

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



Office of Government Ethics

In Re: C [REDACTED] Kee
Case No.: 1251-001

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

I. FINDINGS OF FACT

Respondent has been an employee of the Office of the State Superintendent for Education ("OSSE") since October 2013. As the State Performance Accountability Coordinator (also called the Career Technical Educational Coordinator), Respondent's duties concern a civil rights agenda, gender equity, work accountability, and compliance. Parts of Respondent's duties include acting as the liaison between OSSE and the National Association for Partnerships in Equity ("NAPE"). NAPE is an organization that encourages gender equity in schools. OSSE and NAPE are engaged in a pilot program at three schools in the District. Respondent is not involved in administering OSSE's contract with NAPE, but Respondent acts as the bridge between representatives from these schools and NAPE personnel to organize meetings and trainings. In early 2014, Respondent commenced an outside employment relationship with NAPE as a private consultant for the organization. As a consultant with NAPE, Respondent conducts professional development for teachers in schools and has developed an online curriculum for NAPE as well.

Respondent admits that he first met [REDACTED] the CEO of NAPE, in connection with NAPE's contract with OSSE and the pilot program of schools in DC in September or October of 2013. [REDACTED] Respondent, and Respondent's supervisor visited and identified schools that would be appropriate for the pilot program together. After this, [REDACTED] invited Respondent to a social event. At the event [REDACTED] told Respondent that NAPE was looking to hire private consultants, and Respondent said he was interested.

¹ 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."

Respondent was hired by NAPE as a private consultant, and attended four (4) NAPE conferences as a private consultant for it, all while he was still on duty for and receiving payment from the District Government. He did not take appropriate leave to attend three of these conferences and entered his time while at these conferences as "Regular Pay". He improperly took sick leave to attend one conference.

Respondent admits that on Thursday, January 9, 2014 and Friday, January 10, 2014, he attended the NAPE Education Foundation conference in Dallas, Texas, and that at this conference he participated in a "train-the-trainer" session with the NAPE Education Foundation. Respondent admits that he did not take appropriate leave to attend this conference.

Respondent admits that on Thursday, June 19, 2014, and Friday, June 20, 2014, he attended another NAPE Education Foundation conference in Albuquerque, New Mexico. He admits that he attended this training as a "consultant in training with NAPE Education Foundation," and that he received payment from the NAPE Education Foundation in the amount of \$1500.00 for his work at the conference. He did not take appropriate leave to attend this conference.

Respondent admits that on Monday, September 29, 2014, and Tuesday, September 30, 2014, he attended the Consultant Training put on by the Nape Education Foundation in Newport, Vermont. He admits that he attended this training as a "consultant in training for NAPE Education Foundation," and that he received payment from the NAPE Education Foundation in the amount of \$1000.00 for his work at the conference. He improperly took sick leave to attend this conference.

Respondent admits that on Monday, October 13, 2014, he attended another Consultant Training put on by the Nape Education Foundation in Austin, Texas. He admits that he attended this training as a "consultant in training for NAPE Education Foundation," and that he received payment from the NAPE Education Foundation in the amount of \$500.00 for his work at the conference. He did not take appropriate leave to attend this conference.

Finally, Respondent admits that he had a private contract with NAPE from July 1, 2014 to December 31, 2014, to develop an online tutorial as a subject matter expert. He was paid \$4,000.00 for this work.

Respondent states that he has not done any work for NAPE in the approximately two to three months leading up to this negotiated disposition.

II. NATURE OF MISCONDUCT

Respondent violated the following provisions of the Code of Conduct, as set forth below:

- **Count One:** Engaging in outside employment, private business activity, or other interest which permits an employee, or others, to capitalize on his or her official title or position.

Respondent violated District Personnel Manual ("DPM") § 1807.1(e)² in that Respondent engaged in outside employment with NAPE, and this outside employment occurred as a direct result of Respondent's relationship with a person he met in the course of his employment with OSSE as State Performance Accountability Coordinator.

- **Count Two:** Using government time or resources for other than official business, or government approved or sponsored activities.

Respondent violated DPM § 1807.1(b)³ in that Respondent attended a conference in Albuquerque, New Mexico on June 19, 2014, and June 20, 2014, in his capacity as a private consultant for his outside employer, NAPE, and was paid \$1500.00 by NAPE to attend this conference, but was still paid by the District government for sixteen hours of regular pay on those dates.

- **Count Three:** Using government time or resources for other than official business, or government approved or sponsored activities.

Respondent violated DPM § 1807.1(b) in that Respondent attended a conference in Newport, Vermont on September 29, 2014, and September 30, 2014, in his capacity as a private consultant for his outside employer, NAPE, and was paid \$1000.00 by NAPE to attend this conference, but was still paid by the District government for sixteen hours of sick leave on those dates.

- **Count Four:** Using government time or resources for other than official business, or government approved or sponsored activities.

Respondent violated DPM § 1804.1(b)⁴ in that Respondent attended a conference in Dallas, Texas, on January 9, 2014, and January 10, 2014, in his capacity as a private consultant for his outside employer, NAPE, but was still paid by the District government for sixteen hours of regular pay on those dates.

² DPM § 1807.1(e) provides that "[a]n employee may not engage in any outside employment or other activity which is not compatible with the full and proper discharge of his or her duties and responsibilities as a government employee. Activities or actions which are not compatible with government employment include, but are not limited to, the following: ...[e]ngaging in any outside employment, private business activity, or interest which permits an employee, or others, to capitalize on his or her official title or position...."

³ DPM § 1807.1(b) provides that "[a]n employee may not engage in any outside employment or other activity which is not compatible with the full and proper discharge of his or her duties and responsibilities as a government employee. Activities or actions which are not compatible with government employment include, but are not limited to, the following: ...[u]sing government time or resources for other than official business, or government approved or sponsored activities...."

⁴ The current District Personnel Manual was amended upon publication of the final rulemaking in the D.C. Register on April 11, 2014. Prior to that date the DPM contained outside employment restrictions that were applicable to District government employees. The old DPM § 1804.1(b) stated that "[a]n employee may not engage in any outside employment or other activity which is not compatible with the full and proper discharge of his or her duties and responsibilities as a government employee. Activities or actions which are not compatible with government employment include, but are not limited to, the following: ...[u]sing government time or resources for other than official business, or government approved or sponsored activities...."

III. TERMS OF THE NEGOTIATED DISPOSITION

Respondent acknowledges that his conduct was in violation of the District Code of Conduct in that he capitalized on his official position with OSSE and OSSE's relationship with NAPE to obtain a position with NAPE as a private consultant, and that he used his government time and the government's resources in terms of his email and time/leave, for other than official District business and other than authorized purposes when he attended conferences as a private consultant for NAPE and did not take appropriate leave to attend said conferences. Respondent agrees to pay a fine in the amount of **\$15,000** and promises not to engage in such conduct in the future. In return for Respondent's acknowledgement and promise, the Office will not seek any further remedy or take any further action relating to the above misconduct.

Respondent agrees to pay the \$15,000 fine in payments as follows. The first payment, in the amount of \$1,500 will be made by close of business on March 30, 2015. The remaining \$13,500 shall be paid as follows: \$3,375 on June 1, 2015, \$3,375 on September 1, 2015, \$3,375 on January 4, 2016, and \$3,375 on March 1, 2016. Payment will be accepted by money order, made out to the D.C. Treasurer, and provided to the Office of Government Ethics.

Respondent also understands that if he fails to pay the **\$15,000** fine in the manner and within the time limit provided above, 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 further understands that if he 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 Ethics Board may impose sanctions up to the full statutory amount (\$5,000 per violation) as provided in the Ethics Act for each violation.⁵ 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 manner as a result of Respondent's breach of this agreement.

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


C. Kee

3/16/15
Date

⁵ Section 221(a)(1) (D.C. Official Code § 1-1162.21(a)(1)).

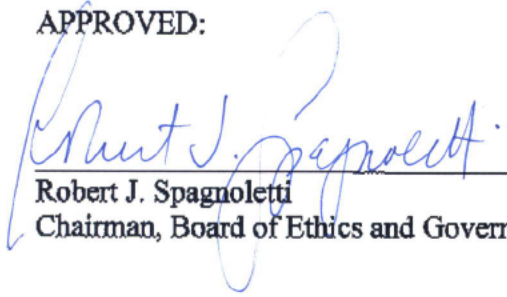


Darrin Sobin
Director of Government Ethics

3/18/15
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

4/2/15
Date

#1251-001

cp/yb/ds