

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



Office of Government Ethics



In Re: R [REDACTED] Lewis  
Case No.: 1706-001

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

I. FINDINGS OF FACT

Respondent provided occasional, adjunct teaching services to the University of the District of Columbia (“UDC”) as an Adjunct Professor Appointment, on a term basis, not to exceed the last date of each semester. He initially taught Intro to Nonprofit Leadership as an adjunct professor from Fall 2002 until Spring 2003 (Period One). More recently, he taught as an adjunct professor from Fall 2014 until Summer 2018 (Period Two). On January 1, 2018, Respondent was employed to teach Volunteer Management, which was held in the spring semester from January 8 – May 11, 2018. On May 16, 2018, Respondent was employed to teach an 8-weeks graduate-level course, which was held in the summer semester from May 14 – July 11, 2018. Respondent was not paid on a bi-weekly basis for any of these courses, instead he received payments at the mid-point and end of the semester for each course that he taught. Respondent did not receive medical, retirement, annual/sick leave, or other similar standard employment benefits for his teaching services.

On January 25, 2018, Respondent attempted to become a candidate for “D.C. Council At-Large” by bringing his completed “Declaration of Candidacy” form to the D.C. Board of Elections (“BOE”). Although Respondent submitted the form, he was advised by Millicent Green-Wright, an Election Services Specialist with BOE, to return in June 2018. Respondent indicated that Ms. Green-Wright told him to return in June 2018 because BOE did not consider individuals running as independents to be candidates until June 15, 2018, when they were permitted to pick up their petitions. Respondent also contends that he did not begin engaging in campaign-related activities until May 2018.

II. NATURE OF VIOLATIONS

---

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

According to OGE, Respondent violated at least one section of the District Code of Conduct, as set forth below:<sup>2</sup>

- ❖ D.C. Official Code § 1-1171.02(a)(3), the Local Hatch Act, provides that employees are prohibited from [filing] as a candidate for election to a partisan political office.<sup>3</sup>

Respondent violated the Local Hatch Act by filing as a candidate for the Office of “DC Council At-Large” while he was employed as an adjunct professor under a term appointment at UDC.<sup>4</sup> Respondent avers that he did not know that his term employment with UDC would lead to a designation as a District government employee. When OGE informed Respondent of the Local Hatch Act’s prohibition on District employees filing as candidates for partisan political office, he notified UDC that although he was not currently scheduled to teach any courses at the University, he would refrain from doing so during his independent candidacy for DC Councilmember at-large.

### III. TERMS OF THE NEGOTIATED DISPOSITION

Despite Respondent’s unawareness of his employment designation, Respondent acknowledges that his conduct violated the Local Hatch Act. Respondent agrees to pay a total fine in the amount of **\$1,000.00** to resolve his violation of the District Code of Conduct, in accordance with the following terms and conditions:

1. Respondent agrees to submit a payment of \$1,000.00, by certified check or money order, made out to the D.C. Treasurer, delivered to and received by OGE at 441 4<sup>th</sup> Street NW, Suite 830 South, Washington, DC 20001;
2. Payment shall be made in two \$500.00 payments. The first payment shall be submitted to OGE no later than 30 days after the full execution of the document. The second \$500.00 payment shall be submitted to OGE within 30 days after receipt of this first payment. The total fine amount must be satisfied by December 5, 2018.

Respondent promises not to engage in such conduct in the future and agrees to accept this sanction for the purpose of closing the investigation and settling this matter. Additionally, Respondent promises not to provide teaching services to UDC while a candidate for the Office of “DC Council At-Large.”

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, including but not limited to the District of Columbia Board of Elections (“BOE”).**

<sup>2</sup> See D.C. Official Code § 1-1161.01 (7) (Defining statutes and rules that comprise the Code of Conduct).

<sup>3</sup> D.C. Official Code § 1-1171.01(7) defines partisan political office as “any office in the District government for which any candidate is nominated or elected as representing a party any of whose candidates for Presidential elector received votes in the last preceding election at which Presidential electors were selected” which includes the office of the District of Columbia Council, Mayor, and Attorney General.

<sup>4</sup> D.C. Official Code § 1-1171.01(3) defines employee as “[a]ny individual paid by the District government from grant or appropriated funds for his or her services or holding office in the District of Columbia . . . .”

**Respondent further acknowledges and understands that notwithstanding the terms of this Negotiated Disposition, his conduct described hereinabove may also subject him to the imposition of civil penalties by other government agencies who are not bound by the terms of this agreement whatsoever.**

[Redacted]

R [Redacted] Lewis  
Respondent

10/2/2018  
Date

Respondent also understands that if he fails to pay the \$1,000.00 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 settlement 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 further understands that if he fails to adhere to this agreement, the Office 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 Board may impose sanctions up to the full statutory amount (\$5,000 per violation) as provided in the Ethics Act for each violation.<sup>5</sup> Because the Office is, at this time, foregoing requesting that the Ethics Board hold an open and adversarial hearing on this matter, Respondent agrees to waive any statute of limitation defenses should the 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 void. By our signatures, we agree to the terms outlined herein.

[Redacted]

R [Redacted] Lewis  
Respondent

10/2/2018  
Date

Brentton Wolfingbarger  
Brentton Wolfingbarger  
Director of Government Ethics

10-3-2018  
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 Chairman below.

APPROVED:

Tameka Collier  
Tameka Collier  
Chairperson, Board of Ethics and Government Accountability

Oct 4, 2018  
Date

<sup>5</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



IN RE: R [REDACTED] Lewis,

Respondent

CASE No. 1706-001

**ORDER**

Based upon the mutual representations and promises contained in the Negotiated Disposition approved by the Board herein on the 4th day of October, 2018, and upon the entire record in this case; it is, therefore

ORDERED that Respondent pay a civil penalty in the amount of ONE THOUSAND DOLLARS (\$1000.00).

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 cursive script, appearing to read "Tameka Collier".

Tameka Collier  
Chairperson, Board of Ethics and Government Accountability

Oct 4, 2018

Date