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



In Re: V. Duckett Case No. 24-0064-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, V. Duckett. Respondent agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

FINDINGS OF FACT:

Respondent is an employee with District of Columbia Public Schools ("DCPS") and is currently a fourth-grade teacher at Maury Elementary School. Respondent created an LLC called Polite Piggy's Day Camp in 2008. Respondent is the Director of Polite Piggy's Day Camp LLC and has team members working throughout six sites currently.

In 2021, Respondent signed the Memorandum of Agreement ("MOA") regarding the partnership between DCPS and Polite Piggy to operate before school at some sites and after school at all sites listed in the MOA. Respondent obtained insurance and signed Building Use Agreements ("BUA") to operate before/after care and summer camps at six D.C. public schools. Each school holds its individual BUA with the Department of General Services ("DGS") and Polite Piggy's. Respondent signed approximately 15 BUAs from 2021 through 2024.

Respondent stated that there are significant operating costs including labor, inventory, and insurance, etc. that significantly reduced her net profits. Respondent operates Summer Camp at Maury Elementary and worked in partnership with DCPS Summer Acceleration Academy. During the afternoon Summer Enrichment at J.O. Wilson (two summers) and Payne Elementary (one summer), Polite Piggy's provided services at no cost to families.

In an interview with OGE staff, Respondent stated that she was unaware that she was prohibited from signing contracts or agreements on behalf of her business. Respondent also indicated that she did not utilize a third party to represent her in negotiations with the District government, as she

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."

had not fully understood this requirement. She stated she will always follow the ethics policy now that she is aware of the requirements.

Respondent stated that she is not personally involved with the day-to-day student care for Polite Piggy's, but her work for Polite Piggy's typically consists of administrative duties that occur outside of her 8:00 am to 3:30 pm tour of duty at Maury Elementary School.

NATURE OF MISCONDUCT

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

- Count One: Serving in a representative capacity or as an agent or attorney for any outside entity involving any matter before the District of Columbia in violation of DPM § 1807.1(h).
 - The Respondent represented Polite Piggy's before the District government by signing 15 Building Use Agreements which permitted the business to use the premises at six public schools.
- Count Two: Serving in a representative capacity or as an agent or attorney for any outside entity involving any matter before the District of Columbia in violation of DPM § 1807.1(h).
 - Respondent also violated this rule by executing the Memorandum of Agreement between DCPS and Polite Piggy in 2021.

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

Respondent accepts full responsibility for the conduct stated herein. Respondent acknowledges that the conduct violated the Code of Conduct. 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 resources on other investigations.

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 \$3,000.00 to resolve this violation of the District Code of Conduct, in accordance with the following terms and conditions:

1. Respondent agrees to make a lump sum payment of \$3,000.00 on March 17, 2025 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/bega1/24-0064-P;

Respondent agrees to take ethics training conducted by or approved by BEGA on or before March 17, 2025.

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 waives her right to proceed to an adversarial hearing on this matter and voluntarily, knowingly, and understandingly consents to the Board's imposition of a fine against her in this matter.

Respondent also understands that if she fails to pay the \$3,000.00 fine in the manner and within the time limit provided above, 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 this Negotiated Disposition constitutes various factual admissions that may be used in any subsequent enforcement or judicial proceeding that may result from failure to comply with this agreement.

Respondent knowingly and willingly waives the 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 upon her failure 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. 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 voidable, at the discretion of the Board. By our signatures, we agree to the terms outlined above.

Respondent

Ashley Cooks

Ashley D. Cooks

Director of Government Ethics

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. Hotekeon

3/7/2025

Norma Hutcheson

Date

Chairperson, Board of Ethics and Government Accountability #24-0064-P
AC/ME/ASM

IN RE: VA DUCKETT

Respondent

CASE No.: 24-0064-P

ORDER

Based upon the mutual representations and promises contained in the Negotiated Disposition approved by the Board herein on March 6, 2025, and upon the entire record in this case; it is, therefore

ORDERED that Respondent pay a civil penalty in the amount of THREE THOUSAND DOLLARS (\$3,000.00).

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

Nome B. Hotekeon	3/7/ 202 5	
NORMA HUTCHESON	Date	
Chair Roard of Ethics and Government Accountability		