

BEFORE THE WASHINGTON STATE
EXECUTIVE ETHICS BOARD

In the Matter of:

[REDACTED]

Respondent.

No. 2012-051

STIPULATED FACTS,
CONCLUSIONS AND ORDER

I. STIPULATION

THIS STIPULATION is entered into under WAC 292-100-090(1) between the Respondent, [REDACTED] and Board Staff of the WASHINGTON STATE EXECUTIVE ETHICS BOARD (Board) through EVELYN LOPEZ, Acting Executive Director. The following stipulated facts, conclusions, and agreed order will be binding upon the parties if fully executed, and if accepted by the Board without modification(s), and will not be binding if rejected by the Board, or if the Respondent does not accept the Board's proposed modification(s), if any, to the stipulation.

Section 1: PROCEDURAL FACTS

1.1. On August 30, 2012, the Executive Ethics Board (Board) received a complaint alleging that [REDACTED] former Executive Director, The Evergreen State College (TESC), Tacoma Program, may have violated the Ethics in Public Service Act when she hired an adjunct professor to teach in the Tacoma program.

1.2. The Board is authorized under RCW 34.05.060 to establish procedures for attempting and executing informal settlement of matters in lieu of more formal proceedings under the Administrative Procedures Act, including adjudicative hearings. The Board has established such procedures under WAC 292-100-090.

1.3. [REDACTED] understands that if Board staff proves any or all of the alleged violations at a hearing, the Board may impose sanctions, including a civil penalty under RCW 42.52.480(1)(b) of up to \$5,000, or the greater of three times the economic value of anything received or sought in violation of chapter 42.52 RCW, for each violation found. The Board may also order the payment of costs, including reasonable investigative costs, under RCW 42.52.480(1)(c).

1.4. [REDACTED] recognizes that the evidence available to the Board staff is such that the Board may conclude she violated the Ethics in Public Service Act. Therefore, in the interest of seeking an informal and expeditious resolution of this matter, the parties agree to entry of the stipulated findings of fact, conclusions of law and agreed order set forth below.

1.5. [REDACTED] waives the opportunity for a hearing, contingent upon acceptance of this stipulation by the Board, or her acceptance of any modification(s) proposed by the Board, pursuant to the provisions of WAC 292-100-090(2) which provides in part:

The board has the option of accepting, rejecting, or modifying the proposed stipulation or asking for additional facts to be presented. If the board accepts the stipulation or modifies the stipulation with the agreement of the respondent, the board shall enter an order in conformity with the terms of the stipulation. If the board rejects the stipulation or the respondent does not agree to the board's proposed modifications to the stipulation, the normal process will continue. The proposed stipulation and information obtained during formal settlement discussions shall not be admitted into evidence at a subsequent public hearing.

1.6. If the Board accepts this stipulation, the Board will release and discharge [REDACTED] from all further ethics proceedings under chapter 42.52 RCW for matters arising out of the facts contained in the complaint in this matter, and any other prior claims, subject to payment of the full amount of the civil penalty due and owing, any other costs imposed, and compliance with all other terms and conditions of the agreed order. [REDACTED] in turn agrees to release and discharge the Board, its officers, agents and employees from all claims, damages, and causes

of action arising out of this complaint, and any other prior claims, and this stipulation and agreed order.

1.7. If this Stipulation is accepted, this Stipulation and Order does not purport to settle any other claims between [REDACTED] and the Washington State Executive Ethics Board, the State of Washington, or other third party, which may be filed in the future.

1.8. If this Stipulation is accepted, this Stipulation and Order is enforceable under RCW 34.05.578 and any other applicable statutes or rules.

1.9. If the Board rejects this stipulation, or if [REDACTED] does not accept the Board's proposed modification(s), if any, this matter will be scheduled for an administrative hearing in front of the Board and [REDACTED] waives any objection to participation by any Board member at any subsequent hearing to whom this stipulation was presented for approval under WAC 292-100-090(2). Further, [REDACTED] understands and agrees that this proposed stipulation and information obtained during any formal settlement discussions held between the parties shall not be admitted into evidence at a subsequent public hearing, unless otherwise agreed by the parties.

Section 2: FINDINGS OF FACT

2.1. [REDACTED] was the Executive Director of the TESC, Tacoma Program for all times pertinent to this investigation. As the Executive Director, [REDACTED] was responsible for the Tacoma facility and administrative staff assigned to the Tacoma Campus. Faculty, including adjunct professors, were hired by the Provost upon the Dean's recommendations, and officially reported to the Academic Deans, located at the main Olympia Campus.

2.2. In January of 2010, Ms. Ceragioli was the Artistic Director, owner and manager of the Tacoma Ballet School where [REDACTED] granddaughter was attending. At first, Ms. [REDACTED] would only occasionally visit, but their friendship grew and the visits became more

frequent. They would take walks in the park, have dinner together regularly and Ms. Ceragioli was attending many of [REDACTED] professional business events. They were becoming good friends.

2.3. Ms. Dorothy Anderson taught psychology classes for TESC Tacoma Program. Ms. Anderson stated that during the Spring of 2010 she proposed to teach a class on Psychology of Health and Physicality. She stated that [REDACTED] found a study on the Psychology of Movement and shared it with her. [REDACTED] introduced Ms. Anderson and Ms. Ceragioli by phone stating they would be a good match for Ms. Anderson's spring class. Along with her credentials as an accomplished ballet instructor, Ms. Ceragioli had a Masters degree in English from the University of Nevada – Reno.

2.4. As the spring 2010 academic quarter was approaching, [REDACTED] spoke with Bill Ransom, Academic Dean, to discuss the Spring, 2010 curricular needs. The Dean was responsible for oversight of the TESC-Tacoma Programs at that time. At that time, [REDACTED] recommended Ms. Ceragioli. There were no other candidates for the position. Typically, the practice in Tacoma, since the inception of the Campus, has been to hire adjuncts as needed for the campus on a temporary basis.

2.5. Ms. Ceragioli submitted a resume and work history form to Nancy Murray, Academic Dean for Hiring and Development. Ms. Murray verified the information contained on the resume and work history. From that information she calculated a starting salary. After completing her review of Ms. Ceragioli's credentials, she requested that the then Provost, Dr. Kenneth Tabutt, issue a contract letter to Ms. Ceragioli. The contract letter was issued on April 9, 2010. The contract was for the spring quarter of 2010. Ms. Ceragioli also agreed to team-

teach the Psychology and Movement class with Dr. Anderson, who is a psychologist. This class started on March 29, 2010.

2.6. TESC hired Ms. Ceragioli at [REDACTED] request and recommendation.

2.7. In September 2010, Ms. Ceragioli observed that [REDACTED] was stressed. She was working a full-time job with duties night and day and trying to attend to her husband who was suffering from dementia. Ms. Ceragioli suggested that [REDACTED] stay with her. During the late Spring of 2010, Ms. Ceragioli was asked by [REDACTED] to teach the fall 2010 Expository Writing Class in the Tacoma Program. Mr. Ransom negotiated with Ms. Ceragioli to teach the class, and she accepted the offer. On July 8, 2010, a contract was made for Ms. Ceragioli to teach the Fall quarter of 2010. In November 2010, the contract was revised to include the Winter and Spring quarters of 2011. In mid October of 2010, [REDACTED] moved in with Ms. Ceragioli. [REDACTED] has never seen any contract that was negotiated with Ms. Ceragioli.

2.8. Mr. Ransom, Academic Dean, told Board investigators that when he first heard from [REDACTED] that she was planning to move in with Ms. Ceragioli he told her that because of Ms. Ceragioli's recent hire it might look like a quid pro quo situation and that it might be a problem with the rest of the faculty. He indicated that [REDACTED] assured him as an attorney that there was no conflict of interest and that it was only temporary. [REDACTED] contends that Mr. Ransom never made these comments to her.

2.9. [REDACTED] stated that while she was staying with Ms. Ceragioli, Ms. Ceragioli began advising her on how to get her life back under control. At Ms. Ceragioli's urging Ms. [REDACTED] started looking at nursing homes for her husband. She stated that she was only looking at homes that she could afford. Ms. Ceragioli indicated that [REDACTED] told her that she could

only afford to pay half of the amount Narrows Glen was requesting. Ms. Ceragioli offered to pay the other half.

2.10. Ms. Ceragioli paid the full amount for the care that was given to [REDACTED] husband. On average, that amount was approximately \$4,000 per month. This amount was later reimbursed to Ms. Ceragioli.

2.11. Bill Ransom told the Board investigator that Ms. Ceragioli's direct supervisor was the Provost. He went on to say Ms. Ceragioli could have easily surmised that [REDACTED] was her supervisor not knowing Evergreen's unusual structure and being hired for a very narrow scope of service and a relatively short span of time. He went on to say that, [REDACTED] is a very forceful presence in the Tacoma Program and that may have contributed to Ms. Ceragioli's assumption, that [REDACTED] was her supervisor.

2.12. At all times material, Bill Ransom observed Ms. Ceragoli's teaching and evaluated her job performance, and all of Ms. Ceragoli's self-evaluations were submitted to Bill Ransom. [REDACTED] has never seen an evaluation of Ms. Ceragoli's job performance and has never seen Ms. Ceragoli's self-evaluations.

2.13. In July 2011, Ms. Ceragioli signed a new contract to teach the 2011 – 2012 school year.

2.14. On September 2, 2011, [REDACTED] signed a Promissory Note to repay \$39,205.10 back to Ms. Ceragioli.

2.15. On March 31, 2012, [REDACTED] moved out of Ms. Ceragioli's home.

2.16. These allegations came to the attention of TESC Academic Affairs Provost, Michael Zimmerman in May of 2012. On June 18, 2012, [REDACTED] met with Mr. Zimmerman to discuss the issues.

2.17. On June 22, 2012, [REDACTED] resigned her position as the Executive Director of the Tacoma Program.

Section 3: CONCLUSIONS OF LAW

3.1. Pursuant to chapter 42.52 RCW, the Executive Ethics Board has jurisdiction over [REDACTED] and over the subject matter of this complaint.

3.2. Pursuant to WAC 292-100-090(1), the parties have the authority to resolve this matter under the terms contained herein, subject to Board approval.

3.3. The Ethics in Public Service Act, Chapter 42.52 RCW, prohibits state employees from conducting activities incompatible with their public duty (Conflict of Interest). RCW 42.52.020 states:

No state officer or state employee may have an interest, financial or otherwise, direct or indirect, or engage in a business or transaction or professional activity, or incur an obligation of any nature, that is in conflict with the proper discharge of the state officer's or state employee's official duties.

3.4. Based on Findings of Fact 2.1 through 2.17, [REDACTED] conducted activities incompatible with her public duty in violation of RCW42.52.020.

3.5. The Ethics in Public Service Act, Chapter 42.52 RCW, prohibits state employees from securing Special Privileges. RCW 42.52.070 states:

Except as required to perform duties within the scope of employment, no state officer or state employee may use his or her position to secure special privileges or exemptions for himself or herself, or his or her spouse, child, parents, or other persons.

3.6. Based on Findings of Fact 2.1 through 2.17, [REDACTED] secured special privileges in violation of RCW42.52.070.

3.7. The Board is authorized to impose sanctions for violations to the Ethics Act pursuant to RCW 42.52.360. The Board has set forth criteria in WAC 292-120-030 for imposing sanctions and consideration of any mitigating or aggravating factors.

Section 4: AGGRAVATING AND MITIGATING FACTORS

In determining the appropriateness of the civil penalty, the Board reviewed the criteria in WAC 292-120-030. It is an aggravating factor that [REDACTED] was the Executive Director of the Tacoma Campus of The Evergreen College for the times pertinent to this investigation. It is a mitigating factor that [REDACTED] has paid back the money she borrowed from Ms. Ceragioli, and that [REDACTED] resigned her position as the Executive Director of the TESC Tacoma Program.

Section 5: AGREED ORDER

5.1 For the violations of RCW 42.52.020 and 42.52.070, [REDACTED] will pay a civil penalty in the amount of three thousand five hundred dollars (\$3,500.00). The Board agrees to suspend one thousand five hundred dollars (\$1,500.00) on the condition that [REDACTED] complies with all terms and conditions of this Stipulation and commits no further violations of RCW 42.52 for a period of two years from the date this agreement is executed.

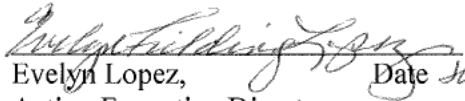
5.2 The civil penalty of two thousand dollars (\$2,000.00) is payable in full, to the State Executive Ethics Board within 45 days after this stipulation is accepted by the Board, or as otherwise agreed to by the parties.

II. CERTIFICATION

I, [REDACTED] hereby certify that I have read this Stipulation and Agreed Order in its entirety; that my counsel of record, if any, has fully explained the legal significance and consequence of it; that I fully understand and agree to all of it; and that it may be presented to the Board without my appearance. I knowingly and voluntarily waive my right to a hearing in this matter; and if the Board accepts the Stipulation and Agreed Order, I understand that I will receive a signed copy.

[REDACTED]
Date 6/5/2014
Respondent U O

Stipulated to and presented by:



Evelyn Lopez, Date June 12, 2014
Acting Executive Director

II. ORDER

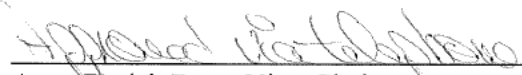
Having reviewed the proposed Stipulation, WE, THE STATE OF WASHINGTON EXECUTIVE ETHICS BOARD, pursuant to WAC 292-100-090, HEREBY ORDER that the Stipulation is

ACCEPTED in its entirety;
 REJECTED in its entirety;
 MODIFIED. This Stipulation will become the Order of the Board if the Respondent approves* the following modification(s):

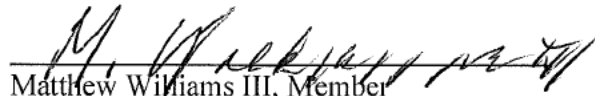
DATED this 11th day of July 2014.



Lisa Marsh, Chair



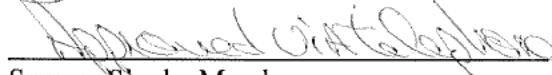
Anna Dudek Ross, Vice-Chair



Matthew Williams III, Member



Samantha Simmons, Member



Sumeer Singla, Member

* I, _____, accept/do not accept (circle one) the proposed modification(s).

Respondent Date