

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



Office of Government Ethics

In Re: M. Redmond

Case No. 22-0001-F

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, 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, M. Redmond. Respondent agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

FINDINGS OF FACT:

Respondent was a District government employee from 2014 to 2020. Respondent served as the DC Public Schools (“DCPS”) Assistant Principal at Kramer Middle School (“Kramer”) for the 2019/2020 school year and part of the 2020/2021 school year. As Assistant Principal, Respondent was a full-time District government employee and his tour of duty included normal school hours. Respondent began working as a Principal with Providence Public Schools in Providence, Rhode Island on July 22, 2020 while maintaining his full-time employment with DCPS.

In an interview with OGE, Respondent admitted to maintaining a second full-time job with Providence Public Schools while serving as Assistant Principal at Kramer from July 22, 2020 until sometime in November 2020. Respondent reported to his Providence Public Schools position in-person and worked virtually as Assistant Principal at Kramer for approximately five (5) months, before submitting a letter of resignation to DCPS. Respondent worked from 8:30 am until 3:15 pm at Providence Public School while simultaneously maintaining his 8:45 am to 3:15 pm tour of duty with DCPS.

NATURE OF MISCONDUCT

Respondent violated the following provision of the District Personnel Manual (“DPM”)

Count One: Engaging in outside employment or activities, including seeking or negotiating for employment, that conflicted with Respondent’s official government duties and responsibilities in violation of District Personnel Manual (“DPM”) § 1800.3(j).

- Respondent violated this rule when he engaged in seeking and negotiating for full time employment with Providence Public Schools that consisted of the same work schedule as his DCPS 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

¹ 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.”

which may impair the efficient operation of the District government in violation of DPM § 1807.1(a).

- Respondent violated this rule when he conducted in-person duties and responsibilities as the Principal for Providence Public Schools' E Cubed Academy during the same tour of duty that he worked remotely as Assistant Principal at Kramer from July 22, 2020 until November 30, 2020, 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 he conducted in-person duties and responsibilities as the Principal for Providence Public Schools' E Cubed Academy during the same tour of duty that he worked remotely as Assistant Principal at Kramer from July 22, 2020 until November 30, 2020, a total of 17 weeks. During that time, Respondent submitted time and attendance hours for his bi-weekly DCPS paycheck, when in fact he was physically working at E Cubed Academy during those same hours.

Count Four: Receiving compensation for [outside] teaching activities during regular working hours, without using annual leave, compensatory leave, exempt time off, or leave without pay in violation of DPM § 1807.2.

- Respondent violated this rule by receiving pay for his duties as the Principal of E Cubed Academy while he was on duty as the Assistant Principal at Kramer from July 22, 2020 until November 30, 2020, a total of 17 weeks.

Respondent fully cooperated with OGE and accepted full responsibility for his actions. Respondent asserts that his performance while working virtually for DCPS was rated as highly effective. However, none of the above-referenced conduct was authorized by the District of Columbia and Respondent's conduct offends the very fabric of the government's integrity and accountability.

Moreover, 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.

TERMS OF THE NEGOTIATED SETTLEMENT

Respondent acknowledges that his conduct was a grievous violation of the Code of Conduct. Respondent further acknowledges that he failed to place loyalty to the laws and ethical principles above private gain. Respondent agrees to be publicly REPRIMANDED. Additionally, Respondent agrees not to engage in such conduct in the future, and to attend a full ethics training within six months of rejoining the District workforce, should he ever do so. 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. Accordingly, Respondent is hereby "REPRIMANDED".

Respondent further agrees to pay a fine in the amount of **TEN THOUSAND DOLLARS** (\$10,000.00), as outlined below.

1. Respondent agrees to submit monthly, by certified check or money order, **\$834.00**, commencing on February 1, 2022 and continuing on the 1st day of every month until the entire fine amount is fully satisfied;
2. Respondent agrees that he is solely responsible for satisfying the fine amount. 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; and

- 3. All outstanding amounts not paid against the fine will be due in full on or before February 1, 2023 (the "Maturity Date").

Given the particular facts of this matter, in addition to the agreed upon fine, the Board is referring this matter to the Office of the Attorney General for their consideration of whether any recoupment of District government funds wrongfully or inappropriately received by Respondent in connection with this matter is appropriate.

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 violations of the Code of Conduct that applies to District government employees and public officials. Nonetheless, the Respondent knowingly and willingly waives his 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 he 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.² 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 he 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.

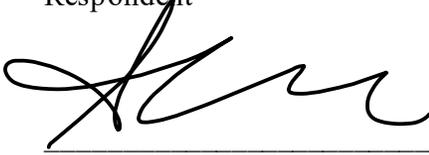
The mutual promises outlined herein constitute the entire agreement in this case. Failure to adhere to any provision of this agreement is a breach rendering the entire agreement void. By our signatures, we agree to the terms outlined therein.

DocuSigned by:

Respondent

12/8/2021

Date



Ashley D. Cooks
Director of Government Ethics

12/6/2021

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.

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

APPROVED:

Norma B. Hutcheson

Norma Hutcheson

Chairperson, Board of Ethics and Government Accountability

#22-0001-F

AC/ASM

12/13/2021

Date

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



Office of Government Ethics



IN RE: M [REDACTED]
Respondent

CASE No.: 22-0001-F

ORDER

Based upon the mutual representations and promises contained in the Negotiated Disposition approved by the Board herein on December 13, 2021, and upon the entire record in this case; it is, therefore

ORDERED that Respondent pay a civil penalty in the amount of **TEN THOUSAND DOLLARS** (\$10,000.00);

ORDERED that Respondent is publicly REPRIMANDED;

ORDERED that the Notice of Violation issued against Respondent is DISMISSED; and

ORDERED that the Board is referring this matter to the Office of the Attorney General for their consideration of whether any recoupment of District government funds wrongfully or inappropriately received by Respondent in connection with this matter is appropriate.

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

NORMA HUTCHESON
Chair, Board of Ethics and Government Accountability

12/13/2021

Date