

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



Office of Government Ethics

In Re: A ██████ Caruthers
Case No.: 24-0103-P

NEGOTIATED DISPOSITION

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

I. FINDINGS OF FACT

Respondent has served as a DC Public Schools (“DCPS”) Cluster Instructional Superintendent for six years. Respondent is responsible for the supervision, training and oversight of principals across District of Columbia schools. Respondent’s duties include evaluating the leadership practices of educators, training, and inspecting instructional operations as well as inspiring new leadership.

In 2021, Respondent attended a year-long Relay Graduate School of Education (“Relay”) fellowship program called Leverage Leadership Institute (“LLI”). Respondent received a development endorsement certification after completing LLI and passing an evaluation in 2022. After completing the LLI in June 2022, Respondent began utilizing Relay methods and framework within her cluster at DCPS. At the start of the 2022/2023 school year DCPS, contracted with Relay for professional development services to train various leaders within DCPS including principals and superintendents. Pursuant to the contract, Respondent received coaching from Relay, in her official capacity.

Respondent used her LLI certification to contract with Relay as an adjunct facilitator. Respondent received payment from nine contracts she entered with Relay from June 2022 through May 2024. The contracts include virtual and in-person facilitation of training and coaching on behalf of Relay. A review of records provided by Relay, and confirmed by Respondent, indicated that she worked approximately 17 hours for Relay GSE during her regular tour of duty.

Respondent used her District government email account to seek, negotiate and obtain employment opportunities with Relay. An email search revealed that Respondent used her DC government email on ten occasions for communications regarding her employment with Relay. Respondent mentioned that she had been using her DC government email for most of her communication regarding Relay LLI opportunities because it was the email address she used during her DCPS-approved training with Relay. While working with Relay, Respondent did not recuse herself from working with Relay in her official capacity.

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 worked 17 hours with Relay as an adjunct facilitator during her tour of duty. Respondent worked virtual and in-person facilitation of training and coaching on behalf of Relay. Respondent used her District government email account to exchange emails regarding outside employment opportunities with Relay, which is not an authorized use of government property.

Count Two: Seeking or negotiating for employment in a manner which conflicts with her official government duties and responsibilities in violation of DPM § 1800.3(j).

- Before and after her agency contracted with Relay, Respondent negotiated for employment with Relay for services closely related to her official government duties.

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

Respondent acknowledges that her conduct was a serious violation of the Code of Conduct. In mitigation of Respondent’s conduct, she readily admitted her conduct and acknowledged that she performed non-DCPS work with Relay. According to Respondent, she did not initially understand this to be a violation and altered her behavior and sought assistance once she realized the potential violation. Respondent fully cooperated with OGE and takes accountability for her actions

III. TERMS OF THE NEGOTIATED DISPOSITION

Respondent admits that her conduct violated the District’s Code of Conduct. Respondent agrees to pay a total fine in the amount of **\$2,500.00** to resolve this matter, in accordance with the following terms and conditions:

1. Respondent agrees to pay a lump sum of **\$2,500.00** on or before May 6, 2025. Payment will be accepted by certified check or money order, made out to the D.C. Treasurer, delivered to and received by OGE at 1030 15th Street NW, Suite 700 West, Washington, DC 20005 or by electronic payment at <https://dcwebforms.dc.gov/pay/bega1/> using transaction ID 24-0103-P;
2. 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;
3. Respondent agrees that the Office of Pay and Retirement Services will transfer any unpaid leave to BEGA to satisfy any unpaid fine amount;
4. Respondent agrees to attend ethics training no later than May 6, 2025, and 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. Pursuant to 3 DCMR § 5902.16, Respondent may apply for expungement one year after the execution date of the agreement. 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 **\$2,500.00** 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.¹ Because OGE is, at this

¹ Section 221(a)(1) (D.C. Official Code § 1-1162.21(a)(1)).


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 voidable at the Board's discretion. By our signatures, we agree to the terms outlined above.



A. CARUTHERS
Respondent

3/3/25
Date



ASHLEY COOKS
Director of Government Ethics

3/7/25
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

3/6/25
Date

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



Office of Government Ethics

IN RE: A [REDACTED] Caruthers
Respondent

CASE No.: 24-0103-P

ORDER

Based upon the mutual representations and promises contained in the Negotiated Disposition approved by the Board on March 6, 2025, and upon the entire record in this case; it is, therefore: ORDERED that Respondent pay a civil penalty in the amount of **TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00)**.

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

3/6/25
Date