

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



Office of Government Ethics



In Re: D. Neal  
Case No.: 23-0074-P

NEGOTIATED DISPOSITION

Pursuant to section 221(a)(4)(A)(v)<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 -12 4, D.C. Official Code § 1 -116 1.01 *et seq.*), the Office of Government Ethics (“the Office” or “OGE”) hereby enters this Negotiated Disposition with the Respondent, D. Neal. Respondent agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

I. FINDINGS OF FACT

Respondent serves as the principal at Alice Deal Middle School (“Deal”), a DC Public School (“DCPS”). Respondent is responsible for managing instruction, culture and climate, and family engagement at Deal. In an interview with OGE staff, Respondent admitted to accepting a spa trip to New Mexico from two Deal parents.

Respondent stated that in or about February 2019 she was having a conversation with two parents and stated that she hadn’t taken a vacation because she was busy. According to statements made by Respondent, the parents offered to pay for Respondent to go on a vacation, however, Respondent declined, citing a prohibition against parents paying for her to go on vacation. The parents suggested that, in lieu of paying for the trip directly, they could set it up using one parent’s airline mileage and the other parent’s spa voucher. Respondent accepted this, believing it to be acceptable under the gift rules. According to Respondent, she did not solicit the offer from the parents.

In February 2019 Respondent took the flight paid for with a parent’s miles and visited the spa using the other parent’s voucher. When asked whether she paid any out-of-pocket expenses during the trip, Respondent answered in the negative. When asked whether the children of the parents who paid for her trip were still at Deal, Respondent confirmed that they were not, since the trip occurred in 2019 and children generally remain at Deal for three years. Respondent estimates that the trip cost around \$800.00.

II. NATURE OF VIOLATIONS

Respondent’s conduct is in violation of Chapter 18 of the District Personnel Manual (“DPM”), as set forth below:

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<sup>1</sup> Section 221(a)(4)(A) 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.”

- ❖ Directly or indirectly accepting a gift from a prohibited source in violation of DPM § 1803.2(a).
  - In February 2019, Respondent accepted a free trip from the parents of the children who she is responsible for and has authority over in her official capacity as principal. Respondent makes important decisions about the children who attend Deal. Therefore, the parents from whom she accepted the gifts<sup>2</sup> were prohibited sources since they have interests that may be substantially affected by Respondent's performance or nonperformance of her official duties.<sup>3</sup>

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

Respondent admits that her actions, described herein, violated the District's Code of Conduct and enters into this negotiated disposition to facilitate a resolution of this violation. Respondent waives their right to proceed to an adversarial hearing in this matter and voluntarily, knowingly, and understandingly consents to the Board's imposition of a fine against her in this matter. 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.

**III. TERMS OF THE NEGOTIATED DISPOSITION**

Respondent admits that her conduct violated the District's Code of Conduct. Respondent agrees to pay a total fine in the amount of **\$800.00** to resolve this matter, in accordance with the following terms and conditions:

1. Respondent agrees to payments in the amount of \$100.00 via automatic deduction from Respondent's paycheck, commencing on October 1, 2023, and continuing the 1st day of every month;
2. 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;
3. In the event that Respondent's employment with the District government 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

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<sup>2</sup> Pursuant to DPM § 1803.4(a), a gift is defined as any gratuity, favor, discount, entertainment, hospitality, loan, forbearance, or other item having monetary value. It includes services as well as gifts of training, transportation, local travel, lodgings and meals, whether provided in-kind, by purchase of a ticket, payment in advance, or reimbursement after the expense has been incurred.

<sup>3</sup> Pursuant to DPM § 1803.4(b), a prohibited source is any person or entity who: (1) Is seeking official action by the employee's agency; (2) Does business or seeks to do business with the employee's agency; (3) Conducts activities regulated by the employee's agency; (4) *Has interests that may be substantially affected by performance or nonperformance of the employee's official duties*; or (5) Is an organization in which the majority of its members are described in subparagraphs (1) through (4) of Chapter 18 of the DPM (emphasis added).

government for unused annual leave;

4. Respondent agrees to satisfy the entire fine amount by February 1, 2024;
5. Respondent acknowledges that, whether OPRS completes these deductions as described herein, Respondent is nonetheless solely responsible for satisfying the fine and restitution. 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 or by electronic payment at <https://dcwebforms.dc.gov/pay/bega1/> using transaction ID 23-0074-P;
6. The total fine amount shall be due in full on or before February 1, 2024 (the "Maturity Date").
7. Respondent agrees to attend ethics training within six months (no later than March 1, 2024) of execution of this agreement.

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 understands that if she fails to pay the full **\$800.00 fine** in accordance with the terms set forth here, 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 failure to pay the fine amount will result in collection action. Respondent further understands that if she 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.<sup>4</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 matter as a result of Respondent's breach of this agreement.

The mutual promises outlined within 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.

  
D. NEAL  
Respondent

9/13/2023  
Date

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ASHLEY COOKS  
Director of Government Ethics

9/14/2023  
Date

<sup>4</sup> Section 221(a)(1) (D.C. Official Code § 1-1162.21(a)(1)).

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:**



9/14/23

NORMA HUTCHESON  
Chairperson, Board of Ethics and Government

Date

#23-0074-P  
AC/ASM

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



Office of Government Ethics

IN RE: D. Neal

Respondent

CASE No.: 23-0074-P

**ORDER**

Based upon the mutual representations and promises contained in the Negotiated Disposition approved by the Board on September 14, 2023, and upon the entire record in this case; it is, therefore:

ORDERED that Respondent pay a civil penalty in the amount of Eight Hundred Dollars (\$800.00);

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  
Chairperson, Board of Ethics and Government Accountability

9/14/2023

Date