

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



Office of Government Ethics

In Re: C. Mischel  
Case No. 23-0102-P

**NEGOTIATED DISPOSITION:**

Pursuant to section 221 (a)(4)(E) 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 this public negotiated settlement agreement with the Respondent, C. Mischel. Respondent agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

**FINDINGS OF FACT:**

Respondent has been a District government employee since 2019. Respondent is employed as a Building Code Inspector III (Green) for the District of Columbia Department of Buildings ("DOB"). Respondent is a full-time District government employee, and her tour of duty is 8:00am to 4:30pm, eastern standard time. In addition to her District government employment, Respondent began working, full-time, virtually at a private company, as a Senior Manager in May 2022. Her hours at the private company were from 9:00am to 5:00pm pacific time; however, she only had to be available to the company for four (4) hours during that time frame.

In an interview with OGE, Respondent admitted to maintaining a second full-time virtual job with the private company. She stated that she occasionally conducted meetings for the private company during the 30-minute lunch break of her District government tour of duty, and that these meetings would last 30 to 45 minutes. Respondent claims that the meetings caused a 15 minutes overlap with her official duties, nonetheless Respondent's tour of duty for the private company conflicted with her District government employment. To be available to the private company for four hours, Respondent claims that she started her shift at 1:30pm pacific time (4:30pm eastern standard time). Respondent stated that she schedules her daily District government duties independently and starts her work at 7:00am eastern standard time and completes her District government duties at 4:00pm eastern standard time. However, Respondent's official District government tour of duty is 8:00am to 4:30pm eastern standard time. Respondent claims that she has liberty to flex her schedule with the private company and stated that she works to prevent overlap with her official government duty. Respondent did not use any appropriate leave or leave without pay to conduct her duties at the private company.

**NATURE OF MISCONDUCT**

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

**Count One:** Engaging in any outside employment, private business activity, or other interest that is reasonably likely to interfere with the employee's ability to perform his or her job, or which may impair the efficient operation of the District government in violation of DPM § 1807.1(a).

- Respondent violated this rule when she regularly conducted meetings for the private company during her official District government tour of duty.

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

- Respondent violated this rule when she conducted duties and responsibilities daily for the private company during her District government tour of duty.

**Count Three:** Engaging in outside employment or activities, including seeking or negotiating for employment, that conflicted with Respondent's official government duties and responsibilities in violation of District Personnel Manual ("DPM") § 1800.3(j).

- Respondent violated this rule when she sought full-time outside employment with overlapping time with her official tour of duty. Respondent accepted employment with the private company which included a tour of duty from 9:00am to 5:00pm pacific time while her District government tour of duty was 8:00am to 4:30pm, eastern standard time.

Respondent fully cooperated with OGE and accepted full responsibility for her actions. None of the above-referenced conduct was 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

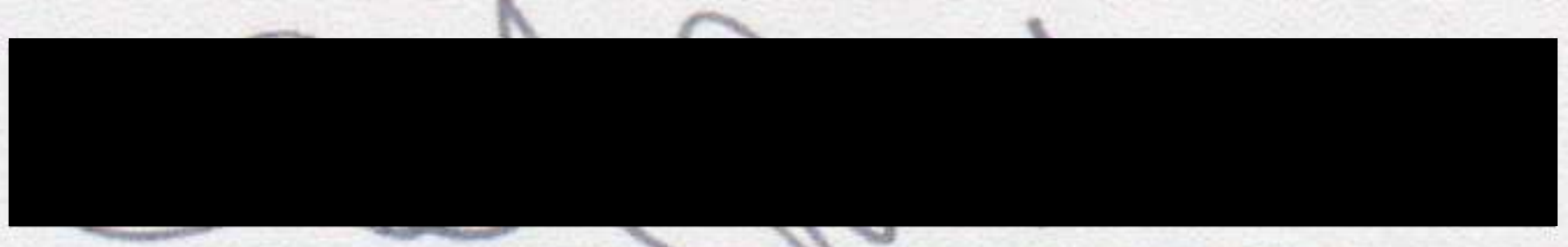
Respondent acknowledges that her conduct violated the District's Code of Conduct. Respondent agrees to pay a fine in the amount of **SEVEN THOUSAND DOLLARS (\$7,000.00)**, as outlined below.

1. Respondent agrees to pay a fine in the amount of \$7,000.00 by April 30, 2024, with three payments via certified check or money order, made out to the D.C. Treasurer, delivered to and received by OGE at 1030 15th Street NW, Suite 700, Washington, DC 20005 or by electronic payment at <https://dcwebforms.dc.gov/pay/bega1/> using transaction ID 23-0102-P;
2. Respondent agrees to make the first payment of \$2,333.33 on February 2, 2024, the second payment on March 1, 2024, and satisfy the entire fine amount on or before April 30, 2024 (the "Maturity Date");
3. In the event that Respondent fails to make any of the above payments, Respondent agrees that the Office of Pay and Retirement Services will make biweekly deductions of \$269.00 from Respondent's paycheck;
4. 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;
5. Respondent acknowledges that, whether the Office of Pay and Retirement Services completes these deductions as described herein, Respondent is nonetheless solely responsible for satisfying the fine;
6. Respondent agrees to attend ethics training no later than February 1, 2024.

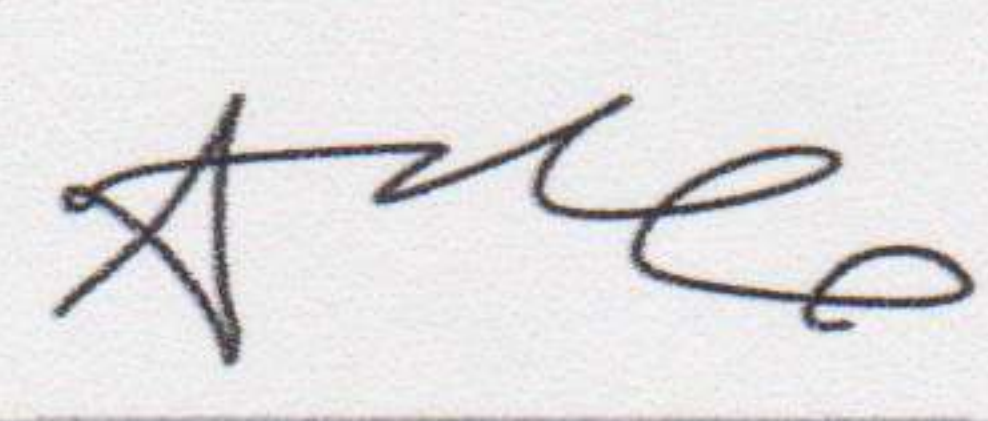
In consideration of Respondent's acknowledgement and agreement, OGE will seek no further remedy and will take no further action related to the above misconduct. Respondent knowingly and willingly waives her right to appeal the accompanying Board Order imposing a fine in this matter in exchange for the concessions made by this Office in this Negotiated Disposition.

Respondent understands that if she fails to pay the full **\$7,000 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. 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 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.

  
Mischel  
Respondent

1/8/24  
Date

  
Ashley D. Cooks

1/10/24  
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*

*1-11-24*

**Norma Hutcheson**

Date

Chairperson, Board of Ethics and Government Accountability

#22-0102-P

AC/ME

□

441 4<sup>th</sup> Street, N.W., Suite 830 South, Washington, D.C. 20001, Tel. (202) 481-3411

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

Office of Government Ethics

<b>IN RE: [REDACTED] Mischel</b>  <b>Respondent</b>	<b>CASE No.: 23-0102-P</b>
---	----------------------------

**ORDER**

Based upon the mutual representations and promises contained in the Negotiated Disposition approved by the Board herein on January 11, 2024, and upon the entire record in this case; it is, therefore

ORDERED that Respondent pay a civil penalty in the amount of **SEVEN THOUSAND DOLLARS (\$7,000.00)**.

This Order is effective upon approval by the Board of Ethics and Government Accountability, as demonstrated by the signature of the Chairperson below.

*Norma Hutcheson*

*1-11-24*

**NORMA HUTCHESON**

Date

Chair, Board of Ethics and Government Accountability

441 4<sup>th</sup> Street, N.W., Suite 830 South, Washington, D.C. 20001, Tel. (202) 481-3411