

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



Office of Government Ethics

In Re: W [REDACTED] Lundy  
Case No.: 1034-002

NEGOTIATED DISPOSITION

Pursuant to section 221(a)(4)(E)<sup>1</sup> 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 (the “Office”) hereby enters into this Public Negotiated Disposition with the Respondent, W [REDACTED] Lundy. Respondent agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

I. FINDINGS OF FACT

Respondent is the former Associate Director for Administrative Support of the Office of the State Superintendent of Education (“OSSE”). During his tenure as an Associate Director, Respondent worked in the Division of Early Learning, which operates the early childhood education and Pre-K programs for the District. Respondent also had oversight of grants and budget management.

Respondent left the District government on November 19, 2014 and began working at the [REDACTED] later that month. Respondent is currently the Resource & Development Officer at [REDACTED] where he drafts applications for federal grants, recruits parents that need child care assistance, and performs training for parents.

On June 18, 2015, [REDACTED] submitted reimbursements 6, 7, 8 into the Enterprise Grants Management System which OSSE uses to manage its grant payments. On July 9, 2015, Respondent emailed an employee at OSSE regarding the reimbursements submitted in June. Respondent made subsequent calls and emails regarding the payment of reimbursements. On July 15, 2015, Respondent emailed an OSSE employee stressing the need for the funds by stating: “...this payment is critical to our operations as a community-based organization...” On July 16, 2015, OSSE began processing [REDACTED] payments.

II. NATURE OF VIOLATIONS

Respondent’s conduct is in violation of at least one section of the District Personnel Manual (“DPM”)<sup>2</sup>, as set forth below:

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<sup>1</sup> Section 221(a)(4)(E) 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.”

<sup>2</sup> The DPM is part of the Code of Conduct. (D.C. Official Code § 1-1161.01(7)(E)).

- ❖ **One:** Chapter 18, § 1811.10, which states: “A former employee (other than a special government employee who serves for fewer than one-hundred and thirty (130) days in a calendar year) shall be prohibited for one (1) year from having any transactions with the former agency intended to influence the agency in connection with any particular government matter pending before the agency or in which it has a direct and substantial interest, whether or not such matter involves a specific party.”

Respondent’s conduct was in violation of the DPM when he, on behalf of his current employer, on more than one occasion contacted OSSE and actively sought payment for the reimbursements submitted in June. In mitigation of his conduct, Respondent was forthcoming and cooperative.

### III. TERMS OF THE NEGOTIATED DISPOSITION

Respondent acknowledges that his conduct was in violation of the District Code of Conduct and that he should be, and hereby is, “**Censured**” for his conduct. Moreover, Respondent, as part of this agreement, agrees not to engage in such conduct in the future. In return for Respondent’s acknowledgement of this Censure and promise not to engage in such conduct in the future, this Office will not seek any further remedy or take any further action relating to the above-described misconduct.

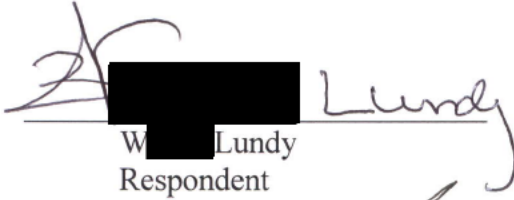
Respondent agrees that this Negotiated Disposition is not just an admission of misconduct, but constitutes various factual admissions that may be used in any subsequent Board of Ethics and Government Accountability (“BEGA”) enforcement or BEGA-initiated judicial proceeding that may result from his failure to comply with this agreement. Respondent agrees that BEGA will provide a copy of this Negotiated Disposition to the Office of the State Superintendent, which already is aware of this matter.

Respondent further understands that if he fails to adhere to this agreement, this 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 Ethics Board may impose sanctions up to the full statutory amount (\$5,000 per violation) as provided in the Ethics Act.<sup>3</sup> 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 Ethics Board decide to proceed in that manner as a result of Respondent’s breach of this agreement.

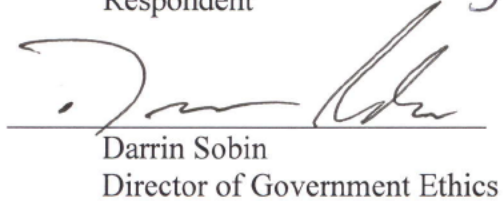
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<sup>3</sup> Section 221(a)(1) (D.C. Official Code § 1-1162.21(a)(1)).

The mutual promises outlined herein constitute the entire agreement in the above-titled action.  
By our signatures, we agree to the terms outlined herein.

  
W. Lundy  
Respondent

10-30-15  
Date

  
Darrin Sobin  
Director of Government Ethics

10/30/15  
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:  
  
Robert J. Spagnoletti  
Chairman, Board of Ethics and Government Accountability

11/5/15  
Date

#1034-002

DS/BF/TC