

BEFORE THE WASHINGTON STATE
EXECUTIVE ETHICS BOARD

In the Matter of:

Katie Egbert

Respondent.

No. 2022-021

STIPULATED FACTS,
CONCLUSIONS OF LAW AND
AGREED ORDER

THIS STIPULATION is entered into by Respondent, Katie Egbert and Board Staff of the WASHINGTON STATE EXECUTIVE ETHICS BOARD (Board) through KATE REYNOLDS, Executive Director, pursuant to chapter 42.52 RCW, chapter 34.05 RCW, and WAC 292-100-090(1). The following stipulated facts, conclusions of law, 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. This stipulation is based on the following:

A. STIPULATED FACTS

1. On July 29, 2022, the Executive Ethics Board (Board) received an agency referral from the Department of Children, Youth, and Families (DCYF) that Katie Egbert (Ms. Egbert) a Social Service Specialist 3 (SSS3) in the Children Welfare Operations Division of DCYF, may have violated the Ethics in Public Service Act. According to the complaint, Ms. Egbert is conducting activities that are incompatible with her official duties.

2. According to DCYF, Ms. Egbert was originally hired by the Department of Social and Health Services (DSHS) and was part of the transition to DCYF. She was originally hired on April 14, 2015 as a SSS3 in the Kent office. On April 16, 2016, she was an SSS3 assigned to Child

Health and Education Tracking (CHET). On September 16, 2016, she was assigned as a SSS3 at the Child and Family Welfare Services Unit (CFWS) at the Tacoma office. On June 16, 2016, she was promoted to SSS5 Supervisor with DCYF at the Puyallup office. On January 16, 2021, she was assigned to the Spokane Valley Office as a SSS3/CFWS worker which is the position she held at the time of the complaint. According to DCYF, Ms. Egbert resigned from DCYF effective August 31, 2022.

3. According to DCYF, Ms. Egbert worked with children and families and an essential function of her job was to testify in dependency proceedings in court where DCYF and the Social Service Specialist are represented by the Office of the Attorney General. According to DCYF, the families are represented by the Office of Public Defense (OPD).

4. DCYF provided Board staff with the following example of the Facebook posting by Ms. Egbert that was provided by the complainant.

“I am looking to add some new clients for the month of August to ease out of maternity leave and would love some help with referrals! For every referral you send my way I will be mailing out a Starbucks gift card as a thank you (existing clients will be getting one free coaching session or hour of advocacy service). Cmon dependency colleagues, let me fuel your caffeine addiction!” [sic]

5. According to DCYF, this is in “direct juxtaposition to her role with DCYF and creates a conflict of interest.” Furthermore, it was unclear whether she utilized her position with DCYF to obtain a contract with OPD. In addition, screenshots indicate that she provides direct counseling services to clients who may also be DCYF clients. According to DCYF, this would mean that Ms. Egbert is receiving pay from DCYF to work with clients and then gets paid to provide them with direct services from the OPD.

6. According to DCYF, at the time of this complaint, Ms. Egbert was under an administrative investigation unrelated to the alleged ethics violation but was on protected leave

and had not yet been interviewed for the internal investigation. According to DCYF, they intended to investigate the additional allegations as it relates to DCYF policy on conduct expectations and ethics when Ms. Egbert returned from her protected leave in September 2022.¹

7. Board staff Googled the name of Mr. Egbert's business, Foundational Connections, LLC, which is the business listed on the Facebook screenshot. According to entity overview on Washington-company.com, Foundational Connections LLC was incorporated on April 25, 2022. Ms. Egbert is listed as the Registered Agent.

8. On August 17, 2022, Ms. Egbert responded to Board staff by email. She said that she "refuted" most of the accusations outlined in the complaint, as they are inaccurate and taken out of context. Ms. Egbert said she acknowledges that while she was on protected leave, she took steps to open her own private practice; Foundational Connections, LLC.

9. According to Ms. Egbert, because she was on protected leave she did not have access to her work email or state forms. She said that as a result she did not have access to the outside employment forms referenced in the complaint. She said she had every intention of completing one, as she has done in the past with her other outside employment.

10. Ms. Egbert said she notified her supervisor, Julie Hardison (Ms. Hardison), by telephone. Ms. Egbert said that by mistake she used Ms. Hardison's personal cell phone, instead of her work cell phone. Ms. Egbert said that when she spoke to Mrs. Hardison, Ms. Hardison acknowledged that she had received the message from her and was aware at that time.

¹ DCYF has since notified Board staff that Ms. Egbert resigned from DCYF on August 31, 2022. According to DCYF, when an employee resigns, they no longer have jurisdiction to proceed with the investigation. DCYF provided Board staff with a letter sent to Ms. Egbert notifying her that should she return to DCYF, the investigation will resume.

11. Ms. Egbert provided Board staff with a screen shot of the text message dated April 25, 2022 at 9:12 am.² The message said:

“Hi Julie. I wanted to check and see if it would be alright to use you as a reference. I am not applying for external jobs as of yet, but looking into doing some additional expert contract work with OPD. If/when it gets approved, I will be sure to do the outside employment paperwork.”

12. Ms. Egbert said she did not utilize state resources or her position at DCYF to acquire new clients or their information. She said that she has not taken on any paid coaching clients based in Washington since the creation of her business, but did accept a contract with OPD dba Foundational Connections.

13. Ms. Egbert said she realized that the social media post referenced in the complaint was taken out of context and was in poor taste. She said her professional experience and contacts extend beyond just DCYF, and it was based on that comprehensive career experience, not her position at DCYF in Spokane Valley, for which she pursued private practice.

14. According to Ms. Egbert, in an effort to resolve concerns outlined in the complaint, she submitted her resignation from state service.

15. After reviewing Ms. Egbert’s response, Board staff spoke to her on the telephone in an effort to clarify her contract with OPD and her relationship to the DCYF clients mentioned in her response. After speaking with Ms. Egbert she agreed to provide a written response to address Board staff’s follow-up questions.

² The telephone listed on the screen shot was Ms. Hardison’s. Ms. Egbert said she was using her personal cell phone because she was on protected leave at the time.

16. In regards to her contract with OPD, the contract provided to Board staff is her one and only OPD contract that she has had thus far. It is a contract between herself and the assigned attorney, funded through OPD. She said she will be providing expert services for a specific case (criminal or family law).

17. A review of the contract by Board staff noted that the contract was for a "Homestudy" for a specific client who was identified by an OPD case number and said that the service was not to exceed \$1,000. The contract also identified the attorney assigned to the case.

18. According to Ms. Egbert, her name and contact information is available to OPD for expert services, based on the areas in which she has extensive training, and is competent to provide that service. She said it is not employment or a contract through OPD directly. However, it is commonly referred to as just OPD contract work, as that is the overseeing agency.

19. According to Ms. Egbert, each time an attorney might have a question or service need, they receive funding approval from OPD to contract with her. Simple requests or very time-limited services (such as those under \$500) may not have a contract at all, but rather be paid at an hourly rate for actual time spent.

20. In regards to Board staff's question about how she recognized the client on the contract as a DCYF case and what she did to screen it for a conflict of interest, Ms. Egbert said that the attorney on the contract does dependency work in Pierce County where she was previously employed through DCYF. She said she recognized the office in which the dependency was filed, and made contact with the attorney to ask further questions about the client to make sure she had not previously spoken with or provided any direct services to the client. Ms. Egbert said that she and the attorney on the contract determined that she had not provided direct services to the client's family in the past so she accepted the referral.

21. Board staff contacted DCYF and provided them with the name of the client to verify Ms. Egbert did not provide direct service to that client. In a written response to Board staff, Renata Rhodes (Ms. Rhodes), the Workplace Investigations Administrator in HR stated, “[w]e have five people with that name in our database. I searched all of them with a search criteria of 1/1/2010 through 9/23/22. She did not access any of these people. The answer is no, she did not seem to provide services to him.”

22. In regards to Board staff’s question about why she waited until she started her outside business to contact her employer about a possible conflict of interest, Ms. Egbert said that at that time, she was having personal family issues that resulted in an open CPS case. Ms. Egbert said her attorney recommended that she limit any communication with DCYF, whether for personal or professional reasons, and she followed that advice. Ms. Egbert said she notified her supervisor that she applied for the business license out of professional courtesy.

23. According to Ms. Egbert, this all occurred after she was on protected leave from DCYF, so she was not providing active direct services during that time. Ms. Egbert said she had notified her supervisor that she did not intend to return to service with DCYF but delayed formally submitting her resignation in order to receive her federally protected paid family medical leave benefit.

24. In regards to Board staff’s question if she retained her work computer and telephone while on protected leave, Ms. Egbert said that she had them in her possession. She said that she had been removed from the DCYF network and did not have access to any state resources or databases, or her state work email to the best of her recollection.

25. According to Ms. Egbert, she didn’t have access to submit for paid or sick leave time slips, and utilized her personal email to contact her supervisor for assistance in things like

submitting time off, how to contact the union, etc. Ms. Egbert said she could not recall if she initially forwarded any texts or voicemails from her cell phone after the end of March back to her supervisor, but may have.

26. Board staff were advised by DCYF that Ms. Egbert's supervisor had already put in a request to IT about her departure. As a result, DCYF Field IT, not knowing about an investigation, initiated the off boarding process resulting in the computer being "wiped, without a backup, and prepped to be given to new staff."

27. In a written response to Board staff, Ms. Hardison confirmed that that she received a text message from Ms. Egbert on her personal cell phone at 9:12 am on April 25, 2022. Ms. Hardison confirmed that the screenshot provided by Ms. Egbert was accurate. Ms. Hardison also said she did not respond to that text. She said she wanted to take some time to think about how to respond because she was not willing to be a reference at that time due to other circumstances going on with Ms. Egbert. She said "then honestly I forgot about it."

28. Ms. Hardison said she contacted Ms. Egbert on August 11, 2022, by telephone and by text, about a different matter. During that phone call, Ms. Egbert let her know about the ethics complaint.

29. Board staff asked Ms. Hardison if she would have approved Ms. Egbert's request for outside employment if she had submitted the form. In a written response, Ms. Hardison said she would have consulted her area administrator, but does not know if it would have been approved. She said that given the nature of this specific outside job, she suspects it would have been deemed a conflict of interest. Her understanding of the nature of the contract with OPD is that it would include making/writing recommendations in opposition to DCYF.

30. Board staff asked Ms. Hardison when Ms. Egbert advised her that she may not be returning to DCYF. In a written response, Ms. Hardison said that Ms. Egbert was placed on alternative assignment around November 1, 2021 and remained in that status until her maternity leave started on March 25, 2022. She said that as far back as November and December, Ms. Egbert shared doubts if she would return to work at DCYF following her maternity leave.

31. According to Ms. Hardison, in or about April 2022, she recalled that Ms. Egbert talked more specifically about looking for other work options, as she felt her professional reputation was too damaged to return to the agency in the same capacity. Ms. Hardison said it has been clear to her that since at least April 2022 Ms. Egbert planned to resign once her maternity leave was complete. Ms. Hardison said that those conversations took place via telephone during calls to discuss her time slips and use of leave hours.

32. Ms. Hardison said that the specific statement that Ms. Egbert was intentionally delaying a resignation to protect her paid family leave benefits, to the best of her recollection, was first made on August 11, 2022. Ms. Hardison said that Ms. Egbert mentioned that she had consulted her union representative and was advised to wait until the end of her maternity leave. Ms. Hardison said that she commented that it was a reasonable decision.

33. According to Ms. Hardison, she has only a vague memory of a conversation about Ms. Egbert's business license, so she could not say for sure when she told her about that. Ms. Hardison said it would have been by telephone though. Ms. Hardison said that she only knows what Ms. Egbert volunteered during conversations about time cards and leave usage.

34. Board staff requested a copy of Ms. Egbert's work email history from the DCYF and were provided with the emails in a PST format for the period of July 8, 2020 through September 7, 2022.³

35. Board staff reviewed Ms. Egbert's work email history and found that between September 8, 2020 and June 3, 2022, Ms. Egbert sent and received approximately 149 emails from her personal Gmail account at her work email address at Katie.egbert@dcyf.wa.gov. The majority of those emails were regarding FMLA and other issues associated related to leave and pay.

36. Board staff found that between September 16, 2020 and February 24, 2022, Ms. Egbert sent and received six emails at her DCYF work email address from katie@agapeadoptions.org, the email address for an organization identified as Agape Adoptions (Agape). Those emails included:

- An email sent on September 16, 2020 from Ms. Egbert's DCYF email address to her personal Gmail address and Agape email address with the subject line *Training*. The email included two attachments, which were Certificates of Completion for training at DCYF.
- An email sent on September 23, 2020 at 5:40 pm and 5:41pm from Ms. Egbert's DCYF email address to her personal Gmail address and Agape email address with the subject line *Training for File*. The emails included three Training Credit Certificates for March 15, 2019 and March 16, 2019.
- An email sent on September 25, 2020 at 5:48 pm from Ms. Egbert's Agape email address to her personal Gmail address and DCYF email address with no subject line. She sent the same email from her work email address to her personal Gmail address at 6:00 pm the same day. The email body listed what appeared to be Ms. Egberts contact information at Agape and included Ms. Egbert's title as an Adoptions Social Worker at Agape Adoptions. The email included an attachment titled Agape Adoptions Training Curriculum to Social Services Personal and Newly Hired Social Services Employee Orientation. The document was signed by Ms. Egbert and dated September 25, 2020.

³ Board staff processed the PST file on a Forensic Recovery of Evidence Device (FRED) using the Magnet Axiom Digital Investigation Platform to acquire and analyze the PST file.

- An email sent on January 5, 2022 from Ms. Egbert's DCYF email address to her Agape email address with no subject line. The email body had a link for 2022 NW Children's Foundation Forum (swoogo.com). The link appears to be an application for a NW Children's Foundation event but when Board staff clicked on the link, the website said application for the event was closed.

37. Board staff were advised by DCYF that Ms. Egbert had applied for and was approved for outside employment with Agape Adoptions. DCYF provided Board staff with a copy of the Notification of Outside Employment form submitted by Ms. Egbert on August 11, 2020 and approved by her supervisor on August 12, 2020.

38. Board staff's review of Ms. Egbert's work email at DCYF did not find any evidence that Ms. Egbert was using her work email address for Foundational Connections, LLC.

39. Board staff contacted Ms. Egbert and advised her that several emails from her email address at Agape with some attached documents had been found on her DCYF work email history. Board staff asked if there was any reason why she would be using her work email address for her outside employment. In a written response to Board staff, Ms. Egbert said:

"My assumption is those emails would be sporadic and infrequent in nature, not interfering with business needs or exchange of confidential information that would be in violation with the ethics policy held by DCYF.

I occasionally forwarded emails that contained training information/confirmation, relevant resources, etc for both positions, as well as syncing my calendar as my hours for DCYF were not always 8-5."

B. CONCLUSIONS OF LAW

1. The Ethics in Public Service Act, Chapter 42.52 RCW, prohibits state employees from activities incompatible with public duties. RCW 42.52.020, states the following:

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.

2. The Ethics in Public Service Act, Chapter 42.52 RCW, prohibits state employees from Use of persons, money or property for private gain. RCW 42.52.160 states:

No state officer or state employee may employ or use any person, money, or property under the officers or employees official control or direction, or in his or her official custody, for the private benefit or gain of the officer, employee or another.

WAC 292-110-010 Use of state resources states, in part:

.....
(3) **Permitted personal use of state resources.** This subsection applies to any use of state resources not included in subsection (2) of this section.

(a) A state officer or employee's use of state resources is de minimis only if each of the following conditions are met:

- (i) There is little or no cost to the state;
- (ii) Any use is brief;
- (iii) Any use occurs infrequently;
- (iv) The use does not interfere with the performance of any state officer's or employee's official duties;
- (v) The use does not compromise the security or integrity of state property, information systems, or software;
- (vi) The use is not for the purpose of conducting an outside business, in furtherance of private employment, or to realize a private financial gain; and
- (vii) The use is not for supporting, promoting the interests of, or soliciting for an outside organization or group.

3. 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.

C. AGGRAVATING AND MITIGATING FACTORS

In determining the appropriateness of the civil penalty, the Board reviewed the criteria in WAC 292-120-030. In the matter at hand, it is an aggravating factor these types of violations significantly reduce the public respect and confidence in state government employees. In the matter at hand, there are no mitigating factors.

D. STIPULATION AND AGREED ORDER

1. Pursuant to chapter 42.52 RCW, the Executive Ethics Board has jurisdiction over Katie Egbert and over the subject matter of this complaint.
2. Under RCW 34.05.060, the Board can 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.
3. 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.
4. Katie Egbert agrees that if any or all of the alleged violations were proven 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).
5. Katie Egbert further agrees that the evidence available to the Board is such that the Board may conclude they 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.
6. Katie Egbert waives the opportunity for a hearing, contingent upon acceptance of this stipulation by the Board, or their acceptance of any modification(s) proposed by the Board, pursuant to the provisions of WAC 292-100-090(2).
7. If the Board accepts this stipulation, the Board agrees to release and discharge from all further ethics proceedings under chapter 42.52 RCW for any allegations arising out of the facts

in this matter, 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 stipulation. Katie Egbert 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 this stipulation.

8. If the Board accepts this stipulation, it does not purport to settle any other claims between Katie Egbert and the Washington State Executive Ethics Board, the State of Washington, or other third party, which may be filed in the future. No other claims of alleged violations are pending against Katie Egbert at this time.

9. If the Board accepts this stipulation, it is enforceable under RCW 34.05.578 and any other applicable statutes or rules.


10. If the Board rejects this stipulation, or if Katie Egbert does not accept the Board's proposed modification(s), if any, this matter will be scheduled for an administrative hearing before the Board. If an administrative hearing is scheduled before the Board, waives any objection to participation by any Board member at the hearing to whom this stipulation was presented for approval under WAC 292-100-090(2). Further, Katie Egbert understands and agrees that this stipulation as well as information obtained during any settlement discussions between the parties shall not be admitted into evidence during the administrative hearing, unless otherwise agreed by the parties.

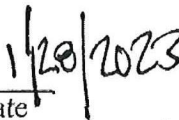
11. Katie Egbert agrees to pay a civil penalty in the amount of three-hundred and fifty dollars (\$350) associated with violations of RCW 42.52.

12. The civil penalty in the amount of three-hundred and fifty dollars (\$350) is payable in full to the Washington State Executive Ethics Board within forty-five (45) days after this stipulation is signed and accepted by the Board, or as otherwise agreed to by the parties.


I. CERTIFICATION

I, Katie Egbert, hereby certify that I have read this stipulation in its entirety, that my counsel of record, if any, has fully explained the legal significance and consequence of it. I further certify 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, I understand that I will receive a signed copy.


Katie Egbert
Respondent


Date

Presented by:


KATE REYNOLDS
Executive Director


Date

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 10th day of March 2023.

Approved V. Egbert
Shirley Battan, Chair

Approved V. Egbert
Jan Jutte, Vice Chair

Abert
Earl Key, Member

Approved V. Egbert
Kelli Hooke, Member

Approved V. Egbert
Megan Abel, Member

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

Katie Egbert, Respondent Date