



**CONFLICT OF INTEREST
PROCESS**

EFFECTIVE DATE 10/1/2013

SIGNATURE: _____

A handwritten signature in black ink, appearing to be "R. P.", is written over a horizontal line.

SOP 9.3

APPROVED BY: Leadership Team

PROPOSED BY: General Counsel

PURPOSE

The CONFLICT OF INTEREST PROCESS minimizes potential risk to CSS and its customers, clients and partners, by establishing a mechanism to recognize and respond to potential or perceived conflicts of interest. The CONFLICT OF INTEREST PROCESS is used to ensure all CSS employees and independent contractors maintain a legal and ethical standard that will eliminate the risk for any improprieties or conflicts when working with sponsored schools and evaluating potential new schools. The CONFLICT OF INTEREST PROCESS is used to address internal and external conflicts of interest between CSS, its community schools, and conflicts of interest within the sponsor's board, CSS staff and contractors. This process will be used to determine if any potential conflicts of interest exist.

SCOPE

The CONFLICT OF INTEREST PROCESS applies to all employees and any independent contractors that may act in the capacity of reviewer or evaluator.

PROCEDURE

1. Upon initial employment, each employee and contractor shall sign a conflict of interest agreement. Legal Department will provide each new employee with the most recent conflict of interest agreement. The employee will sign and return the conflict of interest agreement prior to the onset of any sponsoring responsibilities with CSS.
2. CSS will collect conflict of interest statements from all St. Aloysius board members, St. Aloysius Education Committee staff prior to September 30 of each year. These statements will ensure that St. Aloysius board members or staff are not aware of any conflicts of interest that may affect their ability to work or serve.
3. General Counsel shall review all submitted conflict of interest statements to determine if any potential conflicts of interest exist and were reported on the employees' statements.
4. If a potential conflict of interest was reported, General Counsel will report this potential conflict directly to the President.



5. Additionally, if at any time an employee or contractor discovers they have a potential conflict of interest, they shall report this potential conflict directly to the President.
6. If a potential conflict of interest is reported and/or discovered, the President will evaluate the potential conflict and take appropriate steps to resolve the potential conflict.
 - a. These steps may be, but are not limited to, removal of the employee or contractor from considerations relative to the school or governing authority with which the employee or contractor may have a potential conflict; removal of the employee or contractor from the application review process for any applicant with which the employee or contractor may have a potential conflict; termination of the employee or contractor.
7. The Management Team shall review the conflict of interest agreement annually and make any necessary changes.
 - a. All conflict of interest agreements must address internal and external conflicts of interest between the sponsor and its community schools and within the sponsor's board, staff and contractors. This may include, but is not limited to:
 - i. A Board member or staff member misrepresenting information, receiving financial gain, or engaging in activities that give the public improper perceptions of the agency; and
 - ii. Having an affiliation with any state assessment or standardized assessment used by any of CSS's governing authorities; and
 - iii. Having an affiliation with any other independent contractor used by CSS to provide training or technical assistance; and
 - iv. Having an affiliation with any governing authority member of a St. Aloysius sponsored school or a school to which CSS offers services; and
 - v. Having an affiliation with any applicant for sponsorship who applies to St. Aloysius for sponsorship; and
 - vi. Having an affiliation with any school leader of any school currently sponsored by St. Aloysius or receiving services from CSS; and
 - vii. Using their position with CSS or CSS's relationship with St. Aloysius to unduly influence the school, its governing authority, or any of its agents, contractors, or Contractors; and
 - viii. Accepting any funds directly from a St. Aloysius sponsored school to ensure favorable treatment of the school; and
 - ix. Accepting any funds directly from any school receiving services from CSS; and
 - x. Accepting any funds from an applicant for sponsorship to St. Aloysius to ensure approval of the application; and
 - xi. Circumventing the governing authority in any way by inappropriately communicating directly with the Treasurer regarding school specific issues without disclosing the communication and purpose therefore; and
 - xii. Making any decision that is not transparent and based solely upon merit.
8. Each year, all employees will be required to sign a new conflict of interest agreement based on updates made by the Management Team no later than September 30.



9. If an employee should refuse to sign a conflict of interest agreement, this may be grounds for discipline or dismissal from employment.
10. Signed conflict of interest agreements for all employees will be maintained by the Legal Department and placed in the personnel file.

DOCUMENTATION / VERIFICATION

All general CONFLICT OF INTEREST PROCESS documents will be saved with a naming convention and the date in the shared drive as follows:

Location of documentation:

- Employee Handbook Folder on the S Drive
- General Counsel's P Drive
- Each individual employee's Personnel File

Naming convention:

- P:/Personnel/Name/Conflict of Interest
- Ex: Personnel/Conflict of Interest

Supporting documentation included with this process:

1. Conflict of Interest Agreement

DOCUMENT HISTORY

Orig. Date Sept. 2013

Rev. March 2017

Rev. October 2018

REVIEW AND APPROVAL

Reviewers of the CONFLICT OF INTEREST PROCESS are as follows:

Reviewed By: Management Team Date: 11/19/18

Approved By: President David L. Cash, Jr. Date: 11/19/18

The effective date is as of the date signed above. Processes are consistently reviewed and revised as necessary throughout the term. The CONFLICT OF INTEREST PROCESS may be implemented as currently written and will be formally evaluated and revised as necessary going forward.