEDERAL NOTICES. PLEASE REFER TO THE EDUCATIONAL PACKET “LEGAL REQUIREMENTS CHECKLIST” FOR THE STATE REQUIREMENTS.**