STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	)	BEFORE THE STATE ETHICS COMMISSION
In the Matter of: COMPLAINT C2012-137	)	**DECISION AND ORDER**
Daris Greenway, Respondent,	)	
State Ethics Commission, Complainant.	)	

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STATE ETHICS COMMISSION

This matter comes before the State Ethics Commission by virtue of a complaint filed by the Commission on June 13, 2012. On September 19, 2012, pursuant to S.C. Code Ann. §8-13-320(10)(i)(Supp. 2011), the State Ethics Commission reviewed for probable cause the above-captioned complaint charging Respondent, Daris Greenway, with a violation of Sections 8-13-700(A) and 8-13-775.

Present at the meeting were Commission Members Phillip Florence, Jr., Chair, E. Kay Biermann-Brohl, JB Holeman, Priscilla L. Tanner, George Carlton Manley, Jonathan H. Burnett and Richard H. Fitzgerald. Also present were the Commission's Executive Director, Herbert R. Hayden, Jr., and his immediate staff.

The following allegations were considered:

On June 13, 2012 the State Ethics Commission filed a complaint against Daris Greenway, Parts Clerk, York School Bus Maintenance Shop. The complaint alleged that Respondent and her husband, Curtis, own and operate C&D Home Improvement. C&D has been awarded several contracts to perform various maintenance and remodeling projects at the York Bus Shop. Respondent is in a position to influence decisions affecting the issuance of bid requests in which contracts have been awarded to C&D.

STATEMENT OF FACTS

Having carefully reviewed the evidence presented, the Commission finds as fact:

1. The Respondent, Daris Greenway, is a public employee of York County School District. She is the parts clerk for the school bus maintenance shop. Respondent and her husband own and operate C&D Home Improvements, LLC (hereinafter "C&D"). Since 2000 C&D has been performing general contracting work for the bus maintenance shop.

2. Joe Gilfillan, supervisor of the York School Bus Maintenance Shop, stated that all bids from any companies doing any kind of work for the bus maintenance shop are handled solely by him. He does not have to consult with anyone else to secure outside contractors. Gilfillan also stated that he alone makes the decisions concerning the hiring of outside contractors to perform minor repair work which may be outside of the bidding process. He stated that Respondent is not involved in any manner in his decisions to hire outside contractors. Furthermore, Respondent has never requested that he choose C&D in preference over another contractor.

3. Records of the State Department of Education reveal that Respondent was shown as the contact person on two contracts awarded to C&D.

4. Respondent stated that she has never used her position as an employee at the bus maintenance shop to influence a decision to secure contracts for C&D, a business with which she is associated.

CONCLUSIONS OF LAW

Based upon the foregoing Findings of Fact, the Commission concludes, as a matter of law:

1. The Respondent, Daris Greenway, is a public employee as defined by Section 8-13-100(25).

2. The State Ethics Commission has personal and subject matter jurisdiction.

3. Section 8-13-700(A) prohibits a public employee from using his official position to benefit the economic interest of a business with which he is associated.

DECISION

Based upon the evidence presented, the State Ethics Commission has determined that there is not probable cause to indicate that the Respondent, Daris Greenway, violated Section 8-13-700(A). The Commission has therefore dismissed the charges in accordance with Section 8-13-320(10)(i) and the rules and regulations promulgated thereunder. The Commission advises Respondent to be mindful of the appearance of impropriety and to avoid any involvement in the procurement process if her family's business plans to bid on school contracts.

IT IS SO ORDERED THIS 1ST DAY OF OCT., 2012.

STATE ETHICS COMMISSION

PHILLIP FLORENCE, JR.
CHAIR

COLUMBIA, SOUTH CAROLINA