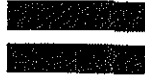


GOVERNMENT OF THE DISTRICT OF COLUMBIA
BOARD OF ETHICS AND GOVERNMENT ACCOUNTABILITY



Office of Government Ethics



In Re: S. Lee
Case No.: 18-0003-P

PUBLIC NEGOTIATED DISPOSITION

Pursuant to section 221(a)(4)(A)(v)¹ of the Board of Ethics and Government Accountability Establishment and Comprehensive Ethics Reform Amendment Act of 2011 ("Ethics Act"), effective April 27, 2012 (D.C. Law 19-124; D.C. Official Code § 1-1161.01 et seq.), the Office of Government Ethics ("OGE") hereby enters into this Public Negotiated Disposition with the Respondent, S. Lee. Respondent agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

I. FINDINGS OF FACT

Respondent serves as the principal at the Youth Services Center and Inspiring Youth Program for the District of Columbia Public Schools (DCPS). Respondent is responsible for managing school operations and providing leadership to teachers and staff members. Respondent supervises forty-two employees, including teachers and support staff.

According to the evidence, Respondent engaged in unethical conduct, as explained below.

A number of Respondent's employees participate on a committee that solicits funds for the purchase of gifts which are given to employees on certain special occasions. At the beginning of each school year, the committee solicits voluntary contributions from the employees. Those funds are then used to purchase gifts for birthdays, baby showers, funerals, and other special or recognizable occasions. Respondent is not a member of the committee, but has contributed funds for the purchase of gifts. In 2017, Respondent's employees gave her a \$125.00 gift card as a birthday gift. The gift card was presented to Respondent at a birthday celebration within the office. Respondent accepted the gift card and used it as payment towards the purchase of a ring. Respondent did not solicit contributions, nor did she coerce any subordinate to contribute to the purchase of the gift card.

II. NATURE OF VIOLATIONS

According to OGE, Respondent violated one section of the District's Code of Conduct, as set forth below:²

¹ Section 221(a)(4)(A) of the Ethics Act provides, in pertinent part, that "[i]n addition to any civil penalty imposed under this title, a violation of the Code of Conduct may result in the following: . . . Any negotiated disposition of a matter offered by the Director of Government Ethics, and accepted by the respondent, subject to approval by the Ethics Board."

² According to D.C. Official Code § 1-1162.01a, the Ethics Act and "the Code of Conduct shall apply to all employees and public officials serving the District of Columbia, its instrumentalities, subordinate and independent agencies, the Council of the District of Columbia, boards and commissions, and Advisory Neighborhood

- District Personnel Manual (“DPM”) § 1804.3, which states, an employee may not, directly or indirectly, accept a gift from an employee receiving less pay.

Respondent’s acceptance of the \$125.00 gift card from her subordinates was a violation of the ethics rules. According to DPM § 1804.6(a), an official supervisor may accept a gift from a subordinate on an occasional basis, including a holiday or birthday, only if the gift is an: (1) item, other than cash, with an aggregate market value of \$10 or less per occasion; (2) item such as food and refreshments to be shared in the office among several employees; (3) personal hospitality provided at a residence which is of a type and value customarily provided by the employee to personal friends; and (4) items given in connection with the receipt of personal hospitality if of a type and value customarily given on such occasions. The gift that Respondent received does not fit into any of these exceptions.

III. TERMS OF THE NEGOTIATED DISPOSITION

Respondent admits that her conduct violated the District’s Code of Conduct. Respondent agrees to pay a total fine in the amount of **\$500.00** to resolve this matter, in accordance with the following terms and conditions:

1. Respondent agrees to submit a payment of \$500.00, by certified check or money order, made out to the D.C. Treasurer, delivered to and received by OGE at 441 4th Street NW, Suite 830 South, Washington, DC 20001;
2. Payment shall be made in two \$250.00 payments. The first payment shall be submitted to OGE no later than 30 days after the full execution of the document. The second \$250.00 payment shall be submitted to OGE within 30 days after receipt of this first payment. The total fine amount must be satisfied by June 3, 2019;
3. Respondent agrees that, in the event that her employment with the District government ceases prior to complete satisfaction of the fine amount, any outstanding fine amount will be satisfied by deduction in full from Respondent’s final paycheck and/or any payment to the Respondent for unused annual leave;
4. Respondent agrees that, whether or not the Office of Pay and Retirement Services completes these deductions as described herein, Respondent is nonetheless solely responsible for satisfying the fine amount.

Respondent promises not to engage in such conduct in the future, and further agrees to attend an ethics training offered by OGE within six months of the full execution of this Negotiated Disposition Agreement, or no later than October 4, 2019.

In consideration of Respondent’s acknowledgement and agreement, OGE will seek no further remedy and will take no further action related to the above misconduct.

Commissions, but excluding the courts.” The DPM is a part of the Code of Conduct. See, D.C. Official Code § 1-1161.01(7)(E).

Respondent also understands that if she fails to pay the \$500.00 fine in accordance with the terms set forth hereinabove, pursuant to Section 221 (a)(5)(A) of the Ethics Act (D.C. Official Code § 1-1162.21 (a)(5)(A)), the Ethics Board may file a petition in the Superior Court of the District of Columbia for enforcement of this settlement and the accompanying Board Order assessing the fine. Respondent agrees that this Negotiated Disposition is not just an admission of wrongdoing but constitutes various factual admissions by her that may be used in any subsequent enforcement or judicial proceeding that may result from her failure to comply with this agreement.

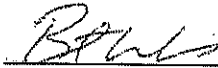
Respondent further understands that if she fails to adhere to this agreement, the Office may instead, at its sole option, recommend that the Ethics Board nullify this settlement and hold an open and adversarial hearing on this matter, after which the Board may impose sanctions up to the full statutory amount (\$5,000 per violation) as provided in the Ethics Act for each violation.³ Because the Office is, at this time, foregoing requesting that the Ethics Board hold an open and adversarial hearing on this matter, Respondent agrees to waive any statute of limitation defenses should the Board decide to proceed in that manner as a result of Respondent's breach of this agreement.

The mutual promises outlined herein constitute the entire agreement in this case. Failure to adhere to any provision of this agreement is a breach rendering the entire agreement void. By our signatures, we agree to the terms outlined herein.



S. Lee

04/11/2019
Date

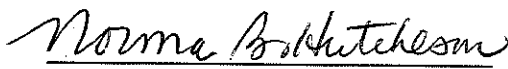


Brent Wolfingbarger
Director of Government Ethics

4-22-2019
Date

This agreement shall not be deemed effective unless and until it is approved by the Board of Ethics and Government Accountability, as demonstrated by the signature of the Chairman below.

APPROVED:



Norma B. Hutcheson
Chairperson, Board of Ethics and Government

5/9/19
Date

³ Section 221 (a)(1) (D.C. Official Code § 1-1162.21 (a)(1)).