DOCKET NUMBER 2007-40	)	OFFICE OF STATE ETHICS
	)	
IN THE MATTER OF A	)	18-20 TRINITY STREET
	)	
COMPLAINT AGAINST	)	HARTFORD, CT 06106
	)	
NANCY LAGUARDIA	)	JUNE 15, 2009

STIPULATION AND CONSENT ORDER

Pursuant to the Code of Ethics, General Statutes §§ 1-79, *et seq.*, Thomas K. Jones, Ethics Enforcement Officer for the Office of State Ethics ("OSE"), issued a complaint ("Complaint") against the respondent Nancy LaGuardia ("LaGuardia" or "Respondent") for a violation of the Code of Ethics, Connecticut General Statutes §1-84(b). Based on the findings of an investigation by the Enforcement Division of the OSE, and based further on the admission of Respondent as set forth herein, the Ethics Enforcement Officer was prepared to prove at a hearing before the Citizen's Ethics Advisory Board that the Respondent, a professor at Capital Community College, engaged in outside employment that impaired her independence of judgment as to her official duties at Capital Community College.

The Parties have entered into this Stipulation and Consent Order following issuance of the Complaint, but without adjudication of any issue of fact or law herein. This Stipulation and Consent Order relates solely to the specific allegations of the Complaint.

I. STIPULATION

The Ethics Enforcement Officer and Respondent hereby stipulate to the following facts:

1. From on or about August 25, 2001 through the present date, Nancy LaGuardia was employed by Capital Community College (hereinafter "CCC") as a Professor in the Business and Technology Department.

2. At all times relevant hereto, the Respondent was a "State Employee" as that term is defined in General Statutes § 1-79(m).

3. At all times relevant hereto, the Respondent's duties at CCC included supervising and grading students in a Business Marketing or Business Management classes, as well as coordinating employment opportunities and internships for students.

4. At all times relevant hereto, in addition to her state employment, the Respondent was in a business relationship with Pre-Paid Legal Services (hereinafter "Pre-Paid Legal") and/or served as a private contractor for Pre-Paid Legal.

5. At all times relevant hereto, Pre-Paid Legal was a business that had a multi-level marketing business distribution model, whereby contractors earned a commission based on sales, as well as commissions based on the sales of new contractors or members who were brought in by the contractor.

6. The Respondent, on multiple occasions: (1) solicited students under her supervision to work or intern for Pre-Paid Legal; (2) provided time during classes for Pre-Paid Legal representatives to recruit students to work or intern for Pre-Paid Legal; and, (3) facilitated recruitment meetings between Pre-Paid Legal and students under her supervision.

7. The Respondent, on multiple occasions, provided representatives of Pre-Paid Legal access to state resource including access to CCC facilities and access to CCC students.

8. Pursuant to General Statutes § 1-84(b):

> No public official or state employee shall accept other employment which will either impair his independence of judgment as to his official duties.

9. By using her supervisory authority over students, and by providing Pre-Paid Legal access to state resources, the Respondent accepted other employment that impaired her independence of judgment, in violation of General Statutes § 1-84(b).

10. The Respondent admits to all the foregoing facts set forth in this Stipulation and Consent Order and admits that such facts constitute a violation of General Statutes § 1-84(b).

II. RESPONDENT'S POSITION

1. The Respondent states that she no longer maintains a business relationship with Pre-Paid Legal, and that she severed her relationship when she became aware that her relationship may be problematic under the Code of Ethics.

2. Respondent states that part of her job at CCC was to present employment opportunities to students and coordinate internships for students with private businesses, and that she viewed Pre-Paid Legal as a business that could provide valuable work experience and/or internship experience for students.

3. The Respondent states that at no time did she procure, or attempt to procure any financial gain as a result of availing her students of employment and/or internship opportunities with Pre-Paid Legal.

NOW THEREFORE, the Ethics Enforcement Officer of the Connecticut Office of State Ethics and the Respondent hereby enter into this Stipulation and Consent Order and hereby agree as follows:

III. JURISDICTION

1. The Ethics Enforcement Officer is authorized to investigate the Respondent's employment practices, to issue a Complaint against the Respondent, and to enter into this Stipulation and Consent Order.

2. The provisions of this Stipulation and Consent Order, including the attached Exhibit A, apply to and are binding upon the undersigned Parties.

3. The Respondent hereby waives all objections and defenses to the jurisdiction of the Ethics Enforcement Officer over matters addressed in this Stipulation and Consent Order, including the attached Exhibit A.

4. The Respondent waives any rights she may have under General Statutes §§ 1-82, 1-82a, 1-87 and 1-80, including the right to a hearing or appeal in this case, and agrees with the Ethics Enforcement Officer to an informal disposition of this matter as authorized by General Statutes § 4-177(c).

5. The Respondent consents to jurisdiction and venue in the Connecticut Superior Court, Judicial District of Hartford, in the event that the State of Connecticut seeks to enforce this Stipulation and Consent Order. The Respondent recognizes that the Connecticut Superior Court has the authority to specifically enforce the provisions of this Stipulation and Consent Order, including the attached Exhibit A, including the authority to award equitable relief.

IV. ORDER

NOW THEREFORE, pursuant to General Statutes § 4-177(c), the Office of State Ethics **ORDERS** as follows:

1. Pursuant to General Statutes § 1-88(a)(1), the Office of State Ethics orders and the Respondent agrees to cease and desist from any future violation of General Statutes § 1-84(b).

2. Pursuant to General Statutes § 1-88(a)(3), the Office of State Ethics orders and the Respondent agrees that the Respondent pay civil penalties to the State in the amount of two thousand and five hundred dollars ($2500.00), according to the terms set forth in Exhibit A hereto, for her violation of General Statutes § 1-84(b).

WHEREFORE, the Ethics Enforcement Officer and the Respondent hereby execute this Stipulation and Consent Order dated June 15, 2009.

Dated: 6-30-09

Nancy LaGuardia
Respondent
58 Bretton Road
West Hartford, CT 06119

Dated: 6/23/09

Thomas K. Jones
Ethics Enforcement Officer,
Enforcement Division,
State of Connecticut Office of State Ethics
18-20 Trinity Street
Hartford, CT 06106
(860) 263-2390

EXHIBIT A – DOCKET NO. 2007-40

1. The Respondent, Nancy LaGuardia, shall make the following payments to the Office of State Ethics according to the following schedule:
   a. $833.33 shall be be received by the Office of State Ethics no later than June 15, 2009.
   b. $833.33 shall be shall be be received by the Office of State Ethics no later than October 15, 2009.
   c. $833.34 shall be shall be be received by the Office of State Ethics no later than November 15, 2009.

2. Failure to provide payments according to the schedule herein shall constitute a violation of an Order of the Office of State Ethics.

3. Any failure or delay by the Office of State Ethics to enforce the terms of this Consent Order, including this Exhibit A, shall not be deemed a waiver of such right to enforce the terms at any time of its choosing.

4. In consideration for the Office of State Ethics' acceptance of the extended payment schedule set forth herein, and in addition to any other remedy available to the Office of State Ethics, the Respondent agrees that, if the Respondent fails to make any payment pursuant to the terms of this Exhibit A, the Office of State Ethics, at its sole discretion and without further adjudication of any issue, may unilaterally rescind the Consent Order in this matter and proceed in its prosecution of the original Complaint. In such an event, Respondent agrees that she waives any defense she may have based on laches, statute of limitations, or any other time-based defense.