



**OFFICE OF STATE ETHICS**

DOCKET NUMBER 2021-41	:	OFFICE OF STATE ETHICS
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IN THE MATTER OF A	:	165 CAPITOL AVENUE, SUITE 1200
	:	
COMPLAINT AGAINST	:	HARTFORD, CT 06106
	:	
JOTHAM BURRELLO	:	AUGUST 16, 2022

**SETTLEMENT AGREEMENT**

Pursuant to the Code of Ethics, General Statutes §§ 1-79, *et seq.*, Mark Wasielewski, Ethics Enforcement Officer of the Office of State Ethics (“OSE”), issued a Complaint against the Respondent Jotham Burrello (hereinafter “Burrello” or “Respondent”), alleging violations of General Statutes §§ 1-84 (i) and 1-84 (c) of the Code of Ethics for Public Officials. Based on the investigation by the Enforcement Division of the OSE, the Ethics Enforcement Officer finds there is probable cause to believe that the Respondent, a faculty member at Central Connecticut State University (hereinafter “University”), by and through a business which with he was associated, entered into contracts in excess of one hundred dollars with the University without an open and public process, in violation of General Statutes § 1-84 (i), and used his state position to obtain financial gain for himself and/or said business, in violation of General Statutes § 1-84 (c).

Respondent denies certain factual allegations and the legal conclusions derived

therefrom. The Parties now enter into this Settlement Agreement following the issuance of the Complaint, but without any adjudication of any issue of fact or law herein.

## **I. STATE'S POSITION**

Based upon the preliminary investigation of this matter, the Ethics Enforcement Officer was prepared to establish the following at a probable cause hearing:

1. At all times relevant hereto, the Respondent was employed as a faculty member of the English Department at the University, which is a Connecticut state university.

2. At all times relevant hereto, the Respondent was a "state employee" as that term is defined in General Statutes § 1-79 (13).

3. At all times relevant hereto, the Respondent had an ownership interest, served as an officer of, and/or operated a corporation located in Ashford, Connecticut, which was engaged in media, printing, and promotional services (hereinafter the "Ashford business").

4. At all times relevant hereto, the Ashford business was a business with which the Respondent was associated, as that term is defined by General Statutes § 1-79 (2).

5. In both 2020 and 2021, the University organized a literary festival (hereinafter "Festival"), which included the subsequent production and publishing of a literary anthology.

6. At all times relevant hereto, payment for the Festival, including the anthologies, was made using state funds.

7. In or about August 2020, the Respondent, acting on behalf of the Ashford business, entered into a contract with the University in the amount of \$1,490.00, for services related to the 2020 Festival, including but not limited to, acquiring a submission platform, advertising, and website management.

8. In or about November 2020, the Respondent, acting on behalf of the Ashford

business, entered into a contract with the University in the amount of \$2,439.56, for services related to the 2020 Festival, including but not limited to, the editing, production, promotion, and mailing of the anthology.

9. In or about August 2021, the Respondent, acting on behalf of the Ashford business, entered into a contract with the University in the amount of \$4,641.49, for services related to the 2021 Festival and subsequent anthology, including but not limited to, website management, advertising, marketing, editorial supervision of the anthology, and management of the Festival.

10. Each of the Festival-related contracts entered into by the Respondent on behalf of the Ashford business was valued at over \$100.

11. None of the Festival-related contracts entered into by the Respondent on behalf of the Ashford business were awarded through an open and public process.

12. General Statutes § 1-84 (i) states in pertinent part:

No . . . state employee or member of the official or employee's immediate family or a business with which he is associated shall enter into any contract with the state, valued at one hundred dollars or more . . . unless the contract has been awarded through an open and public process, including prior public offer and subsequent public disclosure of all proposals considered and the contract awarded.

13. By entering into three contracts with the University on behalf of a business with which the Respondent was associated, valued at one hundred dollars or more, without those contracts having been awarded through an open and public process, the Respondent violated General Statutes § 1-84 (i).

14. Each contract entered into by the Respondent represents a separate and distinct violation of the Code of Ethics for Public Officials.

15. In 2020 and 2021, the Respondent, in his state capacity and using his state title,

made efforts to secure each of the Festival-related contracts, and the funding for the same, to benefit the Ashford business.

16. The Respondent's actions included, but were not limited to, signing and submitting the forms and associated documentation necessary to secure payment to the Ashford business by the University Accounts Payable Office.

17. In addition, the Respondent, in his state capacity and using his state title, secured funding for the Festival.

18. Funds for the Festival were initially provided to the CCSU Foundation, Inc. (the "Foundation"), an entity that exists solely as a vehicle through which the University can obtain private contributions, and later deposited into University accounts for use by the University.

19. The University Accounts Payable Office paid the Ashford business using University funds pursuant to disbursement forms and accompanying invoices submitted by the Respondent.

20. General Statutes § 1-84 (c) states in pertinent part:

No public official or state employee...shall use his public office or position or any confidential information received through his holding such public office or position to obtain financial gain for himself or . . . a business with which he is associated.

21. The Respondent, by making efforts to secure each of the Festival-related contracts and the underlying funding thereof, and by seeking payment under those contracts, in his state capacity and using his state title, used his public office or position to obtain financial gain for himself and/or a business with which he was associated, in violation of General Statutes § 1-84 (c).



## **II. RESPONDENT'S POSITION**

1. Respondent denies that his actions violated the Code of Ethics for Public Officials but, in order to avoid what he believes would be lengthy and costly legal proceedings, agrees to settle the matter.

2. Respondent states that he believes he did not use his public position to obtain financial gain for himself and/or his business in violation of General Statutes § 1-84 (c). Respondent avers that he did not have final authority to direct any payment to himself or his business.

3. Respondent states that he believed that his employer had authorized his efforts to obtain funding for the Festival including the involvement and subsequent payments to the Ashford business.

4. The Respondent claims that he conceived, organized, managed, and produced the Festival on his own time, outside of his teaching obligations.

5. Respondent contends that the majority of the funds paid to the Ashford business were reimbursements for incurred expenses.

6. Respondent believed during the relevant time period that the funds raised in support of the Festival came from private sources and were not state funds.

7. Respondent contends that, although he initiated, proposed, managed, and produced the Festival under the auspices of the University, he believes that his business never entered into any contract with the University.

8. Respondent contends that he spent hundreds of hours of personal time over several years in an effort to bring the Festival to life in Connecticut, and that the Festival was a success in attracting hundreds of writers, poets, and others interested in the literary arts in

Connecticut.

9. Respondent contends that no representative of CCSU raised any question or concern about any potential violation of the Code of Ethics for Public Officials, and that he relied upon CCSU administrators to provide guidance in compliance with any applicable law.

10. Respondent contends that CCSU never provided him with training in the scope and application of the Code of Ethics for Public Officials.

### **III. JURISDICTION**

1. The Ethics Enforcement Officer is authorized to investigate the Respondent's acts as set forth herein, and to enter into this Settlement Agreement.

2. The provisions of this Settlement Agreement apply to and are binding upon the Respondent.

3. The Respondent hereby waives all objections and defenses to the jurisdiction of the Ethics Enforcement Officer over matters addressed in this Settlement Agreement.

4. The Respondent waives any rights he may have under General Statutes §§ 1-80, 1-82, 1-82a, 1-87 and 1-88, including the right to a hearing or an appeal in this case, and agrees with the Ethics Enforcement Officer to the 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 Settlement Agreement. The Respondent recognizes that the Connecticut Superior Court has the authority to specifically enforce the provisions of this Settlement Agreement, including the authority to award equitable relief.

6. The terms set forth herein are in addition to, and not in lieu of, any other existing or future statutory, regulatory, or other legal obligation that may be applicable to the Respondent.

7. The Respondent understands that he has a right to counsel and has been represented by counsel during the OSE's investigation and in connection with this Settlement Agreement.

#### **IV. AGREEMENT AND DISPOSITION**

NOW THEREFORE, pursuant to General Statutes § 4-177 (c), the Office of State Ethics and the Respondent Jotham Burrello agree that:


1. The Respondent agrees to henceforth comply with the Code of Ethics for Public Officials.
2. The Respondent acknowledges and agrees that within sixty (60) days of the execution of this Agreement he shall complete two (2) hours of training conducted by the OSE in the Code of Ethics for Public Officials and its application to state employees.
3. The Respondent agrees that, in the event that he has any question in the future as to the applicability of the Code of Ethics for Public Officials to his activities, he shall seek and receive advice from the OSE Legal Division prior to engaging in such activities.
4. The parties agree that a copy of this Settlement Agreement shall be provided to the CCSU Compliance Officer.
5. In consideration of the Division's undertakings herein, Respondent shall make a payment to the Division of one thousand dollars (\$1,000.00).

WHEREFORE, Ethics Enforcement Officer Mark E. Wasielewski and Respondent Jotham Burrello hereby execute this Settlement Agreement.

Dated: Aug. 16, 2022

  
Jotham Burrello

Dated: 8/23/22

  
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