



**Policy: 3.06**

**SUBJECT:**                    **BOARD MEMBER CONFLICT OF INTEREST**

**Supersedes:**                BBFA  
**Effective:**                    September 8, 2008  
**Page:**                            1 of 3  
**Approved by:**                Detroit Board of Education

**1.0    Policy**

These guidelines are issued for the purpose of prescribing a mandatory code of conduct that will be followed by all members of the Detroit Board of Education and vendor/contractors in the business of providing goods and/or services to the Board of Education of the School District of the City of Detroit. The guidelines are effective immediately and will govern all present and future business relationships, and will include but not be limited to the following situations.

1.     Awarding of any and all building and construction contracts regardless of amount;
2.     Awarding of any and all contracts for the providing of goods; e.g., football equipment, basketball equipment, track shoes, films, books, food services, and items of a like nature necessary to the operation of the school district;
3.     Awarding of any and all contracts for the providing of services; e.g., window washing, accounting, architectural, cartage, snow removal, security, pre-employment physicals and other services of a like nature necessary to the operation of the school district;
4.     The selection of financial institutions for the deposit of funds;
5.     Such other relationships as the Board may see fit to govern.

For the purposes of Board policy, a conflict of interest situation is deemed to exist whenever any of the following situations occur:

1.     When a member of the Board has an interest, by way of ownership or employment, in any firm or company doing business with the school district.

2. When a member of the Board sits as a director of a corporation or firm, or serves as a consultant to a corporation or firm, that does business with the school district.
3. When a member of the Board has a relationship by way of consanguinity or marriage to an owner, officer, employee and/or consultant of a corporation or firm doing business with the school district.
4. When a member of the Board uses the position to foster interests that differ or are in conflict with those of the school district.

Whenever any of the above described situations occur, the party affected must immediately file a written disclosure setting forth the nature of the conflict.

Whenever a Board member has filed such a disclosure, he or she may still participate in all discussions involving the business relationship, but may not vote unless two-thirds of the remaining Board members approve. Should any Board member fail to file such a disclosure, all transactions with regard to that business relationship become voidable at the option of the majority of the remaining members of the Board.

Whenever a vendor/contractor has filed such a disclosure, he or she may continue his or her participation in the business relationship, unless for other reasons, it becomes necessary to void the contract. Should the vendor/contractor fail to file such a disclosure, then the contract becomes voidable at the option of a simple majority of the Board. The vendor will, upon the request of the Board, file a list of its shareholders, officers, and Board of directors with the office of the superintendent.

**Attachments to Policy 3.06:** None

**Legal References:** MCLA § 380.417a  
OAG 6368, 1985-86  
OAG 6642, 1989-90  
OAG 6728, 1991-92

**Labor Contract References:** None

**DETROIT PUBLIC SCHOOLS  
Detroit, Michigan**

**CONFLICT OF INTEREST DISCLOSURE STATEMENT**

I, the undersigned, first being duly sworn, depose and say that I have read the GUIDELINES FOR ACTUAL OR POTENTIAL CONFLICTS OF INTEREST SITUATIONS, understand them and make the following disclosure concerning myself, the firm I represent, and any members of it.

\_\_\_\_\_ Signature

\_\_\_\_\_ Position

\_\_\_\_\_ Firm

Subscribed and Sworn to before me this

\_\_\_\_\_ Day of \_\_\_\_\_, 200\_\_

\_\_\_\_\_

Notary Public, \_\_\_\_\_,  
(County/Parish) (State)

MY COMMISSIONS  
EXPIRES \_\_\_\_\_