

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



In Re: A. Barnes-Johnson  
Case No. 24-0073-P

**NEGOTIATED DISPOSITION:**

Pursuant to section 221 (a)(4)(E)<sup>1</sup> 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. Barnes-Johnson. Respondent agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

**FINDINGS OF FACT:**

Respondent is a District government employee with District of Columbia Public Schools (“DCPS”) as an Independence and Learning Support Teacher at Anacostia High School (“AHS”). She helps students develop the skills to independently live, which includes learning to cook, food storage, cleaning, preparation, and developing culinary skills for employment in the food service industry.

An OGE investigation revealed that while Respondent’s official duties entail running a self-contained classroom that teaches students life skills such as culinary training, this activity also includes procuring equipment, cleaning supplies, and food serving supplies for selling food at school-related events. Occasionally, Respondent personally procured food or other products to use for her classroom or school related events, she was both funded upfront by DCPS for school related events and reimbursed by DCPS for costs incurred. Respondent’s food preparation activity within the classroom resulted in profit or funds to be used on behalf of the students and was within her official duty. When Respondent incurred costs relating to food or other products for the student program, she would request that checks be written to her personally.

Respondent stated that as she met public patrons of events that her class served, she received positive feedback regarding her food’s flavor and preparation, and subsequently organized a business named BBJ Kitchen Creations in 2018. Respondent was asked to cater a few events for DCPS. Between 2019 and 2023, Respondent invoiced AHS on 7 occasions, and another DCPS school on 1 occasion, on behalf of her business for catering services. The instances below were

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<sup>1</sup> 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.”

mostly occasions in which food was prepared outside of her classroom and were unrelated to her official duties.

On May 8, 2019, an AHS athletics staffer submitted a SAF Check Disbursement, in which Respondent was requested to provide a buffet for 100 people for the athletic banquet. According to the Respondent, the market price for this buffet-style meal was regularly priced at \$1200, but the invoice was submitted to AHS for \$800. There was a \$400.00 discount applied so that only the cost of the event was covered, and no profit was made.

On May 30, 2019, an AHS staffer submitted a SAF Check Disbursement request, in which Respondent was asked to provide gift bags for prom, which was invoiced for a cost of \$278.35. She was asked to do this because she would have the best insight into filling and presenting such gift bags. Respondent personally paid \$278.35 for the cost of the items but submitted an invoice through her business for reimbursement for that amount.

On June 7, 2019, an AHS staffer submitted a SAF Check Disbursement request, in which Respondent was asked to provide breakfast for 60 graduating seniors. The breakfast was provided to ensure that students would arrive on time instead of stopping to get food. This was invoiced for a total of \$1,128, and Respondent states this was also priced at the cost of the food and delivery.

On October 7, 2019, an AHS staffer submitted a SAF Check Disbursement request, in which Respondent and her students provided lunch for the security guards. Respondent, in her official duty as a teacher, along with her students prepared the lunch. Respondent personally purchased the items needed for the food but provided a \$72.00 invoice from her business to be reimbursed from the SAF for the expenses incurred.

On December 9, 2021, an AHS athletics staffer submitted a SAF Check Disbursement request, in which Respondent was asked to clean and prepare the concession stand for school related sporting events. According to Respondent, \$350 was the cost of cleaning supplies and equipment needed to utilize the concession stand, and this amount was invoiced through her business. Respondent, nor her business, operated the concession stand at any sporting event. This request was to reimburse Respondent for the costs of the concession maintenance supplies.

On April 29, 2022, an AHS athletics staffer submitted a SAF Check Disbursement, wherein Respondent was asked to provide food for 100 guests for an athletic banquet on the evening of May 12, 2022. Respondent submitted an invoice for \$1900.00 for providing catering. According to Respondent, that amount covered food, supplies, and time and labor for the workers, other than Respondent, within her business.

On March 7, 2023, a DCPS staffer submitted a SAF Check Disbursement request, in which Respondent was asked to provide food for the student-parent honor-roll at Charles-Hart Middle School, one of the feeder schools for AHS. This was invoiced at \$1,000.00 and the food was dropped off in the morning before school-hours began.

On April 19, 2023, an AHS athletics staffer submitted a SAF Check Disbursement request. During this request, Respondent was on leave due to illness. Respondent was asked to provide food for 80 people for the athletic banquet on the evening of May 11, 2023, which was invoiced for \$2000.00. According to the Respondent, that price also covered food, supplies, and time and labor for the business.

## 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)
  - Respondent signed and submitted invoices for requests for funding and/or reimbursement requests to DCPS for funds to be disbursed to her business on 8 occasions.

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. Respondent identified the following factors as mitigating circumstances to be considered by OGE in deciding upon an appropriate remedy in this matter.

Respondent states that when she was asked by her school or the neighboring school to provide food for student functions, she invoiced at the cost she incurred to forgo making profit. Her intention was to support the students or the schools the best way she could and believes that any other business would have likely charged much more for food that the attendees would not have been satisfied with.

OGE considered said factors and gave such weight as OGE believed was warranted. 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.

## 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 \$350.00 to resolve this violation of the District Code of Conduct, in accordance with the following terms and conditions:

1. Respondent agrees to make a payment of \$350.00 within 60 days of execution of this agreement. Payment will be accepted by certified check or money order, made out to the D.C. Treasurer, delivered to and received by OGE at 1030 15<sup>th</sup> Street, NW, Suite 700, Washington, DC 20005 or by electronic payment at <https://dcwebforms.dc.gov/pay/begal/> using transaction ID 24-0073-P;
2. In the event that Respondent fails to timely pay the fine or 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 District government paycheck and/or any payment to the Respondent from the District government for unused annual leave;
3. Respondent agrees to attend ethics training no later than December 31, 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 personally binding between Respondent and OGE in resolution of the violations of the Code of Conduct that applies to District government employees and public officials. Nonetheless, the Respondent knowingly and willingly waives the right to appeal the accompanying Board Order in this matter in exchange for the concessions made by this Office in this Negotiated Disposition.

Respondent further understands that upon the failure to adhere to this agreement, the Board may 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.<sup>2</sup> 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. Respondent understands that if she fails to pay the full \$350.00 fine in accordance with the terms set forth hereinabove, 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.

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. Barnes-Johnson  
Respondent

11/22/24  
Date

Ashley Cooks  
Ashley Cooks  
Director of Government Ethics

12/3/2024  
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

12/5/2024  
Date

<sup>2</sup> 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. Barnes-Johnson  
Respondent**

**CASE No.: 24-0073-P**

**ORDER**

Based upon the mutual representations and promises contained in the Negotiated Disposition approved by the Board herein on December 5, 2024, and upon the entire record in this case; it is, therefore

ORDERED that Respondent pay a civil penalty in the amount of THREE HUNDRED FIFTY DOLLARS (\$350.00).

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

*Norma B. Hutcheson*

12/5/2024

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NORMA HUTCHESON  
Chairperson, Board of Ethics and Government Accountability

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Date