

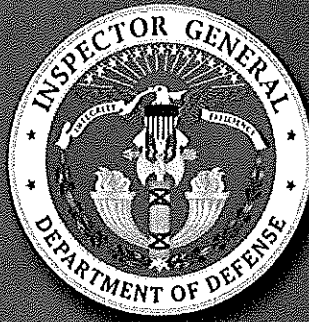
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Report No. H11L120171242

May 1, 2012

Inspector General

United States
Department of Defense



REPORT OF INVESTIGATION:
LIEUTENANT GENERAL DAVID H. HUNTOON
U.S. ARMY
SUPERINTENDENT
UNITED STATES MILITARY ACADEMY
WEST POINT, NY

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INSPECTOR GENERAL
DEPARTMENT OF DEFENSE
4800 MARK CENTER DRIVE
ALEXANDRIA, VIRGINIA 22350-1500

MAY 1 2012

MEMORANDUM FOR ACTING INSPECTOR GENERAL

SUBJECT: Investigation of Alleged Misconduct Concerning Lieutenant General David H. Huntoon, U.S. Army, Superintendent, United States Military Academy, West Point, NY (Report No H11L120171242)

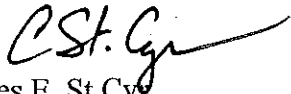
We recently completed an investigation to address allegations that while serving as the Superintendent, United States Military Academy, Lieutenant General David H. Huntoon, U.S. Army, [REDACTED]

[REDACTED] and misused Government resources and personnel for other than official purposes in violation of the JER and DoD Instruction (DoDI) 1315.09, "Utilization of Enlisted Personnel on Personal Staffs of General and Flag Officers."

[REDACTED]

We also conclude that LTG Huntoon improperly used Government personnel in violation of the JER and DoD Instruction (DoDI) 1315.09, "Utilization of Enlisted Personnel on Personal Staffs of General and Flag Officers." We found LTG Huntoon misused official time by using his [REDACTED] during the duty day to prepare and service an unofficial luncheon. We also conclude that on two occasions, LTG Huntoon improperly accepted gifts of services from his subordinates in violation of the JER. Finally, we conclude that LTG Huntoon misused his position to induce a benefit to a friend by requesting [REDACTED] care for [REDACTED] cats.

We provided LTG Huntoon the opportunity to comment on our tentative conclusions. In his response, dated April 13, 2012, LTG Huntoon stated he accepted full responsibility for his actions and provided documentation that, after receiving our tentative conclusions letter, he had appropriately compensated all parties concerned totaling \$1815. We recommend the Secretary of the Army consider appropriate corrective action with regard to LTG Huntoon.


Charles E. St. Cyr
Assistant Deputy Inspector General
for Administrative Investigations

Attachment:
As stated

~~FOR OFFICIAL USE ONLY~~

REPORT OF INVESTIGATION:
LIEUTENANT GENERAL DAVID H. HUNTOON, U.S. ARMY

I. INTRODUCTION AND SUMMARY

We initiated this investigation to address allegations that while serving as the Superintendent, United States Military Academy (USMA), West Point, NY, Lieutenant General (LTG) David H. Huntoon [REDACTED] and misused Government resources and personnel for other than official purposes.¹ We substantiated the second allegation.

[REDACTED]

We also conclude that LTG Huntoon improperly used Government personnel for other than official purposes, improperly accepted gifts of services from subordinates, and misused his position to induce a benefit to a friend. We found LTG Huntoon misused his [REDACTED] during the duty day to prepare and service an unofficial luncheon. We also found that on two occasions, LTG Huntoon improperly accepted gifts of services from his subordinates. First, we found that the level of compensation provided by LTG Huntoon to his [REDACTED] was not sufficient given the amount of personal time and services rendered in support of an unofficial charity fundraiser dinner. Second, [REDACTED] provided driving lessons to LTG Huntoon's [REDACTED]. Finally, we determined that LTG Huntoon misused his position to induce a benefit to a friend, [REDACTED], by requesting his [REDACTED] care for [REDACTED] cats.

In accordance with our established procedure, we provided LTG Huntoon the opportunity to comment on our tentative conclusions by correspondence dated March 28, 2012. In his response, dated April 13, 2012, LTG Huntoon, through counsel, stated he accepted full responsibility for his actions, he never intended to violate any regulation, and provided documentation that he had, after receipt of our tentative conclusions letter, appropriately compensated all parties for services rendered.²

¹ [REDACTED]

² While we have included what we believe is a reasonable synopsis of LTG Huntoon's response, we recognize that any attempt to summarize risks oversimplification and omission. Accordingly, we incorporated comments from the

This report sets forth our findings and conclusions based on a preponderance of the evidence.

II. BACKGROUND

In July 2010, LTG Huntoon assumed duties as the Superintendent, USMA, after serving as the Director of the Army Staff (DAS) at the Pentagon. LTG Huntoon is responsible for the education, training, and leader development of approximately 4,400 cadets who ultimately receive commissions as Army officers. He reports directly to the Chief of Staff, U.S. Army.

(b)(6), (b)(7)(C)
[Redacted text block]

On October 25, 2010, the Army Inspector General (IG) initiated a preliminary inquiry into allegations that LTG Huntoon improperly hired, and later promoted, the subordinate. The complaint also alleged that he improperly designated her as "Key and Essential," and thus entitled to USMA Government quarters, based on their personal relationship. The Army IG preliminary inquiry, with legal review, determined the allegations were not founded. The Acting Inspector General, U.S. Army, approved the report on March 29, 2011.

During the oversight review of the Army IG inquiry, this Office received a Memorandum for Record (MFR) prepared by an Associate Deputy General Counsel, Office of the General Counsel of the Army, dated June 2, 2011. The MFR documented the Associate Deputy General Counsel's telephone conversation the previous day with (b)(6), (b)(7)(C) [Redacted]

[Redacted] LTG Huntoon's (b)(6), (b)(7)(C) at USMA. (b)(6), (b)(7)(C) [Redacted]
(b)(6), (b)(7)(C) [Redacted]
[Redacted] also related that there were allegations that LTG Huntoon improperly utilized his (b)(6), (b)(7)(C) for unofficial or personal duties, (b)(6), (b)(7)(C) [Redacted]
[Redacted]

response throughout this report where appropriate and provided a copy of the response to the Secretary of the Army together with this report.

³ The incoming chief of staff assumed office on October 1, 2010.

III. SCOPE

We interviewed 35 witnesses, to include LTG Huntoon and [REDACTED]⁴ We also interviewed the former and incumbent Vice Chiefs of Staff, U.S. Army; [REDACTED] and the following senior USMA leaders: the Commandant of Cadets; Dean of the Academic Board; Director of Intercollegiate Athletics; Garrison Commander; Director of Admissions; Commander, Keller Army Community Hospital; USMA Chief of Staff; USMA Staff Judge Advocate (SJA); and USMA Command Sergeant Major. We also interviewed other members of LTG Huntoon's staff, and additional senior officers. [REDACTED]

[REDACTED] Further, we reviewed the Army IG preliminary inquiry concerning matters related to this investigation.

After conducting our initial fieldwork, we determined that the following allegations did not warrant further investigation and consider them not substantiated.

(b)(6) (b)(7)(C)

[REDACTED]

(b)(6) (b)(7)(C)

[REDACTED]

(b)(6) (b)(7)(C)

[REDACTED]

⁴ LTG Huntoon also provided a sworn statement subsequent to his testimony.

(b)(6) (b)(7)(C) [Redacted]

(b)(6) (b)(7)(C) [Redacted]

(b)(6) (b)(7)(C) [Redacted]

IV. FINDINGS AND ANALYSIS

[Redacted]

Standards

(b)(6) (b)(7)(C) [Redacted]

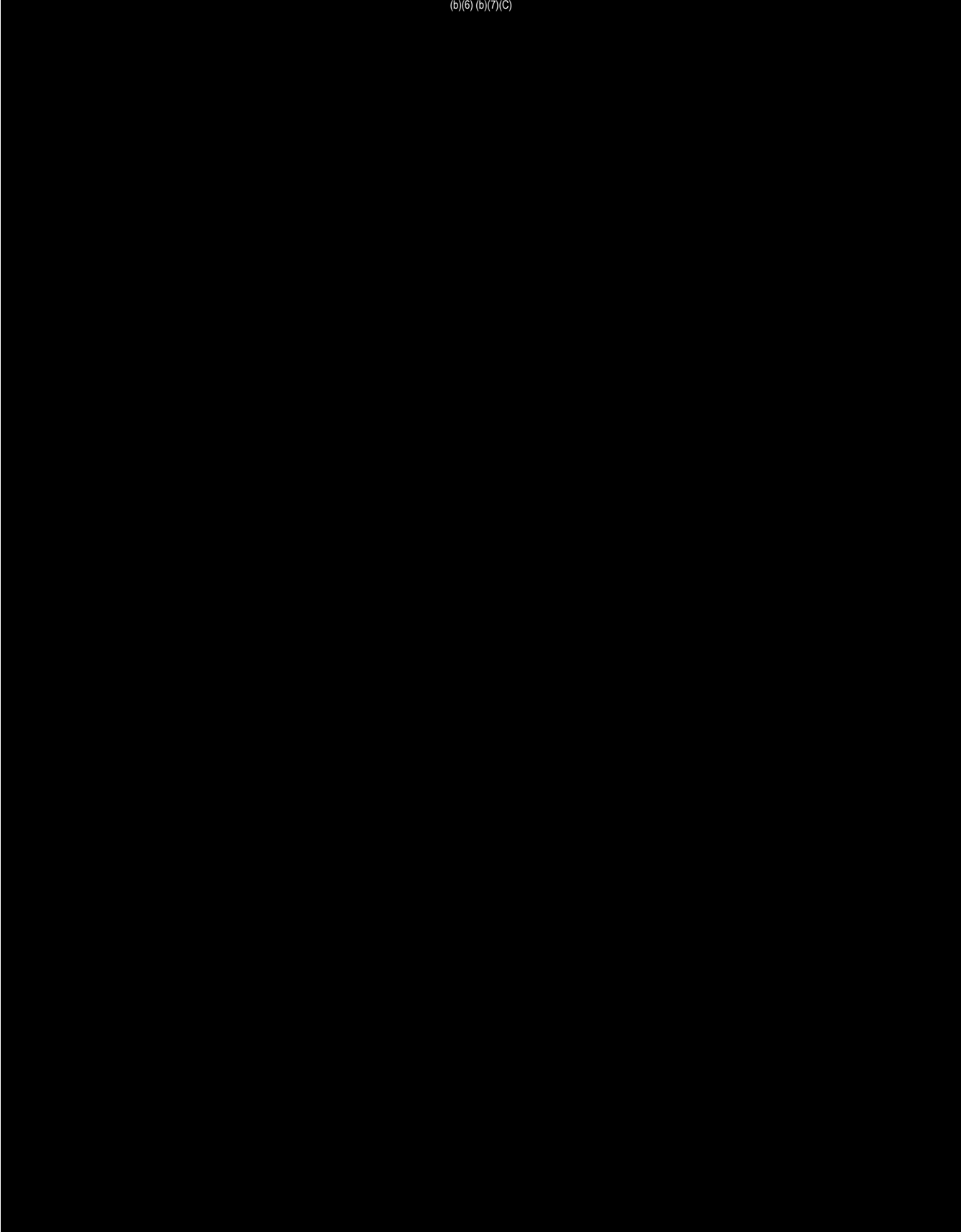
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(b)(6) (b)(7)(C)



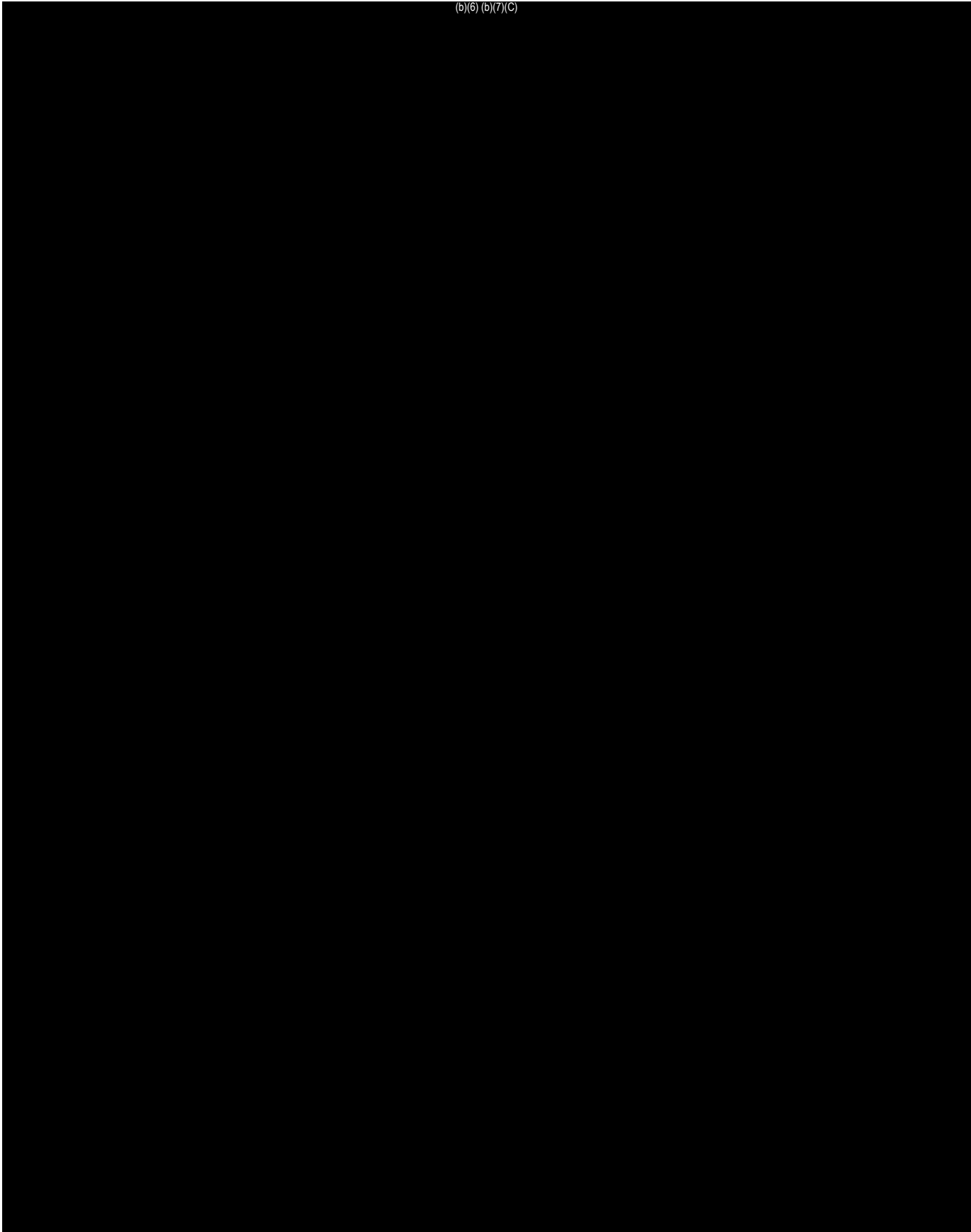
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(b)(6) (b)(7)(C)



(b)(6) (b)(7)(C)



(b)(6) (b)(7)(C)



(b)(6) (b)(7)(C)

B. Did LTG Huntoon misuse Government personnel for other than official purposes?

Standards

Title 10, United States Code, Section 3639 (10 U.S.C. 3639), “Enlisted members: officers not to use as servants,” dated August 10, 1956

This provision states that no officer of the Army may use an enlisted member of the Army as a servant.

DoD 5500.7-R, “JER,” dated August 30, 1993, including changes 1-6 (March 23, 2006)

Subpart A, “General Provisions,” Section 2635.101, “Basic obligation of public service,” provides general principles applicable to every employee. Section 2635.101(b) (14) mandates that employees endeavor to avoid any actions creating the appearance that they are violating the law or the ethical standards set forth in this part. The section explains that whether particular circumstances create an appearance that the law or standards have been violated shall be determined from the perspective of a reasonable person with knowledge of the relevant facts.

Subpart B, “Gifts from Outside sources,” Section 2635.203, “Definitions,” defines a gift as including any gratuity, favor, hospitality, loan, forbearance, or other item having monetary value. It includes services as well as gifts of transportation, local travel, whether provided in-kind, by purchase of a ticket, payment in advance, or reimbursement after the expense has been incurred.

Subpart C, “Gifts Between Employees,” Section 2635.302(b), “Gifts from employees receiving less pay,” states that an employee may not, directly or indirectly, accept a gift from an employee receiving less pay than himself unless the two employees are not in a senior-subordinate relationship and there is a personal relationship between the employees that would justify the gift.

Subpart G, “Misuse of Position,” states:

In Section 2635.702(a), “Inducement or coercion of benefits.” An employee shall not use or permit the use of his Government position or title or any authority associated with his public office in a manner that is intended to coerce or induce another person, including a subordinate, to provide any benefit, financial or otherwise to himself or to friends, relatives, or persons with whom the employee is affiliated in a non-governmental capacity.

In Section 2635.705(b), "Use of a subordinate's time," that an employee shall not encourage, direct, coerce, or request a subordinate to use official time to perform activities other than those required in the performance of official duties or authorized in accordance with law or regulation. Additionally, the applicable example under Section 2635.705(b) affirms that directing or coercing a subordinate to perform personal services during non-duty hours constitutes an improper use of public office for private gain in violation of Section 2635.702 of the JER. The example further states that during non-duty hours, where an arrangement is entirely voluntary and appropriate compensation is paid, a subordinate may provide a service for a superior. If the compensation is not adequate, the service constitutes a "gift to a superior" in violation of the JER prohibitions regarding gifts between employees.

DoDI 1315.09, "Utilization of Enlisted Personnel on Personal Staffs of General and Flag Officers," dated October 2, 2007

This Instruction provides guidance regarding the allocation of enlisted aides to the individual Services and the duties that may properly be assigned to enlisted aides. The Instruction governs the utilization of enlisted personnel who are assigned to duty in public quarters and on the personal staffs of general and flag officers.

Section 3.1 states that enlisted aides are authorized for the purpose of relieving general and flag officers of those minor tasks and details which, if performed by the officers, would be at the expense of the officers' primary military and official duties. The duties of these enlisted personnel shall be concerned with tasks relating to the military and official responsibilities of the officers, to include assisting general and flag officers in discharging their official DoD social responsibilities in their assigned positions. The propriety of such duties is governed by the official purpose which they serve, rather than the nature of the duties.

With regard to the issues in this investigation, the Instruction permits enlisted aides to assist with the care, cleanliness, and order of assigned quarters, uniforms, and military personal equipment. Enlisted aides may be used to assist in the planning, preparation, arrangement, and conduct of official social functions and activities, such as receptions, parties, and dinners. Additionally, enlisted aides may assist in purchasing, preparing, and serving food and beverages in the officer's assigned quarters. They may accomplish tasks that aid the officer in the performance of his military and official responsibilities, including performing errands, providing security, and providing administrative assistance. However, Section 5.1 places limitations on the tasks that may be properly assigned to an enlisted aide, noting that:

No officer may use an enlisted member as a servant for duties that contribute only to the officer's personal benefit and that have no reasonable connection with the officer's official responsibilities.

AR 614-200, "Enlisted Assignments and Utilization Management," dated February 26, 2009, paragraph 8-11, states:

Enlisted aide duties must relate to the military and official duties of the General Officer and, thereby, serve a necessary military purpose. The propriety of duties is determined by the

official purpose they serve rather than the nature of the duties. In connection with the military and official functions and duties, enlisted aides may perform the following (list not all inclusive and provided only as a guide):

(1) Assist with care, cleanliness, and order of assigned quarters, uniforms, and military personal equipment.

(2) Perform as point of contact in the GO's quarters. Receive and maintain records of telephone calls, make appointments, and receive guests and visitors.

(3) Help to plan, prepare, arrange, and conduct official social functions and activities, such as receptions, parties, and dinners.

(4) Help to purchase, prepare, and serve food and beverages in the GO's quarters.

(5) Perform tasks that aid the officer in accomplishing military and official responsibilities, including performing errands for the officer, providing security for the quarters, and providing administrative assistance.

The Regulation does not preclude the employment of enlisted personnel by officers on a voluntary, paid, off-duty basis.

Facts

LTG Huntoon's (b)(6) (b)(7)(C) stated that on at least four occasions, he and (b)(6) (b)(7)(C) involuntarily supported unofficial events for LTG Huntoon. The (b)(6) (b)(7)(C) identified the four events as three luncheons hosted by (b)(6) (b)(7)(C) and a fund raising event known as the "Progressive Dinner." The (b)(6) (b)(7)(C) only recalled specifics for one of the three luncheons, which occurred on Monday, May 2, 2011, for the "War College Ladies" from Carlisle Barracks, Pennsylvania. The (b)(6) (b)(7)(C) stated the Progressive Dinner occurred the following Saturday, May 7, 2011.

The (b)(6) (b)(7)(C) also testified that LTG Huntoon's (b)(6) (b)(7)(C) (b)(6) (b)(7)(C) had provided unofficial transportation to LTG Huntoon's (b)(6) (b)(7)(C) on several occasions by transporting (b)(6) (b)(7)(C) ¹⁴

LTG Huntoon's (b)(6) (b)(7)(C) confirmed (b)(6) (b)(7)(C) supported the two entertainment events which he understood were "unofficial." The (b)(6) (b)(7)(C) added that he believed the (b)(6) (b)(7)(C) volunteered to support the events. The (b)(6) (b)(7)(C) continued that he was unaware that the (b)(6) (b)(7)(C) ever objected to supporting the events.

(b)(6) (b)(7)(C)

War College Ladies Luncheon (Monday, May 2, 2011)

The [REDACTED] stated that [REDACTED] informed him she required his support for the luncheon. He estimated that he and [REDACTED] worked about 10 hours each to support the event, which was attended by approximately 30 guests. The [REDACTED] explained their support consisted of developing the menu, purchasing the provisions, preparing and serving the food, and post-event clean-up. The [REDACTED] stated LTG Huntoon did not attend the luncheon and that [REDACTED] paid for the event with her personal funds.

The [REDACTED] testified the [REDACTED] requested his assistance in preparing for the luncheon. [REDACTED] explained there was never any discussion regarding whether or not the event was "official," or whether his or the [REDACTED] participation should be voluntary. [REDACTED] testified they worked approximately 7 hours each to support the event which was attended by approximately 15 guests. [REDACTED] corroborated that [REDACTED] paid for the event with personal funds.

LTG Huntoon's [REDACTED] testified he recalled the [REDACTED] prepared one [REDACTED] luncheon, which occurred during the duty day. The [REDACTED] believed that the [REDACTED] volunteered, but was not aware of any compensation.

In a sworn statement to this Office, LTG Huntoon provided bank records processed on April 20, 2011, which established LTG Huntoon's personal funds for \$275 were used to purchase provisions for the event.

Progressive Dinner (Saturday, May 7, 2011)

On February 25, 2011, the West Point Women's Club (WPWC) held its annual charity fundraiser on the USMA military reservation. The WPWC is an authorized private organization and during the fundraiser they auctioned off a "Progressive Dinner," which entailed a three course dinner with a different course of the meal served at the quarters of the Commandant, the Superintendent, and the Dean.

Two USMA Staff Judge Advocate legal opinions, general subject: West Point Women's Club (WPWC)-Viva! Las Vegas Night, stated the WPWC annual charity fund-raiser was a private event, and therefore was "unofficial."

The [REDACTED] stated that 14 people attended the dinner held on May 7, 2011. He stated that both he and [REDACTED] worked about 18 hours each to support the event and received a \$40 and \$30 Starbucks Gift Card, respectively, as compensation. The [REDACTED] stated the Huntoon's paid for the event with their personal funds.

The [REDACTED] testified the [REDACTED] requested his assistance in preparing for the event, but never indicated that he questioned the nature of the dinner or their participation. [REDACTED] confirmed the [REDACTED] account of the matter regarding the concept and approximate number of participants, and estimated they worked 13 hours each to support the event. [REDACTED] also confirmed that LTG Huntoon compensated them with a

Starbucks Gift Card each. (b)(6) (b)(7)(C) added the (b)(6) (b)(7)(C) was not pleased with the level of compensation for the amount of time and effort they provided.

In the referenced sworn statement, LTG Huntoon also declared the [REDACTED] and his [REDACTED] volunteered to support the event which was attended by eight guests.¹⁵ LTG Huntoon also stated he believed that the [REDACTED] and [REDACTED] each worked for four or five hours to support the dinner. LTG Huntoon explained the dinner concept was such that the winners dined first at BG Rapp's quarters for appetizers, then to his quarters for the entrée, and finally to BG Trainor's quarters for dessert. LTG Huntoon added that the food and associated items were financed with his personal funds, and provided this Office with bank documentation to that effect.

LTG Huntoon requested that these limited, unofficial instances, be placed in the context of his entire career of service. LTG Huntoon continued that he takes full responsibility for any violations of the [REDACTED] duties.

Transportation

LTG Huntoon's [REDACTED] stated he once volunteered to transport LTG Huntoon's [REDACTED] from the train station in Newark, New Jersey, to LTG Huntoon's quarters. The [REDACTED] explained that he drove LTG Huntoon's personally owned vehicle the roundtrip of approximately 100 miles which took approximately 3 hours.¹⁶ The [REDACTED] continued that the trip occurred on May 18, 2011, during the week in off-duty evening hours and that LTG Huntoon compensated him with \$60.00 and an \$8.00 lunch.

The [REDACTED] later stated that on two other occasions he volunteered to drive LTG Huntoon's [REDACTED] to the train station in Garrison, NY, using LTG Huntoon's personally owned vehicle. The [REDACTED] added that LTG Huntoon provided him a one-time payment of \$40.00, as well as an \$8.00 lunch on each occasion as compensation. The [REDACTED] estimated the roundtrip duration and distance as 30 minutes and 20 miles respectively.¹⁷

Personal Services

Driving Lessons: BG Rapp and the Director of Admissions testified to their belief that [REDACTED] provided driving lessons to LTG Huntoon's [REDACTED] [REDACTED] confirmed that she did so. Our survey of three driving schools in the West Point area established an average rate for individual instruction of \$45 per hour.

Pet Care: The Director of Admissions and [REDACTED] testified that [REDACTED] was a close friend of the Huntoon family. The [REDACTED] testified that [REDACTED] had a

¹⁵ The West Point Women's Club representative confirmed eight guests attended the dinner.

¹⁶ MapQuest established the roundtrip duration and distance as 2:44 hours and 110 miles respectively.

¹⁷ MapQuest established the roundtrip duration and distance as 44 minutes and 22 miles respectively.

“strong relationship” with LTG Huntoon’s [REDACTED], and got along well with the entire Huntoon family. BG Rapp testified [REDACTED] had an “almost familial” relationship with the Huntoon family. [REDACTED] testified she had a personal relationship with the Huntoon family. LTG Huntoon testified [REDACTED] was known and welcome by his family. LTG Huntoon testified that in November or December 2010, [REDACTED] agreed to feed [REDACTED] cats, but was unable to do so and he agreed to perform that task. LTG Huntoon explained that after the first time, “it occurred to me this was not the right thing to do.” Subsequently, he requested his [REDACTED] assume that duty, which he did.

The [REDACTED] corroborated LTG Huntoon’s account of the matter. The [REDACTED] explained that LTG Huntoon stopped by his quarters one evening to “ask a favor” that he assume responsibility for feeding [REDACTED] cats. The [REDACTED] added that he also owns a cat and continues to feed [REDACTED] cats when she is away.

Discussion

We conclude that LTG Huntoon improperly used Government personnel for other than official purposes. We also conclude that LTG Huntoon improperly accepted gifts from his subordinates on at least two occasions: the Progressive Dinner, and by allowing [REDACTED] to provide driving lessons to [REDACTED]. Additionally, we conclude that LTG Huntoon improperly induced his [REDACTED] to care for [REDACTED] cats, a misuse of his position. We further conclude that LTG Huntoon properly compensated his [REDACTED] for providing transportation for [REDACTED] outside of duty hours.

We found that the [REDACTED] luncheon, hosted by [REDACTED] was not related to LTG Huntoon’s duties as the Superintendent. The event occurred during duty hours and was supported by LTG Huntoon’s [REDACTED]. We also found that the [REDACTED] prepared and serviced the Progressive Dinner, a private, unofficial dinner event auctioned off by the WPWC, which occurred outside normal duty hours. Even if the [REDACTED] volunteered to support the event, we found that they were inadequately compensated for their time. We also found that [REDACTED] provided driving lessons to LTG Huntoon’s [REDACTED] and that this service also constituted an improper gift. Furthermore, we found that LTG Huntoon acknowledged that [REDACTED] was a family friend. Therefore, LTG Huntoon’s request to the [REDACTED] a direct report to LTG Huntoon, to feed [REDACTED] cats, was a misuse of his position.

The JER prohibits an employee from using subordinates for unofficial business during duty hours. Additionally, the JER requires that if services are outside the duty day, the subordinate may volunteer to provide services if the senior provides appropriate compensation. However, if there is inadequate compensation, the service is considered a gift from a subordinate. The JER does provide certain criteria when a superior may accept a gift from a subordinate, but not in instances where the individuals are in a senior/subordinate relationship. The JER also prohibits an employee from inducing another person, including a subordinate, to provide a benefit to another person with whom the employee is affiliated in a nongovernmental capacity.

We determined that in the instance of the [REDACTED] luncheon, LTG Huntoon misused official time by using the [REDACTED] during the duty day to prepare and service the event. We also determined that on two occasions, LTG Huntoon improperly accepted gifts from his subordinates. First, regarding the Progressive Dinner, we determined that the level of compensation (Starbucks gift cards valued at \$30 and \$40) was not sufficient given the amount of personal time and services rendered in support of the dinner. Second, we determined that the driving lessons for LTG Huntoon's [REDACTED] constituted a gift of services, which LTG Huntoon cannot accept due to his supervisory relationship with [REDACTED]. Finally, with respect to care of [REDACTED] cats, we found that LTG Huntoon's relationship with [REDACTED] was both personal as well as professional. We conclude that the cat care was provided to [REDACTED] as a friend and not in her professional capacity. Consequently, we determined that in requesting the [REDACTED] to care for [REDACTED] cats, LTG Huntoon misused his position to induce a benefit to a friend.

Accordingly, we determined LTG Huntoon misused Government personnel by improperly using [REDACTED] for other than official duties without adequate compensation, improperly accepted gifts of services from subordinates, and misused his official position to induce benefits to a friend.

Response to Tentative Conclusions

In his response to this Office, dated April 13, 2012, LTG Huntoon accepted full responsibility for his actions. LTG Huntoon provided documentation that he had researched labor rates for the events in question and compensated all parties concerned totaling \$1815.

After carefully considering LTG Huntoon's response, we stand by our conclusion that LTG Huntoon misused Government personnel for other than official purposes, improperly accepted gifts of services from subordinates, and misused his position to induce a benefit to a friend.

V. CONCLUSIONS

A. [REDACTED]

B. We conclude that LTG Huntoon improperly used Government personnel for other than official purposes, improperly accepted gifts of services from subordinates, and misused his position to induce a benefit to a friend.

VI. RECOMMENDATION

We recommend the Secretary of the Army consider appropriate corrective action with regard to LTG Huntoon.