

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



Office of Government Ethics

In Re: A. Vinson
Case No. 1705-001

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. Vinson. Respondent agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

FINDINGS OF FACT:

Respondent currently serves as a Support Specialist for DC Public Schools (“DCPS”); he has served in this position since approximately 2015. As Support Specialist for DCPS, Respondent manages three federally funded grants on behalf of DCPS: the SIG Grant, the Title 1 Grant, and the 1003(a) Grant. Specifically, Respondent’s job duties include, applying for grants funds, managing the implementation of the grant programs, event planning, and submitting requisition invoices.

In addition to his service as a District government employee, the Office of Government Ethics found evidence that Respondent owns and operates an event planning company called the [REDACTED] LLC.² Respondent founded the [REDACTED] LLC on September 14, 2016.³ Respondent has used his government work email account to plug his catering business to his colleagues. Respondent admitted, during an interview with OGE employees, that he regularly mentions his catering business to colleagues during his District government tour of duty. Beginning in August 2017, the Respondent, in his role as owner of the [REDACTED], entered into several contractual agreements with DCPS and ultimately profited a total of \$10,389 from that contractual relationship.

Additionally, email evidence shows that Respondent regularly used his government work email account to conduct business specifically related to the [REDACTED] LLC. Email evidence further shows that, on at least one occasion, Respondent used his government work email account to prompt a District government vendor to review the [REDACTED] website.

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 <https://egov.maryland.gov/BusinessExpress/EntitySearch/BusinessInformation/W17495003>

³ *Id.*

NATURE OF MISCONDUCT

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

- ❖ Count One: Using position and title...in a manner that the employee knows is likely to have a direct and predictable effect on the employee's financial interest in violation of D.C. Official Code § 1-1162.23(a).
 - On July 13, 2017, Respondent used his government work email account to prompt a District government vendor to review the website for the [REDACTED] LLC.
 - On at least three occasions, Respondent used his government work email account to plug his catering business to fellow District government colleagues.
 - Respondent admits to regularly mentioning his catering company to colleagues during work hours.
- ❖ Counts Two and Three: Failing to submit a full and complete financial disclosure statement in violation of D.C. Official Code § 1-1162.25(a)(1).
 - On April 12, 2017 Respondent submitted a 2016 Confidential Financial Disclosure Statement on which he failed to disclose his outside business activity with the [REDACTED], LLC and failed to respond to Questions 2, 3, 4, 5, and 6.
 - On May 1, 2018 Respondent submitted a 2016 Confidential Financial Disclosure Statement on which he failed to disclose his outside business activity with the [REDACTED], LLC.
- ❖ Count Four: Using government time or resources for other than official business, or government approved or sponsored activities in violation of DPM § 1807(b).
 - On March 27, 2017 Respondent used his government work email account to conduct the business of the [REDACTED] LLC.
 - On April 21, 2017 Respondent used his government work email account to conduct the business of the [REDACTED], LLC.
 - On July 26, 2017 Respondent used his government work email account to conduct the business of the [REDACTED], LLC.
 - On August 4, 2017 Respondent used his government work email account to conduct the business of the [REDACTED], LLC.
 - On October 5, 2017 Respondent used his government work email account to conduct the business of the [REDACTED] LLC.
 - On October 26, 2017 Respondent used his government work email account to conduct the business of the [REDACTED], LLC.
 - On November 27, 2017 Respondent used his government work email account to conduct the business of the [REDACTED], LLC.
 - On January 2, 2018 Respondent used his government work email account to conduct the business of the [REDACTED] LLC.
 - On February 28, 2018 Respondent used his government work email account to conduct the business of the [REDACTED], LLC.
 - On April 4, 2018 Respondent used his government work email account to conduct the business of the [REDACTED], LLC.
- ❖ Count Five: Engaging in...private business activity...which permits an employee, or others, to capitalize on his or her official title or position in violation of DPM § 1807(e).

- On all the dates noted in Count Four and herein incorporated by reference, Respondent used his government work email account and signature line to conduct the business of the [REDACTED] LLC, giving his catering company clients and employees the impression that his private business is somehow linked to the District government and thereby capitalizing on his position and title.
- ❖ Count Six: 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(h).
 - On at least five occasions, Respondent entered into contractual agreements with the District, as representative or agent of the [REDACTED] LLC.

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

Respondent accepted full responsibility for his actions and expressed remorse when meeting with OGE employees to resolve this matter. Respondent identified the following factors as mitigating circumstances to be considered by OGE in deciding upon an appropriate remedy in this matter, which factors OGE took into consideration and gave such weight as OGE believed was warranted:

- Making sure that the children who are educated by DCPS receive the best programs and resources possible

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 pay a total fine in the amount of **\$5,000.00**, to resolve these violations of the District Code of Conduct, in accordance with the following terms and conditions:

1. Respondent agrees to satisfy his fine (\$5,000.00) by tendering twenty-four (24) bi-weekly payments of \$208.33 to OGE, through automatic garnishment, beginning in his first pay period in December 2018, and continuing thereafter until the fine is satisfied;
2. Respondent agrees to attend a full OGE ethics training on or before November 1, 2019 and provide OGE with proof of attendance.
3. Respondent agrees to amend his 2017 Confidential Financial Disclosure Statement and his 2018 Confidential Financial Disclosure Statement so that the documents are true, accurate, complete, and correctly reflect his ownership interest in the [REDACTED] LLC.
4. Respondent agrees to respond truthfully and completely to each of the fifteen questions on all future Financial Disclosure Statements he is required to submit in the District.

Additionally, Respondent promises not to engage in such conduct in the future. 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.

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.


A  Vinson
Respondent

10/30/18
Date


Respondent agrees to pay the \$5,000.00 fine by having \$208.33 per consecutive pay period automatically deducted from his bi-weekly paycheck from the District government until the fine is satisfied. By this agreement, Respondent expressly authorizes the Office of Pay and Retirement Services ("OPRS") to make these deductions and to transfer such funds to the Board of Ethics and Government Accountability ("BEGA"). In the event that Respondent's employment with the District ceases prior to complete satisfaction of the fine amount, Respondent agrees that any outstanding fine amount will be satisfied by deduction in full from Respondent's final District government paycheck and/or any payment to the Respondent from the District government for unused annual leave. In the event that Respondent makes a payment towards the total amount of the fine outside of the automatic deduction from his paycheck, the Office will notify OPRS that the total amount due has been reduced, reducing the number of payments deducted from Respondent's paychecks, but not reducing the total fine amount due. Respondent acknowledges that whether or not OPRS completes these deductions described herein, Respondent is nonetheless solely responsible for satisfying the fine amount.

Respondent understands that if he fails to pay the full \$5,000.00 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 Negotiated Disposition 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 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 assessing the \$5,000.00 fine 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.⁴ 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.


A. Vinson
Respondent

10/30/18
Date

B. Wolfingbarger
Brent Wolfingbarger
Director of Government Ethics

10-30-2018
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:

Tameka Collier
Tameka Collier
Chairperson, Board of Ethics and Government Accountability

1 Nov 18
Date

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BW/ASM/IC/RC

⁴ Section 221(a)(1) (D.C. Official Code § 1-1162.21(a)(1)).