

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



Office of Government Ethics

In Re: R. Broadnax

Case No. 23-0075-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, R. Broadnax. Respondent agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

FINDINGS OF FACT:

Respondent has served as a District government employee since November 2021. Respondent is a Board Administrator for the Board of Barber and Cosmetology at the District of Columbia Department of Licensing and Consumer Protection (“DLCP”). As a Board Administrator, Respondent is a full-time District government employee, and his tour of duty is from 8:30am to 5:00pm, Monday through Friday.

As part of his official D.C. Government duties, Respondent coordinates the Board of Barber and Cosmetology’s monthly meetings, and reviews licensure applications. Respondent also ensures that applicants have the necessary credentials, such as school credits or a licensure from another state, before applying for their Washington, D.C. license.

Since 2008, Respondent has owned a business which provides barber and cosmetology license exam preparation. The business began with in-person courses but transitioned to an online platform during the pandemic. In March 2019, Respondent petitioned the Board of Barber and Cosmetology for approval and guidance to transition the exam preparation business to an online platform. The Board of Barber and Cosmetology extended approval for Respondent to work with the state secretary to put the program together. The courses offered by Respondent’s business are designed to take place after official barber or cosmetology school to aid in passing the licensing exam.

On at least two occasions, Respondent sent emails to and from his District government email account regarding his barber and cosmetology examination preparation business. Respondent sent thirteen emails from his official DLCP email account offering his online business to applicants of DLCP to assist in preparation for licensing exams or providing password/credential information for his examination preparation website. Respondent used licensure applicant’s contact

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.”

information to send emails offering his services. The emails included hyperlinks which opened to both the official exam site and Respondent's online business.

An email dated Monday, October 31, 2023, reads:

I am Dr. Broadnax, Administrator for the DC Board of Barber and Cosmetology. I noticed you are having difficulty passing the Theory exam for the Manager License. I would like to suggest a website which may be helpful in reviewing and preparing for the test. The site is set up much like the exam with multiple choice questions to help familiarize yourself with the answers. The great thing about the site is it functions in the same (*sic*) and the questions are very similar in phrasing as the Theory exam.

I hope this will help you in passing the exam and obtaining your manager license.

Respondent's online classes cost from \$40 to \$75 per class. Respondent stated that he was not previously advised that he was restricted from promoting his business during work hours and through his official email, and mistakenly believed that because the business was approved by the Board of Barber and Cosmetology that he was able to disseminate information about the business in his official duty. Respondent stated that had he known or was advised of the restrictions, that he would not have conducted this activity during his official tour of duty and through his official email.

NATURE OF MISCONDUCT

Respondent violated the following provision of the District Personnel Manual ("DPM").

Count One: Using government time or resources for other than official business, or government approved or sponsored activities in violation of DPM § 1807.1(b).²

- Respondent violated this rule by sending multiple emails from his official DLCP email account, during his tour of duty, offering his online business to applicants of DLCP to assist in preparation for licensing exams.

Count Two: Engaging in any outside employment, private business activity, or interest which permits an employee, or others, to capitalize on her official title or position in violation of DPM § 1807.1(e).

- Respondent violated this rule by using his official email account which includes his official title, during his tour of duty, and soliciting business from known DLCP applicants.

Count Three: Divulging any official government information to any unauthorized person or in advance of the time prescribed for its authorized issuance, or otherwise making use of or permitting others to make use of information not available to the general public in violation of DPM § 1807.1(f).

² DPM § 1807.1(b) states that [a] District government employee shall not engage in any outside employment or other activity incompatible with the full and proper discharge of his or her duties and responsibilities. Activities or actions that are not compatible with government employment include... [u]sing government time or resources for other than official business, or government approved or sponsored activities..."

- Respondent violated this rule by using application information that he was privy to or had access to because of his official duties.

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

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's Code of Conduct. Respondent agrees to pay a fine in the amount of **FIVE THOUSAND DOLLARS** (\$5,000.00), as outlined below.

1. Respondent agrees to payments in the amount of \$250.00 via automatic deduction from Respondent's paycheck, commencing by November 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 government for unused annual leave;
4. Respondent agrees to satisfy the entire fine amount by September 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 23-0075-P;
6. The total fine amount shall be due in full on or before September 1, 2024 (the "Maturity Date").
7. Respondent agrees to attend ethics training no later than December 1, 2024.

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, send any unpaid fine amount to collections or 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.³ Because OGE 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.


 **Broadnax**
Respondent


10/2/23
Date


Ashley D. Cooks
Director of Government Ethics

10/4/23
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 Hutcheson
Chairperson, Board of Ethics and Government Accountability
#23-0075-P
AC/ME

10/5/2023
Date

³ Section 221(a)(1) (D.C. Official Code § 1-1162.21(a)(1)).

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



Office of Government Ethics

IN RE: [REDACTED] Broadnax
Respondent

CASE No.: 23-0075-P

ORDER

Based upon the mutual representations and promises contained in the Negotiated Disposition approved by the Board herein on October 5, 2023, and upon the entire record in this case; it is, therefore ORDERED that Respondent pay a civil penalty in the amount of **FIVE THOUSAND DOLLARS** (\$5,000.00).

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". The signature is written in a cursive, flowing style.

10/5/23

NORMA HUTCHESON
Chair, Board of Ethics and Government Accountability

Date