

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



**Office of Government Ethics**

In Re: C. Franklin  
Case No. 25-0075-P

**NEGOTIATED DISPOSITION**

Pursuant to section 221(a)(4)(A)(v)<sup>1</sup> of the Board of Ethics and Government Accountability Establishment and Comprehensive Ethics Reform Amendment Act of 2011 (“Ethics Act”), effective April 27, 2012 (D.C. Law 19 -12 4, D.C. Official Code § 1 -116 1.01 et seq.), the Office of Government Ethics (“the Office” or “OGE”) hereby enters this Negotiated Disposition with the Respondent, C. Franklin. Respondent agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

**I. FINDINGS OF FACT**

Respondent is employed with DC Public Schools (“DCPS”) as a special education teacher. In November 2024, Respondent was approved to take a paid leave of absence under the District of Columbia Family Medical Leave Act (“DCFMLA”) and Paid Family Leave (“PFL”) program from January 2025 to April 2025. Respondent was to use the leave to care for his elderly relative. The medical documentation, which was signed by the doctor, stated that the relative would require “round-the-clock” care which included transportation to medical appointments, administering medication, and other activities of daily living such as cooking and cleaning. The documentation was reviewed and approved by DCPS with the understanding that Respondent would provide his relative with the required care. Respondent remained on leave until March 2025.

A DCPS investigation revealed that in January 2025, Respondent signed a contract with a District theater company to be an actor in a stage play. A BEGA investigation revealed that the play in which Respondent was paid to perform took place in various states including South Carolina, Florida, New Jersey and New Hampshire between January 2025 and March 2025, until Respondent’s contract ended.

During an interview with OGE, Respondent admitted to performing in the play while being on paid leave from DCPS. He stated that initially, he did not read the medical documentation which stated his relative would need “round-the-clock” care. Respondent stated that initially he provided

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<sup>1</sup> Section 221(a)(4)(A)(v) 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.”

his relative with the required care; but that when the opportunity to perform in the play was presented, his family encouraged him to participate. He stated that his family members assisted with his relative's care while he was out on tour, but that he was still making sure her appointments were scheduled, and food was delivered. He admits that he did not notify DCPS that his time commitment as a caregiver did not require him to provide "around-the-clock" care.

## II. NATURE OF VIOLATIONS

Respondent violated the following provisions of the District Personnel Manual ("DPM"):

**Count One:** Using government time or resources for other than official business, or government approved or sponsored activities in violation of DPM § 1807.1.(b).

- Respondent violated this rule when performed as a paid actor in several states, while on paid family leave from the District. Paid family leave is a government resource to be used for the stated purpose approved by the District. Respondent obtained paid family leave for the purpose of being a "round-the-clock" caregiver for his relative on a continuous basis until April 2025. However, in January 2025, Respondent began working as an actor, thereby ending his continuous caregiving responsibilities and, consequently ending the approved purpose for which his paid family leave was granted. Respondent should have informed DCPS of the change in his leave status once he began participating in the play.

**Count Two:** Failure to adhere to all federal, state, and local laws and regulations in violation of DPM § 1800.3(m).

- Respondent violated this rule when he failed to adhere to the District of Columbia Municipal Regulations ("DCMR"). A DCPS investigation confirmed that Respondent violated DCMR Title 5, Section 1401.2 (v) finding that Respondent fraudulently received FMLA hours.

**None of the above-referenced actions were authorized by the District of Columbia.** Respondent acknowledges that his conduct was a violation of the Code of Conduct.

## III. TERMS OF THE NEGOTIATED DISPOSITION

Respondent admits that his conduct violated the District's Code of Conduct. Respondent agrees to pay a total fine in the amount of \$6,000.00 to resolve this matter, in accordance with the following terms and conditions:

1. Respondent agrees to pay a lump sum of \$6,000 by February 5, 2026. Payment will be made via electronic payment at <https://dcwebforms.dc.gov/pay/bega1/> using transaction ID 25-0075-P. Payment may also 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 West, Washington, DC 20005;

2. If Respondent fails to remit the full payment of \$6,000 by February 5, 2026, Respondent acknowledges that BEGA will garnish his wages. In the event of a garnishment, payments in the amount of \$230.77 via will be automatically deducted from Respondent's bi-weekly paycheck, commencing on the first pay period that occurs after February 5, 2026 and continuing until the total outstanding fine is satisfied on or before February 5, 2027 (the "Maturity Date");
3. By this agreement, Respondent expressly authorizes the Office of Pay and Retirement Services (OPRS) to make automatic deductions and to transfer such funds to the Board of Ethics and Government Accountability if the full payment is not received by February 5, 2026;
4. 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 or restitution 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;
5. Respondent agrees to attend ethics training within 30 days of execution of this agreement.


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 other investigations. Respondent waives his right to proceed to an adversarial hearing in this matter and voluntarily, knowingly, and understandingly consents to the Board's imposition of a fine against him in this matter. Pursuant to 3 DCMR § 5902.16, Respondent may apply for expungement one year after the execution date of the agreement.

Respondent also understands that if he fails to pay the \$6,000.00 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 is not just an admission of wrongdoing but 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 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.<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 manner 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 Board's discretion. By our signatures, we agree to the terms outlined above.

  
\_\_\_\_\_  
Respondent

1/20/26  
Date

Ashley Cooks  
\_\_\_\_\_  
ASHLEY COOKS  
Director of Government Ethics

2/5/2026  
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  
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NORMA HUTCHESON  
Chairperson, Board of Ethics and Government Accountability  
AC/SM

2/5/2026  
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



**Office of Government Ethics**

IN RE: C [REDACTED] Franklin  
Respondent

**CASE No.: 25-0075-P**

**ORDER**

Based upon the mutual representations and promises contained in the Negotiated Disposition approved by the Board on February 5, 2026, and upon the entire record in this case; it is, therefore: ORDERED that Respondent pay a civil penalty in the amount of SIX THOUSAND DOLLARS (\$6,000.00).

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  
Chairperson, Board of Ethics and Government Accountability

2/5/2026

Date

