

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



Office of Government Ethics



In Re: C. Cebrzynski

Case No.: 19-0029-C

**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 (“Ethics Act”), effective April 27, 2012, D.C. Law 19-124, D.C. Official Code § 1-1161.01 et seq., the Office of Government Ethics (“OGE”) hereby enters into this negotiated agreement with the Respondent, C [REDACTED] Cebrzynski. Respondent agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

**I. FINDINGS OF FACT**

Respondent is the principal of [REDACTED] Elementary School, a District of Columbia public school. He has been a District employee since July 2011. His responsibilities include managing school operations and providing leadership to staff, teachers and students.

[REDACTED] (“Teacher”) is an employee at [REDACTED] Elementary and has been so employed at all times during Respondent’s tenure. Teacher owns a beach house in Cape Charles, Virginia. Teacher is supervised by the Respondent and earns approximately \$60,000 less per year than the Respondent.

During the summers of 2017 and 2018, Teacher offered to allow the Respondent’s family use of his beach house without compensation. On both occasions, the Respondent accepted Teacher’s offer and the Respondent’s family vacationed at the Teacher’s beach house in Virginia.

**II. NATURE OF MISCONDUCT**

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

- ❖ Count One: Accepting a gift from an employee receiving less pay than himself during the summer of 2017 in violation of DPM §1804.3.
- ❖ Count Two: Accepting a gift from an employee receiving less pay than himself during the summer of 2018 in violation of DPM §1804.3.

---

<sup>1</sup> Section 221(a)(4)(E) of the Ethics Act provides, in pertinent part, that “[i]n addition to any civil penalty imposed under this title, a violation of the Code of Conduct may result in the following: . . . Any negotiated disposition of a matter offered by the Director of Government Ethics, and accepted by the respondent, subject to approval by the Ethics Board.”


### III. TERMS OF THE NEGOTIATED SETTLEMENT

Respondent agrees to pay a total fine in the amount of \$3,000.00, to resolve these violations of the District Code of Conduct, in accordance with the following terms and conditions:

1. Respondent agrees to satisfy his fine (\$3,000.00) by tendering twelve (12) bi-weekly payments of \$250 to OGE, with the first payment due September 30, 2019, and continuing thereafter until the fine is satisfied;
2. All outstanding amounts not paid against the fine will be due in full on or before July 1, 2020 (the "Maturity Date"); and
3. Respondent agrees to attend a full OGE ethics training on or before December 31, 2019 and provide OGE with proof of attendance.

Additionally, Respondent promises not to engage in such conduct in the future. 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 only binding upon himself and OGE in resolution of his alleged violations of the Code of Conduct that applies to District government employees and public officials. Respondent acknowledges and understands that OGE does not have the authority to bind any other District or federal government agency to this agreement. Respondent further acknowledges and understands that notwithstanding the terms of this Negotiated Settlement, his conduct described hereinabove may also subject him to the imposition of penalties by other government agencies who are not bound by the terms of this agreement whatsoever.**

  
\_\_\_\_\_  
Respondent

7-9-19  
\_\_\_\_\_  
Date

In the event that Respondent's employment with the District 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 final District government paycheck and/or any payment to the Respondent from the District government for unused annual leave.

Respondent understands that if he fails to pay the full \$3,000.00 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. Respondent agrees that this Negotiated Disposition is not just an admission of wrongdoing but constitutes various factual admissions by him that may be used in any subsequent enforcement or judicial proceeding that may result from his failure to comply with this agreement. Respondent also understands that, pursuant to section 217 of the Ethics Act (D.C. Official Code § 1-1162.17), he has the right to appeal any order or fine made by the Ethics Board. Nonetheless, the Respondent knowingly and willingly waives his right to appeal the accompanying Board Order assessing the \$3,000.00 fine in this matter in exchange for the concessions made by this Office in this Negotiated Disposition.

Respondent further understands that if he fails to adhere to this agreement, OGE may instead, at its sole option, 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 per violation) as provided in the Ethics Act for each violation.<sup>2</sup> Because the Office 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 void. By our signatures, we agree to the terms outlined therein.

[Redacted]

C [Redacted] Cebirzynski  
Respondent

7-9-19  
Date

BW  
Brent Wolfingbarger  
Director of Government Ethics

7-10-19  
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  
Norma Hutcheson  
Chairperson, Board of Ethics and Government Accountability

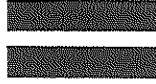
July 11, 2019  
Date

<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. Cebrzynski  
Respondent

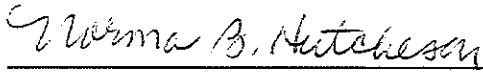
CASE No.: 19-0029-C

**ORDER**

Based upon the mutual representations and promises contained in the Negotiated Disposition approved by the Board herein on July 9, 2019, 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.

  
\_\_\_\_\_  
NORMA B. HUTCHESON  
Chair, Board of Ethics and Government Accountability

  
\_\_\_\_\_  
Date