



SANDY SPRINGS EDUCATION FORCE

POLICY REGARDING ETHICS, CONFLICTS OF INTEREST AND CONFIDENTIAL INFORMATION

It is the policy of Sandy Springs Education Force to provide a copy of the referenced policy to employees, officers and directors annually and that an acknowledgement of this policy will be executed by each director and executive staff member annually.

The Board expects directors, officers and employees of the Corporation to behave ethically.

In particular, every employee and director has a duty to avoid any activity, agreement, business investment or interest, or other situation which is in conflict with the Corporation's best interests. A conflict of interest may exist when the interests or activities of any director, officer or employee may be seen as competing with the interests or activities of Community Education Force, or a director, officer or employee derives a financial or other material gain as a result of a direct or indirect relationship.

Any director or officer must disclose any potential conflicts of interest to the Executive Committee and any employee must disclose any potential conflicts of interest to the Chairman of the Board or his or her designee. When any potential conflict of interest relates to a matter under Board consideration or requiring Board approval, such conflict of interest shall be brought to the attention of the Board or the committee considering such matter and any director should refrain from voting on any matter in which they have a conflict.

Unless requested to remain present during the meeting, directors or officers should reclude themselves from any discussion or decision involving a potential conflict of interest affecting their personal, business or professional interests. However, directors, officers or employees will provide the Board or committee with any and all relevant information regarding the potential conflict of interest. If a significant conflict of interest exists and cannot be resolved, the director should resign.

All "Related Party Transactions" involve a potential conflict of interest and must be approved by the Executive Committee following disclosure and consideration of all relevant facts and circumstances, including whether similar or better terms and conditions would be available from non-related parties.

"Related Party Transactions" are transactions which involve a director or officer or employee if such person has a direct or indirect financial interest in, or receives any compensation or benefits as a result of a transaction between any individual or firm and Community Education Force, including:

- (i) consulting, advisory or compensatory fees or other similar payments from Community Education Force;
- (ii) payments for supplies, materials or property by Community Education Force;

- (iii) an extension of credit or a personal loan from or to Community Education Force; or
- (iv) a transaction which constitutes an excess benefit transaction (as defined by the Internal Revenue Service).

No director, officer or employee may: (a) take for himself or herself personally opportunities that are discovered through the use of Community Education Force property, information or position; (b) use Community Education Force property, information or position for personal gain; or (c) compete with Community Education Force. Employees, officers and directors owe a duty to Community Education Force to advance its legitimate interest when the opportunity to do so arises.

All officers, directors and employees are expected to maintain the confidentiality of Community Education Force information in accordance with organization policy.

A copy of this policy will be provided to directors, officers and employees annually and directors and officers will be required to confirm their agreement to abide by these requirements and to provide information to identify actual or potential compliance issues.

CONFIDENTIALITY AGREEMENT

AND CONFLICT OF INTEREST STATEMENT

I acknowledge that, as a Director of the Board of Directors or employee of CEF, I have access to information belonging to Community Education Force which is not available to the general public, including, but not limited to, personal and financial information on current and prospective donors to CEF; information regarding government and/or private contracts; and information protected by the attorney-client and attorney work product privilege (the "Confidential Information"). I further acknowledge that CEF at all times is and will remain the owner of the Confidential Information, and I agree, as part of my duty of loyalty to CEF, to preserve the confidentiality of all such Confidential Information only for legitimate CEF business purposes and consistent with the manner in which CEF uses and protects such Confidential Information.

I certify that I have not used, and will not use, the Confidential Information for my own or any Related Person's benefit and that I have not disclosed, and will not disclose, the Confidential Information to any third party, including other charitable organizations, except for legitimate Community Education Force purposes, or as otherwise required by law, without prior written consent of CEF Board of Directors.

I HEREBY ACKNOWLEDGE THESE POLICIES AND AGREE TO COMPLY WITH THESE POLICIES. I AM NOT AWARE OF ANY VIOLATION OF SUCH POLICY OR I HAVE PROVIDED BELOW INFORMATION ABOUT ANY POTENTIAL COMPLIANCE ISSUES. IF I AM A DIRECTOR, I ALSO CERTIFY THAT I HAVE NO RELATIONSHIP THAT WOULD PRECLUDE ME FROM BEING CONSIDERED INDEPENDENT (AS DESCRIBED IN THE ATTACHMENT), EXCEPT AS DISCLOSED BELOW.

Name of Director/Officer/Employee

Date

DESCRIPTION OF ISSUES: _____
