

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



Office of Government Ethics

In Re: [REDACTED] Waters
Case No.: 1034-005

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, [REDACTED] Waters. Respondent agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

I. FINDINGS OF FACT

Respondent works as a Program Manager, for the Office of the State Superintendent of Education ("OSSE"), Division of Student Transportation. Respondent has held various positions within the agency since her initial hire in 2006. Respondent's most recent duties include the oversight of four bus terminals. Respondent was first employed by District government in 1984.

In December 2016, the Office of Government Ethics (OGE) received a complaint that OSSE employees were using government time and resources to place weekly wagers on American professional football games. Employees would complete score sheets or squares with their predicted winners and/or total points of all of the weekly games. Each score sheet was an entry. There was a \$10 fee collected with each entry. The organizers of the wagers would keep a small percentage of the monies collected. The remaining monies were awarded to the employee or player with the most accurate predictions. These activities spanned several (20+) weeks, as they continued throughout the entire professional football regular season through the championship game. Entry fees during playoff or the championship games were \$25 per week.

This respondent facilitated the collection of sheets and entry fees for the entirety of 2017 football season. Her District government email account showed weekly emails from September 2017 through January 2018 of scanned entry sheets that were sent by the respondent to a non-District employee. OSSE employees also stated that the respondent would collect monies for the pool at/around various OSSE Division of Student Transportation locations.

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."

The respondent was interviewed by OGE staff on November 7, 2018. She admitted her involvement and appeared remorseful. She indicated that this pool and other similar transactions were so widespread within the agency that she didn't realize that they were Code of Conduct violations.

II. NATURE OF MISCONDUCT

Respondent violated at least two sections of the District Personnel Manual ("DPM"), as set forth below:

- ❖ **One:** Chapter 18, § 1807.1(b), which provides: employees shall not use "government time or resources for other than official business, or government approved or sponsored activities;"
- ❖ **Two:** Chapter 18, § 1808.1, which states: "[a]n employee has a duty to protect and conserve government property and shall not use such property, or allow its use, for other than authorized purposes."

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 \$1,000 to resolve her violations of the District Code of Conduct, in accordance with the following terms and conditions:

1. Respondent agrees to authorize the District of Columbia Office of Pay and Retirement Services ("OPRS") and/or the D.C. Treasurer to deduct **20 payments of \$50** from her bi-weekly paycheck and transfer such funds to the Board of Ethics and Government Accountability, commencing January 1, 2019 and continuing until the entire fine amount is fully satisfied;
2. Respondent agrees that, in the event that her employment with the District government ceases prior to complete satisfaction of the fine amount, any outstanding fine amount will be satisfied by deduction in full from Respondent's final paycheck and/or any payment to the Respondent for unused annual leave;
3. Respondent agrees that, whether or not OPRS completes these deductions as described herein, Respondent is nonetheless 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;
4. All outstanding amounts not paid against the fine will be due in full on or before December 1, 2019 (the "Maturity Date").

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 or to the other allegations described in the Office of the Inspector General's Report of Investigation 2017-0522.


Respondent also promises not to engage in such conduct in the future, and further agrees to attend an ethics training offered by OGE within six months of the full execution of this Negotiated Disposition Agreement, or no later than May 31, 2019.

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 \$1,000 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 \$1,000 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.


Respondent

11/21/18
Date


Brent Wolfingbarger
Director of Government Ethics

11-26-2018
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:

Samuel

Tameka Collier

Chairperson, Board of Ethics and Government Accountability

19 Dec 18

Date