

## **Conflict of Interest Policy for Arc Greater Mid Cities**

The purpose of the following policy and procedures is to complement Arc Greater Mid Cities ("Arc GMC") bylaws to prevent the personal interest of Staff Members, Board Members, and Volunteers from interfering with the performance of their duties to Arc GMC, or result in personal financial, professional or political gain on the part of such persons at the expense of Arc GMC or its Members, supporters, and other stakeholders.

Definitions: *Conflict of Interest* (also Conflict) means a conflict, or the appearance of a conflict, between the private interests and official responsibilities of a person in a position of trust. Persons in a position of trust include Staff Members, Officers, Board Members, and Volunteers of Arc GMC. *Board* means the Board of Directors. *Officer* means an officer of the Board of Directors. *Volunteer* means a person - other than a Board Member - who does not receive compensation for services and expertise provided to Arc GMC and retains a significant independent decision-making authority to commit resources of the organization. *Staff Member* means a person who receives all or part of her/his income from the payroll of Arc GMC. *Member* means a member of Arc GMC, which itself shall be a chapter of (1) a state association of nonprofit organizations that represent a statewide and multi-sector of subsector 501(c)(3) constituency with a diverse range of corporate identities, or (2) a regional association of nonprofit organizations that represent a specific region within a state or multi-state geographic area and a multi-sector or subsector constituency with a diverse range of corporate identities. *Committee Member* means any Volunteer serving on an Arc GMC committee recognized by the Board of Directors.

### **POLICIES AND PRACTICES**

1. Full disclosure, by notice in writing, shall be made by the interested parties to the full Board of Directors in all conflicts of interest, including but not limited to the following:
  - a. A Board Member is related to another Board Member or Staff Member by blood, marriage or domestic partnership.
  - b. A Staff Member in a supervisory capacity is related to another Staff Member whom she/he supervises.
  - c. A Board Member or their organization stands to benefit from a transaction or Staff Member of such organization receives payment from for any subcontract, goods, or services other than as part of her/his regular job responsibilities or as reimbursement for reasonable expenses incurred as provided in the bylaws and Board policy.
  - d. A Board Member's organization receives grant funding from Arc GMC.
  - e. A Board Member or Staff Member is a member of the governing body of a contributor to or partner of Arc GMC.
  - f. A Volunteer working on behalf of Arc GMC who meets any of the situations or criteria listed above.

2. Following full disclosure of a possible conflict of interest or any condition listed above, the Board of Directors shall determine whether a conflict of interest exists and, if so the Board shall vote to authorize or reject the transaction or take any other action deemed necessary to address the conflict and protect Arc GMC's best interests. Both votes shall be by a majority vote without counting the vote of any interested director, even if the disinterested directors are less than a quorum, provided that at least one consenting director is disinterested.
3. A Board Member, or Committee Member, who is formally considering employment with Arc GMC must take a temporary leave of absence until the position is filled. Such a leave will be taken within the Board Member's elected term which will not be extended because of the leave. A Board Member or Committee Member who is formally considering employment with Arc GMC must submit a written request for a temporary leave of absence to the Secretary of the Board, c/o the Arc GMC office, indicating the time period of the leave. The Secretary of Arc GMC will inform the chair of the Board of such a request. The chair will bring the request to the Board for action. The request and any action taken shall be reflected in the official minutes of the Arc GMC Board meeting.
4. All actions of Board Members, Staff Members, and Volunteers shall be for the sole benefit of Arc GMC in any dealings that may affect Arc GMC adversely. Such persons shall avoid participating in any discussion, arrangement, agreement, investment or other activity which could result in a personal benefit, or benefit another organization at the expense of Arc GMC. However, they may be present to provide clarifying information in such a discussion or debate unless objected to by any present Board or Committee Member.
5. Anyone in a position to make decisions about spending Arc GMC resources (i.e., transactions such as purchases contracts) - who also stands to benefit from that decision - has a duty to disclose that conflict as soon as it arises (or becomes apparent); s/he should not participate in any final decisions.
6. A copy of this policy shall be given to all Board Members, Staff Members, Volunteers or other key stakeholders upon commencement of such person's relationship with Arc GMC or at the official adoption of stated policy. Each Board member, Officer, Staff Member, and Volunteer shall complete and sign the Arc GMC Conflict of Interest Disclosure form at the beginning of her/his term of service or employment and each year thereafter. Failure to sign does not nullify the policy.
7. This policy and disclosure form must be filed annually by all specified parties.