

Conflict of Interest

Approved 5.21.2012

Purpose

The purpose of the Conflict of Interest Policy (hereinafter “Policy”) is to protect the School’s interest from individuals or other entities who are trying to use their position of influence with the School for their own benefit. This Policy is intended to supplement but not replace any applicable state laws governing conflict of interest applicable to 501(c)(3) nonprofit and charitable organizations. This Policy applies to employees of the School. It also applies to the Board of Trustees (hereinafter “Board” if referring to them collectively or “Trustee” if referring to any one of them generally).

General Conflict of Interest Policy

The Board and every employee should base business decisions on the needs and interests of the School rather than their own personal interests. The Board and employees should not participate in any activity that could conflict with—or appear to conflict with—their responsibilities to the School.

A potential or actual conflict of interest exists when a Trustee’s or employee’s commitments or obligations to the School may be compromised by their other interests or commitments (especially economic), particularly if those interests or commitments are not disclosed. Although not all conflicting interests are impermissible, those involving the Trustee’s or employee’s self-gain or gain by a third party to whom the employee or Trustee is related may serve to compromise the employee’s or Trustee’s primary obligation to the School.

Each employee and Trustee is expected to immediately comply with the **Determination Procedure** set forth within this Policy should there be an affiliation, interest, or other matter that presents a real, apparent or potential conflict of interest.

Potential Conflicts of Interest

This list of other potential conflicts of interest is not intended to be all-inclusive, but merely indicative of the potential types of conflicts.

Use of school contacts

Apart from participating in concessionary schemes arranged by trade unions or other such groups for their members, employees and Trustees shall not use School business contacts for acquiring materials or services at trade or discount prices for non-School activities.

Personal Business Relationships

Employees and Trustees must take care that personal business relationships never influence the decisions made for the School. Employees and Trustees must disclose any financial interests that they or their immediate family have in the School's suppliers, competitors, or service or supply providers.

Organizational Relationships

If an employee or Trustee serves as a director, officer, or consultant with any company that does business with the School, they must disclose these obligations to the School using a **Conflict of Interest Disclosure** Form (*see **School Policy Manual** for sample*).

Business Opportunities

If employees or Trustees become aware of a business opportunity in which the School would have an interest in pursuing, they cannot divert that opportunity for personal gain. Employees and Trustees must make this opportunity available to the School.

Disclosure of Non-Public Information

No employee or Trustee shall, for personal gain or for the gain of others, use any information not available to the public that was obtained as a result of service to the School (e.g., selling or divulging School student records, etc. to outside parties).

Outside Employment

Before a member of the Staff accepts employment outside of the School, they must consider whether the outside job could create a conflict of interest with their work at the School. Staff should not accept outside employment with competitors, suppliers, or any other venture that would create a conflict. Employees are permitted to take up secondary employment outside the school, as long as the activity does not constitute a conflict of interest or adversely affect their primary employment at the School. The secondary employment must be undertaken outside the working hours of the School and employees are required to keep the Dean of Students informed of their other employment.

Gifts, Services, and Entertainment

No employee or Trustee shall solicit or accept for personal use, or for the use of others, any gift, favor, loan, gratuity, reward, promise of employment, or any other thing of value that might influence or appear to influence the judgment or conduct of the employee or Trustee regarding School business or policy.

Gifts of Nominal Value

Employees and Trustees may accept occasional unsolicited gifts or favors provided that:

- the gift complies with the giver's company's rules,
- this happens only occasionally,
- the gift was not solicited,
- gifts of the kind received are customary in the industry,
- open disclosure of the gift would not embarrass the School or the people involved,
- the value of the gift is under \$50.00, and
- it will not influence or appear to influence the judgment or conduct of the employee or Trustee.

Waiver of Restrictions

The restrictions in this paragraph regarding a specific gift or favor, may be waived, in writing, by the majority decision of the Board. Such an exemption must be in writing with a statement from the Board of the pertinent reasons for exemption. This written documentation must be kept along with the minutes of the Board meeting where the item was discussed and the vote was passed.

Declaration of gifts

Any gifts that are received by an employee should be declared in writing to the Director. Any gifts that are received by a Trustee should be reported to the remainder of the Board. All such declarations must be made using the **Conflict of Interest Disclosure** or **Register of Gifts, Services, and Entertainment**, as appropriate (*see School Policy Manual for samples*).

Disclosure Procedure

Each employee and Trustee is expected to discuss with either the Director or the Board respectively, any affiliation, interest, or other matter that presents a real, apparent or potential conflict of interest. For those situations, the following procedures are required:

1. Duty to Disclose

In connection with any actual or possible conflicts of interest, an employee or Trustee must disclose the existence of their financial interest and must be given the opportunity to disclose all material facts considering the proposed transaction or arrangement to the Director or Board respectively.

2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the employee or Trustee, they shall allow the Director or Board time to make a determination of a conflict of interest. The Director has sole authority to determine whether a conflict of interest exists. For a conflict regarding a Trustee, it takes the majority vote of the remaining Trustees to make a determination. During the time it takes to make a decision or render a vote, the party involved with the potential conflict may not be present such that open communication between the deciding parties may happen and a fair vote can occur.

3. Addressing the Conflict of Interest

1. An employee or Trustee may make a presentation of their position to the Director or Board respectively, but after such presentation, they shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement which results in the conflict of interest.
2. The Director (for employees) or the Board (for Trustees), if appropriate, shall appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
3. After exercising due diligence, the Director (for employees) or Board (for Trustees) shall determine whether the School can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.
4. If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not have rise to a conflict of interest, the Board, for matters involving Trustees, shall determine by a majority vote of the disinterested remaining Trustees whether the transaction or arrangement is in the School's best interest and for its own benefit and whether the transaction is fair and reasonable to the School and shall make its decision as to whether to enter in to the transaction or arrangement in conformity with such determination. The Director, in matters involving employees, has sole authority to make such a determination.
5. Should the Director be involved in a situation that is possibly a conflict of interest, the Board shall make the final determination.
6. Any activity which might appear to present a conflict of interest for an employee must be approved in writing by the Director prior to engaging in the activity.
7. Any activity which might appear to present a conflict of interest for Trustee must be approved in writing by a majority of the remainder of the Board prior to engaging in the activity.

4. Voting Abstention

1. A voting member of the Board who receives compensation or other pecuniary benefit, directly or indirectly, from the Board for services is precluded from voting on matters pertaining to their own compensation.
2. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation or other pecuniary benefit, directly or indirectly, from the Board for services is precluded from voting on matters pertaining to their own compensation.

Documentation and Reviews

Annual Conflict Disclosure

Each director, officer, and employee, at the time of hiring or election, and the beginning of every school year, shall sign a statement which affirms that such person:

1. has received a copy of this **Conflict of Interest** Policy,
2. has read and understands the Policy,
3. has agreed to comply with the Policy, and
4. has fully disclosed any and all possible or actual conflicts in accordance with this Policy.

Periodic Reviews

To ensure that the School operates in a manner consistent with its purposes and that it does not engage in activities that could jeopardize its status as a 501(c)(3) non-profit organization, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

1. Whether compensation arrangements and benefits are reasonable and are the results of arms-length bargaining.
2. Whether partners and joint venture arrangements and arrangements with management services organizations conform to written policies, are properly recorded, reflect reasonable payments for goods and services, further the School's purposes and do not result in inurement or impermissible private benefit.
3. Whether agreements to provide education and agreements with other employees and third parties further the School's purposes and do not result in inurement or impermissible private benefit.
4. Whether all required parties have submitted an annual **Conflict of Interest Disclosure**
5. Whether all required parties have submitted a **Register of Gifts, Services, and Entertainment** when required by Policy.

Violations

If the Director (in regard to employees) or Board (in regard to Trustees) has reasonable cause to believe that an employee or Trustee respectively has failed to disclose actual or possible conflicts of interest, it shall inform the employee or Trustee of the basis for such belief and afford that individual an opportunity to explain the alleged failure to disclose.

If, after hearing the response of the individual and making such further investigation as may be warranted in the circumstances, the Director (for employees) or Board (for Trustees) determines that the individual has in fact failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action, up to and including immediate termination (for employees) or removal (for Trustees).

CONFLICT OF INTEREST DISCLOSURE

I, the undersigned, have read and fully understand the Columbus Bilingual Academy North (hereinafter "School") **Staff Code of Ethics and Conduct Policy** (hereinafter "Code") and **School Policy Manual** (hereinafter "Manual"). In regard to the conflict of interest provisions contained within the Code and Manual, I will conduct myself so as to avoid any actual conflicts or potential conflicts of interest relating to my position with the School, be it as an employee, an agent, a volunteer, Trustee, or in any other capacity. I understand and acknowledge that nothing in the Code, the Manual, or this form modifies in any way 1) the at-will nature of my employment, 2) my employment status, or lack thereof, or 3) my relationship in any other way with the School.

I, and the members of my Family (hereinafter inclusive of spouse, parents, siblings, children, their spouses, etc.), now have the following affiliations or interest and have taken part in the following transactions, that when considered in conjunction with my position with the School, might constitute a conflict of interest.

If additional space is needed, please use additional paper, and attach it to this form.

1. **Outside Employment or Service:** Identify any outside employment or provision of outside services, current or planned, which may be in conflict with your position at the School.

If None, check here: _____, otherwise please explain here: _____

2. **Outside Interests, Financial and Other:** Identify any interests or positions which you or your Family, directly or indirectly, hold in any outside concern from which the School secures, or will secure goods or services, or that provides services competitive with the School.
If None, check here: _____, otherwise please explain here: _____

3. **Gifts, Gratuities, Services and Entertainment:** Identify any gifts, gratuities, services, or entertainment in excess of \$50.00 that you or your Family have accepted that might influence your judgment or actions concerning business of the School.
If None, check here: _____, otherwise please explain here: _____

4. **Other:** Identify any other activities in which you or your Family are engaged that might be regarded as constituting a conflict of interest.
If None, check here: _____, otherwise please explain here: _____

I hereby agree to promptly file a further **Conflict of Interest Disclosure** following any situation that may develop before the scheduled completion of my next **Conflict of Interest Disclosure**.

I understand that the School requires me to file an annual **Conflict of Interest Disclosure**, and I agree to provide the same (per the **Conflict of Interest Policy** in the **School Policy Manual**). I have received a copy of the Conflict of Interest Policy, and I have read, understood, and agreed to comply with the same.

With my signature below, I acknowledge that any and all questions I have regarding this form have been fully answered and that the information I have provided is accurate to the best of my knowledge and ability.

Signature

Printed Name

Date of Signing

REGISTER OF GIFTS, SERVICES, AND ENTERTAINMENT

I, the undersigned, have read and fully understand the Columbus Bilingual Academy North (hereinafter "School") **Staff Code of Conduct and Ethics Policy** (hereinafter "Code"). In regard to the conflict of interest provisions contained within the Code, I will conduct myself so as to avoid any actual conflicts or potential conflicts of interest relating to my position with the School, be it as an employee, an agent, a volunteer, or in any other capacity. I understand and acknowledge that nothing in the Code or this form modifies in any way 1) the at-will nature of my employment, 2) my employment status, or lack thereof, or 3) my relationship in any other way with the School.

I wish to declare the following information in accordance with the School's Conflict of Interest Policy (see *School Policy Manual*).

If additional space is needed, please use additional paper, and attach it to this form.

Date Gift/Service/Entertainment Received: _____

Received from: _____

Description of Gift/Service/Entertainment received: _____

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I hereby agree to promptly file a further **Register of Gifts, Services, and Entertainment** following any situation that merits the completion of such a form.

With my signature below, I acknowledge that any and all questions I have regarding this form have been fully answered and that the information I have provided is accurate to the best of my knowledge and ability.

Signature

Printed Name

Date of Signing