

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

OFFICE OF GOVERNMENT ETHICS



In Re: M. Scott
Case No.: 24-0039-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, M. Scott. Respondent agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

FINDINGS OF FACT

The Respondent has been a District employee since September 7, 2014, and currently serves as the Chief Operating Officer for the District of Columbia’s Office of Contracting and Procurement (“OCP”). As part of his duties, he directly oversees the OCP Human Resources (“HR”) Department. On December 8 and December 9, 2022, OCP participated in the District’s “Virtual DC Government Winter Hiring Event”. This office’s investigation revealed that the OCP Human Resources Department asked OCP staff to make recommendations and referrals of potential candidates. BEGA also discovered that during the hiring fairs some staff members had concerns about candidates who they believed were qualified and who had not been contacted for an interview, and candidates who they believed to be unqualified and who had been contacted for an interview. The Respondent stated that he made several requests for interviews for qualified applicants because of this.

The Respondent referred several candidates to the OCP HR Department for consideration to participate in the event. The referrals were individuals who the Respondent met at different youth and community program events throughout the District. Among the referrals made by the Respondent was the son of an OCP Chief Contracting Officer (“Employee”). Respondent and the Employee shared a personal relationship because they started working at OCP around the same time. BEGA discovered that the Employee’s son was not selected for an interview prior to the start of the Hiring Fair, but that the son was a qualified candidate in part because he performed his work duties to the standard required for the job while employed with OCP as a contractor. Respondent referred Employee’s son at the end of day one of the job fair. On day two of the job fair, the Employee’s son was scheduled for an interview at the

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.”

request of the Respondent. That same evening the son was interviewed and provided a contingent offer of employment.²

The following events occurred leading up to Employee's son receiving an offer of employment. Specifically, on December 8, 2022, at 11:55am Respondent received a text message from Employee who was inquiring about her son getting an interview for a job within the Agency. The text message exchange was as follows:

OCP Employee: *Hey [M. Scott]. Hope all is well. [Employee Son's Name] registered for the job fair but didn't get an interview. Any way you can help please???*

Respondent: *Hey [Employee] – did it get stopped by DCHR? I will call them and see what the deal is.*

OCP Employee: *He said he got a confirmation email saying he was registered. Just never got an interview. His last name is [redacted].*


Respondent: *For OCP? Or another Agency?!*

OCP Employee: *For OCP. [an image is sent] That's what he received.*

Respondent: *Hey will ping after my meeting. Dealing with other craziness*

OCP Employee:  *[Put a heart emoji on the above comment.]*

Respondent: *I got it*

OCP Employee:  *[Put a heart emoji on the above comment.]*

Respondent: *Also ping [OCP Deputy Human Resources Director's Name]*

On December 8, 2022, at 10:03 pm the Respondent sent the following email to his direct report, the OCP Director of Human Resources:

I am just asking about this young man, Mr. [redacted]. Is he scheduled for an interview tomorrow? This is [Employee's] son who apparently has some small procurement experience. I know that he is looking to get his foot in the door after graduating a few years ago from an HBCU. I am just inquiring as she sent me a text.

On December 9, 2022, at 8:55 am the OCP Director of Human Resources responded in email as follows:

Good Morning, I hope all is well. Yes, he will be scheduled. He currently works in the warehouse team with [Redacted] contractors. We have quiet[sic] a few for the lower levels today. Enjoy this beautiful day!

On December 9, 2022, at 8:59 am the Respondent responded in email as follows:

Thank you maam. His name is [redacted] and it looks like he applied to the Grade 9. Are you sure he works in the warehouse? I don't think he does. Okay, anyway, if we can get him scheduled that is awesome. I appreciate all of this hard work.

On December 9, 2022, at 1:04 pm the OCP Deputy HR Director responded to the Respondent in email as follows:

² It should be noted that no one in the OCP Human Resources department was able to explain why the Employee's son was not selected initially for an interview, but that they did review his resume to make sure he at least met the minimum requirements before scheduling him for an interview.

Hi [Respondent]: Thank you for sharing this information and we will work to get him before the panel for appropriate consideration. Stay tuned.

On December 9, 2022, the son of the OCP Employee was interviewed and subsequently offered a Grade 9 Contract Specialist position. The son accepted the offer and began working with OCP on January 29, 2023, with an annual salary of \$62,276.

NATURE OF MISCONDUCT

Respondent violated the following provisions of the District Personnel Manual (“DPM”) and District of Columbia Code (“DC Code”):

- ❖ **Count One:** DPM § 1800.3(h) - Employees shall act impartially and not give preferential treatment to any private organization or individual.
 - The Respondent violated this rule when he inquired about Employee’s son to his subordinate for a job interview after he had received a text message requesting assistance from the Employee.

In mitigation, the Respondent explained that at the relevant time he was focused on recruiting qualified candidates, particularly college graduates, that OCP could train. The Respondent acknowledged that his email, referenced above, was improper, that he would reframe from taking such actions in the future, and that he did not intend to violate the District’s Code of Conduct.

TERMS OF THE NEGOTIATED SETTLEMENT

Respondent acknowledges that his conduct was a violation of the Code of Conduct. Respondent agrees to abide by the District’s Code of Conduct. Respondent agrees to pay a fine in the amount of **\$1,000.00**. Respondent agrees to pay the total **ONE THOUSAND DOLLARS** as outlined below. Additionally, Respondent agrees not to engage in such conduct in the future, and to attend a full ethics training course within one month of the execution of this Agreement.

1. Respondent agrees to pay a fine in the amount of \$1,000.00 by May 4, 2024, by 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 24-0039-P;
2. 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.

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. 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 this investigation.

Respondent understands that if he fails to pay the full **\$1,000.00 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.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 above.

Marc Scott

 **Scott**
Respondent

3/27/2024

Date

Ashley D. Cooks

Ashley D. Cooks
Director of Government Ethics

4/4/2024

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 B. Hutcheson

Norma Hutcheson
Chairperson,
Board of Ethics and Government Accountability

4/4/2024

Date

#24-0039-P
AC/ASM/MJ

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

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ORDER

Based upon the mutual representations and promises contained in the Negotiated Disposition approved by the Board herein on **April 4, 2024**, and upon the entire record in this case; it is, therefore

ORDERED that Respondent pay a civil penalty in the amount of **ONE THOUSAND DOLLARS (\$1,000.00)** by **May 4, 2024**;

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 style with a prominent initial "N".

4/4/2024

Norma Hutcheson
Chairperson, Board of Ethics and Government
Accountability

Date