

**BEFORE THE WASHINGTON SUBURBAN SANITARY COMMISSION
BOARD OF ETHICS**

COMPLAINT NO. C-20-07

SUMMARY OF SETTLEMENT AGREEMENT

On July 2, 2020, the General Manager of the Washington Suburban Sanitary Commission (“WSSC”) filed a Complaint with the WSSC Board of Ethics (the “Board”) pursuant to Section 1.65.070(a)(1) and 1.70.080(a) of the WSSC Code of Ethics (the “Code”) against a WSSC Employee (“the Employee”).

The Complaint alleged that the Employee violated the Code at Section 1.70.020 for using her office in such a way that suggests that favoritism was a motivating factor in the performance of her official duties, and at Section 1.70.200 for improperly using the prestige of her office for the gain of another.

The Complaint was investigated by WSSC Designated Staff Counsel (“Staff Counsel”). Staff Counsel, following discussions with counsel for the Employee, recommended that the Board accept a Stipulation of Settlement Agreement (Agreement) between the Employee and Staff Counsel, subject to acceptance of its terms by the Board.

Having reviewed and discussed the proposed Agreement at its April 2021 meeting, the Board issued an Order accepting the terms of the proposed Agreement. As part of the Agreement, the Board issued this Summary Stipulation of Facts and Summary of Settlement Agreement for posting on the Board's internet page on the WSSC website.

SUMMARY STIPULATION OF FACTS

1. This Agreement was entered into pursuant to WSSC Board of Ethics Rules of Procedure Code Section 1.65.070(f).
2. On July 2, 2020, the General Manager of the Washington Suburban Sanitary Commission (“WSSC”) filed a Complaint with the WSSC Board of Ethics (the “Board”) against Respondent (“Respondent”), pursuant to Section 1.65.070(a)(1) and 1.70.080(a) of the WSSC Code of Ethics (the “Code”).
3. An audit conducted in 2017 and updated and reissued in January 2019 found that consultant selections in the WSSC Information Technology (“IT”) department were subject to favoritism and conflicts-of-interest, and the audit issued recommendations to better avoid such conflicts and the appearance of favoritism.
4. In September of 2018, the IT Department accepted the audit findings and confirmed in writing that the audits recommendations had been instituted for all IT Managers to follow.
5. A WSSC contract administrator assisting the Chief Information Officer (“CIO”) first issued instructions to IT Managers in September 2017 to disseminate the findings and recommendations of the audit with respect to consultant selections within the IT department, and periodically reissued similar guidance in 2018 and 2019.
6. Respondent was hired as a full-time employee (“FTE”) in March of 2019 as a Project Manager in the IT Governance office.
7. Respondent was tasked as part of her job responsibilities with selecting an Assistant to a Project Management Officer, known generally in IT as a Project Coordinator.
8. The Respondent received written guidance via email from the contract administrator in May of 2019 as to the audit recommendations for consultant selection under various Basic Ordering Agreements (“BOAs”) within the IT department.
9. Respondent recalled in an interview for this matter discussing the consultant opening with friends from church and she encouraged her friends to send along anyone they might know looking for an entry level position.
10. On July 29, 2019, KM emailed a copy of her resume directly to Respondent at her WSSC email address.

11. On July 31, 2019, “Individual 1” from “Vendor A” directly responds to an email that came from Respondent’s WSSC email account, and the subject line was “RE: K_____ M_____ resume” suggesting that Respondent forwarded KM’s resume to Individual 1 to see if vendor A could use her as a consultant candidate. Respondent soon thereafter learned from the contract administrator that Vendor A was not a vendor under BOA 1124, the contract vehicle Respondent was using to bring on a consultant.
12. On August 12, 2019 Individual 2 of Vendor B emails Respondent at her WSSC email address and apologizes for not getting back to her because he had been out of the country for a week. He asks her to please call.
13. On August 13, 2019, KM sends her resume directly to Individual 2, with no cover letter or explanation of what position she is seeking.
14. After receiving KM’s resume on August 13, 2019, Individual 2 emails a sample job description to Respondent for a Business Process Improvement Consultant’s labor category.
15. In her interview for this matter, Respondent claimed that she went to another manager in IT for guidance, as it was her understanding that this manager had previously hired other consultants into the Governance office.
16. Respondent specifically stated that she received a job description from this manager, but it was for a senior level person, and all she wanted was a project coordinator.¹ Respondent indicated that she made some changes to the language provided by this manager and then presented it to the contract administrator, who would then turn it into a task order. Respondent was clear in her interview she never asked for, nor received any information regarding job descriptions from anyone other than this other IT manager. These assertions by Respondent are contradicted by documents retrieved from Respondent’s WSSC email account.
17. Late in the day on August 13, 2019, Individual 2 of Vendor B forwards KM’s resume to Vendor B’s Operations Manager, telling him to call KM the next day at 10AM and that “she is looking for a business process analyst position.”

¹ “Project Coordinator” was not a position set forth in BOA 1124, which became the contract vehicle for bringing on KM.

18. On Tuesday, August 20, 2019, Individual 2 emails Respondent with the subject line “Business Process Improvement Consultant – K_____ Description” and states “As discussed, I have attached the job description for K_____’s Task Order. Please review it and let me know your thoughts.” This job description is a heavily edited version of the one Individual 2 emailed to Respondent on August 13, 2019.
19. On August 22, 2019 Respondent replies via email to Individual 2, thanking him for the job description and asks, “Have you had a chance to speak with K_____ regarding her resume?”
20. Individual 2 responds the same day (August 22) and asks if Respondent “could...please have [the contract administrator] get the Task Order out?”
21. On Friday, August 30, 2019, BOA 1124, TO 40 goes out to approved vendors seeking a Senior Business Process Improvement Consultant.
22. Individual 2 forwards the Vendor 2 response to TO 40 on September 3, 2019 (with KM as the candidate) and lets Respondent know the same day “that K_____’s TO came out on Friday and we just responded with her updated resume.” Respondent responds via email “OK, thanks”.
23. The minimum requirements for a Senior Business Process Improvement Consultant is set forth in BOA 1124. It states:

Minimum Qualifications: At least eight years of progressive experience in business improvement projects. Demonstrated track record of reengineering business processes particularly as they relate to water and wastewater utilities. Clear understanding of the business process streamlining methodologies. Bachelors degree required; advanced degree preferred.
24. According to her resume, KM received her B.A. in 2017 in the field of Mass Communications, and in the 2+ years since her graduation, she worked as a data clerk (4 mos.), a registration clerk for a non-profit agency (1 year), an assistant with a photography company (7 mos.) and an assistant manager at a pizza delivery chain (for 9 mos.).
25. Respondent recalled that she received two resumes. Respondent stated she really didn’t recall the male candidate, as he was very rude. She stated that the next interviewee was KM, whom she knew through a group of friends at church. After first denying knowledge of how KM might have known how to apply through Vendor 2 for a project

coordinator role, Respondent said she recalled that she may have previously told her group of church friends that “if you know anybody, have them reach out to those two companies (Vendor 2 and Vendor 3)” because she recalled that other consultants had come from those vendors”.

26. Respondent said that when KM showed up for her interview in early September, it was only then she realized the woman applying for the consultant position was the daughter of one of her friends (with a different last name). Respondent claimed she made the other WSSC interviewer aware of the fact that she “was familiar with” KM but had never worked with her. The other interviewer denied receiving this information.
27. Respondent did not fill out a conflict of interest form with respect to the selection procedures involving KM as required by the audit recommendations that had been provided to Respondent in May 2019.
28. By September 13, 2019, Respondent and Individual 2 are emailing regarding KM’s security clearance check. KM started work on September 23, 2019 as a Senior Business Process Improvement Consultant.
29. Emails dated between 9/19/19 and 9/30/19 indicate that the contract administrator informed the Chief of Governance of the selection of KM at a rate of \$86.40/hour (or \$172,800 per year). The Chief of Governance then requested a review of KM’s resume and instructed both Respondent and the contract administrator to negotiate a lower rate with Vendor 2 (“around \$60 per hour”) through Individual 2. Individual 2 acquiesced immediately to the reduction in rate.
30. When asked in her interview about her dealings with vendors, and specifically Vendor 2, Respondent stated that she only gets in touch with vendors “if we are letting someone go” or when there is a hiring issue (clearances) that needs to be addressed. Had the matter proceeded to hearing, the parties agree that there was sufficient evidence for the Board to find that these statements were directly contradicted by other evidence obtained in this investigation from Respondent’s WSSC email account.
31. Had the matter proceeded to hearing, the parties agree that there was sufficient evidence for the Board to find that Respondent improperly contacted and worked closely with Individual 2 of Vendor 2 to submit the resume of an otherwise unqualified person for the position of Senior Business Process Improvement Consultant at WSSC.

SUMMARY OF SETTLEMENT AGREEMENT

1. The foregoing Summary Stipulation of Facts are regarded by the Parties as true and correct and were expressly incorporated into the Agreement.

2. The Employee acknowledged that Staff Counsel has evidence that, if presented at a hearing before the Board, could lead to a finding by a preponderance of the evidence that the Former Employee violated Sections 1.70.020 and 1.70.200 of the WSSC Code of Ethics.

3. The Employee acknowledges that her conduct in receiving the resume of someone she was familiar with, and advocating that person to a vendor for purposes of filling a consultant position within her own department, and thereafter working with the vendor to assure that same individual's resume was presented to WSSC as a qualified and acceptable candidate, is using her office in such a way that suggests that favoritism was a motivating factor in the performance of her official duties, in violation of 1.70.020.

4. The Employee acknowledges that her conduct in receiving the resume of someone she was familiar with, and advocating that person to a vendor for purposes of filling a consultant position within her own department, and thereafter working with the vendor to assure that same individual's resume was presented to WSSC as a qualified and acceptable candidate, is improperly using the prestige of her office for the gain of another, in violation of 1.70.200.

5. Employee further acknowledges that she was not completely candid in her interview during an official WSSC investigation, which she participated in in her official capacity as a WSSC employee and which took place on WSSC property.

6. Employee acknowledges that pursuant to this Settlement Agreement, and Respondent's actions as set forth in paragraphs 2 through 6 above, Respondent specifically agrees

to a 5-day suspension without pay to be issued by the Human Resources (HR) department, documenting her violations of WSSC Code Sections 1.70.020, and 1.70.200.

7. The Employee also agrees to a limited waiver of the Board's confidentiality provisions so that the Board can convey the Summary Stipulation of Facts and Summary of Settlement Agreement to appropriate offices at the WSSC for purposes of compliance and enforcement of the Summary of Settlement Agreement.

8. Specifically as part of this Agreement, and as consideration for the Respondent accepting this Agreement, the Board agreed that it will not impose or recommend any other sanctions, penalties, or take other actions against the Employee, other than what is set forth in Paragraphs 2 through 7 above.

9. The Employee waived any formal proceedings and hearing in this matter.

10. The Employee and Staff Counsel entered into the Agreement for the sole purpose of resolving the matters that arose under the Complaint and for no other purpose.

11. The Employee voluntarily entered into the Agreement to resolve the Complaint pending against her without a hearing before the Board.

12. The Employee warranted and represented that the Agreement was signed only after due consideration and after due consultation with her attorney, and that the Employee was not fraudulently induced, coerced or intimidated to sign the Agreement. The Employee was represented during the settlement proceedings by counsel, as indicated by counsel's signature on the Agreement.

13. The Agreement constituted the entire agreement and understanding between and among the Parties concerning the matters set forth therein. No other communications (written or oral) shall be construed or interpreted as a part of the Agreement.

On this 15th day of April 2021, the Board approved the foregoing Summary of Settlement Agreement in the above-captioned Complaint for posting on the WSSC Board of Ethics internet page.

DocuSigned by:
George E Pruden, II
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George E. Pruden, II, Chair