## Section 2.01 OBLIGATIONS AMONG BOARD MEMBERS AND STAFF

3) Eligibility to Engage in Financial Transactions

Eligibility to engage in financial transactions with the Party is subject to the following:

Person	<u>Status of Person</u> (or Person to <u>Which Party is</u> Related)	Employment	<u>Contracted</u> <u>Compensation for</u> <u>Products or</u> Services	<u>Other Financial</u> Transactions
	Current	Ineligible	Eligible with	Eligible with 3/4
	Officeholder	ineligible	Written Contract	vote of entire LNC
	<u> </u>		Approved by 3/4	and must be
			vote of entire LNC	disclosed as a
			and must be	conflict of interest.
			<u>disclosed as a</u>	
			<u>conflict of</u>	
<u>Officers,</u>			<u>interest.*</u>	
LNC Members & Alternates,	<u>Former</u>	Ineligible	Eligible with	Eligible with 3/4
Judicial Committee Members,	<u>Officeholder</u>		Written Contract	vote of entire LNC
and	within 12 months		Approved by 3/4	and must be
Related Parties of the Above			vote of entire LNC	disclosed as a
			<u>and must be</u>	conflict of interest.
			disclosed as a	
			<u>conflict of</u>	
			<u>interest.*</u>	
	<u>Former</u>	<u>Eligible</u>	<u>Eligible</u>	<u>Eligible</u>
	<u>Officeholder</u>			
	after 12 months			

<u>\* In urgent circumstances the Chair is authorized to execute a contract for ballot access petitioning</u> services for up to a one-week time-span while pursuing the required approval of the LNC.

## **34**) Employment Terms

Employment agreements shall require adherence to the bylaws and policies adopted by the LNC as a condition of employment.

Employment agreements shall specify in writing that registering as delegate to any national party convention constitutes an immediate resignation of employment.

Employment agreements with bonus provisions must make the bonuses contingent on objectivelymeasured achievements.

Employment agreements with bonus provisions based on revenues shall exclude convention and bequest revenues.

Employment agreements with bonuses based on achievements during a period of time shall require that the employee be an employee of the Party on every day of that time period to be eligible for the bonus.

Employment agreements shall include information about any obligations by the LNC to pay moving and moving-related expenses. A maximum on the total amount of such expenses to be paid shall be specified. In addition, the specific expenses must be approved by the LNC chair.

No employee of the Party shall be a member or alternate of the LNC or any bylaws-specified committee. Any person employed by the Party shall be terminated immediately upon their acceptance of election or appointment to the LNC or any bylaws-specified committee.

Except as otherwise authorized in this policy manual, no employee of the Party shall endorse, support, or contribute any money, use their title or position, or work as a volunteer, employee, or contractor to aid:

- any candidate for public office prior to nomination, or
- any candidate for Party office

This shall not preclude any Party employee from being a candidate for public office.

## Section 2.04 LEGAL MATTERS

## 3) Contracts and Contract Approval

All contracts or modifications thereto shall be in writing and shall document the nature of the products or services to be provided and the terms and conditions with respect to the amount of compensation/reimbursement or other consideration to be paid.

The Chair shall approve any contract in excess of \$7,500.

All contracts of more than one (1) year in duration or for more than \$25,000 shall be reviewed and approved by General Counsel prior to signing by the Chair.

No agreement involving a financial transaction with a related party shall be executed unless first approved by the LNC. Any such agreement shall be disclosed in a conflict of interest statement.

Independent contractors doing business with the LNC are required to sign formal contracts that clearly set forth the parties' intention that they be treated as independent contractors.

Each contract for director-level employment and each contract for a contractor at director level along with any related advice from General Counsel must be circulated to the LNC on a strictly confidential basis following EPCC approval.