

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



In Re: A. Chapman
Case No. 24-0009-F

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

FINDINGS OF FACT:

Respondent was employed as a Paralegal Specialist with the Office of the General Counsel (“OGC”) for District of Columbia Public Schools (“DCPS”). She maintained employment with DCPS for fifteen (15) years. Her job responsibilities included providing legal support to attorneys with respect to civil litigation, the Freedom of Information Act (“FOIA”), subpoenas, and Level 1 appeal responses. She also supported various program areas related to special education and performed other duties as assigned. Respondent was a full-time DCPS employee. Respondent worked an alternative work schedule and was required to work 9 hours for eight days and 8 hours for one day, with a day off per pay-period. Respondent adhered to an office teleworking agreement which provided that she works in-office for three days per week and telework the remaining two days. Respondent’s telework days were Tuesdays and Thursdays.

OGE’s investigation revealed that Respondent falsified her in-office hours on her timesheet. Beginning November 1, 2022, until July 25, 2023, Respondent reported that she worked a full nine (9) hour day in-office. However, OGE obtained Respondent’s office badge scans which showed that Respondent worked, at most, five (5) to six (6) hours in-office on her required days. OGE obtained witness testimony and garage badge scans that corroborated this as well.

Respondent claimed that she would start her workday around 7:30 a.m., prior to reporting to the office, and reported that she would generally work until after 6:00 p.m. on most nights. The record of correspondence regarding Respondent’s emails and drafted work product does not establish that she worked outside of her tour of duty. According to Respondent, OGC employees like Respondent were given significant flexibility in adhering to the telework schedule.

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.”

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



In response to a proposed removal based on her attendance, Respondent obtained office badge scans of fellow DCPS employees located on the 10th Floor of the Office of the General Counsel. On or about December 2023, Respondent called and emailed a representative for Datawatch² to obtain the documents, which consisted of 168 pages of entry and exit records for fellow DCPS OGC employees spanning from November 1, 2022, until April 30, 2023. Respondent wished to obtain these documents in hopes of proving that her colleagues had not worked full nine (9) hour days in-office. Respondent requested that the documents be sent to her personal Gmail account. When the Datawatch representative asked for verification of her employment with DCPS using her government email, Respondent informed the representative that she could provide a paystub instead because she was on leave. However, Respondent failed to disclose that she was placed on paid administrative leave while awaiting a final decision about her termination. Respondent was not authorized to request documents or information on behalf of the District when she made the request. Respondent was ultimately successful in obtaining the badge scans from Datawatch.

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. District Personnel Manual (“DPM”) § 1807.1(b).

- Respondent violated this rule when she falsified her time sheet, reporting that she worked a full (9) hour *in office* day between the period of November 1, 2022, and July 25, 2023.

Count Two: An employee has a duty to protect and conserve government property and shall not use such property, or allow its use, for other than authorized purposes. District Personnel Manual (“DPM”) § 1808.1.

- Respondent violated this rule when she obtained Datawatch scans for DCPS employees under false pretenses.

None of the above-referenced conduct was authorized by the District of Columbia and Respondent’s conduct offends the very fabric of the government’s integrity and accountability.

² Datawatch is the key-card system used by District government employees when entering and exiting their respective office buildings.

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



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.

Respondent admits her conduct but denies any intent to violate the Code of Conduct. She acknowledges that her access was not authorized but maintains that it was not under false pretenses or for any nefarious purpose, nor was the information obtained ever exposed to the public or any unauthorized persons.

TERMS OF THE NEGOTIATED SETTLEMENT

Respondent acknowledges that her conduct was a violation of the Code of Conduct. Respondent agrees to pay a fine in the amount of \$4,000.00 to resolve this violation of the District Code of Conduct, in accordance with the following terms and conditions:

Respondent further agrees to pay a fine in the amount of FOUR THOUSAND DOLLARS (\$4,000.00), as outlined below.

1. Respondent agrees to make a lump sum payment of \$2000 on December 1, 2024 via certified check or money order, made out to the D.C. Treasurer, delivered to and received by BEGA at 1030 15th Street NW, Suite 700, Washington, DC 20005 or by electronic payment at <https://dcwebforms.dc.gov/pay/bega1/24-0009-F>. Subsequently, Respondent agrees to make payments in the amount of \$250 monthly, continuing on the 1st day of every month until the entire fine amount is fully satisfied;
2. Respondent agrees to satisfy the entire fine amount on or before September 1, 2025 (the "Maturity Date");

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 **\$4,000 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

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



up to the full statutory amount (\$5,000.00 per violation) as provided in the Ethics Act for each violation.³ 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.



A **Chapman**
Respondent

11/12/2024
Date




Ashley D. Cooks
Director of Government Ethics

11/14/2024
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
#24-0009-F
AC/FV

11/14/2024
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



IN RE: A [REDACTED] CHAPMAN

Respondent

CASE No.: 24-0009-F

ORDER

Based upon the mutual representations and promises contained in the Negotiated Disposition approved by the Board herein on November 14, 2024, and upon the entire record in this case; it is, therefore

ORDERED that Respondent pay a civil penalty in the amount of **FOUR THOUSAND DOLLARS** (\$4,000.00).

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
Chair, Board of Ethics and Government Accountability

__11/14/2024__
Date