

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



In Re: A. Smith
Case No. 24-0124-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, A. Smith. Respondent agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

FINDINGS OF FACT:

Respondent was a District of Columbia Public Schools (“DCPS”) employee who served as the Administrative Officer and Business Manager at Dunbar High School (“Dunbar”). As Dunbar’s Business Manager, Respondent was responsible for approving time and attendance for all staff and corresponding the needs for substitute staffing when needed. She was also responsible for the purchase card (“p-card”) in purchasing equipment or other items needed for Dunbar operations.

The OGE investigation revealed an unusually high number of work hours reported by Respondent, and that Respondent reported full regular workdays while on personal travel or vacation outside of the country. Respondent reported full workdays and work weeks while on vacation outside the country for the following time periods: May 15, 2023, through May 19, 2023 June 30, 2023, through July 6, 2023, and August 4, 2023, through August 11, 2023. The District’s teleworking policy allows teleworking to work offsite within 2 hours of transportation time from their designated worksites. The reporting categories for teleworking include routine, situational, and emergency teleworking; however, Respondent’s time was reported as regular pay while outside of the country.

NATURE OF MISCONDUCT

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

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.”

- ❖ Count One: A District government employee shall not engage in any outside employment or other activity incompatible with the full and proper discharge of his or her duties and responsibilities. Activities or actions that are not compatible with government employment include but are not limited to the following: using government time or resources for other than official business, or government approved or sponsored activities. **DPM § 1807.1(b).**
 - Respondent used regular pay time codes while she was on vacation outside of the country. Respondent's official duties were worked outside its authorized boundaries for teleworking and reported as regular pay while outside of her duty station at Dunbar.

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 **\$2,500.00** to resolve this violation of the District Code of Conduct, in accordance with the following terms and conditions:

1. Respondent agrees to make 12 monthly payments of \$208.00, starting on August 15, 2025, and on the 15th^d of each month thereafter, 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/using_transaction_#24-00124-P;
2. Respondent agrees that the entire fine must be paid in accordance with this agreement (monthly) and paid in full by August 15, 2026 (the "Maturity Date");²

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 \$2,500.00 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

² Respondent's monthly payment maybe above or below \$208 with the agreement that the entire fine will be paid by August 15, 2026.

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.


A. Smith
Respondent

5/23/25
Date

Ashley Cooks
Ashley D. Cooks
Director of Government Ethics

6/5/2025
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

6/5/2025
Date

IN RE: A [REDACTED] SMITH

Respondent

CASE No.: 24-0124-P

ORDER

Based upon the mutual representations and promises contained in the Negotiated Disposition approved by the Board herein on June 5, 2025, and upon the entire record in this case; it is, therefore

ORDERED that Respondent pay a civil penalty in the amount of **TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00)**.

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

6/5/2025

Date