



## Board of Directors Application

The Mat-Su Trails and Parks Foundation Board of Directors selects nominees on a basis of non-discrimination and with the intent of providing qualified candidates for the Mat-Su Trails & Parks Foundation Board of Directors. Some of the nominee qualifying factors used in the selection process include geographic representation, business experience, community service, organization interest, trail user or trail care background, legal, financial or nonprofit knowledge and experience.

Confidentiality Agreement attached (please check):    Yes    No

Name:

Address:

City/State/Zip:

Home Phone:

Cell Phone:

Work Phone:

Work Fax:

Please check at least one of the following areas of experience:

Interest in Trails & Parks

Finance Background

Human Resource

Advocacy

Fundraising

Philanthropic/Foundation

Legal Background

Planning

Non-Profit Experience

Business

Other: \_\_\_\_\_

Other: \_\_\_\_\_

Where and how do you typically recreate?

Candidate's Area of Community and Volunteer Expertise:

Candidate's Organizational and Business Affiliations:

Please explain why you are interested in Mat-Su Trails and Parks Foundation Board service. Please include any potential commercial interest in trails or parks. You may attach a resume to your application (optional):

Signature

Date:

Submit to: \_\_\_\_\_

By emailing: \_\_\_\_\_

## **MSTPF Board Member Confidentiality Agreement**

As a member of the Mat-Su Trails and Parks Foundation (MSTPF) Board of Directors (herein referred to as “the Board”), I realize I may be exposed to confidential information and business strategies relating to the operation of the MSTPF. The information is privileged and some of it is protected by law. This information is disclosed to me only for use by me in fulfilling my official duties and I recognize the importance of protecting the MSTPF confidential information and strategies. I also realize that use of this information for any other purpose may cause severe damage to the MSTPF and may create personal liability to me or the MSTPF. Therefore, in consideration of my service as a member of the Board and intending to be legally bound I hereby agree to the following terms:

1. I shall treat all written and verbal information received as a board member in the strictest confidence, shall safeguard this information and shall not share any such information beyond the Board, the administrative team or legal counsel without approval of the board.
2. I agree that I shall not use, disclose or publish any confidential information related to MSTPF, its projects or potential projects at any time during or after my term as a board member without approval of the Board.
3. I agree that this Confidentiality Agreement shall be broadly construed so as to provide maximum protection for the interests of the MSTPF. Therefore, any ambiguity in the terms hereof shall be construed in favor of the MSTPF. Additionally, I agree that if any information which I am considering using or disclosing has the potential for being construed as protected by this agreement, I will request a formal decision by the board as to the appropriateness of said disclosures or use.
4. If I intentionally and willfully violate the terms of this Agreement by divulging either trade secrets or confidential information, I understand that such violation may constitute grounds for action such as termination of my membership on the Board. An “intentional and willful violation” of this agreement means an act done voluntarily and knowingly for the purpose of using, disclosing or publishing trade secrets and/or confidential information in a manner prohibited by this Agreement. I agree that I will indemnify and hold harmless the MSTPF from and against any and all liability resulting from my intentional and willful violation of the terms of this Agreement. I also understand that any violation of this agreement, whether or not such violation is intentional and willful, may give rise to additional remedies to which the MSTPF may be entitled by law.

5. I acknowledge that I have read the Mat-Su Trails and Parks Foundation Board of Directors policy on conflict of interest, and I understand that the provisions of said policy are incorporated into this Agreement by reference.
  
6. This agreement is made freely and voluntarily, and is entered in consideration of the opportunity to serve on the Board. This Agreement shall be deemed to extend past my participation on the Board.

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_

by \_\_\_\_\_  
(Name)

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

## CONFLICT OF INTERESTS and PROHIBITED ACTS POLICY

A Board Member of the Mat-Su Trails and Parks Foundation (the "Foundation") may not use, or attempt to use, his/her official position for personal gain, and may not intentionally secure or grant unwarranted benefits or treatment for any person.

In addition, a Board Member may not:

1. use Foundation time, property, equipment or other facilities to benefit personal or financial interests; or
2. take or withhold official action in order to affect a matter in which the Board Member has a personal or financial interest; or
3. solicit, accept, or receive, directly or indirectly, a gift in excess of \$100, whether in form of money, service, loan, travel, entertainment, hospitality, employment, promise, or any other form, that is a benefit to the Board member or the Board Member's immediate family, person or financial interests, under circumstances in which it could reasonably be inferred that the gift is intended to influence the performance of official duties, actions, or judgment, or constitute a benefit for past performance or official duties, actions or judgment. However, a Board Member may request guidance from the Board concerning whether acceptance of a particular gift is prohibited.

A Board Member may not improperly influence Foundation grants, contracts, leases or loans. Such actions include the following:

1. A Board Member or the Board Member's immediate family members may not attempt to acquire, receive, apply for, be party to, or have a personal or financial interest in a Foundation grant, contract, lease, or loan if the Board Member may take or withhold official action that affects the award, execution, or administration of the Foundation grant, contract, lease or loan. This prohibition does not apply to a Foundation grant, contract, lease or loan that is competitively solicited unless the Board Member takes official action with respect to the award, execution or administration of the grant, contract, lease or loan.
2. A Board Member shall report in writing to the Foundation's Board a personal or financial interest held by the Board Member or the Member's immediate family members, in a Foundation contract, lease or loan that is awarded, executed or administered by the Foundation. The Foundation's Secretary shall maintain a record of the Board Member's financial disclosure and conflict of interest's disclosure.

A Board Member may not improperly use or disclose information gained in the course of, or by reason of, official duties that could in any way result in the receipt of any benefit for the Board Member or the Member's immediate family if the information has not also been disseminated to the public. In addition, a Board Member may not disclose or use, without appropriate authorization, information acquired in the course of official duties that is confidential by law.

The Board, upon finding of a violation of this policy in the case of a current Board Member, may singly or in combination:

1. order the offending Board Member to stop engaging in any official action related to the violation;
2. order the offending Board Member to refrain from voting, deliberating or participating in the matter; and/or
3. remove the offending Board Member from the Board.

Actions taken in violation of this policy shall be treated as follows:

1. in addition to any other action provided by law, a grant, contract, or lease entered into in violation of this policy is voidable by the Foundation. In determining whether to void a grant, contract or lease, the interest of third parties who could be damaged may be taken into account.
2. in addition to any other action provided for by law, the Foundation may require a Foundation loan received in violation of this policy to become immediately payable.
3. any Foundation action taken in violation of this policy is voidable, except that the interest of third parties in the nature of the violation may be taken into account. The Foundation may pursue any other available legal or equitable remedies.

A decision of the Board is final. An appeal from a decision of the Board may be taken within the time prescribed in the state of Alaska Rules of Appellate Procedure by the aggrieved party.