

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



Office of Government Ethics

In Re: A [REDACTED] Beasley

Case No.: 19-0007-C

NEGOTIATED DISPOSITION

Pursuant to section 221(a)(4)(E)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 19-124, D.C. Official Code § 1-1161.01 et seq., the Office of Government Ethics (“OGE”) hereby enters into this negotiated agreement with the Respondent, A [REDACTED] Beasley. Respondent agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

I. FINDINGS OF FACT

In May 2018, the Office of Unemployment Compensation (“OUC”) of the District’s Department of Employment Services (“DOES”) received a complaint that a Claims Examiner adjudicated a case involving her common law husband. OUC conducted an investigation and determined that a claim for unemployment benefits filed by an individual named [REDACTED] was approved by Operator ID [REDACTED]. Operator ID [REDACTED] is a unique identifier and log in credentials for DOES software. From September 2017 through June 2018, that Operator ID was assigned to District employee/Claims Examiner A [REDACTED] Beasley.

District personnel records for A [REDACTED] Beasley list her address as [REDACTED] Washington, DC 20019. [REDACTED] provided [REDACTED] Washington, DC 20019 as his address in his claimant profile. A [REDACTED] Beasley has introduced [REDACTED] to DOES colleagues as her husband. A [REDACTED] Beasley provided a written statement to DOES investigators on June 25, 2018 admitting that [REDACTED] was “member of her household” for which she adjudicated a claim. She further stated that she “cleared the issue” in the system because “there had been no electric in her home for 3 days”.

[REDACTED] received a benefit of \$264. According to the interim Chief of Benefits at DOES, Mr. [REDACTED] was “entitled to a Formal Warning letter which would have absolved the job search requirement and resulted in a payout of the benefits”.

¹ 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.”

Ms. Beasley was placed on administrative leave on June 22, 2018 and notified of her termination shortly afterwards. Her District employment terminated on October 24, 2018.

II. NATURE OF MISCONDUCT

The Respondent's conduct is in violation of the D.C. Official Code §1-1162.23 (a) which states:

No employee shall use his or her official position through decision, approval, ...or otherwise, in a judicial or other proceeding, application, request for a ruling or other determination, contract, claim, controversy, charge, accusation, arrest, or other particular matter, or attempt to influence the outcome of a particular matter, in a manner that the employee knows is likely to have a direct and predictable effect on the employee's financial interests or the financial interests of a person closely affiliated with the employee.

III. TERMS OF THE NEGOTIATED SETTLEMENT

Respondent acknowledges that her conduct violated the District Code of Conduct. Respondent agrees to pay a total fine in the amount of \$500 to resolve her violations of the District Code of Conduct, in accordance with the following terms and conditions:

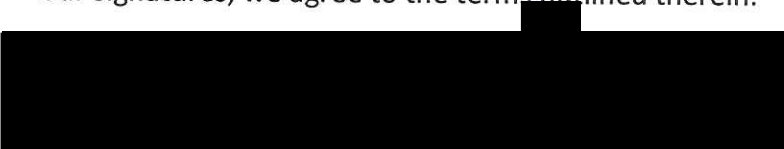

1. Respondent agrees to a payment plan of \$50 per month until the balance is paid, beginning on February 15, 2019, and every thirty (30) days thereafter
2. Payment will be accepted by certified check or money order, made out to the D.C. Treasurer, delivered to and received by OGE at 441 4th Street NW, Suite 830 South, Washington, DC 20001;
3. All outstanding amounts not paid against the fine will be due in full on or before December 31, 2019 (the "Maturity Date");
4. Respondent agrees to authorize the D.C. Treasurer to deduct the full amount of the fine or any balance from any monies owed to Respondent by the District government, and transfer such funds to the Board of Ethics and Government Accountability if the total amount is not satisfied by the Maturity Date.

Respondent acknowledges and understands that this Negotiated Disposition is only binding upon herself and OGE in resolution of her 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 Metropolitan Police Department, the District of Columbia Office of the Attorney General ("OAG"), the Internal Revenue Service ("IRS"), the United States Attorney for the District of Columbia ("USAO") or the United States Department of Justice ("DOJ"). Respondent further acknowledges and understands that notwithstanding the terms of this Negotiated Disposition, her conduct described hereinabove may also subject her to the imposition of civil and/or criminal penalties by other government agencies who are not bound by the terms of this agreement whatsoever.

Respondent understands that if she fails to pay the full 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 her that may be used in any subsequent enforcement or judicial proceeding that may result from her 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), she has the right to appeal any order or fine made by the Ethics Board. Nonetheless, the Respondent knowingly and willingly waives her right to appeal the accompanying Board Order assessing the fine in this matter in exchange for the concessions made by this OGE in this Negotiated Disposition.

Respondent further understands that if she 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.² 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.


A  Beasley
Respondent

12/12/18
Date

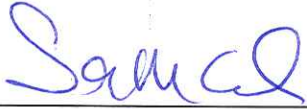

Brent Wolfingbarger
Director of Government Ethics

12-12-2018
Date

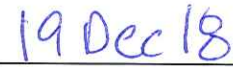
² Section 221(a)(1) (D.C. Official Code § 1-1162.21(a)(1)).

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:



Tameka Collier
Chairperson, Board of Ethics a



Date