

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



In Re: N. Smith  
Case No. 24-0124-P

**NEGOTIATED DISPOSITION:**

Pursuant to section 221 (a)(4)(E)<sup>1</sup> 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, N. Smith. Respondent agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

**FINDINGS OF FACT:**

Respondent was a District of Columbia Public Schools (“DCPS”) employee for 10 years and served as the Principal of Dunbar High School (“Dunbar”) for the past 5 years. During Respondent’s time as Principal, she organized and operated a nonprofit 501(c)(3) organization, the Dunbar Education Fund Foundation (DEFF). Respondent started that organization to raise funds to support student activities and educational enrichment. Respondent and Dunbar staff personally funded the nonprofit and used the funds to reimburse themselves for educational enrichment activities and field trips expenses. Respondent stated that DEFF was formed separate from DCPS and was not a part of the school operating budget. She explained that she ensured donations made on behalf of a staff member were provided to the staff member immediately for the activities. Additionally, the nonprofit operated on school premises without obtaining the required authorization.

Respondent accepted a donation of \$20,000.00 that was sent to her at Dunbar and placed in the DEFF’s bank account. The donation and other DEEF funds were used to support student athletes and the athletic department, field trips, and other student-based events. Respondent states that she is now aware that she managed the 501(c)(3) and accepted donations incorrectly. Respondent asserts that the goal was to have easy access to the donations immediately since there were rumors that donations go through the school systems would take a year to be returned to the school.

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<sup>1</sup> 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.”

## NATURE OF MISCONDUCT

Respondent violated the following provision of the Ethics Act and District Personnel Manual (“DPM”):

- ❖ Count One: Directly or indirectly, solicit or accepting a gift or donation given because of the employee’s official duty or position in violation of DPM § 1803.2(b).
  - Respondent formed a 501(c)(3) non-profit organization called Dunbar Education Fund Foundation in order to avoid any delay of the financial donation processes put in place by the Office of Partnerships and Grants and DCPS Central Office. Respondent accepted a \$20,000 donation that was given because of her official position or duties in violation of this rule.

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

Respondent accepts full responsibility for the conduct stated herein. Respondent acknowledges that the conduct violated the Code of Conduct. 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 resources on other investigations.

## TERMS OF THE NEGOTIATED SETTLEMENT

Respondent 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. Accordingly, Respondent is hereby **“REPRIMANDED”**.

Respondent acknowledges and understands that this Negotiated Disposition is personally binding between Respondent and OGE in resolution of the violations of the Code of Conduct that applies to District government employees and public officials. Nonetheless, the Respondent knowingly and willingly waives the right to appeal the accompanying Board Order in this matter in exchange for the concessions made by this Office in this Negotiated Disposition.

Respondent further understands that upon the 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.<sup>2</sup> 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.

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<sup>2</sup> Section 221(a)(1) (D.C. Official Code § 1-1162.21(a)(1)).

The mutual promises outlined herein constitute the entire agreement in this case. By our signatures, we agree to the terms outlined therein.

[Redacted]

N. Smith  
Respondent

Friday June 27, 2025  
Date

Ashley D. Cooks

Ashley D. Cooks  
Director of Government Ethics

7-10-2025  
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:

Ashley Cooks on behalf

of Norma Hutcheson  
Norma Hutcheson

Chairperson, Board of Ethics and Government Accountability  
#24-0124-P  
AC/ME/ASM

7-10-2025  
Date

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



IN RE: N [REDACTED] SMITH

Respondent

CASE No.: 24-0124-P

**ORDER**

Based upon the mutual representations and promises contained in the Negotiated Disposition approved by the Board herein on July 10, 2025, and upon the entire record in this case; it is, therefore

ORDERED that Respondent is officially **REPRIMANDED** by the Board of Ethics and Government Accountability.

This Order is effective upon approval by the Board of Ethics and Government Accountability, as demonstrated by the signature of the Chairperson below.

*Ashley Cooks on behalf of*  
*Norma Hutcheson*  
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NORMA HUTCHESON  
Chair, Board of Ethics and Government Accountability

*7-10-2025*  
\_\_\_\_\_  
Date