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Name of Participant: (please print)\_\_\_\_\_

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

Name of Parent/Guardian (please print) \_\_\_\_\_ (if applicable)

Parent/Guardian Signature: \_\_\_\_\_ (if applicable)

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

## Conflict of Interest Policy

This Conflict of Interest Policy is designed to help the Board, employees, and members of Assistance League of the Bay Area identify situations that present potential conflicts of interest and to provide Assistance League of the Bay Area with a procedure which will allow a transaction to be treated as valid and binding even though the Board, members, or employees have or may have a conflict of interest with respect to the transaction. The policy is intended to comply with the procedure prescribed in Texas Civil Statutes, Article 1396-2.30, governing conflicts of interests for directors of nonprofit corporations. In the event there is an inconsistency between the requirements and procedures prescribed herein and those in Article 1396-2.30, the statute shall control. All italicized items are defined in Part 2 of this policy.

**1. Potential Conflict of Interest Defined.** For purposes of this policy, the following circumstances shall be deemed to create *conflicts of interest*:

A. Outside Interests.

1. A *contract or transaction* between Assistance League of the Bay Area and a *responsible person or family member*.
2. A *Contract or Transaction* between Assistance League of the Bay Area and an entity in which a *Responsible Person or Family Member* has a *Material Financial Interest* or of which such person is a director, officer, agent, partner, associate, trustee, personal representative, receiver, guardian, custodian, conservator or other legal representatives.

B. Outside Activities.

1. A *Responsible Person* competing with Assistance League of the Bay Area in the rendering of services or in any other *Contract or Transaction* with a third party.
2. A *Responsible Person's* having a *Material Financial Interest* in, or serving as a director, officer, employee, agent, partner, associate, trustee, personal representative of, or consultant to, an entity or individual that competes with Assistance League of the Bay Area in the provision of services or in any other *Contract or Transaction* with a third party.

C. Gifts, Gratuities, and Entertainment. A *Responsible Person* accepting gifts, entertainment or other favors from any individual or entity that:

1. Does or is seeking to do business with, or is a competitor of Assistance League of the Bay Area; or
2. Has received, is receiving or is seeking to receive a loan or grant, or to secure other financial commitments from Assistance league of the Bay Area; or
3. Is a charitable organization operating in Texas; under circumstances where it might be inferred that such action was intended to influence or possibly would influence the *Responsible Person* in the performance of his or her duties

This does not preclude the acceptance of items of nominal or insignificant value or entertainment of nominal or insignificant value which are not related to any particular transaction or activity of the Assistance League of the Bay Area.

## 2. Definitions.

- A. A *Potential Conflict of Interest* is any circumstance described in Part 1 of this Policy.
- B. A *Responsible Person* is any person serving on the Board, any voting member or nonvoting member, any employee and any nonmember volunteer acting as an agent of Assistance League of the Bay Area.
- C. A *Family Member* is a spouse, parent, child or spouse of a child, brother, sister, or spouse of a brother or sister, parent of a spouse and a domestic partner of a *Responsible Person*.
- D. A *Material Financial Interest* in an entity is a financial interest of any kind, which, in view of all circumstances, is substantial enough that it would, or reasonably could, affect a *Responsible Person's* or *Family Member's* judgment with respect to transactions to which the entity is a party.
- E. A *Contract or Transaction* is any agreement or relationship involving the sale or purchase of goods, services, or rights of any kind, the providing or receipt of a loan or grant, the establishment of any other type of pecuniary relationship, or review of a charitable organization by Assistance League of the Bay Area. The making of a gift to Assistance League of the Bay Area is not a *Contract or Transaction*.

## 3. Procedures.

- A. Prior to Board or committee action on a *Contract or Transaction* involving a *Potential Conflict of Interest*, a director or a committee member having a *Potential Conflict of Interest* and who is in attendance at the meeting shall disclose all facts material to the *Potential Conflict of Interest*. Such disclosure shall be reflected in the minutes of the meeting.
- B. A director or committee member who plans not to attend a meeting at which he or she has reason to believe that the Board or committee will act on a matter in which the person has a *Potential Conflict of Interest* shall disclose to the chairman of the meeting all facts material to the *Potential Conflict of Interest*. The chairman shall report the disclosure at the meeting and the disclosure shall be reflected in the minutes of the meeting.
- C. A person who has a *conflict of interest* shall not participate in or be permitted to hear the Board's or committee's discussion of the matter except to disclose material facts and to respond to questions. Such person shall not attempt to exert his or her personal influence with respect to the matter, either at or outside the meeting.

- D. A person who has a *Potential Conflict of Interest* with respect to a *Contract or Transaction* that will be voted on at a meeting shall not be counted in determining the presence of a quorum for purposes of the vote. The person having a *Potential Conflict of Interest* may not vote on the *Contract or Transaction* and shall not be present in the meeting room when the vote is taken unless the vote is by secret ballot. Such person's ineligibility to vote shall be reflected in the minutes of the meeting.
- E. *Responsible Persons* who are not members of the Board of Assistance League of the Bay Area, or who have a *Potential Conflict of Interest* with respect to a *Contract or Transaction* that is not the subject of Board or committee action, shall disclose to the chairman or supervisor or their designee any *Potential Conflict of Interest* that such *Responsible Person* has with respect to a *Contract or Transaction*. Such disclosure shall be made as soon as the *Potential Conflict of Interest* is known to the *Responsible Person*. The *Responsible Person* shall refrain from any action that may affect Assistance League of the Bay Area's participation in such *Contract or Transaction*.

In the event it is not entirely clear that a *Potential Conflict of Interest* exists, the individual with the potential conflict shall disclose the circumstances to the chairman or supervisor or their designee, who shall determine whether there exists a *Potential Conflict of Interest* that is subject to this policy.

#### **4. Confidentiality.**

Each *Responsible Person* shall exercise care not to disclose confidential information acquired in connection with such status or information which might be adverse to the interests of Assistance League of the Bay Area. Each *Responsible Person* shall not disclose or use information relating to the business of Assistance League of the Bay Area for the personal profit or advantage of the *Responsible Person* or a *Family Member*.

#### **5. Review of Policy.**

- A. Each new *Responsible Person* shall be required to review a copy of this policy and to acknowledge in writing that he or she has done so.
- B. This policy shall be reviewed annually by the Board. Any changes to the policy shall be communicated immediately to all *Responsible Persons*.
- C. Each *Responsible Person* shall annually complete a disclosure form identifying and relationships, positions or circumstances in which he/she is involved and believes could contribute to a *Potential Conflict of Interest* arising.

**Conflict of Interest Disclosure Form**

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

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

Please describe below any relationships, positions or circumstances in which you are involved that you believe could contribute to a Conflict of Interest as defined in the Assistance League® of the Bay Area's Conflict of Interest Policy.

*I hereby certify that the information set forth above is true and complete to the best of my knowledge. I have reviewed, and agree to abide by, the Conflict of Interest Policy of Assistance League of the Bay Area that is currently in effect.*

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

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

\_\_\_\_\_

Reviewed 09/12/16

Amended 09/09/19

Reviewed 09/12/22

## **WHISTLEBLOWER PROTECTION POLICY**

### **Introduction**

The Code of Ethics adopted by Assistance League of the Bay Area requires all members and volunteers (include employees if applicable) to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As members and volunteers of Assistance League, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations. Set forth below is Assistance League's policy for reporting good-faith concerns about the legality or propriety of actions or plans of Assistance League or its board members, members or volunteers.

### **Reporting of Concerns or Complaints**

It is the responsibility of all board members, members and volunteers to comply with Assistance League of the Bay Area's Code of Ethics and applicable law and to report violations or suspected violations under this Whistleblower Policy.

### **Confidentiality**

Assistance League of the Bay Area will treat all communications under this policy in a confidential manner, except to the extent necessary 1) to conduct a fair investigation, or 2) for review of Assistance League operations, independent public accountants, and legal counsel.

### **Retaliation**

Assistance League of the Bay Area will not permit any negative or adverse actions to be taken against any employee or individual for making a good-faith report of a possible violation of its Code of Ethics or applicable law, even if the report is mistaken, or against any individual who assists in the investigation of a reported violation. Retaliation in any form will not be tolerated. Any act of alleged retaliation should be reported immediately and will be promptly investigated. An individual who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of volunteer status (or employment). This Whistleblower Policy is intended to encourage and enable members, volunteers, (employees) and others to raise serious concerns within Assistance League before seeking resolution outside the organization.

### **To Report Concerns or Complaints**

Any individual may communicate suspected violations of the Code of Ethics, applicable law, or other wrongdoing or alleged retaliation by contacting an officer of the board of Assistance League of the Bay Area. Legal Counsel will then be contacted for direction. It is not necessary that you give your name or position in any notification. Whether or not you identify yourself, for a proper investigation to be conducted, please provide Assistance League with as much information as you can, sufficient to do a proper investigation, including where and when the incident occurred, names and titles of the individuals involved, and as much other detail as you can provide.

### **Questions**

If you have any questions regarding this policy, please contact the President of Assistance League of the Bay Area.

My signature below indicates my receipt and understanding of this Policy. I also verify that I have been provided with an opportunity to ask questions about the Policy.

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Member Signature

Date

## SOCIAL MEDIA & COMMUNICATIONS POLICY

1. This policy governs the publication of and commentary on social media by members of Assistance League® of the Bay Area. For this policy, social media means any facility for online publication and commentary, including, without limitation, blogs, websites and social networking sites such as Facebook, LinkedIn, Twitter, Pinterest, Instagram, and YouTube.
2. Assistance League members are expected to uphold and promote the mission and vision statements of Assistance League and adhere to all established policies.
3. Assistance League members are free to publish or comment via social media under this policy. Assistance League members are subject to this policy to the extent they identify themselves as an Assistance League member (other than as an incidental mention of place of volunteerism in a personal blog on topics unrelated to Assistance League).
4. Publication and commentary on social media carry similar obligations to any other kind of traditional written or spoken publication or commentary. All uses of social media must follow the same code of ethics that Assistance League members must otherwise follow.
  - a. Social media accounts for the chapter shall be set up only by the chapter Marketing Chairman as authorized by the chapter and the Guidelines for Social Media Administrators.
  - b. All posts and comments shall comply with the chapter's code of ethics and all other established policies.
  - c. All posts and comments shall pertain to Assistance League and shall not promote other organizations' or businesses' fundraising initiatives.
  - d. Avoid "Assistance League-speak" by not using words or acronyms the average reader would understand.
  - e. All Assistance League social media postings shall portray the chapter and/or corporation professionally. **Use common sense.**
  - f. Refrain from posting items that could reflect negatively on Assistance League or otherwise embarrass the organization. Social media posts are widely accessible and will be around for a long time, so consider the content carefully. Google has a long memory.
  - g. Refer negative comments or posts found on chapter social media sites to the chapter's Marketing Committee/Social Media Administrator. Do not respond or engage in dialogue about such posts.
  - h. Be transparent when posting or commenting as a representative of Assistance League, disclose your name and the fact that you are a member/volunteer of Assistance League. Do not post a glowing review about Assistance League without disclosing your association with the chapter.
  - i. Use disclaimers. When posting or commenting in a capacity unrelated to Assistance League, make clear that any statements made are solely your own and do not represent the opinions or viewpoints or official policies of Assistance League
  - j. Be accurate and correct any mistakes as soon as possible. Be considerate. Post meaningful, respectful comments.
  - k. Do not publish Assistance League's (or anyone else's) confidential information. Confidential information includes things such as unpublished details of projects,



members' personal information, and items not yet approved by the membership.

5. All members must have the Consent Regarding Photographs form and a social media policy agreement signed annually.
6. With verbal permission from adults (18 years or older) information regarding a recipient's information may be published on social media platforms. With written permission from a guardian or parent, minors (17 years or younger), information may be published on all social media platforms.

**This Policy shall be adopted using the exact wording provided below, filling the blanks, as applicable.**

**Assistance League<sup>®</sup>**  
**of the Bay Area**  
**Protected Persons Behavioral and Reporting Policy**  
Adopted April 13, 2020

**Purpose:**

It is the purpose of this policy of Assistance League of the Bay Area to provide a safe and secure environment for children, persons with intellectual disabilities, and elderly persons who participate in activities sponsored by Assistance League. This policy is intended to formalize Assistance League's commitment to the avoidance of abuse to such Protected Persons.

**Scope:**

This policy shall apply to all current and future Assistance League employees, Members and/or volunteers, including all Advisory Council Members.

**Definitions:**

For the purpose of this policy the following definitions shall apply:

1. "Abuse" shall be defined as verbal, physical, emotional, or sexual abuse and/or exploitation and neglect of a Protected Person, which thus includes child abuse, abuse of persons with intellectual disabilities, and elder abuse.
2. "Adult" shall be defined as any individual at least eighteen (18) years of age.
3. "Advisory Council Member" shall be defined as any individual invited by the Board to serve on an annual basis.
4. "Child," "children" and/or "minor" shall be defined as any individual under the age of eighteen (18) years of age, including Minor Member Volunteers.
5. "Community Volunteer" shall be defined as any individual, other than a Member Volunteer or Advisory Council Member, performing services for Assistance League without compensation.
6. "Elderly Persons" shall be defined as any individual sixty-five (65) years of age and older.
7. "Employee" shall be defined as any individual performing services for Assistance League for compensation, including independent contractors and employees.
8. "Member Volunteer" shall be defined as any individual who is listed on the official rolls of chapter members maintained annually by National Assistance League.
9. "Minor Member Volunteers" shall be defined as any individual under the age of eighteen (18) years of age; and listed on the official rolls of chapter members maintained annually by National Assistance League. Minor Member Volunteers are sometimes referred to as "Assisteens®."
10. "Protected Person(s)" shall refer to children, persons with intellectual disabilities, and elderly persons.

**Eligibility for Service**

No individual is suitable to serve as an employee, Member, or volunteer with Assistance League of the Bay Area who has been convicted of a felony; or a misdemeanor involving sexual misconduct or moral turpitude; unless granted an exemption pursuant to the **National Assistance League Name-based Search Policy**.

No Community Volunteer shall be allowed to be in the presence of a Protected Person unless under the direct supervision of a Member Volunteer or Employee.

### **Specific Acts and Omissions in Violation of this Policy:**

The following acts or omissions are violations of this Policy and will not be tolerated or accepted during any activity or program and are to be immediately reported after the safety of the Protected Person has been assured.

1. Any direct observations or evidence of sexual advances and/or sexual activity in the presence of or in association with a Protected Person.
2. Any display or demonstration of sexual advances and/or sexual activity, abuse, insinuation of abuse, or evidence of abusive conduct towards a Protected Person.
3. Sexual advances and/or sexual activity of any kind between any person and a Protected Person.
4. Infliction of physically abusive behavior or bodily injury to a Protected Person.
5. Physical neglect of a Protected Person including failure to provide adequate supervision.
6. Mental or emotional injury to a Protected Person.
7. The presence and/or possession of obscene or pornographic materials.
8. The possession of and/or being under the influence of any illegal or illicit drugs.
9. The consumption of and/or being under the influence of illegal or illicit drugs, marijuana, or alcohol while leading a function with a Protected Person or Minor Volunteer Member.

### **Adult Behavior:**

1. For Protected Persons *not including* elderly persons:
  - a. No adult employed by or volunteering for Assistance League shall be left alone with a Protected Person. This will require a reasonable ratio of adults to Protected Persons be maintained in each situation involving the supervision of Protected Persons. For elderly persons, see 2a below.
  - b. In guidance and/or advisory sessions, written parental or guardian permission shall be obtained prior to a meeting privately with a Protected Person. If written permission is granted two adults shall be present during the guidance and/or advisory session. Prior written permission may be granted by parents to cover a specific time period (i.e., a chapter year). For elderly persons, see 2b below.
2. For elderly persons:
  - a. One-on-one Interactions between Assistance League employees and/or volunteers and elderly persons that fall within the scope of Assistance League sponsored activities are permitted.
  - b. In guidance and/or advisory sessions, including those involving financial advice or financial matters, two adults shall be present during the guidance and/or advisory session in addition to the elderly person.

3. For Assisteens events, or any event involving Minor Member Volunteers, and conferences a one (1) to ten (10) ratio of Adult to Assisteens shall also be maintained. In the event of an Assisteens overnight event at least one adult of each gender shall be present if male and female Assisteens are participating.

### **Abuse Reporting:**

1. Upon the first suspicion of an instance of abuse of a Protected Person, the Board shall be notified and take the following steps immediately:
  - a. Do not treat the suspicion as frivolous.
  - b. Commence the investigation immediately and conclude it as soon as possible.
  - c. Maintain confidentiality of the investigation as much as possible. Emphasize confidentiality of the victim and any accused.
  - d. Determine what legal requirements exist regarding reporting of abuse and make required reports to local law enforcement and/or child protective services. Even if there is no legal obligation to report, consider the specifics of the accusation and determine if a report should be made.
  - e. Cooperate fully with law enforcement officials.
  - f. Suspend any accused from the performance of duties involving Protected Persons until the investigation has been completed.
  - g. Inform the victim and the victim's family of the steps that are being taken and continue to keep them advised of the status of the investigations. If abuse of a Protected Person is confirmed, ask the victim and the victim's family what action they would like to take in the matter, and fully cooperate to address their requests while ensuring that the request is legally appropriate and prudent.
  - h. Inform the President of National Assistance League that an investigation is in progress.
2. In instances where abuse of a Protected Person is confirmed, Assistance League shall immediately dismiss the individual if an employee. If the individual is a Member, they shall be barred from any further service with Assistance League. Assistance League will also notify the President of National Assistance League of the confirmed abuse.
3. In instances where the evidence is inconclusive, Assistance League will determine what action, if any, shall be taken depending on the strength of the evidence available. The accused shall be given the right to a hearing by the Board which shall issue a ruling, in writing, setting forth the findings and orders with regard to future service, and limitations on such service. The ruling of the Board shall be deemed final. Assistance League will notify the President of National Assistance League of the Board's determination.
4. Assistance League shall immediately contact its insurance company to report the occurrence and may contact its attorney.
5. All Assistance League employees and volunteers are instructed to read and abide by this policy. They are required to notify the President in the event of observation of, or allegations of, abuse of a Protected Person.

6. Fully comply with the federal, state and local statutes regarding the reporting of abuse of Protected Persons.

Any person having cause to believe that a Protected Person's physical or mental health or welfare has been or may be adversely affected by abuse or neglect shall report the person's belief in accordance with this procedure.

I, **[name of member]**, have carefully read the foregoing Protected Persons Behavioral and Reporting Policy. I know the content thereof; and sign this policy as my own free act.

Name Printed:

Signature:

Date of Signature:

\* \* \*