**Conflict of Interest Policy**

Groundwork Atlanta

**Purpose**

The purpose of documenting the following policy and procedures is to prevent the personal or dual interests of staff members, board members, and volunteers from interfering with the performance of their duties to Groundwork Atlanta, or result in personal, financial, professional, or political gain on the part of such persons at the expense of Groundwork Atlanta or its volunteers, supporters, and other stakeholders.

Definitions: Conflict of Interest (also Conflict) means a conflict, or the appearance of a conflict, between the personal or dual interests and official responsibilities of a person in a position of trust. Persons in a position of trust include staff members, officers, and board members of Groundwork Atlanta. 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 Groundwork Atlanta 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 Groundwork Atlanta. Supporter means corporations, foundations, individuals, 501(c)(3) nonprofits, and other nonprofit organizations that contribute to Groundwork Atlanta.

**Policy and Procedures**

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 or staff member, or an organization or business they or their relatives own, work for, or serve on the board of, stands to benefit from or object to a Groundwork Atlanta transaction or a staff member of such organization or business receives payment from Groundwork Atlanta for any subcontract, goods, or services other than as part of her/his regular responsibilities as a board or staff member or as reimbursement for reasonable expenses incurred as provided in the bylaws and board policy

d. An organization a board or staff member, or their relatives, work or serve on the board of receives grant funding from Groundwork Atlanta

e. A board member or staff member, or their relatives, are a member of the governing body of a contributor to Groundwork Atlanta

f. A volunteer working on behalf of Groundwork Atlanta 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 Groundwork Atlanta’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 Groundwork Atlanta 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 Groundwork Atlanta must submit a written request for a temporary leave of absence to the Secretary of the Groundwork Atlanta Board, c/o the Groundwork Atlanta office, indicating the time period of the leave. The Secretary of Groundwork Atlanta 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 Groundwork Atlanta.

4. An interested Board member, officer, or staff member shall not participate in any discussion or debate of the Board of Directors, or of any committee or subcommittee thereof in which the subject of discussion is a contract, transaction, or situation in which there may be a perceived or actual conflict of interest. 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 Groundwork Atlanta’s resources (i.e., transactions such as purchase contracts) – has a duty to disclose that conflict as soon as it arises (or becomes apparent); she/he should not participate in any final decisions.

6. A copy of this policy shall be given to all Board members, staff members, volunteers, as well as other key stakeholders upon commencement of such person’s relationship with Groundwork Atlanta or at the official adoption of the stated policy. Each board member, officer, staff member, and volunteer shall sign and date the policy. Each board member, officer, staff member, and volunteer shall sign and date the policy 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.

**Conflict of Interest Disclosure Form Groundwork Atlanta**

This form must be filed annually by all specified parties (initial below and sign below).

\_\_\_\_\_\_\_\_\_ I have no conflict of interest to report

\_\_\_\_\_\_\_\_\_ I have the following potential conflict of interest to report (please specify):

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

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\_\_\_\_\_\_\_\_\_ I also agree to disclose any additional actual or potential conflicts of interests as they arise.

The undersigned, by their affixed signature, acknowledge their understanding of the implications of this policy.

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Signature

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Printed Name

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Date