



Azusa

Unified School District

Conflict of Interest Disciplinary Procedures

Azusa Unified Employees are expected to use good judgment, adhere to high ethical standards, and avoid situations that create an actual or perceived conflict between their personal interests and those of the district. It is the responsibility of each employee to be aware of and take the necessary action to eliminate a potential conflict of interest should it arise.

Employees have access to information and a captive audience that could award the employee personal or financial gain. No employee may solicit other employees or students for personal or financial gain to the employee without the approval of the superintendent. If the approval of the superintendent is given, the employee must conduct the solicitations within the conditions set by the superintendent. Further, the superintendent may, upon five days' notice, require the employee to cease such solicitations as a condition of continued employment.

Employees will not act as an agent or dealer for the sale of textbooks or other school supply companies doing business with the school district. Employees will not participate for personal financial remuneration in outside activities wherein their position on the staff is used to sell goods or services to students or parents. Employees will not engage in outside work or activities where the source of information concerning the customer, client, or employer originates from information obtained because of the employee's position in the school district.

It will also be a conflict of interest for an employee to engage in any outside employment or activity which is in conflict with the employee's official duties and responsibilities. In determining whether outside employment or activity of an employee creates a conflict of interest, situations in which an unacceptable conflict of interest is deemed to exist will include, but not be limited to, any of the following:

1. The outside employment or activity involves the use of the school district's time, facilities, equipment, and supplies or the use of the school district's badge, uniform, business card or other evidences of office to give the employee or the employee's immediate family an advantage or pecuniary benefit that is not available to other similarly situated members or classes of members of the general public. For purposes of this section, a person is not "similarly situated" merely by being related to an employee who is employed by the school district.
2. The outside employment or activity involves the receipt of, promise of, or acceptance of more or other consideration by the employee or a member of the employee's immediate family from anyone other than the school district for the

performance of any act that the employee would be required or expected to perform as part of the employee's regular duties or during the hours which the employee performs service or work for the school district.

3. The outside employment or activity is subject to the official control, inspection, review, audit, or enforcement authority of the employee during the performance of the employee's duties.

If the outside employment or activity is employment or activity in (1) or (2) listed above, the employee must cease the employment or activity. If the activity or employment falls under (3) listed above, then the employee must:

- Cease the outside employment or activity; or
- Publicly disclose the existence of the conflict and refrain from taking any official action or performing any official duty that would detrimentally affect or create a benefit for the outside employment or activity. Official action or official duty includes, but is not limited to, participating in any vote, taking affirmative action to influence any vote, or providing any other official service or thing that is not available generally to members of the public in order to further the interests of the outside employment or activity.

When procurement is supported by Federal Child Nutrition funds, employees will not participate in the selection, award, or administration of a contract if there is a real or apparent conflict of interest in the contract. Contract, for purposes of this paragraph, includes a contract where the employee, employee's immediate family, partner, or non-school district employer of these individuals is a party to the contract.

Employees are encouraged to seek assistance from their administrator or supervisor with any ethical concerns, however, the district recognizes this may not always be possible. Therefore, employees may contact the Human Resources office or the superintendent to report anything they cannot discuss with their administrator or supervisor.

Complaint Procedures:

Employees or third parties who believe they have knowledge of any violation of this policy shall immediately file a complaint with their immediate supervisor or the Chief Officer of Human Resources who will determine if an investigation is warranted.

If an investigation is warranted, the individual may be requested to complete and sign a written complaint form and submit other evidence of the unethical act including, but not limited to, letters, electronic documents, or pictures.

If substantiated, the district will conduct a timely investigation in as confidential a manner as possible. Interviews, allegations, statements, and identities will be kept confidential to the extent possible and allowed by law. However, the district will not allow the goal of confidentiality to be a deterrent to an effective investigation, and all employees who are involved in an investigation are expected to provide honest and complete cooperation.

Appropriate disciplinary action up to and including termination will be taken promptly against any employee engaging in unethical acts and/or employees who are found to be dishonest or uncooperative during an investigation. The corrective action issued will be proportional to the severity of the conduct.