



OHIO ETHICS COMMISSION
William Green Building
30 West Spring Street, L3
Columbus, Ohio 43215-2256
Telephone: (614) 466-7090
Fax: (614) 466-8368

SETTLEMENT AGREEMENT

**In the Matter of Hanifah Kambon
Inquiry No. 13-Q-0117-010
October 25, 2013**

This agreement is entered into between the Ohio Ethics Commission (Commission) and Hanifah Kambon pursuant to the Commission's authority under Ohio Revised Code Section 102.06(G)(1).

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SUMMARY: The Commission received an allegation that while serving as a Columbus City School District (CCSD) School Board Member, Hanifah Kambon had an interest in the profits and/or benefits of public contracts entered into between the CCSD and Visionary Leaders Institute (VLI) which is a sole proprietorship operated by her husband, Ako Kambon.

FACTS: The investigation revealed that between June 23, 2010 and September 14, 2011, the District issued four payments to VLI in the total amount of \$11,570 for books (student and staff) and professional development sessions conducted by Ako Kambon. While Hanifah Kambon was never involved in the day to day operations of VLI and has never had control of VLI, Hanifah Kambon received payments directly from VLI in the total amount of \$1,085. A payment dated July 8, 2010 in the amount of \$750 was for consulting services she performed for VLI for a school district in Memphis, Tennessee. A payment dated February 14, 2011 was for personal and household expenses. In addition, two Bank of America credit cards held solely in the name of Hanifah Kambon, and opened by her in 1989 and 2000 for her personal use were later utilized exclusively by Ako Kambon for VLI expenses with outstanding balances averaging

\$28,862 and \$11,327, respectively. During that same time period, VLI made a total of \$10,616 in payments on those two accounts.

Staff reviewed the results of this investigation with the Commission at its regularly scheduled meeting, in Executive Session, on October 23, 2013. While the Commission found and Kambon acknowledges that the facts support a violation of section 2921.42(A)(4) of the Revised Code because Hanifah Kambon had an interest in the profits and/or benefits of the CCSD contracts with VLI, the Commission determined that these matters should be addressed through its settlement authority under 102.06(G), based upon the following factors in mitigation.

MITIGATION: In mitigation of any violation, Hanifah Kambon did not use the authority of her public position to approve or otherwise participate in the authorization of the contracts between CCSD and VLI. Further, VLI and Ako Kambon provided services to CCSD for approximately 12-13 years prior to Hanifah Kambon becoming a CCSD Board Member. When the issue of potential Ethics Law issues was raised, Hanifah Kambon sought legal guidance from the Board's attorney in May 2010. With the exception of one session that was pre-scheduled, Ms. Kambon ceased to provide consulting or trainings for VLI when she took office as a CCSD school board member. The investigation also found that Mr. and Mrs. Kambon extensively co-mingled funds from their personal and business related accounts during the course of their marriage. Finally, Hanifah Kambon has been cooperative with Commission

staff during the course of the investigation and has agreed to work with staff to resolve issues with her financial disclosure statements.

RESOLUTION: Per the terms of this Settlement Agreement, the Commission hereby issues a public reprimand to Hanifah Kambon for violations of Ethics Laws. In lieu of a referral of this matter to the local prosecuting attorney, Hanifah Kambon acknowledges that she had an interest in the profits and/or benefits of the public contracts between CCSD and VLI and acknowledges that pursuant to Revised Code section 2921.42(H) said contracts are void.

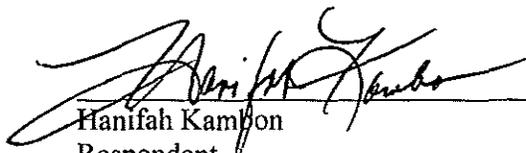
Restitution in the amount of \$11,750 shall be paid to CCSD within sixty (60) days of filing this settlement agreement with the Commission. Further, Hanifah Kambon agrees to addend her Financial Disclosure Statements for calendar years 2010, 2011 and 2012 to properly disclose all sources of income, investments and creditors.

A copy of this agreement will be shared with the Columbus City Attorney's Office and counsel for CCSD. This agreement will be a public record. Finally, Hanifah Kambon acknowledges that any future alleged violations brought to the Commission or Prosecutor's office will be fully investigated and, if warranted by the facts, recommended to be prosecuted to the full extent of the law.

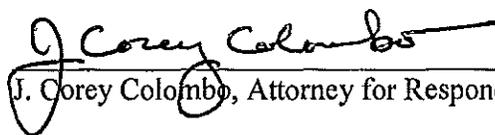
Pursuant to 102.06(G)(3), if Hanifah Kambon breaches this Settlement Agreement, the Commission, in its discretion, may rescind the Agreement and reinstitute any investigation, hearing, or refer the matter for prosecution and Hanifah Kambon hereby voluntarily waives any statute of limitations related to those potential charges.

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Per the terms of this Settlement Agreement, the Commission will hereby close its review
of this matter in lieu of any referral of this matter for prosecution.


Hanifah Kambon
Respondent

10-25-13
Date


J. Corey Colombo, Attorney for Respondent

10/25/13
Date


OHIO ETHICS COMMISSION:
By Julie M. Korte, Chief Investigative Attorney

10/25/2013
Date