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



Office of Government Ethics

In Re: A. Hannah Case No. 24-0070-P

NEGOTIATED DISPOSITION:

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

FINDINGS OF FACT:

Respondent is an early childhood educator for District of Columbia Public Schools ("DCPS"). She has worked as an early childhood educator for DCPS for thirteen (13) years. Respondent also owns and operates the Future Stars d/b/a Push Thru & Move, LLC ("Future Stars"), an afterschool care business for elementary school aged children. Respondent offers children the opportunity to participate in various clubs and activities through her afterschool care program.

In August 2022, Respondent was informed of an opportunity to provide afterschool care services at various DCPS elementary schools through the DCPS Partnership Program. The Partnership Program involves four steps: (1) registering with DCPS as a School Program Provider; (2) entering into a partnership agreement with DCPS; (3) ensuring that your company's staff is cleared through the DCPS Clearance Process; and (4) entering into a Building Use Agreement with the Department of General Services².

Respondent entered into a Memorandum of Agreement ("MOA") with DCPS on behalf of her business, Future Stars. Respondent signed and entered into the agreement with DCPS on October

¹ Section 221(a)(4)(A)(v) 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."

² <u>https://www.dcpspartnerships.com/partner-requirements</u>.

27, 2023. The terms of the MOA required Respondent to provide academic, wellness, and/or enrichment services to DCPS students and was to last for a period of five (5) years.

Respondent then applied for a Building Use Agreement ("BUA") with the District's Department of General Services ("DGS"). On three separate occasions, Respondent completed and signed BUA applications on behalf of her business, Future Stars. Respondent submitted the first BUA application on July 6, 2023, for Van Ness Elementary School. Respondent noted in the agreement that she planned to use the building from September 2023 until May 2024 for student enrichment activities after school. The next BUA application was completed on July 24, 2023, and was submitted for use of the facilities at Ludlow Taylor Elementary School for the period spanning September 2023 and June 2024. Respondent completed and signed the third application for a BUA for Capitol Hill Montessori on October 3, 2023. Respondent requested use of the building for her afterschool services from January 2024 until May 2024.

Respondent still operates Future Stars at various DCPS schools. She currently has 33 employees, including contractors, who assist with the after-school care and club activities. Respondent's afterschool care rates depend upon the activity or club selected but range between \$25 to \$400 for a ten-week session. The Respondent's monthly fees vary depending on the type of activity for which a child is enrolled.

NATURE OF MISCONDUCT

Respondent violated the following provision of the District Personnel Manual ("DPM"):

Count One: Serving in a representative capacity or as an agent or attorney for any outside entity involving any matter before the District of Columbia in violation of DPM § 1807.1 (h).

• Respondent violated this rule when she signed and submitted a Memorandum of Agreement with DCPS and three Building Use Agreement applications on behalf of the Future Star d/b/a Push Thru & Move, LLC, in order to get approval to provide aftercare services at a District of Columbia schools.

None of the above-referenced conduct was authorized by the District of Columbia.

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 acknowledges that her conduct was a violation of the Code of Conduct. Respondent agrees to pay a fine in the amount of \$1,500.00 to resolve this violation of the District Code of Conduct, in accordance with the following terms and conditions:

- Respondent agrees to make a lump sum payment of \$1500.00 on August 9, 2025, via 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, Washington, DC 20005 or by electronic payment at <u>https://dcwebforms.dc.gov/pay/bega1/</u> using transaction ID 24-0070-P;
- 2. Respondent agrees to attend ethics training no later than September 1, 2025.

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 waives her right to proceed to an adversarial hearing on this matter and voluntarily, knowingly, and understandingly consents to the Board's imposition of a fine against her in this matter. Pursuant to 3 DCMR § 5902.16, Respondent may apply for expungement one year after the execution date of the agreement.

Respondent also understands that if she fails to pay the 1,500.00 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 upon her 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. 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.

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 discretion of the Board. By our signatures, we agree to the terms outlined above.

A Hannah Respondent

Date

Ashley 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:

Norma B. Hatereon

7/10/2025

Date

Norma Hutcheson Chairperson, Board of Ethics and Government Accountability #24-0070-P AC/ASM/SM

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



Office of Government Ethics



Respondent

CASE Nos.: 24-0070-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 pay a civil penalty in the amount of **ONE**

THOUSAND FIVE HUNDREDD DOLLARS (\$1,500.00).

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

Norma B. Hatekern

NORMA HUTCHESON Chair, Board of Ethics and Government Accountability

_____7/10/2025____

Date