



CONFIDENTIALITY AND CONFLICT OF INTEREST POLICY

APPROVED BY THE BOARD OF TRUSTEES
_____, 2021

All Trustees and Volunteers of Chatham Education Foundation shall annually sign on a timely basis the attached Confidentiality and Conflict of Interest Agreement.



CONFIDENTIALITY AND CONFLICT OF INTEREST AGREEMENT

Conflict of Interest.

Trustees and Volunteers are elected to serve the Chatham Education Foundation and its constituencies. Those who accept these positions are expected to carry out their duties in a manner that inspires and assures the confidence of Chatham Education Foundation and the broader community.

Trustees and Volunteers shall abide by all Chatham Education Foundation policies and exercise the utmost good faith in all transactions touching upon their duties to the organization and its property. In their dealings with and on behalf of the organization, they are held to a strict rule of honest and fair dealing between Chatham Education Foundation's interest and that of any individual Trustee or Volunteer.

A Conflict of Interest arises in any situation in which a Trustee or Volunteer (or their immediate family) is involved in any activity that could adversely affect their judgment with respect to the business of the Foundation or otherwise diminish the interest of the organization. Trustees and Volunteers shall disclose the existence of any conflicts in writing to the President of the Board of Trustees and excuse themselves from consideration of any institutional matter relating to the conflict. Examples of potential Conflicts of Interest include but are not limited to employment by the school district, litigation with the school district, doing business with the school district, running for or holding political office or a seat on the Board of Education. The Executive Committee shall review all potential Conflicts of Interest brought to its attention. The Trustee or Volunteer involved should excuse themselves from consideration of any institutional matter relating to the Conflict of Interest and will be advised on a timely basis of any action(s) required to cure a Conflict of Interest.

Confidentiality.

Trustees and Volunteers shall hold all information they receive as part of their role in Chatham Education Foundation as confidential, including but not limited to all information shared by donors, potential donors, grant writers, teachers and administrators, and vendors. In addition, any work product created or used on behalf of or for the benefit of Chatham Education Foundation shall be considered the property of Chatham Education Foundation and, to the extent that such property is in the possession of one or more Trustees or Volunteers, shall be held in trust for the benefit of Chatham Education Foundation. Trustees and Volunteers acknowledge that in the course of performing their duties, they may have access to information that is treated as confidential by Chatham Education Foundation, including but not limited to, Chatham Education Foundation user names and passwords, and personal information about Chatham Education Foundation's donors, such as bank account information, email addresses, home address, cell phone or home phone numbers.

Non-Disclosure. Trustees and Volunteers shall keep confidential all information, documents, data, memoranda, analyses, reports, research, plans, studies, forecasts, projects, records, trade secrets, intellectual property, and/or any other document that contains or reflects information that is proprietary to or concerns Chatham Education Foundation or Chatham Education Foundation's donors and the terms of this Agreement, whether in oral, written, or electronic format ("Confidential Information"); provided, however, that Trustees and Volunteers are not prohibited from disclosing (i) information that is or becomes public other than as a result of a breach of this Agreement; (ii) information that was already in the possession of Trustee or Volunteer prior to the date hereof and that was not obtained from Chatham Education Foundation or a source bound by a contractual, legal, or fiduciary obligation not to disclose the information; or (iii) information that is obtained by Trustee or Volunteer from a source other than Chatham Education Foundation unless the source was bound by a contractual, legal, or fiduciary obligation not to disclose the information. Trustee and Volunteer confidentiality obligations shall survive this Agreement.

Safeguarding. Trustees and Volunteers shall securely store all Confidential Information received from or on behalf of Chatham Education Foundation, whether in paper or electronic format.

Limitations on Use. Trustees and Volunteers shall use Confidential Information solely for the purpose of performing their duties.

Compelled Disclosure. Notwithstanding any provision of this Agreement to the contrary, if a Trustee or Volunteer is required to disclose any Confidential Information pursuant to any applicable law, rule or regulation, subpoena or other government process, to the extent legally permissible, Trustees or Volunteers will promptly notify

Chatham Education Foundation in writing of any such requirement so that Chatham Education Foundation may seek an appropriate protective order or other appropriate remedy or waive compliance with the non-disclosure provisions of this Agreement. Trustee or Volunteer shall, and will cause its representatives to reasonably cooperate with Chatham Education Foundation to obtain such a protective order or other remedy. If such order or other remedy is not obtained, or if Chatham Education Foundation waives compliance with the provisions of this Agreement, a Trustee or Volunteer and their representatives shall disclose only that portion of the Confidential Information which they are advised by counsel in writing that they are legally required to so disclose and will use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the information so disclosed.

Breach Notification. Trustees or Volunteers shall notify Chatham Education Foundation immediately, or as soon as reasonably practicable, if a Trustee or Volunteer experiences a security breach that exposes or potentially exposes Confidential Information to disclosure.

Return or Destruction. Upon resignation or expiration of their term, or as requested by Chatham Education Foundation, Trustees and Volunteers shall return or destroy all Confidential Information and shall not retain any copies thereof. Trustees and Volunteers shall certify such return or destruction to Chatham Education Foundation.

I, the undersigned Trustee or Volunteer, have read and agree to be bound by the above Confidentiality and Conflict of Interest Agreement.

Print Name: _____

Signature: _____

Date: _____