

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



Office of Government Ethics

In Re: A. Priest
Case No. 17-0023-P

NEGOTIATED DISPOSITION:

Pursuant to section 221 (a)(4)(E)¹ of the Board of Ethics and Government Accountability Establishment and Comprehensive Ethics Reform Amendment Act of 2011, effective April 27, 2012, D.C. Law 19-124, D.C. Code § 1-1161.01 *et seq.*, (“Ethics Act”), the Office of Government Ethics (the “Office” or “OGE”) hereby enters into this public negotiated settlement agreement with the Respondent, A. Priest. Respondent agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

FINDINGS OF FACT:

At all relevant times Respondent served as a District government employee with DC Public Schools (“DCPS”). During Respondent’s tenure with DCPS he became involved with the DCPS robotics programs.

In addition to his service as a District government employee, OGE found evidence that Respondent created a 501(c)(3) non-profit organization called DC Robotics.² DC Robotics was founded in 2012 and granted 501(c)(3) status in 2013.³ Respondent is the listed Registered Agent for DC Robotics.⁴

OGE found evidence that the Respondent believed the school system’s grant process to be too slow for the needs of the District’s robotics programs. The evidence shows that Respondent created DC Robotics to receive, administer, and expend funds to 1) develop the District into a center of excellence for educational robotics where science, technology and problem solving are celebrated, 2) promote interest in and knowledge of science, technology, engineering, and math throughout all District-based schools and the communities they serve, and 3) develop leadership, business, team work, communication and other life skills in District schools.⁵ During the relevant period, DC Robotics and the Respondent circumvented the DCPS grants process and the District’s donations process so that children participating in DCPS robotics programs could timely have their robotics competition fees paid. Specifically, DC Robotics received donations from third parties which the Respondent and other DCPS employees dispersed to District schools

¹ Section 221(a)(4)(E) of the Ethics Act provides, “[i]n addition to any civil penalty imposed under this title, a violation of the Code of Conduct may result in the following: ... [a] 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 Department of Treasury, Internal Revenue Service Tax-exempt Status Letter dated Nov. 15, 2013.

³ *Id.*; DCRA, Cert. of Incorporation, Nov. 11, 2012; DC Robotics, Art. of Incorporation, Sept. 24, 2012.

⁴ <https://corponline.dcr.dc.gov/BizEntity.aspx/ViewEntityData?entityId=4122323>

⁵ DC Robotics, Articles of Incorporation, p. 1, Sept. 24, 2012.

and in some cases used to pay fees for DCPS Robotics programs without the knowledge or approval of the Office of Partnerships and Grants.

The evidence further shows that Respondent listed the address for DC Robotics as 1200 First Street, NE, 8th Floor, Washington, DC 20002, which is the physical address for DCPS Central Office.

NATURE OF MISCONDUCT

Respondent violated the following provisions of the Ethics Act and District Personnel Manual (“DPM”):

- ❖ Count One: Accepting and using a gift or donation...without the approval of the Mayor...in violation of D.C. Official Code § 1-1161.01(7)(G) and D.C. Official Code § 1-329.01.⁶
 - Respondent formed a 501(c)(3) non-profit organization called DC Robotics in order to, in part, avoid the slow turnaround time of the financial donation processes put in place by the Office of Partnerships and Grants and DCPS Central Office.
 - Respondent created and operated DC Robotics which accepted and expended donations outside the school system’s grant process and the District’s donations process.
- ❖ Count Two: ...Serving (with or without compensation) as an officer or director of an outside entity if there is any likelihood that such entity might be involved in an official government action or decision taken or recommended by the employee in violation of DPM § 1807.1(d).
 - Respondent created and operated DC Robotics, which accepted and expended donations outside the District’s grant and donations process.
 - According to the DC Department of Consumer and Regulatory Affairs online business entity search function, Respondent is the Registered Agent for DC Robotics.
 - The robotics programs in DCPS schools were funded by DCPS.
- ❖ Count Three: Serving in a representative capacity or as an agent or attorney for any outside entity involving any matter before the District of Columbia in violation of DPM § 1807.1(h).
 - Respondent served as the Registered Agent for DC Robotics, an organization that accepted donations to and expended funds for the District’s robotics programs outside the District’s donations process.

None of the above-referenced incidents were authorized by the District of Columbia.

Respondent accepted full responsibility for his actions. Respondent identified the following factors as mitigating circumstances to be considered by OGE in deciding upon an appropriate

⁶ D.C. Official Code § 1-329.01 is incorporated in the Code of Conduct by reference at D.C. Official Code § 1-1161.01(7)(G). Per § 1-329.01(a)(1) and (a)(2), District government entities may accept and use gifts or donations if “the Mayor approves the acceptance and use of the gift or donation” and “the entity uses the gift or donation to carry out its authorized functions or duties.” The Mayor has outlined the required donations process in Mayor’s Memorandum 2015-001.⁶ In that memo, Mayor Bowser delegated her authority to approve donations under the Donations Approval Act to the Office of Partnerships and Grants (“OPGS”), and mandated that each donation to a District agency, including independent agencies, be approved by the Director of OPGS or his or her designee.

remedy in this matter, which factors OGE took into consideration and gave such weight as OGE believed was warranted:

- Respondent attained the approval of the DC Robotics concept by the persons who were serving at the time as Manager of Career and Technical Education at DCPS, Deputy Chief Academic Officer of DCPS, Chief Academic Officer at DCPS, and Counsel for DCPS, and relied on those approvals.
- Respondent did not intend, at any point, to receive personal gain, nor did his actions result in any personal gain.
- During the relevant period, DCPS had not established a robotics program for all DCPS Schools. DC Robotics attempted to create the opportunity for all District schools to have access to a centralized, coordinated robotics program and to assist with training, planning, and mentorship within the STEM umbrella.
- Respondent's 501(c)(3), DC Robotics, was created to implement programs for any District-based school engaged in the promotion and development of science, technology, engineering, and math, not just schools within the DCPS system.
- Charitable donations from Respondent's 501(c)(3) have resulted in the successful growth and advancement of the District's youth toward higher education and employment in science, technology, engineering, and math.

Moreover, by agreeing to settle this matter via a negotiated disposition, Respondent will allow OGE to avoid expending significant time and resources to litigate this matter through a contested hearing, and to focus its finite resources on other investigations.

TERMS OF THE NEGOTIATED SETTLEMENT

Respondent acknowledges that his conduct violated the District Code of Conduct. Respondent agrees to be publicly reprimanded. Additionally, Respondent promises not to engage in such conduct in the future, and to attend a full ethics training within six months of re-engaging in District government employment should he return. 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. Accordingly, Respondent is hereby "REPRIMANDED".

Respondent acknowledges and understands that this Negotiated Disposition is only binding upon himself and OGE in resolution of his alleged violations of the Code of Conduct that applies to District government employees and public officials. Respondent acknowledges and understands that OGE does not have the authority to bind any other District or federal government agency to this agreement, including but not limited to the Metropolitan Police Department, the District of Columbia Office of the Attorney General ("OAG"), the United States Attorney for the District of Columbia ("USAO") or the United States Department of Justice ("DOJ"). Respondent further acknowledges and understands that notwithstanding the terms of this Negotiated Settlement, his conduct described hereinabove may also subject him to the imposition of civil and/or criminal penalties by other government agencies who are not bound by the terms of this agreement whatsoever.

[Redacted Signature]

Priest

6/18/19
Date

Respondent

Respondent agrees to be publicly reprimanded for his actions. Respondent agrees that this Negotiated Disposition is not just an admission of wrongdoing, but constitutes various factual admissions by him that may be used in any subsequent enforcement or judicial proceeding that may result from his failure to comply with this agreement. Respondent also understands that, pursuant to section 217 of the Ethics Act (D.C. Official Code § 1-1162.17), he has the right to appeal any order or fine made by the Ethics Board. Nonetheless, the Respondent knowingly and willingly waives his right to appeal the accompanying Board Order imposing a public reprimand in this matter in exchange for the concessions made by this Office in this Negotiated Disposition.

Respondent further understands that if he fails to adhere to this agreement, OGE 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 Ethics Board may impose sanctions up to the full statutory amount (\$5,000.00 per violation) as provided in the Ethics Act for each violation.⁷ Because the Office is, at this time, foregoing requesting that the Ethics Board hold an open and adversarial hearing on this matter, Respondent waives any statute of limitation defenses should the Ethics Board decide to proceed in that matter 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 therein.

[Redacted Signature]

A. Priest
Respondent

6/18/19
Date

Brent Wolfingbarger

Brent Wolfingbarger
Director of Government Ethics

7-2-2019
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 Chairperson below.

APPROVED:

Norma Hutcheson

Norma Hutcheson
Chairperson, Board of Ethics and Government Accountability
#17-0023-P
BW/ASM/IC

July 11, 2019
Date

⁷ Section 221(a)(1) (D.C. Official Code § 1-1162.21(a)(1)).

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



Office of Government Ethics

IN RE: A. Priest
Respondent

CASE No.: 17-0023-P

ORDER

Based upon the mutual representations and promises contained in the Negotiated Disposition approved by the Board herein on July 11, 2019, and upon the entire record in this case; it is, therefore

ORDERED that Respondent is officially reprimanded by the Board of Ethics and Government Accountability.

This Order is effective upon approval by the Board of Ethics and Government Accountability, as demonstrated by the signature of the Chairperson below.

Norma Hutcheson

NORMA HUTCHESON
Chair, Board of Ethics and Government Accountability

July 11, 2019

Date