AdvancED Conflict of Interest Policy

The AdvancED Conflict of Interest Policy is designed to ensure the highest level of ethical conduct of employees, volunteers, and agents of AdvancED (hereinafter referred to as “AdvancED Representatives” or “Representatives”) and to avoid public perceptions and financial consequences detrimental to AdvancED that could arise from the misuse, or perception of misuse, of an individual’s position or influence.

1. Conduct. AdvancED adheres to the highest legal and ethical standards applicable in our business. AdvancED’s business is conducted in the strict observance of both the letter and spirit of all applicable laws and regulations, including the Foreign Corrupt Practices Act, and the integrity of each AdvancED Representative is of utmost importance. Business dealings that appear to create conflicts of interest between AdvancED and an AdvancED Representative are unacceptable. A potential or actual conflict of interest occurs whenever an AdvancED Representative is in a position to influence a decision that may result in a personal gain for the AdvancED Representative or an immediate family member as a result of AdvancED’s business dealings. AdvancED Representatives shall conduct themselves in a manner which seeks to avoid a conflict of interest or any appearance of a conflict of interest between their personal interests and interests of AdvancED.

2. Full Disclosure. AdvancED Representatives shall disclose to the Chief Legal Officer and President/CEO any possible conflict of interest, at the earliest possible time, in a written disclosure statement. The Chief Legal Officer and President/CEO are responsible for reviewing all submitted statements and making decisions concerning resolutions of conflicts.

3. Conflicts of Interest. An AdvancED Representative shall be considered to have a possible conflict of interest if such individual has an existing or potential financial or other interest which impairs or might appear to impair independent, unbiased judgment in discharging responsibilities on behalf of AdvancED.

Such interests may include, but are not limited to: any financial or other interests in institutions/schools/school systems that are accredited or seeking accreditation or school improvement services through AdvancED; employment or consulting arrangements with institutions/schools/school systems engaged in the accreditation or school improvement process without prior disclosure to the Chief Legal Officer and President/CEO; ownership of some or all of an institution/school/school system; the holding of mortgages, liens or other
debt instruments or interest upon an institution/school/school district engaged in the accreditation or school improvement process; service as an officer or director of an institution/school/school system that is engaged in the accreditation or school improvement process; or the possession of any of the listed interests by a spouse, child, other relative or close friend. While institutions/schools/school systems are specifically noted in the above examples, conflict of interest may be with any clients, vendors or matters of AdvancED operations where an AdvancED Representative is in a position to benefit, directly or indirectly, from his/her dealings with AdvancED.

If an AdvancED Representative is uncertain about whether a particular interest should be declared, the individual shall describe the interest in writing to the Chief Legal Officer and President/CEO who will issue a binding ruling as to whether the matter in question constitutes a reportable conflict of interest.

4. **Prohibited Actions.** In circumstances in which an AdvancED Representative has a possible conflict of interest, the Representative shall not:
   - Participate in financial or other agreements with any institutions/schools/school systems, clients or vendors where a possible conflict of interest might exist;
   - Participate in discussions regarding issues that may involve a possible conflict of interest.

5. **Signing of the Conflict of Interest Statement.** All AdvancED Representatives shall be advised of the Conflict of Interest Policy and shall sign the statement which is attached hereto.

6. **Violations of the Conflicts of Interest Policy.** If the President/CEO has reasonable cause to believe an AdvancED Representative has failed to disclose actual or possible conflicts of interest, he/she shall inform the Representative of the basis for belief and afford the Representative an opportunity to explain the alleged failure to disclose.

   If, after hearing the Representative’s response and after making further investigation as warranted by the circumstances, the President/CEO determines that the Representative has failed to disclose an actual or possible conflict of interest, the President/CEO shall take appropriate disciplinary and/or corrective action.
AdvancED Code of Ethics

AdvancED Representatives agree to adhere to the AdvancED Code of Ethics. The code outlines the ethical behaviors that are essential to the proper performance of AdvancED duties and to the maintenance of confidence in our work by our schools/school systems, other clients and the public.

1. **Conflicts of Interest**
   We conduct ourselves in a manner which seeks to avoid a conflict of interest or any appearance of a conflict of interest. We abide by the AdvancED Conflict of Interest Policy.

2. **Impartiality**
   We treat all schools/school systems and institutions that are or may seek accreditation or school improvement services with impartiality and courtesy.

3. **Confidentiality and Privacy**
   We treat information obtained through schools’/school systems’ participation in the accreditation and school improvement process as confidential, and shall not disclose such information except in a manner that is consistent with AdvancED policies, governmental regulation or judicial procedure. We respect the privacy rights of all individuals in the performance of AdvancED duties.

4. **Transparency**
   We are committed to providing timely, complete and accurate information to the public and all stakeholders. All information about the organization will fully and honestly reflect the policies and practices of AdvancED.

5. **Legal Compliance**
   We are knowledgeable of and comply with all applicable laws, regulations and requirements.

6. **Responsible Stewardship**
   We manage the organization and its resources responsibly and prudently. We use organizational resources only for AdvancED purposes.

7. **Inclusiveness and Diversity**
   We promote inclusiveness and seek diversity in officers, staff, board members, agents, contractors and volunteers, and the schools/school systems and other clients we serve in order to enrich our effectiveness.
8. **Signing of Code of Ethics Statement**
   All AdvancED Representatives shall be advised of the AdvancED Code of Ethics and shall sign the statement which is attached hereto.

9. **Violations**
   Alleged violations of this Code of Ethics shall immediately be brought to the attention of the President/CEO. If the President/CEO has reasonable cause to believe an AdvancED Representative has violated the Code of Ethics, the President/CEO shall inform the Representative of the basis for such belief and afford the Representative an opportunity to explain the alleged violation.

   If, after hearing the Representative’s response and after making further investigation as warranted by the circumstances, the President/CEO determines the Representative has violated the Code of Ethics, the President/CEO shall take appropriate disciplinary and/or corrective action.
Conflicts of Interest Statement and Code of Ethics

I, _____________________________________________________________, hereby certify that I have read, understand, and will act in accordance with the AdvancED Conflict of Interest Policy. I further state that I have read and understand the AdvancED Code of Ethics, and to the best of my knowledge and belief, I do not have any conflicting interest nor will I take any action which would constitute a conflict of interest under such policy.

________________________________________
Printed Name

________________________________________   _________________
Signature                                          Date