

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



Office of Government Ethics

In Re: I [REDACTED] Collins
Case No.: 26-0099-P

NEGOTIATED DISPOSITION

Pursuant to section 221(a)(4)(A)(v)¹ 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, L. Collins. Respondent agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

I. FINDINGS OF FACT

OGE investigated allegations that the Respondent violated her duty to use District time solely for authorized District-related business. The investigation confirmed that Respondent was employed by DC Public Schools (“DCPS”) as Deputy General Counsel since 2012. She assumed a general tour of duty, Monday through Friday, a standard business-day range (approximately 8:00 a.m.–4:30 p.m.). In this role, Respondent was responsible for overseeing and executing legal strategy and operations in support of DCPS General Counsel. Respondent claims she routinely worked in excess of 40 hours per week, including work in the evenings and on weekends, outside her general tour of duty, to ensure that she discharged all her duties and responsibilities for the Office of General Counsel.

In addition to her DCPS position, Respondent held outside employment as a Professor in the Psychology Department at Montgomery College (“MC”) and the University of Maryland Global Campus (“UMGC”). Respondent was required to fulfill all contractual obligations, including the instruction of psychology courses across various MC campuses. Specifically, Respondent taught:

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.”

- General Psychology at MC's Rockville Campus on Tuesdays and Thursdays from 11:30 AM to 12:45 PM, from August 29, 2023, to December 17, 2023.
- General Psychology at MC's Rockville Campus on Tuesdays and Thursdays from 09:30 AM to 11:00 AM, from September 12, 2023, to December 17, 2023.
- General Psychology at MC's Takoma Park/Silver Spring Campus on Mondays, Wednesdays, and Fridays from 01:00 PM to 01:50 PM, from January 22, 2024, to May 12, 2024.
- General Psychology at MC's Takoma Park/Silver Spring Campus on Tuesdays and Thursdays from 12:30 PM to 03:15 PM, from January 23, 2024, to March 10, 2024.
- General Psychology at MC's Takoma Park/Silver Spring Campus on Tuesdays, Wednesdays, and Thursdays from 10:00 AM to 12:25 PM, from May 28, 2024, to July 07, 2024.
- Criminal And Legal Psychology at MC's Distance Learning Campus on an asynchronous modality², from September 03, 2024, to December 22, 2024.
- General Psychology at MC's Takoma Park/Silver Spring Campus on Tuesdays and Thursdays from 12:30 PM to 01:45 PM, from September 03, 2024, to December 22, 2024.
- General Psychology at MC's Takoma Park/Silver Spring Campus on Tuesdays and Thursdays from 02:00 PM to 03:15 PM, from September 03, 2024, to December 22, 2024.
- Criminal And Legal Psychology at MC's Distance Learning Campus on Wednesdays from 01:00 PM to 02:15 PM, from September 04, 2024, to December 22, 2024.
- General Psychology at MC's Distance Learning Campus on Tuesdays and Thursdays from 12:30 PM to 03:15 PM, from January 28, 2025, to March 16, 2025.
- General Psychology at MC's Takoma Park/Silver Spring Campus on Tuesdays and Thursdays from 11:00 AM to 12:15 PM, from January 28, 2025, to May 18, 2025.
- General Psychology at MC's Distance Learning Campus on an asynchronous modality, from March 31, 2025, to May 18, 2025.
- General Psychology at MC's Takoma Park/Silver Spring Campus on Tuesdays, Wednesdays, and Thursdays from 10:00 AM to 12:25 PM, from May 27, 2025, to July 06, 2025.
- General Psychology at MC's Distance Learning Campus on Tuesdays, Wednesdays, and Thursdays from 10:00 AM to 12:15 PM, from July 08, 2025, to August 15, 2025.
- General Psychology at MC's Takoma Park/Silver Spring Campus on Mondays and Wednesdays from 11:00 AM to 12:30 PM, from September 15, 2025, to December 21, 2025.
- General Psychology at MC's Distance Learning Campus on an asynchronous modality, from December 22, 2025, to January 23, 2026.
- General Psychology at MC's Takoma Park/Silver Spring Campus on Tuesdays and Thursdays from 11:00 AM to 01:45 PM, from March 31, 2026, to May 17, 2026.

The UMGC position does not require the Respondent to adhere to specific class meetings or office hours; however, Respondent was required to fulfill all contractual obligations, including the

² An asynchronous modality does not require scheduled meeting or class times.

instruction courses assigned to her. Specifically, Respondent taught a course for 30 semesters from 2021 to 2026. Respondent asserts that these courses were asynchronous and did not require her to adhere to a scheduled class/lecture meeting time, meet with faculty, hold office hours, or comply to any set schedule outside of course material deadlines.

The courses taught on behalf of UMGC were asynchronous and did not conflict with the Respondent's District tour of duty. In contrast, the courses the Respondent taught for MC—both virtually and on campus, during her District tour of duty—overlapped with periods in which she reported eight hours of regular work, restored leave, sick leave (scheduled and unscheduled), routine telework, administrative leave with pay, situational telework, and unscheduled restored annual leave on her District timesheet.

Respondent claims that she disclosed the fact of her outside employment in her Public Financial Disclosure Statements. Respondent asserts, that she routinely worked extended hours—often beginning work before 8:00 a.m. and continuing well beyond 4:30 p.m.—and believed that these additional hours satisfied her District obligations.

II. NATURE OF VIOLATIONS

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

Count One: Engaging in any outside employment, private business activity, or other interest that is reasonably likely to interfere with the employee's ability to perform his or her job, or which may impair the efficient operation of the District government in violation of DPM § 1807.1(a).

- Respondent taught multiple courses on behalf of Montgomery College during her scheduled District government tour of duty from August 2023 until May 2026. Respondent's courses took place at various Montgomery College campuses and occurred on at least two days per week, at which times Respondent was in-person on those campuses while teleworking or on sick leave for DCPS. The frequency of these occurrences constitutes an interference with her availability to perform official District responsibilities, in violation of DPM § 1807.1(a).

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

- Respondent taught courses on behalf of Montgomery College from August 2023 until May 2026. Respondent conducted business on behalf of Montgomery College during her scheduled District tour of duty on multiple occasions while claiming restored leave, sick leave (both scheduled and unscheduled), routine telework, bereavement leave, administrative leave with pay, situational telework, and restored annual leave unscheduled on her District timesheet, in violation of DPM § 1807.1(b).

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

Respondent accepts full responsibility for the conduct stated herein. Respondent acknowledges that her 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. Respondent has cooperated fully and promptly throughout the investigation, provided all requested documentation, and has been transparent regarding her work practices and schedule.

III. TERMS OF THE NEGOTIATED DISPOSITION

Respondent acknowledges that her conduct violated the District Code of Conduct. Respondent agrees to pay a total fine in the amount of \$20,000.00 to resolve this matter, in accordance with the following terms and conditions:

1. By this agreement, Respondent expressly authorizes the Office of Pay and Retirement Services (OPRS) to transfer the \$20,000 payment from unused annual leave to the Board of Ethics and Government Accountability;
2. Respondent agrees that, whether the OPRS completes the transfer, Respondent is nonetheless solely responsible for satisfying the fine;
3. Respondent agrees that the fine is paid in full by August 6, 2027 (the "Maturity Date");
4. Respondent agrees not to engage in such conduct in the future, and to attend full ethics training within 30 days if re-employed with the District.

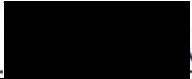
In consideration of the Respondent's acknowledgement and agreement, OGE will seek no further remedy and will take no further action related to the above misconduct. By agreeing to settle this matter via a negotiated disposition, Respondent will allow OGE to avoid expending significant time and resources to litigate this matter through a contested hearing, and to focus its finite resources on other investigations. Respondent waives her 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 her in this matter.

Respondent also understands that if she fails to pay the \$20,000.00 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 at her failure to adhere to this agreement, OGE may instead, at its sole discretion, 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 and restitution) as provided in the Ethics Act for each violation.³ 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 by the Respondent 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.



L. COLLINS
Respondent

9/30/26

Date

Ashley Cooks

ASHLEY COOKS
Director of Government Ethics

10/1/26

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 HUTCHESON
Chairperson, Board of Ethics and Government Accountability
26-0099-P
AC/BK

10/1/2026

Date

³ 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: L [REDACTED] Collins
Respondent

CASE No.: 26-0099-P

ORDER

Based upon the mutual representations and promises contained in the Negotiated Disposition approved by the Board on October 1, 2026, and upon the entire record in this case, it is, therefore: ORDERED that Respondent pay a civil penalty in the amount of TWENTY THOUSAND DOLLARS (\$20,000.00).

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

10/1/2026

Date