

<p><b>Fiscal Management 4303</b></p> <hr/> <p><b>Conflict of Interest for Employees</b></p>	<b>Administrative Application</b>	
	<b>Last Reviewed /Approved on:</b>	January 15, 2019
	<b>References:</b>	The Income Tax Act Administrative Application 4303 – Conflict of Interest for Employees Administrative Application 7201 – Employee Code of Conduct Employee’s Acknowledgement And Compliance Statement As To Conflict Of Interest Form Policy 12 – Role of the Director
	<b>Status:</b>	Operational

**Preamble**

The Regina Catholic School Division (RCSD) expects, consistent with the teachings of Christ, that employees will at all times conduct themselves with personal integrity, ethics, honesty, impartiality, and diligence in the performance of their duties. This application is intended to establish parameters for employees regarding possible conflict of interest situations.

RCSD recognizes that a high standard is expected of a public body where the employment, contractual, and procurement requirements vary widely and are spread throughout all departments and schools. It is essential that employees maintain, and are perceived to maintain, the highest standard of public trust and integrity.

RCSD requires protection from the use of its services, facilities and material resources for personal gain.

**Definitions**

1. **Conflict of Interest** – Encompasses situations in which the personal or private interest of an employee or the employee’s family or close business associates conflict with the interests of RCSD or when there is a reasonable basis for the perception of such conflict.
2. **Employee** – Is anyone who is on the RCSD payroll, except for a Trustee.
3. **Service** – Is any work completed or duty performed for an individual, group, agency or organization that would otherwise be performed by an employed person or a consultant under contract for the performance of work or duty.
4. **Family Member** – Shall have the same meaning as a “related person” defined under the *Income Tax Act* and includes a spouse, child, grandchild, parent, grandparent, parent-in-law, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, or anyone for whom the employee stands in loco parentis.

**Application**

Students of RCSD and their families are valued members of a faith-based partnership and not a market to be exploited for personal gain. Students, their families, and the Catholic community expect the services rendered by employees to serve the best interest of students.

RCSD employees are properly compensated, whether under the terms of a collective agreement or under other employment terms and conditions, for the services they provide.

#### **1. Conflict of Interest**

- a. A conflict of interest exists when during the course of exercising their duties, the decisions and/or the actions of an employee are affected by, or could reasonably be perceived by another party to be affected by the employee's direct or indirect personal, financial or business interests or the personal, financial or business interests of a family member, friend, and/or business associate of the employee.
- b. No employee shall use their position, authority or influence for personal, financial or material gain or for the business purposes or for the personal, financial or material gain or business purposes of a family member, friend and/or business associate.
- c. No employee shall accept any personal gift or benefit, whether in the form of goods, services, loans, or favours, from any corporation or organization which is intent on securing business, either directly or indirectly, with RCSD, subject to the normal exchange of hospitality between persons doing business together.
- d. With respect to family members, employees of RCSD:
  - i. Shall not hire a family member to work for them directly in any capacity;
  - ii. Shall not be precluded from hiring staff who is a member of another employee's family; and
  - iii. Shall not be precluded from supervising, either directly or indirectly, a family member.
- e. An employee shall not use their position, authority or influence to give any person or organization special treatment that would, or could directly or indirectly advance the interests of the employee, or the interests of a family member, friend and/or business associate of the employee. Services rendered by an employee shall not be affected by any form of privilege or special arrangement between an employee and another party, including a student or the student's family.
- f. Employees must not engage or participate in any outside paid employment, business or commercial undertaking that interferes with the performance of their duties as an employee of RCSD. Volunteer work completed during the work day is subject to approval by the immediate supervisor.
- g. Except with the approval of the Chief Financial Officer, RCSD shall not purchase any goods or services from employees or from companies in which employees have an ownership interest. The Chief Financial Officer may approve the purchase of goods or services from employees and from companies in which employees have an ownership interest, only if the goods or services required are not readily available from another source.

## **2. Complying with the Law**

- a. All employees will and will be seen to comply with the letter and spirit of all the laws of Canada and the Province of Saskatchewan and any contractual obligations resulting from the employee's employment or employment duties and/or contractual obligations of RCSD.

## **3. Confidentiality**

- a. All employees acknowledge that as part of their duties they may be exposed to private and confidential information belonging to RCSD that may provide a financial, business, commercial or competitive advantage, and they may be exposed to private and confidential student and personnel information.
- b. An employee's duty of confidentiality with respect to private and confidential financial, business and/or commercial information, personnel information and student information survives their employment.
- c. The confidentiality of business information received in the course of duties must be respected and shall not be used for personal gain. Information given in the course of fulfilling employment duties shall be true and fair and not designed to mislead. For example, it is considered unethical and damaging to RCSD's reputation to allow a vendor's proprietary/confidential information to pass to another vendor, potential vendor or any person with a financial interest in the information, whether potential or actual, direct or indirect.
- d. The confidentiality of personal/educational student and family information received in the course of duties must be respected, protected and kept confidential.
- e. Except where required by law, all employees and former employees agree not to use, directly or indirectly, for the employee's benefit or for the benefit of any person, organization, firm, or other entity, RCSD proprietary or confidential information disclosed or entrusted to that employee or developed or generated by the employee during the performance of their duties RCSD. Such information may include, but is not limited to, information relating to RCSD organizational structure, operations, business plans, technical projects, business costs, research data results, inventions, trade secrets or other work produced, developed by or for RCSD.

## **4. Regina Catholic School Division Resources**

- a. RCSD resources include but are not limited to all RCSD property, vehicles, furniture, appliances, communications, information technology, print reproduction, tools and maintenance equipment, consumables, as well as any and all instructional materials/equipment, electronic devices, sports and physical education equipment, etc.
- b. RCSD resources are intended to serve the instructional, social/emotional, spiritual, cognitive and physical development of all registered students. The use of any RCSD resource in return for any form of personal compensation other than salary paid to an employee is prohibited.
- c. No employee shall permit family members, friends and/or business associates to use RCSD resources for personal gain.

- d. RCSD recognizes that the creator of pedagogical materials or intellectual property maintains certain moral or proprietary rights regarding that property. These works of authorship or materials may include, but not limited to web-based materials, books, articles, pamphlets, course materials, inventions, improvements, discoveries, computer software and documentation created by employees in the course of employment. Nevertheless, RCSD is generally considered the first owner of copyright on all pedagogical materials which teachers and other employees create or adapt in the course of their employment with RCSD, and for which there is no written agreement that the employee will maintain or assume ownership of copyright. If the employer and employee establish a written agreement which modifies the ownership rights of RCSD, the agreement will ensure that the use of all pedagogical materials created or modified by the employee will be available to the school division for its unrestricted use and any costs to RCSD for the purchase of these materials will not include calculations of employee labor expenses nor profit margins.
- e. Independent works of authorship or invention, though related to an employee's profession or type of work, but which are not the products of an employee's compensated work, and are not part of the expected or assigned work for which compensation is received from RCSD, are exempt from this application.

## 5. Reporting Conflict of Interest

- a. Every employee is responsible and accountable for exercising good judgement and avoiding situations that would present a conflict of interest or the appearance of a conflict of interest and where a conflict of interest exists each employee has an affirmative duty to disclose such a conflict when it becomes apparent.
- b. Where a conflict of interest arises, or when a potential conflict of interest exists, such conflicts shall be reported in writing as follows:
  - i. **Director of Education** – reported to the Board Chair and processed by the Board Chair and the Chief Financial Officer.
  - ii. **Chief Financial Officer** – reported to the Director of Education and processed by the Director of Education and Board Chair.
  - iii. **Senior Leadership Team (SLT) (except Director of Education and Chief Financial Officer)** – reported to the Director of Education and processed by the Director of Education and Chief Financial Officer.
  - iv. **All Other Staff** – reported to the Chief Financial Officer and/or the employee's immediate supervisor and processed by the Chief Financial Officer. Reporting to the employee's immediate supervisor would not take place if the immediate supervisor is implicated in the matter.

**EMPLOYEE'S ACKNOWLEDGEMENT AND COMPLIANCE  
STATEMENT  
AS TO CONFLICT OF INTEREST**

I have read, understand, and agree to abide by the administrative application "Conflict of Interest for Employees". In particular, I acknowledge that the interests of certain others, including family members, are my interests for the purpose of this administrative application and this Acknowledgement and Compliance Statement.

I confirm I am currently in compliance with the administrative application, and disclose the following actual or potential direct or indirect interests in which Regina Catholic School Division may also have an interest.

I am associated with the following supplier(s) of goods and services to Regina Catholic School Division (attach additional pages if necessary to include all relevant suppliers):

	Name of the Supplier(s)	Nature of the Association (e.g. owner, family member)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

I understand that this Acknowledgement/Compliance Statement will be retained and in effect for as long as I remain an employee.

I further understand that if, subsequent to the signing of this statement, a potential or actual, direct or indirect, interest arises, I must disclose this to the Chief Financial Officer. Failure to disclose an interest or to comply with the administrative application regarding Conflict of Interest will be subject to such measures as the school division may deem appropriate, which measures could include dismissal from employment.

Name: \_\_\_\_\_  
(Please print)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_