

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



**Office of Government Ethics**

In Re: C. McLaughlin  
Case No. 23-0092-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, C. McLaughlin. Respondent agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

**FINDINGS OF FACT**

The Respondent has been employed as a District government worker at the Department of Human Services (“DHS”) since November 2017. In her capacity at DHS, she serves as a Vocational Development Specialist and holds a full-time position. Concurrently with her employment at DHS, Respondent also held a separate full-time position as a Victims Program Coordinator with Paving the Way Multi-service Institute (“PTW”). PTW is a behavioral health clinic that receives partial funding from District government grants. On her job application submitted to PTW, dated March 14, 2023, Respondent indicated her employment with DHS from November 2017 to March 2023. Subsequently, in May 2023, Respondent was required to submit a resume to PTW for administrative purposes. On this resume, she stated her employment with DHS as starting in November 2017 and ending in May 2023.

Respondent's work schedule at DHS was Mondays, Thursdays, and Fridays in the office from 9:00 am to 5:30 pm, and Tuesdays and Wednesdays working remotely from 7:30 am to 4:00 pm. At PTW, her tour of duty was from 10:30 am to 7:00 pm, with three weekdays reporting to the office and two weekdays working remotely. Respondent was often missing from your desk for several hours during her in-person days at DHS.

The Respondent’s dual employment had a negative effect on her DHS work performance, resulting in time and attendance issues and a decline in work quality. This resulted in the Respondent being put under corrective action measures and the Respondent’s DHS tour of duty was changed to 9:00am to 5:30pm, Monday through Friday, reporting in person with no telework days. This is the Respondent’s current work schedule.

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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.”

The change in the Respondent's DHS schedule had repercussions on her position at PTW. PTW began closely monitoring her work conduct, leading to the discovery that she was also a District government employee. Upon learning of her dual employment, PTW promptly reclassified the Respondent from her role as a Victims Program Coordinator to an independent contractor. The Respondent subsequently resigned as of September 18, 2023. PTW confirmed that the Respondent no longer works for or has affiliations with the organization in any way.

PTW is a member of the Victim Assistance Network ("VAN"). Organizations that are members of VAN are required to participate in quarterly meetings led by the District of Columbia's Office of Victims Services and Justice Grants ("OVSJG"). While employed by PTW, Respondent attended two VAN meetings led by OVSJG on April 14, 2023 and July 14, 2023.

In an interview with OGE, Respondent admitted to maintaining a second, full-time job with PTW while serving as Vocational Development Specialist for DHS from March 27, 2023, until July 24, 2023 (approximately four months). Respondent admitted that her position with PTW directly conflicted with her DHS tour of duty.

### NATURE OF MISCONDUCT

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

- ❖ **Count One:** Engaging in outside employment or activities, including seeking or negotiating for employment, that conflicts with their official government duties and responsibilities in violation of District Personnel Manual ("DPM") § 1800.3(j).
  - Respondent violated this rule when she sought and negotiated for full-time employment with PTW. Said work consisted of a work schedule that overlapped with her DHS tour of duty.
- ❖ **Count Two:** 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 violated this rule when she conducted in-person duties and responsibilities as the Victims Program Coordinator for PTW during the same tour of duty she worked remotely as Vocational Development Specialist at DHS from March 27, 2023, until July 24, 2023, a total of 17 weeks.
- ❖ **Count Three:** 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 she conducted duties and responsibilities as the Victims Program Coordinator for PTW during the same tour of duty that she worked as Vocational Development Specialist at DHS from March 27, 2023, until July 24, 2023, a total of 17 weeks. During that time, Respondent submitted time and attendance hours for her bi-weekly DHS paycheck but was physically and virtually working at PTW during those same hours.
- ❖ **Count Four:** Serving in a representative capacity or as an agent or attorney for any outside entity involving any matter before the District . . . in violation of DPM § 1807.1(h).

- Respondent violated this rule when she attended Victim Assistance Network (“VAN”) meetings with the Office of Victims Services and Justice Grants (“OVSJG”) on April 14, 2023 and July 14, 2023.

In mitigation, Respondent fully cooperated with OGE and accepted responsibility for her actions. None of the above-referenced conduct was authorized by the District of Columbia.

#### TERMS OF THE NEGOTIATED SETTLEMENT

Respondent acknowledges that her conduct was a serious violation of the Code of Conduct. Respondent agrees to pay a fine in the amount of **SEVEN THOUSAND DOLLARS** (\$7,000.00), as outlined below. Additionally, Respondent agrees not to engage in such conduct in the future, and to attend a full ethics training course within one month of the execution of this Agreement.

1. Respondent agrees to pay the \$7,000 by having **\$269.00** per pay period automatically deducted from her bi-weekly paycheck from the District government commencing immediately and continuing until such time as the fine amount is fully satisfied;
2. By this agreement, Respondent expressly authorizes the Office of Pay and Retirement Services (OPRS) to make these deductions and to transfer such funds to the Board of Ethics and Government Accountability;
3. 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 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;
4. Respondent agrees to satisfy the entire fine amount by December 1, 2024 (the "Maturity Date");
5. Respondent acknowledges that, whether OPRS completes these deductions as described herein, Respondent is nonetheless solely responsible for satisfying the fine and restitution. Payment will be accepted by certified check or money order, made out to the D.C. Treasurer, delivered to and received by OGE at 441 4th Street NW, Suite 830 South, Washington, DC 20001 or by electronic payment at <https://dcwebforms.dc.gov/pay/bega1/> using transaction ID 23-0092-P;
6. Respondent agrees to attend ethics training no later than December 1, 2023.

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 also understands that if she fails to pay the \$7,000.00 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 by her that may be used in any subsequent enforcement or judicial proceeding that may result from her failure to comply with this agreement.


Respondent knowingly and willingly waives her 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 if she fails 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 matter as a result of Respondent's breach of this agreement. Respondent also understands that if she fails to pay the 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 settlement 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 above.

 **McLaughlin**  
McLaughlin (Nov 1, 2023 16:42 EDT)  

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 **M. McLaughlin**  
Respondent

Nov 1, 2023

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**Date**



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**11/2/2023**

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**Ashley D. Cooks**  
Director of Government Ethics

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**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:

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**Norma Hutcheson**  
Chairperson,  
Board of Ethics and Government Accountability  
#23-0092  
AC/MJ

11/2/2023

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**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: [REDACTED] McLaughlin  
Respondent

CASE No.: 23-0092-P

**ORDER**

Based upon the mutual representations and promises contained in the Negotiated Disposition approved by the Board herein on November 2, 2023, and upon the entire record in this case; it is, therefore

ORDERED that Respondent pay a civil penalty in the amount of **SEVEN THOUSAND DOLLARS** (\$7,000.00);

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

A handwritten signature in black ink that reads "Norma B. Hutcheson".

11/2/2023

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**Norma Hutcheson**  
Chairperson, Board of Ethics and Government  
Accountability

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**Date**