

CLEAR LAKE CITY COMMUNITY ASSOCIATION, INC.
ETHICS POLICIES

CONFIDENTIALITY

It is the policy of the Board of Trustees (BOT) of the Clear Lake City Community Association (CLCCA), Inc. that Trustees, CLCCA Staff, and Volunteers shall not discuss nor disclose items of business discussed and / or acted upon in closed / executive session with anyone other than current Board members, CLCCA Staff, and Volunteers (Ref: Code of Conduct policy and Texas Public Information Act TPIA 552.352 for Penalties)

EMPLOYEE CONFIDENTIALITY / NON DISCLOSURE AGREEMENT

This Agreement is made between _____ ("EMPLOYEE")
(Print Name)

and the Clear Lake City Community Association, on _____ 20_____.

EMPLOYEE will perform services for Clear Lake City Community Association which may require Clear Lake City Community Association to disclose confidential and proprietary information ("Confidential Information") to EMPLOYEE. (Confidential Information is any information of any kind, nature, or description concerning any matters affecting or relating to Employee's services for Clear Lake City Community Association, the business or operations of Clear Lake City Community Association, and/or the plans, financial data, processes, or other data of Clear Lake City Community Association). Accordingly, to protect the Clear Lake City Community Association Confidential Information that will be disclosed to EMPLOYEE, the EMPLOYEE agrees as follows.

- A. EMPLOYEE will hold the Confidential Information received from Clear Lake City Community Association in strict confidence and shall exercise a reasonable degree of care to prevent disclosure to others.
- B. EMPLOYEE will not disclose or divulge either directly or indirectly the Confidential Information to others unless first authorized to do so in writing by Clear Lake City Community Association.
- C. EMPLOYEE will not reproduce the Confidential Information nor use this information commercially or for any purpose other than the performance of his/her duties for Clear Lake City Community Association.
- D. EMPLOYEE will, upon the request or upon termination of his/her relationship with Clear Lake City Community Association, deliver to Clear Lake City Community Association any notes, documents, equipment, keys, and materials received from Clear Lake City Community Association or originating from its activities for Clear Lake City Community Association.
- E. Clear Lake City Community Association reserves the right to take disciplinary action, up to and including termination for violations of this agreement.
EMPLOYEE represents and warrants that it is not under any preexisting obligations inconsistent with the provisions of this Agreement.

Signing below signifies that the EMPLOYEE agrees to the terms and conditions of the agreement stated above.

EMPLOYEE Signature: _____ Date: _____

**CLEAR LAKE CITY COMMUNITY ASSOCIATION
TRUSTEE CONFIDENTIALITY / NON DISCLOSURE AGREEMENT**

This Agreement is made between _____ ("TRUSTEE")
(Print Name)

and the Clear Lake City Community Association, on _____ 20_____.

A TRUSTEE having read the Oath of Office contained within the Code of Conduct Policy acknowledges that certain information that the Trustee will come into contact with is considered Confidential / Privilege which is not to be disclosed to the public.

Information which is considered as Confidential / Privilege consists of but limited to Association financial data, processes, or other data of Clear Lake City Community Association. Accordingly, to protect the Clear Lake City Community Association Confidential Information that will be disclosed to the TRUSTEE agrees to the following:

A. TRUSTEE will hold the Confidential Information received from Clear Lake City Community Association in strict confidence and shall exercise a reasonable degree of care to prevent disclosure to others.

B. TRUSTEE will not disclose or divulge either directly or indirectly the Confidential Information to others unless first authorized to do so in writing by Clear Lake City Community Association.

C. TRUSTEE will not reproduce the Confidential Information nor use this information commercially or for any purpose other than the performance of his/her Trustee responsibilities for Clear Lake City Community Association.

D. TRUSTEE will, upon the request or upon removal / term limitation of his/her relationship with Clear Lake City Community Association, deliver to Clear Lake City Community Association any notes, documents, equipment, keys, and materials received from Clear Lake City Community Association or originating from its activities for Clear Lake City Community Association.

Signing below signifies that the TRUSTEE agrees to the terms and conditions of the agreement stated above.

Signature: _____ Date: _____

VOLUNTEER CONFIDENTIALITY / NON DISCLOSURE AGREEMENT

This Agreement is made between _____ ("VOLUNTEER")
(Print Name)

and the Clear Lake City Community Association, on _____ 20 _____.

VOLUNTEER will perform services for Clear Lake City Community Association which may require Clear Lake City Community Association to disclose confidential and proprietary information ("Confidential Information") to VOLUNTEER. (Confidential Information is any information of any kind, nature, or description concerning any matters affecting or relating to Employee's services for Clear Lake City Community Association, the business or operations of Clear Lake City Community Association, and/or the plans, financial data, processes, or other data of Clear Lake City Community Association). Accordingly, to protect the Clear Lake City Community Association Confidential Information that will be disclosed to VOLUNTEER, the VOLUNTEER agrees as follows.

A. VOLUNTEER will hold the Confidential Information received from Clear Lake City Community Association in strict confidence and shall exercise a reasonable degree of care to prevent disclosure to others.

B. VOLUNTEER will not disclose or divulge either directly or indirectly the Confidential Information to others unless first authorized to do so in writing by Clear Lake City Community Association.

C. VOLUNTEER will not reproduce the Confidential Information nor use this information commercially or for any purpose other than the performance of his/her duties for Clear Lake City Community Association.

D. VOLUNTEER will, upon the request or upon termination of his/her relationship with Clear Lake City Community Association, deliver to Clear Lake City Community Association any notes, documents, equipment, keys, and materials received from Clear Lake City Community Association or originating from its activities for Clear Lake City Community Association.

E. Clear Lake City Community Association reserves the right to take disciplinary action, up to and including termination for violations of this agreement.

VOLUNTEER represents and warrants that it is not under any preexisting obligations inconsistent with the provisions of this Agreement.

Signing below signifies that the VOLUNTEER agrees to the terms and conditions of the agreement stated above.

VOLUNTEER Signature: _____ Date: _____

RP-2019-53584

CONFLICT OF INTEREST

A conflict of interest is defined as an actual or perceived interest by a Board member in an action that results in, or has the appearance of resulting in, personal, organizational, or professional gain. Officers and members are obligated to always act in the best interest of the organization. This obligation requires that any officer or member, in the performance of organization duties, seek only the furtherance of the organization mission. At all times, officers and board members are prohibited from using their job title or the organization's name or property, for private profit or benefit.

Questions concerning Conflict of Interest can be found in the Texas Attorney General Conflict of Interest Handbook Made Easy. Texas Law always supersedes CI.CCA Bylaws & Policies.

1. The Trustees should neither solicit nor accept gratuities, favors, or anything of monetary value from contractors/vendors. This is not intended to preclude bona-fide organization fund raising-activities.
2. No Trustee shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:
 - a. The officer or member;
 - b. Any member of their immediate family;
 - c. Their partner;
 - d. An organization in which any of the above is an officer, director or employee;
 - e. A person or organization with whom any of the above individuals is negotiating or has an arrangement concerning prospective employment.
3. **Disclosure (as needed and annual)**--Any possible conflict of interest shall be disclosed by the person or persons concerned. Trustees are required to report on an annual basis any ongoing conflict of interests and submit the "Trustee Conflict of Interest Disclosure Statement," when applicable, no later than 10 days following the beginning of the new fiscal year.
4. **Board Action**--When a conflict of interest is relevant to a matter requiring action by the Board, the interested person(s) shall call it to the attention of the Board and said person(s) shall not vote on the matter. In addition, the person(s) shall not participate in the final decision or related deliberation regarding the matter under consideration. When there is a doubt as to whether a conflict exists, the matter shall be resolved by vote of the Board of Trustees, excluding the person(s) concerning whose situation the doubt has arisen.
5. **Record of Conflict**--The official minutes of the Board shall reflect that the conflict of interest was disclosed and the interested person(s) did not participate in the final discussion or vote and did not vote on the matter.

TRUSTEE CONFLICT OF INTEREST DISCLOSURE STATEMENT

Name of Trustee	Date Taking Office
Office Held	Date of First Conflict
Lists all gifts/income accepted by trustee and any family member, if the aggregate value of the gifts/income accepted from person exceeds \$250 during a 12 month period of time.	
Date of Gift/Ince	Description of Gift/Income

RP-2019-53584

RP-2019-53584

AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to me or a family member. I also acknowledge that this statement covers my term of office.

Signature of Trustee

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by _____,

this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of person administering oath

Date

Printed name of person administering oath

CODE OF CONDUCT

This policy establishes general guidelines for conducting business activities for the Clear Lake City Community Association (CLCCA), Inc. It applies to all directors, officers, employees, community members, and volunteers.

1. Comply with the Law.

- Comply with all applicable Texas Laws and legal requirements.

2. Oath of Office (Ref: TOMA 551.005)

- As an appointed or elected member of this Board of Trustees, I am committed to upholding all Texas Laws and all CLCCA documents and resolutions governing the operations and administration of the Board of Trustees, and the CLCCA, as well as assuming the fiduciary responsibilities required to govern the CLCCA; providing for maintenance, preservation and architectural control of properties within the boundaries of the CLCCA jurisdiction, and promoting the health, recreation and wellbeing of the residents and of the community.

3. Establish the highest level of ethical behavior.

- Behave individually and collectively to establish the highest ethical standards.

4. Act in the best interest of the community.

- Recognize that all decisions and actions should be made in the general interest of the Clear Lake City Community

5. Participate constructively in CLCCA meetings

- Prepare for each meeting by reviewing the agenda and identifying issues and information that should be considered during the meetings
- Actively listen to others to understand both the objective and substance of the speaker.
- Be courteous to others and support their right to voice their opinions
- Maintain focus to follow the agenda and the general rules of business meetings

6. Communicate effectively

RP-2019-53584

- Recognize the key element for successful interpersonal communication is to treat people as they wish to be treated
- Language shall be considerate and professional
- 7. **Maintain confidentiality**
 - Respect the confidentiality of information exchanged in CLCCA discussions (Ref: Confidentiality Policy)
- 8. **Base decisions on merit.**
 - Make decisions using facts and agreed strategies to develop a consensus on what to do
- 9. **Follow established protocols**
 - Comply with CLCCA policies and documented procedures for conducting activities
 - Revise CLCCA policies and documented procedures to ensure that the association acts as described in the written documentation
 - Respect the established chain of command when dealing with CLCCA board positions, subcommittees and employees

Following the Code of Conduct will establish the best environment for conducting the business of the CLCCA where the Board and community members will:

- ❖ Recognize the worth of individual members and appreciate their individual talents, perspectives and contributions;
- ❖ Promote an atmosphere of respect and civility where other Board Members, individuals, and staff are free to express their ideas and work to their full potential;
- ❖ Conduct their personal and public affairs with honesty, integrity, fairness and respect for others;
- ❖ Respect the dignity and privacy of other individuals and organizations;
- ❖ Keep the common good as their highest purpose and focus on achieving constructive solutions for the general membership benefit.
- ❖ Avoid and discourage conduct which is divisive or harmful to the best interests of the Clear Lake City Community Association, Inc.

The Clear Lake City Community Association (CLCCA), Inc., Board of Trustees (BOT) in compliance with Texas Open Meetings Act 551.005 and the Code of Conduct, I have recited the Oath of Office before being seated as a Trustee.

Further, I have read and or reviewed the following documents by initialing in the space provided to be completed within 30 days after being empaneled:

- _____ CLCCA Certificate of Amendment
- _____ CLCCA Bylaws
- _____ CLCCA Policies
- _____ Secretary of State Texas Business Organization Code (BOC) Non-Profit Corporations
- _____ Texas Business Organization Code (BOC) Non-Profit Corporations Chapters 22
- _____ Residential / Commercial Core Deed Restrictions for the Core I represent
- _____ Texas Open Meeting Act (TOMA) Ethic Code 551 Articles of Law
- _____ Texas Public Information Act (TPIA) Penalties Articles 552.351 / 552.352 / 552.353

RP-2019-53584

_____ Designated Texas Property Code (TPC) Articles as outline by our Attorney

_____ 1963 Founding Document and 1968 Amendment to the 1963 Document

_____ Review Texas Open Meetings Handbook & Texas Open Meetings Act Made Easy (Q & A)

_____ Texas Attorney General selected Legal Written and Letter Opinions contained within the Legal Requirements Tab of the CLCCA Website

To be completed within 90 days of taking the oath of office:

_____ Review the Texas Attorney General TOMA & TPIA Training videos and submit completion certificate to the General Manager

Printed Name

Date

Signature

Trustee Core Representing

*This policy replaces the following policies: 401-4C, 401-12B, 401-14B
This policy replaces the policy filed with Harris County on September 8, 2016.
Amended at the Board of Trustee Meeting on September 21, 2016 and filed with Harris County.
Amended at the Board of Trustee Meeting on December 19, 2018.
Amended at the Board of Trustee Meeting on January 30, 2019 and filed with Harris County.*

Adopted this 30th day of January, 2019, by at least a majority of the Board of Directors of the Association.

CLEAR LAKE CITY COMMUNITY ASSOCIATION

Leslie Eaton
Signature

Printed Name: Leslie Eaton

Title: Secretary

This instrument was acknowledged before me on 30 day of January, 2019, by Leslie Eaton the Secretary of CLEAR LAKE CITY COMMUNITY ASSOCIATION, a Texas non-profit corporation, on behalf of said corporation.

M. Mosley
Notary Public in and for the State of Texas

