

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



Office of Government Ethics

In Re: J ██████ Williams
Case No.: 1197-002

NEGOTIATED DISPOSITION

Pursuant to section 221 (a)(4)(E) 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 (the “Office” or “OGE”) hereby enters into this public negotiated settlement agreement with the Respondent, J ██████ Williams.¹ Respondent agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

I. FINDINGS OF FACT

Respondent has worked as a Program Support Specialist in the Office of the Chief Operating Officer (“COO”) for the Office of the State Superintendent of Education (“OSSE”) since October 2012. Respondent’s job duties include managing OSSE’s corporate parking roster, which contains the names of employees who park at the Central Parking garage, located at 810 1st Street NE. Central Parking maintains a contractual relationship with the District for employees that park at its 810 1st Street facility. OSSE employees that would like to park in the garage, as a member of OSSE’s corporate account, must first inquire with Respondent and his supervisor about space availability, then submit applications to Central Parking and the Department of General Services, so that the parking fees can be deducted from their payroll checks. The monthly parking plan for non-corporate members is \$220.00 per month and the monthly plan for OSSE’s members is \$128.00 per month.

It was reported that Respondent had been observed parking in the Central Parking garage since he began employment with OSSE in October 2012. Prior to March 2016, Respondent had not submitted a parking application and was not listed as a member of OSSE’s corporate account, nor did he have an individual account. On February 18, 2016, Respondent admitted to his

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.”

supervisor that he did not have an account with Central Parking and had been parking for free. Respondent admitted that he had been parking in the garage based on an agreement that he had established with Central's parking attendant. On March 16, 2016, Respondent was interviewed by OGE staff. Respondent stated that he was given a parking pass by Central's on-site manager, but returned it when the inappropriateness of the gift was brought to his attention.

II. NATURE OF MISCONDUCT

Respondent's conduct is in violation of at least one section of the District Personnel Manual ("DPM"), as set forth below:

- ❖ **One:** Chapter 18, § 1800.3 (g), which states: "[e]mployees shall not use public office or position for private gain."

Respondent used his position at OSSE to obtain free parking within the Central Parking garage for the past three years. Essentially, Respondent took advantage of his position, as the manager of OSSE's parking roster, to gain \$4608.00 worth of free parking. In addition to the above mentioned violation, Respondent also violated the Code of Conduct by accepting a gift from a prohibited source. In mitigation of his conduct, however, Respondent has since submitted a parking application to join OSSE's corporate account and fully cooperated with OGE's investigation.

III. TERMS OF THE NEGOTIATED SETTLEMENT

Respondent acknowledges that his conduct was in violation of the District Code of Conduct in that he used his District employment to gain free parking. Respondent agrees to pay a **\$4,608.00** fine and attend ethics training provided by OGE within six months of the full execution of this Negotiated Disposition Agreement. Respondent also promises not to engage in such conduct in the future. The fine shall be paid by having **\$100** per pay period automatically deducted from Respondent's bi-weekly paycheck from the District government commencing immediately and continuing until such time as the fine amount is fully satisfied. By this agreement, Respondent expressly authorizes the Office of Pay and Retirement Services (OPRS) to make these deductions and to transfer such funds to the Board of Ethics and Government Accountability. In the event that Respondent's employment with the District government ceases prior to complete satisfaction of the fine amount, Respondent agrees that any outstanding fine amount will be satisfied by deduction in full from Respondent's final District government paycheck and/or any payment to the Respondent from the District government for unused annual leave. Respondent acknowledges that, whether or not OPRS completes these deductions as described herein, Respondent is nonetheless solely responsible for satisfying the fine amount.

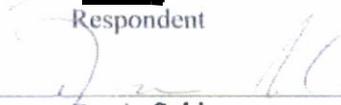
Respondent also understands that if he fails to pay the \$4,608.00 fine in the manner and within the time limit provided above, pursuant to Section 221 (a)(5)(A) of the Ethics Act (D.C. Official Code § 1-1162.21 (a)(5)(A)), the Ethics Board may file a petition in the Superior Court of the District of Columbia for enforcement of this settlement 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 him that may be used in any subsequent enforcement or judicial proceeding that may result from his failure to comply with this agreement.

Respondent further understands that if he fails to adhere to this agreement, the Office 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 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 agrees to waive any statute of limitation defenses should the Board decide to proceed in that manner 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 herein.



J. Williams
Respondent



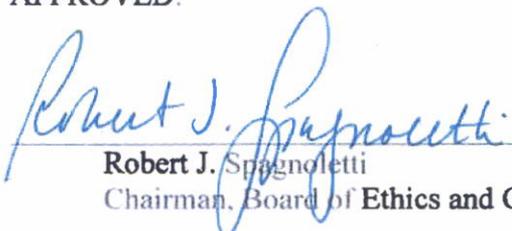
Darrin Sobin
Director of Government Ethics

3/16/16
Date

3/16/16
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 Chairman below.

APPROVED:



Robert J. Spagnoletti
Chairman, Board of Ethics and Government Accountability

3/18/16
Date

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

