
Conflicts and Neutrality

How we screen for conflicts before an assignment, what disqualifies us, what happens when a conflict surfaces mid-matter, and how a party raises an objection to the practitioner assigned to them.

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Neutrality is the product. An institution engages us because a finding needs to survive review by someone who was not in the room, and a finding is only as durable as the neutrality of the person who reached it.

This policy states what we check, what we decline, and what a party can do if they believe the practitioner assigned to their matter cannot be neutral. It applies to every investigation, hearing, appeal, advisory, fractional leadership, and expert witness engagement we take.

What we screen before accepting a matter

Before an assignment is confirmed, we screen the practitioner and the firm against the institution, the parties, the witnesses we know of, and counsel on both sides. We look for:

- Prior or current employment at the institution, or at a unit of it, by the practitioner or a member of their household.
- A personal, family, financial, or professional relationship with a party, a witness, or a decision maker.
- Prior involvement in the same facts, including earlier advice to the institution about the matter, and any prior matter involving the same parties.
- A financial interest in the outcome, including any arrangement where our fee depends on what we find.
- Public statements by the practitioner about the parties or the specific facts.
- Concurrent work for a party in another capacity, including as a member, trainee, or client.

The screen is documented. The record shows who was checked, against what, when, and who cleared it.

What disqualifies us

We decline a matter where a reasonable person, knowing the facts, would question the practitioner's ability to be impartial. That standard is deliberately wider than actual bias, because the appearance of partiality damages a finding as effectively as the fact of it.

We will not accept a matter where:

- The practitioner has a personal relationship with a party or a witness, or has supervised or been supervised by one.
- The practitioner previously advised the institution on the specific facts in dispute, or drafted the policy provision now at issue in a way that makes them a witness to its intent.
- The firm holds a financial interest in the outcome, or the fee is contingent on a finding.
- The practitioner has publicly taken a position on the specific matter.

Training the institution, holding its membership, or having investigated unrelated matters for it does not disqualify us. Institutions engage the same firm repeatedly precisely because familiarity with a policy makes the work better, and a rule that treated that as a conflict would leave no experienced investigator available to anyone.

Fee structure and independence

We charge for time and scope. We never charge a fee that varies with a finding, a rate that depends on the outcome, or a bonus tied to a result. No practitioner's compensation, review, or advancement is affected by whether their findings favor the institution that paid for them.

We are engaged by institutions, and institutions pay us. We do not pretend otherwise. What we hold to is that the party paying does not get to determine what we find, and we will say so in writing at the start of an engagement to anyone who asks.

Who we are engaged by, and what that means for the parties

We are engaged by institutions. An engagement letter is between this firm and the institution that signs it, and no party to a matter is a party to that agreement or a third-party beneficiary of it. Complainants, respondents, and witnesses acquire no contractual rights against us by virtue of an institution retaining us, and nothing we do in a matter creates an attorney-client relationship, a fiduciary duty, or an engagement with any individual.

We state that plainly because the alternative is worse: a party who believes we are acting for them, discovering otherwise at the point it matters. If we are assigned to your matter, we are the neutral. We are not your advocate, we are not your counsel, and we cannot advise you on your own position. You are entitled to seek advice from someone who can.

None of that reduces what a party is owed in the process itself. Notice, an explanation of the options available, supportive measures where the framework provides them, a fair opportunity to be heard, a practitioner screened for conflicts, and a route to object to that practitioner are obligations we hold regardless of who signed the engagement letter. They come from the frameworks and from this policy rather than from a contract with you, and we hold to them either way.

Separating advice from adjudication

Where we have advised an institution on a policy, a program, or a process, we do not then investigate a matter that turns on the advice we gave. Where we hold a fractional coordinator seat, we do not act as the neutral investigator on a matter we ourselves intake, and we do not decide an appeal from our own finding.

These functions can be held by different practitioners at this firm, provided the separation is real, documented, and disclosed to both parties at the outset. Where it cannot be made real, we refer the matter out.

Disclosure to the parties

At the point of first contact, each party is told who the practitioner is, that the practitioner has been screened for conflicts, and how to object. Where a prior relationship exists that does not disqualify us, we disclose it rather than leaving it to be discovered.

Disclosure is not a formality buried in an intake letter. It is stated plainly, in writing, in language a party who is not a lawyer can act on.

How a party objects to a practitioner

Any party may object to the practitioner assigned to their matter. Write to conflicts@fractionalcoordinator.com or tell the practitioner directly, and say what the concern is. There is no form and no deadline, though earlier is better for everyone.

An objection goes to a senior practitioner who is not assigned to the matter. We acknowledge it within two business days and decide within five. The decision is written, is given to both parties and to the institution, and states the reasoning rather than only the outcome.

Where an objection is upheld, we reassign the matter and, where necessary, revisit work already done. Where it is not upheld, the party is told why, and the objection and its disposition go into the record so that a later reviewer can see it was raised and how it was handled.

Conflicts that surface mid-matter

Conflicts are not always visible at intake. A witness list arrives, a party retains counsel we know, an institution restructures. Practitioners are under a standing obligation to raise a conflict the moment they become aware of it, and are never penalised for doing so.

When one surfaces, work pauses. We assess whether the matter can continue with the same practitioner, whether it needs reassignment, and whether any completed work must be redone. The institution and both parties are told what happened and what we are doing about it.

Institutional conflicts

A conflict can sit with the firm rather than with a person. We will not act for both sides of the same dispute, will not investigate a matter where the institution is adverse to another client of ours in the same facts, and will not take a matter where an engagement elsewhere would give us a reason to prefer one outcome.

Where two client institutions are involved in the same matter, we tell both before accepting, and proceed only with informed agreement from each.

Gifts, hospitality, and outside interests

Practitioners do not accept gifts, hospitality, or anything of value from a party, a witness, or counsel in a matter they are working on. Ordinary hospitality at a training or conference is not a gift; anything that could reasonably be read as an inducement is.

Practitioners disclose outside employment, board seats, and consulting relationships to us on joining and as they change, so that the screen has something accurate to run against.

Records

Conflict screens, disclosures, objections, and their dispositions are retained with the matter file and are available to the institution on request. If an outcome is later challenged, the neutrality of the process should be provable from the record rather than asserted afterwards.

If we get it wrong

If we accept a matter we should have declined, we will say so, tell the institution and both parties, and take the correction the situation requires, including reassignment, redoing work, or standing down from the engagement without a fee for the affected work.

The alternative, defending an appointment that should not have been made, costs the institution far more than it costs us.

How to reach us

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