

CAUTION: The following advice may be based on a rule that has been revised since the opinion was first issued. Consequently, the analysis reflected in the opinion may be outdated.

**IC 4-2-6-9(a) Conflict of interests
40 IAC 2-1-8 Secondary employment**

The ISD Superintendent sought to teach a class—for compensation—in history of education for the deaf for a state university on the ISD campus to university students as well as to ISD teachers and staff. SEC found it was a conflict of interest for the Superintendent to be compensated for teaching the class in light of his responsibilities with ISD and the university.

**94-I-11, Conflict of Interest, Moonlighting
(Decision August 18, 1994)**

FACT SITUATION

The Superintendent for the Indiana School for the Deaf (ISD) wanted to know if he could teach for compensation a class for a state university on the School for the Deaf campus to university sophomores who lived on the campus and taught in the School for the Deaf classes and to Indiana School for the Deaf teachers and staff. The Superintendent had authority to decide who could use the School for the Deaf facilities or property. He also had authority to decide what programs could be in the classrooms at the School for the Deaf.

The university had a degree program for seventeen students pursuing state licensure in deaf education. The program had not been in operation the prior year based on a decision made by the Superintendent that the program was not within the interest of the school. The program resumed based on a decision the Superintendent made.

The administrator of the university program asked the Superintendent to teach a class which was both an undergraduate and graduate three-hour credit course. The class was to be scheduled after the ISD school day on one of the weekdays (Monday through Thursday) on the ISD campus. A stipend would be offered for teaching the course.

The Superintendent wanted to teach this class in order to keep up with educational theories. He had taught at eastern universities for eight years as an adjunct faculty member and had indicated to the university administrator that he was interested in teaching again. Not many programs were available for deaf persons like the Superintendent who wanted to teach through a college or university. In Indiana, only this university offered a program in deaf education.

Other classes would be offered by the university on the ISD campus but not taught by other ISD faculty. The university administrator had indicated that, if the Superintendent was not permitted by ethics rules to accept the contract to teach the class, he would invite another ISD faculty member who had taught the class before. If that faculty member was not able to teach, there were others who could teach the course.

Under the sophomore practicum, students lived on the campus and paid a nominal fee for rooms and meals. The students worked in the ISD classroom one-half day and were in the university's classes one-half day. Students also observed after-school activities. They were immersed in the program for a full year to learn the culture and language of the deaf community from students, faculty, and staff.

ISD teachers who were not certified could also take the university classes. Also, some ISD teachers could take the classes for graduate credit. In addition, staff could take this particular course about deaf culture issues. Three teachers with provisional certification would be enrolled in the class.

The university had established an advisory committee that met to make recommendations on matters having to do with the university program at ISD. The Superintendent served on this advisory committee along with faculty and staff from ISD and faculty from the university.

There was no formal contract between the university and ISD in regard to the programs of the university being taught on ISD campus. The university paid no rent or any other fees. Registration for the courses took place on the ISD campus.

The minimum number of students required for this particular course to be held was ten. The university administrator anticipated that ten sophomore practicum students would take the class. It was advertised through the university catalog and no newspaper ads were placed. Generally students came to the class through an advisor who advised them as to the program needed for state licensure in deaf education.

QUESTION

Is the Superintendent of the Indiana School for the Deaf permitted to teach for compensation a class in history of education for the deaf for a state university on the ISD campus to university sophomores who live on the campus and teach in the School for the Deaf classes and to ISD teachers and staff?

OPINION

The Commission found it was a conflict of interest for the Superintendent of the Indiana School for the Deaf to be compensated for teaching university courses at the School for the Deaf as a result of the Superintendent's role in overseeing the relationship between the School for the Deaf and university, a role from which the Superintendent could not be screened, and in view of the fact that there were other qualified teachers available to teach the course. Additionally, it would not be a conflict of interest for the Superintendent to participate in the university program and to let students take advantage of the Superintendent's experience and ability so long as the Superintendent was not receiving additional compensation from the university for participation in that program.

The relevant statutes are as follows:

IC 4-2-6-9(a) on conflict of interest provides, "A state officer or employee may not participate in any decision or vote of any kind in which the state officer or the employee or that individual's spouse or unemancipated children has a financial interest."

The rule on secondary employment, 40 IAC 2-1-8, says, "A state employee shall not engage in outside employment or other outside activity not compatible with agency rules or the full and proper discharge of public duties and responsibilities. This outside employment or other outside activity must not impair independence of judgment as to official responsibilities, pose a likelihood of conflict of interest, or require or create an incentive for the employee to disclose confidential information acquired as a result of official duties."