

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



Office of Government Ethics

In Re: C. Matthews
Case No. 21-0043-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, C. Matthews. Respondent agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

FINDINGS OF FACT:

Respondent serves as [REDACTED] at DC Public Schools (“DCPS”). As [REDACTED], Respondent [REDACTED] Respondent has served in this role for 11 years [REDACTED]

In a telephonic conversation with his direct supervisor, Respondent admitted to using a District Fleet share vehicle for personal use. Specifically, Respondent admitted that on several occasions he drove home the vehicle he uses to drive [REDACTED], outside his tour of duty and without the permission of a manager or supervisor. Respondent stated that he would take the Fleet share vehicle home when he had to [REDACTED] early in the morning; when his workday ended late in the evening; when he could not gain access to the lot where the vehicle was kept; and when he was tired and fatigued from his workday.

NATURE OF MISCONDUCT

Respondent violated the following provision of the District Personnel Manual (“DPM”):

- ❖ DPM § 1808.1, which states “[a]n employee has a duty to protect and conserve government property and shall not use such property or allow its use for other than authorized purposes.
 - Respondent stated that he drove a District Fleet Share vehicle to and from his home on multiple occasions, outside of his tour of duty.
 - Respondent stated that he did not have the permission of a manager or supervisor when he drove a District Fleet Share vehicle to and from his residence.

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.”

None of the above-referenced incidents were authorized by the District of Columbia. Respondent was suspended without pay for three days by his agency. In mitigation of his conduct, Respondent fully cooperated with our investigation and accepted full responsibility for his actions.

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 fine in the amount of **FIVE HUNDRED DOLLARS (\$500.00)**, as outlined below.

1. Respondent agrees to authorize the District of Columbia Office of Pay and Retirement Services ("OPRS") and/or the D.C. Treasurer to deduct payments of **\$100.00** from his bi-weekly paycheck and transfer such funds to the Board of Ethics and Government Accountability, commencing immediately and continuing until the entire fine amount is fully satisfied;
2. Respondent agrees that, in the event that his 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;
3. Respondent agrees that, whether or not OPRS completes these deductions as described herein, Respondent is nonetheless solely responsible for satisfying the fine amount. Payment will be accepted 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;
4. All outstanding amounts not paid against the fine will be due in full on or before September 2, 2022 (the "Maturity Date").

Additionally, Respondent agrees not to engage in such conduct in the future, and to attend a full ethics training within six months of date of this disposition. 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 violations of the Code of Conduct that applies to District government employees and public officials. Nonetheless, the Respondent knowingly and willingly waives his right to appeal the accompanying Board Order imposing a 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.²

² Section 221(a)(1) (D.C. Official Code § 1-1162.21(a)(1)).

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]

Respondent

08-28-2021
Date

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Ashley D. Cooks
Acting Director of Government Ethics

9/01/2021
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 B. Hutcheson

Norma Hutcheson
Chairperson, Board of Ethics and Government Accountability

9-2-21

Date

#21-0043-P
AC/RC/ASM

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

Office of Government Ethics



IN RE: C. Matthews
Respondent

CASE No.: 21-0043-P

ORDER

Based upon the mutual representations and promises contained in the Negotiated Disposition approved by the Board herein on September 2, 2021, and upon the entire record in this case; it is, therefore

ORDERED that Respondent pay a civil penalty in the amount of **FIVE HUNDRED DOLLARS (\$500.00)**.

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

A handwritten signature in black ink that reads "Norma B. Hutcheson".

NORMA HUTCHESON
Chair, Board of Ethics and Government Accountability

9-2-21

Date