

# RICHLAND ACADEMY OF THE ARTS

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*Reviewed: 2025-2026*

**POLICY:** CONFLICT OF INTEREST POLICY AND FORM

**SUBJECT:** ETHICAL AND LEGAL COMPLIANCE

**PURPOSE:** TO ENSURE RICHLAND ACADEMY OF THE ARTS STAFF AND BOARD MEMBERS UNDERSTAND THE REQUIREMENTS OF OHIO'S ETHICS LAWS REGARDING CONFLICTS OF INTEREST

**STATUORY REQUIREMENT:** OHIO REVISED CODE SECTION 102, 2921.42, 2921.421, 3314.02, 2921.43 AND OHIO ADMINISTRATIVE CODE SECTION 3301-102-04 AS ESTABLISHED BY THE OHIO ETICS COMMISSION.

**SPONSOR PERFORMANCE REVIEW REFERENCE:** A.04

## **Introduction**

It is important for RAA board members, directors, and staff to be aware that conflicts of interest may occur between RAA and its community schools or within RAA's board and staff occur in the course of sponsorship. The purpose of this Conflicts of Interest Policy is to address and identify any potential and existing internal and external conflicts of interest between RAA and its community schools and all potential and existing internal and/or external conflicts of interest within RAA's board, staff, and contractors.

Conflicts occur because the many persons associated with RAA have multiple interests and affiliations within the community. In these situations, a person may at times have roles, responsibilities and loyalty to two or more entities. The policy protects RAA's tax-exempt interest and responsibility to the community when it is contemplating sponsorship that might benefit the private interest of an officer or director. The policy is intended to supplement but not replace applicable state and federal laws governing conflict of interest applicable to sponsors, nonprofit and charitable organizations.

All conflicts are undesirable because they actually or potentially place the interests of others ahead of the sponsor's obligation to serve the public interest. Conflicts are also undesirable because they often reflect adversely upon the person involved and upon the institutions with which they are affiliated, regardless of the facts or motivations of the parties. The long-range best interests of RAA do not require the termination of association with persons who may have real or apparent conflicts that are harmless to all individuals or entities involved.

## **Procedure for Addressing All Potential and Existing Conflicts of Interest**

*The following established process shall be used by RAA when a potential conflict of interest is discovered:*

Each conflict of interest statement shall be reviewed by the RAA Director of Community Schools. If a potential or apparent conflict of interest is identified through the conflict of interest statement or through other means, RAA shall consult with legal counsel, if necessary. Legal counsel shall provide guidance on how to resolve the conflict of interest. A brief explanation as to the resolution shall be documented in the RAA file, excluding any attorney-client confidential information. All conflicts of interest shall be resolved in a manner determined legally appropriate. A summary of how all conflicts of interest are resolved shall be maintained by RAA.

If a conflict of interest is discovered during a board meeting, board members, director and employees with bias or conflicts of interest shall leave the meeting during the discussion of, and the vote on, matters that evoke the conflict of interest.

### **Annual Statements**

All staff members, board members, contractors, and fiscal officers shall annually sign a conflict of interest statement, once they begin their sponsoring responsibilities, by September 30 of each year, or within 14 days of a person starting a new position if hired after September 30, sign a statement, which affirms such person:

- (a) Has received a copy of the conflicts of interest policy,
- (b) Has read and understands the policy,
- (c) Has agreed to comply with the policy, and
- (d) Understands that RAA is a 501(c)(3) entity and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

### NOTE:

a) Except where required by law, this policy does not preclude board members, employees and staff members from transacting business with Richland Academy. It merely requires that such business transactions are made known to all to ensure that all policies and procedures are adhered to in order to eliminate preferential treatment of any board member, employees or staff member to the detriment of the operations of Richland Academy.

b) A current file will be maintained of all questionnaires by the Executive Director or delegated staff member.

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*Conflict of Interest Annual Disclosure Questionnaire*

**Instructions:** Please complete the following questions. If you answer “yes” to any of the following questions, provide an explanation below the question. Please attach a separate sheet of paper if additional space is needed to fully respond. Some of these questions are worded more broadly than the conflict laws and may not be a bar to service. In that respect, RAA will reach out to legal counsel for advice on how to appropriately handle the issues and, if a conflict exists, work with counsel to resolve the conflict. The resolution of the conflict may require that the board member, employee, sponsorship team member, contractor, or any other person be removed from the conflict situation. If necessary, RAA may seek additional personnel to take the place of the person who excused themselves from a matter pursuant to this policy.

In accordance with the Quality Practices Standard A.04, Conflicts of Interest, the sponsor is required to submit evidence of collecting signed conflict of interest statements by September 30 of the review year (or within 14 calendar days of a person starting the position if hired after September 30) from each board member, sponsorship team member, and contractors with sponsoring responsibilities.

1. Have you or any related party of yours had any material interest, direct or indirect, in any transaction since January 1, 1999, to which RAA or any of its affiliates was, or is to be, a party? Yes \_\_\_\_\_ No \_\_\_\_\_
  
2. Have you or any related party to you been indebted to RAA or any of its affiliates at any time since January 1 of the prior year? Please exclude amounts due for purchases on usual trade terms and for ordinary travel and expenses advances. Yes \_\_\_\_\_ No \_\_\_\_\_
  
3. Will you or your spouse have any contractual agreements with any of the schools RAA is sponsoring? Yes \_\_\_\_\_ No \_\_\_\_\_
  
4. Have you or your spouse guaranteed or granted any loans to any of the schools RAA is sponsoring? Yes \_\_\_\_\_ No \_\_\_\_\_
  
5. Will you or your spouse be leasing or selling any property to any of the schools RAA is sponsoring? Yes \_\_\_\_\_ No \_\_\_\_\_
  
6. Will you or your spouse be employed by any of the schools RAA is sponsoring? Yes \_\_\_\_\_ No \_\_\_\_\_
  
7. Do you or will you or your spouse have any relatives who are owners or employees of any of the schools being sponsored by RAA? Yes \_\_\_\_\_ No \_\_\_\_\_
  
8. Will you or your spouse sell any supplies, materials, equipment or other personal property to any of the schools being sponsored by RAA? Yes \_\_\_\_\_ No \_\_\_\_\_

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9. Have you or your spouse provided any start-up funds or donations to any of the schools being sponsored by RAA? Yes \_\_\_\_\_ No \_\_\_\_\_

10. To the best of your knowledge, do you or your spouse, or other close family members, have an ownership interest, whether directly or indirectly, in any corporation, partnership, association, or other legal entity which will enter into a contract with any of the schools sponsored by RAA? Yes \_\_\_\_\_ No \_\_\_\_\_

11. Other. Please describe any other matter in which you are involved which is, or may be incompatible, or in conflict with, or which may impair or tend to impair your independence of judgment or action in the performance of being a member of the RAA sponsorship team. If there is no matter, please so state. Yes \_\_\_\_\_ No \_\_\_\_\_

12. Have you or any related party of yours had any material interest, direct or indirect, in any transaction since January 1 of the prior year or in any pending or incomplete transactions, to which any pension, retirement, savings or similar plan provided by the Academy or any of its affiliates was, or is to be, a party? Do not include payments to a plan or payments by the plan made pursuant to the terms of the plan. Yes \_\_\_\_\_ No \_\_\_\_\_

13. Please describe your experience with any community school and explain your impressions, your capacity, and knowledge of community schools.

14. The Academy is required to disclose the names of related parties, including individuals, if such parties have an ownership or management control relationship with the Academy sufficient to exert significant influence over the Academy management or operating policies which could cause significantly different operating results or financial position of the Academy. If you have such ownership or management control of another entity which could significantly affect the operating results or financial position of the Academy, please indicate the nature of the relationship.

15. Please list all 501(c)(3) non-profit boards on which you serve:

**Certification**

I hereby certify that the information contained in this document is true and complete to the best of my knowledge and agree to notify the RAA's Director of Community Schools of any change that may create a conflict of interest or an appearance of a conflict of interest.

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The undersigned also acknowledges and affirms that he/she has received a copy of the RAA Conflict of Interest Policy, has read and understands the policy and agrees to comply with the policy and any applicable federal or state statutes, rules, regulations in the performance of their work with RAA and administration of the sponsorship program.

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

\_\_\_\_\_  
**Position**

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

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