

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



Office of Government Ethics

In Re: A [REDACTED] Hinnant  
Case No.: 1304-001

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

I. FINDINGS OF FACT

Respondent was an employee of the District of Columbia Public Schools ("DCPS") for fifteen (15) years. His most recent position with DCPS was Interim Director of School Security. Respondent held this position from July 2012 through January 16, 2015, the date he retired. As Interim Director of School Security, he oversaw the day to day security in DCPS schools, which included the operations of the uniform division and working with the Metropolitan Police Department ("MPD") and the company they had contracted with to perform additional security, Allied Barton ("Allied"). Respondent was considered the client on that contract, although MPD held the contract and an MPD employee was the Contract Administrator. Allied had a subcontractor on the contract to provide school security as well, Security Assurance Management ("SAM").

In July 2014 Respondent indicated that he told the Deputy Chancellor of DCPS that July 31, 2014 would be his last day. However, per DCPS' request, Respondent stayed on as Interim Director of School Security until a replacement was found, which did not occur until late December 2014. During the time between when he told DCPS of his decision to leave and his actual retirement date, Respondent asked a SAM employee if SAM had any consulting positions available. The SAM employee told Respondent that SAM did need assistance maintaining compliance with the contract and making sure SAM's officers did their jobs.

Respondent admitted that he began working for SAM as a consultant in approximately the first or second week of February 2015, less than a month after retiring from his position as Interim

<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."

Director of School Security. Respondent told the President of SAM he did not intend to work full-time, thus, Respondent worked for SAM 2-3 hours day, and did not work every week day.

On one (1) occasion in 2015, Respondent attended the monthly contractors meeting with the President of SAM. This meeting dealt with the school security contract, and all parties to the school security contract, the Metropolitan Police Department, DCPS, Allied, and SAM, were in attendance. Respondent indicated that usually representatives from SAM did not attend this meeting, but a new person had been hired at MPD who would be working on the contract and this individual wanted everyone who was part of the contract to meet. The President of SAM asked Respondent to come with him to the meeting because Respondent would know everyone at the meeting due to his previous involvement in the meetings. Respondent admitted that he did attend these monthly contractor meetings, though sporadically, during his tenure as Interim Director of School Security for DCPS.

## II. NATURE OF MISCONDUCT

Respondent's conduct is in violation of one (1) section of the District's Code of Conduct, as set forth below:

- ❖ **One:** District Personnel Manual ("DPM") Chapter 18, § 1811.3, which states: "A former government employee shall be permanently prohibited from knowingly acting as an attorney, agent, or representative in any formal or informal appearance before an agency as to a particular government matter involving a specific party if the employee participated personally and substantially in that matter as a government employee."

Respondent's conduct, acting as a representative of SAM in an appearance before his former agency, DCPS, at the monthly contractors meeting, on a particular government matter, the school security contract with Allied, that he participated personally and substantially in as Interim Director of School Security for DCPS, a beneficiary of the school security contract, was a violation of the District Personnel Manual, specifically § 1811.3.

## III. TERMS OF THE NEGOTIATED DISPOSITION


Respondent acknowledges that his conduct was in violation of the District Code of Conduct in that he knowingly acted as a representative of an outside entity in an appearance before a District agency as to a particular government matter involving a specific party, that he himself participated personally and substantially in as a government employee. Respondent agrees to pay a fine in the amount of **\$500.00** 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 understands that the **\$500.00** fine is due upon the full execution of this Public Negotiated Disposition. 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 **\$500.00** 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

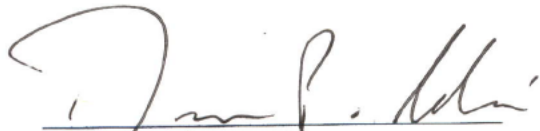
Code § 1-1162.21(a)(5)(A)), the Ethics Board may file a petition in the Superior Court of the District of Columbia for enforcement of this Negotiated Disposition and the accompanying Board Order assessing the fine. Respondent agrees that this Negotiated Disposition is not just an admission of wrongdoing, 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.<sup>2</sup> 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.

  
A. Hinnant

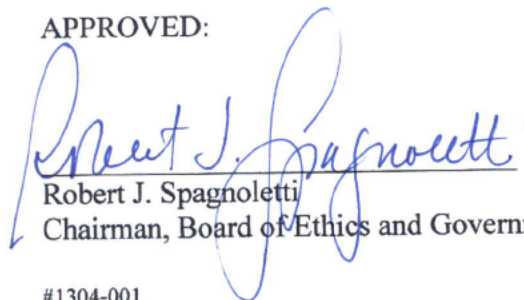
Apr 28, 2015  
Date

  
Darrin P. Sobin  
Director of Government Ethics

4/28/15  
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

5/7/15  
Date

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<sup>2</sup> Section 221(a)(1) (D.C. Official Code § 1-1162.21(a)(1)).