

# McCurdy Charter School

## Contractor Code of Conduct

### PREAMBLE

This Code of Conduct shall govern the conduct of all MCS contractors. All contractors shall insure that their subcontractors comply with this Code of Conduct.

### CORE ETHICAL PRINCIPLES

All contractors doing business with McCurdy Charter School (MCS) shall comply with the MCS Contractors Code of Conduct which is grounded in the core ethical principles of CHARACTER COUNTS – trustworthiness, respect, responsibility, fairness, caring and good citizenship. Contractors at MCS are expected to govern their behavior with these general principles by:

- a. Being honest
- b. Treating all persons with respect
- c. Demonstrating accountability for responsibilities
- d. Pursuing excellence
- e. Striving to be fair in all matters
- f. Obeying all laws and regulations
- g. Working in cooperation with others to protect and improve the MCS community

### PURPOSE OF CODE OF CONDUCT

This Code of Conduct plays a central part in the commitment of MCS to assure that all persons involved with MCS will abide by high ethical standards in all their work-related activities and relationships. All contractors and consultants will abide by this Code and represent MCS in a manner that engenders public trust in its integrity and competence.

### APPLICATION OF CODE OF CONDUCT

This Code applies to MCS contractors and consultants. All are required to read and sign an acknowledgement that they have read and understand the Code as an indication of their agreement to abide by its provisions. In interpreting the provisions of this Code, all will use good faith, sound discretion and good judgment and seek to adhere to the spirit as well as the letter of specific standards. All MCS contractors will comply with all State laws and applicable MCS rules and regulations.

**ENFORCEMENT:** The primary use of this Code will be informative and educational. To assure adherence to the MCS Code of Conduct, the MCS will enforce the provisions.

Violations of any provision in this Code may result in termination or non-renewal of the contract as well as referral to appropriate authorities for civil and/or criminal prosecutions. Determinations made with

respect to potential violations of the MCS Code of Conduct shall in no way preclude or replace any other legal action that may be warranted by the conduct.

## **STANDARDS OF CONDUCT FOR MCS CONTRACTORS**

1. **The purpose of this Code of Conduct is:**
  - a. To protect the integrity of the procurement process;
  - b. To provide a comprehensive statement of pertinent regulations and obligations governing the conduct of contractors doing business with MCS so they will be able to perform their work and services in an ethical manner.
2. **Not Exclusive.** This document does not purport to respond to all ethical issues which may arise in the course of doing business with MCS.
3. **Ethical Conduct.** Each person and entity is expected to conduct himself or herself in the manner of an ethical, reasonable person with the express understanding that acting ethically is not an optional course of conduct at MCS but the only course of conduct permitted. The MCS Director or designee is charged with educating and advising about ethical issues. If you have any questions regarding the Code of Conduct, contact the Director.
4. **Avoiding the Appearance of Impropriety.** All MCS contractors shall refrain from conduct which they know or reasonably should know is likely to create in the minds of reasonable, objective, fair-minded observers the perception that they are using their contract with MCS in an improper manner.
5. **Contacts by Staff Prior to the Issuance of a Solicitation.** While informational contacts with prospective contractors are a valuable source of data to MCS, such contacts can be perceived as improper. All parties must exercise sound judgment and exercise caution to prevent an actual or implied impression that such contacts will result in preferential treatment of the prospective contractor or consultant.
6. **Zero Tolerance Regarding Gifts.** No bidder or proposer shall offer, give, or promise to offer or give, directly or indirectly, any money, gift, gratuity or other thing of value to any MCS staff at any time.
7. **Zero Tolerance Regarding Offers of Employment.** No bidder, proposer or contractor shall offer, or promise to offer, either directly or indirectly, any future employment or business opportunity to any MCS staff, their immediate family, spouse, domestic partner or business associates of such persons if such offer of employment is conditioned expressly or implied non the awarding of a present or future contract or preference in the awarding of a contract to anyone at any time by the MCS.

- 8. Disbursement of Preliminary Information.** No bidder, proposer, contractor or consultant shall request or attempt to request from any MCS staff the dissemination of any information regarding present or future contracts or expectations of such contracts unless this information is made available at the same time and in the same form to all other bidders, proposers or contractors.
- 9. Receipt of Protected Information.** No bidder, proposer or contractor shall solicit or obtain, directly or indirectly, from any MCS employee, any information developed during the course of conducting discussions relating to the procurement prior to the contract award unless this information is a public record under the Public Records Act.
- 10. Contractor Qualifications.** The MCS will accept bids and proposals for contracts and procurement of goods or services having a value to be determined by MCS only from firms or entities which are complying with the MCS contracting and procurement policies and procedures.
- 11. Advice on Development.** No contractor who participates in the development of a scope of work, solicitation documents, contractual instruments or technical specifications may participate as a proposer or sub-proposer on that particular procurement or perform any work on that particular procurement. The MCS Director or her/his designee, upon a showing of good cause, may waive this prohibition in writing.
- 12. Conflicts of Interest.** A conflict of interest may exist when one has a financial interest in or towards a person or entity which results in a real or apparent advantage to that person or entity. The existence of a financial relationship between a contractor and any MCS Board Member or MCS employee or a member of that employee's immediate family, who has participated or will participate in the contract to which the contractor is a party, shall constitute a conflict of interest.

If the contractor has a financial relationship with any MCS Board Member or employee, the contractor shall disclose this fact in writing to the Director or her/his designee as soon as this possible conflict of interest is known. The contractor is under a continuing duty to advise the MCS of any conflict of interest that may arise during the term of the contract.

A conflict of interest may also exist when the contractor has previously employed, or is currently offering employment to, or considering an employment application of any MCS staff or his/her immediate family.

While not all conflicts will cause a contractor or consultant to be disqualified, failure to disclose a known conflict may justify disqualification and/or sanctions. **BE SAFE – DISCLOSE.**

The MCS Director or her/his designee (with possible consultation of legal counsel) shall determine whether a conflict of interest exists and recommend appropriate action for resolution. If it is determined that an actual or apparent conflict of interest exists, the MCS Director or her/his designee shall notify the contractor in writing of this finding and the action that MCS shall take to resolve this conflict of interest.

**13. Sanctions.** The MCS encourages reporting of all good faith suspected violations of this MCS Code of Conduct. Prior to a determination of actual violation by the responsible party or entity, there exists the presumption the alleged violator is innocent of the violation. There shall be no adverse consequences suffered by anyone making a good faith report of a suspected violation nor shall there be any adverse consequences suffered by anyone accused of violating this Code and subsequently found not to have violated this MCS Code of Conduct. The identity of any persons reporting violations of these codes shall be kept confidential.

All suspected violations shall be reported immediately to the MCS Director for investigation. The MCS Director shall investigate the allegations and, if determined to have merit, the matter will be referred to the appropriate enforcement authorities.

In addition, if the MCS Director has determined that the alleged violations have merit, the MCS may take one or more of the following actions:

- a) Meeting with the contractor or consultant to explain the violation;
- b) Suspending the contract or subcontract involving the offending contractor or consultant;
- c) Directing the prime contractor or consultant to remove the offender from the project;
- d) Rescinding, voiding, or terminating the contract; and/or
- e) Any other reasonable penalty deemed appropriate.

Then MCS Director of her/his designee shall state in writing to the contractor the findings regarding the violation and, if appropriate, proceed with termination or non-renewal as outlined in the contract.

# McCurdy Charter School

## Contractor

### Code of Conduct

#### Acknowledgement

(To be filed in contractor file)

I acknowledge my obligation as a MCS Contractor to conduct myself so as to justify public trust that decisions are made on the merits, untainted by conflicts of interest.

I have fully read, understand and have in my possession a copy of the requirements of the Code of Conduct and I understand that my failure to abide by these provisions can result in termination or non-renewal as outlined in the contract.

I understand that negative assumptions about the character of MCS employees are not intended or implied by the requirement that MCS contractors acknowledge and agree to abide by the Code of Conduct.

Name (Print): \_\_\_\_\_

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

Position or Company: \_\_\_\_\_

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