NYC CONFLICTS OF INTEREST BOARD
CHAPTER 68 ENFORCEMENT CASE SUMMARIES

Current as of December 5, 2016

Below are listed the various categories of violations of Chapter 68 of the City Charter. By clicking on the heading, you will go directly to that section of the summaries.

MOONLIGHTING WITH A FIRM ENGAGED IN BUSINESS DEALINGS WITH THE CITY

- **Relevant Charter Sections:** City Charter §§ 2604(a)(1)(a), 2604(a)(1)(b)

OWNERSHIP INTEREST IN A FIRM ENGAGED IN BUSINESS DEALINGS WITH THE CITY

- **Relevant Charter Sections:** City Charter §§ 2604(a)(1)(a), 2604(a)(1)(b)

VOLUNTEERING FOR A NOT-FOR-PROFIT ENGAGED IN BUSINESS DEALINGS WITH THE CITY

- **Relevant Charter Sections:** City Charter §§ 2604(a)(1)(a), 2604(a)(1)(b), 2604(c)(6)

MISUSE OF CITY TIME

- **Relevant Charter Sections:** City Charter § 2604(b)(2)
- **Relevant Board Rules:** Board Rules § 1-13(a)

MISUSE OF CITY RESOURCES

- **Relevant Charter Sections:** City Charter § 2604(b)(2)
- **Relevant Board Rules:** Board Rules § 1-13(b)

AIDING OR INDUCING A VIOLATION OF THE CONFLICTS OF INTEREST LAW

- **Relevant Charter Sections:** City Charter § 2604(b)(2)
- **Relevant Board Rules:** Board Rules § 1-13(d)

MISUSE OF CITY POSITION

- **Relevant Charter Sections:** City Charter §§ 2604(b)(2), 2604(b)(3)

USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION

- **Relevant Charter Sections:** City Charter § 2604(b)(4)

GIFTS

- **Relevant Charter Sections:** City Charter § 2604(b)(5)
- **Relevant Board Rules:** Board Rules § 1-01(a)

APPEARANCE BEFORE THE CITY ON BEHALF OF PRIVATE INTEREST

- **Relevant Charter Sections:** City Charter § 2604(b)(6)

APPEARANCE AS AN ATTORNEY IN LITIGATION AGAINST THE CITY

- **Relevant Charter Sections:** City Charter § 2604(b)(7)

SOLICITING POLITICAL ACTIVITIES

- **Relevant Charter Sections:** City Charter § 2604(b)(9)

SOLICITING POLITICAL CONTRIBUTIONS

- **Relevant Charter Sections:** City Charter § 2604(b)(11)

POLITICAL FUNDRAISING BY HIGH-LEVEL CITY OFFICIALS

- **Relevant Charter Sections:** City Charter § 2604(b)(12)

ACCEPTING COMPENSATION FOR CITY JOB FROM SOURCE OTHER THAN THE CITY

- **Relevant Charter Sections:** City Charter § 2604(b)(13)

SUPERIOR-SUBORDINATE FINANCIAL RELATIONSHIPS

- **Relevant Charter Sections:** City Charter § 2604(b)(14)

JOB-SEEKING VIOLATIONS

- **Relevant Charter Sections:** City Charter § 2604(d)(1)

ONE-YEAR POST-EMPLOYMENT APPEARANCES

- **Relevant Charter Sections:** City Charter § 2604(d)(2)

LIFETIME POST-EMPLOYMENT PARTICULAR MATTER BAN

- **Relevant Charter Sections:** City Charter § 2604(d)(4)

POST-EMPLOYMENT USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION

- **Relevant Charter Sections:** City Charter § 2604(d)(5)

LOBBYIST GIFT LAW

- **Relevant Law:** Administrative Code § 3-225; Board Rules § 1-16

MOONLIGHTING WITH A FIRM
ENGAGED IN BUSINESS DEALINGS WITH THE CITY

- **Relevant Charter Sections:** City Charter §§ 2604(a)(1)(a), 2604(a)(1)(b)[1]

The Board and the New York City Administration for Children's Services ("ACS") concluded a joint settlement with the Acting Executive Director for the Case Review and Support Unit at ACS, who agreed to pay a $3,500 fine–$2,000 to the Board and $1,500 to ACS–for multiple violations of the City's conflicts of interest law. The Acting Executive Director accepted a free meal for herself and her ACS staff from a day care provider as a "thank you" for helping the provider be reinstated at ACS. The City's conflicts of interest law prohibits public servants from accepting a gratuity in any amount from a person whose interests may be affected by the public servant's official action. Separately, the Acting Executive Director held a prohibited position at the Young Adult Institute ("YAI"), a firm engaged in business dealings with multiple City agencies. In furtherance of her work for YAI, the Acting Executive Director wrote two reports for YAI during her City work hours and subsequently used an ACS fax machine to send those reports to YAI. The matter was a joint settlement with ACS. *COIB v. Crawley*, COIB Case No. 2014-935 (Sept. 25, 2015).

A Community Coordinator for the New York City Human Resources Administration ("HRA") agreed to resign her position and not challenge a prior thirty-day unpaid suspension, valued at approximately $4,692, imposed for numerous conflicts of interest law violations in addition to other conduct that violated HRA's Rules and Procedures. The Community Coordinator: (1) had a position with a private childcare business that accepted payments from HRA on behalf of clients whose children attended the daycare; (2) used her HRA computer and email account to send and receive emails relating to the childcare business and her private rental properties; (3) asked her subordinate to fill out an affidavit unrelated to the subordinate's HRA job duties as a personal favor to the Community Coordinator; (4) without authorization or a City purpose, used the Welfare Management System ("WMS") to access the confidential public assistance case records of her two brothers, her sister, her son, and her grandson to determine the status of their Medicaid benefits cases; (5) used WMS to improperly recertify her grandson's Medicaid benefits, even though the required recertification documentation had not been submitted; and (6) had an HRA coworker use WMS to improperly recertify her daughter's and her brother's Medicaid benefits, even though they had not submitted the proper recertification documentation. The matter was a joint settlement with HRA. *COIB v. Judd*, COIB Case No. 2015-102 (2015).

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[1] City Charter § 2604(a)(1)(a) states: "Except as provided in paragraph three below, no public servant shall have an interest in a firm which such public servant knows is engaged in business dealings with the agency served by such public servant; provided, however, that, subject to paragraph one of subdivision b of this section, an appointed member of a community board shall not be prohibited from having an interest in a firm which may be affected by an action on a matter before the community or borough board."

City Charter § 2604(a)(1)(b) states: "Except as provided in paragraph three below, no regular employee shall have an interest in a firm which such regular employee knows is engaged in business dealings with the City, except if such interest is in a firm whose shares are publicly traded, as defined by rule of the Board."

The Board issued a public warning letter to a now-former physical therapist for the New York City Department of Education ("DOE") for (1) moonlighting for a private physical therapy company that did business with DOE and (2) performing work for another physical therapy company during his DOE workday. The physical therapist was terminated by DOE for this conduct. The City's conflicts of interest law prohibits City employees from having a second job with a firm that has business dealings with any City agency, regardless of whether the firm is for-profit or not-for-profit. *COIB v. Roberto*, COIB Case No. 2014-638 (2015).

A Sanitation Worker for the New York City Department of Sanitation ("DSNY") agreed to pay a $750 fine to the Board for having prohibited moonlighting positions with three different firms with City business dealings. The City's conflicts of interest law prohibits City employees from having a second job with a firm, whether for-profit or not-for-profit, with business dealings with any City agency. This matter was a joint settlement with DSNY. *COIB v. Middleton*, COIB Case No. 2014-431 (2015).

A Computer Systems Manager for the New York City Department of Records and Information Services ("DORIS") paid the Board a $4,650 fine for doing business with the Office of the Public Administrator of New York County (a City agency) as an independent consultant. The City's conflicts of interest law prohibits City workers from engaging in business dealings with any City agency. The amount of the fine represents the total amount the Computer Systems Manager received as a result of the prohibited business dealings. This matter was a joint settlement with DORIS. *COIB v. Akuesson*, COIB Case No. 2014-488 (2015).

A now former managerial Administrative Public Health Nurse agreed to resign from the New York City Department of Health and Mental Hygiene ("DOHMH") for two violations of the City's conflicts of interest law: first, having a second job with North Shore-LIJ Health System, a firm with business dealings with the City; and, second, participating in the interview for a position at DOHMH of one of her subordinates at North Shore-LIJ without disclosing that association to anyone at DOHMH. A superior and a subordinate in a private business are considered "associated" under the City's conflicts of interest law, and the law prohibits a City employee from being involved in any personnel matter concerning someone with who he/she is associated. *COIB v. Buenaventura*, COIB Case No. 2014-479 (2014).

A Sanitation Worker had a second job with Brooklyn Baseball, LLC, a firm with business dealings with the City, without authorization from the New York City Department of Sanitation ("DSNY") and a waiver from the Board. The Sanitation Worker resigned from the second job and agreed to the publication of a letter warning him and other City employees that, prior to accepting any second job with a firm doing business with any City agency, agency head authorization and a waiver from the Board must be obtained. This matter was a joint settlement with DSNY. *COIB v. Cubeiro*, COIB Case No. 2014-287 (2014).

The Board and the New York City Administration for Children's Services ("ACS") concluded a joint settlement with a Congregate Care Specialist in the Division of Youth and Family Justice who agreed to pay a $1,000 fine, split between the Board and ACS, for, from July 2011 until March 2014, having second job with Good Shepherd Services, a firm having substantial business dealings with ACS. *COIB v. Moore*, COIB Case No. 2013-460 (2014).

The Board issued a public warning letter to the Director of Sign Language Services for the New York City Department of Education ("DOE") who, since at least 2007, has had a paid position with a nonprofit organization that receives funding from the New York City Department of Cultural Affairs. On March 14, 2014, the Board, with the approval of DOE, issued a waiver to the Director of Sign Language Services allowing her to keep her outside position, thus ending her violation. In the public warning letter, the Board informed the Director of Sign Language Services that City Charter § 2604(a)(1)(b) prohibits a City employee from having a paid position with an entity that receives funding from another City agency. *COIB v. Prevor*, COIB Case No. 2013-859 (2014).

The Board, joined by the New York City Department of Education ("DOE"), issued a public warning letter to an Associate Educational Officer who, while on an unpaid leave of absence from her previous DOE position as a teacher, worked for a private tutoring company that had business dealings with DOE and appeared before DOE on behalf of the tutoring company on multiple occasions. The former teacher's leave of absence occurred from 2001 to 2012, during the duration of which she worked for the tutoring company, first as an administrative assistant (since 1995) and then as Chief Operating Officer from 2008 to 2012. The tutoring company entered into its first contract with DOE in 2002. On behalf of the tutoring company, the former teacher contacted DOE via email and phone on multiple occasions and attended a meeting between DOE and the tutoring company in 2005 where the language of a DOE-tutoring company contract was discussed. In the public warning letter, the Board informed the Associate Educational Officer that, as it stated in Advisory Opinion No. 98-11, City employees are still subject to Chapter 68 during unpaid leaves of absence, and she therefore violated City Charter § 2604(a)(1)(a) by working for a private company doing business with her City agency and City Charter § 2604(b)(6) by appearing before her City agency on behalf of that private company. *COIB v. Mulgrew Daretany*, COIB Case No. 2013-308 (2013).

The Board, joined by the New York City Department of Education ("DOE"), issued a public warning letter to a Speech Therapist at IS/HS 270, in the Bronx, who held the position of unpaid board member at the non-profit Belmont Community Day Care Center at a time when Belmont was engaged in business dealings with DOE and failed to comply with the requirements of the "safe harbor" provision of City Charter § 2604(c)(6). At a different time, the Speech Therapist also held a paid position at Belmont while Belmont was engaged in business dealings with DOE and another City agency, but appeared not to have been involved in Belmont's City business dealings. While not pursuing further enforcement action, the Board took the opportunity of this public warning letter to remind public servants of the requirements of the safe harbor provision for volunteering with non-profits with City business dealings and the prohibition on moonlighting in compensated positions with firms with City business dealings absent a waiver from the Board. *COIB v. Cavagna*, COIB Case No. 2013-357 (2013).

A Project Officer for the New York City School Construction Authority ("SCA") agreed to serve a six-week suspension, valued at approximately $10,400, for soliciting a $15,000 loan from a SCA contractor and for soliciting and accepting a part-time position with a firm while actively supervising that firm's work for the SCA and then repeatedly interfered in SCA projects on that firm's behalf. The subject's conduct violated SCA Policy and Guidelines and the City's conflicts of interest law, which prohibits City officials and employees from asking for or entering

into business, financial, or employment relationships with a private party whom the public servant is dealing with in performing his or her official duties for the City. This case was resolved in a joint effort by the Board and SCA. *COIB v. Giwa*, COIB Case No. 2013-306 (2013).

The Board reached a settlement with a former Lieutenant-in-Charge of the Emergency Vehicle Operation Course training program at the New York City Fire Department ("FDNY"), who paid a $7,000 fine to the Board. As part of his official FDNY duties, the former Lieutenant-in-Charge programmed and operated a FAAC emergency vehicle driving simulator in order to train FDNY personnel in emergency vehicle operation. FAAC has been engaged in business dealings with FDNY since 2004. In 2006, the former Lieutenant-in-Charge submitted to FDNY a written request for an outside employment waiver from the Board so that he could perform part-time consulting work for FAAC. FDNY denied the former Lieutenant-in-Charge's waiver request and informed him that his proposed employment with FAAC would be in direct conflict with his FDNY duties. Despite the denial of his waiver request, the former Lieutenant-in-Charge worked for FAAC as a consultant from 2007 until his retirement in 2009. The former Lieutenant-in-Charge admitted that his conduct violated the City's conflicts of interest law's prohibitions against (1) a City employee having an interest in a firm, which includes employment by a firm, that the public servant knows or should know is engaged in business dealings with the agency served by the public servant and (2) a City employee using his or her City position to obtain a personal benefit, such as a compensated position. *COIB v. Raheb*, COIB Case No. 2012-461 (2013).

The Board and the New York Department of Health and Mental Hygiene ("DOHMH") concluded a joint settlement with a Public Health Sanitarian in the DOHMH Division of Environmental Health, Bureau of Food Safety and Community Sanitation, who, since he began working at DOHMH, had a second job with each of the firms that provided health care services on Rikers Island, all of those firms having business dealings with DOHMH. Starting in May 2012, through September 2012, at which time he resigned his second job, the Public Health Sanitarian conducted monthly inspections on behalf of DOHMH in the medical facilities run by his private employer at Rikers Island. The Public Health Sanitarian admitted that his conduct violated the City's conflicts of interest law, which prohibits City employees from having a position with a firm with business dealings with any City agency, and prohibits City employees from using their City position to benefit a person or firm with whom or which the City employee is associated. The Public Health Sanitarian acknowledged that that he was "associated" with his private employer within the meaning of the City's conflicts of interest law. For these violations, the Public Health Sanitarian agreed to pay a $1,500 fine to the Board and a $2,500 fine to DOHMH, for a total financial penalty of $4,000. *COIB v. V. James*, COIB Case No. 2012-710 (2013).

The Board issued a public warning letter to a New York City Department of Education ("DOE") teacher at PS 80 in Queens who was concurrently employed as a Custodial Helper at the same school in the evenings during the school year, failing to comply with the conditions of a 2008 mass waiver. While not pursuing further enforcement action, the Board took the opportunity of this public warning letter to remind public servants that the City's conflicts of interest law prohibits a public servant from having an interest in a firm which has business

dealings with his or her City agency, including working as a Custodial Helper for a Custodial Engineer at a DOE school. While the Board issued a mass waiver in 2008 to allow certain DOE employees to also work as Custodial Helpers, this mass waiver requires such Custodial Helper employment to be conducted only during the summer and only at a school other than the one to which the DOE employee is assigned for the following school year. *COIB v. Pauline*, COIB Case No. 2012-807 (2013).

The Board fined a former Elevator Mechanic Helper for the New York Housing Authority ("NYCHA") $1,000 for working full-time as an Elevator Mechanic Helper for a firm with NYCHA business dealings while he was on a leave of absence from his NYCHA position. In a public disposition of the Board's charges, the former Elevator Mechanic Helper acknowledged that his position with the private elevator maintenance firm violated the City's conflicts of interest law, which prohibits public servants from working for any firm that is engaged in business dealings with any agency of the City, including when the public servant is on leave of absence from the agency. *COIB v. J. Romeo*, COIB Case No. 2012-808 (2013).

A Senior Occupational Therapist for the New York City Department of Education ("DOE") paid a $2,500 fine to the Board for having an ownership interest in, and a job with, a firm having business dealings with DOE. The Senior Occupational Therapist's husband owns a firm that contracted with DOE to provide physical therapy services to DOE students. The Senior Occupational Therapist acknowledged that, as such, she had an ownership interest in a firm with business dealings with DOE, which is prohibited by the City's conflicts of interest law. Additionally, the Senior Occupational Therapist worked for her husband's firm as a bookkeeper and an editor. The Senior Occupational Therapist acknowledged that, as such, she had a position with a firm having business dealings with DOE, which is also prohibited by the City's conflicts of interest law. For these violations, the Senior Occupational Therapist paid a $2,500 fine to the Board. The Senior Occupational Therapist's husband also directed DOE to transfer all of his firm's current contracts with DOE to another firm in which neither he nor his wife has any financial interest. *COIB v. Fogel*, COIB Case No. 2012-228 (2012).

The Board settled an enforcement action against a former Technical Inspector for the New York City School Construction Authority ("SCA") who paid a $1,000 fine for working full-time for an SCA plumbing contractor while he was on a leave of absence from his SCA position. In a public disposition of the Board's charges, the former Technical Inspector acknowledged that his position with the plumbing contractor violated the City's conflicts of interest law, which prohibits public servants from working for any firm that is engaged in business dealings with any agency of the City. *COIB v. Agius*, COIB Case No. 2012-169 (2012).

The Board issued public warning letters to four employees of the New York City Health and Hospitals Corporation and one employee of the New York City Department of Environmental Protection (the "City Employees") for holding outside positions with firms engaged in business dealings with the City in violation of City Charter § 2640(a)(1)(b). The City Employees each reported in their 2009 Financial Disclosure Reports that they held outside positions with firms engaged in business dealings with the City. The Board subsequently informed the City Employees in writing that they must either resign their outside positions or obtain waivers from the Board, which none of the City Employees did. The City Employees

reported again in their 2010 Financial Disclosure Reports that they continued to maintain their outside positions with firms engaged in business dealings with the City. Upon notice that the Board was pursuing enforcement actions against them, each of the City Employee's promptly sought a waiver from the Board to hold the otherwise prohibited positions, which waivers were granted. The Board took the opportunity of the public warning letters to remind public servants that they must obtain a waiver from the Board *before* accepting any position with a firm engaged in business dealings with the City. *COIB v. Manning*, COIB Case No. 2011-783 (2012); COIB *v. Fields*, COIB Case No. 2011-784 (2012), *COIB v. Bowen-Allen*, COIB Case No. 2011-785 (2012); *COIB v. Scaramuzzino*, COIB Case No. 2011-786 (2012); *COIB v. Ifeanyi Madu*; COIB Case No. 2011-788 (2012).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement with a Public Health Educator II in the DOHMH Division of Administration, Bureau of Human Resources to resolve her violations of the DOHMH Standards of Conduct and Chapter 68, the City's conflicts of interest law. First, the Public Health Educator admitted that she had positions as an adjunct professor at two educational institutions, each with business dealings with the City. The Public Health Educator acknowledged that, by having these positions without the written permission of the DOHMH Commissioner and a waiver from the Board, she violated the City's conflicts of interest law, which prohibits a public servant from having a position with a firm doing business with the City. Second, the Public Health Educator admitted that, at times she was required to be performing work for DOHMH, she used her City computer and DOHMH e-mail account to perform work related to related to her outside employment as an adjunct professor, her outside employment as a Certified Health Educator, and her work for a not-for-profit organization for which she served as Secretary. The Public Health Educator admitted that her use of City resources for her volunteer work was in excess of the *de minimis* amount permitted by the City's Policy on Limited Personal Use of City Office and Technology Resources (also known as the "Acceptable Use Policy"). The Public Health Educator acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time or City resources to pursue private, non-City activities. For this misconduct, the Public Health Educator agreed to resign from DOHMH effective February 24, 2012, and never to seek future employment with DOHMH or any other City agency. *COIB v. Congo*, COIB Case No. 2012-121 (2012).

The Board issued a public warning letter to a former New York City Department of Education ("DOE") Parent Coordinator for having a position with a firm doing business with the DOE and for appearing before the DOE on behalf of the firm while employed at the DOE and during his first year of post-DOE employment. The former Parent Coordinator was employed by a firm as Program Director of an Afterschool Program at his school and, on behalf of the firm, he solicited other DOE schools to purchase the Program. The Afterschool Program was created to teach DOE students how to produce a magazine, for which the former Parent Coordinator obtained a trademark jointly with his DOE principal. The Parent Coordinator, his then DOE Principal, and the owner of the firm shared the trademark registration fee equally. During the course of the investigation into these allegations by the Special Commissioner of Investigation, the Parent Coordinator resigned from the DOE. Within one year of leaving City service, the former Parent Coordinator continued to communicate with the DOE by soliciting two schools and, the following school year, by acting as an instructor of the Afterschool Program at one. The

Board informed the former Parent Coordinator that his conduct violated the City's conflicts of interest law, which, among other things, prohibits a public servant from: (a) having a position with a firm engaged in business dealings with his or her City agency; (b) using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant; (c) having a financial relationship with one's City superior; (d) representing private interests before any City agency; and (e) appearing before his or her former agency within one year of terminating employment with that agency. In issuing the public warning letter, the Board took into consideration that the former Parent Coordinator's DOE superior knew and approved of his operating the Afterschool Program at his school; as a result of that approval, the former Parent Coordinator was unaware that his conduct violated the City's conflicts of interest law; the DOE cancelled the Afterschool Program at those DOE schools that had contracted with the firm; and the Board was satisfied that the former Parent Coordinator was unable to pay a fine. *COIB v. A. Johnson*, COIB Case No. 2010-289a (2011).

The Board and the New York City Fire Department ("FDNY") concluded a three-way settlement with the former Chief of Operations for the Emergency Medical Service ("EMS") at FDNY who paid a $12,500 fine to the Board for obtaining a paid position with Masimo, Inc., a firm he was dealing with in his official capacity as the EMS Chief of Operations. Among Masimo's products is RAD-57, a non-invasive carbon monoxide monitoring device used to determine the level of carbon monoxide in an individual's bloodstream. In or around 2007, FDNY reached an agreement with Masimo to acquire approximately 30 RAD-57 devices for a trial period, after which FDNY contracted with Masimo for the purchase of RAD-57 devices for agency-wide use. The EMS Chief of Operations was a member of the FDNY committee charged with evaluating equipment purchases for EMS, including RAD-57, and he was one of the two most senior people in EMS supervising the use of RAD-57 in the field. During the trial phase, the EMS Chief of Operations traveled to California to speak at an internal corporate meeting of Masimo concerning the progress of the pilot program and the clinical evaluation of RAD-57 by FDNY. Masimo paid all of the EMS Chief of Operations' travel-related expenses, including hotel and meals, during the trip. In March 2009, the EMS Chief of Operations signed a consulting agreement with Masimo, under the terms of which he agreed to make presentations on behalf of Masimo – primarily about the dangers of carbon monoxide and the importance of measuring carbon monoxide levels for emergency services workers – in return for Masimo's payment of all his travel-related expenses, hotel, meals, and a $1,500 honorarium for each presentation. Under the terms of this agreement, the EMS Chief of Operations spoke on behalf of Masimo at emergency services conferences in March 2009 in Baltimore, Maryland; in May 2009 in Evansville, Indiana; in August 2009 in Charleston, South Carolina; in August 2009 in Dallas, Texas; and in October 2009 in Atlanta, Georgia. The EMS Chief of Operations told no one at FDNY about the consulting agreement or his acceptance of travel-related expenses from Masimo. The EMS Chief of Operations acknowledged his conduct violated the City's conflicts of interest law, which prohibits a public servant from having a position with a firm engaged in business dealings with the public servant's own agency and from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any individual or firm "associated" with the public servant. *COIB v. Peruggia*, COIB Case No. 2010-442 (2011).

The Board issued a public warning letter to a New York City Administration for Children's Services ("ACS") Social Services Supervisor who self-reported to the Board that, since 1967, she had been an unpaid board member of a not-for-profit organization engaged in business dealings with ACS and that, for approximately 1½ yrs, she had been employed teaching a weekly parenting skills class at a firm doing business with ACS. The Social Services Supervisor represented to the Board that, as a board member of the not-for-profit, she had not been actively involved in any City-related matters. While not pursuing further enforcement action, the Board took the opportunity of this public warning letter to remind public servants that the City's conflicts of interest law prohibits public servants from having a volunteer position, including as an officer or director, with any not-for-profit corporation, association, or other such entity, that engages in business dealings with the City agency they serve without first obtaining the permission of their agency head or from being involved in the not-for-profit's City business dealings without a waiver from the Board or from having a paid position with any non-government entity, whether for-profit or not-for-profit, that engages in business dealings with the City without a waiver from the Board. *COIB v. Watler*, COIB Case No. 2009-830 (2011).

The Board issued a public warning letter to a New York City Department of Education ("DOE") Principal for running Oakland Gardens 203 Corporation, a not-for-profit organization that engaged in business dealings with the DOE by providing after-school and summer programs at her school. The Principal served as an officer on the Oakland Gardens Board of Directors and was compensated for these services. While not pursuing further enforcement action, the Board took the opportunity of this public warning letter to remind public servants that the City's conflicts of interest law prohibits public servants from acting as the paid officer or director for any not-for-profit corporation, association, or other such entity that engages in business dealings with the City agency they serve. *COIB v. Nussbaum*, COIB Case No. 2009-191 (2010).

The Board fined a former Borough Command Captain for the New York City Human Resources Administration ("HRA") $1,500 for working for a firm that had business dealings with the City and using his City-issued Blackberry and City e-mail account to do work related to his outside employment and private business. The former Borough Command Captain admitted that since June 2008 he held a part-time position as a Fire Safety Director and Security Supervisor at a private security company that contracts with the New York City Department of Correction and that he used his City-issued Blackberry to make several calls related to his work at this company as well as his work for a security consulting company he owned and operated. The former Borough Command Captain acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from having an interest in a firm that such public servant knows, or should know, is engaged in business dealings with the City and from using City resources for any non-City purpose. *COIB v. Agbaje*, COIB Case No. 2009-514 (2010).

The Board issued public warning letters to 15 New York City Department of Education teachers who were employed as tutors by a private firm that contracted with DOE to provide tutoring services to DOE students. While not pursuing further enforcement action, the Board took the opportunity to remind public servants that Chapter 68 prohibits public servants from being employed by an firm that is engaged in business dealings with their agency and that those public servants wishing to be employed by such firms must obtain written approval from their

agency and a waiver from the Board. *COIB v. Braccia*, COIB Case No. 2008-539m (2010); *COIB v. Burke*, COIB Case No. 2008-539x (2010); *COIB v. Daras*, COIB Case No. 2008-539b (2010); *COIB v. A. Diaz*, COIB Case No. 2008-539b (2011); COIB *v. Grolimund*, COIB Case No. 2008-539h (2010); *COIB v. Holmes*, COIB Case No. 2008-539 (2010); *COIB v. Mapp*, COIB Case No. 2008-539u (2010); *COIB v. Reiter*, COIB Case No. 2008-539i (2010); *COIB v. Sarot*, COIB Case No. 2008-539t (2010); *COIB v. Shapiro*, COIB Case No. 2008-539r (2010); *COIB v. Simms*, COIB Case No. 2008-539d (2010); *COIB v. Taylor*, COIB Case No. 2008-539e (2010); *COIB v. Vyas*, COIB Case No. 2008-539aa (2010); *COIB v. Wheeler*, COIB Case No. 2008-539b (2010); *COIB v. Ziotis*, COIB Case No. 2008-539q (2010).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement with an Associate Staff Analyst in which the Associate Staff Analyst agreed to be suspended for 22 work days, valued at $6,005.34; forfeit 136 hours of annual leave, valued at $5,303.48; resign from DOHMH; and never seek City employment in the future for her multiple violations of the City's conflicts of interest law. Among her violations, the Associate Staff Analyst acknowledged that she worked as the full-time, paid Executive Director of a not-for-profit organization engaged in business dealings with the City and DOHMH during the eighteen months she was on an approved leave from DOHMH unrelated to employment with the not-for-profit. The Associate Staff Analyst admitted that in doing so she violated the City's conflicts of interest law, which prohibits a public servant from having an interest in a firm that the public servant knows or should know is engaged in business with the agency served by the public servant or with the City. *COIB v. M. John*, COIB Case No. 2008-756 (2010).

The Board fined a former Member of the Board of Directors of the New York City Health and Hospital Corporation ("HHC") $13,500 for his multiple violations of the City's conflicts of interest law. The former Board Member acknowledged that, during the time that he served on the HHC Board of Directors, he also held a series of paid positions with a foreign medical school (the "School") which had contracted, since 1977, with multiple HHC facilities to provide placements for the School's students in clinical clerkship programs at HHC hospitals and then, in 2007, entered into a comprehensive, agency-wide contract for the placement of the School's students. In light of his positions at the School and on the Board, the former Board Member was aware of the School's business dealings with HHC. The former Board Member admitted that by simultaneously having a position with both HHC and the School he violated the City's conflicts of interest law, which prohibits a public servant from having a position with a firm that the public servant knows or should know is engaged in business dealings with the public servant's agency. The former Board Member further acknowledged that, in having these dual roles at the School and on the HHC Board of Directors, he created at least the appearance that the actions he took as a Board Member were done in part to benefit the School, in violation of the City's conflicts of interest law, which prohibits a public servant from having any private business, interest, or employment which is in conflict with the proper discharge of the public servant's official duties. The former Board Member further acknowledged that, while he was a Board Member, he contacted HHC personnel at different HHC facilities on behalf of the School about increasing the number of placements available at those facilities for the School's students. The former Board Member admitted that in so doing he violated the City's conflicts of interest

law, which prohibits a public servant from appearing for compensation before any City agency on behalf of a private interest. *COIB v. Ricciardi*, COIB Case No. 2008-648 (2010).

The Board issued a public warning letter to a New York City Administration for Children's Services ("ACS") Clerical Associate II who also worked for four and one-half years as a translator at Geneva Worldwide, Inc., a firm engaged in business dealings with ACS. While not pursuing further enforcement action, in part because the Clerical Associate II had since resigned from Geneva, the Board took the opportunity of this public warning letter to remind public servants that Chapter 68 of the City Charter prohibits a public servant from engaging in outside employment with a firm that has business dealings with their own agency without first obtaining written approval from the head of their agency and, if such permission is obtained, a written waiver from the Board. *COIB v. Jean*, COIB Case No. 2009-685 (2010).

The Board issued public warning letters to two New York City Department of Education ("DOE") Social Workers working at DOE's Austin J. MacCormick Island Academy at Rikers Island for also being employed by Prison Health Services at Rikers Island, a firm engaged in business dealings with the City. Neither Social Worker had a waiver permitting work at Prison Health Services prior to commencing that employment, and both were informed that they needed to end this outside employment or seek a waiver but did not immediately do so. While not pursuing further enforcement action, the Board took the opportunity of this public warning letter to remind public servants that Chapter 68 of the City Charter prohibits a public servant from working for any firm that does business with the City but that, under certain circumstances, the Board may grant a waiver of that prohibition, subject to certain conditions, after receiving written approval of the public servant's agency head. *COIB v. Johnson*, COIB Case No. 2008-394a (2010); *COIB v. Ljubicic*, COIB Case No. 2008-394b (2010).

The Board and the New York City Department of Education ("DOE") concluded a three-way settlement with a teacher who agreed to pay a $750 fine to DOE for having a second job with Touro College, a firm with City business dealings, without first seeking a waiver from the Board. The teacher acknowledged that, since January 2003, she had been employed by Touro College and that, on one occasion, she performed work for Touro College on City time. The teacher acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from pursuing private activities when the public servant is required to perform services to the City. The teacher also acknowledged that, although she obtained a waiver from the Board in April 2009, she should have requested the waiver *before* she began working for Touro College. *COIB v. Hicks*, COIB Case No. 2009-085 (2009).

The Board fined a New York City Administration for Children's Services ("ACS") Youth Advocate Liaison $1,250 for working for five years at Steinway Family and Children's Services ("Steinway"), a firm with business dealings with ACS, without a waiver from the Board. The Youth Advocate Liaison acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from having a position with a firm which such public servant knows, or should know, is engaged in business dealings with the agency served by that public servant. Here, the Youth Advocate Liaison should have known Steinway did business with ACS because Steinway provides services directly to the youth and families he aides since it

was part of his position at ACS to acquire for them services from private sources. *COIB v. Bryant*, COIB Case No. 2008-792 (2009).

The Board and the New York City Department of Education ("DOE") concluded a three-way settlement with a DOE Principal who paid a total fine of $7,500 for, among other things, intertwining the operations of his not-for-profit organization with those of his school, despite having received written instructions from the Board that the City's conflicts of interest law prohibits such conduct. The Principal of the Institute for Collaborative Education in Manhattan (P.S. 407M) admitted that in September 1998 the Board granted him a waiver of the Chapter 68 provision that prohibits City employees from having a position with a firm that has business dealings with the City. This waiver allowed him to continue working as the paid Executive Director of his not-for-profit organization while it received funding from multiple City agencies, but not from DOE. The Principal acknowledged that the Board notified him in its September 1998 waiver letter that under Chapter 68 he may not use his official DOE position or title to obtain any private advantage for the not-for-profit organization or its clients and he may not use DOE equipment, letterhead, personnel, or any other City resources in connection with this work. The Principal admitted that, notwithstanding the terms of the Board's waiver, his organization engaged in business dealings with DOE; he used his position as Principal to help a client of the not-for-profit get a job at P.S. 407M; and he intertwined the not-for-profit's operations with those of P.S. 407M, including using the school's phone numbers and mailing address for the organization. The Principal further admitted that he hired two of his DOE subordinates to work for him at his not-for-profit, including one to work as his personal assistant, and that he knew that neither DOE employee had obtained the necessary waiver from the Board to allow them to moonlight with a firm that does business with the City. He admitted that by doing so he caused these DOE subordinates to violate the Chapter 68 restriction on moonlighting with a firm engaged in business dealings with the City. The Principal acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from entering into a financial relationship with a superior or subordinate City employee and from knowingly inducing or causing another public servant to engage in conduct that violates any provision of Chapter 68. The Principal paid a $6,000 fine to the Board and $1,500 in restitution to DOE, for a total financial penalty of $7,500. The amount of the fine reflects that the Board previously advised the Principal, in writing, that the City's conflicts of interest law prohibits nearly all of the aforementioned conduct, yet he heeded almost none of the Board's advice. *COIB v. Pettinato*, COIB Case No. 2008-911 (2009).

The Board fined a New York City Department of Education ("DOE") teacher $1,000 for owning and operating a firm that contracted with DOE and for appearing before DOE on behalf of that firm. The teacher acknowledged that from September 1997 through September 2007, she owned and operated a nursery school that contracted with DOE to provide Universal Pre-Kindergarten services and that she appeared before DOE on behalf of the nursery school by responding to DOE's Request for Proposals, submitting invoices for payment under the contract, and filling out VENDEX questionnaires. The teacher acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from owning a firm that is engaged in business dealings with the City and also from representing that firm before any City agency. In setting the amount of the fine, the Board took into consideration that the teacher disclosed her employment with DOE when she first entered into the Universal Pre-Kindergarten

contract with DOE; that upon learning that her conduct was prohibited, the teacher immediately reported the conflict to the DOE Ethics Officer; and that DOE resolved the conflict by terminating its contract with the teacher's firm. *COIB v. Fox*, COIB Case No. 2007-588 (2009).

The Board fined a former Assistant Commissioner at the New York City Administration for Children's Services ("ACS") $2,750 for working for a firm doing business with the City and with ACS, despite receiving a Board Order advising him not to do such work. The former Assistant Commissioner admitted that his wife was the owner of a day care center with business dealings with ACS and with the New York City Department of Education. The Assistant Commissioner sought an Order from the Board permitting him to retain his otherwise prohibited imputed ownership interest in a firm doing business with the City, which Order was granted, based in part on the Assistant Commissioner's representation, both to the ACS Commissioner and to the Board, that he had no involvement in his wife's day care center. In its Order, the Board advised the Assistant Commissioner that he must continue to have no involvement in his wife's day care center. However, notwithstanding his own representations to the Board and the Board's written admonition, the former Assistant Commissioner continued to work as the day care center's accountant or Chief Financial Officer, for which work the Assistant Commissioner was compensated. The former Assistant Commissioner acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from having an interest in a firm which the public servant knows does business with the City or with his own agency. *COIB v. Davey*, COIB Case No. 2008-635 (2009).

The Board fined an Administrative Engineer for the New York City Department of Environmental Protection ("DEP") $6,000 for representing his private plumbing business in business dealings with the Department of Buildings ("DOB") on more than 232 occasions and attending DOB inspections of his private plumbing work during his DEP work hours. The DEP Administrative Engineer admitted that, in connection with his private plumbing business, he filed 224 Plumber's Affidavits and eight Fire Suppression Piping permits with DOB and attended DOB inspections of his plumbing work during his DEP work hours. He further admitted that he had previously signed a statement acknowledging that he understood that the City's conflicts of interest law prohibited him, as a public servant, from filing Plumber's Affidavits with DOB. The DEP Administrative Engineer admitted that, by filing Plumber's Affidavits and Fire Suppression Piping permits with DOB, he engaged in business dealings with and represented private interests before DOB. The DEP Administrative Engineer acknowledged that he violated the City's conflicts of interest law, which prohibits a public servant from engaging in business dealings with the City and from representing private interests before the City. *COIB v. Tharasavat*, COIB Case No. 2008-236 (2009).

The Board and the Office of the Chief Medical Examiner ("OCME") concluded a three-way settlement with an OCME Mortuary Technician who, in 2008, had a position with Building Services International ("BSI"), which firm contracted with OCME to clean its facilities. The OCME Mortuary Technician acknowledged that by working for BSI, a firm with business dealings with OCME, he violated the City's conflicts of interest law, which prohibits a City employee from having a position with a firm doing business with his agency or, for full-time employees, with any City agency. The OCME Mortuary Technician also acknowledged that, on at least five occasions in April and May 2008, he performed work for BSI during times when he

was required to be working for OCME. The OCME Mortuary Technician admitted that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time to pursue private activities. For these violations, the OCME Mortuary Technician agreed to an eleven-day suspension, which has the approximate value of $1,472, to be imposed by OCME. *COIB v. McFadzean*, COIB Case No. 2008-941 (2009).

The Board issued a public warning letter to a former Computer Service Technician for the New York City Department of Education ("DOE") for working for a DOE vendor (the "Vendor") that provides supplemental educational services ("SES") to DOE students. The Computer Service Technician did not obtain a waiver from the Board to allow her work for the Vendor. While not pursuing further enforcement action, the Board took the opportunity of this public warning letter to remind public servants that Chapter 68 of the City Charter prohibits a public servant from working for any firm that does business with the City but that under certain circumstances the Board may grant a waiver of that prohibition, subject to certain conditions, after receiving written approval of the public servant's agency head. *COIB v. Gardner*, COIB Case No. 2007-347 (2009).

The Board issued a public warning letter to an Education Administrator for the New York City Department of Education ("DOE") who entered into six contracts with a publishing firm that does business with DOE through textbooks sales. The Assistant Principal contracted to contribute editorial services to textbooks and was identified in one such textbook as a DOE employee, but the textbook did not contain a disclaimer that the views expressed therein were his alone. While not pursuing further enforcement action, the Board took the opportunity of this public warning letter to remind public servants that Chapter 68 of the City Charter prohibits a public servant from entering into a contract with any firm that does business with the City, but that the Board may grant a waiver of that prohibition, subject to certain conditions, after receiving written approval of the public servant's agency head. *COIB v. Acevedo*, COIB Case No. 2008-072 (2008).

The Board fined two Steamfitters at the New York City Department of Correction ("DOC") $3,000 each for working for the same firm that had business dealings with the City. Each Steamfitter acknowledged that given the nature of that firm's City business dealings, specifically, that they were performing their work in City parks, they knew or should have known about the firm's business dealings with the City. Each Steamfitter acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from having an interest in a firm which the public servant knows – or should know – does business with the City. *COIB v. Gwiazdzinski*, COIB Case No. 2003-373k (2008); *COIB v. Lee*, COIB Case No. 2003-373a (2008).

The Board fined a Probation Officer for the New York City Department of Probation ("DOP") $750 for owning and operating a firm that subcontracted to do business with the City. The Probation Officer admitted that he owned and operated a private security services firm that contracted with four private construction firms to provide subcontracted security guard services at New York City School Construction Authority ("SCA") construction sites. The Probation Officer acknowledged that his firm was engaged in business dealings with the City through the subcontracts with SCA, in violation of the City's conflicts of interest law, which prohibits a

public servant from having an interest in a firm that the public servant knows or should know is engaged in business dealings with the City and also prohibits a public servant from appearing for compensation before any City agency. *COIB v. Saigbovo*, COIB Case No. 2007-058 (2008).

The Board fined a former Traffic Device Maintainer for the New York City Department of Transportation ("DOT") $1,500 for working for eleven years for a firm that was doing business with DOT. The former Traffic Device Maintainer admitted that while employed by DOT, he was also working as a Company Representative for a firm that had business dealings with the City and with DOT. The former Traffic Device Maintainer acknowledged that given that size of the Company, and the duration of his dual employment (11 years), he should have known about the Company's business dealings with the City and with his own agency. The former Traffic Device Maintainer acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from having an interest in a firm which the public servant knows – or should know – does business with the City or with his agency. *COIB v. Riccardi*, COIB Case No. 2004-610 (2008).

The Board fined a New York City Administration for Children's Services Child Protective Specialist Supervisor $2,000 for moonlighting with a firm doing business with the City. The Child Protective Specialist Supe+rvisor acknowledged that from July 2, 1990, to November 20, 2006, he also worked, without a waiver from the Board, with a firm that did business with the City. The Child Protective Specialist Supervisor acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a regular employee from having an interest in a firm which such regular employee knows, or should know, is engaged in business dealings with the City. *COIB v. Blenman*, COIB Case No. 2006-632 (2007).

The Board imposed a $1,500 fine on a former Associate Executive Director of the Human Resources Department at Coney Island Hospital ("CIH")—a New York City Health and Hospitals Corporation ("HHC") hospital—who, without a waiver from the Board, simultaneously worked for HHC and two private employers that did business with HHC. This private employment conflicted with the proper discharge of the Associate Executive Director's HHC duties. One private employer was a college that did business with the City and HHC. The other private employer was a union that represented HHC employees, including several CIH employees. He admitted that, as Associate Executive Director of the Human Resources Department, he dealt with that union on a day-to-day basis. He acknowledged that his conduct violated the City's conflict of interest law, which prohibits a public servant from having a position with a firm that the public servant knows does business with his or her agency or the City, and also prohibits a public servant from having any private employment in conflict with the proper discharge of his or her official duties. *COIB v. Cammarata*, COIB Case No. 2007-053 (2007).

The Board fined a former Bridge Painter for the New York City Department of Transportation ("DOT") $750 who, while he was on leave from, but still employed by, DOT, took a second job working as a bridge painter for a private company which had painting contracts with DOT. The Bridge Painter acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from having an interest in a firm which

the public servant knows does business with his agency. *COIB v. Murphy*, COIB Case No. 2002-678 (2007).

The Board fined a former New York City Administration for Children's Services ("ACS") Child Protective Manager $1000 who, as a Child Protective Specialist, moonlighted, without a waiver from the Board, with a foster care agency that did business with ACS. After she was promoted to Manager, she supervised two ACS investigations into foster parents she had previously recommended for licensure at the foster care agency. The former Child Protective Manager acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from having a position with a firm which the public servant knows does business with her agency, and also prohibits a public servant from having private employment in conflict with the proper discharge of her official duties. *COIB v. Henry*, COIB Case No. 2006-068 (2007).

The Board and the New York City Department of Education ("DOE") concluded a three-way settlement with a DOE Electrical Inspector for being employed by a firm engaged in business dealings with the City from 2002 through the present. The Electrical Inspector acknowledged that he failed to seek written approval from the DOE Chancellor and the Board to obtain this outside employment in violation of the City's conflicts of interest law, which prohibits a public servant from holding or negotiating for a position with a firm that has City business dealings without first obtaining written approval from the Board. The Board fined the electrical inspector $1,000. *COIB v. A. Matos*, COIB Case No. 2004-570 (2007).

The Board issued a public warning letter to the Deputy Chief Medical Officer of the New York City Fire Department ("FDNY") Bureau of Health Services, who moonlighted for a firm that had business dealings with FDNY. Although both he and FDNY had long-standing relationships with this City vendor, FDNY did not advise him to seek a waiver from the Board. *COIB v. Prezant*, COIB Case No. 2005-454 (2006).

The Board fined a New York City Fire Department ("FDNY") Fire Safety Inspector $4,000 for moonlighting for a hotel in New York City as a watch engineer. On February 4, 2004, the Fire Safety Inspector ended his shift at the hotel and reported for duty at FDNY, where he was assigned to conduct an on-site inspection of the same hotel. The Fire Safety Inspector returned to the hotel that same day and conducted the inspection. He also administered on-site exams to hotel employees, including his hotel supervisor, and determined that they were qualified to serve as fire safety directors of the hotel. The FDNY re-inspected the hotel and re-tested its employees after his conflict of interest became known. The Fire Safety Inspector acknowledged that he violated conflicts of interest law provisions that prohibit a public servant from having an interest in a firm that has business dealings with his agency, from having any financial interest in conflict with the proper discharge of his duties, and from using his City position to benefit himself or a person or firm with which he is associated. *COIB v. Trica*, COIB Case No. 2004-418 (2005).

The Board fined a former Property Manager/Supervising Appraiser for the New York City Housing Authority ("NYCHA") $2,000 for moonlighting as an appraiser of residential property for a firm while she was working for NYCHA, and selecting, on behalf of NYCHA, the

firm with which she was moonlighting to perform appraisals for NYCHA. The property manager also admitted that she used a NYCHA fax machine and letterhead, as well as City time, to make appointments relating to her non-City employment. The Board fined her $2,000, after taking into consideration her unemployment. *COIB v. Campbell*, COIB Case No. 2003-569 (2004).

The Board and the New York City Department of Education ("DOE") concluded a three-way settlement in a case involving an Assistant Architect at the DOE Division of School Facilities who had a private firm he knew had business dealings with the City and who conducted business on behalf of private interests, for compensation, before the New York City Department of Buildings ("DOB") on City time, without the required approvals from DOE and the Board. The Board took the occasion of this settlement to remind City-employed architects who wish to have private work as expediters that they must do so only on their own time and that they are limited to appearances before DOB that are ministerial only – that is, business that is carried out in a prescribed manner and that does not involve the exercise of substantial personal discretion by DOB officials. The assistant architect admitted that he pursued his private expediting business at times when he was required to provide services to the City and while he was on paid sick leave. The Board fined him $1,000, and DOE suspended him for 30 days without pay and fined him an additional $2,500 based on the disciplinary charges attached to the settlement. *COIB v. Arriaga*, COIB Case No. 2002-304 (2003).

The Board and the New York City Department of Consumer Affairs ("DCA") concluded a settlement with the Director of Collections at DCA, who paid a $500 fine. The Director of Collections supervised a staff responsible for collecting fines that DCA imposes on restaurants and other businesses. The Director acknowledged that he created menus for two restaurants in 2001. After agreeing to supply the menus, he learned that these restaurants operate sidewalk cafés licensed by DCA. He prepared the menus on his home computer and he received $1,500 from the first restaurant for the menus. He completed work on menus for the second restaurant but did not accept payment for the second set of menus. One of these restaurants had been delinquent in paying fines owed to DCA for regulatory violations relating to its sidewalk café, which fines were outstanding during the time the Director of Collections created the menus for the restaurants. After he agreed to make the menus, the restaurant owner asked him to intercede on the owner's behalf with the former DCA Commissioner to help the restaurant regarding a DCA order suspending one of its sidewalk café licenses. The Director of Collections reviewed the status of the matter and determined that the penalties were fair based on the history of violations. The Board fined him for violating City Charter provisions that prohibit (a) moonlighting with a firm a City employee knows is engaged in business dealings with his own agency; (b) use or attempted use of official position to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the City worker or his family or associates; and (c) private employment that conflicts with the proper discharge of official duties. *COIB v. Cottes*, COIB Case No. 2001-593 (2002).

The Board fined a former Department of Employment Program Manager $1,000 for moonlighting with a firm that had business dealings with the Department. Although on leave from their City jobs, City employees are bound by the Charter's conflicts of interest provisions. While on sick leave from the Department, the Program Manager took a job with a contractor

doing business with his agency. Because he repeatedly changed his separation date, the Program Manager received twice the sick leave payments he would have received had he resigned his job on the date he had originally agreed to do so. *COIB v. Camarata,* COIB Case No. 1999-121 (2001).

The Board issued a public warning letter to an Assistant Civil Engineer at the New York City Department of Transportation ("DOT") who inspected bridges for DOT, including the Williamsburg Bridge. The engineer accepted a position with a sub-consultant on a DOT contract involving inspections of that bridge. He worked for the sub-consultant during four weeks of vacation from DOT. Although he claimed he did not know that his second employer had business dealings with the City, the Board stated that he should have known of those dealings and should not have taken the job. He resigned upon learning that the matter on which he was working for the private employer was a DOT contract. There was no fine and the engineer agreed to publication of the Board's letter. *COIB v. Ayo,* COIB Case No. 1999-461 (2001).

The Board fined a firefighter $7,500 for unauthorized moonlighting with a distributor of fire trucks and spare parts to the Fire Department. As part of the settlement, the firefighter agreed to disgorge income from his after-hours job, and the vendor, in effect, funded the settlement. *COIB v. Ludewig,* COIB Case No. 1997-247 (1999).

The Board fined a City firefighter $100 for working part time without permission for a company that supplies the Fire Department with equipment. Mitigating factors, including financial hardship, affected the size of the fine. *COIB v. Cioffi,* COIB Case No. 1997-247 (1998).

A former spokesman for the Chancellor of the Board of Education was found to have a prohibited interest in a firm engaged in business dealings with the City, but no penalty was imposed because of mitigating circumstances. *COIB v. Begel*, COIB Case No. 1996-40 (1996).

OWNERSHIP INTEREST IN A FIRM
ENGAGED IN BUSINESS DEALINGS WITH THE CITY

- **Relevant Charter Sections:** City Charter §§ 2604(a)(1)(a), 2604(a)(1)(b)[2]

A now former Associate Director for Ambulatory Care Services at the New York City Health and Hospital Corporation's Kings County Hospital Center ("KCHC") paid a $4,500 fine for multiple violations of the City's conflicts of interest law. First, the former Associate Director held an 8.5% ownership interest in and a compensated position with a private commercial cleaning services company that did business with KCHC. The former Associate Director had sought an order from the Board to permit him to retain the ownership interest, but did not receive such an order, after which he continued to hold the interest in the commercial cleaning services company for nearly four years. The City's conflicts of interest law prohibits a public servant from having a financial interest or a position in a firm that does business with the City. Second, the former Associate Director used two HHC subordinates to move his personal furniture during their City work hours. The City's conflicts of interest law also prohibits public servants from using City resources, including City personnel, for a non-City purpose, and prohibits a public servant from soliciting his City subordinates to do work for his own private gain. *COIB v. G. Ellis*, COIB Case No. 2013-853 (2014).

The Board and the New York City Department of Design and Construction ("DDC") concluded a settlement with a Deputy Budget Director in DDC's Interfund Agreement Unit who owns a firm that owns a 10-unit apartment building in Manhattan for which he received a construction loan through the New York City Department of Housing Preservation and Development ("HPD") and for which he receives payment for low-income housing units from HPD and the New York City Housing Authority ("NYCHA"), in violation of City Charter § 2604(a)(1)(b). In addition, the Deputy Budget Director used his City email account and his City telephone over a seven-year period to conduct private business related to his firm and communicated with and appeared in person before City agencies on behalf of his firm in violation of City Charter § 2604(b)(2), pursuant to Board Rules § 1-13(b), and City Charter § 2604(b)(6). The Deputy Budget Director agreed to pay a $2,170 fine to the Board, to be suspended for seven days (valued at approximately $2,170), and to forfeit seven days of annual leave (valued at approximately ($2,170). The Board issued an order permitting the Deputy Budget Director to retain his ownership interest in his firm and, with certain limitations, to continue to communicate with and receive payments from HPD and NYCHA for low-income housing in his building. *COIB v. F. Brown*, COIB Case No. 2013-305 (2014).

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[2] City Charter § 2604(a)(1)(a) states: "Except as provided in paragraph three below, no public servant shall have an interest in a firm which such public servant knows is engaged in business dealings with the agency served by such public servant; provided, however, that, subject to paragraph one of subdivision b of this section, an appointed member of a community board shall not be prohibited from having an interest in a firm which may be affected by an action on a matter before the community or borough board."

City Charter § 2604(a)(1)(b) states: "Except as provided in paragraph three below, no regular employee shall have an interest in a firm which such regular employee knows is engaged in business dealings with the City, except if such interest is in a firm whose shares are publicly traded, as defined by rule of the Board."

The Board issued public warning letters to two New York City Department of Education ("DOE") teachers who owned Triple Challenge Test Prep & Learning Center Inc., in Brooklyn, through which the teachers submitted invoices to DOE and accepted a total of $23,676.72 in payments from DOE for Special Education Teacher Support Services ("SETSS") the teachers and their employees provided between October 2012 and June 2013 without complying with the requirements of the relevant mass waiver, thus violating City Charter § 2604(a)(1)(a). The Board took the opportunity of these public warning letters to remind public servants that, although the Board granted a mass waiver (COIB Case No. 2010-099) to allow DOE employees to be independent providers of certain special education-related services, including SETSS, the mass waiver is conditioned on compliance with certain procedures, and the mass waiver does not permit DOE employees to own a private company that provides special education-related services. *COIB v. LaBarbera*, COIB Case No. 2014-390 (2014); *COIB v. Man*, COIB Case No. 2014-390a (2014).

The Board issued a public warning letter to a former Mechanical Engineer for the New York City Housing Authority ("NYCHA") who (1) owned, operated, and requested permits from the City on behalf of a private engineering company and (2) used his City email account and City computer to perform private engineering work. In 2003, the Mechanical Engineer obtained a waiver from the Board allowing him to own, operate, and request non-ministerial Planned Work 2 ("PW2") permits from the New York City Department of Buildings ("DOB") on behalf of a private engineering company. The waiver was specific to that company, but the Mechanical Engineer nonetheless requested hundreds of PW2 permits from DOB on behalf of a second private engineering company he also owned and operated. The Mechanical Engineer also sent thirteen emails from his NYCHA email account containing documents related to his private businesses and stored nine documents related to his private businesses on his NYCHA computer. *COIB v. Chaudhuri*, COIB Case No. 2013-676 (2014).

The Board issued a public warning letter to a New York City Department of Education ("DOE") teacher who owned Upper Manhattan SEIT Services Inc., through which the teacher received $43,100.96 in payments from DOE from 2008 to 2010 for special education-related services provided by the teacher and her employees, without complying with the requirements of the relevant mass waiver, thus violating City Charter § 2604(a)(1)(a). The Board took the opportunity of this public warning letter to remind public servants that, although the Board granted a mass waiver to allow DOE employees to be independent providers of certain special education-related services (COIB Case No. 2010-099), the mass waiver is conditioned on compliance with certain procedures, and the mass waiver does not permit DOE employees to own a private company that provides special education-related services. *COIB v. P. Trotman*, COIB Case No. 2013-565 (2014).

The Board and the New York City Comptroller's Office concluded a settlement with an Accountant in the Comptroller's Bureau of Accountancy who had an ownership interest in two taxi cab medallions – his wife's since December 1989 and his own since October 2006 – which interests involve business dealings with the New York City Taxi and Limousine Commission ("TLC"). The Accountant acknowledged that he communicated with TLC on behalf of his ownership interests in the two taxi cab medallions. This conduct violated the Comptroller's Office Rules and Procedures and the City's conflicts of interest law, which prohibits City

employees from (a) having an ownership interest in a firm doing business with any City agency; and (b) communicating with any City agency on behalf of any private interest. During the pendency of this proceeding, with the approval of the Comptroller, the Board issued an order permitting the Accountant to retain his ownership interest in the two taxi cab medallions and a waiver to permit the Accountant to appear before TLC in connection with those medallions. For the violations that occurred before the issuance of the Board order and waiver, the Accountant agreed to pay a fine equal to five days' pay, valued at $942. *COIB v. Mohamed*, COIB Case No. 2013-158 (2013).

The Board imposed a $7,500 fine on a former Clerical Associate with the New York City Administration for Children's Services ("ACS") for her violations of the City's conflicts of interest law, and forgave that fine based on her showing of financial hardship. First, the former Clerical Associate admitted that she accessed the New York State Office of Children and Family Services' confidential database, CONNECTIONS, on multiple occasions over the course of four years to determine if complaints had been filed against various family members, including two of her sisters, her former sister-in-law, and herself. CONNECTIONS is a confidential database of child abuse and maltreatment investigations and is used by ACS and other child protective services throughout New York State. The former Clerical Associate also admitted that she accessed CONNECTIONS to view confidential information concerning a complaint involving the ex-wife of her then husband and disclosed that access to her then husband. Second, the former Clerical Associate admitted that she owned a group day care center that received money from ACS and that she submitted documentation to ACS in order to receive those monies. The Clerical Associate acknowledged she violated provisions of the City's conflicts of interest law that (1) prohibit a City employee from disclosing or using confidential information obtained as a result of his or her official duties to advance any direct or indirect financial or other private interest of the City employee; (2) prohibit a City employee from having an interest in a firm that the employee knows, or should know, is engaged in business dealings with any City agency; and (3) prohibit a City employee from "appearing" before any City agency on behalf of a private interest. "Appearing" under the City's conflicts of interest law includes making telephone calls, sending e-mails, and attending meetings, all for compensation. *COIB v. E. Dockery*, COIB Case No. 2010-880 (2012).

A Senior Occupational Therapist for the New York City Department of Education ("DOE") paid a $2,500 fine to the Board for having an ownership interest in, and a job with, a firm having business dealings with DOE. The Senior Occupational Therapist's husband owns a firm that contracted with DOE to provide physical therapy services to DOE students. The Senior Occupational Therapist acknowledged that, as such, she had an ownership interest in a firm with business dealings with DOE, which is prohibited by the City's conflicts of interest law. Additionally, the Senior Occupational Therapist worked for her husband's firm as a bookkeeper and an editor. The Senior Occupational Therapist acknowledged that, as such, she had a position with a firm having business dealings with DOE, which is also prohibited by the City's conflicts of interest law. For these violations, the Senior Occupational Therapist paid a $2,500 fine to the Board. The Senior Occupational Therapist's husband also directed DOE to transfer all of his firm's current contracts with DOE to another firm in which neither he nor his wife has any financial interest. *COIB v. Fogel*, COIB Case No. 2012-228 (2012).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement with a Supervising Public Health Advisor in the DOHMH Division of Health Care Access and Improvement's Bureau of Correctional Health Services who, in resolution of her misconduct, agreed to resign from, and not seek future employment with, DOHMH. Since February 2008, the Supervising Public Health Advisor has owned a group day care center (the "Center"). The Supervising Public Health Advisor admitted that the Center receives money and food from the New York City Administration for Children's Services ("ACS"), which funding constitutes "business dealings with the City" within the meaning of the City's conflicts of interest law. The Supervising Public Health Advisor acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from having an interest in a firm that the public servant knows, or should know, is engaged in business dealings with any City agency. The Supervising Public Health Advisor further admitted that she communicated with City agencies on behalf of the Center, specifically that she (1) attended inspections of the Center conducted by DOHMH employees; (2) submitted documentation to ACS to qualify the Center to accept ACS payment vouchers from parents for their children to attend the Center; (3) submitted documentation to ACS on behalf of each parent of a child at the Center who was using an ACS payment voucher; and (4) appeared in person at ACS to submit license renewal materials to facilitate the Center's continued acceptance of ACS payment vouchers. The Supervising Public Health Advisory acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from "appearing" before any City agency on behalf of a private interest. *COIB v. Vielle*, COIB Case No. 2011-003 (2011).

The Board and the New York City Department of Education ("DOE") concluded a three-way settlement with a former DOE Teacher who was fined $4,000 by the Board for owning a firm doing business with the DOE and appearing before the DOE on behalf of the firm while employed at the DOE and during his first year of post-City employment. The former Teacher admitted that he created a firm to market a software program he had developed, which firm engaged in business dealings with the DOE both by contracting with schools individually and by contracting with two DOE vendors, one of which vendors operated the school at which the former Teacher was employed. After resigning from the DOE, the former Teacher continued to communicate with those DOE schools that had purchased the software. The former Teacher admitted that his conduct violated the City's conflicts of interest law, which, among other things, prohibits a public servant from: (a) having an ownership interest in a firm engaged in business dealings with his or her City agency, including as a subcontractor where the firm has direct contact with, and responsibility to the City on, projects for which it was the subcontractor; (b) using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant; (c) representing private interests before any City agency; and (d) appearing before his or her former agency within one year of terminating employment with that agency. In setting the amount of the fine, the Board took into consideration that, upon learning of his possible conflict of interest, the former Teacher resigned from the DOE in an attempt to end his prohibited conduct and that, upon being informed of the possible post-employment conflict of interest, the former Teacher immediately contacted the DOE Ethics Officer and, at her request, took steps to end all his post-employment

appearances before the DOE and reported his conduct to the Board. *COIB v. Olsen*, COIB Case No. 2011-189 (2011).

The Board concluded a settlement with a former New York City Department of Education ("DOE") Occupational Therapist who admitted that she owned a firm that provided therapy to DOE students and that she appeared before DOE on behalf of her firm each time she requested payment from DOE for those services. The former Occupational Therapist further admitted that she had an ownership interest within the meaning of Chapter 68 in her husband's firm, which firm also provided physical and occupational therapy to pre-school aged children for which services it was paid by DOE. The former Occupational Therapist acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from having an interest in a firm that the public servant knows is engaged in business dealings with the agency served by the public servant and prohibits a public servant from, for compensation, representing a private interest before any City agency or appearing directly or indirectly on behalf of a private interest in matters involving the City. DOE had previously terminated the Occupational Therapist for this conduct. The Board took the DOE penalty into consideration in deciding not to impose a fine. *COIB v. Bollera*, COIB Case No. 2010-446 (2010).

The Board issued a public warning letter to a New York City Department of Education ("DOE") teacher who had an imputed ownership interest in her husband's business. The Board issued the public warning letter after receiving evidence that, although the business contracted with DOE from 2006 through 2009, the teacher did not have anything to do with those business dealings with DOE. The Board took the opportunity of this public warning letter to remind public servants that the City's conflicts of interest law prohibits full-time public servants from having an ownership interest in a firm—which would include a business owned by the public servant's spouse or domestic partner—that conducts business with any City agency or their own agency, without first obtaining a waiver from the Board. *COIB v. Bryant*, COIB Case No. 2009-290 (2010).

The Board issued public warning letters to two Firefighters for the New York City Fire Department for owning a private firm that engaged in business dealings with the New York City School Construction Authority ("SCA") by working as a subcontractor of an SCA project *and* for appearing before SCA in furtherance of their firm's work on the current SCA project and similar future projects. The Firefighters did not seek an order from the Board allowing them to hold their prohibited interests in the firm until after the firm began work on the SCA project. While not pursuing further enforcement action, the Board took the opportunity of these public warning letters to remind public servants that Chapter 68 prohibits public servants from holding ownership interests in firms engaged in business dealings with the City. Furthermore, where application of the factors identified in Advisory Opinion No. 99-2 so indicates, a firm may be engaged in business dealings with the City within the meaning of Chapter 68 as a subcontractor even if the firm has neither sought nor secured a prime contract from the City. Nonetheless, under certain circumstances, the Board may determine that an otherwise prohibited interest would not conflict with the proper discharge of a public servant's official duties and allow the public servant to retain the interest. *COIB v. Clingo*, COIB Case No. 2008-821 (2010); *COIB v. McGinty*, COIB Case No. 2008-821a (2010).

The Board issued a public warning letter to a New York City Department of Education ("DOE") School Aide for having an imputed ownership interest in her husband's firm, which firm engaged in business dealings with her school. The School Aide did not seek an order from the Board to allow her to maintain her ownership interest in the firm prior to the firm's business dealings with DOE. In determining not to pursue further enforcement action, the Board took into consideration that the School Aide did not solicit business on behalf of the firm or participate in the firm's business dealings with DOE. The Board took the opportunity of this public warning letter to remind public servants that Chapter 68 of the City Charter prohibits public servants from having an ownership interest in any firm that does business with the City and that public servants are required to seek an order from the Board *before* a firm in which they have an ownership interest enters into any business dealings with the City. *COIB v. Knight*, COIB Case No. 2009-243 (2010).

The Board issued a public warning letter to a Watershed Maintainer for the New York City Department of Environmental Protection ("DEP") Bureau of Water Supply for having a part-time position with and an imputed ownership interest in a firm that engaged in business dealings with DEP through a contract to perform road striping and paving at DEP facilities. The Watershed Maintainer did not seek a waiver from the Board to allow him to maintain these otherwise prohibited interests in the firm until after the firm was awarded the DEP contract. While not pursuing further enforcement action, the Board took the opportunity of this public warning letter to remind public servants that Chapter 68 of the City Charter prohibits public servants from have a position with or ownership interest in any firm that does business with the City, but that the Board may grant a waiver of that prohibition, subject to certain conditions, after receiving written approval of the public servant's agency head. *COIB v. Naccarato*, COIB Case No. 2008-446a (2009).

The Board fined a former Associate Fraud Investigator for the NYC Human Resources Administration ("HRA") $3,000 for using his City position to obtain confidential information about his private tenant to use to collect rent from her and for having a prohibited ownership interest in a firm engaged in City business dealings. The former Associate Fraud Investigator admitted that he had used his HRA position to access his private tenant's confidential case records on the Welfare Management System ("WMS") in order to obtain his tenant's current financial information. WMS is a system maintained by the New York State Office of Temporary and Disability Assistance ("OTDA") containing information about all persons who have applied for or have been determined to be eligible for benefits under any program for which OTDA has supervisory responsibility. The former Associate Fraud Investigator admitted that he used his tenant's confidential information to advance his financial interest in collecting past due and/or monthly rental payments from her. In addition, the former Associate Fraud Investigator admitted that his wife received approximately $113,744 from the NYC Administration for Children's Services for providing childcare at a daycare center she operated out of their home. He also admitted that he used his HRA computer to store letters pertaining to his tenant and the daycare center. The former Associate Fraud Investigator acknowledged that his conduct violated the City's conflicts of interest law, which prohibits public servants from using confidential information obtained as a result of their official duties to advance any private financial interest of the public servant, from having an interest in a firm that does business with any City agency, and

from using City resources for any non-City purpose. *COIB v. R. Brewster*, COIB Case No. 2008-390 (2009).

The Board and the New York City Department of Education ("DOE") concluded a three-way settlement in which a former DOE Special Education Teacher was fined $3,000 by the Board and required by DOE to irrevocably resign by August 29, 2008, for co-owning a firm engaged in business dealings with DOE and for appearing before DOE on behalf of that firm. The Special Education Teacher acknowledged that from 2001 through 2006, he co-owned A-Plus Center for Learning, Inc., a special education support services provider that was engaged in business dealings for five years with DOE. The Special Education Teacher further acknowledged that he appeared before DOE on behalf of his firm each time his firm requested payment from DOE for the tutoring services provided by his firm to DOE students. The Special Education Teacher admitted that his conduct violated the City's conflicts of interest law, which prohibits a public servant from having an interest in a firm which the public servant knows is engaged in business dealings with the agency served by the public servant and prohibits a public servant from, for compensation, representing a private interest before any City agency or appearing directly or indirectly on behalf of private interests in matters involving the City. *COIB v. Bourbeau,* COIB Case No. 2007-442 (2008).

The Board fined two New York City Department of Education ("DOE") teachers $1,250 each for co-owning a school supplies retail store that did business with DOE and the New York City Department of Parks and Recreation. The teachers acknowledged that their conduct violated the City's conflict of interest law, which prohibits a public servant from having an interest in a firm which the public servant knows does business with any City agency, and with his or her own agency in particular, and also prohibits a public servant from appearing for compensation before any City agency. *COIB v. Solo*, COIB Case No. 2008-396 (2008); *COIB v. Militano*, COIB Case No. 2008-396a (2008).

The Board and the Department of Education ("DOE") concluded a three-way settlement with a former DOE Technology Staff Developer who owned and operated a firm that did business with DOE while he was employed by DOE. The former Technology Staff Developer admitted that from September 1990 to June 2002, while he was still employed by DOE, he entered into multiple contracts with DOE on behalf of a private tour bus company that he owned and operated. He acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from having an interest in a firm that the public servant knows does business with the public servant's agency and which also prohibits a public servant from appearing for compensation before any City agency. The former Technology Staff Developer paid a total fine of $5,000, for these and unrelated Chapter 68 violations in a separate matter. *COIB v. Sender*, COIB Case No. 2001-566b (2008).

The Board and the Department of Probation ("DOP") concluded a three-way settlement with a DOP Probation Officer who owned and operated a firm that he personally caused to engage in business dealings with the City. The DOP Probation Officer admitted that he owned and operated a private security services firm and that he entered that firm into a contract with the New York City Health and Hospitals Corporation ("HHC") and communicated with HHC regarding that contract. He further admitted that his firm contracted with private construction

firms to provide subcontracted security guard services at various City agency construction sites. The Probation Officer acknowledged that his firm was engaged in business dealings with the City through both the HHC contract and through the subcontracts with City agencies, in violation of the City's conflicts of interest law, which prohibits a public servant from having an interest in a firm that the public servant knows is engaged in business dealings with the City and also prohibits a public servant from appearing for compensation before any City agency. The DOP Probation Officer paid a $5,000 fine to the Board. *COIB v. Osagie*, COIB Case No. 2006-233 (2007).

The Board and the New York City Department of Education ("DOE") concluded a three-way settlement with a DOE teacher who worked for and held a position on the Board of Directors of a private organization that contracted with the DOE. The DOE teacher did not follow the Board's written advice that, without a written waiver from the Board and corresponding written approval from the DOE Chancellor, it would violate the Chapter 68 for him to have a position with and to be compensated by an organization that sought contracts with the DOE. The DOE teacher subsequently helped the organization obtain contracts with the DOE. DOE and the organization paid the DOE teacher for work related to a contract between his organization and his school. The DOE teacher acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from having a position with an organization that the public servant knows does business with his agency and also prohibits a public servant from being compensated to represent a private organization before a City agency. The DOE teacher will pay $4,820.92 to the DOE in restitution and a $500 fine to the Board, for a total financial penalty of $5,320.92. *COIB v. Carlson*, COIB Case No. 2006-706 (2007).

The Board fined a New York City Department of Education ("DOE") School Aide $500 for entering entered into two contracts with DOE on behalf of a not-for-profit organization of which he served as Chairperson, to provide a computer skills course to parents of local schoolchildren. The School Aide acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from having an interest in a firm which the public servant knows does business with his agency. *COIB v. Oquendo*, COIB Case No. 2005-739a (2007).

The Board fined a former New York City Department of Education ("DOE") teacher $750 for having an interest in a firm that did business with DOE. The former teacher admitted that when he was still employed by DOE, he entered into a contract with DOE on behalf of a private company, of which he was President, to become a Supplemental Educational Services ("SES") provider for DOE, and then submitted forms to DOE in accordance with the terms of that contract. The former teacher acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from having an interest in a firm which the public servant knows does business with his agency and from appearing for compensation before any City agency. *COIB v. Marchuk*, COIB Case No. 2005-031 (2007).

The Board and the New York City Department of Education ("DOE") concluded a three-way settlement in which an Assistant Principal was fined a total of $4,000 for maintaining an ownership interest in a firm that did business with her agency and participating in purchasing goods from her husband's company for her school. The Assistant Principal held a prohibited

ownership interest in a firm that was engaged in business dealings with her agency, DOE, and with the school at which she works. She misused her official position by preparing and submitting to a DOE employee at her school a bid sheet concerning bids for the school's purchase of sweatshirts for its dance program. The Assistant Principal's husband's company was listed as the lowest bidder on the bid sheet, and was ultimately the successful bidder. The Board fined the Assistant Principal $2,500 and DOE fined her $1,500, for a total fine of $4,000. In addition to paying a fine, the Assistant Principal agreed to undergo training related to the City's conflicts of interest law and DOE rules governing conflicts of interest, and to seek Board advice concerning her ownership interest in her husband's firm if her husband's firm is to engage in business dealings with any City agency in the future. *COIB v. E. Green*, COIB Case No. 2002-716 (2006).

The Board fined a psychiatric technician at the New York City Health and Hospitals Corporation ("HHC") $2,500 for having an ownership interest in two companies that had business dealings with HHC. The psychiatric technician acknowledged that she was the registered owner of her husband's two companies and that these companies each bid on a contract with HHC. At least one company was awarded a contract with HHC; the other was disqualified when HHC became aware that one of its employees was part owner. *COIB v. Goyol*, COIB Case No. 2004-159 (2006).

The Board issued a public warning letter to a volunteer member of the New York City Board of Correction ("BOC") who co-owned a firm that was engaged in business dealings with the New York City Department of Correction ("DOC"). The business consisted of updating an inspirational film previously produced by the firm and producing a videotape of 9-11 memorial services. The firm offered to produce the videotape at no charge to DOC and only billed for the work after certain DOC employees declined the offer. The public servant disclosed to BOC the company's work for DOC. The Board articulated for the first time that the agency served by BOC members is both BOC and DOC and concluded that "business dealings with the city" may exist despite the absence of a profit and that a public servant's ignorance of Chapter 68 provides no excuse for failure to comply with its requirements. Under the particular circumstances of the case, the Board determined that no further action was required in the matter, beyond the issuance of the public warning letter. *COIB v. Paley-Price*, COIB Case No. 2003-096 (2005).

In a three-way settlement involving the Department of Education and the Board, the Board fined a teacher $1,500 for owning and operating a tour company that arranged tours for Department of Education schools, including the school where he taught. The tours had been operated with the approval of the school's principal, and the teacher sold his interest in the tour company in March 1999. *COIB v. Steinhandler*, COIB Case No. 2000-231 (2001).

The Board found that the former Director of Administration of the Manhattan Borough President's Office used her position to authorize the hiring of her own private company and her sister's company to clean the Borough President's offices. The former employee, who decided to forgo a hearing, was fined $20,000 and found to have violated the prohibitions against abuse of office for private gain and against moonlighting with a firm doing business with one's own City agency. *COIB v. Sass*, COIB Case No. 1998-190 (1999).

VOLUNTEERING FOR A NOT-FOR-PROFIT ENGAGED IN BUSINESS DEALINGS WITH THE CITY

- **Relevant Charter Sections:** City Charter §§ 2604(a)(1)(a), 2604(a)(1)(b), 2604(c)(6)[3]

The Board and the New York City Administration for Children's Services ("ACS") concluded a joint settlement with an ACS employee to address violations related to his long-term role on the board of Trabajamos Community Head Start, Inc., a not-for-profit with business dealings with ACS. The ACS employee served as a volunteer board member of Trabajamos from 1993 through 2013 and as its Chair from 2006 to 2013. City employees are permitted under the City's conflicts of interest law to volunteer at not-for-profits having business dealings with City agencies, including serving as a volunteer Board member. However, if the not-for-profit has business dealings with the City employee's own agency, the City employee must get permission from the employee's agency head before serving in a leadership role at the not-for-profit, which this ACS employee failed to do. Second, City employees cannot be involved in the business dealings between the City and the not-for-profit; this ACS employee attended a meeting at ACS on behalf of Trabajamos between officials of ACS and employees of Trabajamos. Third, City employees cannot do work for the not-for-profit during times when the employee is required to be performing work for the City; this ACS employee, from at least September 2005 through August 2013, during times he was required to be performing work for ACS, used his City computer and e-mail account to send, receive, and store a number of e-mails related to Trabajamos. The ACS employee also used his City position to obtain a criminal history check and a criminal background check on Trabajamos employees. Finally, he asked another ACS employee to run a license plate for him and then used the confidential information he thereby obtained for a personal, non-City purpose. For these violations, ACS reassigned the employee from his prior position as the Director of Field Operations to his underlying civil service title of Child Protective Specialist Supervisor II; in connection with that reassignment, his annual salary was reduced from $111,753 to $77,478. The Board imposed no additional penalty. *COIB v. Antonetty*, COIB Case No. 2013-462 (2013).

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[3] City Charter § 2604(a)(1)(a) states: "Except as provided in paragraph three below, no public servant shall have an interest in a firm which such public servant knows is engaged in business dealings with the agency served by such public servant; provided, however, that, subject to paragraph one of subdivision b of this section, an appointed member of a community board shall not be prohibited from having an interest in a firm which may be affected by an action on a matter before the community or borough board."

City Charter § 2604(a)(1)(b) states: "Except as provided in paragraph three below, no regular employee shall have an interest in a firm which such regular employee knows is engaged in business dealings with the City, except if such interest is in a firm whose shares are publicly traded, as defined by rule of the Board."

City Charter § 2604(c)(6) states: "This section shall not prohibit a public servant from acting as an attorney, agent, broker, employee, officer, director or consultant for any not-for-profit corporation, or association, or any other such entity which operates on a not-for-profit basis, interest in business dealings with the city, provided that:

(a) such public servant takes no direct or indirect part in such business dealings;

(b) such not-for-profit entity has no direct or indirect interest in any business dealings with the city agency in which the public servant is employed and is not subject to supervision, regulation or control by such agency, except where it is determined by the head of an agency, or by the mayor where the public servant is an agency head, that such activity is in furtherance of the purposes and interests of the city;

(c) all such activities by such public servant shall be performed at times during which the public servant is no required to perform services for the city; and

(d) such public servant receives no salary or other compensation in connection with such activities."

The Board, joined by the New York City Department of Education ("DOE"), issued a public warning letter to a Speech Therapist at IS/HS 270, in the Bronx, who held the position of unpaid board member at the non-profit Belmont Community Day Care Center at a time when Belmont was engaged in business dealings with DOE and failed to comply with the requirements of the "safe harbor" provision of City Charter § 2604(c)(6). At a different time, the Speech Therapist also held a paid position at Belmont while Belmont was engaged in business dealings with DOE and another City agency, but appeared not to have been involved in Belmont's City business dealings. While not pursuing further enforcement action, the Board took the opportunity of this public warning letter to remind public servants of the requirements of the safe harbor provision for volunteering with non-profits with City business dealings and the prohibition on moonlighting in compensated positions with firms with City business dealings absent a waiver from the Board. *COIB v. Cavagna*, COIB Case No. 2013-357 (2013).

The Board issued a public warning letter to a former teacher at the New York City Department of Education ("DOE") who was also the founder and executive in charge of Team Footprintz, a non-profit basketball outreach organization that had been registered as a DOE vendor in 2009. The teacher used the gym at his school to make videos to promote Team Footprints; the letter advised that by using DOE property, namely the gym, for the non-City purpose of creating publicity materials for Team Footprintz, the teacher violated City Charter § 2604(b)(2), pursuant to Board Rules § 1-13(b). The team also rented his school's gym for Team Footprintz events, mainly basketball clinics for which Team Footprintz charged fees to participants. Renting a City facility constitutes "business dealings with the city" within the meaning of Chapter 68; thus, Team Footprintz was a firm with business dealings with the City. The letter advised the former teacher that, for him to have maintained his position with that firm, he should have first obtained a waiver from the Board. *COIB v. Mark Williams*, COIB Case No. 2012-625 (2013).

The Board issued a public warning letter to the former Chief of Staff to Council Member James Sanders who, while employed by the City Council, was also involved in an unpaid, volunteer capacity in the day-to-day running of the Federation of African, Caribbean, and American Organization, Inc. ("FACAO"), a not-for-profit organization that he founded in 1999 and had previously served as its paid director. Starting in fiscal year 2003 and continuing through fiscal year 2008, FACAO was awarded discretionary funds, allocated by Council Member Sanders and administered by the New York City Department of Youth and Community Development ("DYCD"), to provide youth, recreational, and immigration services in Council District 31. The former Chief of Staff served as the unpaid Director/Chairperson of FACAO without the permission of the City Council Speaker and signed at least six timesheets for FACAO employees as the Director/Chairperson of FACAO, with the knowledge and understanding that these timesheets would be submitted for payment to DYCD. The Board advised the former Chief of Staff that the safe harbor provision of City Charter § 2604)(6) does not apply and his volunteer position with FACAO violated City Charter § 2604(a)(1)(b) because (1) he was directly involved in FACAO's business dealings with DYCD as the signatory on documents submitted for payment to DYCD; and (2) he lacked the City Council Speaker's permission to serve as the Director/Chairperson of FACAO when FACAO had business dealings with the City Council. *COIB v. M. Duncan*, COIB Case No. 2012-250 (2012).

The Board issued a public warning letter to a former Supervisor of Nurses for the New York City Health and Hospitals Corporation ("HHC") who, from 2002 through 2006, acted as the paid Executive Director of a not-for-profit organization and, while acting in that capacity, signed and submitted multiple contracts and financial documents to the New York City Department for the Aging ("DFTA") on behalf of the organization. The Supervisor of Nurses resigned her position as Executive Director of the not-for-profit organization in 2006, but she continued to volunteer for the not-for-profit until her retirement from HHC in 2010; while serving as a volunteer, on behalf of the organization she signed DFTA contracts and acted as the contact person for DFTA audits. While not pursuing further enforcement action, the Board took the opportunity of this public warning letter to remind public servants that the City's conflicts of interest law prohibits: (1) public servants from representing any private interest, for compensation, before any City agency, and (2) City employees who volunteer for a not-for-profit organization from participating directly in that organization's business dealings with the City. *COIB v. Jamoona*, COIB Case No. 2011-649 (2012).

The Board fined a New York City Department of Education ("DOE") Principal $1,000 (a) for being an unpaid Board Member of a not-for-profit organization doing business with the DOE *and* for participating in those business dealings; and (b) for, within one year of leaving City service, communicating with the DOE on behalf of that not-for-profit for compensation. The Principal first acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from having a position, such as being an unpaid Board Member, at a not-for-profit organization engaged in business dealings with his or her agency without first obtaining permission from the head of his agency and further requires public servants to obtain a waiver from the Board in order to participate, on behalf of the not-for-profit, in any City-related matters. The Principal also admitted that, approximately three months after leaving his position at the DOE in summer 2008, he became the Interim Acting Executive Director of the not-for-profit, for which work he was compensated; between January and March 2009, he sent multiple e-mails and made two phone calls to the DOE on behalf of the not-for-profit. The Principal acknowledged that this conduct violated the conflicts of interest law's prohibition on a former public servant "appearing" before his or her former agency within one year of terminating employment with the agency. In setting the amount of the fine, the Board took into consideration that, upon being informed of the possible post-employment conflict of interest, the Principal immediately contacted the DOE Ethics Officer and, at her request, took steps to end all his post-employment appearances before DOE and reported his conduct to the Board. *COIB v. Solomon*, COIB Case No. 2009-807 (2011).

The Board issued a public warning letter to a New York City Administration for Children's Services ("ACS") Social Services Supervisor who self-reported to the Board that, since 1967, she had been an unpaid board member of a not-for-profit organization engaged in business dealings with ACS and that, for approximately 1½ yrs, she had been employed teaching a weekly parenting skills class at a firm doing business with ACS. The Social Services Supervisor represented to the Board that, as a board member of the not-for-profit, she had not been actively involved in any City-related matters. While not pursuing further enforcement action, the Board took the opportunity of this public warning letter to remind public servants that the City's conflicts of interest law prohibits public servants from having a volunteer position, including as an officer or director, with any not-for-profit corporation, association, or other such

entity, that engages in business dealings with the City agency they serve without first obtaining the permission of their agency head or from being involved in the not-for-profit's City business dealings without a waiver from the Board or from having a paid position with any non-government entity, whether for-profit or not-for-profit, that engages in business dealings with the City without a waiver from the Board. *COIB v. Watler*, COIB Case No. 2009-830 (2011).

The Board issued a public warning letter to a Special Project Coordinator at the New York City Department of Parks and Recreation for, in violation of City's conflicts of interest law: (a) serving as the volunteer President of a not-for-profit organization having business dealings with Parks without the approval of the Parks Commissioner; (b) being directly involved in that not-for-profit's City business dealings, through her solicitation of grants and contracts from the City for the not-for-profit; (c) performing work for the not-for-profit while on City time and using City resources, such as Parks personnel and her Parks office and telephone; and (d) misusing her position to schedule events at Parks facilities for the not-for-profit on terms and conditions not available to other entities. Here, the Board did not pursue further enforcement action against the Special Project Coordinator for her multiple violation of Chapter 68 of the City Charter because her supervisor at Parks had knowledge of and apparently approved her use of City time and resources on behalf of the not-for-profit organization. Nonetheless, the Board took the opportunity of the issuance of this public warning letter to remind public servants that, in order to hold a position at a not-for-profit having business dealings with their own agency, public servants must obtain approval from their agency head, not merely their supervisor, to have that position *and* must have no involvement in the City business dealings of the not-for-profit. Under certain circumstances the Board may grant a waiver of that prohibition, subject to certain conditions, after receiving written approval of the public servant's agency head. However, even with such a waiver, public servants would still not be permitted to use their City positions to obtain a benefit for the not-for-profit with which they have a position – such as obtaining access to City facilities on terms not available to other not-for-profits. *COIB v. Rowe-Adams*, COIB Case No. 2008-126 (2009).

The Board fined the former Director of the Call Center for the New York City Department of Health and Mental Hygiene ("DOHMH") $7,500 for, among other things, serving as a member and Vice-Chair of the Board of Directors of a not-for-profit organization with substantial business dealings with the City, including with an agent of DOHMH. The former Director acknowledged that, in addition to her DOHMH position, she also served, since 1998, as an unpaid Member and Vice-Chair of the Board of Directors of the not-for-profit organization and in that capacity had often functioned as the organization's *de facto* (although unpaid) Executive Director. From before and during her involvement with the organization, it has had substantial City business dealings, including with DOHMH, of which she was aware and in which she was directly involved. The former Director acknowledged that by having a position with a firm that she knew was involved in business dealings with a number of City agencies, including her own, she violated the City's conflicts of interest law, which prohibits a public servant from having a position with a firm having business dealings with the City. A position, under the City's conflicts of interest law, would include being an officer of a not-for-profit organization or a member of its board of directors. *COIB v. Harmon*, COIB Case No. 2008-025 (2008).

MISUSE OF CITY TIME

- **Relevant Charter Sections:** City Charter § 2604(b)(2)
- **Relevant Board Rules:** Board Rules § 1-13(a)[4]

In a joint disposition with the Board and the New York City Department of Transportation ("DOT"), an Administrative Manager agreed to serve a ten-day suspension, valued at approximately $2,000, to resolve the Administrative Manager's violations of Chapter 68 and DOT's Code of Conduct. The Administrative Manager violated City Charter § 2604(b)(2) by serving as co-chair of Community Board No. 5's ("CB5") Municipal Services Committee, during which time the committee considered matters brought before it by DOT. In addition, the Administrative Manager misused City time, in violation of City Charter § 2604(b)(2), pursuant to Board Rules § 1-13(a), by communicating with CB5 members about CB5 matters during her regular DOT workday. *COIB v. Lawrence*, COIB Case No. 2016-018 (2016).

The Supervisor of Plumbers at Kings County Hospital Center ("KCHC"), an employee of New York City Health + Hospitals ("H+H"), paid a $3,000 fine for, between November 2010 and September 2011, during his H+H work hours, using his H+H computer to access, modify, maintain, save, and/or store five files related to his private plumbing business and using his H+H email account to send and receive approximately forty-eight emails relating to the operations of that business. The Supervisor of Plumbers also violated City Charter § 2604(b)(14) by purchasing a motor vehicle from one of his subordinates, a KCHC Plumber. *COIB v. Cook*, COIB Case No. 2016-388 (2016). The subordinate KCHC Plumber paid a $450 fine to the Board for violating § 2604(b)(14) by selling a vehicle to his superior. *COIB v. Bosco*, COIB Case No. 2016-388b (2016).

In a joint settlement with the New York City Department of Education ("DOE"), a former DOE principal paid a $1,800 fine to the Board for: (1) leaving work for several hours during a school day to travel to a car dealership in Jersey City, New Jersey, where he picked up a car he had previously purchased; and (2) having a teacher assigned to his school accompany him to the dealership. Both the principal and the teacher were being paid to perform work for DOE during their absence, and the principal directed a second teacher to "cover" the missing teacher's remaining class. The City's conflicts of interest law prohibits public servants from using City time and City resources for non-City purposes and from using their positions for personal advantage, which includes having subordinates perform personal favors. *COIB v. Sanchez*, COIB Case No. 2014-427 (2016).

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[4] City Charter § 2604(b)(2) states: "No public servant shall engage in any business, transaction or private employment, or have any financial or other private interest, direct or indirect, which is in conflict with the proper discharge of his or her official duties."

Board Rules § 1-13(a) states in relevant part: "it shall be a violation of City Charter § 2604(b)(2) for any public servant to pursue personal and private activities during times when the public servant is required to perform services for the City."

A New York City Department of Homeless Services ("DHS") Clerical Associate accepted a fifteen-day pay fine, valued at $3,151.65, and a six-month probationary period for misusing the DHS email system during her City work hours to solicit business from several DHS employees by sending them a link to her travel website and inviting them to shop. This was a three-way settlement with COIB and DHS. *COIB v. S. Dickens*, COIB Case No. 2014-262 (2016).

In a joint disposition with the New York City Administration for Children's Services ("ACS"), a Child Protective Specialist Supervisor II agreed to accept a five-workday suspension, valued at $1,577, for, during her City work hours, using her ACS email account to send six emails and attached documents related to her private business and using her ACS computer to store those emails and one document related to that private business. The City's conflicts of interest law prohibits City employees from using City time or City resources to perform work for their private businesses. *COIB v. Liota*, COIB Case No. 2016-008 (2016).

A City Research Scientist 4A for the New York City Department of Health and Mental Hygiene ("DOHMH") was fined $2,000 and served a two-day suspension, valued at approximately $838, for (1) using her DOHMH computer during her City work hours to visit the website associated with her private business on forty-two occasions and (2) using her DOHMH computer and email account during her City work hours to send four emails soliciting for her private business. The City's conflicts of interest law prohibits employees from using City time or City resources to perform work for their private businesses. This matter was a joint settlement with DOHMH, resolving both conflict of interest law violations and related disciplinary charges. $500 of the total $2,000 fine was paid to the Board and the remaining $1,500 will be paid to DOHMH. *COIB v. Myers*, COIB Case No. 2015-183 (2016).

An Agency Attorney III for the New York City Department of Health and Mental Hygiene ("DOHMH") was fined $2,000 for using his DOHMH computer during his City work hours to access and/or save twenty-four documents relating to his outside, compensated work as an immigration attorney. The City's conflicts of interest law prohibits employees from using City time or City resources to perform work for their private businesses. This matter was a joint settlement with DOHMH, resolving both conflict of *interest* law violations and related disciplinary charges. Half of the $2,000 total fine ($1,000) was paid to the Board and the other half will be paid to DOHMH. *COIB v. Rana*, COIB Case No. 2015-789 (2016).

A Tax Auditor II for the New York City Department of Finance ("DOF") paid a $750 fine for using his City computer to perform work for his private eBay-based business, sometimes while he was being paid to work for the City. This matter was a joint settlement with DOF. *COIB v. Haimoff*, COIB Case No. 2014-542 (2015).

A Supervisor Engineer Level C for the New York City School Construction Authority ("SCA") accepted a three-month suspension without pay, valued at $31,547, for using City office resources, during his City work hours, to perform work related to his wife's company. Over an approximate nine-month period, the Engineer used his SCA computer to access, modify, or store over 80 files related to his wife's company and used an SCA printer to print documents for that company. This matter was a joint resolution with SCA, which had brought related disciplinary charges. *COIB v. M. Lee*, COIB Case No. 2015-182 (2015).

A Caseworker for the New York City Human Resources Administration ("HRA") misused a City computer, email account, and internet access to perform work for his outside real estate business, sometimes on City time. The Caseworker previously accepted a forty-five day suspension, valued at $5,538, to resolve related HRA disciplinary charges that also included charges that do not implicate Chapter 68. The Board accepted the agency penalty as sufficient to resolve the Chapter 68 violations. *COIB v. Rosario,* COIB Case No. 2015-248 (2015).

The Board and the New York City Administration for Children's Services ("ACS") concluded a joint settlement with the Acting Executive Director for the Case Review and Support Unit at ACS, who agreed to pay a $3,500 fine–$2,000 to the Board and $1,500 to ACS–for multiple violations of the City's conflicts of interest law. The Acting Executive Director accepted a free meal for herself and her ACS staff from a day care provider as a "thank you" for helping the provider be reinstated at ACS. The City's conflicts of interest law prohibits public servants from accepting a gratuity in any amount from a person whose interests may be affected by the public servant's official action. Separately, the Acting Executive Director held a prohibited position at the Young Adult Institute ("YAI"), a firm engaged in business dealings with multiple City agencies. In furtherance of her work for YAI, the Acting Executive Director wrote two reports for YAI during her City work hours and subsequently used an ACS fax machine to send those reports to YAI. The matter was a joint settlement with ACS. *COIB v. Crawley*, COIB Case No. 2014-935 (Sept. 25, 2015).

An Engineer Level B for the New York City School Construction Authority ("SCA") was suspended for ten days without pay, valued at $3,575, for using a City computer, during his City work hours, to do work related to his private engineering firm. Over an approximate ten-month period, the Engineer created, accessed, modified, and/or stored 30 files related to his outside engineering firm on his SCA computer. This matter was a joint resolution with the SCA of related disciplinary charges. *COIB v. Wong*, COIB Case No. 2015-182a (2015).

The Board fined a Supervising Electrician at the New York City Housing Authority ("NYCHA") $1,750 for leaving during his NYCHA workday to tend to his private electrical business. Specifically, he would travel to the business every morning to collect the mail and sweep the sidewalk. The Supervising Electrician also used NYCHA resources to print copies of a bid form for his electrical business. The City's conflicts of interest law prohibits public servants from using City time or City resources for any non-City purpose. *COIB v. Lanzot,* COIB Case No. 2014-164 (2015).

A Custodian for the New York City Department of Citywide Administrative Services ("DCAS") was suspended for 3 days for acting as a witness in a marriage ceremony for compensation during his workday. The City's conflicts of interest law prohibits City employees form pursuing "personal and private activities during times when the public servant is required to perform services for the City." This matter was a joint settlement with DCAS. The suspension was penalty for this and other misconduct that did not violate the conflicts of interest law; COIB accepted this penalty as sufficient. *COIB v. Dunbar*, COIB Case No. 2015-066 (2015).

The Board issued a public warning letter to a now-former physical therapist for the New York City Department of Education ("DOE") for (1) moonlighting for a private physical therapy company that did business with DOE and (2) performing work for another physical therapy company during his DOE workday. The physical therapist was terminated by DOE for this conduct. The City's conflicts of interest law prohibits City employees from having a second job with a firm that has business dealings with any City agency, regardless of whether the firm is for-profit or not-for-profit. *COIB v. Roberto*, COIB Case No. 2014-638 (2015).

The Board issued a public warning letter to a Substance Abuse Prevention & Intervention Specialist at the New York City Department of Education for using City time and resources to promote and sell trips to tour college campuses, run by his private company, to students at his school and their parents. The City's conflicts of interest law prohibits City employees from pursuing "personal and private activities during times when the public servant is required to perform services for the City" and from using "City letterhead, personnel, equipment, resources, or supplies for any non-City purpose." The conflicts of interest law also prohibits City employees who work in schools from using their positions to find private, paying clients among parents of students attending the school where they work. *COIB v. Abney*, COIB Case No. 2014-315 (2015).

A former Physical Therapist for the New York City Department of Education ("DOE") paid a $2,250 fine for, during hours he was required to be performing work for DOE, using a DOE-issued laptop computer to perform work for his private karate studio, such as accessing class schedules and reviewing orders; the Physical Therapist also stored documents relating to his karate studio, such as lease agreements and order forms, on the laptop. *COIB v. Kwon*, COIB Case No. 2014-307 (2014).

An Executive Administrative Staff Analyst for the New York City Employee Retirement System ("NYCERS") agreed to pay an $800 fine for four violations of the City's conflicts of interest law related to her conducting an Avon business in her NYCERS office: first, using City time to receive and repackage Avon deliveries; second, using City resources, including a NYCERS fax machine, to submit and receive Avon orders; third, abusing her City position by soliciting sales from a subordinate; and fourth, entering into a prohibited superior-subordinate financial relationship by selling Avon products to that subordinate. *COIB v. Harish*, COIB Case No. 2014-414 (2014).

The Board issued an Order, after a full hearing, imposing a $7,500 fine on a former Executive Agency Counsel at the New York City Taxi and Limousine Commission ("TLC") for, during times he was required to be working for TLC, making numerous telephone calls related to his campaign for City Council. The City's conflicts of interest law prohibits the use of City time or City resources for any non-City purpose, in particular a private business, a second job, or political activities. In determining the penalty, the Board considered the following aggravating factors: (1) the Respondent declined to accept responsibility for his conduct; (2) as an attorney, the Respondent is held to higher standard to comply with the conflicts of interest law; and (3) most significantly, the Respondent received both telephone and written advice from the Board and from the TLC attorney responsible for ethics matters that it would violate the City's conflicts of interest law to use City time or City resources in connection with his political campaign,

which advice he failed to follow. *COIB v. Oberman*, OATH Index No. 1657/14, COIB Case No. 2013-609 (Order Nov. 6, 2014).

A Climber & Pruner for the New York City Department of Parks and Recreation ("DPR") accepted a 15-day suspension, valued at $4,952, for taking a DPR Log Loader without authorization to pick up and load wood from a private residence while DPR was paying him overtime. The City's conflicts of interest law and the DPR Standards of Conduct prohibit using City equipment for any non-City purpose and also prohibit pursuing private activities on City time. This matter was a joint settlement with DPR. *COIB v. R. Williams*, COIB Case No. 2014-768a (2014).

In a joint disposition with the Board and the New York City Department of Health and Mental Hygiene ("DOHMH"), a Computer Aide in the DOHMH Bureau of Operations paid a $1,350 fine – $1,100 to DOHMH and $250 to the Board – for doing work, using the DOHMH wireless network, related to her outside employment as a travel rewards sales representative during her City work hours on 51 days over a 57-work-day period. The City's conflicts of interest law and the DOHMH Standards of Conduct prohibit the use of any City time or resources for a private business or second job. *COIB v. I. Ross*, COIB Case No. 2013-913 (2014).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a joint settlement with an Associate Staff Analyst who was also a writer of fiction and non-fiction books on a variety of topics, books that he offers for sale on his personal website. In 2012 and 2013, the Associate Staff Analyst used City time and City resources to work on these books, including working on drafts of the books and saving them to his DOHMH computer, using his DOHMH computer and e-mail account to send and receive e-mails containing drafts of the books, reading and storing research documents for the books on his DOHMH computer, and having the DOHMH librarian provide him with research materials for his books. The Associate Staff Analyst admitted that his use of City time and City resources to perform work on books he intended to publish for profit violated the DOHMH Standards of Conduct and the City's conflicts of interest law. For these violations, the Associate Staff Analyst agreed to pay a $3,000 fine, split evenly between DOHMH and the Board. *COIB v. Bediako*, COIB Case No. 2014-174 (2014).

The Board and the New York City Comptroller's Office concluded a settlement with an Administrative Accountant in the Comptroller Office's Bureau of Asset Management who, from 1998 to 2014, used her City computer to create, modify, and/or store over 200 documents related to her private business as a Certified Public Accountant ("CPA") and, from 2006 to 2012, used her City computer and e-mail account to send and receive e-mails related to her private business as a CPA, all done during hours she was required to be performing work for the Comptroller's Office. As a penalty, the Administrative Accountant agreed to pay a fine equal to forty-five days' pay, valued at $13,891. *COIB v. Chien*, COIB Case No. 2014-458 (2014).

The Board and the New York City Comptroller's Office concluded a settlement with a Staff Analyst Trainee in the Comptroller's Office Bureau of Audits who also had a private business on eBay. On a handful of occasions in 2013 and 2014, during hours he was required to

be performing work for the Comptroller's Office, the Staff Analyst Trainee used his City computer to update his eBay sales ledger and used his City e-mail account to e-mail an updated ledger to his private e-mail account. As a penalty, the Administrative Accountant agreed to pay a fine equal to two days' pay, valued at $388. *COIB v. Avellino*, COIB Case No. 2014-498 (2014).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a settlement with a Supervising Special Officer who, on May 3, 2013, and July 20, 2013, during hours she was required to be working for DOHMH, drove a City vehicle to Housing Court to appear on a personal legal matter in that court. The Supervising Special Officer admitted that her use of City time and a City vehicle for purely personal activities violated the DOHMH Standards of Conduct and the City's conflicts of interest law. For these violations, the Supervising Special Officer agreed to be demoted to Special Officer, with an attendant reduction in annual salary of $4,781. *COIB v. Nealy*, COIB Case No. 2013-829 (2014).

The Board and the New York City Department Citywide Administrative Services ("DCAS") jointly concluded a settlement with a Clerical Associate who used a DCAS computer and e-mail account during her City work hours to do work as an Adjunct Lecturer at Metropolitan College of New York. The DCAS Code of Conduct and the City's conflicts of interest law restricts City employees' use of the City's computers, e-mail, and internet to the City's business, and the Clerical Associate had no authority to use any of those DCAS resources for her outside employment. As a penalty, the Clerical Associate agreed to serve a two-week suspension, which is valued at approximately $2,001. *COIB v. Sainbert*, COIB Case No. 2014-200 (2014).

The Board and the New York City Comptroller's Office concluded a settlement with the Director of the Community Action Center at the Comptroller's Office to resolve an agency disciplinary action that included two violations of the City's conflicts of interest law. First, the Director acknowledged that she had used her City position to address and resolve complaints on behalf of her block association, for which she was an active member and then its President. Second, the Director acknowledged that she had used an excessive amount of City time and City resources, including her Comptroller's Office computer and e-mail account, to perform volunteer work for a variety of not-for-profit organizations, such as the block association. For these violations and other conduct that does not implicate the City's conflicts of interest law, the Director agreed to retire from the Comptroller's Office on August 5, 2014, and forfeit annual leave valued at $4,852. *COIB v. Martinez*, COIB Case No. 2014-240 (2014).

In a joint settlement with the Board and the New York City Department of Health and Mental Hygiene ("DOHMH"), a Public Health Advisor II in the Bureau of Tuberculosis Control paid a $4,000 fine – $3,500 of which was paid to DOHMH and $500 to the Board – for, on multiple occasions in July and August 2013, parking her personal vehicle, clocking in at work, and then taking out a City vehicle and driving her daughter, and on occasion her daughter with others, to school. The Public Health Advisor admitted that her use of City time and a City vehicle for purely personal activity violated the DOHMH Standards of Conduct and the City's conflicts of interest law. *COIB v. Akinboye*, COIB Case No. 2013-863 (2014).

The Board and the New York City Human Resources Administration ("HRA") concluded a joint settlement with an HRA Computer Specialist who agreed to pay a twelve work-day pay fine, valued at $4,466, to be imposed by HRA, for using a City vehicle for a non-City purpose at a time when he was required to be performing work for the City. The Computer Specialist secured authorization to use a City vehicle from his supervisor under the guise that he would use it to drive between two HRA office locations to conduct City business. Instead, at a time he was required to be performing work for the City, the Computer Specialist drove the City vehicle to meet his brother to conduct personal business, which he was not authorized by HRA to do. The Computer Specialist then submitted a Daily Route Sheet in which he falsely stated that he had used the vehicle for City business. The Computer Specialist acknowledged that, in so doing, he violated City Charter § 2604(b)(2), pursuant to Board Rules §§ 1-13(a) and 1-13(b), which prohibits a public servant from using City time and any City resource, including a City vehicle, for any non-City purpose. *COIB v. Ivey*, COIB Case No. 2013-534 (2014).

The Board concluded a settlement with a former Agency Attorney at the New York City Administration for Children's Services ("ACS") who, on six dates between January 2010 and June 2011, performed paid work for a private document review company at times he was required to be working for ACS. As a penalty, the former Agency Attorney agreed to pay a $3,000 fine to the Board; he also acknowledged that he had resigned from ACS while ACS disciplinary charges were pending against him for the same conduct. *COIB v. Gebbia*, COIB Case No. 2013-687 (2014).

In a joint disposition with the Board and the New York City Comptroller's Office, a Public Records Officer agreed to pay a fine equal to ten days' pay, valued at $2,300, for, from March 2011 through November 2013, during hours she was required to be performing work for the Comptroller's Office, using her City computer and e-mail account to perform work for her private jobs with Random House and Sentia Education. The Public Records Officer also failed to obtain permission from the Comptroller's Office for her outside positions, or a waiver from the Board for her position with Random House, a firm having business dealings with the City. *COIB v. Yndigoyen*, COIB Case No. 2013-816 (2014).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a settlement with an Associate Staff Analyst in the Bureau of Veterinary and Pest Control Services, who in August and September 2013, during hours she was required to be performing work for DOHMH, used her City computer and e-mail account to send and receive e-mails related to her private interests in developing and building a real estate investment venture. As a penalty, the Associate Staff Analyst agreed to pay a $2,000 fine, split equally between the Board and DOHMH. *COIB v. F. Diaz*, COIB Case No. 2013-661 (2013).

The Board fined a former Administrative Staff Analyst at the New York City Housing Authority ("NYCHA") $3,000 in resolution of his violations of the City's conflicts of interest law. In addition to his work at NYCHA, the Administrative Staff Analyst also provided private tax preparation services – and used City time and resources in furtherance of that private business. First, between February 2004 and October 2012, during hours when he was required to be performing work for NYCHA, the Administrative Staff Analyst used his NYCHA computer

to create or modify 134 documents related to his private tax preparation business. Second, between January 2011 and February 2013, sometimes during hours he was required to be performing work for NYCHA, the Administrative Staff Analyst used his NYCHA computer and e-mail account to send 322 e-mails and receive 298 e-mails related to his private tax preparation business. Third, between January 2011 and February 2013, sometimes during hours he was required to be performing work for NYCHA, the Administrative Staff Analyst used a NYCHA photocopier to scan and e-mail to his NYCHA computer 64 documents related to his private tax preparation business. Lastly, in September 2012, the Administrative Staff Analyst used a NYCHA fax machine to send two faxes to the Internal Revenue Service in connection with his private tax preparation business. *COIB v. Bazile*, COIB Case No. 2013-198 (2013).

In a joint settlement with the Board and the New York City Comptroller's Office, an Economist in the Bureau of Audits Economist agreed to pay a fine equal to twenty days' pay, valued at $4,480, for, from March 2009 through July 2013, during hours she was required to be performing work for the Comptroller's Office, using her City computer and e-mail account to engage in political activities related to her work as the founder and president of the Great Alliance Democratic Club, the District Leader for the 86th Assembly District, and her campaign for New York City Council. The Economist also attended a hearing at the New York City Campaign Finance Board related to her campaign for City Council during times she was required to be performing work for the Comptroller's Office. *COIB v. Tapia*, COIB Case No. 2013-468 (2013).

The Board imposed a $2,500 fine on an Administrative Manager at the New York City Office of the Comptroller who, from at least February 1, 2012, through September 30, 2012, during hours she was required to be performing work for the Comptroller's Office, used her City computer and e-mail account to perform work for the political campaign of a candidate for the New York State Assembly, such as reviewing and editing campaign and fundraising materials and coordinating attendance at campaign events. *COIB v. Mosley*, COIB Case No. 2013-004 (2013).

The Board reached a settlement with the District Manager for Bronx Community Board 9 ("CB 9"), who paid a $7,500 fine to the Board. The District Manager has been the President of the Bronx Puerto Rican Day Parade (the "Parade") since 2000. By letter dated March 22, 2000, the Board issued the District Manager a waiver to serve as President of the Parade, explicitly advising the District Manager that his work for the Parade must be performed at times when he is not required to perform services for the City and that he may not use City equipment, letterhead, personnel, or other City resources in connection with his work for the Parade. The District Manager admitted that, despite this instruction from the Board, he coordinated and operated the Parade's activities out of the CB 9 office during times when he was required to be performing work for CB 9, using CB 9 resources, including its personnel, office, conference room, copier, fax machine, phones, and computers, to operate the Parade, since at least 2005. Specifically, the District Manager admitted that he held Parade-related meetings approximately five to eight times each year in the CB 9 conference room and arranged for Parade volunteers to use the CB 9 copier, fax machine, and phones during these meetings; used his City desktop computer and laptop computer to store and review documents related to the Parade during his CB 9 work day; used the CB 9 phones to receive and make Parade-related calls; instructed CB 9 employees to

perform Parade work during times when they were required to be performing work for CB 9, including making and answering Parade-related calls and drafting Parade-related documents on CB 9 computers; and arranged for Vice President of the Parade, who is not a City employee, to work daily from the CB 9 office on Parade business, including meeting in the CB 9 office with visitors seeking information about the Parade, storing Parade materials, such as applications to participate in the Parade, Parade business cards, and posters promoting the Parade in the CB 9 office, instructing persons interested in the Parade to fax their completed applications for participation in the Parade to the CB 9 fax number, and using the CB 9 fax machine and copier for Parade business. *COIB v. F. Gonzalez,* COIB Case No. 2011-145 (2013).

The Board fined a former New York City Department of Education ("DOE") Principal $2,500 for entering into a financial relationship with his DOE subordinate and for misusing City time and resources. The Principal admitted that, while he served as a Principal, he paid his subordinate, a Paraprofessional, at least $1,888.15 for working on projects related to his private music business, he met with his subordinate during his work hours to discuss his subordinate's work for his music business, and he used his City email account and telephone to work on his music business. *COIB v. W. Rodriguez,* COIB Case No. 2013-044 (2013). The Paraprofessional was fined $1,500 for accepting at least $1,888.15 from the Principal for working on projects related to the Principal's private music business and for doing that work during his City work hours using his City computer. *COIB v. M. Greene,* COIB Case No. 2013-044a (2013). Both the Principal and the Paraprofessional acknowledged that their conduct violated the City's conflicts of interest law, which prohibits a City employee from entering into any financial relationship with a superior or a subordinate and from using City time and resources for a personal, non-City purpose. *COIB v. W. Rodriguez,* COIB Case No. 2013-044; *COIB v. M. Greene,* COIB Case No. 2013-044a (2013).

The Board and the New York City Department of Environmental Protection ("DEP") concluded a joint settlement with a DEP Accountant who paid a $2,000 fine to the Board. The Accountant admitted that, during hours when he was required to be performing work for the City, he used his DEP email account and DEP computer to send emails pertaining to his private tax preparation business from his private email account to his DEP email account. The Accountant then used the information in the emails to work on his clients' tax returns using his DEP computer. The Accountant also used his DEP telephone to place calls to the Electronic Federal Tax System in order to conduct business on behalf of his tax preparation clients. The Accountant also gave the number for a DEP fax machine to his tax preparation clients and used this fax machine to receive documents faxed to him by his clients. The Accountant acknowledged that his conduct violated the prohibitions in the City's conflicts of interest law against (1) using City resources, including a City email account, computer, telephone, or fax machine, for the non-City purpose of working on a private business; and (2) working on a private business during hours when the City employee is required to be performing work for the City. *COIB v. Marerro,* COIB Case No. 2012-338 (2013).

In a joint disposition with the Board and the New York City Comptroller's Office, a Claims Specialist in the Classifications Unit of the Comptroller's Bureau of Labor Law agreed to pay a fine equal to twenty-five days' pay, valued at $5,513. The Claims Specialist admitted that from March 2007 through December 2012, during hours he was required to be performing work

for the Comptroller's Office, he used his City computer and e-mail account to perform work for his private job as a real estate agent. This conduct violated the Comptroller's Office Rules and Procedures and the City's conflicts of interest law, which prohibit the use of City time or resources for any non-City purpose. *COIB v. Starkey*, COIB Case No. 2013-135 (2013).

A payroll secretary for the New York City Department of Education ("DOE") misused City time and misused her City position for personal gain. In a joint settlement of an agency disciplinary action and a Board enforcement action, the payroll secretary admitted she falsified payroll records to receive compensation for working at times when she was not. She also admitted that she participating in the hiring of her sister for substitute teaching assignments on at least nine separate dates between December 2011 and March 2012. As a penalty for these violations of the City's conflicts of interest law and the Chancellor's Regulations, the payroll secretary agreed to pay a $6,500 fine. *COIB v. DeMaio*, COIB Case No. 2012-819 (2013).

The Board issued a public warning letter to a New York City Department of Education ("DOE") teacher for using her DOE e-mail account to send an email during her DOE work hours to inform DOE employees that she was running for the United Federation of Teachers Chapter Leader position and to seek their vote. The teacher acknowledged that her conduct violated the City's conflicts of interest law, which prohibits public servants from using City resources for any non-City purpose and from pursuing personal and private activities during times when the public servant is required to perform services for the City. *COIB v. Caggiano*, COIB Case No. 2012-412 (2012).

The Board settled an enforcement action it brought against an Assistant Principal who, on thirty-two occasions, left before the end of her regular workday at the New York City Department of Education ("DOE") to work a second job. In a public disposition of the Board's charges, the now former Assistant Principal admitted that, by working for her outside employer during her DOE workday, she violated the City's conflicts of interest law, which prohibits City employees from pursuing personal and private activities during times when they are required to perform services for the City. For this violation, the Board imposed a $2,500 fine, which it forgave based on the former Assistant Principal's showing of financial hardship. *COIB v. Knowlin*, COIB Case No. 2009-493 (2012).

A former Engineering Auditor at the New York City Economic Development Corporation ("EDC") paid the Board a $7,500 fine for using City time and resources to perform work for his sneaker business. The former Engineering Auditor admitted that, during hours he was required to be performing work for EDC, he used his EDC computer to (a) complete 106 seller transactions on eBay, totaling $9,724.99; (b) click on a sneaker-related website, link to a sneaker-related website, or refresh a sneaker-related website at least 9,530 times, or approximately 159 times each workday during a three-month period; and (c) hit the bidding websites bid.openx.net 41,453 times and eBay 6,595 times, or, combined, approximately 802 times during each workday over a three-month period. The former Engineering Auditor acknowledged that, in so doing, he violated the provisions of the City's conflicts of interest law that prohibit City employees from using City time or City resources for any non-City purpose, especially for any private business purpose. *COIB v. Lim*, COIB Case No. 2012-364 (2012).

A former Assistant to the Chief Engineer in the Bureau of Engineering at the New York City Department of Sanitation ("DSNY") paid the Board a $7,500 fine for his multiple violations of the City of New York's conflicts of interest law. Also, in the first case of its kind since City voters approved, in November 2010, an amendment to the conflicts of interest law giving the Board the power to order the disgorgement of any gain or benefit obtained as a result a violation of the conflicts of interest law, the former Assistant paid the Board, in addition to the fine, the value of the benefit he received as a result of his violations. First, the former Assistant admitted that he referred a DSNY subordinate to an attorney to represent her in a personal injury lawsuit, for which referral the former Assistant received a fee, in the amount of $1,696.82. The former Assistant acknowledged that, in so doing, he violated the provisions of the City's conflicts of interest law that prohibit City employees from using their City positions to obtain a personal financial benefit and from entering into a business or financial relationship with a City superior or subordinate. Second, the former Assistant admitted that he performed work on his subordinate's personal injury lawsuit and on another compensated legal matter on City time and using City resources, including his DSNY office for meetings and his DSNY computer, telephone, and e-mail account. The former Assistant acknowledged that, in so doing, he violated the provisions of the City's conflicts of interest law that prohibit City employees from using City time or City resources for any non-City purpose, especially for any private business purpose. Finally, the former Assistant admitted that he provided to a private law firm, for a personal, non-City purpose, disciplinary complaints concerning a DSNY employee, which complaints included the employee's home address, date of birth, and Social Security number. The former Assistant acknowledged that, in so doing, he violated the provision of the City's conflicts of interest law that prohibits City employees from using information that is not otherwise available to the public for the public servant's own personal benefit or for the benefit of any person or firm associated with the public servant (including a parent, child, sibling, spouse, domestic partner, employer, or business associate) or to disclose confidential information obtained as a result of the public servant's official duties for any reason. For these violations, the former Assistant paid the Board a $7,500 fine as well as the value of the benefit he received as a result of the violations, namely the referral fee, in the amount of $1,696.82. *COIB v. S. Taylor*, COIB Case No. 2011-193 (2012).

In a joint disposition with the Board and the New York City Department of Health and Mental Hygiene ("DOHMH"), a Scientist in the Office of Radiological Health in the DOHMH Bureau of Environmental Sciences and Engineering agreed to pay a $6,000 fine to the Board. In a joint settlement of an agency disciplinary action and a Board enforcement action, the Scientist acknowledged that, in a public disposition in January 2009, he admitted that he had identified himself as a DOHMH employee by his DOHMH title, address, telephone number, and e-mail address in a scholarly article without submitting the article through the DOHMH vetting process and that, for this conduct, he paid a fine to DOHMH equal to three days' pay, valued at $699. The Scientist admitted that, within one month of signing that agreement, he began submitting articles for publication in a different journal, still without DOHMH approval, but instead of identifying himself by his DOHMH title and work address, he identified himself as if he were affiliated with Brooklyn Hospital Center, which he was not. This course of action was suggested to him by a physician at Brooklyn Hospital Center with whom the Scientist deals as part of his official DOHMH duties. The Scientist continued to use his DOHMH e-mail address, phone number, and fax number in connection with these submissions and publications. He also used,

without permission, the staff at the DOHMH Health Library to do research for his private publications and used his City computer and e-mail account, at times he was required to be performing work for DOHMH, to research and write the articles. This conduct violated the DOHMH Standards of Conduct and the City's conflicts of interest law, specifically the provisions that prohibit City employees from using their City positions to advance a private or personal interest and prohibit City employees from using City time or City resources for any non-City purpose. *COIB v. D. Hayes*, COIB Case No. 2012-399 (2012).

The Board and the New York City Comptroller's Office concluded settlements with two Comptroller's Office employees – a Telecommunications Associate in the Bureau of Information Services and the manager of the Help Desk in the Bureau of Information Services – who used their City computers and e-mail accounts to perform work for their private jobs as real estate agents during hours they were required to be performing work for the Comptroller's Office. This conduct violated the Comptroller's Office Rules and Procedures and the City's conflicts of interest law. As a penalty, the Telecommunications Associate agreed to pay a ten-day pay fine, valued at $3,008.88, and the Help Desk Manager agreed to pay a three-day pay fine, valued at $1,316.45. *COIB v. Innamorato*, COIB Case No. 2012-492 (2012); *COIB v. A. Perez*, COIB Case No. 2012-492a (2012).

In a joint disposition with the Board and the New York City Administration for Children's Services, a Supervisor of Mechanical Installations was fined $1,250, payable to the Board, and five days' pay, valued at approximately $1,256, payable to ACS, for using a subordinate ACS employee to serve divorce papers on his wife during their City work hours. As part of his official duties, the Supervisor of Mechanical Installations was responsible for supervising Maintenance Workers at the Crossroads Juvenile Center in Brooklyn ("Crossroads"). The Supervisor of Mechanical Installations admitted that on October 22, 2010, from approximately 7:20 a.m. until 9:40 a.m., he traveled with a subordinate ACS Maintenance Worker from the Crossroads facility to his wife's work location in downtown Manhattan so that the Maintenance Worker could serve the Supervisor's wife with divorce papers. The Supervisor of Mechanical Installations and the Maintenance Worker were required to be performing work for the City during the time they traveled to Manhattan. The Supervisor of Mechanical Installations admitted that: (1) by using a subordinate employee to avoid the personal expense of hiring a process server, he violated City Charter § 2604(b)(3), which prohibits any public servant from using his or her position to obtain any financial gain or personal advantage; (2) by serving divorce papers on his wife during his City work hours, he violated City Charter § 2604(b)(2), pursuant to Board Rules § 1-13(a), which prohibits any public servant from pursuing personal activities during times the public servant is required to perform services for the City; (3) by using a subordinate employee to serve divorce papers on the Supervisor's wife during the subordinate's City work hours, he violated City Charter § 2604(b)(2), pursuant to Board Rules § 1-13(b), which prohibits any public servant from using City resources, including City personnel, for any non-City purpose; and (4) by using a subordinate employee to serve divorce papers on his wife during the subordinate employee's City work hours, he caused the subordinate employee to violate Chapter 68, thereby violating City Charter § 2604(b)(2), pursuant to Board Rules § 1-13(d), which prohibits any public servant from causing another public servant to violate the conflicts of interest law. *COIB v. R. Gonzalez*, COIB Case No. 2011-055 (2012).

The Board fined a former Master Electrician for the New York City Department of Education ("DOE") $3,500 for performing work for his private business during his DOE work hours and for using a DOE vehicle in connection with the private business. The former Master Electrician, who was also the owner of Lenlite Electrical Contractors, Inc., acknowledged that, while he was employed by DOE, he traveled to Lenlite jobsites and purchased tools, supplies, and other materials for Lenlite at times he was required to be performing work for DOE. The former Master Electrician also admitted that, while he was employed by DOE, he transported Lenlite employees to Lenlite jobsites using a DOE-assigned vehicle. The former Master Electrician acknowledged that his conduct violated City Charter § 2604(b)(2), pursuant to Board Rules §§ 1-13(a) and 1-13(b), which prohibits City employees from using City time and resources for non-City activities, in particular any private business or outside employment. *COIB v. L. Nelson*, COIB Case No. 2011-591 (2012).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement with a Motor Vehicle Operator in the DOHMH Bureau of Facilities, Planning and Administrative Service who, from January 3, 2011, to March 11, 2011, during approximately 99 hours of time she was required to be performing work for DOHMH, used a City computer to engage in online trading. The Motor Vehicle Operator acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time or City resources to pursue private, non-City activities and agreed to pay a $1,500 fine to DOHMH. *COIB v. Gibson*, COIB Case No. 2012-041 (2012).

In a joint disposition with the Board and the New York City Department of Health and Mental Hygiene ("DOHMH"), an Associate Public Health Sanitarian in the DOHMH Bureau of Food Safety and Community Sanitation agreed to the imposition of multiple financial penalties, including his resignation from DOHMH, for using a City vehicle for his private business. In addition to his City employment, the Associate Public Health Sanitarian also owns and runs a private entertainment business. In December 2010, the Associate Public Health Sanitarian admitted that, from at least July 2006 through November 2010, he had, during hours he was required to be performing work for DOHMH, used his City computer and e-mail account to perform work for his private entertainment business. For these violations, the Associate Public Health Sanitarian agreed to a term of suspension, the forfeiture of annual leave, and the payment of a fine, penalties totaling approximately $12,988. One year later, on December 30, 2011, the Associate Public Health Sanitarian took a DOHMH vehicle without permission to use in connection with a pre-New Year's Eve party hosted by his private entertainment company. At 5:00 a.m. on December 31, 2011, the Associate Public Health Sanitarian got into a car accident with the DOHMH vehicle; he did not report this accident to any DOHMH supervisor until January 4, 2012. The Associate Public Health Sanitarian acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using City resources to pursue private, non-City activities. For this misconduct, the Associate Public Health Sanitarian agreed to (a) be suspended for 20 work days, valued at approximately $4,494; (b) resign from DOHMH; (c) never seek future employment with DOHMH or any other City agency; (d) forfeit $8,000 of his accrued annual leave; and (e) forfeit an additional $1,689 of his accrued annual leave to pay for the cost of repairing the damage to the DOHMH vehicle as a result of the car accident in which he was involved on December 31, 2011. *COIB v. Mark*, COIB Case No. 2012-014 (2012).

In a joint disposition with the Board and the New York City Department of Health and Mental Hygiene ("DOHMH"), a Supervising Public Health Advisor in the DOHMH Bureau of Health Insurance Services paid a $2,000 fine to DOHMH for, throughout 2010, at times he was required to be performing work for DOHMH, using a City computer and his DOHMH e-mail account to promote the sales of "bootlegged" DVDs. The Supervising Public Health Advisor acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time or City resources to pursue private, non-City activities. *COIB v. W. Singleton*, COIB Case No. 2011-627 (2012).

The Board and the New York City Administration for Children's Services ("ACS") concluded a three-way settlement with a Supervising Special Officer I for the ACS Division of Youth and Family Justice who had a second job working as a representative for Primerica, a multi-level marketing company that sells primarily life insurance, along with other financial products. The Supervising Special Officer admitted that, at times when she was required to be performing work for the City, she attempted to sell and sold life insurance and other financial investments to her City subordinates and to fellow Sergeants, for which sales she earned a commission. The Supervising Special Officer acknowledged that her conduct violated the City of New York's conflicts of interest law, which prohibits a public servant from (a) using his or her City position for any personal benefit; (b) entering into a business or financial relationship with his or her City superior or subordinate; and (c) using City time for any non-City purpose. For this misconduct, the Supervising Special Officer agreed to be suspended for thirty calendar days without pay, valued at $3,926.67. *COIB v. C. Hines*, COIB Case No. 2011-664 (2012).

The Board and the New York City Department of Design and Construction ("DDC") entered into a three-way settlement with a DDC Computer Associate who agreed to be suspended for seven days, valued at $1,743, for using City time and resources for non-City purposes by: sending several faxes from a City fax machine and storing several documents on her City computer related to her private business as a landlord; providing her DDC contact information to her tenant and to several other businesses; and, on ten occasions between February 28, 2011, and June 8, 2011, failing to return to her office on time after lunch despite falsely indicating on her timesheets that she had. The DDC Computer Associate acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time and resources to pursue non-City activities. *COIB v. Taylor-Williamson*, COIB Case No. 2011-002 (2012).

The Board and the New York City Department of Parks and Recreation ("Parks") entered into a three-way settlement with a Parks Computer Operations Manager who agreed to be suspended by Parks for thirty days without pay, valued at $5,300, and to pay a $4,500 fine to Parks, for a total financial penalty of $9,800. The Computer Operations Manager admitted that, between January 2007 and April 2011, he spent approximately one hour each day on his City computer, during times when he was required to be working for Parks, searching the internet for vehicles to be salvaged and sold through his private business. The Computer Operations Manager also admitted that he used City office resources to send approximately fifteen faxes concerning his private business. The Computer Operations Manager acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using

City time and resources to pursue private, non-City activities. *COIB v. Vazgryn*, COIB Case No. 2011-473 (2012).

In a joint settlement with the Board and the New York City Department of Health and Mental Hygiene ("DOHMH"), an Associate Public Health Sanitarian in the DOHMH Division of Environmental Health, Bureau of Veterinary and Pest Control Services, agreed to pay a $2,000 fine to the Board and to be demoted from an Associate Public Health Sanitarian, Level III, to an Associate Public Health Sanitarian, Level II, resulting in an 8% salary reduction, or $5,698.24 less per year, for, at times he was required to be performing work for DOHMH, engaging in a variety of personal, non-City activities. The Associate Public Health Sanitarian admitted using his DOHMH e-mail account to perform work related to his completion of his graduate degree and dissertation, his outside employment as an instructor at numerous collegiate institutions, his private tax preparation business, his private consulting business, and his work for multiple not-for-profit organizations of which he was the founder and president. The Associate Public Health Sanitarian acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time or City resources to pursue private, non-City activities. *COIB v. Udeh*, COIB Case No. 2011-361 (2011).

The Board fined a former Office Machine Aide at the New York City Department of Transportation ("DOT") $2,000 for, during times he was required to be performing work for DOT, using his City e-mail account and City telephone to perform work related to his private home-based internet travel agency. The former Office Machine Aide admitted that he had used his DOT e-mail account to send or receive 182 e-mails and also used his DOT telephone to make 140 calls totaling over 21 hours, all related to his private travel agency. The former Office Machine Aide acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time or City resources for any non-City purpose. *COIB v. Julien*, COIB Case No. 2008-880 (2011).

The Board and the New York City Housing Authority ("NYCHA") concluded a three-way settlement with a Procurement Analyst who agreed to be suspended for 40 days without pay, valued at $7,616, for using his City computer, telephone, and e-mail account during his City work hours to do work for his private business as a running coach. The Procurement Analyst admitted that, between January 2007 and December 2010, he used City office resources during his City work hours to: (a) send and receive approximately 450 e-mail messages; (b) store 86 documents; and (c) make 19 calls using his City telephone, all for his private business as a running coach. The Procurement Analyst acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using City resources for any non-City purpose and from using City time to pursue non-City activities, in particular a private business or outside employment. *COIB v. Ruiz*, COIB Case No. 2011-015 (2011).

In a joint settlement with the Board and the New York City Department for the Aging ("DFTA"), a former Assistant Commissioner at DFTA admitted that she repeatedly inaccurately entered the hours she worked at DFTA to reflect that she was at DFTA when, in fact, she was not. Specifically, between March 27, 2009, and August 16, 2010, the former Assistant Commissioner inaccurately reported working at DFTA a total of 291 hours and 59 minutes when she was not at DFTA. The former Assistant Commissioner acknowledged that, by inaccurately

claiming she was physically at DFTA during hours she was required to be working there, she violated the City of New York's conflicts of interest law, which prohibits City employees from engaging in personal activities during hours they are required to be performing services for the City. For this violation, the former Assistant Commissioner agreed to: (1) be demoted from Assistant Commissioner, resulting in a 20% reduction in her annual salary; (2) be transferred to another City agency; (3) use a hand scanner to record her work hours at the new City agency; and (4) pay a $1,000 fine to the Board. The Board reduced its fine from $7,500 to $1,000 based on the former Assistant Commissioner's documented showing of financial hardship. *COIB v. Shaffer*, COIB Case No. 2011-187 (2011).

The Board concluded a settlement with a former Deputy Inspector General at the New York City Department of Investigation ("DOI") concerning his multiple violations of the City of New York's conflicts of interest law. The former Deputy Inspector General admitted that, in addition to working for DOI, he also worked as a representative for ACN. ACN is a multi-level marketing company in which ACN representatives sell a variety of telecommunications products and services – such as videophones, digital phone service, and high-speed internet service – directly to consumers, for which sales they earn a commission, as well as earning a percentage of the commission earned by representatives whom they sign up to work for ACN. The former Deputy Inspector General admitted that, at times he was required to be working for DOI, he had multiple conversations with his subordinates about ACN, in an effort to get them to purchase an ACN videophone or to become an ACN representative. As part of his ACN-related marketing efforts, the Deputy Inspector General used a DOI computer to show a subordinate the ACN website and used DOI IT resources in order to demonstrate to his subordinates how an ACN videophone worked. He also used his DOI computer and DOI e-mail account to send five e-mails to his DOI subordinate about ACN. The former Inspector General acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant; prohibits a public servant from using City resources, such as a City computer or other IT resources or the public servant's City e-mail account, for non-City purposes; and prohibits using City time for non-City purposes. The former Deputy Inspector General also admitted that he purchased a laptop computer from his DOI subordinate for $300. The former Deputy Inspector General acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from entering into a business or financial relationship, which would include the sale of an item greater than $25, with the public servant's City superior or subordinate. For his misconduct, the former Deputy Inspector General was removed by DOI from that position and transferred out of the investigative division to an administrative unit. In his new position, his salary was reduced by $15,000 and he has no supervisory responsibility. The former Deputy Inspector General was also removed by DOI from its peace officer program. In consideration of these agency-imposed penalties, the Board did not impose any separate fine. *COIB v. Jordan*, COIB Case No. 2010-842 (2011).

The Board concluded a joint settlement with the New York City Department of Environmental Protection ("DEP") and an Environmental Police Sergeant who abused the authority of his City position to intimidate car wash employees in order to avoid paying for

services they had performed on his personal car. In a public disposition, the DEP Police Sergeant admitted that he left his assigned DEP work location, while on duty and in his DEP Police uniform, and travelled in a DEP Police vehicle to a car wash and lube business, which was outside of his assigned patrol area, to contest a bill for repairs made to his personal vehicle. The Sergeant admitted that, through the use of intimidation and threats, he received services on his personal vehicle for which he did not pay. The Police Sergeant acknowledged that his conduct violated the City's conflicts of interest law, specifically the provision prohibiting public servants from using, or attempting to use, their City positions to obtain any financial gain and the provision prohibiting use of City resources and City time for any non-City purpose. As a penalty, the Sergeant agreed to be demoted to the position of Environmental Police Officer, to serve a 30-day suspension without pay (valued at approximately $3,772), and to serve a one-year probationary period at DEP. *COIB v. Ginty*, COIB Case No. 2011-002 (2011).

The Board and the New York City Department of Education ("DOE") concluded a three-way settlement with a DOE Secretary assigned to Paul Robeson High School who agreed to pay a $7,500 fine to DOE for using a DOE computer to perform work related to her private real estate business at times when she was supposed to be doing work for DOE. The DOE Secretary acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time or City resources to pursue private, non-City activities. *COIB v. Lumpkins Moses*, COIB Case No. 2010-657 (2011).

The Board concluded a settlement with the Special Assistant to the Network Senior Vice President/Executive Director of Bellevue Hospital Center, a facility of the New York City Health and Hospitals Corporation ("HHC"), in which she agreed to pay a fine of $2,000 for violating Chapter 68, the City of New York's conflicts of interest law, related to her work at her private travel agency. The Special Assistant admitted that, in August 2008, she sought an opinion from the Board as to what Chapter 68 rules she was required to follow concerning her private travel agency in light of her position at HHC. The Board advised the Special Assistant, in writing, that she could own the travel agency, provided that, among other things, she not use any City time or resources for work related to the travel agency. Despite these specific written instructions from the Board, the Special Assistant misused City time and resources. Specifically, from 2008 through 2010, the Special Assistant used her HHC computer and e-mail account, at times she was required to be performing work for HHC, to send and receive e-mails related to her travel agency and to create and store a number of travel-related documents, including itineraries for various trips and invoices for agency-related merchandise. The Special Assistant admitted that she also communicated using her HHC telephone with co-workers at Bellevue and HHC to make their personal travel arrangements. The Special Assistant acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time or City resources to pursue private, non-City activities. *COIB v. Padilla*, COIB Case No. 2010-742 (2011).

The Board and the New York City Administration for Children's Services ("ACS") concluded a three-way settlement with an ACS Community Coordinator who was suspended by ACS for forty-five calendar days without pay, valued at $9,079, and placed on one-year probation, for using his City computer during his City work hours to do work for his private financial services business. The Community Coordinator admitted that, between August 2009

and April 2010, he used his City computer during his City work hours to modify and store 13 documents and to access numerous websites concerning his private financial services business. The Community Coordinator acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using City resources for any non-City purpose and from using City time to pursue non-City activities. In setting the amount of the fine, ACS took into account that the Community Coordinator was previously suspended for five days without pay, valued at $896, in a joint disposition with the Board, for violating Chapter 68 by using an ACS conference room to hold a meeting on behalf of his private business. *COIB v. A. Graham*, COIB Case No. 2010-521 (2011).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement with an Associate Public Health Sanitarian in the DOHMH Bureau of Food Safety and Community Sanitation who admitted that, at times when he was supposed to be doing work for DOHMH, he used a City computer and his DOHMH e-mail account to perform work related to his private entertainment business. Specifically, the Associate Public Health Sanitarian used his DOHMH computer and e-mail account to create, store, and send event flyers, business proposals, and budgetary information; to solicit business; to schedule events; and to send and receive thousands of e-mails related to his private entertainment business. The Associate Public Health Sanitarian acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time or City resources to pursue private, non-City activities. For this misconduct, the Associate Public Health Sanitarian agreed to pay a $4,000 fine to DOHMH, be suspended for twenty days without pay, valued at approximately $4,494.20, and forfeit twenty days of annual leave, valued at approximately $4,494.20, for a total financial penalty of $12,988.40. *COIB v. Mark*, COIB Case No. 2010-874 (2011).

The Board and the New York City Housing Authority ("NYCHA") concluded a three-way settlement with a Housing Assistant who agreed to be suspended for 15 days without pay, valued at $3,082, for using his City computer, telephone, and e-mail account during his City work hours to do work for his private tax preparation and immigration business. The Housing Assistant admitted that, between February 2006 and April 2009, he used City office resources during his City work hours to: (a) access tax and immigration websites on twenty-six different dates; (b) store and modify twenty-five Internal Revenue Service forms and three letters; (c) send an e-mail message using his NYCHA e-mail account; and (d) make eighteen calls using his City telephone, all for his private tax and preparation business. The Housing Assistant acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using City resources for any non-City purpose and from using City time to pursue non-City activities. *COIB v. Karim*, COIB Case No. 2010-242 (2010).

The Board and the New York City Department of Housing Preservation and Development ("HPD") concluded a three-way settlement with an HPD Real Property Manager who, at times when he was supposed to be doing work for HPD, used a City computer and telephone to perform work related to his private insurance business. The Real Property Manager admitted that, in addition to his City job, he is the owner and sole employee of Orah Insurance Brokerage and that, at times when he was required to be working for HPD, he used his HPD telephone to make approximately 4,214 personal calls, including calls related to his insurance

business, for a total duration of over 346 hours. The Real Property Manager acknowledged that his conduct violated the City of New York's conflicts of interest law, which prohibits a public servant from using City time or City resources to pursue private activities. For this misconduct, the Principal Administrative Associate agreed to be suspended by HPD for 60 calendar days, valued at $8,464.44, plus be placed on probation for one year starting from the date of the completion of the suspension. *COIB v. Orah*, COIB Case No. 2010-661 (2010).

The Board fined the former Senior Deputy Director for Infrastructure Technology in the Information Technology Division at the New York City Housing Authority ("NYCHA") $20,000 for his multiple violations of the City's conflicts of interest law related to his work at his restaurant, 17 Murray. The former Senior Deputy Director acknowledged that, in October 2005, he sought an opinion from the Board as to whether, in light of his position at NYCHA, he could acquire a 50% ownership interest in the restaurant 17 Murray. The Board advised him, in writing, that he could own the restaurant, provided that, among other things, he not use any City time or resources related to the restaurant, he not use his City position to benefit the restaurant, and he not appear before any City agency on behalf of the restaurant. Despite these specific written instructions from the Board, the former Senior Deputy Director proceeded to engage in the prohibited conduct. The Senior Deputy Director admitted that, among his violations, starting in May 2006, often at times he was required to be performing work for the City, he: (a) used his NYCHA computer and e-mail account to send hundreds of e-mails related to the restaurant, in some of which he provided his NYCHA office telephone number and NYCHA cell phone number as his contact information for the restaurant; (b) created and/or saved at least thirteen documents on his NYCHA computer related to the restaurant; (c) used his NYCHA office telephone to make approximately 800 calls to the restaurant, totaling 28 hours of telephone time; (d) used his NYCHA-issued Blackberry to make or receive approximately 830 calls to or from the restaurant, totaling 34 hours of telephone time; and (e) used his NYCHA-issued van to make food deliveries for the restaurant. The former Senior Deputy Director acknowledged that this conduct violated the City's conflicts of interest law, which prohibits any public servant from pursuing private activities during times when that public servant is required to perform services for the City and from using City letterhead, personnel, equipment, resources, or supplies for any non-City purpose. The former Senior Deputy Director also acknowledged that he had resigned from NYCHA while disciplinary proceedings were pending against him for this misconduct. *COIB v. Fischetti*, COIB Case No. 2010-035 (2010).

The Board and the New York City Fire Department ("FDNY") concluded a three-way settlement with an FDNY Supervisor of Mechanics who was fined six days' pay by FDNY, valued at $2,060, for using his City vehicle during his City work hours to conduct an electrical inspection on behalf of his private company. The Supervisor of Mechanics acknowledged that he violated the City's conflicts of interest law, which prohibits a public servant from using City resources for any non-City purpose and from pursuing personal activities during times when the public servant is required to perform services for the City. *COIB v. Yung*, COIB Case No. 2009-465 (2010).

The Board fined a former Appraiser at the New York City Department of Citywide Administrative Services ("DCAS") $2,000 for, during times she was supposed to be performing work for the City, using a DCAS vehicle, a DCAS computer, and her DCAS e-mail account to

perform work related to her private appraisal practice. The former Appraiser admitted that she had sent hundreds of pages of e-mails regarding her private appraisal work using her DCAS e-mail account and her DCAS computer and that she had, on January 30, 2009, used her DCAS-assigned vehicle to perform private appraisals. The former Appraiser acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time or City resources for any non-City purpose. *COIB v. Currie*, COIB Case No. 2010-051 (2010).

The Board and the New York City Department of Environmental Protection ("DEP") concluded a three-way settlement with a DEP Civil Engineer who was fined $250 by the Board and forfeited to DEP three days of annual leave, valued at $903, for using his City vehicle during his City work hours to conduct two meetings concerning his private engineering business. The Civil Engineer acknowledged that, in or around July 2008, he twice used his City vehicle to conduct meetings concerning his private engineering business during his City work hours. The Civil Engineer acknowledged that he violated the City's conflicts of interest law, which prohibits a public servant from using City resources for any non-City purpose and from pursuing personal activities during times when the public servant is required to perform services for the City. *COIB v. Jamal*, COIB Case No. 2009-814 (2010).

The Board fined a Data Technician in the Information Technology Division at the New York City Housing Authority ("NYCHA") $1,500 for, sometimes during hours when he was supposed to be doing work for NYCHA, using his City computer, his NYCHA-assigned Blackberry, and his NYCHA e-mail account to send and receive numerous e-mails related to work he did for a restaurant owned by his superior at NYCHA. The Data Technician represented to the Board that he was not formally paid for his work for the restaurant, although he did occasionally receive free meals and drinks at the restaurant. The Data Technician acknowledged that he violated the City's conflicts of interest law, which prohibits a public servant from using City time or City resources, such as a City computer or e-mail account, for any non-City purpose. *COIB v. Eng*, COIB Case No. 2010-035a (2010).

The Board and the New York City Department of Environmental Protection ("DEP") concluded a three-way settlement with a DEP Principal Administrative Associate who used City time and City resources for both his private and personal benefit. The Principal Administrative Associate admitted that, while he was employed at the DEP Print Shop, he printed various documents, including business cards, for his private business. The Principal Administrative Associate also admitted that he regularly used City time and resources to copy books for his and others' personal use. The Principal Administrative Associate admitted that his conduct violated the City conflicts of interest law, which prohibits a public servant from pursuing personal and private activities during times when the public servant is required to perform services for the City and from using City resources for any non-City purpose. The DEP fined the Principal Administrative Associate ten days' pay, valued at $2,124.60, and the Board fined him $400, for a total financial penalty of $2,524.60. *COIB v. L. Hines*, COIB Case No. 2009-261 (2010).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement with a Public Health Epidemiologist in the DOHMH Bureau of Informatics and Development, who admitted that, at times when she was

supposed to be doing work for DOHMH, she used a City computer and her DOHMH e-mail account in an amount substantially in excess of the *de minimis* amount permitted by the City of New York's Policy on Limited Personal Use of City Office and Technology Resources (also known as the "Acceptable Use Policy") to complete research and assignments related to a university degree. The Public Health Epidemiologist acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time and City resources to pursue private activities. The Public Health Epidemiologist further admitted that the New York State Department of Health ("NYSDOH") assigned her a password to access a confidential database maintained by NYSDOH, that she was assigned that password for her sole use in connection with her official DOHMH duties, and that she had used that password to gather information for assignments related to her university degree. While the Public Health Epidemiologist did not use or disclose any of the highly confidential patient information on the NYSDOH database, she used information that was not available to the general public for her own personal purposes. The Public Health Epidemiologist acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant. For this misconduct, the Public Health Epidemiologist agreed to pay a $1,000 fine to the Board, be suspended by DOHMH without pay for five days, valued at approximately $1,047.55, and forfeit five days of annual leave, valued at approximately $1,047.55. *COIB v. S. Wright*, COIB Case No. 2009-646 (2010).

The Board fined an Associate Staff Analyst at the New York City Department of Citywide Administrative Services ("DCAS") $1,750 for, during times he was supposed to be performing work for the City, using a DCAS fax machine, his DCAS computer, and his DCAS e-mail account to perform work related to his two private businesses: a used car dealership and an online financing business. The Associate Staff Analyst admitted that he had sent numerous e-mails regarding both private businesses using his DCAS e-mail account and his DCAS computer and that he had, at least once, used a DCAS fax machine to send a fax related to his private used car dealership. The Associate Staff Analyst acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time or City resources for any non-City purpose. *COIB v. Baker*, COIB Case No. 2009-723 (2010).

The Board and the New York City Department of Parks & Recreation ("Parks") concluded a joint settlement with a Parks Recreation Center Manager who paid a $2,500 fine to the Board for using a Parks vehicle and personnel to facilitate his vacation plans and for using his Parks computer to sell merchandise on eBay. The Recreation Center Manager admitted that, in August 2007, he misused his City position when he had two subordinate Parks Recreation Playground Associates use a Parks vehicle to follow him to the Brooklyn Cruise Terminal to ensure that he was able to depart on his personal vacation if his car were to break down on the way to the terminal. After leaving on the cruise, the Playground Associates took the Manager's car back to his home in the Bronx. In addition, the Manager admitted that he used his Parks computer to sell athletic shoes and action figures for profit on eBay.com, occasionally during his Parks work day. The Recreation Center Manager acknowledged that his conduct violated the City's conflicts of interest law, which prohibits public servants from using City resources for any non-City purposes and from using one's City position to obtain any personal financial gain. *COIB v. Rosa*, COIB Case No. 2009-062 (2010).

The Board and the New York City Department of Education ("DOE") concluded a three-way settlement with a teacher who agreed to pay a $750 fine to DOE for having a second job with Touro College, a firm with City business dealings, without first seeking a waiver from the Board. The teacher acknowledged that, since January 2003, she had been employed by Touro College and that, on one occasion, she performed work for Touro College on City time. The teacher acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from pursuing private activities when the public servant is required to perform services to the City. The teacher also acknowledged that, although she obtained a waiver from the Board in April 2009, she should have requested the waiver *before* she began working for Touro College. *COIB v. Hicks*, COIB Case No. 2009-085 (2009).

The Board and the New York City Department of Sanitation ("DSNY") concluded three-way settlements with two DSNY Sanitation Workers who were each fined 9 work-days' pay, valued at $2,412, by DSNY for, while in the course of conducting their regular collection route, giving a business card for their private carting company to a homeowner in an effort to solicit future private business from the homeowner. The Sanitation Workers each acknowledged that their conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant and prohibits a public servant from using City time to pursue private activities. *COIB v. Coward*, COIB Case No. 2008-923 (2009); *COIB v. Jack*, COIB Case No. 2008-923/a (2009).

The Board fined the former Senior Vice President of the South Manhattan Health Care Network and Executive Director of the Bellevue Hospital Center ("Bellevue"), a facility of the New York City Health and Hospital Corporation ("HHC"), $12,500 for his multiple violations of Chapter 68 of the New York City Charter, the City's conflicts of interest law, and Section 12-110 of the New York City Administrative Code, the City's financial disclosure law. Among those violations, the former Executive Director acknowledged that he directed his Bellevue subordinates to perform personal tasks for him on City time. Specifically, he asked the Bellevue Information Service staff to make several trips to his home to perform repairs on his personal computer during their City work hours and directed his assigned HHC driver to perform personal errands for him, including making personal trips to the bank, purchasing lottery tickets, and driving him to the dentist, during her City work hours and often in an HHC vehicle. The former Executive Director admitted that in so doing he violated the City's conflicts of interest law, which prohibits the use of City resources – which include City personnel and City vehicles – for any non-City purpose and prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant. *COIB v. Perez*, COIB Case No. 2004-220 (2009).

The Board fined a former New York City Department of Education ("DOE") teacher $1,250 for working for her outside employer during her City work hours. The DOE teacher acknowledged that, on twenty-one occasions from November 2008 through January 2009, she left her City job in Queens prior to the end of her scheduled teaching hours in order to work for

her outside employer, Long Island Center, tutoring a student in Valley Stream, Long Island. The teacher acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time to pursue non-City activities, in particular any private business or financial activities. *COIB v. Mason-Bell*, COIB Case No. 2009-416 (2009).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement in which a Hearing Officer in the Administrative Tribunal of DOHMH's Office of the General Counsel paid a $1,400 fine to DOHMH for, while on City time, using City resources to pursue an online degree at Capella University. The Hearing Officer admitted that, at times when he was supposed to be doing work for DOHMH, he used a City computer and his DOHMH e-mail account in an amount substantially in excess of the *de minimis* amount permitted by the City of New York's Policy on Limited Personal Use of City Office and Technology Resources (also known as the "Acceptable Use Policy") to complete coursework related to an online degree at Capella University. The Hearing Officer acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time and City resources to pursue private activities. *COIB v. Anthony*, COIB Case No. 2009-479 (2009).

The Board and the New York City Housing Authority ("NYCHA") concluded a three-way settlement with a NYCHA Supervisor Elevator Mechanic who was suspended by NYCHA for 15 days, valued at approximately $4,695, for performing his private employment while on City time and using his City computer, despite having received written advice from the Board advising him that he could not use City time or City resources for any outside employment. The Supervisor Elevator Mechanic acknowledged that, in addition to working for NYCHA, he also had a part-time position for Uplift Elevator and had performed work for Uplift on City time and using his City computer. The Supervisor Elevator Mechanic acknowledged that this conduct violated the City's conflicts of interest law, which prohibits any public servant from pursuing private activities during times when that public servant is required to perform services for the City and from using City letterhead, personnel, equipment, resources, or supplies for any non-City purpose. The value of the financial penalty imposed reflected the fact that, although the use of City time and resources was limited, the Supervisor Elevator Mechanic had been notified by the Board in writing that this conduct is prohibited by the conflicts of interest law. *COIB v. DeSanctis*, COIB Case No. 2009-144 (2009).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement with a Supervising Public Health Advisor in the DOHMH Bureau of Sexually Transmitted Diseases who was suspended for 7 days by DOHMH, with the approximate value of $1,412.46, for using City resources, while on City time, to pursue an online degree at the University of Phoenix. The Supervising Public Health Advisor admitted that, at times when he was supposed to be doing work for DOHMH, he used a City computer and his DOHMH e-mail account in an amount substantially in excess of the *de minimis* amount permitted by the City of New York's Policy on Limited Personal Use of City Office and Technology Resources (also known as the "Acceptable Use Policy") to complete coursework related to the online degree. The Supervising Public Health Advisor acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using

City time and City resources to pursue private activities. *COIB v. Ayinde*, COIB Case No. 2009-480 (2009).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement with a Clerical Associate in the DOHMH Bureau of Communicable Diseases who was suspended by DOHMH for two days and forfeited three days of annual leave, with the total approximate value of $549.85, for using City resources, while on City time, to pursue an online degree at the University of Phoenix. The Clerical Associate admitted that, at times when she was supposed to be doing work for DOHMH, she used a City computer and her DOHMH e-mail account in an amount substantially in excess of the *de minimis* amount permitted by the City of New York's Policy on Limited Personal Use of City Office and Technology Resources (also known as the "Acceptable Use Policy") to complete coursework related to the online degree. The Clerical Associate acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time and City resources to pursue private activities. *COIB v. Patrick*, COIB Case No. 2009-481 (2009).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement with a Clerical Associate in the DOHMH Bureau of Health Care Access and Improvement who was suspended for five days by DOHMH and forfeited five days of annual leave, with the total approximate value of $1,523.20, for using City resources, while on City time, to pursue an degree at Monroe College. The Clerical Associate admitted that, at times when she was supposed to be doing work for DOHMH, she used a City computer and her DOHMH e-mail account in an amount substantially in excess of the *de minimis* amount permitted by the City of New York's Policy on Limited Personal Use of City Office and Technology Resources (also known as the "Acceptable Use Policy") to complete coursework related to the degree. The Clerical Associate acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time and City resources to pursue private activities. *COIB v. Pittman*, COIB Case No. 2009-482 (2009).

The Board fined a former New York City Human Resources Administration ("HRA") Assistant Deputy Commissioner $1,000 for using his City telephone to make and receive approximately 43 calls during his City work hours related to his real estate business. The former Assistant Deputy Commissioner acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using City resources for any non-City purpose and prohibits public servants from pursuing personal and private activities during times when the public servant is required to perform services for the City. *COIB v. Kundu*, COIB Case No. 2008-303 (2009).

The Board fined a former Special Officer in the Security Division of the New York City Department of Homeless Services ("DHS") $1,000 for using DHS facilities and City time to perform work related to his private tax preparation business. The former Special Officer admitted that he posted flyers to solicit clients around the DHS staff locker room and exchanged documents and received fees for services relating to his tax preparation business with multiple DHS employees on City time and at DHS facilities. The former Special Officer acknowledged

that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time or City resources for any non-City purpose. *COIB v. Proctor*, COIB Case No. 2008-274 (2009).

The Board and the New York City Administration for Children's Services ("ACS") concluded a three-way settlement in which a Secretary in the ACS Division of Child Protection was suspended for 16 days by ACS, valued at approximately $2,491.55, for, while on City time, using City resources to work on a variety of private business ventures. The ACS Secretary admitted that, in 2007 and 2008, at times when she was supposed to be doing work for ACS, she used a City computer and her ACS e-mail account to send and receive information regarding a variety of private business ventures, including foreign exchange investments, real estate investments, investment clubs, insurance and pension plan pools, and energy-bill-savings programs. The Secretary acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time and City resources to pursue private activities. *COIB v. Calvin*, COIB Case No. 2008-729 (2009).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") - Office of the Chief Medical Examiner ("OCME") concluded a three-way settlement in which an OCME Mortuary Technician was suspended for ten days by OCME, valued at approximately $1,433, for taking an OCME Morgue Van without agency permission for two hours during the middle of his shift to attend a family member's wake. The Mortuary Technician was not authorized by OCME to drive any agency vehicles. The Mortuary Technician admitted that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using a City resource for a non-City purpose. *COIB v. Purvis*, COIB Case No. 2009-498 (2009).

The Board fined a New York City Department of Education ("DOE") Computer Science Technician $1,250 for using his DOE cellular phone during City time, communicating with his private clients from his DOE e-mail address, and using his DOE cellular telephone number as his contact number in both the e-mails and in an online real estate advertisement he created, all for his private business as a real estate agent. The DOE Computer Science Technician acknowledged that he violated the City's conflicts of interest law, which prohibits a public servant from using any City time or City resources for non-City purposes. *COIB v. Knowles*, COIB Case No. 2008-582 (2009).

The Board fined a former New York City Housing Authority ("NYCHA") Plumbing Supervisor $1,000 for using four hours of City time to work for his private plumbing company. The former NYCHA Plumbing Supervisor acknowledged that he violated the City's conflicts of interest law, which prohibits a public servant from using City time for non-City purposes. *COIB v. Byrne*, COIB Case No. 2008-825 (2009).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement in which a Special Consultant in the DOHMH Bureau of Mental Health was suspended for six days, valued at $1,597, for using City time and City resources to work on a variety of private business ventures. The DOHMH Special Consultant admitted that, at times when she was supposed to be doing work for DOHMH, she

used a City computer and her DOHMH e-mail account to store and send offers for a variety of private business ventures, including real estate short sales, travel packages, and her second job at the Learning Annex. The Special Consultant acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time and City resources to pursue private activities. *COIB v. Miller*, COIB Case No. 2009-227 (2009).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement in which an Associate Staff Analyst, holding an underlying civil service title of Public Health Educator, in the DOHMH Bureau of School Health was suspended for five days by DOHMH, valued at approximately $1,274, for giving two paid lectures which he could have been reasonably assigned to do as part of his DOHMH duties and then communicating about those paid lectures using City technology resources and while on City time. The DOHMH Associate Staff Analyst admitted that he gave two paid lectures on HIV/AIDS to incoming students at The Cooper Union for the Advancement of Science and Art and that he could have been reasonably assigned to deliver these lectures as part of his DOHMH duties. The Associate Staff Analyst further admitted that, at times when he was supposed to be doing work for DOHMH, he used a City computer and his DOHMH e-mail account to communicate with Cooper Union about those lectures. The Associate Staff Analyst acknowledged that his conduct violated the City's conflicts of interest law, which prohibits public servants from receiving compensation from any entity other than the City for performing their official duties and prohibits public servants from using City time and City resources to pursue private activities. *COIB v. Sheiner*, COIB Case No. 2009-177 (2009).

The Board fined a former Community Coordinator at the New York City Administration for Children's Services ("ACS") $2,000 for using City resources and City time to perform work related to his private counseling practice and for appearing before another City agency on behalf of that practice. The former Community Coordinator admitted that, at times he was supposed to be performing work for ACS, he used his City computer and ACS e-mail account to conduct activities related to his private mental health counseling practice. The former Community Coordinator also admitted that he had submitted documentation to the New York City Department of Education ("DOE") in order to be included on a list of providers to be selected by DOE parents to provide services to their children, which services would have been paid for by DOE. The former Director acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time or City resources for any non-City purpose and prohibits a public servant from appearing for compensation before any City agency. In determining the amount of the fine, the Board took into account that the former Community Coordinator had resigned from ACS while related disciplinary charges were pending. *COIB v. Belenky*, COIB Case No. 2009-279 (2009).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement in which a Principal Administrative Associate in the DOHMH Bureau of Correctional Health Service was suspended for seven days by DOHMH, with the approximate value of $1,492, for using City resources on City time to complete an online degree at the University of Phoenix. The DOHMH Principal Administrative Associate admitted that, at times when she was supposed to be doing work for DOHMH, she used a City computer and her DOHMH e-mail account in an amount substantially in excess of the *de minimis* amount permitted by the City of New York's Policy on Limited Personal Use of City

Office and Technology Resources (also known as the "Acceptable Use Policy") to complete an online degree at the University of Phoenix. The Principal Administrative Associate acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time and City resources to pursue private activities. *COIB v. Gabrielsen*, COIB Case No. 2009-192 (2009).

The Board and the New York City Department of Sanitation ("DSNY") concluded a three-way settlement with a DSNY Sanitation Worker who, while on City time, sold unauthorized DSNY merchandise for personal profit from his personal vehicle outside of a DSNY garage. The Sanitation Worker acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time and resources to pursue private activities. The Sanitation Worker was fined 15 work days, valued at $3,822, by DSNY. *COIB v. Guerrero*, COIB Case No. 2008-922 (2009).

The Board and the New York City Human Resources Administration ("HRA") concluded a three-way settlement with an HRA Food Stamps Eligibility Specialist who agreed to an eleven work-day fine, valued at $1,671, to be imposed by HRA, and a $400 fine payable to the Board, for a total financial penalty of $2,071, for using City time and City resources to do work for his private business. The HRA Food Stamps Eligibility Specialist admitted that, at times when he was supposed to be doing work for HRA, he used his City office, computer, e-mail account, and telephone to perform work related to his private process-serving and bankruptcy services business. The Food Stamps Eligibility Specialist acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time and City resources to pursue private activities. *COIB v. Purdie*, COIB Case No. 2008-687 (2009).

The Board issued a public warning letter to a Special Project Coordinator at the New York City Department of Parks and Recreation for, in violation of City's conflicts of interest law: (a) serving as the volunteer President of a not-for-profit organization having business dealings with Parks without the approval of the Parks Commissioner; (b) being directly involved in that not-for-profit's City business dealings, through her solicitation of grants and contracts from the City for the not-for-profit; (c) performing work for the not-for-profit while on City time and using City resources, such as Parks personnel and her Parks office and telephone; and (d) misusing her position to schedule events at Parks facilities for the not-for-profit on terms and conditions not available to other entities. Here, the Board did not pursue further enforcement action against the Special Project Coordinator for her multiple violation of Chapter 68 of the City Charter because her supervisor at Parks had knowledge of and apparently approved her use of City time and resources on behalf of the not-for-profit organization. Nonetheless, the Board took the opportunity of the issuance of this public warning letter to remind public servants that, in order to hold a position at a not-for-profit having business dealings with their own agency, public servants must obtain approval from their agency head, not merely their supervisor, to have that position *and* must have no involvement in the City business dealings of the not-for-profit. Under certain circumstances the Board may grant a waiver of that prohibition, subject to certain conditions, after receiving written approval of the public servant's agency head. However, even with such a waiver, public servants would still not be permitted to use their City positions to obtain a benefit for the not-for-profit with which they have a position – such as obtaining access

to City facilities on terms not available to other not-for-profits. *COIB v. Rowe-Adams*, COIB Case No. 2008-126 (2009).

The Board fined a City Planner for the New York City Department of City Planning ("City Planning") $500 for using a City-owned City Planning vehicle for unauthorized personal purposes. The City Planner admitted that, on a Saturday when she was not working for City Planning, she drove a City-owned vehicle from the City Planning Queens Borough Office to Jersey City, New Jersey, to attend a personal meeting. The City Planner acknowledged that she violated the City's conflicts of interest law, which prohibits a public servant from using a City resource for a non-City purpose. *COIB v. Chen*, COIB Case No. 2008-688 (2009).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement in which a DOHMH Principal Administrative Associate was suspended by DOHMH for five days, valued at $817, for using City resources to do non-City work during times when she was required to be working for DOHMH. The Principal Administrative Associate admitted that, on numerous occasions when she was required to perform services for DOHMH, she used a DOHMH computer and her DOHMH e-mail account to engage in activities related to her private tenant, including e-mailing New York State and City officials seeking assistance with rental issues she was having with her tenant. The Principal Administrative Associate acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time and City resources to pursue non-City business. *COIB v. Pottinger*, COIB Case No. 2009-063 (2009).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement with a Coordinating Manager in the DOHMH Bureau of Health Care Access and Improvement in which the Coordinator Manager was suspended for twenty-five days by DOHMH, with the approximate value of $5,000, for using City time and City resources to perform work relating to her family's import-export business and to complete an online defensive driving course. The DOHMH Coordinating Manager admitted that, at times when she was supposed to be doing work for DOHMH, she used a City computer and her DOHMH e-mail account to prepare, store, and transmit hundreds of documents relating to an import-export business owned by her and her husband. The Coordinating Manager also admitted that, at times when she was supposed to be doing work for DOHMH, she used a City computer to access and to complete an online defense driving course. The Coordinating Manager acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time and City resources to pursue private activities. *COIB v. Bastawros*, COIB Case No. 2009-045 (2009).

The Board fined a former Department of Homeless Services ("DHS") Attorney $2,000 for using her City office during her City work hours to hold a meeting to discuss her professional resume services with a DHS Security Officer, whom she charged to prepare his resume, and using her City computer to send an e-mail message to a DHS employee inquiring if DHS accepted applications for Agency Attorney Intern positions from individuals with a law degree from outside of the United States (the DHS Security Officer with whom the former DHS Attorney met had a law degree from outside the United States). The DHS Attorney also acknowledged that she sent an e-mail message from her personal e-mail account to her work e-

mail account with the DHS security officer's resume and cover letter as attachments. The former DHS Attorney acknowledged that her conduct violated the City's conflicts of interest law, which, among other things: (a) prohibits a public servant from pursuing private activities during times when that public servant is required to perform services for the City; and (b) prohibits a public servant from using City resources for any non-City purpose. After taking into consideration the former DHS Attorney's extraordinary financial hardship, including her current unemployment status, the Board suspended collection of the $2,000 fine. *COIB v. James*, COIB Case No. 2006-462 (2009).

The Board and the Office of the Chief Medical Examiner ("OCME") concluded a three-way settlement with an OCME Mortuary Technician who, in 2008, had a position with Building Services International ("BSI"), which firm contracted with OCME to clean its facilities. The OCME Mortuary Technician acknowledged that by working for BSI, a firm with business dealings with OCME, he violated the City's conflicts of interest law, which prohibits a City employee from having a position with a firm doing business with his agency or, for full-time employees, with any City agency. The OCME Mortuary Technician also acknowledged that, on at least five occasions in April and May 2008, he performed work for BSI during times when he was required to be working for OCME. The OCME Mortuary Technician admitted that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time to pursue private activities. For these violations, the OCME Mortuary Technician agreed to an eleven-day suspension, which has the approximate value of $1,472, to be imposed by OCME. *COIB v. McFadzean*, COIB Case No. 2008-941 (2009).

The Board fined a former New York City Administration for Children's Services ("ACS") Child Protective Specialist $6,626.04 for using her City-issued cellular telephone to make over 1,000 personal telephone calls from June 30 to September 24, 2007, including over 250 long-distance calls to Jamaica, amounting to a $6,126.04 telephone bill for which she failed to reimburse ACS. These telephone calls were made on City time and without authorization from ACS. The Child Protective Specialist acknowledged that her conduct violated the City's conflicts of interest law, which, among other things: (a) prohibits a public servant from using City resources for any non-City purpose; and (b) prohibits a public servant from pursuing private activities during times when that public servant is required to perform services for the City. The $6,626.04 fine imposed by the Board includes restitution of the $6,126.04 incurred in personal telephone bills at ACS and a $500 fine to the Board. However, after taking into consideration the Child Protective Specialist's extraordinary financial hardship, including her current unemployment status, the Board agreed to suspended collection of the fine. *COIB v. Henry*, COIB Case No. 2008-006 (2009).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement in which a DOHMH Supervising Public Health Advisor was suspended by DOHMH for three days, valued at $562, for using City resources to do non-City work during times when he was required to be working for DOHMH. The DOHMH Supervising Public Health Advisor admitted that, on numerous occasions when he was required to perform services for DOHMH, he used a DOHMH computer and his DOHMH e-mail account to engage in activities related to his outside work as a musician, including sending and receiving e-mails to solicit business and advertise performances. The Supervising Public Health Advisor

acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time and City resources to pursue non-City business. *COIB v. J. King*, COIB Case No. 2008-681 (2009).

The Board fined a New York City Department of Education ("DOE") teacher $1,000 for selling a small self-composed framed poem to the parent of a student from her school and attempting to sell five self-composed framed poems to the parent of another student in her class, some of which conduct was done on DOE time. The teacher admitted that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, and prohibits a public servant from using City time for any non-City purpose. In setting the amount of the fine, the Board took into account the teacher's financial hardship, including her significant debt and exhaustion of all her savings on basic living expenses. *COIB v Murrell*, COIB Case No. 2008-481 (2009).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement with a DOHMH Clerical Associate who, while on City time, used City resources to do perform work related to his outside business, a jazz band. The DOHMH Clerical Associate admitted that, on numerous occasions when he was supposed to be doing work for DOHMH, he used a City computer and his DOHMH e-mail account to perform work related to his jazz band, for which work he was compensated. He acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time and City resources to pursue private activities. The Clerical Associate agreed to a three-day suspension and the forfeiture of three days of annual leave, which has the total approximate value of $676, to be imposed by DOHMH. *COIB v. Conton*, COIB Case No. 2008-921 (2009).

The Board fined the Deputy Assistant Director for Technical Services at the New York City Housing Authority ("NYCHA) $2,000 for performing work for his employer while on City time and using his City computer, despite having received written advice from the Board on two occasions advising him that he could not use City time or City resources for any outside employment. (The amount of the fine imposed by the Board reflected the fact that, although the use of City time and resources was limited, the Deputy Assistant Director had been twice notified by the Board in writing that this conduct is prohibited by the conflicts of interest law.) The NYCHA Deputy Assistant Director acknowledged that, while he worked for NYCHA, he also had a part-time position for Gotham Elevator Inspection, and had performed work for Gotham on City time and using his City computer. The Deputy Assistant Director acknowledged that this conduct violated the City's conflicts of interest law, which prohibits any public servant from pursuing private activities during times when that public servant is required to perform services for the City and from using City letterhead, personnel, equipment, resources, or supplies for any non-City purpose. *COIB v. Miraglia*, COIB Case No. 2007-813 (2008).

The Board and the New York City Department of Correction ("DOC"), in a three-way settlement, fined an attorney in the DOC Office of Trials and Litigation $1,800 for, while on City time, using his City computer to store and edit documents related to his private law practice. The

DOC attorney acknowledged that this conduct violated the City's conflicts of interest law, which prohibits any public servant from using City resources or City time to pursue non-City activities. *COIB v. Bryk*, COIB Case No. 2008-760 (2008).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement in which a DOHMH Associate Staff Analyst was suspended for six days without pay, valued at $1,563, for using her City computer and City e-mail during her City work hours to send several e-mail messages to DOHMH employees and vendors promoting her online clothing store. The Associate Staff Analyst acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant and prohibits a public servant from using City time and resources to pursue private activities. *COIB v. Ng-A-Qui,* COIB Case No. 2008-352 (2008).

The Board fined a former New York City Department of Education ("DOE") teacher $1,500 for working for his outside employer during his City work hours. The DOE teacher acknowledged that, on twenty-one occasions from in or around February 2006 through May 2007, he left prior to the end of his scheduled teaching hours in order to work for at his second job as a baseball coach. The teacher further acknowledged that in or around May 2007, on two occasions, he called in sick to DOE and on the same day reported to work for his outside employer. The teacher acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time to pursue non-City activities. *COIB v. DeFabbia,* COIB Case No. 2007-670 (2008).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement with a DOHMH Clerical Associate III who, while on City time, used City resources to do work on her private writing, which writing she intended to be commercially published. The DOHMH Clerical Associate admitted that, on numerous occasions when she was supposed to be doing work for DOHMH, she used a City computer and her DOHMH e-mail account to engage in activities related to the writing, editing, and possible publication of multiple works of fiction. She acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time and City resources to pursue private activities. The Clerical Associate agreed to an eight-day suspension, which has an approximate value of $1,003.76, to be imposed by DOHMH. *COIB v. Adkins*, COIB Case No. 2008-543 (2008).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement with a Competitive Stock Worker who used City time and City resources to pursue private activities related to the operation of a not-for-profit organization with which the Competitive Stock Worker held a position. The Competitive Stock Worker admitted that, on numerous occasions when he was supposed to be doing work for DOHMH, he used a City computer and his DOHMH e-mail account to engage in activities related to the operation of a not-for-profit organization that he served as Vice President. He acknowledged that his use of City time and City resources was beyond the *de minimis* amount permitted by the City of New York's Policy on Limited Personal Use of City Office and

Technology Resources (also known as the "Acceptable Use Policy") and that his conduct thus violated the City's conflicts of interest law, which prohibits a public servant from using City time and City resources to pursue private activities. The Competitive Stock Worker agreed to a five work-day fine, which has an approximate value of $623, to be imposed by DOHMH. *COIB v. Wordsworth*, COIB Case No. 2008-585 (2008).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement with a Public Records Aide who used City time and City resources to engage in activities related to his private business. The Public Records Aide admitted that he used a DOHMH computer and his DOHMH e-mail account to send and receive e-mail correspondence related to his outside work promoting and planning entertainment events. The Public Records Aide acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time and City resources to pursue private activities. The Public Records Aide agreed to a five work-day fine, which has an approximate value of $550, to be imposed by DOHMH. *COIB v. Miller*, COIB Case No. 2008-536 (2008).

The Board issued a public warning letter to a Forensic Anthropologist at the New York City Office of the Chief Medical Examiner ("OCME") who used City time and City resources – specifically his OCME telephone, computer, and e-mail – in furtherance of his work on three commercial academic books. The Chief Medical Examiner at OCME had previously sought the Board's advice as to whether, among other things, the Forensic Anthropologist could contract to write books with two different publishers in light of his OCME position, and the Board advised that such work was permissible, provided that the Forensic Anthropologist not perform such work on OCME time or using OCME resources. The Board determined not to pursue further enforcement action in light of the fact that the Forensic Anthropologist reported his own conduct to the Board. The Board further took the opportunity of this public warning letter to remind public servants that the City's conflicts of interest law prohibits public servants from using City time or City resources for the non-City purpose of pursuing any outside employment or financial interest. *COIB v. Adams*, COIB Case No. 2008-370 (2008).

The Board and the New York City Department of Sanitation ("DSNY") concluded a three-way settlement in which a Sanitation Worker was suspended for 4 days without pay, valued at $974, and fined 26 work days, valued at $6,332, for working for his outside employer on City time while wearing his DSNY uniform. The Sanitation Worker acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time and City resources to pursue private activities. *COIB v. Passaretti*, COIB Case No. 2008-217 (2008).

The Board and the New York City Department of Sanitation ("DSNY") concluded a three-way settlement with a Sanitation Worker who received a thirty work-day fine, valued at $7,307, to be imposed by DSNY, for working for his outside employer while on City time and using a DSNY vehicle. The Sanitation Worker admitted that he engaged in outside employment as a private security supervisor during his scheduled tour of duty with DSNY and while using his DSNY vehicle. The Sanitation Worker acknowledged that his conduct violated the City's

conflicts of interest law, which prohibits a public servant from using City time and City resources to pursue private activities. *COIB v. Lowry*, COIB Case No. 2008-295 (2008).

The Board and the New York City Department of Sanitation ("DSNY") concluded fifty-two three-way settlements with Sanitation Workers, and the Board concluded two separate settlements with former Sanitation Workers, who, while on City time and using their DSNY trucks, collected scrap metal for their private benefit. Scrap metal is a valuable recyclable that DSNY collects as part of the City-wide recycling program and for which DSNY has contracted with a private entity to accept, process, and/or sell. Instead of collecting this valuable recyclable for the City, the fifty-four Sanitation Workers sold the scrap metal for their personal benefit. Each Sanitation Worker acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant and from using City time or City letterhead, personnel, equipment, resources, or supplies for any non-City purpose. The Board and DSNY, in their three-way settlements, fined each of the fifty-two Sanitation Workers a suspension of five to thirty days, valued at $892 to $7,410, to be imposed by DSNY. The Board, in its separate settlements, fined the two former Sanitation Workers $1,500 each. *COIB v. Arzuza*, COIB Case No. 2007-436 (2008), *COIB v. Baerga*, COIB Case No. 2007-436a (2008), *COIB v. Baldi*, COIB Case No. 2007-436b (2008), *COIB v. Barone*, COIB Case No. 2007-436c (2008), *COIB v. Belluci*, COIB Case No. 2007-436d (2008), *COIB v. Bostic*, COIB Case No. 2007-436e (2008), *COIB v. Bracone*, COIB Case No. 2007-436f (2008), *COIB v. Branaccio*, COIB Case No. 2007-436g (2008), *COIB v. Carmenaty*, COIB Case No. 2007-436h (2008), *COIB v. Castro*, COIB Case No. 2007-436i (2008), *COIB v. Cato*, COIB Case No. 2007-436j (2008), *COIB v. Colorundo*, COIB Case No. 2007-436k (2008), *COIB v. Congimi*, COIB Case No. 2007-436l (2008), *COIB v. Cutrone*, COIB Case No. 2007-436m (2008), *COIB v. Damers*, COIB Case No. 2007-436n (2008), *COIB v. Desanctis*, COIB Case No. 2007-436o (2008), *COIB v. L. Dixon*, COIB Case No. 2007-436p (2008), *COIB v. Drogsler*, COIB Case No. 2007-436q (2008), *COIB v. Gallo*, COIB Case No. 2007-436r (2008), *COIB v. Garcia*, COIB Case No. 2007-436s (2008), *COIB v. Georgios*, COIB Case No. 2007-436t (2008), *COIB v. Grey*, COIB Case No. 2007-436u (2008), *COIB v. Harley*, COIB Case No. 2007-436v (2008), *COIB v. Hayden*, COIB Case No. 2007-436w (2008), *COIB v. Jaouen*, COIB Case No. 2007-436x (2008), *COIB v. Kane*, COIB Case No. 2007-436 y(2008), *COIB v. Keane*, COIB Case No. 2007-436z (2008), *COIB v. Kopczynski*, COIB Case No. 2007-436aa (2008), *COIB v. Lagalante*, COIB Case No. 2007-436bb (2008), *COIB v. Lampasona*, COIB Case No. 2007-436cc (2008), *COIB v. La Rocca*, COIB Case No. 2007-436dd (2008), *COIB v. La Salle*, COIB Case No. 2007-436ee (2008), *COIB v. MacDonald*, COIB Case No. 2007-436ff (2008), *COIB v. A. Mann*, COIB Case No. 2007-436gg (2008), *COIB v. C. Mann*, COIB Case No. 2007-436hh (2008), *COIB v. Mastrocco*, COIB Case No. 2007-436ii (2008), *COIB v. McDermott*, COIB Case 2007-436 jj (2008), *COIB v.McMahon*, COIB Case No. 2007-436kk (2008), *COIB v. A. Morales*, COIB Case No. 2007-436ll (2008), *COIB v. J. Morales*, COIB Case No. 2007-436mm (2008), *COIB v. Moscarelli*, COIB Case No. 2007-436nn (2008), *COIB v. Prendergrast*, COIB Case No. 2007-436oo (2008), *COIB v. Puhi*, COIB Case No. 2007-436pp (2008), *COIB v. Ruocco*, COIB Case No. 2007-436qq (2008), *COIB v. Smith*, COIB Case No. 2007-436rr (2008), *COIB v. Stephenson*, COIB Case No. 2007-436ss (2008), *COIB v. Sterbenz*, COIB Case No. 2007-436tt (2008), *COIB v. Taylor*, COIB Case No. 2007-436uu (2008), *COIB v. R. Torres*, COIB Case No.

2007-436vv (2008), *COIB v. Valerio*, COIB Case No. 2007-436ww (2008), *COIB v. Wallace*, COIB Case No. 2007-436xx (2008), *COIB v. Williams*, COIB Case No. 2007-436yy (2008), *COIB v. Zaborsky*, COIB Case No. 2007-436zz (2008), *COIB v. Guifre*, COIB Case No. 2007-436ab (2008), *COIB v. Sullivan*, COIB Case No. 2007-436ac (2008), *COIB v. Pretakiewicz*, COIB Case No. 2007-436ae (2008).

The Board fined the former Director of the Call Center for the New York City Department of Health and Mental Hygiene ("DOHMH") $7,500 for, among other things, performing work for a not-for-profit organization for which she served as an unpaid Member and Vice-Chair of the Board of Directors – and in that capacity had often functioned as the organization's *de facto* (although unpaid) Executive Director – while on City time and using City resources, such as her DOHMH computer, e-mail account, and telephone. The former Director further acknowledged that she performed a substantial amount of work for the organization, both related and unrelated to its business dealings with the City and DOHMH, on City time using her DOHMH telephone, computer, and e-mail account. The former Director acknowledged that this conduct violated the conflicts of interest law's prohibition against using City time or City letterhead, personnel, equipment, resources, or supplies for any non-City purpose. *COIB v. Harmon*, COIB Case No. 2008-025 (2008).

The Board and the New York City Department of Education ("DOE") concluded a three-way settlement in which the Executive Director of the DOE Human Resource Connect employee service center was fined $1,000 for using City time and resources to perform work related to his duties as the Mayor of the Township of River Vale, New Jersey. The Executive Director acknowledged that, over a three-and-one-half-month period, he made approximately 76 long-distance calls on his DOE telephone on DOE time related to his duties as the Mayor of the Township of River Vale, for which position he earned an annual stipend. He acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from pursuing personal activities while on City time and from using City letterhead, personnel, equipment, resources, or supplies for any non-City purpose. *COIB v. Blundo*, COIB Case No. 2007-636 (2008).

The Board and the New York City Human Resources Administration ("HRA") concluded a three-way settlement with an HRA Computer Specialist who, during his City work hours, used HRA technology resources to perform work unrelated to his HRA duties. The HRA Computer Specialist admitted that, to further his outside activities as a professional singer, he used his HRA computer to create and store numerous documents and he used the HRA e-mail system to send numerous e-mails. He admitted that he posted on his personal website his HRA e-mail address and that he provided his HRA telephone number as his contact number in e-mail correspondence about his singing. The Computer Specialist acknowledged that his conduct violated the City's conflicts of interest law, which prohibits any public servant from pursuing private activities during times when that public servant is required to perform services for the City, and from using City resources for a non-City purpose, such as conducting a private business. The HRA Computer Specialist agreed to receive a five work-day pay fine, valued at approximately $1,795, from HRA and to pay a $500 fine to the Board, for a total financial penalty of $2,295. *COIB v. Childs*, COIB Case No. 2006-775 (2008).

The Board fined a former Supervisory Engineer with the New York City Department of Environmental Protection ("DEP") $1,000 for performing work for his private engineering practice while on City time. The DEP Supervisory Engineer acknowledged that, while he worked for DEP, he also had a private general engineering practice, and had performed work for that practice for four different clients while on City time. The Supervisory Engineer acknowledged that this conduct violated the City's conflicts of interest law, which prohibits any public servant from pursuing private activities during times when that public servant is required to perform services for the City. *COIB v. Rider*, COIB Case No. 2008-106 (2008).

The Board fined a Patrol Supervisor for the New York City Police Department ("NYPD") $1,250 for running his private business on City time, using City resources, and making a sale on behalf of that business to a subordinate. The Patrol Supervisor acknowledged that he was an owner and partner in All American Tent Company, and that he used City time and City resources, specifically his City telephone, NYPD computers, and papers, to conduct business for All American Tent Company. The Patrol Supervisor also acknowledged that he entered into a financial transaction on behalf of All American Tent Company with an NYPD Police Officer in his command, to provide a tent and chair rental service at the Officer's home. The Patrol Supervisor acknowledged that this conduct violated the City's conflicts of interest law, which prohibits, among other things, any public servant from pursuing private activities during times when that public servant is required to perform services for the City, using City resources for any non-City purpose, and entering into a financial relationship with the public servant's superior or subordinate. *COIB v. Murano*, COIB Case No. 2004-530 (2008).

The Board and the New York City Human Resources Administration ("HRA") concluded a three-way settlement in which an HRA Associate Staff Analyst was suspended for 30 days without pay, valued at $4,550, for using his City computer to do work for his private real estate business during his City work hours. The Associate Staff Analyst acknowledged that, from September through November 2005, he used his HRA office computer to do work for his private real estate business, while on City time. The Associate Staff Analyst acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from using City resources, such as one's City computer, for any non-City purpose. *COIB v. Tulce*, COIB Case No. 2007-039 (2007).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement with a DOHMH Community Associate, who used his position to promote his mother's business and to make his own sales of child safety equipment, in violation of the City's conflicts of interest law and DOHMH's Standards of Conduct Rules. The Community Associate acknowledged that at DOHMH-sponsored orientation sessions that he conducted, he referred prospective Family Day Care Center ("FDC") providers to a training program run by a company owned and operated by his mother. On occasion, after these DOHMH-sponsored training sessions, the Community Associate would sell child safety equipment to prospective FDC providers and distribute his equipment supply list to them. Additionally, the Community Associate used his City computer and City e-mail account to send e-mails on City time to promote his mother's company. The Community Associate acknowledged that this conduct violated the City's conflicts of interest law and DOHMH's Standard of Conduct Rules, which prohibit a public servant from using or attempting to use his

or her position as a public servant to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, and from using City resources or City time for any non-City purpose. Given that the Community Associate had been previously warned that this conduct violated that City's conflicts of interest law, the Board and DOHMH imposed the following penalties: (a) $2,000 fine; (b) 21-day suspension, valued at $1,971; (c) reassignment to another position at DOHMH; (d) placement on probation for one year; and (e) agreement that any further violation of the City's conflicts of interest law while at DOHMH will result in immediate termination. *COIB v. Lastique*, COIB Case No. 2003-200 (2007).

The Board adopted the Report and Recommendation of Administrative Law Judge Alessandra Zorgniotti at the Office of Administrative Trial and Hearings ("OATH"), issued after a full trial of this matter on the merits, that a former Human Resources Administration ("HRA") Captain used an HRA vehicle for personal travel on numerous instances including during his City work hours. The OATH ALJ found, and the Board adopted as its own findings, that between October 2003 and June 2004, the HRA Captain misused a City van on various occasions for personal travel by logging excessive mileage on the van both during and after work hours. The former HRA Captain's misuse of his City van included traveling over 400 miles on personal business, logging excessive mileage for travel between work locations, receiving a ticket while using his City van after work hours, using his City van to travel to Court on City time to defend the ticket he received while not on agency-related business, and being involved in a motor vehicle accident while using his City van on a vacation day. The OATH ALJ found, and the Board adopted as its own findings, that this conduct violated the City's conflicts of interest law, which prohibits public servants from using City resources for any non-City purpose and from pursuing non-City business on City time. The Board fined the former HRA Captain $5,000. *COIB v. W. Allen*, OATH Index No. 1791/07, COIB Case No. 2006-411 (Order Sept. 11, 2007).

The Board fined a Staff Analyst with the New York City Human Resources Administration ("HRA") $500 for conducting his private business on City time. The Staff Analyst acknowledged that by selling a co-worker a plane ticket, providing her with a trip itinerary, and making calls to an outside tour company on City time, he violated the City's conflicts of interest law, which prohibits any public servant from pursuing private activities during times when that public servant is required to perform services for the City. *COIB v. Greenidge*, COIB Case No. 2006-461 (2007).

The Board and the New York City Human Resources Administration ("HRA") concluded a three-way settlement in which an HRA Administrative Staff Analyst was fined 30-days' pay, valued at $7,742, for using her City computer and telephone to do work for her private real estate business during her City work hours. The Administrative Staff Analyst acknowledged that, from September 2005 through September 2006, she used her HRA office computer and telephone to do work for her private real estate business, while on City time. The Administrative Staff Analyst acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from pursuing private activities during times when that public servant is required to perform services for the City and from using City resources, such as one's City computer, for any non-City purpose. *COIB v. Glover*, COIB Case No. 2007-056 (2007).

The Board and the New York City Department of Design and Construction ("DDC") concluded a three-way settlement with a DDC Administrative Architect for using City time and resources to perform work for his private architectural business, in violation of Chapter 68 of the New York City Charter and DDC Rules and Procedures. The DDC Administrative Architect acknowledged that, from June 1997 through June 2004, he used his City telephone while on City time to make over 2,000 calls related to a private architectural practice that he owned and operated. The DDC Administrative Architect acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from pursuing personal activities while on City time and from using City letterhead, personnel, equipment, or supplies for any non-City purpose. The Board and DDC fined the DDC Administrative Architect $2,000, and he agreed to retire from City and DDC employment effective July 31, 2007. *COIB v. Cetera*, COIB Case No. 2005-200 (2007).

The Board and the New York City Department of Homeless Services ("DHS") suspended a DHS Administrative Director of Social Services for five days, valued at $1,273.25, and fined her $3000, for making multiple sales of consumer goods, such as clothing, shoes, pocketbooks, cosmetics, and household items, to her DHS subordinates for a profit, while on City time and out of her DHS office. The Administrative Director acknowledged that this conduct violated the City's conflicts of interest law, which, among other things: (a) prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant; (b) prohibits a public servant from entering into a financial relationship with his/her superior or subordinate; (c) prohibits a public servant from pursuing private activities during times when that public servant is required to perform services for the City; and (d) prohibits a public servant from using City resources, such as one's City office, for any non-City purpose. *COIB v. Amoafo-Danquah*, COIB Case No. 2006-460 (2007).

The Board and the New York City Department of Sanitation ("DSNY") concluded a three-way settlement with a former DSNY Assistant Commissioner for running a private travel agency and for working on the 2001 Hevesi for Mayor campaign, both on City time and both involving the Assistant Commissioner's subordinates. The former DSNY Assistant Commissioner acknowledged that while he was Assistant Commissioner, he owned a travel agency and sold airline tickets to at least 30 DSNY employees while on City time, including to his superiors and subordinates, and also distributed promotional materials for his travel agency to DSNY employees, including to his superiors and subordinates, while on City time, in violation of the City's conflicts of interest law, which prohibits any public servant from pursuing private activities during times when that public servant is required to perform services for the City and prohibits a public servant from entering into a financial relationship with his superior or subordinate. The former DSNY Assistant Commissioner further acknowledged that he made campaign-related telephone calls for and recruited subordinates to work on the Hevesi for Mayor Campaign in 2001, in violation of the City's conflicts of interest law, which prohibits a public servant from pursuing private activities on City time and from using City resources, such as the telephone, for a non-City purpose, and also prohibits a public servant from even requesting any subordinate public servant to participate in a political campaign. The Board fined the former Assistant Commissioner $2,000. *COIB v. Russo*, Case No. 2001-494 (2007).

The Board fined a former Administrative Staff Analyst for the New York City Housing Authority ("NYCHA") $2,000 for using City time and resources to perform work for several not-for-profit organizations unrelated to her NYCHA employment. The former Administrative Staff Analyst acknowledged that, over a six-month period, she made and received over 1,500 telephone calls on her NYCHA telephone, during City time, and, over a four-month period, sent and received over 380 e-mails using her NYCHA e-mail account, also during City time, connected with her work for a number of not-for-profit organizations unrelated to her City employment. She acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from pursuing personal activities while on City time and from using City letterhead, personnel, equipment, resources, or supplies for any non-City purpose. *COIB v. Tarazona*, COIB Case No. 2006-064 (2007).

The Board and the New York City Department of Design and Construction ("DDC") concluded a three-way settlement with a DDC Project Manager for performing work for a private employer while on City time and for making false entries on DDC timesheets and expense reports. The DDC Project Manager acknowledged that he held a part-time job for a private employer, for which he had not obtained DDC permission, and acknowledged that he performed work for that private employer while on City time, in violation of the City's conflicts of interest law, which prohibits any public servant from pursuing private activities during times when that public servant is required to perform services for the City. The DDC Project Manager further acknowledged that he had made false entries onto DDC timesheets and DDC monthly personal expense forms, for the purpose of obtaining reimbursement for travel expenses which he did not incur, in violation of DDC Rules and Procedures. The Board and DDC fined the DDC Project Manager 18 days of annual leave, valued at approximately $1,000, an additional $1,000, and he agreed to retire from City and DDC employment no later than February 28, 2007. *COIB v. Bayer*, COIB Case No. 2006-635 (2007).

The Board and the New York City Human Resources Administration ("HRA") concluded a three-way settlement in which an HRA civil service caseworker was suspended for 45 workdays, valued at approximately $6,224, for using her HRA cell phone to make excessive personal calls. The caseworker made calls on her HRA cell phone totaling approximately $2,422 from November 2003 through March 2004, and approximately $1,829 from April 2004 through June 2004. Of that amount, the caseworker only repaid HRA $450. The caseworker acknowledged that her conduct violated the New York City's conflicts of interest laws, which prohibit a public servant from using his or her position as a public servant to obtain any financial gain for the public servant or any person or firm associated with the public servant; pursuing personal and private activities during times when the public servant is required to perform services for the City; or using City letterhead, personnel, equipment, resources, or supplies for non-City purposes. *COIB v. Tyner*, COIB Case No. 2006-048 (2006).

The Board and the Department of Design and Construction ("DDC") concluded a settlement with a DDC Project Manager who admitted that from January 2004 to September 2004, he made or received over 2,000 calls on his DDC telephone. These calls were mostly conference calls related to his private business. The Project Manager also admitted that he used City resources to produce business flyers on which he listed his DDC telephone number. He

acknowledged that his conduct violated the City's conflicts of interest law, which prohibits public servants from misusing City time and resources for any non-City purpose, and agreed to pay a fine of $3,000 to the Board and to serve a 25-day suspension without pay, which is worth another $3,000. *COIB v. Carroll,* COIB Case No. 2005-151 (2005).

The Board fined a former school custodian at the New York City Department of Education ("DOE") $1,000 for using personnel and equipment paid for by DOE for his private business. For nearly two years while he was working as a school custodian, the custodian was the director of a private entity that offers tutoring services to law students. On several occasions, the custodian directed his secretary, who was paid with DOE funds, to type and edit documents, using DOE equipment, related to his private business. His secretary performed this work during times when she was required to work on matters relating to custodial services for the school. The custodian also used a DOE telephone in the custodian's office during his DOE workday to make telephone calls related to his private business. The custodian acknowledged that his conduct violated the City's conflicts of interest law, which prohibits public servants from misusing City time and resources for any non-City purpose. *COIB v. Power*y, COIB Case No. 2004-466 (2005).

The Board concluded a settlement with a former Department of Education ("DOE") Local Instructional Superintendent in Region 2, who, using a DOE computer, e-mailed his brother's resume to all principals in Region 2, including principals whom he supervised. One of the principals complained about the e-mail to the superintendent's DOE superior. The superintendent's brother was offered an interview because of the e-mail circulated among the principals in Region 2, but did not pursue the employment opportunity. Approximately three months before the superintendent e-mailed his brother's resume to his DOE subordinates, DOE Chancellor Joel I. Klein had circulated throughout DOE a newsletter entitled "The Principals' Weekly," in which the Chancellor reminded DOE employees and officials that the City's conflicts of interest law and the Chancellor's Regulations prohibit DOE employees from having any involvement with the hiring, employment, or supervision of relatives. The superintendent acknowledged that his conduct violated the New York City conflicts of interest law, which prohibits public servants from misusing City time and resources for any non-City purpose and from taking advantage of their City position to benefit someone with whom the public servant is associated. The City Charter defines a brother as a person who is associated with a public servant. The Board fined the superintendent $1,000, which took into account the fact that he had tried to recall his e-mail when advised that someone had complained and that he self-reported his conduct to the Board. *COIB v. Genao,* COIB Case No. 2004-515 (2005).

The Board fined a New York City Department of Sanitation ("DSNY") electrical engineer $2,000 for using City time and his DS computer to store and maintain inspection reports and client files related to his private building inspection and consulting services business. The Engineer maintained on his DSNY computer folders that contained files relating to his private business for each year from 1995 to 2002. The eight folders contained an average of one hundred and thirty-seven files, which files the engineer edited on a regular basis, sometimes during his City workday. The engineer acknowledged that his conduct violated the City's conflicts of interest law, which prohibits public servants from misusing City time and resources for any non-City purpose. The Board fined the engineer $2,000 after taking into consideration

his forfeiture of $3,915 worth of leave time to DSNY in an agency disciplinary proceeding. *COIB v. Roy Thomas*, COIB Case No. 2003-127 (2005).

The Board and the New York City Department of Education ("DOE") concluded a settlement with an Interim Acting Principal. The principal paid a $900 fine (half to the Board and half to the DOE) for arranging with her subordinate to transport the principal's children from school on City time. The subordinate used her own vehicle, and the fine was twice the amount the principal saved on the van service she would have hired for the five months she used the subordinate to transport her children. Officials may not use City employees to perform their personal errands. *COIB v. McKen*, COIB Case No. 2004-305 (2004).

The Board concluded a settlement with the Commissioner of New York City Department of Records and Information Services ("DORIS"). The Commissioner agreed to pay a fine of $1,000 and acknowledged that he had used DORIS records to conduct genealogy research for at least four private clients, in violation of City Charter provisions and Board Rules that prohibit public servants from using City office for private gain and from misusing City time and resources for non-City purposes. In the settlement, the Commissioner acknowledged that he violated the Board's advice and his own written representations to the Board when he used DORIS records for private clients, by supplying them with DORIS marriage, birth, and death records or identifying information needed for such records, as well as DORIS photographs. He charged his clients $25-$75 per hour for his time performing archival research, primarily in the National Archives and the New York Public Library. Although his invoices did not show any breakdown of the time he devoted to searching DORIS records for private clients, the Commissioner stated that he did not charge a fee to his clients relating to DORIS records or time spent searching for DORIS records. He also acknowledged that when he sometimes deferred or waived DORIS fees in the exercise of official discretion, the "mixture of [his] private interest and [his] public duties could be construed as a conflict of interest," given his official access to DORIS records. The Commissioner stated further that while he received fees for his private work, he never cleared a profit from his private work, and has ceased that private work and dissolved the company. The Board took the occasion of this Disposition to remind City officials to take care to separate their private business matters from their official City work and to seek Board advice if their circumstances change or the manner in which they intended to conduct their City and private jobs begins to differ from the reality of their daily work. High-level officials have a special obligation to set an example of honesty and integrity for the City workforce. *COIB v. Andersson*, COIB Case No. 2001-618 (2004).

The Board and the New York City Board of Education ("BOE") concluded a settlement with the Executive Director of the Office of Parent and Community Partnerships at BOE. The Executive Director, who agreed to pay an $8,000 fine, misused her City position habitually by directing subordinates to work on projects for her church and for a private children's organization, on City time using City copiers and computers. She also had BOE workers do personal errands for her. The Executive Director admitted that over a four-year period, she had four of her BOE subordinates perform non-City work at her direction, including making numerous copies, typing, preparing financial charts and spreadsheets and a contacts list, stuffing envelopes, e-mailing, working on brochures, typing a college application for one of her children, and running personal errands for her. The subordinates performed this non-City work for her on

City time and using City equipment. These subordinates believed that their jobs with the City could be jeopardized if they refused to work on her non-BOE matters. One temporary worker sometimes fell behind in his BOE work when the Executive Director directed him to make her private work a priority. BOE funded overtime payments to the temporary worker when he stayed to finish his BOE work. The Executive Director acknowledged that she violated City Charter provisions and Board Rules that prohibit public servants from misusing their official positions to divert City workers from their assigned City work and misapplying City resources for their private projects. *COIB v. Blake-Reid*, COIB Case No. 2002-188 (2002).

The Board fined the New York City Human Resources Administration ("HRA") Commissioner $6,500 for hiring his business associate as First Deputy Commissioner of HRA, without seeking or obtaining a waiver from the Board, for using his Executive Assistant to perform tasks for Turner's private consulting company, as well as for using his City title on a fax cover sheet (on one occasion inadvertently), using City time, phone, computer, and fax machine for his private consulting work, and renting an apartment for over a year from his subordinate, the First Deputy Commissioner. These acts violated rules intended to eliminate coercion and favoritism in government and to prevent misuse of government workers and equipment for personal gain. *COIB v. Turner*, COIB Case No. 1999-200 (2000).

The Board fined a former housing inspector for working at a gas station in New Jersey at times when he was required to inspect buildings in New York. The fine was $250, which ordinarily would have been higher, but took into account the fact that inspector John Lizzio had agreed to resign from the City's Department of Housing Preservation and Development. This was the first prosecution of abuse of City time under Board Rules § 1-13, which prohibits City employees from engaging in personal and private activities on City time, absent approval from their agency head and the Board. *COIB v. Lizzio*, COIB Case No. 2000-254 (2000).

A sewage treatment worker at the Department of Environmental Protection ("DEP") entered into a three-way settlement with COIB and DEP in a case where he admitted using DEP equipment to service a private wastewater facility where he was moonlighting and agreed to pay an $800 fine. *COIB v. Carlin*, COIB Case No. 1999-250 (2000).

The Board fined a former employee of the City Commission on Human Rights $500 for using Human Rights Commission letterhead, typewriters, and office facilities for his own private clients. As a Human Rights employee, he wrote four letters on behalf of his private clients on Commission letterhead to agencies such as the U.S. Veterans Administration and a U.S. Consulate. He also listed his agency telephone number as the contact number on these letters. Finally, he admitted using his Human Rights office to meet with a private client during his City work hours to discuss the client's case and to receive payment from the client. He admitted violating City Charter §§ 2604(b)(2) and 2604(b)(3). The fine would ordinarily have been substantially higher, but reflected the fact that the Human Rights employee is retired and ill and has very limited financial means. *COIB v. Davila*, COIB Case No. 1994-82 (1999).

MISUSE OF CITY RESOURCES

- **Relevant Charter Sections:** City Charter § 2604(b)(2)
- **Relevant Board Rules:** Board Rules § 1-13(b)[5]

The Supervisor of Plumbers at Kings County Hospital Center ("KCHC"), an employee of New York City Health + Hospitals ("H+H"), paid a $3,000 fine for, between November 2010 and September 2011, during his H+H work hours, using his H+H computer to access, modify, maintain, save, and/or store five files related to his private plumbing business and using his H+H email account to send and receive approximately forty-eight emails relating to the operations of that business. The Supervisor of Plumbers also violated City Charter § 2604(b)(14) by purchasing a motor vehicle from one of his subordinates, a KCHC Plumber. *COIB v. Cook*, COIB Case No. 2016-388 (2016). The subordinate KCHC Plumber paid a $450 fine to the Board for violating § 2604(b)(14) by selling a vehicle to his superior. *COIB v. Bosco*, COIB Case No. 2016-388b (2016).

In a joint settlement with the New York City Department of Environmental Protection ("DEP"), a DEP Engineering Technician admitted to stealing multiple DEP computers, the total purchase price of which was over $3,000, and agreed to resign his DEP employment and accept DEP's prior imposition of a thirty-nine (39)-day unpaid suspension valued at approximately $9,224.32. The penalty took into account that the Engineering Technician had previously paid $600 in restitution to DEP pursuant to a Kings County Superior Court Disposition to resolve related criminal charges. *COIB v. Deokarran*, COIB Case No. 2016-683 (2016).

In a joint settlement with the New York City Department of Environmental Protection ("DEP"), a DEP Engineering Technician, admitted to using multiple DEP-issued gasoline cards to purchase $3,167.21 worth of gasoline for personal, non-City purposes, and agreed to: (1) resign his DEP employment; (2) accept DEP's prior imposition of a thirty (30)-day unpaid suspension valued at approximately $2,968.90; and (3) pay $3,167.21 in restitution to DEP. The City's conflicts of interest law prohibits public servants from using City funds for non-City purposes. *COIB v. Mingo-Bellony*, COIB Case No. 2016-416 (2016).

In a joint settlement with the New York City Department of Parks and Recreation ("DPR"), a DPR Recreational Specialist forfeited ten days of annual leave, valued at approximately $1,578, for, without authorization from DPR, removing a PlayStation 4 game console from DPR's Red Hook Recreation Area and keeping it at his home for approximately six weeks while he was on a leave of absence. The Recreational Specialist returned the PlayStation 4 when asked to do so by his supervisor. The City's conflicts of interest law prohibits public

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[5] City Charter § 2604(b)(2) states: "No public servant shall engage in any business, transaction or private employment, or have any financial or other private interest, direct or indirect, which is in conflict with the proper discharge of his or her official duties."

Board Rules § 1-13(b) states in relevant part: "it shall be a violation of City Charter § 2604(b)(2) for any public servant to use City letterhead, personnel, equipment, resources, or supplies for any non-City purpose."

servants from using City resources for personal, non-City purposes. *COIB v. DeBerry*, COIB Case No. 2016-222 (2016).

The Board fined a New York City Police Department ("NYPD") Lieutenant $800 for twice using his assigned NYPD vehicle to transport an unauthorized passenger and, on several other occasions, using his assigned NYPD vehicle for a personal, non-City purpose. The City's conflicts of interest law prohibits using City resources, such as a City vehicle, for any non-City purpose. *COIB v. Murtha*, COIB Case No. 2015-656 (2016).

The Board fined a New York City Department of Education ("DOE") Teacher $150 for using one of her students to help her cook and clean up after preparing a dinner in her school's kitchen for her church, for which she paid the student $10, and for using a number of students to help her package a cake that she sold to a colleague for $100. The Teacher acknowledged that, by using her students to assist her with her personal and business activities she violated City Charter § 2604(b)(3), which prohibits a public servant from using or attempting to use his or her position to obtain any financial gain or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant. The Teacher further acknowledged that by using the school's classroom and kitchen to package a cake for sale and prepare a meal for a private event, she used City resources for personal, non-City purposes in violation of City Charter § 2604(b)(2), pursuant to Board Rules § 1-13(b). *COIB v. Watson*, COIB Case No. 2016-335 (2016).

The Board fined five current and former New York City Department of Education ("DOE") employees who abused DOE procurement credit cards ("P-cards") by making purchases in contravention of DOE policy and without a City purpose. The five current and former DOE employees worked in the now-defunct Children First Network ("CFN") system, and each acknowledged that he or she misused City resources in violation of the City's conflicts of interest law by using DOE funds without a City purpose for expenses expressly prohibited by DOE. A former CFN Network Leader paid a $1,500 fine for using his P-card to pay for $79.59 worth of personal food and drink and for a $3,655 celebratory, end-of-year dinner for 27 principals, assistant principals, and himself, at a cost of $130.54 per person. *COIB v. D. Jones*, COIB Case No. 2016-054b (2016). An Administrative Educational Analyst paid a $2,500 fine for, while he was a CFN Deputy Cluster Leader, using his P-card to pay for $495.95 worth of personal food and drink (COIB Case No. 2016-054c). *COIB v. Fagan*, COIB Case No. 2016-054c (2016). An Administrative Educational Analyst paid a $750 fine for, while he was a CFN Director Operations, using his P-card, with the encouragement of his superior, to pay a total of $4,110 for a $114.17-per-person, end-of-year celebratory event attended by 36 DOE employees, including his superior and himself, at Red Rooster restaurant that included a live jazz performance and lecture on jazz. *COIB v. Manner*, COIB Case No. 2016-054d (2016). The former CFN Network Leader who was the superior of the Director of Operations paid a $1,000 fine for permitting his subordinate to use DOE funds to pay for the celebratory event at Red Rooster. *COIB v. Feigelson*, COIB Case No. 2016-054e (2016). An Administrative Educational Analyst paid a $500 fine for, while she was a CFN Director of Operations, using her P-card to pay $1,858 for a $53.08-per-person meal at a restaurant. regulations. *COIB v. Rachelson*, COIB Case No. 2016-054h (2016).

The Board and New York City Administration for Children's Services ("ACS") concluded a joint settlement with an Administrative Staff Analyst who accepted a six-workday suspension, valued at $1,704, for showing his ACS identification card to two ACS employees present at a family court proceeding involving one of the Administrative Staff Analyst's close family members for the purpose of inquiring and complaining about the case. The City's conflicts of interest law prohibits public servants from using a City resource – which includes their City identification – for any personal, non-City purpose. *COIB v. Binyaminov*, COIB Case No. 2016-073 (2016).

The Board and the New York City Department of Environmental Protection ("DEP") concluded a joint settlement with a Sewer Treatment Worker who accepted a ten-workday suspension, valued at $3,180, and reimbursed $83.10 to DEP, for 31 instances of unauthorized use of a DEP-issued E-ZPass for non-City, personal purposes, which resulted in his evading payment of $171.74 in tolls. The City's conflicts of interest law prohibits public servants from using a City resource – which includes their City-issued E-ZPass – for any personal, non-City purpose. *COIB v. Panzarino*, COIB Case No. 2016-051 (2016).

The Kings County District Attorney paid a $15,000 fine in connection with his receipt of improper meal payments from the Kings County District Attorney's Office ("KCDA") and for having subordinates use their personal money to pay his meal expenses pending their reimbursement by KCDA. The Kings County District Attorney admitted to having KCDA pay for his weekday meals from January 2014 through May 2014, totaling $2,043, which he repaid in July 2014; having KCDA pay for his dinner and weekend meals from January 2014 through February 2015, totaling $1,489, which he repaid in August 2015; and having the members of his security detail advance their own money for these expenses, as well as other of his personal meal expenses totaling $1,992, for which the District Attorney periodically reimbursed KCDA per an arrangement with KCDA's Fiscal Office. KCDA reimbursed the members of the security detail for their cash advances, sometimes after a delay. The Kings County District Attorney acknowledged that his conduct violated the provisions of the City's conflicts of interest law that prohibit the City's elected officials and other public servants from using, or attempting to use, their City positions to obtain any financial gain, privilege, or other private or personal advantage for the public servant, and from using City resources for any personal, non-City purpose. The Kings County District Attorney also acknowledged that, by permitting an office policy pursuant to which subordinate staff regularly advanced their own money to cover his personal expenses, he entered into a prohibited financial relationship with his subordinate employees. In determining the level of fine, the Board took into account that the Kings County District Attorney reimbursed all funds to KCDA prior to the Board's commencement of an enforcement action, as well as the high level of accountability required of the chief prosecutor of Brooklyn. *COIB v. K. Thompson*, COIB Case No. 2015-110 (2016).

A translator for the New York City Department of Education ("DOE") paid a $2,500 fine for using his DOE computer to access, save, and/or store over 150 files related to his private translation business and his private teaching position at the United Nations. The City's conflicts of interest law prohibits employees from using City resources to perform work for their private businesses. *COIB v. Abdelhalim*, COIB Case No. 2015-791 (2016).

In a joint settlement with the New York City Department of Education ("DOE"), a former DOE principal paid a $1,800 fine to the Board for: (1) leaving work for several hours during a school day to travel to a car dealership in Jersey City, New Jersey, where he picked up a car he had previously purchased; and (2) having a teacher assigned to his school accompany him to the dealership. Both the principal and the teacher were being paid to perform work for DOE during their absence, and the principal directed a second teacher to "cover" the missing teacher's remaining class. The City's conflicts of interest law prohibits public servants from using City time and City resources for non-City purposes and from using their positions for personal advantage, which includes having subordinates perform personal favors. *COIB v. Sanchez*, COIB Case No. 2014-427 (2016).

In a joint disposition with the New York City Police Department ("NYPD"), a Detective paid a $200 fine and forfeited one day of annual leave, valued at approximately $360, for giving a letter to his landlord for use as evidence at an Environmental Control Board hearing. Although the NYPD had no involvement with the matter, the Detective wrote the letter on NYPD letterhead; attested that the landlord was not responsible for the violation; and signed off with his NYPD title and squad number. The City's conflicts of interest law prohibits City employees from using City letterhead for any non-City purpose, and from using or attempting to use their City positions to obtain any private or personal advantage for a person with whom the public servant is associated, in this case the Detective's landlord. In determining the amount of the fine, the Board took into consideration that there is no evidence the Detective benefited personally from providing the letter to his landlord. *COIB v. Davis*, COIB Case No. 2016-045 (2016).

In a joint disposition with the Board and New York City Department of Sanitation ("DSNY"), a DSNY Police Officer was suspended for misusing his DSNY Police Officer badge by wearing it around his neck while he was off-duty at an event at Jones Beach Theater and, when detained, telling New York State Parks Police that he was working as a security guard when, in fact, he was not. To resolve both the Chapter 68 violation and unrelated disciplinary charges relating to which the DSNY Police Officer had already served a 30-day pre-trial suspension, he accepted a thirty workday suspension, valued at $8,465.29, and received credit for the 30-day pre-trial suspension already served. *COIB v. Cifarelli*, COIB Case No. 2014-859 (2016).

An Assistant Commissioner of the New York City Department of Correction ("DOC") was fined $1,500 for misusing his City position and City resources by having an on-duty Correction Officer transport the Assistant Commissioner and his family in an agency vehicle from DOC headquarters to JFK airport for a family vacation, as well as assist with unloading the family's luggage. This was a three-way settlement with DOC. *COIB v. Kuczinski*, COIB Case No. 2015-497 (2016).

A New York City Department of Homeless Services ("DHS") Clerical Associate accepted a fifteen-day pay fine, valued at $3,151.65, and a six-month probationary period for misusing the DHS email system during her City work hours to solicit business from several DHS employees by sending them a link to her travel website and inviting them to shop. This was a three-way settlement with COIB and DHS. *COIB v. S. Dickens*, COIB Case No. 2014-262 (2016).

The Board and New York City Department of Education ("DOE") concluded a three-way settlement with a Teacher who agreed to pay a $1,000 fine to the Board for giving a business card relating to her private music business, to the parent of one of her DOE students. The business card had her personal website and email address as well as the address of her DOE school and her DOE email address. The Teacher acknowledged that her conduct created the appearance that she was soliciting for her private business in violation of the City's conflicts of interest law, which prohibits a public servant from using or attempting to use her position as a public servant to obtain a financial benefit for herself. In addition, the Teacher acknowledged that she violated the conflicts of interest law's prohibition on using City resources for non-City purposes by using her DOE email address, a City resource, on business cards she used for her private music business. *COIB v. Theilacker*, COIB Case No. 2015-013 (2016).

In a joint disposition with the New York City Administration for Children's Services ("ACS"), a Child Protective Specialist Supervisor II agreed to accept a five-workday suspension, valued at $1,577, for, during her City work hours, using her ACS email account to send six emails and attached documents related to her private business and using her ACS computer to store those emails and one document related to that private business. The City's conflicts of

interest law prohibits City employees from using City time or City resources to perform work for their private businesses. *COIB v. Liota*, COIB Case No. 2016-008 (2016).

A City Research Scientist 4A for the New York City Department of Health and Mental Hygiene ("DOHMH") was fined $2,000 and served a two-day suspension, valued at approximately $838, for (1) using her DOHMH computer during her City work hours to visit the website associated with her private business on forty-two occasions and (2) using her DOHMH computer and email account during her City work hours to send four emails soliciting for her private business. The City's conflicts of interest law prohibits employees from using City time or City resources to perform work for their private businesses. This matter was a joint settlement with DOHMH, resolving both conflict of interest law violations and related disciplinary charges. $500 of the total $2,000 fine was paid to the Board and the remaining $1,500 will be paid to DOHMH. *COIB v. Myers*, COIB Case No. 2015-183 (2016).

An Agency Attorney III for the New York City Department of Health and Mental Hygiene ("DOHMH") was fined $2,000 for using his DOHMH computer during his City work hours to access and/or save twenty-four documents relating to his outside, compensated work as an immigration attorney. The City's conflicts of interest law prohibits employees from using City time or City resources to perform work for their private businesses. This matter was a joint settlement with DOHMH, resolving both conflict of interest law violations and related disciplinary charges. Half of the $2,000 total fine ($1,000) was paid to the Board and the other half will be paid to DOHMH. *COIB v. Rana*, COIB Case No. 2015-789 (2016).

In a joint disposition with the Board and the New York City Administration for Children's Services ("ACS"), resolving both conflict of interest law violations and related disciplinary charges, an ACS Child Protective Specialist paid a $500 fine for, without

authorization and for a personal, non-City purpose, driving an ACS vehicle from her office in Manhattan to her home in Brooklyn. ACS vehicles are needed for Agency purposes, including child protective investigations and transport of children at risk. The City's conflicts of interest law prohibits using City resources, such as a City vehicle, for any non-City purpose. *COIB v. Barnett*, COIB Case No. 2015-502 (2016).

A Tax Auditor II for the New York City Department of Finance ("DOF") paid a $750 fine for using his City computer to perform work for his private eBay-based business, sometimes while he was being paid to work for the City. This matter was a joint settlement with DOF. *COIB v. Haimoff*, COIB Case No. 2014-542 (2015).

A City Research Scientist II for the New York City Department of Health and Mental Hygiene ("DOHMH") accepted a two-day suspension, valued at $588, for, over the course of one year, using her DOHMH email account to send 50 emails on behalf of a professional services organization for which she serves as unpaid president. This matter was a joint settlement with DOHMH of related disciplinary charges. *COIB v. Hsu*, COIB Case No. 2015-228 (2015).

A Supervisor Engineer Level C for the New York City School Construction Authority ("SCA") accepted a three-month suspension without pay, valued at $31,547, for using City office resources, during his City work hours, to perform work related to his wife's company. Over an approximate nine-month period, the Engineer used his SCA computer to access, modify, or store over 80 files related to his wife's company and used an SCA printer to print documents for that company. This matter was a joint resolution with SCA, which had brought related disciplinary charges. *COIB v. M. Lee*, COIB Case No. 2015-182 (2015).

A Caseworker for the New York City Human Resources Administration ("HRA") misused a City computer, email account, and internet access to perform work for his outside real estate business, sometimes on City time. The Caseworker previously accepted a forty-five day suspension, valued at $5,538, to resolve related HRA disciplinary charges that also included charges that do not implicate Chapter 68. The Board accepted the agency penalty as sufficient to resolve the Chapter 68 violations. *COIB v. Rosario*, COIB Case No. 2015-248 (2015).

After a full trial, the Board fined the former Executive Director of Gouverneur Healthcare Services ("Gouverneur"), a New York City Health and Hospital Corporation ("HHC") facility, $3,000 for indirectly supervising his brother's employment at Gouverneur for nine years and authorizing a 10% increase in his annual compensation in August 2008. The Board also fined the Executive Director $3,000 for soliciting employment from two NYU Medical School executives while he was responsible for managing the contract between his HHC facility and NYU Medical School and for using his HHC email account to do so. *COIB v. Hagler*, COIB Case No. 2013-866 (December 2, 2015), *adopting* OATH Index. No. 581/15 (June 17, 2015).

An Employee Assistance Program Specialist at the New York City Office of Labor Relations ("OLR") paid a $150 fine for submitting a letter printed on OLR letterhead to her private residence's management company in relation to a personal dispute regarding a rental surcharge. In the letter, she invoked her City position by stating that she worked for the "Mayor's

Office" and by signing the letter with her City title and agency name. *COIB v. Amnawah*, COIB Case No. 2015-434 (2015).

The Board issued a public warning letter to a Deputy Chief Financial Officer at Harlem Hospital Center, a New York City Health and Hospitals Corporation ("HHC") facility, for receiving 50 emails related to his 2014 campaign for New York State Assembly. Forty-nine of the emails were sent from the email account associated with the Deputy Chief's campaign committee and appeared to be email blasts; one email, which contained a draft campaign speech, was sent by the Deputy Chief to himself from his private email account. *COIB v. Tulloch*, COIB Case No. 2015-303 (2015).

The Board and the New York City Administration for Children's Services ("ACS") concluded a joint settlement with the Acting Executive Director for the Case Review and Support Unit at ACS, who agreed to pay a $3,500 fine–$2,000 to the Board and $1,500 to ACS–for multiple violations of the City's conflicts of interest law. The Acting Executive Director accepted a free meal for herself and her ACS staff from a day care provider as a "thank you" for helping the provider be reinstated at ACS. The City's conflicts of interest law prohibits public servants from accepting a gratuity in any amount from a person whose interests may be affected by the public servant's official action. Separately, the Acting Executive Director held a prohibited position at the Young Adult Institute ("YAI"), a firm engaged in business dealings with multiple City agencies. In furtherance of her work for YAI, the Acting Executive Director wrote two reports during her City work hours and subsequently used an ACS fax machine to send those reports to YAI. The matter was a joint settlement with ACS. *COIB v. Crawley*, COIB Case No. 2014-935 (2015).

An Assistant Commissioner of Human Resources and Labor Relations at the New York City Department of Probation ("DOP") paid a $1,900 fine for misusing her DOP identification and badge to attempt to expedite the City's renewal of a permit. The Assistant Commissioner displayed her DOP identification and badge (both City resources) to multiple New York City Department of Consumer Affairs ("DCA") employees to attempt to bypass the line at DCA Citywide Licensing Center for the purpose of expediting DCA's renewal of a permit for her friend. *COIB v. S. Mapp*, COIB Case No. 2013-480 (2015).

An Engineer Level B for the New York City School Construction Authority ("SCA") was suspended for ten days without pay, valued at $3,575, for using a City computer, during his City work hours, to do work related to his private engineering firm. Over an approximate ten-month period, the Engineer created, accessed, modified, and/or stored 30 files related to his outside engineering firm on his SCA computer. This matter was a joint resolution with the SCA of related disciplinary charges. *COIB v. Wong*, COIB Case No. 2015-182a (2015).

The Deputy Bronx Borough President was fined $3,500 for referencing her title in a robocall message she made for use by the 2013 campaign to re-elect the incumbent Bronx Borough President. In the message, which was transmitted to 36,609 telephone numbers in the Bronx, the Deputy Borough President identified herself by her City title and urged people to vote for the incumbent Bronx Borough President. The City's conflicts of interest law prohibits a public servant from using or attempting to use his or her position as a public servant for personal

benefit, which would include referencing one's City position to benefit a political campaign from which the public servant stands to gain financially. The conflicts of interest law also prohibits a public servant from using City resources, such as the public servant's City title, for any non-City purpose, such as supporting a candidate in a political campaign. *COIB v. A. Greene,* COIB Case No. 2013-594 (2015).

A Community Coordinator for the New York City Human Resources Administration ("HRA") agreed to resign her position and not challenge a prior thirty-day unpaid suspension, valued at approximately $4,692, imposed for numerous conflicts of interest law violations in addition to other conduct that violated HRA's Rules and Procedures. The Community Coordinator: (1) had a position with a private childcare business that accepted payments from HRA on behalf of clients whose children attended the daycare; (2) used her HRA computer and email account to send and receive emails relating to the childcare business and her private rental properties; (3) asked her subordinate to fill out an affidavit unrelated to the subordinate's HRA job duties as a personal favor to the Community Coordinator; (4) without authorization or a City purpose, used the Welfare Management System ("WMS") to access the confidential public assistance case records of her two brothers, her sister, her son, and her grandson to determine the status of their Medicaid benefits cases; (5) used WMS to improperly recertify her grandson's Medicaid benefits, even though the required recertification documentation had not been submitted; and (6) had an HRA coworker use WMS to improperly recertify her daughter's and her brother's Medicaid benefits, even though they had not submitted the proper recertification documentation. The matter was a joint settlement with HRA. *COIB v. Judd,* COIB Case No. 2015-102 (2015).

A Sanitation Worker was suspended for 30 work days for allowing people to load construction debris—known as "trade waste"—into his assigned Sanitation truck, which is explicitly prohibited by New York City Department of Sanitation ("DSNY") policy. The Sanitation Worker accepted a thirty workday suspension without pay, which has a value of $8,349 to DSNY, as a penalty. This matter was a joint settlement with DSNY. *COIB v. Salvati*, COIB Case No. 2013-784a (2015).

A New York City Department of Environmental Protection ("DEP") Public Health Sanitarian was suspended for 30 days for using her agency-issued "Non-Revenue" E-ZPass for toll-free passage across the RFK Bridge to Wards Island on 18 dates when she was not working. By doing so, the employee avoided paying approximately $55 for tolls. This matter was a joint settlement with DEP. *COIB v. Jung*, COIB Case No. 2015-150 (2015).

An Administrative Staff Analyst for the New York City Department of Health and Mental Hygiene ("DOHMH") paid a $3,000 fine, split evenly between the Board and DOHMH, for driving his DOHMH vehicle to Maryland without a City purpose or authorization from DOHMH. This matter was a joint settlement with DOHMH. *COIB v. Rene,* COIB Case No. 2015-001 (2015).

A Civil Engineer for the New York City Department of Environmental Protection ("DEP") was suspended for two days, valued at approximately $750, for, during his lunch break, using the laptop and wireless internet access provided to him for his City job to check the private

email account associated with his outside position as an adjunct professor. The Civil Engineer had previously been warned by the Board not to use City resources to perform work for his outside employment. This matter was a joint settlement with DEP. *COIB v. Dixon*, COIB Case No. 2014-358 (2015).

The Board issued a public warning letter to a Network Engineer at the New York City Department of Education ("DOE") for using City resources—namely his DOE computer, a DOE network closet, and the DOE network—to attempt to mine the digital currency Bitcoin. The Network Engineer maintained that he did not successfully mine Bitcoin. *COIB v. Chapoteau*, COIB Case No. 2014-676 (2015).

An Architect II for the New York City Human Resources Administration ("HRA") agreed to resign her City position for, among other conduct that does not implicate the City's conflicts of interest law, directing her subordinate to accompany her offsite during work hours to cut out a template of a kitchen counter for the Architect II's private residence. The Architect also used her HRA email account to send and receive twelve emails concerning her private tenant's rent payments and used her HRA computer to create, edit, and/or save two documents concerning her rental property. *COIB v. Chase*, COIB Case No. 2014-615 (2015).

A Supervising Housing Groundskeeper for the New York City Housing Authority ("NYCHA") agreed to be suspended for 20 work days, valued at approximately $4,385, for altering, or allowing to be altered, a NYCHA parking sticker and giving that altered parking sticker to someone who did not work for NYCHA to enable that person to park in the NYCHA employees' parking lot. This matter was a joint settlement with NYCHA. *COIB v. F. Colon*, COIB Case No. 2015-051 (2015).

The Board issued a public warning letter to a Substance Abuse Prevention & Intervention Specialist at the New York City Department of Education for using City time and resources to promote and sell trips to tour college campuses, run by his private company, to students at his school and their parents. The City's conflicts of interest law prohibits City employees from pursuing "personal and private activities during times when the public servant is required to perform services for the City" and from using "City letterhead, personnel, equipment, resources, or supplies for any non-City purpose." The conflicts of interest law also prohibits City employees who work in schools from using their positions to find private, paying clients among parents of students attending the school where they work. *COIB v. Abney*, COIB Case No. 2014-315 (2015).

While working for the City's Board of Elections ("BOE"), a supervisor in the BOE Queens Borough Office hired a subordinate BOE employee to work for his private consulting company. The supervisor also used his BOE email account for purposes related to that company and to another company he owns that markets data services to political campaigns. The City's conflicts of interest law prohibits using City resources for any non-City purpose and also prohibits financial relationships between superior and subordinate City employees. The Commissioners of Election voted to suspend the supervisor without pay pending a disciplinary hearing concerning this conduct, and the supervisor resigned to resolve the pending disciplinary

action. The Board accepted the related disciplinary action taken by BOE as sufficient penalty for the Chapter 68 violations. *COIB v. Bougiamas*, COIB Case No. 2014-667 (2015).

A Principal for the New York City Department of Education agreed to pay a $1,000 fine for: (1) accepting a free ticket to attend a college basketball event from a DOE vendor, the value of which exceeded the $50 limit on gifts public servants may accept from a City vendor; and (2) using his DOE procurement card, which is intended to be used only for DOE-related expenses, to purchase $134.49 in personal food items at the event. The Principal repaid the cost of the food to DOE when asked to do so by DOE. *COIB v. Perdomo*, COIB Case No. 2014-361 (2015).

An Administrative Director for the New York City Department of Homeless Services ("DHS") paid a $750 fine to DHS for directing a subordinate DHS employee to review and edit resumes and cover letters for the Administrative Director and two of her relatives. The City's conflicts of interest law and the DHS Code of Conduct prohibit using City personnel for any non-City purpose. This matter was a joint settlement with DHS. *COIB v. M. Reid*, COIB Case No. 2014-751a (2014).

A former Physical Therapist for the New York City Department of Education ("DOE") paid a $2,250 fine for, during hours he was required to be performing work for DOE, using a DOE-issued laptop computer to perform work for his private karate studio, such as accessing class schedules and reviewing orders; the Physical Therapist also stored documents relating to his karate studio, such as lease agreements and order forms, on the laptop. The City's conflicts of interest law prohibits the use of City time and City resources for any non-City purpose, in particular a second job or a private business. *COIB v. Kwon*, COIB Case No. 2014-307 (2014).

An Executive Administrative Staff Analyst for the New York City Employee Retirement System ("NYCERS") agreed to pay an $800 fine for four violations of the City's conflicts of interest law related to her conducting an Avon business in her NYCERS office: first, using City time to receive and repackage Avon deliveries; second, using City resources, including a NYCERS fax machine, to submit and receive Avon orders; third, abusing her City position by soliciting sales from a subordinate; and fourth, entering into a prohibited superior-subordinate financial relationship by selling Avon products to that subordinate. *COIB v. Harish*, COIB Case No. 2014-414 (2014).

A now former Associate Director for Ambulatory Care Services at the New York City Health and Hospital Corporation's Kings County Hospital Center ("KCHC") paid a $4,500 fine for multiple violations of the City's conflicts of interest law. First, the former Associate Director held an 8.5% ownership interest in and a compensated position with a private commercial cleaning services company that did business with KCHC. The former Associate Director had sought an order from the Board to permit him to retain the ownership interest, but did not receive such an order, after which he continued to hold the interest in the commercial cleaning services company for nearly four years. The City's conflicts of interest law prohibits a public servant from having a financial interest or a position in a firm that does business with the City. Second, the former Associate Director used two HHC subordinates to move his personal furniture during their City work hours. The City's conflicts of interest law also prohibits public servants from using City resources, including City personnel, for a non-City purpose, and prohibits a public

servant from soliciting his City subordinates to do work for his own private gain. *COIB v. G. Ellis*, COIB Case No. 2013-853 (2014).

The Board imposed a $10,000 fine on a now former Principal Administrative Associate ("PAA") I at the New York City Human Resources Administration ("HRA") for using her access to HRA's Paperless Office System and the Welfare Management System to reroute six rent supplement payments intended for clients of HRA's HIV/AIDS Services Administration totaling $5,857 to pay her own rent and to provide herself with cash. The Board forgave that fine based on the PAA's showing of financial hardship, including documentation of her continued unemployment, income, assets, expenses, and liabilities. The City's conflicts of interest law prohibits a public servant from using City resources, such as rent supplement payments and other public assistance funds, for a non-City purpose and prohibits a public servant from using her City position for her personal gain. *COIB v. C. Parker*, COIB Case No. 2013-605 (2014).

The Board issued an Order, after a full hearing, imposing a $7,500 fine on a former Executive Agency Counsel at the New York City Taxi and Limousine Commission ("TLC") for, during times he was required to be working for TLC, making numerous telephone calls related to his campaign for City Council. The City's conflicts of interest law prohibits the use of City time or City resources for any non-City purpose, in particular a private business, a second job, or political activities. In determining the penalty, the Board considered the following aggravating factors: (1) the Respondent declined to accept responsibility for his conduct; (2) as an attorney, the Respondent is held to higher standard to comply with the conflicts of interest law; and (3) most significantly, the Respondent received both telephone and written advice from the Board and from the TLC attorney responsible for ethics matters that it would violate the City's conflicts of interest law to use City time or City resources in connection with his political campaign, which advice he failed to follow. *COIB v. Oberman*, OATH Index No. 1657/14, COIB Case No. 2013-609 (Order Nov. 6, 2014).

A Climber & Pruner for the New York City Department of Parks and Recreation ("DPR") accepted a 15-day suspension, valued at $4,952, for taking a DPR Log Loader without authorization to pick up and load wood from a private residence while DPR was paying him overtime. The City's conflicts of interest law and the DPR Standards of Conduct prohibit using City equipment for any non-City purpose and also prohibit pursuing private activities on City time. This matter was a joint settlement with DPR. *COIB v. R. Williams*, COIB Case No. 2014-768a (2014).

In a joint disposition with the Board and the New York City Department of Health and Mental Hygiene ("DOHMH"), a Computer Aide in the DOHMH Bureau of Operations paid a $1,350 fine – $1,100 to DOHMH and $250 to the Board – for doing work, using the DOHMH wireless network, related to her outside employment as a travel rewards sales representative during her City work hours on 51 days over a 57-work-day period. The City's conflicts of interest law and the DOHMH Standards of Conduct prohibit the use of any City time or resources for a private business or second job. *COIB v. I. Ross*, COIB Case No. 2013-913 (2014).

The Board and the New York City Department of Design and Construction ("DDC") concluded a settlement with a Deputy Budget Director in DDC's Interfund Agreement Unit who owns a firm that owns a 10-unit apartment building in Manhattan for which he received a construction loan through the New York City Department of Housing Preservation and Development ("HPD") and for which he receives payment for low-income housing units from HPD and the New York City Housing Authority ("NYCHA"), in violation of City Charter § 2604(a)(1)(b). In addition, the Deputy Budget Director used his City email account and his City telephone over a seven-year period to conduct private business related to his firm and communicated with and appeared in person before City agencies on behalf of his firm in violation of City Charter § 2604(b)(2), pursuant to Board Rules § 1-13(b), and City Charter § 2604(b)(6). The Deputy Budget Director agreed to pay a $2,170 fine to the Board, to be suspended for seven days (valued at approximately $2,170), and to forfeit seven days of annual leave (valued at approximately ($2,170). The Board issued an order permitting the Deputy Budget Director to retain his ownership interest in his firm and, with certain limitations, to continue to communicate with and receive payments from HPD and NYCHA for low-income housing in his building. *COIB v. F. Brown*, COIB Case No. 2013-305 (2014).

The Board and the New York City Department of Environmental Protection ("DEP") jointly concluded a settlement with an Air Pollution Inspector who misused a City "Gas Card" to fuel his daughter's car. The Air Pollution Inspector admitted to using the Gas Card on approximately ten occasions over the course of a year to purchase a total of approximately $200 of gas for his daughter' car. This conduct violated the DEP Uniform Code of Discipline and the City's conflicts of interest law, which prohibit using City resources for any non-City purpose. As a penalty, the Air Pollution Inspector agreed to a 30 work-day suspension, valued at $5,228, plus a two-year probationary period. *COIB v. Meloy*, COIB Case No. 2014-449 (2014).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a joint settlement with an Associate Staff Analyst who was also a writer of fiction and non-fiction books on a variety of topics, books that he offers for sale on his personal website. In 2012 and 2013, the Associate Staff Analyst used City time and City resources to work on these books, including working on drafts of the books and saving them to his DOHMH computer, using his DOHMH computer and e-mail account to send and receive e-mails containing drafts of the books, reading and storing research documents for the books on his DOHMH computer, and having the DOHMH librarian provide him with research materials for his books. The Associate Staff Analyst admitted that his use of City time and City resources to perform work on books he intended to publish for profit violated the DOHMH Standards of Conduct and the City's conflicts of interest law. For these violations, the Associate Staff Analyst agreed to pay a $3,000 fine, split evenly between DOHMH and the Board. *COIB v. Bediako*, COIB Case No. 2014-174 (2014).

The Board and the New York City Health and Hospitals Corporation ("HHC") concluded joint settlements with a Supervising Electrician and his subordinate, an Electrician's Helper, who co-owned an electrical business for approximately three years, in violation of the City's conflicts of interest law, which prohibits a superior and subordinate from entering into a business or financial relationship. The Supervising Electrician further violated the conflicts of interest law by supervising the Electrician's Helper, his business partner – someone with whom he was

"associated" within the meaning of the conflicts of interest law. Finally, both the Supervising Electrician and the Electrician's Helper admitted that they had stored documents related to their electrical business on their HHC computers, in violation of the City's conflicts of interest law, which prohibits the use of City resources for any non-City purpose. In public dispositions, the Supervising Electrician and Electrician Helper's admitted each of these violations and agreed to pay fines of $6,000 and $4,000, respectively, to the Board. *COIB v. LaRosa*, COIB Case No. 2012-518 (2014); *COIB v. S. Maldonado*, COIB Case No. 2012-518a (2014).

The Board and the New York Department of Education ("DOE") concluded a joint settlement with the Principal of The Forward School in the Bronx who agreed to pay a $2,400 fine to the Board for using three DOE subordinates to perform personal errands during their City work hours. The Principal admitted that he used his DOE subordinates to go to the bank to make personal deposits for him, go to the cleaners, pick up his breakfast and lunch, and do personal shopping for him at a wholesale club, a supermarket, and a liquor store, in violation of City Charter § 2604(b)(2), pursuant to Board Rules § 1-13(b), and City Charter § 2604(b)(3). *COIB v. Jean Paul*, COIB Case No. 2013-358 (2014).

The Board and the New York City Comptroller's Office concluded a settlement with an Administrative Accountant in the Comptroller Office's Bureau of Asset Management who, from 1998 to 2014, used her City computer to create, modify, and/or store over 200 documents related to her private business as a Certified Public Accountant ("CPA") and, from 2006 to 2012, used her City computer and e-mail account to send and receive e-mails related to her private business as a CPA, all done during hours she was required to be performing work for the Comptroller's Office. As a penalty, the Administrative Accountant agreed to pay a fine equal to forty-five days' pay, valued at $13,891. *COIB v. Chien*, COIB Case No. 2014-458 (2014).

The Board and the New York City Comptroller's Office concluded a settlement with a Staff Analyst Trainee in the Comptroller's Office Bureau of Audits who also had a private business on eBay. On a handful of occasions in 2013 and 2014, during hours he was required to be performing work for the Comptroller's Office, the Staff Analyst Trainee used his City computer to update his eBay sales ledger and used his City e-mail account to e-mail an updated ledger to his private e-mail account. As a penalty, the Administrative Accountant agreed to pay a fine equal to two days' pay, valued at $388. *COIB v. Avellino*, COIB Case No. 2014-498 (2014).

The Board and the New York City Department of Education concluded a joint settlement with a teacher at PS 86, in the Bronx, who made unauthorized duplicates of two official City parking placards and used them to park her personal vehicle without receiving parking tickets, in violation of City Charter § 2604(b)(2), pursuant to Board Rules § 1-13(b). The teacher admitted that her conduct violated the City's conflicts of interest law, which prohibits the use of any City resource – which would include a City parking placard – for any personal, non-City purpose. The teacher paid a $1,600 fine to the Board. *COIB v. Judin*, COIB Case No. 2013-439 (2014).

The Board issued an Order fining a former Clerical Associate at the Staten Island District Attorney's Office $10,000 for two violations of City's conflicts of interest law. The Board's Order adopts the findings of fact, conclusions of law, and penalty from the Report and

Recommendation of Administrative Law Judge ("ALJ") Kara J. Miller of the City's Office of Administrative Trials and Hearings. Judge Miller found, and the Board concurred, that the former Clerical Associate committed two violations of the City's conflicts of interest law. First, in January 2013, the former Clerical Associate exchanged messages with a convicted drug dealer, offering to provide him with confidential information as to whether he was under investigation or at risk of being arrested in the future if the drug dealer would provide the former Clerical Associate's husband with two units of crack cocaine on consignment. Second, in February 2013, when New York City Police Department detectives approached the former Clerical Associate's residence in pursuit of her husband, who had just been observed by the detectives purchasing crack cocaine, the former Clerical Associate verbally identified herself as an employee of the Staten Island District Attorney's Office and showed her official District Attorney's Office identification to the detectives in an attempt to prevent her husband's arrest. The Board concurred in the ALJ's determination that the former Clerical Associate violated the City's conflicts of interest law by (1) using her position at the District Attorney's Office to offer to obtain confidential information for a convicted drug dealer for the purpose of obtaining drugs for her husband; and (2) using her official District Attorney's Office identification for the non-City purpose of impeding and preventing the arrest of her husband. The Board ordered the former Clerical Associate to pay a $10,000 fine as a penalty. The former Clerical Associate failed to appear at the hearing of this matter. *COIB v. Collins*, OATH Index No. 556/14, COIB Case No. 2013-258 (Order July 30, 2014).

The Board imposed a $25,000 fine on a Clerical/Receptionist Community Associate for the New York City Office of Emergency Management ("OEM") for her violations of the City's conflicts of interest law and forgave this fine based on her showing of financial hardship. The Community Associate prepared employment verification letters on OEM letterhead on which she underreported her OEM income and submitted the letters to the New York City Human Resources Administration as part of her application for public assistance. As a result of the fraudulent letters, the Community Associate received a total of $23,722 in food stamp benefits and $403.17 in Medicaid benefits to which she was not entitled. The Community Associate acknowledged that, by using City letterhead for the non-City purpose of committing welfare fraud, she violated City Charter § 2604(b)(2), pursuant to Board Rules § 1-13(b). *COIB v. Jenkins*, COIB Case No. 2013-607 (2014).

In a joint disposition with the Board and the New York City Department of Sanitation ("DSNY"), a Plumber agreed to resign from DSNY and pay a $4,000 fine to the Board for taking 240 gallons of gasoline, over a six-month period in 2013 and 2014, from a DSNY garage for personal purposes. *COIB v. DiBerardino*, COIB Case No. 2014-321 (2014).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a settlement with a Supervising Special Officer who, on May 3, 2013, and July 20, 2013, during hours she was required to be working for DOHMH, drove a City vehicle to Housing Court to appear on a personal legal matter in that court. The Supervising Special Officer admitted that her use of City time and a City vehicle for purely personal activities violated the DOHMH Standards of Conduct and the City's conflicts of interest law. For these violations, the Supervising Special Officer agreed to be demoted to Special Officer, with an

attendant reduction in annual salary of $4,781. *COIB v. Nealy*, COIB Case No. 2013-829 (2014).

The Board issued a public warning letter to a former Mechanical Engineer for the New York City Housing Authority ("NYCHA") who (1) owned, operated, and requested permits from the City on behalf of a private engineering company and (2) used his City email account and City computer to perform private engineering work. In 2003, the Mechanical Engineer obtained a waiver from the Board allowing him to own, operate, and request non-ministerial Planned Work 2 ("PW2") permits from the New York City Department of Buildings ("DOB") on behalf of a private engineering company. The waiver was specific to that company, but the Mechanical Engineer nonetheless requested hundreds of PW2 permits from DOB on behalf of a second private engineering company he also owned and operated. The Mechanical Engineer also sent thirteen emails from his NYCHA email account containing documents related to his private businesses and stored nine documents related to his private businesses on his NYCHA computer. *COIB v. Chaudhuri*, COIB Case No. 2013-676 (2014).

The Board and the New York City Law Department reached a joint settlement with a Law Department Clerical Associate who agreed to be suspended for four days without pay, valued at approximately $755.31, for using her Law Department email account to send an email with an attached letter to a Deputy Commissioner at the New York City Human Resources Administration ("HRA") in which she identified herself as an employee of the Law Department and asked that the HRA Deputy Commissioner resolve her personal dispute with HRA regarding child support payments. The Clerical Associate admitted that she used her City email for a non-City purpose and used her City position for personal gain in violation of City Charter § 2604(b)(2), pursuant to Board Rules § 1-13(b), and City Charter § 2604(b)(3). *COIB v. Darwin*, COIB Case No. 2014-165 (2014).

The Board and the New York City Department Citywide Administrative Services ("DCAS") jointly concluded a settlement with a Clerical Associate who used a DCAS computer and e-mail account during her City work hours to do work as an Adjunct Lecturer at Metropolitan College of New York. The DCAS Code of Conduct and the City's conflicts of interest law restricts City employees' use of the City's computers, e-mail, and internet to the City's business, and the Clerical Associate had no authority to use any of those DCAS resources for her outside employment. As a penalty, the Clerical Associate agreed to serve a two-week suspension, which is valued at approximately $2,001. *COIB v. Sainbert*, COIB Case No. 2014-200 (2014).

The Board and the New York City Department of Homeless Services ("DHS") jointly concluded a settlement with a Fraud Investigator who became involved in a motor vehicle accident while driving a DHS vehicle without authorization. The Fraud Investigator was off-duty at the time and was not authorized to drive the vehicle for personal purposes. The DHS Code of Conduct and the City's conflicts of interest law both prohibit City employees from using City vehicles for unauthorized, non-City purposes. As a penalty, the Fraud Investigator agreed to fully reimburse the agency for the cost to repair the damage to the vehicle—$2,502.54—and to pay a $500 fine to the Board. *COIB v. Joseph*, COIB Case No. 2014-261 (2014).

The Board and the New York City Comptroller's Office concluded a settlement with the Director of the Community Action Center at the Comptroller's Office to resolve an agency disciplinary action that included two violations of the City's conflicts of interest law. First, the Director acknowledged that she had used her City position to address and resolve complaints on behalf of her block association, for which she was an active member and then its President. Second, the Director acknowledged that she had used an excessive amount of City time and City resources, including her Comptroller's Office computer and e-mail account, to perform volunteer work for a variety of not-for-profit organizations, such as the block association. For these violations and other conduct that does not implicate the City's conflicts of interest law, the Director agreed to retire from the Comptroller's Office on August 5, 2014, and forfeit annual leave valued at $4,852. *COIB v. Martinez*, COIB Case No. 2014-240 (2014).

In a joint settlement with the Board and the New York City Department of Health and Mental Hygiene ("DOHMH"), a Public Health Advisor II in the Bureau of Tuberculosis Control paid a $4,000 fine – $3,500 of which was paid to DOHMH and $500 to the Board – for, on multiple occasions in July and August 2013, parking her personal vehicle, clocking in at work, and then taking out a City vehicle and driving her daughter, and on occasion her daughter with others, to school. The Public Health Advisor admitted that her use of City time and a City vehicle for purely personal activity violated the DOHMH Standards of Conduct and the City's conflicts of interest law. *COIB v. Akinboye*, COIB Case No. 2013-863 (2014).

In a joint settlement with the Board and the New York City Department of Environmental Protection ("DEP"), an Administrative Manager for DEP Reservoir Operations was penalized for using an agency E-ZPass to pay for $775.13 of tolls on his regular commute. In a public settlement, the Administrative Manager acknowledged his conduct violated the DEP Uniform Code of Discipline and the City's conflicts of interest law, which prohibit using City resources for non-City purposes. As a penalty, he agreed to fully reimburse DEP for the cost of the tolls and to forfeit ten days of annual leave, worth approximately $4,423. *COIB v. Rao*, COIB Case No. 2013-644 (2014).

The Board fined a New York City Department of Education ("DOE") teacher $1,000 for disclosing his school's confidential School Safety Plan online in the course of conducting a webinar for a private company. Under the DOE Chancellor's Regulations, "the emergency response information of each School Safety Plan must be confidential and may not be posted online or disclosed in any fashion." The teacher also admitted to using his DOE classroom to conduct another webinar, which constituted a misuse of City resources for a private business purpose. *COIB v. Casal*, COIB Case No. 2013-307 (2014).

In a settlement with the Board and the New York City Department of Environmental Protection ("DEP"), a DEP Auditor was penalized for using a City-issued BlackBerry to send and receive 12,394 personal text messages over a six-month period, incurring $3,089.97 in international text charges to the agency. In a public settlement, the Auditor acknowledged this conduct violated the DEP Uniform Code of Discipline and the City's conflicts of interest law, which prohibit using City resources for non-City purposes. As a penalty, he agreed to fully reimburse DEP for the cost of the texts and to forfeit five days of annual leave, worth approximately $1,565. *COIB v. Saint-Louis*, COIB Case No. 2013-622 (2014).

The Board and the New York City Human Resources Administration ("HRA") concluded a joint settlement with an HRA Computer Specialist who agreed to pay a twelve work-day pay fine, valued at $4,466, to be imposed by HRA, for using a City vehicle for a non-City purpose at a time when he was required to be performing work for the City. The Computer Specialist secured authorization to use a City vehicle from his supervisor under the guise that he would use it to drive between two HRA office locations to conduct City business. Instead, at a time he was required to be performing work for the City, the Computer Specialist drove the City vehicle to meet his brother to conduct personal business, which he was not authorized by HRA to do. The Computer Specialist then submitted a Daily Route Sheet in which he falsely stated that he had used the vehicle for City business. The Computer Specialist acknowledged that, in so doing, he violated City Charter § 2604(b)(2), pursuant to Board Rules §§ 1-13(a) and 1-13(b), which prohibits a public servant from using City time and any City resource, including a City vehicle, for any non-City purpose. *COIB v. Ivey*, COIB Case No. 2013-534 (2014).

In a joint disposition with the Board and the New York City Comptroller's Office, a Public Records Officer agreed to pay a fine equal to ten days' pay, valued at $2,300, for, from March 2011 through November 2013, during hours she was required to be performing work for the Comptroller's Office, using her City computer and e-mail account to perform work for her private jobs with Random House and Sentia Education. The Public Records Officer also failed to obtain permission from the Comptroller's Office for her outside positions, or a waiver from the Board for her position with Random House, a firm having business dealings with the City. *COIB v. Yndigoyen*, COIB Case No. 2013-816 (2014).

A Chief Information Officer ("CIO") for the New York City Department of Homeless Services ("DHS") was fined for having an IT consultant use time billable to DHS to diagnose problems on a laptop computer belonging to his child and by having a subordinate take City time to tell his other child about a career in the IT field. In a public disposition of the Board's charges, the now-former CIO agreed to make full restitution to the City for the cost of the IT consultant ($575) and to pay a $1,000 fine to the Board for misusing City resources and his City position. *COIB v. Zima*, COIB Case No. 2013-627 (2014).

In a joint disposition with the Board and the New York City Department of Health and Mental Hygiene ("DOHMH"), a Computer Aide in the Bureau of Child Care agreed to resign from DOHMH, effective February 14, 2014, to resolve violations of the DOHMH Standards of Conduct plus two violations of the City's conflicts of interest law. First, the Computer Aide admitted that he asked a child care facility license applicant to whose case he was assigned to work as part of his official DOHMH duties to provide him with the contact information of a physician that the applicant knew in the Dominican Republic for the purpose of enabling the Computer Aide to sell medical supplies from India in the Dominican Republic. The Computer Aide had the applicant pick him up at his DOHMH work location and drive him to her child care facility in order to obtain the physician's contact information. Second, the Computer Aide used his City computer to store advertisements related to his work for Primerica, a multi-level marketing company that sells insurance and other financial products. *COIB v. Bansi*, COIB Case No. 2013-656 (2013).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a settlement with an Associate Staff Analyst in the Bureau of Veterinary and Pest Control Services, who in August and September 2013, during hours she was required to be performing work for DOHMH, used her City computer and e-mail account to send and receive e-mails related to her private interests in developing and building a real estate investment venture. As a penalty, the Associate Staff Analyst agreed to pay a $2,000 fine, split equally between the Board and DOHMH. *COIB v. F. Diaz*, COIB Case No. 2013-661 (2013).

The Board fined a former Administrative Staff Analyst at the New York City Housing Authority ("NYCHA") $3,000 in resolution of his violations of the City's conflicts of interest law. In addition to his work at NYCHA, the Administrative Staff Analyst also provided private tax preparation services – and used City time and resources in furtherance of that private business. First, between February 2004 and October 2012, during hours when he was required to be performing work for NYCHA, the Administrative Staff Analyst used his NYCHA computer to create or modify 134 documents related to his private tax preparation business. Second, between January 2011 and February 2013, sometimes during hours he was required to be performing work for NYCHA, the Administrative Staff Analyst used his NYCHA computer and e-mail account to send 322 e-mails and receive 298 e-mails related to his private tax preparation business. Third, between January 2011 and February 2013, sometimes during hours he was required to be performing work for NYCHA, the Administrative Staff Analyst used a NYCHA photocopier to scan and e-mail to his NYCHA computer 64 documents related to his private tax preparation business. Lastly, in September 2012, the Administrative Staff Analyst used a NYCHA fax machine to send two faxes to the Internal Revenue Service in connection with his private tax preparation business. *COIB v. Bazile*, COIB Case No. 2013-198 (2013).

In a joint settlement with the Board and the New York City Comptroller's Office, an Economist in the Bureau of Audits Economist agreed to pay a fine equal to twenty days' pay, valued at $4,480, for, from March 2009 through July 2013, during hours she was required to be performing work for the Comptroller's Office, using her City computer and e-mail account to engage in political activities related to her work as the founder and president of the Great Alliance Democratic Club, the District Leader for the 86th Assembly District, and her campaign for New York City Council. The Economist also attended a hearing at the New York City Campaign Finance Board related to her campaign for City Council during times she was required to be performing work for the Comptroller's Office. *COIB v. Tapia*, COIB Case No. 2013-468 (2013).

In a joint settlement with the Board and the New York Department of Health and Mental Hygiene ("DOHMH"), a Procurement Analyst, working as a Supervisor at the IT Helpdesk at DOHMH, paid a $1,000 fine to the Board for copying DOHMH-licensed Microsoft Office software and giving it to her former landlord. The Procurement Analyst acknowledged that her conduct violated the DOHMH Standards of Conduct and the City's conflicts of interest law, which prohibits a public servant from using City resources, which would include City-licensed software, for any personal, non-City purpose. *COIB v. Dalton*, COIB Case No. 2013-414 (2013).

The Board and the New York City Housing Authority ("NYCHA") concluded a joint settlement with a Principal Administrative Associate in the NYCHA Law Department who used her NYCHA e-mail account and a NYCHA conference room, at times she was required to be performing work for NYCHA, to promote a cupcake business run by her adult daughter. As a penalty, the Principal Administrative Associate agreed to serve a fifteen work-day suspension, valued at $3,180, to be imposed by NYCHA. *COIB v. C. James*, COIB Case No. 2013-277 (2013).

The Board concluded a settlement with a former Parent Coordinator at Mosaic Preparatory Academy ("Mosaic Prep") who, while employed by the New York City Department of Education ("DOE"), used a DOE tax exempt form to make tax-free personal purchases for her daughters-in-law. As Parent Coordinator at Mosaic Prep, she was authorized to have the tax exempt form, but was only permitted to use it to make purchases for Mosaic Prep. For this conduct, DOE terminated the employment of the Parent Coordinator; the Board imposed no additional penalty. *COIB v. M. Torres*, COIB Case No. 2013-384 (2013).

The Board imposed a $2,500 fine on an Administrative Manager at the New York City Office of the Comptroller who, from at least February 1, 2012, through September 30, 2012, during hours she was required to be performing work for the Comptroller's Office, used her City computer and e-mail account to perform work for the political campaign of a candidate for the New York State Assembly, such as reviewing and editing campaign and fundraising materials and coordinating attendance at campaign events. *COIB v. Mosley*, COIB Case No. 2013-004 (2013).

The Board issued a public warning letter to a former teacher at the New York City Department of Education ("DOE") who was also the founder and executive in charge of Team Footprintz, a non-profit basketball outreach organization that had been registered as a DOE vendor in 2009. The teacher used the gym at his school to make videos to promote Team Footprints; the letter advised that by using DOE property, namely the gym, for the non-City purpose of creating publicity materials for Team Footprintz, the teacher violated City Charter § 2604(b)(2), pursuant to Board Rules § 1-13(b). The team also rented his school's gym for Team Footprintz events, mainly basketball clinics for which Team Footprintz charged fees to participants. Renting a City facility constitutes "business dealings with the city" within the meaning of Chapter 68; thus, Team Footprintz was a firm with business dealings with the City. The letter advised the former teacher that, for him to have maintained his position with that firm, he should have first obtained a waiver from the Board. *COIB v. Mark Williams*, COIB Case No. 2012-625 (2013).

The Board and the New York City Department of Sanitation ("DSNY") concluded a joint settlement with a Sanitation Worker who, between 2009 and 2012, took DSNY property from various DSNY facilities without authorization for his personal purposes, including 44 DSNY truck batteries, 10 car batteries, 2 DSNY truck steps, and 5 bags full of computer cables, telephone cables, data cables, and extension cords. All of this property was ultimately reclaimed by DSNY. As a penalty, the Sanitation Worker agreed to be suspended for 39 work days, valued at $10,718.84. *COIB v. Hila*, COIB Case No. 2012-493 (2013).

The Board reached a settlement with the District Manager for Bronx Community Board 9 ("CB 9"), who paid a $7,500 fine to the Board. The District Manager has been the President of the Bronx Puerto Rican Day Parade (the "Parade") since 2000. By letter dated March 22, 2000, the Board issued the District Manager a waiver to serve as President of the Parade, explicitly advising the District Manager that his work for the Parade must be performed at times when he is not required to perform services for the City and that he may not use City equipment, letterhead, personnel, or other City resources in connection with his work for the Parade. The District Manager admitted that, despite this instruction from the Board, he coordinated and operated the Parade's activities out of the CB 9 office during times when he was required to be performing work for CB 9, using CB 9 resources, including its personnel, office, conference room, copier, fax machine, phones, and computers, to operate the Parade, since at least 2005. Specifically, the District Manager admitted that he held Parade-related meetings approximately five to eight times each year in the CB 9 conference room and arranged for Parade volunteers to use the CB 9 copier, fax machine, and phones during these meetings; used his City desktop computer and laptop computer to store and review documents related to the Parade during his CB 9 work day; used the CB 9 phones to receive and make Parade-related calls; instructed CB 9 employees to perform Parade work during times when they were required to be performing work for CB 9, including making and answering Parade-related calls and drafting Parade-related documents on CB 9 computers; and arranged for Vice President of the Parade, who is not a City employee, to work daily from the CB 9 office on Parade business, including meeting in the CB 9 office with visitors seeking information about the Parade, storing Parade materials, such as applications to participate in the Parade, Parade business cards, and posters promoting the Parade in the CB 9 office, instructing persons interested in the Parade to fax their completed applications for participation in the Parade to the CB 9 fax number, and using the CB 9 fax machine and copier for Parade business. *COIB v. F. Gonzalez,* COIB Case No. 2011-145 (2013).

The Board issued a public warning letter to a New York City Department of Education ("DOE") teacher for using her DOE classroom to conduct private, compensated tutoring sessions. In the public warning letter, the Board informed the Teacher that her conduct violated the City's conflicts of interest law, which, among other things, prohibits a public servant from using City resources, which includes a City workspace, for any non-City purpose. *COIB v. Krings,* COIB Case No. 2012-737 (2013).

The Board fined a former New York City Department of Education ("DOE") Principal $2,500 for entering into a financial relationship with his DOE subordinate and for misusing City time and resources. The Principal admitted that, while he served as a Principal, he paid his subordinate, a Paraprofessional, at least $1,888.15 for working on projects related to his private music business, he met with his subordinate during his work hours to discuss his subordinate's work for his music business, and he used his City email account and telephone to work on his music business. *COIB v. W. Rodriguez,* COIB Case No. 2013-044 (2013). The Paraprofessional was fined $1,500 for accepting at least $1,888.15 from the Principal for working on projects related to the Principal's private music business and for doing that work during his City work hours using his City computer. *COIB v. M. Greene,* COIB Case No. 2013-044a (2013). Both the Principal and the Paraprofessional acknowledged that their conduct violated the City's conflicts of interest law, which prohibits a City employee from entering into any financial

relationship with a superior or a subordinate and from using City time and resources for a personal, non-City purpose.

The Board and the New York City Department of Environmental Protection ("DEP") concluded a joint settlement with a DEP Accountant who paid a $2,000 fine to the Board. The Accountant admitted that, during hours when he was required to be performing work for the City, he used his DEP email account and DEP computer to send emails pertaining to his private tax preparation business from his private email account to his DEP email account. The Accountant then used the information in the emails to work on his clients' tax returns using his DEP computer. The Accountant also used his DEP telephone to place calls to the Electronic Federal Tax System in order to conduct business on behalf of his tax preparation clients. The Accountant also gave the number for a DEP fax machine to his tax preparation clients and used this fax machine to receive documents faxed to him by his clients. The Accountant acknowledged that his conduct violated the prohibitions in the City's conflicts of interest law against (1) using City resources, including a City email account, computer, telephone, or fax machine, for the non-City purpose of working on a private business; and (2) working on a private business during hours when the City employee is required to be performing work for the City. *COIB v. Marerro*, COIB Case No. 2012-338 (2013).

The Board reached settlements with a former New York City Department of Correction ("DOC") Special Operations Officer, who paid a $4,500 fine to the Board, and a former DOC Department Chief, who paid a $6,000 fine to the Board. The former Special Operations Officer used DOC gas and DOC vehicles without authorization almost every day from January 2011 until August 2011 to commute to his workplace on Rikers Island, New York, from his residence in Port Jefferson, Long Island. The former Special Operations Officer acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a City employee from using City resources, such as gas or vehicles, for a non-City purpose. The former Department Chief requested that the former Special Operations Officer, his subordinate, repair and enhance the former Department Chief's personal vehicle. The former Special Operations Officer purchased between $400 and $500 worth of car parts and worked on the former Department Chief's personal vehicle for several weeks. The former Department Chief did not pay or reimburse the former Special Operations Officer for this work or these purchases. The former Department Chief acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a City employee from using his or her City position to obtain a personal benefit. *COIB v. D. Reyes*, COIB Case No. 2012-365 (2013); *COIB v. L. Davis*, COIB Case No. 2012-365a (2013).

Four employees of the New York City Department of Environmental Protection ("DEP") misused DEP "swipe cards" to gain unauthorized access to a parking garage and avoided paying between $800 and $1,322 for parking. DEP authorizes its employees to use swipe cards—either a DEP vehicle access card or an activated employee ID card—to access the DEP-designated area of the garage, which the agency rents from the garage's operator to park agency vehicles. No DEP employee is authorized to use a swipe card to park in the public area of the garage. In joint settlements with the Board and DEP, each of the four DEP employees acknowledged this conduct violated the DEP Uniform Code of Discipline and the City's conflicts of interest law, which prohibit using City resources for non-City purposes. As a penalty, each agreed to make full restitution to the private parking garage for the value of their illicit parking. In addition, to

resolve the agency's disciplinary charges, one employee agreed to resign, one employee agreed to a fifteen-day suspension, and two employees forfeited fifteen days of annual leave. The Board did not seek additional penalties in any of these cases. *COIB v. E. Hernandez*, COIB Case No. 2012-894 (2013); *COIB v. Valencia*, COIB Case No. 2012-894a (2013); *COIB v. Abrams*, COIB Case No. 2012-894b (2013); *COIB v. Ramnarine*, COIB Case No. 2012-894c (2013).

In a joint disposition with the Board and the New York City Comptroller's Office, a Claims Specialist in the Classifications Unit of the Comptroller's Bureau of Labor Law agreed to pay a fine equal to twenty-five days' pay, valued at $5,513. The Claims Specialist admitted that from March 2007 through December 2012, during hours he was required to be performing work for the Comptroller's Office, he used his City computer and e-mail account to perform work for his private job as a real estate agent. This conduct violated the Comptroller's Office Rules and Procedures and the City's conflicts of interest law, which prohibit the use of City time or resources for any non-City purpose. *COIB v. Starkey*, COIB Case No. 2013-135 (2013).

The Board issued a public warning letter to a Probation Officer with the New York City Department of Probation ("DOP") for unauthorized use of his assigned agency vehicle to pick up and drop off his daughter from school, thus making an unauthorized detour from his permitted route in order to transport an unauthorized passenger for a personal, non-City purpose. The Probation Officer acknowledged that his conduct violated the City's conflicts of interest law, which prohibits public servants from using City resources for any non-City purpose. The Public Warning Letter acknowledged that the Probation Officer had agreed to the forfeiture of three days of accrued annual leave, with the approximate value of $526.33, to resolve a related DOP disciplinary action. *COIB v. G. Hall*, COIB Case No. 2013-073 (2013).

The Board and the New York Department of Health and Mental Hygiene ("DOHMH") concluded a joint settlement with a Supervising Public Health Advisor in the DOHMH Division of Disease Control, Bureau of STD Prevention and Control, who made an unauthorized duplicate of an official DOHMH parking placard and altered it so that it appeared that it had not expired in order to enable her to park her personal vehicle without receiving parking tickets. The Supervising Public Health Advisor also used an official City parking placard, to be used exclusively in City vehicles, to park her personal vehicle without receiving parking tickets. The Supervising Public Health Advisor admitted that her conduct violated the City's conflicts of interest law, which prohibits the use of any City resource – which would include a City parking placard – for any personal, non-City purpose. The Supervising Public Health Advisor paid a $2,000 fine to the Board. *COIB v. Wilson*, COIB Case No. 2012-766 (2013).

The Board and the New York Department of Health and Mental Hygiene ("DOHMH") concluded a joint settlement with a Supervising Public Health Advisor in the DOHMH Bureau of Health Insurance Services who made an unauthorized duplicate of an official DOHMH parking placard and altered it so that it appeared that it had not expired in order to enable him to park his personal vehicle without receiving parking tickets. The Supervising Public Health Advisor admitted that his conduct violated the City's conflicts of interest law, which prohibits the use of any City resource – which would include a City parking placard – for any personal, non-City purpose. As a penalty, the Supervising Public Health Advisor agreed to pay a $1,250 fine to

DOHMH and to forfeit accrued annual leave in the amount of $500, for a total penalty valued at $1,750. *COIB v. W. Singleton*, COIB Case No. 2012-765 (2013).

In a settlement with the Board, an employee of the New York City Department of Housing Preservation and Development ("HPD") admitted to violating the City's conflicts of interest law by repeatedly using her HPD office computer for the non-City purpose of working on matters related to two private entities in which she had a personal financial interest. The HPD employee agreed to pay a $3,000 fine as penalty. *COIB v. Booker,* COIB Case No. 2012-412 (2013).

The Board reached a settlement with the former Senior Director of the Corporate Support Services ("CSS") Division of the New York City Health and Hospitals Corporation ("HHC"), who paid a $9,500 fine to the Board. The former Senior Director admitted that he wrote letters to the company that leases vehicles to HHC, requesting that the company add a vehicle repair shop owned by the former Senior Director's son to its list of HHC-approved repair shops and subsequently asking the company to promptly pay his son's shop for repairs to three CSS vehicles. Second, the former Senior Director admitted that he repeatedly asked three of his subordinates to perform personal errands for him during City work hours and to use their City computers during their City work hours to produce a number of personal or non-City-business-related documents for the former Senior Director and his son. Finally, the former Senior Director admitted that he suggested to a CSS Director that she ask her subordinate, a CSS Institutional Aide, to refinish the floors in her personal residence. The CSS Director paid the CSS Institutional Aide $100 for performing this service. The former Senior Director acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a City employee from using his or her City position to obtain a personal benefit for the City employee or any person, such as a child, or firm associated with the City employee; from using City personnel for any non-City purpose, such as personal tasks or errands; and from causing another City employee to violate the conflicts of interest law, such as by entering into a financial relationship with his or her subordinate. *COIB v. Pack*, COIB Case No. 2012-473 (2013).

The Board issued public warning letters to two teachers at the New York City Department of Education ("DOE") for using the DOE e-mail system to send an e-mail to all the staff at their school attaching a letter the teacher had written soliciting votes for the teacher's campaign as Chapter Leader for the United Federation of Teachers ("UFT"), for which position the winner would be compensated. The Board advised the teachers that by using the DOE e-mail system to send a letter concerning the teacher's campaign for UFT Chapter Leader, the teachers misused City resources for a non-City purpose. *COIB v. Marcillo,* COIB Case No. 2012-502 (2013); *COIB v. Malchi*, COIB Case No. 2012-502a (2013).

An Administrative Director of Social Services for the New York City Department of Homeless Services ("DHS") misused an agency vehicle for unauthorized personal purposes. The Administrative Director had been authorized, by DHS, to use an agency vehicle only for her daily commute from her residence to her DHS workplace and to respond to emergencies at DHS facilities on a 24-hour basis as needed. In a joint settlement of an agency disciplinary action and a Board enforcement action, the Administrative Director admitted to using the vehicle to travel

outside of City limits and to take her daughter to and from school; she agreed to pay a $3,750 fine to DHS to resolve the charges. *COIB v. Chavez-Downes*, COIB Case No. 2012-746 (2013).

A Borough Supervisor (Custodians) for the New York City Department of Citywide Administrative Services ("DCAS") misused her position and City resources for personal gain. In a joint settlement of an agency disciplinary action and a Board enforcement action, the now former Borough Supervisor admitted she misused her position over DCAS employees who reported to her. Specifically, she regularly asked two subordinates to buy her lunch, borrowed at a total of at least $600 from six subordinates, and arranged for three subordinates to come to her home on the weekends to paint a bedroom, repair a leak in her sink, and clean her carpets using DCAS-owned equipment. She also admitted to misusing City resources by taking her grandchild to school in a DCAS vehicle. As a penalty, the Borough Supervisor agreed to irrevocably resign from DCAS, to never seek employment with any City agency in the future, and to forfeit $1,000 of accrued annual leave. *COIB v. Blackman*, COIB Case No. 2012-605 (2013).

A Construction Project Manager for the New York City Department of Design and Construction ("DDC") misused DDC office and technology resources to manage his private rental properties on City time. In a joint settlement of an agency disciplinary action and a Board enforcement action, the Construction Project Manager admitted that, to conduct his private business, he used a DDC computer to create and store documents relating to his rental properties and used his DDC office phone and email account to communicate with attorneys and others about managing and financing those rental properties. As a penalty for these conflicts of interest law violations and for unrelated misconduct that violated agency rules, the Construction Project Manager served a 30-day suspension without pay, worth $5,195, and agreed to forfeit thirteen days of annual leave, valued at $3,376. *COIB v. Patel*, COIB Case No. 2011-816 (2013).

The Board reached a settlement with a Director in the Corporate Support Services ("CSS") Division of the New York City Health and Hospitals Corporation ("HHC"), who paid a $1,750 fine to the Board. The Director admitted that she paid her subordinate, a CSS Institutional Aide, $100 to refinish the floors in her personal residence**.** The Director also admitted that the Institutional Aide and another HHC employee, a CSS Motor Vehicle Operator, delivered a floor stripping machine belonging to HHC to the Director's apartment during their City work hours for use on the floor refinishing project. The Director acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a City employee from entering into a financial relationship with his or her subordinate and from using City resources, such as equipment, for non-City purposes. *COIB v. E. Rodriguez*, COIB Case No. 2012-473a (2012).

The Board and the New York City Department of Education ("DOE") concluded a joint settlement with an Assistant Principal who paid a $1,000 fine to the Board. The Assistant Principal admitted that he wrote a letter on DOE letterhead recommending placement in a private school special education program for "Student A," a pre-Kindergarten child, for the non-City purpose of furthering the interest of Student A's parents, who submitted the letter to the Committee on Special Education ("CSE"). CSE administers the process by which DOE decides whether it would be appropriate to place a learning disabled student in a non-public special education program. Student A's parents were in the process of attempting to obtain a placement for Student A in a private school special education program. The Assistant Principal admitted

that his conduct violated the City's conflicts of interest law, which prohibits a City employee from using City resources, such as agency letterhead, for a non-City purpose. *COIB v. DiVittorio*, COIB Case No. 2012-568 (2012).

The Board issued its Findings of Facts, Conclusions of Law, and Order fining a former School Secretary for the New York City Department of Education ("DOE") $9,000 for using a DOE procurement credit card, also known as a P-Card, to make at least $3,000 in personal purchases, such as at gas stations and fast food restaurants, between August 2009 and May 2011. The former School Secretary, as the school's business manager, had been entrusted with the P-Card for the sole purpose of making purchases for the school. The Board's Order adopts the Report and Recommendation of New York City Office of Administrative Trials and Hearings ("OATH") Administrative Law Judge ("ALJ") Alessandra F. Zorgniotti, issued after a trial. The Board found that the ALJ correctly determined that the former School Secretary misused the school's P-Card and that, in so doing, violated the City of New York's conflicts of interest law, which prohibits a public servant from using his or her City position for private financial gain and from using City resources, such as school funds, for any non-City purpose. The former School Secretary resigned during the course of the investigation of this matter and failed to appear at the hearing at OATH; nonetheless, the Board ordered that she pay a fine of $9,000. *COIB v. Vera*, OATH Index No. 1677/12, COIB Case No. 2011-750 (Order Dec. 20, 2012).

The Board and the New York City Department of Information Technology and Telecommunications ("DoITT") concluded a joint settlement with the former Director of Office Services at DoITT who agreed to pay a $5,000 fine to the Board, serve a 30 work-day work suspension, valued at approximately $7,144.78, and irrevocably resign his position. First, the former Director of Office Services admitted that he asked the Chief Executive Officer of a DoITT vendor, of whose dealings with DoITT the former Director of Office Services was aware, for four New York Yankees tickets, for which the former Director paid a nominal amount. The former Director of Office Services also admitted that he asked for and received four free tickets to a National Hockey League game from a DoITT vendor whose work with DoITT he oversaw. The former Director of Office Services also admitted that he asked the same DoITT vendor to perform a personal move for him and to prepare an invoice describing the service as moving City property so that the vendor could bill DoITT for his personal move. As a consequence of this request, the vendor performed the move and did not bill him for it. The former Director of Office Services admitted that his conduct violated the City's conflicts of interest law, which prohibits a City employee from accepting any valuable gift from any firm that such public servant knows is, or intends to become, engaged in business dealings with the City. Second, the former Director of Office Services admitted that he, on a regular basis, ordered his subordinates to deliver City property, namely, jugs of drinking water, to a City vendor. The former Director of Office Services admitted that his conduct violated the City's conflicts of interest law, which prohibits a City employee from using City resources for a non-City purpose. Finally, the former Director of Office Services admitted that he, on several occasions, ordered his subordinates to either pick him up or drop him off at a car repair shop, after he had dropped off his personal vehicle for repairs. The former Director of Office Services admitted that his conduct violated the City's conflicts of interest law, which prohibits a City employee from using his position as a public servant to obtain a personal benefit. *COIB v. Sivilich*, COIB Case No. 2012-583 (2012).

The Board issued a public warning letter to a New York City Department of Education ("DOE") teacher for using her DOE e-mail account to send an email during her DOE work hours to inform DOE employees that she was running for the United Federation of Teachers Chapter Leader position and to seek their vote. The teacher acknowledged that her conduct violated the City's conflicts of interest law, which prohibits public servants from using City resources for any non-City purpose and from pursuing personal and private activities during times when the public servant is required to perform services for the City. *COIB v. Caggiano,* COIB Case No. 2012-412 (2012).

A Complaint Investigator at the Office of Equal Opportunity ("OEO") for the New York City Department of Education ("DOE") paid a $500 fine to the Board for using a City car for a personal purpose. The Complaint Investigator was assigned a City vehicle by DOE to travel for his OEO investigative work. He admitted that one night, at 12:30 a.m., he drove the City vehicle from his home in Brooklyn to Manhattan to pick up his girlfriend at her job, which he was not authorized by DOE to do. The Complaint Investigator acknowledged that, in so doing, he violated the City's conflicts of interest law, which prohibits a public servant from using any City resource – which would include a City vehicle in addition to office resources like a computer, telephone, or fax machine – for any non-City purpose. *COIB v. Brennan,* COIB Case No. 2012-540 (2012).

A former Engineering Auditor at the New York City Economic Development Corporation ("EDC") paid the Board a $7,500 fine for using City time and resources to perform work for his sneaker business. The former Engineering Auditor admitted that, during hours he was required to be performing work for EDC, he used his EDC computer to (a) complete 106 seller transactions on eBay, totaling $9,724.99; (b) click on a sneaker-related website, link to a sneaker-related website, or refresh a sneaker-related website at least 9,530 times, or approximately 159 times each workday during a three-month period; and (c) hit the bidding websites bid.openx.net 41,453 times and eBay 6,595 times, or, combined, approximately 802 times during each workday over a three-month period. The former Engineering Auditor acknowledged that, in so doing, he violated the provisions of the City's conflicts of interest law that prohibit City employees from using City time or City resources for any non-City purpose, especially for any private business purpose. *COIB v. Lim,* COIB Case No. 2012-364 (2012).

An Electrical Engineer for the New York City Department of Environmental Protection ("DEP") agreed to serve a fifteen-day suspension, worth approximately $3,790, for using his DEP email account and DEP office equipment to do work for his private employers. In a joint settlement of an agency disciplinary action and a Board enforcement action, the DEP Electrical Engineer admitted his conduct violated the DEP Uniform Code of Discipline and the City's conflicts of interest law, which prohibits using City resources for any non-City purpose. *COIB v. Dance*, COIB Case No. 2012-486 (2012).

A former Principal for the New York City Department of Education ("DOE") violated the City's conflicts of interest law by using a DOE-issued credit card—known as a Procurement Card or P-Card—to make approximately $9,000 of personal purchases. In a public disposition of the Board's charges, the former Principal admitted that he understood DOE issued him the P-Card to pay for educational and school-related expenses only and acknowledged that, by using

the P-Card for personal purchases, he violated the City's conflicts of interest law. In a January 2010 settlement with the DOE, the then-Principal agreed to pay $9,000 to DOE, to irrevocably resign his position, and to never seek future employment with DOE. The Board imposed no additional penalty in its case. *COIB v. V. Thompson,* COIB Case No. 2009-845 (2012).

A former Assistant to the Chief Engineer in the Bureau of Engineering at the New York City Department of Sanitation ("DSNY") paid the Board a $7,500 fine for his multiple violations of the City of New York's conflicts of interest law. Also, in the first case of its kind since City voters approved, in November 2010, an amendment to the conflicts of interest law giving the Board the power to order the disgorgement of any gain or benefit obtained as a result a violation of the conflicts of interest law, the former Assistant paid the Board, in addition to the fine, the value of the benefit he received as a result of his violations. First, the former Assistant admitted that he referred a DSNY subordinate to an attorney to represent her in a personal injury lawsuit, for which referral the former Assistant received a fee, in the amount of $1,696.82. The former Assistant acknowledged that, in so doing, he violated the provisions of the City's conflicts of interest law that prohibit City employees from using their City positions to obtain a personal financial benefit and from entering into a business or financial relationship with a City superior or subordinate. Second, the former Assistant admitted that he performed work on his subordinate's personal injury lawsuit and on another compensated legal matter on City time and using City resources, including his DSNY office for meetings and his DSNY computer, telephone, and e-mail account. The former Assistant acknowledged that, in so doing, he violated the provisions of the City's conflicts of interest law that prohibit City employees from using City time or City resources for any non-City purpose, especially for any private business purpose. Finally, the former Assistant admitted that he provided to a private law firm, for a personal, non-City purpose, disciplinary complaints concerning a DSNY employee, which complaints included the employee's home address, date of birth, and Social Security number. The former Assistant acknowledged that, in so doing, he violated the provision of the City's conflicts of interest law that prohibits City employees from using information that is not otherwise available to the public for the public servant's own personal benefit or for the benefit of any person or firm associated with the public servant (including a parent, child, sibling, spouse, domestic partner, employer, or business associate) or to disclose confidential information obtained as a result of the public servant's official duties for any reason. For these violations, the former Assistant paid the Board a $7,500 fine as well as the value of the benefit he received as a result of the violations, namely the referral fee, in the amount of $1,696.82. *COIB v. S. Taylor,* COIB Case No. 2011-193 (2012).

In a joint disposition with the Board and the New York City Department of Health and Mental Hygiene ("DOHMH"), a Scientist in the Office of Radiological Health in the DOHMH Bureau of Environmental Sciences and Engineering agreed to pay a $6,000 fine to the Board. In a joint settlement of an agency disciplinary action and a Board enforcement action, the Scientist acknowledged that, in a public disposition in January 2009, he admitted that he had identified himself as a DOHMH employee by his DOHMH title, address, telephone number, and e-mail address in a scholarly article without submitting the article through the DOHMH vetting process and that, for this conduct, he paid a fine to DOHMH equal to three days' pay, valued at $699. The Scientist admitted that, within one month of signing that agreement, he began submitting articles for publication in a different journal, still without DOHMH approval, but instead of

identifying himself by his DOHMH title and work address, he identified himself as if he were affiliated with Brooklyn Hospital Center, which he was not. This course of action was suggested to him by a physician at Brooklyn Hospital Center with whom the Scientist deals as part of his official DOHMH duties. The Scientist continued to use his DOHMH e-mail address, phone number, and fax number in connection with these submissions and publications. He also used, without permission, the staff at the DOHMH Health Library to do research for his private publications and used his City computer and e-mail account, at times he was required to be performing work for DOHMH, to research and write the articles. This conduct violated the DOHMH Standards of Conduct and the City's conflicts of interest law, specifically the provisions that prohibit City employees from using their City positions to advance a private or personal interest and prohibit City employees from using City time or City resources for any non-City purpose. *COIB v. D. Hayes*, COIB Case No. 2012-399 (2012).

The Board and the New York City Comptroller's Office concluded settlements with two Comptroller's Office employees – a Telecommunications Associate in the Bureau of Information Services and the manager of the Help Desk in the Bureau of Information Services – who used their City computers and e-mail accounts to perform work for their private jobs as real estate agents during hours they were required to be performing work for the Comptroller's Office. This conduct violated the Comptroller's Office Rules and Procedures and the City's conflicts of interest law. As a penalty, the Telecommunications Associate agreed to pay a ten-day pay fine, valued at $3,008.88, and the Help Desk Manager agreed to pay a three-day pay fine, valued at $1,316.45. COIB v. Innamorato, COIB Case No. 2012-492 (2012*); COIB v. A. Perez*, COIB Case No. 2012-492a (2012).

The Board and the New York City Department of Citywide Administrative Services ("DCAS") concluded a settlement with a Supervisory Elevator Mechanic who sold scrap metal that he had removed from three DCAS-operated buildings for personal profit. In a joint settlement of an agency disciplinary action and a Board enforcement action, the Elevator Mechanic acknowledged that, because the City sells scrap metal for profit, his actions resulted in lost revenue to the City. The Elevator Mechanic erroneously believed he had obtained authorization to take the scrap metal. Nonetheless, his conduct violated the DCAS Code of Conduct and the City's conflicts of interest law, which prohibits City employees from selling City resources for personal profit or from using them for any non-City purpose. As a penalty, the Elevator Mechanic agreed to pay DCAS $7,442.50, an amount equal to half of what he earned selling the scrap metal. *COIB v. Marinello*, COIB Case No. 2012-314 (2012).

In a joint disposition with the Board and the New York City Administration for Children's Services, a Supervisor of Mechanical Installations was fined $1,250, payable to the Board, and five days' pay, valued at approximately $1,256, payable to ACS, for using a subordinate ACS employee to serve divorce papers on his wife during their City work hours. As part of his official duties, the Supervisor of Mechanical Installations was responsible for supervising Maintenance Workers at the Crossroads Juvenile Center in Brooklyn ("Crossroads"). The Supervisor of Mechanical Installations admitted that on October 22, 2010, from approximately 7:20 a.m. until 9:40 a.m., he traveled with a subordinate ACS Maintenance Worker from the Crossroads facility to his wife's work location in downtown Manhattan so that the Maintenance Worker could serve the Supervisor's wife with divorce papers. The Supervisor of Mechanical Installations and the Maintenance Worker were required to be performing work

for the City during the time they traveled to Manhattan. The Supervisor of Mechanical Installations admitted that: (1) by using a subordinate employee to avoid the personal expense of hiring a process server, he violated City Charter § 2604(b)(3), which prohibits any public servant from using his or her position to obtain any financial gain or personal advantage; (2) by serving divorce papers on his wife during his City work hours, he violated City Charter § 2604(b)(2), pursuant to Board Rules § 1-13(a), which prohibits any public servant from pursuing personal activities during times the public servant is required to perform services for the City; (3) by using a subordinate employee to serve divorce papers on the Supervisor's wife during the subordinate's City work hours, he violated City Charter § 2604(b)(2), pursuant to Board Rules § 1-13(b), which prohibits any public servant from using City resources, including City personnel, for any non-City purpose; and (4) by using a subordinate employee to serve divorce papers on his wife during the subordinate employee's City work hours, he caused the subordinate employee to violate Chapter 68, thereby violating City Charter § 2604(b)(2), pursuant to Board Rules § 1-13(d), which prohibits any public servant from causing another public servant to violate the conflicts of interest law. *COIB v. R. Gonzalez,* COIB Case No. 2011-055 (2012).

The Board and the New York City Housing Authority ("NYCHA") concluded settlements with two NYCHA employees – a Housing Stock Worker and the Assistant Chief of the General Services Department's Fleet Administration – who used City personnel to perform repairs on their personal vehicles. In joint settlements of agency disciplinary actions and Board enforcement actions, both employees admitted to using City personnel in NYCHA's Fleet Administration to install in their personal vehicles car parts that they had purchased: an air pump for the Housing Stock Worker and brakes for the Assistant Chief. This conduct violated the NYCHA Human Resources Manual and the City's conflicts of interest law, which prohibits the use of City personnel for any non-City purpose. As a penalty, the Housing Stock Worker and the Assistant Chief each agreed to serve five work-day suspensions, valued at $812 for the Housing Stock Worker and $1,421 for the Assistant Chief. *COIB v. Charbonier,* COIB Case No. 2011-622b (2012); *COIB v. Shepard,* COIB Case No. 2011-622e (2012).

In a joint settlement with the Board and the New York City Department for the Aging ("DFTA"), a Secretary in the DFTA Bureau of Human Resources admitted that she created four DFTA identification cards in addition to her official ID card, three with different photographs of her and different signatures and one with a different name, and that she stamped plain white envelopes with DFTA pre-paid metered postage, all for her personal use. This conduct violated the DFTA Code of Conduct and the City's conflicts of interest law, which prohibits the use of City resources for any non-City purpose. As a penalty for this and for other, unrelated conduct, the Secretary agreed to serve a forty-five calendar-day suspension, valued at $4,757.12. *COIB v. Balkcom,* COIB Case No. 2011-825 (2012).

A Supervisor of Mechanics for the New York City Department of Environmental Protection ("DEP") was penalized for misusing his position at DEP and City resources for personal purposes. In a joint settlement of an agency disciplinary action and a Board enforcement action, the DEP Supervisor admitted he directed a Machinist whom he supervised to use a DEP lathe to determine whether a car part the Supervisor owned was salvageable, which conduct violated the DEP Uniform Code of Discipline and the City's conflicts of interest law, which prohibits City employees from using their City positions for personal advantage and from

using City resources for personal purposes. As a penalty, the Supervisor served a one-day suspension and lost four vacation days, the approximate value of which amounted to $1,967. *COIB v. Paci*, COIB Case No. 2012-246 (2012).

The Board issued a public warning letter to the Director of Human Resources for the New York City Department for the Aging ("DFTA") who asked his subordinate, a Secretary, to prepare a letter from him to the New Jersey Motor Vehicle Commissioner concerning a complaint of insurance fraud the Director was handling for his elderly father arising from a car accident in which he was involved. The Director asked his subordinate to perform this purely personal task for him during hours she was required to be performing work for DFTA. The Board advised that, by using his position as the Director of Human Resources to have his subordinate perform a purely personal task on his behalf during hours she should have been performing work for DFTA, he used his City position to obtain a personal benefit and used City personnel for a non-City purpose, both in violation of the City's conflicts of interest law. *COIB v. R. Lorenzo*, COIB Case No. 2011-825a (2012).

The Board and the New York City Human Resources Administration ("HRA") concluded a three-way settlement with an HRA Executive Regional Manager who paid a $3,750 fine to the Board for using his assigned City vehicle for personal travel and to run personal errands, despite two prior warnings from HRA that such use was prohibited. In 2007, the Executive Regional Manager was authorized full-time use of a City vehicle to travel to and between HRA facilities, and to commute between his residence in Manhattan and HRA facilities, or between his personal friend's residence in Long Island City, Queens, and HRA facilities. The Executive Regional Manager was not authorized to use the assigned City vehicle for any other purposes, and on at least two occasions, HRA specifically informed him that he could not use the assigned City vehicle for personal travel. Despite the two prior warnings, the Executive Regional Manager admitted that, on more than one occasion, he used his assigned City vehicle to travel between his residence and his personal friend's residence and to transport his personal friend to work. The Executive Regional Director also admitted that he used his assigned City vehicle to travel with his mother to the grocery store on one occasion. The Executive Regional Manager admitted that his conduct violated City Charter § 2604(b)(2), pursuant to Board Rules § 1-13(b), which prohibits City employees from using City resources, including a City vehicle, for personal purposes. *COIB v. Gomez*, COIB Case No. 2012-095 (2012).

A former City Planner at the New York City Department of City Planning ("DCP") paid a $6,500 fine to the Board for using City resources and her City position for her personal benefit. The former City Planner admitted that in 2007 she created a fake City parking placard and, from 2007 to 2011, displayed it in her private vehicle to avoid receiving parking tickets for parking in otherwise prohibited spaces. The fake City parking placard fraudulently utilized the logo of the City of New York and fraudulently stated that it was issued by DCP. The former City Planner admitted that, on three occasions, she used the fake City parking placard to have parking summons dismissed at the New York City Department of Finance Parking Violations Operations ("PVO") hearings. At each PVO hearing, the former City planner presented the fake City parking placard as if it were legitimate and represented herself as a DCP employee; as a result, each time, the summons was dismissed. The former City Planner acknowledged she violated the City's conflicts of interest law by using her DCP position to obtain a personal benefit and by

using a City resource for a non-City purpose. *COIB v. K. Stewart*, COIB Case No. 2012-162 (2012).

A Principal for the New York City Department of Education ("DOE") paid a $1,000 fine to the Board for using his City position and a City resource for his personal benefit. The Principal admitted that, in July 2007, he accepted the donation of a grand piano to his school. In Spring 2009, the Principal hired a private moving company to move the piano from his school to his residence for his personal use; he did not seek permission from anyone senior to himself at DOE prior to making this move. The Principal acknowledged that he violated the City's conflicts of interest law by using his DOE position to take a City resource home for his personal use. In setting the $1,000 fine, the Board took into account that, in resolution of disciplinary proceedings that were brought by DOE arising out of the same conduct, the Principal resigned from DOE in March 2010 and returned the piano. *COIB v. Neblett*, COIB Case No. 2010-015 (2012).

A teacher for the New York City Department of Education ("DOE") paid a $1,000 fine to the Board for using her City position and a City resource for her personal benefit. The teacher admitted that her school was provided with 11 official City parking placards, to be used by the school's principal and the school staff on a first-come, first-served basis. The teacher made an unauthorized photocopy of one of these official City parking placards and then used it for her personal use to park near the school without receiving parking tickets. The teacher acknowledged she violated the City's conflicts of interest law by using her DOE position to obtain a personal benefit and by using a City resource for a non-City purpose. *COIB v. Mercado*, COIB Case No. 2011-478 (2012).

In a joint settlement with the Board and the New York City Department of Information Technology and Telecommunications ("DoITT"), a Senior Administrative Coordinator agreed to resign in resolution of her violations of the City's conflicts of interest law and separate violations of the DoITT Code of Conduct. The Senior Administrative Coordinator acknowledged that she used an agency-owned Blackberry to make 19,857 minutes of personal, non-City calls over the course of ten months, incurring $3,316.10 in charges, which charges she knowingly failed to repay to DoITT. The Senior Administrative Coordinator admitted that this use of City resources was in excess of the *de minimis* amount permitted by the City's Policy on Limited Personal Use of City Office and Technology Resources (also known as the "Acceptable Use Policy"). The Senior Administrative Coordinator acknowledged that her conduct violated the City's conflicts of interest law provisions that prohibit a public servant from using City resources to pursue private, non-City activities. The Senior Administrative Coordinator agreed to resign from DoITT and never seek future employment with DoITT. *COIB v. Mayo*, COIB Case No. 2012-326 (2012).

In a joint settlement with the Board and the New York City Department of Education ("DOE"), an Assistant Principal paid a $25,000 fine to DOE for using City resources for a personal, non-City purpose. The Assistant Principal admitted that, in June 2011, he was given 75 Great Adventure tickets that had been donated to the school. Although he understood that these tickets were to be used by the school's faculty, the Assistant Principal instead gave some to his friend's Cub Scout troop, some to his family visiting from Puerto Rico, and twenty-five to his

brother, who is not a DOE employee and who attempted to sell the tickets on eBay. The Assistant Principal acknowledged that, by using the donated Great Adventure tickets, a City resource, for the non-City purpose of giving them to his brother and his friend's Cub Scout troop, he violated the City's conflicts of interest law provision prohibiting public servants from using City resources for any non-City purpose. *COIB v. Borrero*, COIB Case No. 2012-150a (2012).

In a joint settlement with the Board and the New York City Department of Health and Mental Hygiene ("DOHMH"), a City Research Scientist IV in the Division of Informatics and Information Technology agreed to pay a $2,000 fine for using her City computer and DOHMH e-mail account to perform work for the American Public Health Association, a not-for-profit organization that she served as Secretary of the Public Health Nursing Section, which position was not part of her DOHMH duties. The City Research Scientist admitted that her use of City resources for her volunteer work was in excess of the *de minimis* amount permitted by the City's Policy on Limited Personal Use of City Office and Technology Resources (also known as the "Acceptable Use Policy"), including sending and receiving thousands of APHA e-mails and storing over 100 APHA documents on her City computer. The City Research Scientist acknowledged that her conduct violated the City's conflicts of interest law provisions that prohibit a public servant from using City time or City resources to pursue private, non-City activities. *COIB v. Bennett*, COIB Case No. 2012-098 (2012).

The Board fined a former Locksmith for the New York City Health and Hospitals Corporation ("HHC") $1,750 for hiring a subordinate employee to perform work for his private business and for using a City computer to store documents related to the private business. The former Locksmith, who was also the owner of Custom Lock and Alarm, acknowledged that, on approximately ten occasions between November 9, 2008, and November 9, 2011, he hired a subordinate HHC Locksmith whom he supervised to perform work for Custom Lock and Alarm, for which work he paid the subordinate. The former Locksmith also admitted that, between April, 17, 2007, and May 18, 2011, he used an HHC computer to store seven business proposals for Custom Lock and Alarm. The former Locksmith admitted that his conduct violated City Charter § 2604(b)(14), which prohibits public servants from entering into financial relationships with subordinate public servants, and City Charter § 2604(b)(2), pursuant to Board Rules § 1-13(b), which prohibits City employees from using City resources for non-City activities, in particular any private business or outside employment. *COIB v. Tirado*, COIB Case No. 2012-151 (2012).

The Board fined a former Master Electrician for the New York City Department of Education ("DOE") $3,500 for performing work for his private business during his DOE work hours and for using a DOE vehicle in connection with the private business. The former Master Electrician, who was also the owner of Lenlite Electrical Contractors, Inc., acknowledged that, while he was employed by DOE, he traveled to Lenlite jobsites and purchased tools, supplies, and other materials for Lenlite at times he was required to be performing work for DOE. The former Master Electrician also admitted that, while he was employed by DOE, he transported Lenlite employees to Lenlite jobsites using a DOE-assigned vehicle. The former Master Electrician acknowledged that his conduct violated City Charter § 2604(b)(2), pursuant to Board Rules §§ 1-13(a) and 1-13(b), which prohibits City employees from using City time and

resources for non-City activities, in particular any private business or outside employment. *COIB v. L. Nelson*, COIB Case No. 2011-591 (2012).

The Board fined the former Commissioner of the New York City Department of Finance $22,000 for her multiple violations of the City's conflicts of interest law. The former Finance Commissioner acknowledged that, in February 2005, advice was sought from the Board on her behalf as to whether, in light of her position as Finance Commissioner, she could serve as a paid independent member of the Board of Directors of Tarragon Realty Investors Inc., a publicly-traded real estate investment company with no real estate in New York City. The Board advised, in writing, that she could serve as a Tarragon Board Member, provided that, among other things, she not use her City position to obtain any advantage for Tarragon or its officers or directors and she not use any City equipment, letterhead, personnel, or resources in connection with her Board service. Despite these written instructions from the Board, the former Finance Commissioner proceeded to engage in such prohibited conduct. First, the Finance Commissioner admitted that, from March 2005 through April 2009, she used her City computer and City e-mail account to send and receive approximately 300 e-mails related to Tarragon. The former Finance Commissioner acknowledged that this conduct violated the City's conflicts of interest law, which prohibits any public servant from using City equipment or resources for any non-City purpose. Second, the former Finance Commissioner admitted that, in August 2007, she sent two e-mails in particular from her Finance e-mail account on behalf of Tarragon. The first was to a Senior Client Manager at a bank, with whom and with which bank she had dealt in her official capacity as Finance Commissioner, inquiring about the time frame for the bank's decision to extend loan commitments and provide additional financing to Tarragon on some of its properties for which the bank held mortgages and about whether that time frame might be extended. The second was to a Senior Program Analyst in the Governmental Liaison Office of the Internal Revenue Service inquiring about the issuance of a federal tax refund owed to Tarragon and the IRS's then current timeframe for issuing refund checks and when the refund might be issued in light of the major liquidity issues being faced by Tarragon. In both e-mails, the former Finance Commissioner identified herself as the Finance Commissioner. The former Finance Commissioner acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from using his or her City position to benefit himself or herself or a person or firm with which he or she is associated. As a paid independent director of Tarragon, the former Finance Commissioner was "associated" with Tarragon within the meaning of the City's conflicts of interest law. Third, the former Finance Commissioner admitted that she asked the First Deputy Commissioner at Finance and the former Commissioner's Executive Assistant at Finance to perform administrative tasks for her on Tarragon-related matters, which tasks these subordinates performed. The former Finance Commissioner acknowledged that this conduct violated the City's conflicts of interest law, which prohibits any public servant from using City personnel for any non-City purpose. Separately, the former Finance Commissioner admitted that she sent an e-mail from her Finance e-mail account to the Vice President and General Counsel at a corporation that owns approximately twenty luxury rental apartment buildings in the City, with whom and with which owner she had dealt in her official capacity as Finance Commissioner, asking the Vice President to assist her registered domestic partner in looking for an apartment, which ultimately resulted in her renting an apartment in one of the corporation's buildings. In this e-mail, the former Finance Commissioner identified herself as the Finance Commissioner. The former Finance Commissioner acknowledged that this conduct violated the City's conflicts

of interest law, which prohibits a public servant from using his or her City position to benefit himself or herself or a person or firm with which he or she is associated. The former Finance Commissioner acknowledged that she was "associated" with her domestic partner within the meaning of the City's conflicts of interest law. The former Finance Commissioner also admitted that she sent an e-mail from her Finance e-mail account to the Senior Vice President of a trade association representing real estate interests in New York State, with whom and with which entity she had dealt in her official capacity as Finance Commissioner, and who was also a personal friend, for assistance for her recently laid off step-sister in finding a new job. In this e-mail, the former Finance Commissioner identified herself as the Finance Commissioner. The former Finance Commissioner acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from using his or her City position to benefit himself or herself or a person or firm with which he or she is associated. The former Finance Commissioner acknowledged that she was "associated" with her step-sister within the meaning of the City's conflicts of interest law. Finally, the former Finance Commissioner admitted that, in June and July 2008, she was personally and directly involved in the employment of her half-brother, who was employed at Finance as a paid summer and part-time college aide, including intervening with her half-brother's supervisor concerning supervisory and performance issues. The former Finance Commissioner acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from using his or her City position to benefit himself or herself or a person or firm with which he or she is associated. The former Finance Commissioner acknowledged that she was "associated" with her half-brother within the meaning of the City's conflicts of interest law. *COIB v. Stark*, COIB Case No. 2011-480 (2012).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement with a Motor Vehicle Operator in the DOHMH Bureau of Facilities, Planning and Administrative Service who, from January 3, 2011, to March 11, 2011, during approximately 99 hours of time she was required to be performing work for DOHMH, used a City computer to engage in online trading. The Motor Vehicle Operator acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time or City resources to pursue private, non-City activities and agreed to pay a $1,500 fine to DOHMH. *COIB v. Gibson*, COIB Case No. 2012-041 (2012).

In a joint disposition with the Board and the New York City Department of Health and Mental Hygiene ("DOHMH"), an Associate Public Health Sanitarian in the DOHMH Bureau of Food Safety and Community Sanitation agreed to the imposition of multiple financial penalties, including his resignation from DOHMH, for using a City vehicle for his private business. In addition to his City employment, the Associate Public Health Sanitarian also owns and runs a private entertainment business. In December 2010, the Associate Public Health Sanitarian admitted that, from at least July 2006 through November 2010, he had, during hours he was required to be performing work for DOHMH, used his City computer and e-mail account to perform work for his private entertainment business. For these violations, the Associate Public Health Sanitarian agreed to a term of suspension, the forfeiture of annual leave, and the payment of a fine, penalties totaling approximately $12,988. One year later, on December 30, 2011, the Associate Public Health Sanitarian took a DOHMH vehicle without permission to use in connection with a pre-New Year's Eve party hosted by his private entertainment company. At 5:00 a.m. on December 31, 2011, the Associate Public Health Sanitarian got into a car accident

with the DOHMH vehicle; he did not report this accident to any DOHMH supervisor until January 4, 2012. The Associate Public Health Sanitarian acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using City resources to pursue private, non-City activities. For this misconduct, the Associate Public Health Sanitarian agreed to (a) be suspended for 20 work days, valued at approximately $4,494; (b) resign from DOHMH; (c) never seek future employment with DOHMH or any other City agency; (d) forfeit $8,000 of his accrued annual leave; and (e) forfeit an additional $1,689 of his accrued annual leave to pay for the cost of repairing the damage to the DOHMH vehicle as a result of the car accident in which he was involved on December 31, 2011. *COIB v. Mark,* COIB Case No. 2012-014 (2012).

In a joint disposition with the Board and the New York City Department of Health and Mental Hygiene ("DOHMH"), a Supervising Public Health Advisor in the DOHMH Bureau of Health Insurance Services paid a $2,000 fine to DOHMH for, throughout 2010, at times he was required to be performing work for DOHMH, using a City computer and his DOHMH e-mail account to promote the sales of "bootlegged" DVDs. The Supervising Public Health Advisor acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time or City resources to pursue private, non-City activities. *COIB v. W. Singleton,* COIB Case No. 2011-627 (2012).

The Board and the New York City Administration for Children's Services ("ACS") concluded a three-way settlement with a Child Protective Specialist Supervisor II who agreed to be suspended for four days, valued at $1,172.20, for making a color photocopy of a City parking placard and then using it to avoid receiving parking tickets while parking her personal vehicle over a three-month period. The parking placard was issued by the New York City Department of Transportation to ACS for ACS employees to use only when their performing official ACS duties. The Child Protective Specialist Supervisor acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using his or her City position for any personal benefit and from using City resources for any non-City purpose. *COIB v. Harris*, COIB Case No. 2011-547 (2012).

The Board issued its Findings of Facts, Conclusions of Law, and Order detailing its determination that a New York City Department of Education ("DOE") Custodian violated the City's conflicts of interest law when he used a custodial employee to repair the roof and clean the gutters of a house he owns in Staten Island and then falsified DOE payroll records to pay the employee for that work with DOE funds. The Board found the Custodian violated two provisions of the City's conflicts of interest law, which prohibits public servants from using their positions with the City for financial gain and from using City resources for any non-City purpose. As a penalty, the Board fined the now former Custodian $2,500 for misusing his position as a public servant to arrange for a subordinate to perform private home repairs and $5,000 for using DOE funds (a City resource) to pay for those repairs. The Board's Order adopts the Report and Recommendation of New York City Office of Administrative Trials and Hearings Administrative Law Judge Kevin F. Casey, issued after a hearing on the merits. *COIB v. Zackria,* OATH Index No. 2525/11, COIB Case No. 2010-609 (Order Jan. 30, 2012).

The Board and the New York City Department of Design and Construction ("DDC") entered into a three-way settlement with a DDC Computer Associate who agreed to be suspended for seven days, valued at $1,743, for using City time and resources for non-City purposes by: sending several faxes from a City fax machine and storing several documents on her City computer related to her private business as a landlord; providing her DDC contact information to her tenant and to several other businesses; and, on ten occasions between February 28, 2011, and June 8, 2011, failing to return to her office on time after lunch despite falsely indicating on her timesheets that she had. The DDC Computer Associate acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time and resources to pursue non-City activities. *COIB v. Taylor-Williamson,* COIB Case No. 2011-768 (2012).

The Board and the New York City Department of Parks and Recreation ("Parks") entered into a three-way settlement with a Parks Computer Operations Manager who agreed to be suspended by Parks for thirty days without pay, valued at $5,300, and to pay a $4,500 fine to Parks, for a total financial penalty of $9,800. The Computer Operations Manager admitted that, between January 2007 and April 2011, he spent approximately one hour each day on his City computer, during times when he was required to be working for Parks, searching the internet for vehicles to be salvaged and sold through his private business. The Computer Operations Manager also admitted that he used City office resources to send approximately fifteen faxes concerning his private business. The Computer Operations Manager acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time and resources to pursue private, non-City activities. *COIB v. Vazgryn,* COIB Case No. 2011-473 (2012).

The Board and the New York City Department of Sanitation ("DSNY") concluded three-way settlements with three DSNY Sanitation Workers who, while in the course of conducting their regular collection routes, used a Sanitation truck to collect commercial waste, also known as "trade waste," from multiple restaurants in Brooklyn. Trade waste is not collected by DSNY, and the collection of trade waste is an impermissible use of a Sanitation truck. Each Sanitation Worker acknowledged that his conduct also violated the City's conflicts of interest law, which prohibits a public servant from using any City resource, such as a City vehicle, for any non-City purpose. The conduct at issue occurred in 2005, but these matters were not resolved until 2012 because the Sanitation Workers challenged the authority of DSNY to bring actions against them on the ground that the misconduct alleged was beyond the eighteen-month statute of limitations applicable to Sanitation Workers. This challenge was pursued by the Sanitation Workers at the New York City Office of Administrative Trials and Hearings, the New York State Supreme Court through an Article 78 petition, and eventually in an appeal to the Appellate Division, First Department. By decision dated June 23, 2011, the Appellate Division affirmed the authority of DSNY to bring these disciplinary actions, finding that the conduct charged – namely, violations of the City's conflicts of interest law – can be considered a crime, and thus constitutes an exception to the eighteen-month statute of limitations. *James v. Doherty,* 85 A.D.3d 640, 925 N.Y.S.2d 818 (1st Dep't 2011). The first Sanitation Worker was suspended for 90 work days, valued at $25,046.10; the second Sanitation Worker was suspended for 60 work days, valued at $16,697.47; the third Sanitation Workers was suspended for 90 work days, valued at $24,425.57. *COIB v. M. James,* COIB Case No. 2007-269 (2012); *COIB v. Gilbert,* COIB Case No. 2007-269a (2012); *COIB v. Maurice,* COIB Case No. 2007-269b (2012).

The Board issued its Findings of Facts, Conclusions of Law, and Order fining an Inspector for the New York City Department of Buildings ("DOB") who, on January 17, 2009, invoked his City position and used his Inspector's badge in an effort to get special treatment for his incarcerated son. The Board's Order adopts the Report and Recommendation of the Office of Administrative Trials and Hearings ("OATH"), issued after a full trial before Administrative Law Judge ("ALJ") Kevin F. Casey. The Board found that the ALJ correctly determined that the Inspector called the New York City Police Department ("NYPD") Transit District No. 12, where his son was being held for subway fare evasion, identified himself as a City Inspector, and asked that his son be treated with courtesy; the Inspector arrived at Transit District No. 12 later that night, again identified himself as a City Inspector, showed his DOB inspector shield, and demanded to see his son, that the charges against his son be dropped, and that his son be released. The ALJ found, and the Board adopted as its own findings, that the Inspector's conduct violated the City's conflicts of interest law, which prohibits a public servant from using his City position to benefit himself or any person or firm associated with the public servant and which also prohibits a public servant from using a City resource – which includes one's City identification, badge, or shield – for any personal, non-City purpose, such as attempting to obtain a special advantage not available to a member of the general public. For these violations, the ALJ recommended, and the Board ordered, that the Inspector pay a fine of $2,500. *COIB v. Maldonado*, OATH Index No. 1323/11, COIB Case No. 2010-548 (Order Dec. 8, 2011).

In a joint settlement with the Board and the New York City Department of Health and Mental Hygiene ("DOHMH"), a Supervising Public Health Advisor in the DOHMH Bureau of STD Prevention and Control agreed to pay a $1,000 fine to the Board, for, without permission from DOHMH, taking home the monitor from his DOHMH computer for his personal use because the monitor on his home computer was not working. The Supervising Public Health Advisor acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using City resources for any personal, non-City purpose. *COIB v. B. Burgos*, COIB Case No. 2011-726 (2011).

The Board fined the former Chief Financial Officer for the New York City Department of Education ("DOE") $6,500 for using his DOE e-mail account to perform work related to (a) a private financial services firm at which he became employed upon leaving DOE; and (b) his private real estate investment business. The former Chief Financial Officer acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using City resources to pursue private, non-City activities. *COIB v. Raab*, COIB Case No. 2011-368 (2011).

In a joint settlement with the Board and the New York City Department of Health and Mental Hygiene ("DOHMH"), an Associate Public Health Sanitarian in the DOHMH Division of Environmental Health, Bureau of Veterinary and Pest Control Services, agreed to pay a $2,000 fine to the Board and to be demoted from an Associate Public Health Sanitarian, Level III, to an Associate Public Health Sanitarian, Level II, resulting in an 8% salary reduction, or $5,698.24 less per year, for, at times he was required to be performing work for DOHMH, engaging in a variety of personal, non-City activities. The Associate Public Health Sanitarian admitted using his DOHMH e-mail account to perform work related to his completion of his graduate degree

and dissertation, his outside employment as an instructor at numerous collegiate institutions, his private tax preparation business, his private consulting business, and his work for multiple not-for-profit organizations of which he was the founder and president. The Associate Public Health Sanitarian acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time or City resources to pursue private, non-City activities. *COIB v. Udeh*, COIB Case No. 2011-361 (2011).

The Board imposed a $2,000 fine on a former Community Associate for the New York City Department of Education ("DOE") who prepared a letter on his school's letterhead falsely claiming that he did not get reimbursed for work-related expenses and then faxed that letter to his personal tax preparer in an attempt to obtain an unjustified tax deduction on his personal tax return. This purely personal use of DOE letterhead was done without the knowledge or consent of the school's Principal or the DOE Chancellor. The Community Associate acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using City resources, including City letterhead, for any non-City purpose. The amount of the fine would have been higher but for the Community Associate's voluntary resignation from DOE during the pendency of the Board proceeding. *COIB v. Capellan*, COIB Case No. 2011-427 (2011).

In a joint settlement with the Board and the New York City Department of Environmental Protection ("DEP"), DEP's Chief of Water Quality Construction agreed to pay full restitution to DEP and to pay a $1,269 fine to the Board for using a City E-ZPass to pay for $1,268.97 of tolls he incurred during personal travel. DEP had issued the Water Quality Construction Chief an E-ZPass to pay for tolls incurred while travelling to perform the official duties of that position during the workday. In a public disposition, the Chief admitted that, even though he was not authorized to use the E-ZPass to commute between his home and DEP, he did so on multiple occasions in 2009, incurring $1,268.97 in tolls that were charged to the City. The Chief acknowledged that this unauthorized use of City resources conflicted with the proper discharge of his official duties as a public servant, in violation of the DEP Uniform Code of Discipline and the City's conflicts of interest law. *COIB v. Marandi*, COIB Case No. 2011-360 (2011).

The Board fined a former Office Machine Aide at the New York City Department of Transportation ("DOT") $2,000 for, during times he was required to be performing work for DOT, using his City e-mail account and City telephone to perform work related to his private home-based internet travel agency. The former Office Machine Aide admitted that he had used his DOT e-mail account to send or receive 182 e-mails and also used his DOT telephone to make 140 calls totaling over 21 hours, all related to his private travel agency. The former Office Machine Aide acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time or City resources for any non-City purpose. *COIB v. Julien*, COIB Case No. 2008-880 (2011).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement with an Administrative Investigator who used his DOHMH-issued E-ZPass for personal purposes. The Administrative Investigator admitted that he was issued an E-ZPass by DOHMH for performing his official DOHMH duties and that he was prohibited from using the E-ZPass on purely personal trips. However, as the Administrative

Investigator admitted, in 2009 and 2010 he used the E-ZPass 27 times for purely personal trips, at a cost to DOHMH of $111.92. The Administrative Investigator acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using a City resource, such as a City-issued E-ZPass, for a personal, non-City purpose. For this misconduct, the Administrative Investigator agreed to pay restitution to DOHMH of $111.92, pay a fine to DOHMH of $600, and forfeit 3 days of annual leave, valued at $987.06, for a total financial penalty of $1,698.08. *COIB v. Pizarro*, COIB Case No. 2010-273 (2011).

The Board and the New York City Department of Housing Preservation and Development ("HPD") concluded a three-way settlement with the HPD Director for Labor Relations and Discipline and head of the HPD Disciplinary Unit who agreed to pay a $2,500 to the Board for using two HPD subordinates to run a personal errand during their City work hours while using a City vehicle and for using a City vehicle without authorization to commute to and from work. The Director acknowledged that, in or around May 2009, she asked two HPD subordinates to pick up 25 custom-made t-shirts she ordered for a family cruise. The Director acknowledged that her two subordinates used an HPD vehicle during their City work hours to travel from 100 Gold Street in Manhattan to Church Avenue in Brooklyn to pick up the t-shirts for her. The Director further acknowledged that, in or around 2006 or 2007, she used the City vehicle assigned to the HPD Disciplinary Unit without authorization from HPD to commute to and from work for one year. The Director admitted that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using City resources for any non-City purpose and from using or attempting to use his or her position to obtain any personal benefit or financial gain, direct or indirect, for the public servant or any person or firm associated with the public servant. *COIB v. Naidu-Walton*, COIB Case No. 2010-063 (2011).

The Board fined the former Vice-Chairman of the New York City Housing Authority ("NYCHA) $2,000 for using NYCHA letterhead and his NYCHA subordinate for personal, non-City purposes. The former Vice-Chairman admitted using NYCHA letterhead on two occasions for purely personal purposes: once to write a letter to the Executive Director of Prudential Douglas Elliman praising the Prudential broker who handled the sale of his apartment, and who was also a personal friend of thirty-five years, and then to write a letter to a federal judge seeking leniency for a family friend about to be sentenced on one count of distribution of child pornography. Neither use of NYCHA letterhead was done with the knowledge or consent of the NYCHA Chairman. Additionally, the former Vice-Chairman admitted to using his NYCHA Subordinate, an Administrative Manager, to type both personal letters for him, as well as to create an e-mail list and address list for a private social organization of which he has been a member. The former Vice-Chairman acknowledged that this conduct violated the City of New York's conflicts of interest law, which prohibits a public servant from using City resources, which include City letterhead and City personnel, for any non-City purpose. *COIB v. Andrews*, COIB Case No. 2011-156 (2011).

The Board and the New York City Business Integrity Commission ("BIC") concluded a three-way settlement with a BIC Market Agent who agreed to be suspended for 30 days without pay, valued at $3,403, for using BIC letterhead to write and send a letter for a personal non-City purpose. The Market Agent acknowledged that, on March 1, 2010, he used BIC letterhead to write a personal letter, which he then sent, from a fictitious person at BIC to the New York State Department of Taxation and Finance falsely stating that BIC does not have a reimbursement

policy for work-related expenses and supplies in an attempt to obtain a personal tax deduction. The Market Agent further acknowledged that his use of BIC letterhead was done without the knowledge or consent of the Chair of BIC and served no City purpose. The Market Agent admitted that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using City resources, such as agency letterhead, for any non-City purpose. *COIB v. A. Lee*, COIB Case No. 2010-830 (2011).

The Board and the New York City Department of Education ("DOE") concluded a three-way settlement with a DOE Principal who agreed to pay DOE a $5,000 fine and restitution in the amount of $764.03 for using his DOE secretary to proofread and edit his essays for his personal doctoral degree and for authorizing the payment of per-session hours for her to do this work. Per-session hours are compensation given to DOE employees for DOE-related activities performed outside of their normal DOE work hours, such as before school, after school, on the weekend, on holidays, or during the summer. The Principal acknowledged that, from September 15, 2009, to April 12, 2010, he had his DOE secretary proofread and edit eighteen essays for his doctoral degree at New York University and authorized the payment to her of 39 per-session hours, for a total payment to her of $764.03, for that work. The Principal admitted that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using City resources, such as City personnel and money, for any non-City purpose. *COIB v. Smolkin,* COIB Case No. 2011-084 (2011).

The Board and the New York City Housing Authority ("NYCHA") concluded a three-way settlement with a Procurement Analyst who agreed to be suspended for 40 days without pay, valued at $7,616, for using his City computer, telephone, and e-mail account during his City work hours to do work for his private business as a running coach. The Procurement Analyst admitted that, between January 2007 and December 2010, he used City office resources during his City work hours to: (a) send and receive approximately 450 e-mail messages; (b) store 86 documents; and (c) make 19 calls using his City telephone, all for his private business as a running coach. The Procurement Analyst acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using City resources for any non-City purpose and from using City time to pursue non-City activities, in particular a private business or outside employment. *COIB v. Ruiz,* COIB Case No. 2011-015 (2011).

In a joint settlement with the Board and the New York City Department of Environmental Protection ("DEP"), a DEP Administrative Accountant forfeited three days of annual leave as a penalty for his immoderate and unauthorized personal use of City office and technology resources. In a public disposition, the DEP Administrative Accountant admitted to using his DEP e-mail account to send and receive, over an 18-month period, 1,202 messages relating to a Jaguar car club to which he belongs. The Administrative Accountant served as the club's president during the same time period and allowed his DEP e-mail address to be posted on the club's website as a way to contact him. The Administrative Accountant acknowledged that this unauthorized use of City resources conflicted with the proper discharge of his official duties as a public servant, in violation of the DEP Uniform Code of Discipline and the City's conflicts of interest law. *COIB v. Terracciano,* COIB Case No. 2011-230 (2011).

In a joint settlement with the New York City Housing Authority ("NYCHA"), a NYCHA Construction Project Manager admitted to using his NYCHA e-mail account and office phone to communicate about his private business interests in Nigeria and New Jersey and to storing a document on his NYCHA computer related to these same interests. The Construction Project Manager acknowledged that this use of City resources during his City work day conflicted with the proper discharge of his official duties as a public servant, in violation of the NYCHA General Regulations of Behavior and the City's conflicts of interest law. As a penalty, the Construction Project Manager agreed to serve a 10-day suspension (valued at approximately $3,013) and a one-year probationary period at NYCHA. *COIB v. Arowolo*, COIB Case No. 2010-873 (2011).

The Board concluded a settlement with a former Deputy Inspector General at the New York City Department of Investigation ("DOI") concerning his multiple violations of the City of New York's conflicts of interest law. The former Deputy Inspector General admitted that, in addition to working for DOI, he also worked as a representative for ACN. ACN is a multi-level marketing company in which ACN representatives sell a variety of telecommunications products and services – such as videophones, digital phone service, and high-speed internet service – directly to consumers, for which sales they earn a commission, as well as earning a percentage of the commission earned by representatives whom they sign up to work for ACN. The former Deputy Inspector General admitted that, at times he was required to be working for DOI, he had multiple conversations with his subordinates about ACN, in an effort to get them to purchase an ACN videophone or to become an ACN representative. As part of his ACN-related marketing efforts, the Deputy Inspector General used a DOI computer to show a subordinate the ACN website and used DOI IT resources in order to demonstrate to his subordinates how an ACN videophone worked. He also used his DOI computer and DOI e-mail account to send five e-mails to his DOI subordinate about ACN. The former Inspector General acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant; prohibits a public servant from using City resources, such as a City computer or other IT resources or the public servant's City e-mail account, for non-City purposes; and prohibits using City time for non-City purposes. The former Deputy Inspector General also admitted that he purchased a laptop computer from his DOI subordinate for $300. The former Deputy Inspector General acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from entering into a business or financial relationship, which would include the sale of an item greater than $25, with the public servant's City superior or subordinate. For his misconduct, the former Deputy Inspector General was removed by DOI from that position and transferred out of the investigative division to an administrative unit. In his new position, his salary was reduced by $15,000 and he has no supervisory responsibility. The former Deputy Inspector General was also removed by DOI from its peace officer program. In consideration of these agency-imposed penalties, the Board did not impose any separate fine. *COIB v. Jordan*, COIB Case No. 2010-842 (2011).

The Board issued its Findings of Facts, Conclusions of Law, and Order fining a former Custodian for the New York City Department of Education ("DOE") who, in 2006, hired a home improvement contractor with whom she was engaged in personal business dealings to work as a

Custodial Cleaner at her school and then authorized payments to him for work he never performed. The Board's Order adopts in substantial part the Report and Recommendation of the Office of Administrative Trials and Hearings ("OATH"), issued after a full trial before Administrative Law Judge ("ALJ") Alessandra Zorgniotti. The Board found that the ALJ correctly determined that the former Custodian hired her associate; paid this associate approximately $14,494 in City funds for work he never performed at the school; and facilitated the payment of such funds by punching her associate's DOE timecard for him and approving his payroll documents. The ALJ found, and the Board adopted as its own findings, that the former Custodian's conduct violated the City's conflicts of interest law, which prohibits a public servant from using his or her position to benefit an associated person. The former Custodian and the construction worker were "associated" within the meaning of the conflicts of interest law because, at the time she hired him to work at the school, he had been performing home improvements for pay on her private properties. The former Custodian misused her City position to hire her associate and to punch his timecard and falsify payroll documents. The former Custodian also violated the conflicts of interest law by using City resources for non-City purposes by paying her associate with DOE funds for work at the school he never performed. For these violations, the ALJ recommended, and the Board ordered, that the former Custodian pay a fine of $20,000. *COIB v. Tatum*, OATH Index No. 2891/10, COIB Case No. 2009-467 (Order Apr. 5, 2011).

The Board concluded a joint settlement with the New York City Department of Environmental Protection ("DEP") and an Environmental Police Sergeant who abused the authority of his City position to intimidate car wash employees in order to avoid paying for services they had performed on his personal car. In a public disposition, the DEP Police Sergeant admitted that he left his assigned DEP work location, while on duty and in his DEP Police uniform, and travelled in a DEP Police vehicle to a car wash and lube business, which was outside of his assigned patrol area, to contest a bill for repairs made to his personal vehicle. The Sergeant admitted that, through the use of intimidation and threats, he received services on his personal vehicle for which he did not pay. The Police Sergeant acknowledged that his conduct violated the City's conflicts of interest law, specifically the provision prohibiting public servants from using, or attempting to use, their City positions to obtain any financial gain and the provision prohibiting use of City resources and City time for any non-City purpose. As a penalty, the Sergeant agreed to be demoted to the position of Environmental Police Officer, to serve a 30-day suspension without pay (valued at approximately $3,772), and to serve a one-year probationary period at DEP. *COIB v. Ginty*, COIB Case No. 2011-002 (2011).

The Board issued a public warning letter to a New York City Department of Health and Mental Hygiene ("DOHMH") Day Care Inspector who, while speaking to a Regional Office Manager for the New York State Office of Children and Family Services ("OCFS") concerning an enforcement action taken by OCFS against a day care facility owned and operated by his mother-in-law, identified himself as a DOHMH Day Care Inspector, challenged the validity of the citations issued by OCFS to his mother-in-law's day care facility, and informed the OCFS Regional Officer Manager that, if its enforcement action proceeded, he would represent his mother-in-law. While not pursuing further enforcement action, the Board took the opportunity of this public warning letter to remind public servants that they are prohibited from using their City titles (a City resource) to advocate on behalf of their private interests, such one's mother-in-

law's private business dealings with a state agency. *COIB v. A. Richards*, COIB Case No. 2010-113 (2011).

The Board fined the former Senior Associate Executive Director of the Southern Manhattan Health Care Network and Director of Facilities Management of the Bellevue Hospital Center ("Bellevue"), a facility of the New York City Health and Hospital Corporation ("HHC"), $3,500 for her violations of Chapter 68 of the New York City Charter, the City's conflicts of interest law. The former Director of Facilities Management acknowledged that she asked her Bellevue subordinate to prepare, and then revise, plans for the repair of the bulkhead at her personal residence for submission to the New York State Department of Environmental Conservation. In order to accommodate the Director of Facilities Management, the subordinate who drafted the plans gave them to another subordinate of the Director of Facilities Management so that the second subordinate could sign and affix his State of New York Licensed Professional Engineer stamp to the plans. The former Director of Facilities Management further acknowledged that she used Bellevue letterhead that she created – which letterhead included a hospital logo that she designed, the hospital's name, and her position at the hospital – to write letters to three different employees at the New York State Department of Environmental Conservation to obtain an emergency permit to perform the bulkhead repair work at her personal residence. The former Director of Facilities Management admitted that in so doing she violated the City's conflicts of interest law, which prohibits the use of City resources – which includes City personnel and letterhead – for any non-City purpose and prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant. *COIB v. Tabaei*, COIB Case No. 2009-651 (2011).

The Board and the New York City Department of Education ("DOE") concluded a three-way settlement with a DOE Secretary assigned to Paul Robeson High School who agreed to pay a $7,500 fine to DOE for using a DOE computer to perform work related to her private real estate business at times when she was supposed to be doing work for DOE. The DOE Secretary acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time or City resources to pursue private, non-City activities. *COIB v. Lumpkins Moses*, COIB Case No. 2010-657 (2011).

The Board concluded a settlement with a School Aide at P.S. 181 who misused her New York City Department of Education ("DOE") position and DOE resources to benefit an afterschool program run by her sister. The School Aide admitted that she successfully solicited P.S. 181 parents to enroll their children in the program. The School Aide acknowledged that her conduct violated the City of New York's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, which includes a public servant's sibling. The School Aide also admitted that she changed the bus assignments of P.S. 181 students who were enrolled in the afterschool program to facilitate their arrival at the program. The School Aide acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using City resources, such as a school bus, for non-City purposes. For this conduct, the School Aide was suspended for two

weeks without pay by DOE, valued at $848.40. In consideration of the agency-imposed penalty, the Board did not impose any separate fine. *COIB v. Cadet*, COIB Case No. 2010-540 (2011).

The Board concluded a settlement with the Special Assistant to the Network Senior Vice President/Executive Director of Bellevue Hospital Center, a facility of the New York City Health and Hospitals Corporation ("HHC"), in which she agreed to pay a fine of $2,000 for violating Chapter 68, the City of New York's conflicts of interest law, related to her work at her private travel agency. The Special Assistant admitted that, in August 2008, she sought an opinion from the Board as to what Chapter 68 rules she was required to follow concerning her private travel agency in light of her position at HHC. The Board advised the Special Assistant, in writing, that she could own the travel agency, provided that, among other things, she not use any City time or resources for work related to the travel agency. Despite these specific written instructions from the Board, the Special Assistant misused City time and resources. Specifically, from 2008 through 2010, the Special Assistant used her HHC computer and e-mail account, at times she was required to be performing work for HHC, to send and receive e-mails related to her travel agency and to create and store a number of travel-related documents, including itineraries for various trips and invoices for agency-related merchandise. The Special Assistant admitted that she also communicated using her HHC telephone with co-workers at Bellevue and HHC to make their personal travel arrangements. The Special Assistant acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time or City resources to pursue private, non-City activities. *COIB v. Padilla*, COIB Case No. 2010-742 (2011).

The Board and the New York City Administration for Children's Services ("ACS") concluded a three-way settlement with an ACS Community Coordinator who was suspended by ACS for forty-five calendar days without pay, valued at $9,079, and placed on one-year probation, for using his City computer during his City work hours to do work for his private financial services business. The Community Coordinator admitted that, between August 2009 and April 2010, he used his City computer during his City work hours to modify and store 13 documents and to access numerous websites concerning his private financial services business. The Community Coordinator acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using City resources for any non-City purpose and from using City time to pursue non-City activities. In setting the amount of the fine, ACS took into account that the Community Coordinator was previously suspended for five days without pay, valued at $896, in a joint disposition with the Board, for violating Chapter 68 by using an ACS conference room to hold a meeting on behalf of his private business. *COIB v. A. Graham*, COIB Case No. 2010-521 (2011).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement with an Associate Public Health Sanitarian in the DOHMH Bureau of Food Safety and Community Sanitation who admitted that, at times when he was supposed to be doing work for DOHMH, he used a City computer and his DOHMH e-mail account to perform work related to his private entertainment business. Specifically, the Associate Public Health Sanitarian used his DOHMH computer and e-mail account to create, store, and send event flyers, business proposals, and budgetary information; to solicit business; to schedule events; and to send and receive thousands of e-mails related to his private entertainment

business. The Associate Public Health Sanitarian acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time or City resources to pursue private, non-City activities. For this misconduct, the Associate Public Health Sanitarian agreed to pay a $4,000 fine to DOHMH, be suspended for twenty days without pay, valued at approximately $4,494.20, and forfeit twenty days of annual leave, valued at approximately $4,494.20, for a total financial penalty of $12,988.40. *COIB v. Mark*, COIB Case No. 2010-874 (2011).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement with an Associate Staff Analyst in the DOHMH Division of Finance and Planning, Bureau of the Comptroller, for, without authorization from DOHMH, accessing the City's Payroll Management System ("PMS") to obtain salary information about a DOHMH employee to provide to her friend, who was applying for a job at another City agency in a similar salary range as the DOHMH employee whose records were accessed. The Associate Staff Analyst acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using a City resource, such as PMS, for a personal, non-City purpose. For this misconduct, the Associate Staff Analyst agreed to be suspended for 30 work days without pay, valued at $7,303.96, and to be transferred to another division within DOHMH where she will not have access to confidential or sensitive information. *COIB v. D. Anderson*, COIB Case No. 2010-893 (2011).

The Board issued a public warning letter to a New York City Fire Department Architect for using his City e-mail address and telephone number to conduct business on behalf of his teaching position at the City University of New York ("CUNY") and for co-authoring a book that was published by a firm doing business with the City. While not pursuing further enforcement action, the Board took the opportunity of the public warning letter to remind public servants that, while they are not required to obtain waivers in order to work at CUNY, they are nevertheless prohibited from using City resources on behalf of their CUNY jobs. The Board also informed the Architect that he had an on-going financial relationship with the firm that published his book and that, as such, he should have sought a waiver before he contracted with the firm to publish his book. *COIB v. Dabby*, COIB Case No. 2010-155 (2011).

The Board fined the former School Secretary at Middle College High School in Queens $14,000 for misusing for her own personal benefit her New York City Department of Education ("DOE") position and the DOE resources entrusted to her as a result of that position. The former School Secretary admitted that she had been given access to a DOE procurement card ("P-Card") for the sole purpose of making purchases for the school. From 2003 through August 2009, the former School Secretary made multiple personal purchases using the P-Card, including a Dell Notebook computer, a couch from Mattress & Furniture, and a washer and dryer combination from P.C. Richard & Son, the latter two of which were for her daughter. The former School Secretary further admitted that she had been given access to the Small Item Payment Process ("SIPP") account for the sole purpose of making purchases for the school. From 2007 through 2009, the former School Secretary made multiple personal purchases using Middle College High School's SIPP account, including personal car services totaling $1,137.50 and payment of her personal cellular phone and internet invoices, totaling $1,498. The former School Secretary admitted that her personal use of DOE funds totaled approximately $7,000. Finally, the former

School Secretary admitted that, in late 2008, she took a DOE laptop computer, without authorization from DOE, from Middle College High School and gave it to her granddaughter for her personal use for approximately one week. The former School Secretary acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using his or her City position for private financial gain and from using City resources, such as school funds, for any non-City purpose. *COIB v. D. Rizzo*, COIB Case No. 2010-610 (2010).

The Board and the New York City Housing Authority ("NYCHA") concluded a three-way settlement with a Housing Assistant who agreed to be suspended for 15 days without pay, valued at $3,082, for using his City computer, telephone, and e-mail account during his City work hours to do work for his private tax preparation and immigration business. The Housing Assistant admitted that, between February 2006 and April 2009, he used City office resources during his City work hours to: (a) access tax and immigration websites on twenty-six different dates; (b) store and modify twenty-five Internal Revenue Service forms and three letters; (c) send an e-mail message using his NYCHA e-mail account; and (d) make eighteen calls using his City telephone, all for his private tax and preparation business. The Housing Assistant acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using City resources for any non-City purpose and from using City time to pursue non-City activities. *COIB v. Karim*, COIB Case No. 2010-242 (2010).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement with a Supervising Computer Service Technician in the DOHMH Bureau of Network and Technology Services who admitted that, at times when he was supposed to be doing work for DOHMH, he used a City computer and his DOHMH e-mail account to perform work related to the private ministry that he headed. Specifically, the Supervising Computer Service Technician used his DOHMH computer and e-mail account to create, store, and send documents related to the ministry and to update the ministry website; he also e-mailed himself the product keys for DOHMH-licensed copies of Microsoft Office 2007 and Microsoft Visio. The Supervising Computer Service Technician acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time or City resources to pursue private, non-City activities. For this misconduct, as well as other conduct that violated the DOHMH Standards of Conduct but not the City's conflicts of interest law, the Supervising Computer Service Technician agreed to irrevocably resign from DOHMH effective February 25, 2011. *COIB v. C. Vazquez*, COIB Case No. 2010-768 (2010).

The Board and the New York City Department of Housing Preservation and Development ("HPD") concluded a three-way settlement with an HPD Real Property Manager who, at times when he was supposed to be doing work for HPD, used a City computer and telephone to perform work related to his private insurance business. The Real Property Manager admitted that, in addition to his City job, he is the owner and sole employee of Orah Insurance Brokerage and that, at times when he was required to be working for HPD, he used his HPD telephone to make approximately 4,214 personal calls, including calls related to his insurance business, for a total duration of over 346 hours. The Real Property Manager acknowledged that his conduct violated the City of New York's conflicts of interest law, which prohibits a public servant from using City time or City resources to pursue private activities. For this misconduct, the Principal Administrative Associate agreed to be suspended by HPD for 60 calendar days,

valued at $8,464.44, plus be placed on probation for one year starting from the date of the completion of the suspension. *COIB v. Orah,* COIB Case No. 2010-661 (2010).

The Board fined the former Senior Deputy Director for Infrastructure Technology in the Information Technology Division at the New York City Housing Authority ("NYCHA") $20,000 for his multiple violations of the City's conflicts of interest law related to his work at his restaurant, 17 Murray. The former Senior Deputy Director acknowledged that, in October 2005, he sought an opinion from the Board as to whether, in light of his position at NYCHA, he could acquire a 50% ownership interest in the restaurant 17 Murray. The Board advised him, in writing, that he could own the restaurant, provided that, among other things, he not use any City time or resources related to the restaurant, he not use his City position to benefit the restaurant, and he not appear before any City agency on behalf of the restaurant. Despite these specific written instructions from the Board, the former Senior Deputy Director proceeded to engage in the prohibited conduct. The Senior Deputy Director admitted that, among his violations, starting in May 2006, often at times he was required to be performing work for the City, he: (a) used his NYCHA computer and e-mail account to send hundreds of e-mails related to the restaurant, in some of which he provided his NYCHA office telephone number and NYCHA cell phone number as his contact information for the restaurant; (b) created and/or saved at least thirteen documents on his NYCHA computer related to the restaurant; (c) used his NYCHA office telephone to make approximately 800 calls to the restaurant, totaling 28 hours of telephone time; (d) used his NYCHA-issued Blackberry to make or receive approximately 830 calls to or from the restaurant, totaling 34 hours of telephone time; and (e) used his NYCHA-issued van to make food deliveries for the restaurant. The former Senior Deputy Director acknowledged that this conduct violated the City's conflicts of interest law, which prohibits any public servant from pursuing private activities during times when that public servant is required to perform services for the City and from using City letterhead, personnel, equipment, resources, or supplies for any non-City purpose. The former Senior Deputy Director also acknowledged that he had resigned from NYCHA while disciplinary proceedings were pending against him for this misconduct. *COIB v. Fischetti,* COIB Case No. 2010-035 (2010).

The Board issued its Findings of Facts, Conclusions of Law, and Order fining a former Procurement Analyst for the New York City Department of Health and Mental Hygiene ("DOHMH") $2,000 for using his DOHMH e-mail account to send and receive numerous e-mails related to his private business as a certified notary signing agent and for providing his DOHMH telephone number to clients of that business. The Board's Order adopted in substantial part the Report and Recommendation of the Office of Administrative Trials and Hearings ("OATH"), issued after a full trial before Administrative Law Judge ("ALJ") Faye Lewis. The Board found that the ALJ correctly determined that the former Procurement Analyst had used his DOHMH e-mail account for his private notary business and had given out his DOHMH e-mail address, telephone number, and fax number to clients as his contact information for that business. The ALJ found, and the Board adopted as its own findings, that the Procurement Analyst's conduct violated the City's conflicts of interest law, which prohibits a public servant from using City resources, which would include a City computer, telephone, e-mail account, and fax machine, for any non-City purpose, in particular any secondary employment or private business. The Board rejected the recommended fine of $600 and instead determined that a $2,000 fine is the appropriate penalty. In setting the amount of the fine, the Board took into

consideration that the Respondent "declined to settle, forcing the Board's enforcement staff to prepare for and conduct a trial at OATH, where the evidence received was never disputed or contradicted." The Board reiterated its policy of encouraging settlements "by accepting lower fines where the Respondent admits violating prior to trial than it imposes where the Respondent does not settle." *COIB v. R. McNeil*, OATH Index No. 1790/10, COIB Case No. 2009-307 (Order Oct. 28, 2010).

The Board and the New York City Administration for Children's Services ("ACS") concluded a three-way settlement with an ACS Child Protective Specialist who was suspended by ACS for three days without pay, valued at $571, for using ACS letterhead to send a letter for a non-City purpose. The Child Protective Specialist acknowledged that she used ACS letterhead without authorization to send a letter to the New York City Department of Homeless Services ("DHS") requesting that her daughter's friend, who had been living with her, be provided with housing through the DHS Prevention Assistance and Temporary Housing Program. The Child Protective Specialist acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using City resources, such as City letterhead, for any non-City purpose. *COIB v. S. Bradley*, COIB Case No. 2010-558 (2010).

The Board and the New York City Fire Department ("FDNY") concluded a three-way settlement with an FDNY Supervisor of Mechanics who was fined six days' pay by FDNY, valued at $2,060, for using his City vehicle during his City work hours to conduct an electrical inspection on behalf of his private company. The Supervisor of Mechanics acknowledged that he violated the City's conflicts of interest law, which prohibits a public servant from using City resources for any non-City purpose and from pursuing personal activities during times when the public servant is required to perform services for the City. *COIB v. Yung*, COIB Case No. 2009-465 (2010).

The Board fined a former Borough Command Captain for the New York City Human Resources Administration ("HRA") $1,500 for working for a firm that had business dealings with the City and using his City-issued Blackberry and City e-mail account to do work related to his outside employment and private business. The former Borough Command Captain admitted that since June 2008 he held a part-time position as a Fire Safety Director and Security Supervisor at a private security company that contracts with the New York City Department of Correction and that he used his City-issued Blackberry to make several calls related to his work at this company as well as his work for a security consulting company he owned and operated. The former Borough Command Captain acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from having an interest in a firm that such public servant knows, or should know, is engaged in business dealings with the City and from using City resources for any non-City purpose. *COIB v. Agbaje*, COIB Case No. 2009-514 (2010).

The Board fined a former Appraiser at the New York City Department of Citywide Administrative Services ("DCAS") $2,000 for, during times she was supposed to be performing work for the City, using a DCAS vehicle, a DCAS computer, and her DCAS e-mail account to perform work related to her private appraisal practice. The former Appraiser admitted that she had sent hundreds of pages of e-mails regarding her private appraisal work using her DCAS e-

mail account and her DCAS computer and that she had, on January 30, 2009, used her DCAS-assigned vehicle to perform private appraisals. The former Appraiser acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time or City resources for any non-City purpose. *COIB v. Currie,* COIB Case No. 2010-051 (2010).

The Board and the New York City Department of Sanitation ("DSNY") concluded a three-way settlement with a DSNY Sanitation Worker who, while in the course of conducting his regular collection route, used his Sanitation truck to collect construction debris, also known as "trade waste." Trade waste is not collected by DSNY, and the collection of trade waste is an impermissible use of a Sanitation truck. The Sanitation Worker acknowledged that his conduct also violated the City's conflicts of interest law, which a public servant from using any City resource, such as a City vehicle, for any non-City purpose. The Sanitation Worker agreed to retire from DSNY effective July 17, 2010, and not seek future employment with DSNY ever or with the City for five years. The second Sanitation Worker in the truck that day collecting trade waste, who had previously retired from DSNY effective March 2, 2010, was issued a public warning letter by the Board. *COIB v. Coward,* COIB Case 2010-433 (2010); *COIB v. Jack,* COIB Case No. 2010-433a (2010).

The Board fined a former Telecommunications and Vehicle Coordinator for the New York City Housing Authority ("NYCHA") $900 for soliciting and obtaining loans totaling $300 from two superiors. The former Telecommunications and Vehicle Coordinator also acknowledged that he misappropriated $503 from NYCHA's petty cash fund by altering the dollar amount on two vouchers and receipts that were submitted for reimbursement and keeping not only the difference between the correct amount and the altered amount ($110) but also the $393 he should have reimbursed to the NYCHA employee. The former Telecommunications and Vehicle Coordinator admitted that he violated the City's conflicts of interest law, which: (a) prohibits a public servant from entering into any business or financial relationship with another public servant who is a superior or subordinate of such public servant; (b) prohibits a public servant from using or attempting to use his or her position to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant; and (c) prohibits a public servant from using City resources, such as City money, for any non-City purpose. In setting the amount of the fine, the Board took into consideration the former Telecommunications and Vehicle Coordinator's financial hardship and that he had been suspended for 30 days without pay by NYCHA, valued at $3,890. *COIB v. Chabot,* COIB Case No. 2010-067 (2010).

The Board and the New York City Department of Environmental Protection ("DEP") concluded a three-way settlement with a DEP Lab Microbiologist who was suspended by DEP for eight days without pay, valued at $1,495, for using his City vehicle, in violation of DEP Rules and Procedures, to pick up his daughter from school. The Lab Microbiologist acknowledged that, on those occasions, he drove the City vehicle home and kept it overnight, also in violation of DEP Rules and Procedures. The Lab Microbiologist acknowledged that his conduct also violated the City's conflicts of interest law, which prohibits a public servant from using City resources for any non-City purpose. *COIB v. Speranza,* COIB Case No. 2010-245 (2010).

The Board and the New York City Department of Environmental Protection ("DEP") concluded a three-way settlement with a DEP Sewage Treatment Worker who, in January 2010, took a heating coil and PVC piping from the grounds of DEP's Red Hook Sewage Treatment Plant. The Sewage Treatment Worker acknowledged that, in so doing, he violated the DEP Uniform Code of Discipline and the City of New York's conflicts of interest law, which prohibits a City employee from using City resources for any non-City purpose. For this misconduct, the Sewage Treatment Worker agreed to resign from DEP and to not seek employment with DEP ever or with the City for five years. The Sewage Treatment Worker also paid restitution to the City in the amount of $2,932.88, which was the cost to the City of the heating coil he took. *COIB v. C. Clare*, COIB Case No. 2010-315 (2010).

The Board fined a Clerical Associate at the New York City Department of Citywide Administrative Services ("DCAS") $1,750 for, from 2004 to 2009, using her DCAS e-mail account, DCAS computer, DCAS telephone, and a DCAS fax machine to manage her brother's professional singing career. Specifically, the Clerical Associate admitted that, between May 2008 and April 2009, she sent 21 and received 29 e-mail messages related to her brother's singing career. The Clerical Associate acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using City resources for any non-City purpose. *COIB v. Duncan,* COIB Case No. 2010-005 (2010).

The Board concluded a settlement with a Parent Coordinator for the New York City Department of Education ("DOE") for conflicts of interest law violations related to her misuse of school funds to buy ice cream and uniform emblems to sell as unauthorized school fundraisers. The DOE Parent Coordinator admitted to billing her school for ice cream and uniform emblems to sell to students and parents as fundraisers for the school. The Parent Coordinator admitted that she failed to remit any money she collected to the school's treasury and could account for only some of the money she had collected. Although the Parent Coordinator's Principal was aware of these activities, such knowledge and tacit approval did not constitute proper authorization from DOE to engage in fundraising activities nor did it excuse the Parent Coordinator's failure to conform to DOE rules and regulations regarding fundraising and collecting money from students and parents. The Parent Coordinator acknowledged that her conduct violated the City's conflicts of interest law, which prohibits public servants from using City resources for non-City purposes. The Parent Coordinator previously accepted a 75-calendar-day suspension from DOE in settling a matter with DOE concerning the same conduct. The Board took into consideration this suspension without pay, which has an approximate value of $7,515 to the Parent Coordinator, in deciding not to impose an additional fine. *COIB v. Jua. Williams*, COIB Case No. 2009-598b (2010).

The Board issued a public warning letter to a New York City Department of Education ("DOE") Clerical Associate who, between September 2007 and January 2009, wrote six otherwise accurate employment verification letters on DOE letterhead, in which letters she forged the signature of a DOE Timekeeper, in order to continue receiving benefits from a not-for-profit organization. While not pursuing further enforcement action, the Board took the opportunity of this public warning letter to remind public servants that Chapter 68 of the City

Charter prohibits a public servant from using City resources, such as agency letterhead, for non-City purposes. *COIB v. Alston*, COIB Case No. 2009-308 (2010).

In joint settlements with the Office of the Chief Medical Examiner ("OCME"), the Board fined two Criminalists in the OCME Department of Forensic Biology $1,500 each for using City resources to work on and promote a textbook they wrote. In 2006, the Board had granted the Criminalists a waiver of the conflicts of interest law provision that prohibits moonlighting with any firm engaged in business dealings with the City, allowing them to contract with a publishing company to author a text book. In granting the waiver, the Board explicitly informed them that it would violate Chapter 68 to use any amount of OCME equipment or other resources to work on their book. Despite this warning, one of the Criminalists used his OCME e-mail account to promote the textbook and the other Criminalist used his OCME e-mail account to communicate with the book's publishers and stored the entire book on his OCME computer. Both Criminalists admitted that their conduct violated the City's conflicts of interest law, which prohibits public servants from using City resources for any non-City purposes, and paid a $1,500 fine to the Board. *COIB v. Kolowski*, COIB Case No. 2006-772 (2010); *COIB v. Fisher*, COIB Case No. 2006-772a (2010).

The Board and the New York City Department of Parks and Recreation ("Parks") concluded a three-way settlement with the Parks Chief of Design of Capital Projects who paid an $800 fine to the Board and full restitution to Parks of $801.95 for using his City-issued E-ZPass for unauthorized personal travel. The Chief of Design acknowledged that, from July 2007 to December 2008, he used his City-issued E-ZPass, without authorization from Parks, on approximately 196 occasions to commute to and from his home, costing Parks a total of $801.95. The Chief of Design acknowledged that he violated the City's conflicts of interest law, which prohibits a public servant from using City resources for a non-City purpose. *COIB v. McKinney*, COIB Case No. 2010-103 (2010).

The Board and the New York City Human Resources Administration ("HRA") concluded a three-way settlement with an HRA Caseworker who was required by HRA to irrevocably resign and to never seek future employment with HRA for misusing City resources by falsifying an HRA Employment Verification form for his personal financial benefit. The Caseworker acknowledged that, on September 19, 2007, he completed an HRA Employment Verification form on which he misstated his income, forged his supervisor's signature, and then filed the form with the New York City Housing Development Corporation ("HDC") in order to qualify for a low-income apartment with HDC. The Caseworker acknowledged that he violated the City's conflicts of interest law, which prohibits a public servant from using City resources for any non-City purpose. *COIB v. Siyanbola*, COIB Case No. 2009-687 (2010).

The Board and the New York City Department of Environmental Protection ("DEP") concluded a three-way settlement with a DEP Civil Engineer who was fined $250 by the Board and forfeited to DEP three days of annual leave, valued at $903, for using his City vehicle during his City work hours to conduct two meetings concerning his private engineering business. The Civil Engineer acknowledged that, in or around July 2008, he twice used his City vehicle to conduct meetings concerning his private engineering business during his City work hours. The Civil Engineer acknowledged that he violated the City's conflicts of interest law, which prohibits

a public servant from using City resources for any non-City purpose and from pursuing personal activities during times when the public servant is required to perform services for the City. *COIB v. Jamal*, COIB Case No. 2009-814 (2010).

The Board and the New York City Housing Authority ("NYCHA") concluded a three-way settlement with a NYCHA Secretary, assigned to the Betances Houses, who was suspended by NYCHA for five days without pay, valued at $612, for opening a NYCHA business account with the Oriental Trading Company for her personal use. The Secretary acknowledged that, in 2007, she opened a business account with the Oriental Trading Company by providing the company with NYCHA's name as the account holder and listing herself as the only person authorized to make purchases under that account. The Secretary also acknowledged that she used the address for NYCHA's Betances Houses Management Office as both the shipping and billing addresses for that account. By opening a business account with Oriental Trading Company, the Secretary received a thirty-day grace period on payments for purchases made on the account, which grace period was not provided to non-business accounts. The Secretary acknowledged that she violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her City position to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant and from using City resources for any non-City purpose. *COIB v. Aponte*, COIB Case No. 2009-486 (2010).

The Board imposed a $7,500 fine on a former Community Coordinator for the New York City Administration for Children's Services ("ACS") for using her ACS computer and e-mail account to do outside legal work—despite not being a licensed attorney—and misleading non-City government agencies and offices to believe that she was acting on behalf ACS in her private clients' U.S. immigration matters in which ACS had no official involvement or interest. The former ACS Community Coordinator admitted using her ACS e-mail account to request that the office of a country's diplomatic mission expedite an individual's U.S. visa application and to send a similar e-mail, wherein she falsely identified herself as both an attorney and ACS Child Protective Specialist acting on behalf of a U.S. visa applicant. ACS had no involvement or interest in either visa application. The former Community Coordinator further admitted sending another e-mail from her ACS account, in which she asked an Assistant Chief of Counsel for the enforcement division of a non-City government agency about the status of another private client's legal matter that was pending before a tribunal of that agency. The former Community Coordinator acknowledged that she attempted to use her ACS position to give her private client an advantage in the U.S. visa application process, in violation of the City's conflicts of interest law prohibition on public servants using or attempting to use their City positions to obtain an advantage for any person associated with the public servant, which includes a private client. She further acknowledged that her above-described use of her ACS e-mail account and computer violated the conflicts of interest law prohibition on using City resources for non-City purposes. The Board imposed a $7,500 fine on the former Community Coordinator for her violations. However, after taking her current financial hardship into consideration, the Board agreed to forgive the total amount of the fine unless and until she becomes employed. *COIB v. Tieku*, COIB Case No. 2009-009 (2010).

The Board fined a Data Technician in the Information Technology Division at the New York City Housing Authority ("NYCHA") $1,500 for, sometimes during hours when he was supposed to be doing work for NYCHA, using his City computer, his NYCHA-assigned Blackberry, and his NYCHA e-mail account to send and receive numerous e-mails related to work he did for a restaurant owned by his superior at NYCHA. The Data Technician represented to the Board that he was not formally paid for his work for the restaurant, although he did occasionally receive free meals and drinks at the restaurant. The Data Technician acknowledged that he violated the City's conflicts of interest law, which prohibits a public servant from using City time or City resources, such as a City computer or e-mail account, for any non-City purpose. *COIB v. Eng*, COIB Case No. 2010-035a (2010).

The Board and the New York City Department of Environmental Protection ("DEP") concluded a three-way settlement with a DEP Principal Administrative Associate who used City time and City resources for both his private and personal benefit. The Principal Administrative Associate admitted that, while he was employed at the DEP Print Shop, he printed various documents, including business cards, for his private business. The Principal Administrative Associate also admitted that he regularly used City time and resources to copy books for his and others' personal use. The Principal Administrative Associate admitted that his conduct violated the City conflicts of interest law, which prohibits a public servant from pursuing personal and private activities during times when the public servant is required to perform services for the City and from using City resources for any non-City purpose. The DEP fined the Principal Administrative Associate ten days' pay, valued at $2,124.60, and the Board fined him $400, for a total financial penalty of $2,524.60. *COIB v. L. Hines*, COIB Case No. 2009-261 (2010).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement with a Public Health Epidemiologist in the DOHMH Bureau of Informatics and Development, who admitted that, at times when she was supposed to be doing work for DOHMH, she used a City computer and her DOHMH e-mail account in an amount substantially in excess of the de minimis amount permitted by the City of New York's Policy on Limited Personal Use of City Office and Technology Resources (also known as the "Acceptable Use Policy") to complete research and assignments related to a university degree. The Public Health Epidemiologist acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time and City resources to pursue private activities. The Public Health Epidemiologist further admitted that the New York State Department of Health ("NYSDOH") assigned her a password to access a confidential database maintained by NYSDOH, that she was assigned that password for her sole use in connection with her official DOHMH duties, and that she had used that password to gather information for assignments related to her university degree. While the Public Health Epidemiologist did not use or disclose any of the highly confidential patient information on the NYSDOH database, she used information that was not available to the general public for her own personal purposes. The Public Health Epidemiologist acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant. For this misconduct, the Public Health Epidemiologist agreed to pay a $1,000 fine to the Board, be suspended by DOHMH without pay for five days, valued at approximately $1,047.55, and

forfeit five days of annual leave, valued at approximately $1,047.55. *COIB v. S. Wright,* COIB Case No. 2009-646 (2010).

The Board and New York City Department of Education ("DOE") concluded a three-way settlement with a DOE teacher who paid a $1,250 fine to the Board for using her position to obtain a New York City Department of Transportation ("DOT") parking permit and allowing her husband to use an altered copy of the parking permit to avoid receiving a parking ticket for parking illegally near a school. The teacher acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant and from using City resources for any non-City purpose. *COIB v. Velez Rivera*, COIB Case No. 2009-542 (2010).

The Board fined a teacher for the New York City Department of Education ("DOE") $900 for using his City e-mail account to send two e-mail messages to DOE employees, parents, and students relating to his campaign for re-election as United Federation of Teachers ("UFT") Chapter Leader of his school. As Chapter Leader of his school, the teacher received an annual stipend from UFT of approximately $1,175 ($5 for each UFT member at his school). The teacher acknowledged that his conduct violated the City's conflicts of interest law, which prohibits public servants from using City resources, including their e-mail accounts, for any non-City purpose. The Board also issued his opponent, another DOE teacher, a public warning letter for using her DOE e-mail account to send one e-mail message to DOE employees relating to her campaign for the same UFT Chapter Leader position. *COIB v. Maliaros*, COIB Case No. 2009-445 (2010); *COIB v. Nerich*, COIB Case No. 2009-445a (2010).

In August 2009, the Board fined a former New York City Human Resources Administration ("HRA") Executive Agency Counsel $1,500 for using her City-issued LexisNexis password to access LexisNexis for non-City purposes, which fine she agreed to pay in equal monthly installments through December 2009. The former Executive Agency Counsel admitted that, in order to access records on LexisNexis using her City-issued password, she was required to certify that the information she sought was for a "permissible use," defined by HRA as use for a City purpose, such as to detect and prevent fraud by HRA clients. The former Executive Agency Counsel admitted that, between October 2007 and July 2008, she conducted public records searches on thirty-one individuals for personal, non-City purposes. The former Executive Agency Counsel acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant and prohibits a public servant from using City resources, such as City-issued passwords, for any non-City purpose. Between September 2009 and February 2010, the former Executive Agency Counsel paid $900 of the $1,500 fine. In March 2010, the Board forgave the $600 balance of the fine based on the former Executive Agency Counsel's documented financial hardship, including her unemployment and outstanding balances on her mortgage and utility bills. *COIB v. Finkenberg,* COIB Case No. 2009-029 (2010).

The Board fined an Associate Staff Analyst at the New York City Department of Citywide Administrative Services ("DCAS") $1,750 for, during times he was supposed to be performing work for the City, using a DCAS fax machine, his DCAS computer, and his DCAS e-mail account to perform work related to his two private businesses: a used car dealership and an online financing business. The Associate Staff Analyst admitted that he had sent numerous e-mails regarding both private businesses using his DCAS e-mail account and his DCAS computer and that he had, at least once, used a DCAS fax machine to send a fax related to his private used car dealership. The Associate Staff Analyst acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time or City resources for any non-City purpose. *COIB v. Baker,* COIB Case No. 2009-723 (2010).

The Board fined a former Director of Construction at the New York City Department of Sanitation ("DSNY") $6,000 for: (a) asking a DSNY subordinate to perform personal tasks for him, including driving him to the hospital to visit a patient; (b) asking a lower-ranking DSNY employee who was also certified as an Asbestos Investigator to certify that his home was asbestos-free on a notification form mandated by the Department of Buildings in order for the Director of Construction to remodel his home; and (c) obtaining two summer jobs for his son with firms having DSNY business dealings for which he was Director of Construction. The former Director of Construction admitted that in so doing he violated the City's conflicts of interest law, which prohibits the use of City resources – which includes City personnel – for any non-City purpose and prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, including a child. *COIB v. Holchendler*, COIB Case No. 2007-635 (2010).

The Board and the New York City Department of Education ("DOE") concluded a three-way settlement with a DOE teacher who was fined $3,500 by DOE for using her school's BJ's Wholesale Club membership, which was obtained using the school's tax identification number and was to be used only for City purposes, to make personal, tax-free purchases. The teacher acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using City resources, such as the agency's tax-exempt identification number, for any non-City purpose and prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant. *COIB v. Cohen-Brown*, COIB Case No. 2009-053a (2010).

The Board fined a former Supervisor of Child Care at the New York City Administration for Children's Services ("ACS") $500 for his multiple violations of the City's conflicts of interest law, a fine that was reduced from $3,000 because of the Supervisor's demonstrated financial hardship. First, the former Supervisor of Child Care admitted that he requested and received a loan from a temporary employee who was working at ACS as a Children's Counselor under his direct supervision. The Children's Counselor made the loan by purchasing a laptop computer on behalf of the Supervisor using her personal credit card, which loan the Supervisor repaid over the next eight months. The former Supervisor of Child Care acknowledged that he thereby violated the City's conflicts of interest law, which prohibits a public servant from using

his City position for private financial gain. Second, the former Supervisor of Child Care admitted that he stored on his ACS computer a copy of a book that he intended to sell for a profit. The former Supervisor acknowledged that he thereby violated the City's conflicts of interest law, which prohibits a public servant from using City resources, such as a computer, for any non-City purpose, in particular for any private business or secondary employment. Third, the former Supervisor of Child Care admitted that he had solicited the sale and sold a copy of that book to at least one Children's Counselor who was his subordinate. The former Supervisor acknowledged that he thereby violated the City's conflicts of interest law, which prohibits a public servant from entering into a business or financial relationship with the superior or subordinate of that public servant. In Advisory Opinion No. 98-12, the Board stated that, while public servants may sell items, such as a book, to their peers, the sale of any item by a superior to a subordinate is prohibited by Chapter 68. *COIB v. Avinger*, COIB Case No. 2009-312 (2010).

The Board and the New York City Department of Parks & Recreation ("Parks") concluded a joint settlement with a Parks Recreation Center Manager who paid a $2,500 fine to the Board for using a Parks vehicle and personnel to facilitate his vacation plans and for using his Parks computer to sell merchandise on eBay. The Recreation Center Manager admitted that, in August 2007, he misused his City position when he had two subordinate Parks Recreation Playground Associates use a Parks vehicle to follow him to the Brooklyn Cruise Terminal to ensure that he was able to depart on his personal vacation if his car were to break down on the way to the terminal. After leaving on the cruise, the Playground Associates took the Manager's car back to his home in the Bronx. In addition, the Manager admitted that he used his Parks computer to sell athletic shoes and action figures for profit on eBay.com, occasionally during his Parks work day. The Recreation Center Manager acknowledged that his conduct violated the City's conflicts of interest law, which prohibits public servants from using City resources for any non-City purposes and from using one's City position to obtain any personal financial gain. *COIB v. Rosa*, COIB Case No. 2009-062 (2010).

The Board fined a former Deputy Commissioner for the New York City Department of Information Technology and Telecommunications ("DoITT"), who was the General Manager and President of DoITT's media and television divisions, including NYC-TV, $5,000 for his multiple violations of Chapter 68 of the New York City Charter, the City's conflicts of interest law. Among other things, the former General Manager acknowledged that he directed an information technology assistant from a private temporary employment agency to perform personal tasks for him at times the assistant should have been performing services for DoITT. Specifically, the former General Manager asked the information technology assistant to purchase Mac Books and software at the Apple store in SoHo for use, in part, for his private business, to purchase wireless cards for his personal use, to configure his personal Blackberry, and travel to his home to configure both his personal and DoITT computer equipment. The former General Manager also acknowledged that he improperly used equipment purchased by DoITT specifically for his use at home on DoITT business. He acknowledged employing the equipment for his personal use and using his City computer in connection with his proposed consulting work for an international media and publishing company and for his work on a private film, despite having received written advice from the Board that he could not use any City resources in connection with the private film. The former General Manager admitted that in so doing he violated the City of New York's conflicts of interest law, which prohibits the use of City

resources – including City personnel, computers, and other equipment – for any non-City purpose and prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant. *COIB v. Wierson,* COIB Case No. 2009-226a (2010).

The Board issued a public warning letter to the former Director of Production at NYC-TV, a division of the New York City Department of Information Technology and Telecommunications, for using her City computer to open, draft, and/or store a draft Limited Liability Corporation agreement related to a private LLC that she planned on forming and eventually did form. While not pursuing further enforcement action, the Board took the opportunity of this public warning letter to remind public servants that Chapter 68 of the City Charter prohibits public servants from using even a minimal amount of City resources, including the hard drive of one's City computer, for any private employment or business venture, whether or not the firm for that venture has been created. *COIB v. Roher,* COIB Case No. 2009-226c (2010).

The Board and the New York City Department of Education ("DOE") concluded a three-way settlement with a DOE Principal who paid a total fine of $7,500 for, among other things, intertwining the operations of his not-for-profit organization with those of his school, despite having received written instructions from the Board that the City's conflicts of interest law prohibits such conduct. The Principal of the Institute for Collaborative Education in Manhattan (P.S. 407M) admitted that in September 1998 the Board granted him a waiver of the Chapter 68 provision that prohibits City employees from having a position with a firm that has business dealings with the City. This waiver allowed him to continue working as the paid Executive Director of his not-for-profit organization while it received funding from multiple City agencies, but not from DOE. The Principal acknowledged that the Board notified him in its September 1998 waiver letter that under Chapter 68 he may not use his official DOE position or title to obtain any private advantage for the not-for-profit organization or its clients and he may not use DOE equipment, letterhead, personnel, or any other City resources in connection with this work. The Principal admitted that, notwithstanding the terms of the Board's waiver, his organization engaged in business dealings with DOE; he used his position as Principal to help a client of the not-for-profit get a job at P.S. 407M; and he intertwined the not-for-profit's operations with those of P.S. 407M, including using the school's phone numbers and mailing address for the organization. The Principal further admitted that he hired two of his DOE subordinates to work for him at his not-for-profit, including one to work as his personal assistant, and that he knew that neither DOE employee had obtained the necessary waiver from the Board to allow them to moonlight with a firm that does business with the City. He admitted that by doing so he caused these DOE subordinates to violate the Chapter 68 restriction on moonlighting with a firm engaged in business dealings with the City. The Principal acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from entering into a financial relationship with a superior or subordinate City employee and from knowingly inducing or causing another public servant to engage in conduct that violates any provision of Chapter 68. The Principal paid a $6,000 fine to the Board and $1,500 in restitution to DOE, for a total financial penalty of $7,500. The amount of the fine reflects that the Board previously advised the Principal, in writing, that the City's conflicts of interest law prohibits nearly all of the

aforementioned conduct, yet he heeded almost none of the Board's advice. *COIB v. Pettinato,* COIB Case No. 2008-911 (2009).

The Board fined a former Associate Fraud Investigator for the NYC Human Resources Administration ("HRA") $3,000 for using his City position to obtain confidential information about his private tenant to use to collect rent from her and for having a prohibited ownership interest in a firm engaged in City business dealings. The former Associate Fraud Investigator admitted that he had used his HRA position to access his private tenant's confidential case records on the Welfare Management System ("WMS") in order to obtain his tenant's current financial information. WMS is a system maintained by the New York State Office of Temporary and Disability Assistance ("OTDA") containing information about all persons who have applied for or have been determined to be eligible for benefits under any program for which OTDA has supervisory responsibility. The former Associate Fraud Investigator admitted that he used his tenant's confidential information to advance his financial interest in collecting past due and/or monthly rental payments from her. In addition, the former Associate Fraud Investigator admitted that his wife received approximately $113,744 from the NYC Administration for Children's Services for providing childcare at a daycare center she operated out of their home. He also admitted that he used his HRA computer to store letters pertaining to his tenant and the daycare center. The former Associate Fraud Investigator acknowledged that his conduct violated the City's conflicts of interest law, which prohibits public servants from using confidential information obtained as a result of their official duties to advance any private financial interest of the public servant, from having an interest in a firm that does business with any City agency, and from using City resources for any non-City purpose. *COIB v. R. Brewster,* COIB Case No. 2008-390 (2009).

The Board and the New York City Department of Education ("DOE") concluded a three-way settlement with an Assistant Principal who agreed to pay $1,300 in restitution to DOE and a $1,500 fine to the Board for misusing his DOE position and DOE resources by using a DOE procurement card ("P-Card") for personal purposes. The Assistant Principal acknowledged that, at the beginning of the 2007-2008 school year, he had been given a P-Card for the sole purpose of making purchases for the school. During the month of September 2008, the Assistant Principal made multiple personal purchases using the P-Card, totaling $1,295.98. He acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using his or her City position for private financial gain and from using City resources, such as school funds, for any non-City purpose. *COIB v. J. Brown,* COIB Case No. 2009-140 (2009).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement in which a Hearing Officer in the Administrative Tribunal of DOHMH's Office of the General Counsel paid a $1,400 fine to DOHMH for, while on City time, using City resources to pursue an online degree at Capella University. The Hearing Officer admitted that, at times when he was supposed to be doing work for DOHMH, he used a City computer and his DOHMH e-mail account in an amount substantially in excess of the *de minimis* amount permitted by the City of New York's Policy on Limited Personal Use of City Office and Technology Resources (also known as the "Acceptable Use Policy") to complete coursework related to an online degree at Capella University. The Hearing Officer

acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time and City resources to pursue private activities. *COIB v. Anthony,* COIB Case No. 2009-479 (2009).

The Board and the New York City Housing Authority ("NYCHA") concluded a three-way settlement with a NYCHA Supervisor Elevator Mechanic who was suspended by NYCHA for 15 days, valued at approximately $4,695, for performing his private employment while on City time and using his City computer, despite having received written advice from the Board advising him that he could not use City time or City resources for any outside employment. The Supervisor Elevator Mechanic acknowledged that, in addition to working for NYCHA, he also had a part-time position for Uplift Elevator and had performed work for Uplift on City time and using his City computer. The Supervisor Elevator Mechanic acknowledged that this conduct violated the City's conflicts of interest law, which prohibits any public servant from pursuing private activities during times when that public servant is required to perform services for the City and from using City letterhead, personnel, equipment, resources, or supplies for any non-City purpose. The value of the financial penalty imposed reflected the fact that, although the use of City time and resources was limited, the Supervisor Elevator Mechanic had been notified by the Board in writing that this conduct is prohibited by the conflicts of interest law. *COIB v. DeSanctis,* COIB Case No. 2009-144 (2009).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement with a Supervising Public Health Advisor in the DOHMH Bureau of Sexually Transmitted Diseases who was suspended for 7 days by DOHMH, with the approximate value of $1,412.46, for using City resources, while on City time, to pursue an online degree at the University of Phoenix. The Supervising Public Health Advisor admitted that, at times when he was supposed to be doing work for DOHMH, he used a City computer and his DOHMH e-mail account in an amount substantially in excess of the de minimis amount permitted by the City of New York's Policy on Limited Personal Use of City Office and Technology Resources (also known as the "Acceptable Use Policy") to complete coursework related to the online degree. The Supervising Public Health Advisor acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time and City resources to pursue private activities. *COIB v. Ayinde,* COIB Case No. 2009-480 (2009).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement with a Clerical Associate in the DOHMH Bureau of Communicable Diseases who was suspended by DOHMH for two days and forfeited three days of annual leave, with the total approximate value of $549.85, for using City resources, while on City time, to pursue an online degree at the University of Phoenix. The Clerical Associate admitted that, at times when she was supposed to be doing work for DOHMH, she used a City computer and her DOHMH e-mail account in an amount substantially in excess of the *de minimis* amount permitted by the City of New York's Policy on Limited Personal Use of City Office and Technology Resources (also known as the "Acceptable Use Policy") to complete coursework related to the online degree. The Clerical Associate acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time

and City resources to pursue private activities. *COIB v. Patrick*, COIB Case No. 2009-481 (2009).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement with a Clerical Associate in the DOHMH Bureau of Health Care Access and Improvement who was suspended for five days by DOHMH and forfeited five days of annual leave, with the total approximate value of $1,523.20, for using City resources, while on City time, to pursue an degree at Monroe College. The Clerical Associate admitted that, at times when she was supposed to be doing work for DOHMH, she used a City computer and her DOHMH e-mail account in an amount substantially in excess of the de minimis amount permitted by the City of New York's Policy on Limited Personal Use of City Office and Technology Resources (also known as the "Acceptable Use Policy") to complete coursework related to the degree. The Clerical Associate acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time and City resources to pursue private activities. *COIB v. Pittman,* COIB Case No. 2009-482 (2009).

The Board fined a former New York City Human Resources Administration ("HRA") Assistant Deputy Commissioner $1,000 for using his City telephone to make and receive approximately 43 calls during his City work hours related to his real estate business. The former Deputy Commissioner acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using City resources for any non-City purpose and prohibits public servants from pursuing personal and private activities during times when the public servant is required to perform services for the City. *COIB v. Kundu,* COIB Case No. 2008-303 (2009).

The Board fined a former Special Officer in the Security Division of the New York City Department of Homeless Services ("DHS") $1,000 for using DHS facilities and City time to perform work related to his private tax preparation business. The former Special Officer admitted that he posted flyers to solicit clients around the DHS staff locker room and exchanged documents and received fees for services relating to his tax preparation business with multiple DHS employees on City time and at DHS facilities. The former Special Officer acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time or City resources for any non-City purpose. *COIB v. Proctor,* COIB Case No. 2008-274 (2009).

The Board and the New York City Administration for Children's Services ("ACS") concluded a three-way settlement in which a Secretary in the ACS Division of Child Protection was suspended for 16 days by ACS, valued at approximately $2,491.55, for, while on City time, using City resources to work on a variety of private business ventures. The ACS Secretary admitted that, in 2007 and 2008, at times when she was supposed to be doing work for ACS, she used a City computer and her ACS e-mail account to send and receive information regarding a variety of private business ventures, including foreign exchange investments, real estate investments, investment clubs, insurance and pension plan pools, and energy-bill-savings programs. The Secretary acknowledged that her conduct violated the City's conflicts of interest

law, which prohibits a public servant from using City time and City resources to pursue private activities. *COIB v. Calvin,* COIB Case No. 2008-729 (2009).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") - Office of the Chief Medical Examiner ("OCME") concluded a three-way settlement in which an OCME Mortuary Technician was suspended for ten days by OCME, valued at approximately $1,433, for taking an OCME Morgue Van without agency permission for two hours during the middle of his shift to attend a family member's wake. The Mortuary Technician was not authorized by OCME to drive any agency vehicles. The Mortuary Technician admitted that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using a City resource for a non-City purpose. *COIB v. Purvis,* COIB Case No. 2009-498 (2009).

The Board fined a New York City Department of Education ("DOE") Computer Science Technician $1,250 for using his DOE cellular phone during City time, communicating with his private clients from his DOE e-mail address, and using his DOE cellular telephone number as his contact number in both the e-mails and in an online real estate advertisement he created, all for his private business as a real estate agent. The DOE Computer Science Technician acknowledged that he violated the City's conflicts of interest law, which prohibits a public servant from using any City time or City resources for non-City purposes. *COIB v. Knowles,* COIB Case No. 2008-582 (2009).

The Board issued a public warning letter to a seasonal New York City Department of Education ("DOE") Parent Coordinator for using his DOE e-mail to send a PowerPoint Presentation endorsing a political candidate to over 600 DOE employees. While not pursuing further enforcement action, the Board took the opportunity of this public warning letter to remind public servants that Chapter 68 of the City Charter prohibits public servants from using City resources (such as a City e-mail address or computer), in any amount, for political activities. *COIB v. Durmo,* COIB Case No. 2009-016 (2009).

The Board issued a public warning letter to a seasonal Chief Lifeguard for the New York City Department of Parks and Recreation ("Parks") for using Parks resources in connection with his private work as a tax preparer. While working for Parks during the summer months, the Chief Lifeguard occasionally used a Parks telephone to answer his private clients' tax-related questions and at least one client visited him at his Parks work location to discuss tax matters. The phone calls and visits occurred during the Chief Lifeguard's breaks or lunch hours and not during times when he was required to perform his official City duties. While not pursuing further enforcement action, the Board took the opportunity of this public warning letter to remind public servants that Chapter 68 of the City Charter prohibits public servants from using even a minimal amount of City resources, which includes City work locations, for any private work. *COIB v. Williams,* COIB Case No. 2007-464 (2009).

The Board fined a New York City Housing Authority ("NYCHA") Supervising Housing Caretaker $1,000 for receiving fees from two tax preparation companies for referring five of his subordinates to the companies and for receiving faxes at his job in connection with this private business. The NYCHA Supervising Housing Caretaker acknowledged that he violated the City's

conflicts of interest law, which prohibits a public servant from using his or her City position to attempt to obtain any financial gain for the public servant or any person or firm associated with the public servant and prohibits public servants from using City resources for non-City purposes. In setting the amount of the fine, the Board took into consideration that for this conduct the Supervising Housing Caretaker was suspended by NYCHA for three days, valued at approximately $586. *COIB v. Samuels*, COIB Case No. 2008-910 (2009).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement in which a Special Consultant in the DOHMH Bureau of Mental Health was suspended for six days, valued at $1,597, for using City time and City resources to work on a variety of private business ventures. The DOHMH Special Consultant admitted that, at times when she was supposed to be doing work for DOHMH, she used a City computer and her DOHMH e-mail account to store and send offers for a variety of private business ventures, including real estate short sales, travel packages, and her second job at the Learning Annex. The Special Consultant acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time and City resources to pursue private activities. *COIB v. Miller*, COIB Case No. 2009-227 (2009).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement in which an Associate Staff Analyst, holding an underlying civil service title of Public Health Educator, in the DOHMH Bureau of School Health was suspended for five days by DOHMH, valued at approximately $1,274, for giving two paid lectures which he could have been reasonably assigned to do as part of his DOHMH duties and then communicating about those paid lectures using City technology resources and while on City time. The DOHMH Associate Staff Analyst admitted that he gave two paid lectures on HIV/AIDS to incoming students at The Cooper Union for the Advancement of Science and Art and that he could have been reasonably assigned to deliver these lectures as part of his DOHMH duties. The Associate Staff Analyst further admitted that, at times when he was supposed to be doing work for DOHMH, he used a City computer and his DOHMH e-mail account to communicate with Cooper Union about those lectures. The Associate Staff Analyst acknowledged that his conduct violated the City's conflicts of interest law, which prohibits public servants from receiving compensation from any entity other than the City for performing their official duties and prohibits public servants from using City time and City resources to pursue private activities. *COIB v. Sheiner*, COIB Case No. 2009-177 (2009).

The Board fined a former Community Coordinator at the New York City Administration for Children's Services ("ACS") $2,000 for using City resources and City time to perform work related to his private counseling practice and for appearing before another City agency on behalf of that practice. The former Community Coordinator admitted that, at times he was supposed to be performing work for ACS, he used his City computer and ACS e-mail account to conduct activities related to his private mental health counseling practice. The former Community Coordinator also admitted that he had submitted documentation to the New York City Department of Education ("DOE") in order to be included on a list of providers to be selected by DOE parents to provide services to their children, which services would have been paid for by DOE. The former Director acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time or City resources for any non-

City purpose and prohibits a public servant from appearing for compensation before any City agency. In determining the amount of the fine, the Board took into account that the former Community Coordinator had resigned from ACS while related disciplinary charges were pending. *COIB v. Belenky,* COIB Case No. 2009-279 (2009).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement in which a Principal Administrative Associate in the DOHMH Bureau of Correctional Health Service was suspended for seven days by DOHMH, with the approximate value of $1,492, for using City resources on City time to complete an online degree at the University of Phoenix. The DOHMH Principal Administrative Associate admitted that, at times when she was supposed to be doing work for DOHMH, she used a City computer and her DOHMH e-mail account in an amount substantially in excess of the de minimis amount permitted by the City of New York's Policy on Limited Personal Use of City Office and Technology Resources (also known as the "Acceptable Use Policy") to complete an online degree at the University of Phoenix. The Principal Administrative Associate acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time and City resources to pursue private activities. *COIB v. Gabrielsen,* COIB Case No. 2009-192 (2009).

The Board, the New York City Department of Education ("DOE"), and the DOE Division of School Facilities concluded a settlement in which a DOE Custodian Engineer received a DOE-imposed penalty valued at more than $7,904 for, among other misconduct, using City resources for non-City purposes. The DOE Custodian Engineer admitted that he removed two 55-gallon drums belonging to DOE from a DOE school for his personal use. He further admitted that he removed the drums without permission or authorization from DOE to do so. The DOE Custodian Engineer acknowledged that this conduct violated the City's conflicts of interest law, which prohibits public servants from using City resources for any non-City purpose. He further admitted that he engaged in other misconduct that violated DOE Rules and Procedures, but not Chapter 68 of the New York City Charter, the City's conflicts of interest law. The DOE Custodian Engineer agreed to the imposition of several penalties by DOE, including waiving thirty days of back pay, which has an approximate value of $7,904. The Board accepted the DOE-imposed penalty as a sufficient penalty for the Custodian Engineer's violations of Chapter 68. *COIB v. Core,* COIB Case No. 2008-237a (2009).

The Board and the New York City Department of Sanitation ("DSNY") concluded a three-way settlement with a DSNY Sanitation Worker who, while on City time, sold unauthorized DSNY merchandise for personal profit from his personal vehicle outside of a DSNY garage. The Sanitation Worker acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time and resources to pursue private activities. The Sanitation Worker was fined 15 work days, valued at $3,822, by DSNY. *COIB v. Guerrero,* COIB Case No. 2008-922 (2009).

The Board fined a former Custodian for the New York City Department of Education ("DOE") $20,000, the highest fine to date in a Board settlement. The former Custodian acknowledged he had made personal purchases using DOE funds from three DOE vendors and then instructed those vendors to falsify the invoices in order to conceal from DOE his use of

DOE funds for personal purchases. The former Custodian also acknowledged that he used the custodial staff that he hired to work at his DOE school to perform personal work for him and for his brother-in-law – including painting his house, installing shelves, installing cabinets at his brother-in-law's house, moving a rug, and cleaning his deck – always without paying them and sometimes at times when the custodial staff was supposed to performing work at the Custodian's DOE school. The former Custodian admitted that he violated the City's conflicts of interest law, which prohibits the use of City resources – which include City monies or City personnel – for any non-City purpose and prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant. *COIB v. O'Brien,* COIB Case No. 2008-960 (2009).

The Board and the New York City Human Resources Administration ("HRA") concluded a three-way settlement with an HRA Food Stamps Eligibility Specialist who agreed to an eleven work-day fine, valued at $1,671, to be imposed by HRA, and a $400 fine payable to the Board, for a total financial penalty of $2,071, for using City time and City resources to do work for his private business. The HRA Food Stamps Eligibility Specialist admitted that, at times when he was supposed to be doing work for HRA, he used his City office, computer, e-mail account, and telephone to perform work related to his private process-serving and bankruptcy services business. The Food Stamps Eligibility Specialist acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time and City resources to pursue private activities. *COIB v. Purdie,* COIB Case No. 2008-687 (2009).

The Board concluded a settlement with a former Caseworker for the New York City Human Resources Administration ("HRA") who, in 2003, used her HRA letterhead to create a phony letterhead, purportedly from her HRA supervisor, stating that she no longer worked for HRA when, in fact, she did. The former Caseworker admitted that she prepared this phony letter on HRA letterhead for the purpose of misrepresenting her income to the U.S. Department of Housing and Urban Development ("HUD") in order to obtain a greater amount of rent subsidies through the HUD-funded Section 8 rental assistance program. The former Caseworker admitted that, by using City letterhead for the non-City purpose of fraudulently obtaining a lower rent for herself, she violated the City's conflicts of interest law, which prohibits a public servant from using a City resource for a non-City purpose. The former Caseworker had previously plead guilty to charges based on this misconduct in U.S. District Court and was sentenced in June 2008 to two years' probation and six months' home confinement and was ordered to pay restitution in the full amount that she had defrauded the government, $41,035. In light of these criminal penalties, the Board did not impose its own separate penalty. *COIB v. Medal,* COIB Case No. 2008-744 (2009).

The Board issued a public warning letter to a Special Project Coordinator at the New York City Department of Parks and Recreation for, in violation of City's conflicts of interest law: (a) serving as the volunteer President of a not-for-profit organization having business dealings with Parks without the approval of the Parks Commissioner; (b) being directly involved in that not-for-profit's City business dealings, through her solicitation of grants and contracts from the City for the not-for-profit; (c) performing work for the not-for-profit while on City time and using City resources, such as Parks personnel and her Parks office and telephone; and (d)

misusing her position to schedule events at Parks facilities for the not-for-profit on terms and conditions not available to other entities. Here, the Board did not pursue further enforcement action against the Special Project Coordinator for her multiple violation of Chapter 68 of the City Charter because her supervisor at Parks had knowledge of and apparently approved her use of City time and resources on behalf of the not-for-profit organization. Nonetheless, the Board took the opportunity of the issuance of this public warning letter to remind public servants that, in order to hold a position at a not-for-profit having business dealings with their own agency, public servants must obtain approval from their agency head, not merely their supervisor, to have that position and must have no involvement in the City business dealings of the not-for-profit. Under certain circumstances the Board may grant a waiver of that prohibition, subject to certain conditions, after receiving written approval of the public servant's agency head. However, even with such a waiver, public servants would still not be permitted to use their City positions to obtain a benefit for the not-for-profit with which they have a position – such as obtaining access to City facilities on terms not available to other not-for-profits. *COIB v. Rowe-Adams*, COIB Case No. 2008-126 (2009).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement in which a DOHMH Principal Administrative Associate was suspended by DOHMH for five days, valued at $817, for using City resources to do non-City work during times when she was required to be working for DOHMH. The Principal Administrative Associate admitted that, on numerous occasions when she was required to perform services for DOHMH, she used a DOHMH computer and her DOHMH e-mail account to engage in activities related to her private tenant, including e-mailing New York State and City officials seeking assistance with rental issues she was having with her tenant. The Principal Administrative Associate acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time and City resources to pursue non-City business. *COIB v. Pottinger*, COIB Case No. 2009-063 (2009).

The Board fined the former Director of Special Projects at the Office of the Chief Medical Examiner ("OCME") $3,250 for using City resources and his City position to perform work related to a private consulting venture. The former Director acknowledged that when he was still employed by OCME, he had several substantive conversations about his proposed private consulting firm with representatives of an OCME vendor, specifically about the prospect of the OCME vendor doing business with his private consulting firm. He also used OCME facilities to engage in a number of substantive conversations, with an OCME colleague and others, about the creation of the private consulting firm. The former Director acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, and prohibits a public servant from using City letterhead, personnel, equipment or supplies for any non-City purpose. *COIB v. Ribowsky*, COIB Case No. 2008-478 (2009).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement with a Coordinating Manager in the DOHMH Bureau of Health Care Access and Improvement in which the Coordinator Manager was

suspended for twenty-five days by DOHMH, with the approximate value of $5,000, for using City time and City resources to perform work relating to her family's import-export business and to complete an online defensive driving course. The DOHMH Coordinating Manager admitted that, at times when she was supposed to be doing work for DOHMH, she used a City computer and her DOHMH e-mail account to prepare, store, and transmit hundreds of documents relating to an import-export business owned by her and her husband. The Coordinating Manager also admitted that, at times when she was supposed to be doing work for DOHMH, she used a City computer to access and to complete an online defense driving course. The Coordinating Manager acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time and City resources to pursue private activities. *COIB v. Bastawros,* COIB Case No. 2009-045 (2009).

The Board fined the Director of Facilities Management for the Division of School Facilities at the New York City Department of Education ("DOE") $1,150 for using DOE subordinates to perform a personal favor for him using a City vehicle. The Director acknowledged that, in a room containing a number of DOE employees, including his subordinates, he stated that he was having difficulty locating a tricycle for his grandchild. One of his subordinates volunteered to purchase the tricycle for the Director during his lunch break, an offer the Director accepted. The subordinate could not purchase it during his lunch break, so he offered to look for the tricycle at a different store on his way home from work with a second subordinate, an offer which the Director also accepted. The Director was aware that both shopping trips would be made using the subordinate's regularly-assigned DOE vehicle. The Director acknowledged that his conduct violated the City's conflict of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant and prohibits a public servant from using any City resource, such as a City vehicle, for a non-City purpose. *COIB v. Borowiec,* COIB Case No. 2008-555 (2009).

The Board fined a former Department of Homeless Services ("DHS") Attorney $2,000 for using her City office during her City work hours to hold a meeting to discuss her professional resume services with a DHS Security Officer, whom she charged to prepare his resume, and using her City computer to send an e-mail message to a DHS employee inquiring if DHS accepted applications for Agency Attorney Intern positions from individuals with a law degree from outside of the United States (the DHS Security Officer with whom the former DHS Attorney met had a law degree from outside the United States). The DHS Attorney also acknowledged that she sent an e-mail message from her personal e-mail account to her work e-mail account with the DHS security officer's resume and cover letter as attachments. The former DHS Attorney acknowledged that her conduct violated the City's conflicts of interest law, which, among other things: (a) prohibits a public servant from pursuing private activities during times when that public servant is required to perform services for the City; and (b) prohibits a public servant from using City resources for any non-City purpose. After taking into consideration the former DHS Attorney's extraordinary financial hardship, including her current unemployment status, the Board suspended collection of the $2,000 fine. *COIB v. James,* COIB Case No. 2006-462 (2009).

The Board fined a Deputy Chief of Emergency Medical Services ("EMS") for the New York City Fire Department ("FDNY") $500 for using a City-owned FDNY vehicle for unauthorized personal purposes. The EMS Deputy Chief admitted that, while she was off-duty, she used a FDNY vehicle, without authorization from FDNY, to pick up officers from a ship docked in Manhattan and drive them to a restaurant in Manhattan for a personal meeting. The EMS Deputy Chief acknowledged that she violated the City's conflicts of interest law, which prohibits a public servant from using a City resource for a non-City purpose. *COIB v. Kwok,* COIB Case No. 2008-504 (2009).

The Board fined a former New York City Administration for Children's Services ("ACS") Child Protective Specialist $6,626.04 for using her City-issued cellular telephone to make over 1,000 personal telephone calls from June 30 to September 24, 2007, including over 250 long-distance calls to Jamaica, amounting to a $6,126.04 telephone bill for which she failed to reimburse ACS. These telephone calls were made on City time and without authorization from ACS. The Child Protective Specialist acknowledged that her conduct violated the City's conflicts of interest law, which, among other things: (a) prohibits a public servant from using City resources for any non-City purpose; and (b) prohibits a public servant from pursuing private activities during times when that public servant is required to perform services for the City. The $6,626.04 fine imposed by the Board includes restitution of the $6,126.04 incurred in personal telephone bills at ACS and a $500 fine to the Board. However, after taking into consideration the Child Protective Specialist's extraordinary financial hardship, including her current unemployment status, the Board agreed to suspended collection of the fine. *COIB v. Henry,* COIB Case No. 2008-006 (2009).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement in which a DOHMH Supervising Public Health Advisor was suspended by DOHMH for three days, valued at $562, for using City resources to do non-City work during times when he was required to be working for DOHMH. The DOHMH Supervising Public Health Advisor admitted that, on numerous occasions when he was required to perform services for DOHMH, he used a DOHMH computer and his DOHMH e-mail account to engage in activities related to his outside work as a musician, including sending and receiving e-mails to solicit business and advertise performances. The Supervising Public Health Advisor acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time and City resources to pursue non-City business. *COIB v. J. King,* COIB Case No. 2008-681 (2009).

The Board and the New York City Department of Environmental Protection ("DEP") concluded a three-way settlement with a DEP Police Officer who was suspended by DEP for 5 days without pay, valued at $839, for using envelopes with the DEP insignia with the intent to send personal letters to New York City Council Members, urging them to support a change to the Administrative Code that would change the status of DEP police officers and provide them with greater benefits. The DEP Police Officer acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using City resources for any non-City purpose. *COIB v. Tangredi,* COIB Case No. 2008-434 (2009).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement with a DOHMH Associate Public Health Sanitarian who used DOHMH letterhead for the personal purpose of sending a "Letter of Sponsorship" to the Visa Officer at the British High Commission in Nigeria for an individual who was planning to study at the West London College of Business & Management. This use of DOHMH letterhead was done without the knowledge or consent of the DOHMH Commissioner. The DOHMH Associate Public Health Sanitarian acknowledged that his use of City letterhead violated the City's conflicts of interest law, which prohibits a public servant for using City letterhead, personnel, equipment, resources, or supplies for any non-City purpose. The DOHMH Associate Public Health Sanitarian agreed to a five-day suspension and the forfeiture of ten days of annual leave, for a total penalty of $3,104, to be imposed by DOHMH. This penalty was for both the above-described violation and additional violations by the Associate Public Health Sanitarian of the DOHMH Standard of Conduct Rules unrelated to the City's conflicts of interest law. *COIB v. Teriba,* COIB Case No. 2008-719 (2009).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement with a DOHMH Clerical Associate who, while on City time, used City resources to do perform work related to his outside business, a jazz band. The DOHMH Clerical Associate admitted that, on numerous occasions when he was supposed to be doing work for DOHMH, he used a City computer and his DOHMH e-mail account to perform work related to his jazz band, for which work he was compensated. He acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time and City resources to pursue private activities. The Clerical Associate agreed to a three-day suspension and the forfeiture of three days of annual leave, which has the total approximate value of $676, to be imposed by DOHMH. *COIB v. Conton,* COIB Case No. 2008-921 (2009).

The Board concluded a settlement with a Deputy Director for the Department of Parks and Recreation ("Parks") who used a City-owned vehicle without authorization from Parks to do personal errands on the weekend and a Parks-issued E-ZPass for personal purposes on thirteen occasions, which cost the City $52. The Deputy Director acknowledged that he violated the City's conflicts of interest law, which prohibits a public servant from using City resources for a non-City purpose. As a result of the same misconduct, the Deputy Director had previously entered into a stipulation of settlement with Parks whereby he agreed to pay an $11,000 fine to Parks and to accept a demotion from the position of Director to Deputy Director. The Board took the Agency disciplinary action into consideration and did not seek a separate, additional fine. *COIB v. Brenner,* COIB Case No. 2008-716 (2009).

The Board adopted the Report and Recommendation of Administrative Law Judge ("ALJ") Kevin F. Casey at the Office of Administrative Trials and Hearings ("OATH"), issued after a full trial of this matter on the merits, that, while employed by the New York City Department of Education ("DOE"), a then-Assistant Principal misused her position by using funds from the general school fund account for her own personal financial gain. The Board found that, while employed by DOE, during the 2003-2004 school year, the former Assistant Principal was placed in charge of her school's general school fund account, on deposit at Fleet Bank. In the spring of 2004, the Assistant Principal was given approximately $8,565 in cash,

consisting largely of funds contributed by the parents of her school's fifth-grade students to cover fifth-grade graduation and trip expenses. The Assistant Principal failed to deposit approximately $2,460 of this money, and then, over the course of the year, used approximately $4,224 for non-City purposes, including cash withdrawals and debit card purchases for personal clothing at Loehmann's and Century 21 Department Store, among other places. The Assistant Principal claimed that she had made deposits to reimburse the general school fund account for her personal withdrawals and debit card purchases, but the OATH ALJ and the Board rejected her claims as unsupported by reliable evidence and thus not credible. The OATH ALJ found, and the Board adopted as its own findings, that the Assistant Principal's conduct violated the City's conflicts of interest law, which prohibits a public servant from using his or her City position for private financial gain and from using a City resources, such as school funds, for any non-City purpose. The Board fined the former Assistant Principal $7,500. *COIB v. L. Bryan*, OATH Index No. 1366/08, COIB Case No. 2005-748 (Order Dec. 22, 2008).

The Board and the New York City Administration for Children's Services ("ACS") concluded a three-way settlement in which a Principal Administrative Associate was suspended for 30 days without pay, valued at $3,495, and required to provide full restitution to ACS of $290.80, for using ACS transportation vouchers to pay for a car service to transport her from work to her private residence without authorization from ACS, resulting in a $290.80 bill to ACS. The Principal Administrative Associate acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using City resources for any non-City purpose. *COIB v Wiltshire*, COIB Case No. 2008-604 (2008).

The Board fined the former Director of the Forensic Biology Department of the Office of the Chief Medical Examiner ("OCME") $2,500 for using City resources and his City position to perform work related to a private consulting venture. The former Director acknowledged that when he was still employed by OCME, he used OCME facilities – a City resource – to engage in a number of substantive conversations, with an OCME colleague and others, about the creation of a private consulting firm. He also has several substantive conversations about this private consulting firm with representatives of an OCME vendor, specifically about the prospect of the OCME vendor doing business with his private consulting firm. The former Director acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, and prohibits a public servant from using City letterhead, personnel, equipment or supplies for any non-City purpose. *COIB v. Shaler*, COIB Case No. 2008-478a (2008).

The Board fined the Deputy Assistant Director for Technical Services at the New York City Housing Authority ("NYCHA) $2,000 for performing work for his employer while on City time and using his City computer, despite having received written advice from the Board on two occasions advising him that he could not use City time or City resources for any outside employment. (The amount of the fine imposed by the Board reflected the fact that, although the use of City time and resources was limited, the Deputy Assistant Director had been twice notified by the Board in writing that this conduct is prohibited by the conflicts of interest law.) The NYCHA Deputy Assistant Director acknowledged that, while he worked for NYCHA, he

also had a part-time position for Gotham Elevator Inspection, and had performed work for Gotham on City time and using his City computer. The Deputy Assistant Director acknowledged that this conduct violated the City's conflicts of interest law, which prohibits any public servant from pursuing private activities during times when that public servant is required to perform services for the City and from using City letterhead, personnel, equipment, resources, or supplies for any non-City purpose. *COIB v. Miraglia,* COIB Case No. 2007-813 (2008).

The Board and the New York City Department of Correction ("DOC"), in a three-way settlement, fined an attorney in the DOC Office of Trials and Litigation $1,800 for, while on City time, using his City computer to store and edit documents related to his private law practice. The DOC attorney acknowledged that this conduct violated the City's conflicts of interest law, which prohibits any public servant from using City resources or City time to pursue non-City activities. *COIB v. Bryk,* COIB Case No. 2008-760 (2008).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement in which a DOHMH Associate Staff Analyst was suspended for six days without pay, valued at $1,563, for using her City computer and City e-mail during her City work hours to send several e-mail messages to DOHMH employees and vendors promoting her online clothing store. The Associate Staff Analyst acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant and prohibits a public servant from using City time and resources to pursue private activities. *COIB v. Ng-A-Qui,* COIB Case No. 2008-352 (2008).

The Board fined a former New York City Human Resources Administration ("HRA") Principal Administrative Assistant $1,500 for accessing HRA's computer database to view his child support case and for misappropriating funds from his child support case. The Principal Administrative Assistant acknowledged that from in or around June 2004 through January 2007, he used his HRA username and password on twenty occasions to view his child support case on the HRA Child Support database without authorization. The Principal Administrative Assistant further acknowledged that on June 16, 2004, and December 20, 2006, he accessed his HRA child support case and falsely indicated that he was owed a refund from the HRA Office of Child Support for overpayment of child support, which caused HRA to issue him a refund check for the amount of his child support payments, funds that he subsequently repaid only in part. The Principal Administrative Assistant admitted that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, and prohibits a public servant from using City resources, such as City money, for any non-City purpose. *COIB v. Soto,* COIB Case No. 2007-261 (2008).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement with a DOHMH Clerical Associate III who, while on City time, used City resources to do work on her private writing, which writing she intended to be commercially published. The DOHMH Clerical Associate admitted that, on

numerous occasions when she was supposed to be doing work for DOHMH, she used a City computer and her DOHMH e-mail account to engage in activities related to the writing, editing, and possible publication of multiple works of fiction. She acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time and City resources to pursue private activities. The Clerical Associate agreed to an eight-day suspension, which has an approximate value of $1,003.76, to be imposed by DOHMH. *COIB v. Adkins,* COIB Case No. 2008-543 (2008).

The Board issued a public warning letter to a New York City Council Member who used her City Council letterhead, on which her City Council position is identified, and a City Council envelope for the non-City purpose of challenging a notice of violation that had been issued to her personal residence. While not pursuing further enforcement action, the Board took the opportunity of this public warning letter to remind public servants that the City's conflicts of interest law prohibits public servants from using City resources, such as letterhead, for any non-City purpose and from using their City positions to obtain any personal advantage for themselves or for any person or firm with which they are associated. *COIB v. S. Gonzalez,* COIB Case No. 2008-501 (2008).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement with a Competitive Stock Worker who used City time and City resources to pursue private activities related to the operation of a not-for-profit organization with which the Competitive Stock Worker held a position. The Competitive Stock Worker admitted that, on numerous occasions when he was supposed to be doing work for DOHMH, he used a City computer and his DOHMH e-mail account to engage in activities related to the operation of a not-for-profit organization that he served as Vice President. He acknowledged that his use of City time and City resources was beyond the de minimis amount permitted by the City of New York's Policy on Limited Personal Use of City Office and Technology Resources (also known as the "Acceptable Use Policy") and that his conduct thus violated the City's conflicts of interest law, which prohibits a public servant from using City time and City resources to pursue private activities. The Competitive Stock Worker agreed to a five work-day fine, which has an approximate value of $623, to be imposed by DOHMH. *COIB v. Wordsworth,* COIB Case No. 2008-585 (2008).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement with a Public Records Aide who used City time and City resources to engage in activities related to his private business. The Public Records Aide admitted that he used a DOHMH computer and his DOHMH e-mail account to send and receive e-mail correspondence related to his outside work promoting and planning entertainment events. The Public Records Aide acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time and City resources to pursue private activities. The Public Records Aide agreed to a five work-day fine, which has an approximate value of $550, to be imposed by DOHMH. *COIB v. Miller,* COIB Case No. 2008-536 (2008).

The Board issued a public warning letter to a Forensic Anthropologist at the New York City Office of the Chief Medical Examiner ("OCME") who used City time and City resources –

specifically his OCME telephone, computer, and e-mail – in furtherance of his work on three commercial academic books. The Chief Medical Examiner at OCME had previously sought the Board's advice as to whether, among other things, the Forensic Anthropologist could contract to write books with two different publishers in light of his OCME position, and the Board advised that such work was permissible, provided that the Forensic Anthropologist not perform such work on OCME time or using OCME resources. The Board determined not to pursue further enforcement action in light of the fact that the Forensic Anthropologist reported his own conduct to the Board. The Board further took the opportunity of this public warning letter to remind public servants that the City's conflicts of interest law prohibits public servants from using City time or City resources for the non-City purpose of pursuing any outside employment or financial interest. *COIB v. Adams,* COIB Case No. 2008-370 (2008).

The Board and the New York City Department of Sanitation ("DSNY") concluded a three-way settlement in which a Sanitation Worker was suspended for 4 days without pay, valued at $974, and fined 26 work days, valued at $6,332, for working for his outside employer on City time while wearing his DSNY uniform. The Sanitation Worker acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time and City resources to pursue private activities. *COIB v. Passaretti,* COIB Case No. 2008-217 (2008).

The Board and the New York City Department of Sanitation ("DSNY") concluded a three-way settlement with a Sanitation Worker who received a thirty work-day fine, valued at $7,307, to be imposed by DSNY, for working for his outside employer while on City time and using a DSNY vehicle. The Sanitation Worker admitted that he engaged in outside employment as a private security supervisor during his scheduled tour of duty with DSNY and while using his DSNY vehicle. The Sanitation Worker acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time and City resources to pursue private activities. *COIB v. Lowry,* COIB Case No. 2008-295 (2008).

The Board and the New York City Department of Sanitation ("DSNY") concluded fifty-two three-way settlements with Sanitation Workers, and the Board concluded two separate settlements with former Sanitation Workers, who, while on City time and using their DSNY trucks, collected scrap metal for their private benefit. Scrap metal is a valuable recyclable that DSNY collects as part of the City-wide recycling program and for which DSNY has contracted with a private entity to accept, process, and/or sell. Instead of collecting this valuable recyclable for the City, the fifty-four Sanitation Workers sold the scrap metal for their personal benefit. Each Sanitation Worker acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant and from using City time or City letterhead, personnel, equipment, resources, or supplies for any non-City purpose. The Board and DSNY, in their three-way settlements, fined each of the fifty-two Sanitation Workers a suspension of five to thirty days, valued at $892 to $7,410, to be imposed by DSNY. The Board, in its separate settlements, fined the two former Sanitation Workers $1,500 each. *COIB v. Arzuza,* COIB Case No. 2007-436 (2008), *COIB v. Baerga,* COIB Case No. 2007-436a (2008), *COIB v. Baldi,* COIB Case No. 2007-436b (2008), *COIB v. Barone,* COIB Case No. 2007-436c

(2008), *COIB v. Belluci*, COIB Case No. 2007-436d (2008), *COIB v. Bostic*, COIB Case No. 2007-436e (2008), *COIB v. Bracone*, COIB Case No. 2007-436f (2008), *COIB v. Branaccio*, COIB Case No. 2007-436g (2008), *COIB v. Carmenaty*, COIB Case No. 2007-436h (2008), *COIB v. Castro*, COIB Case No. 2007-436i (2008), *COIB v. Cato*, COIB Case No. 2007-436j (2008), COIB v. Colorundo, COIB Case No. 2007-436k (2008), COIB v. Congimi, COIB Case No. 2007-436l (2008), *COIB v. Cutrone*, COIB Case No. 2007-436m (2008), *COIB v. Damers*, COIB Case No. 2007-436n (2008), *COIB v. Desanctis*, COIB Case No. 2007-436o (2008), *COIB v. L. Dixon*, COIB Case No. 2007-436p (2008), *COIB v. Drogsler*, COIB Case No. 2007-436q (2008), *COIB v. Gallo*, COIB Case No. 2007-436r (2008), *COIB v. Garcia*, COIB Case No. 2007-436s (2008), *COIB v. Georgios*, COIB Case No. 2007-436t (2008), *COIB v. Grey*, COIB Case No. 2007-436u (2008), *COIB v. Harley*, COIB Case No. 2007-436v (2008), *COIB v. Hayden*, COIB Case No. 2007-436w (2008), *COIB v. Jaouen*, COIB Case No. 2007-436x (2008), *COIB v. Kane*, COIB Case No. 2007-436 y(2008), *COIB v. Keane*, COIB Case No. 2007-436z (2008), *COIB v. Kopczynski*, COIB Case No. 2007-436aa (2008), *COIB v. Lagalante*, COIB Case No. 2007-436bb (2008), *COIB v. Lampasona*, COIB Case No. 2007-436cc (2008), *COIB v. La Rocca*, COIB Case No. 2007-436dd (2008), *COIB v. La Salle*, COIB Case No. 2007-436ee (2008), *COIB v. MacDonald*, COIB Case No. 2007-436ff (2008), *COIB v. A. Mann*, COIB Case No. 2007-436gg (2008), *COIB v. C. Mann*, COIB Case No. 2007-436hh (2008), *COIB v. Mastrocco*, COIB Case No. 2007-436ii (2008), *COIB v. McDermott*, COIB Case 2007-436 jj (2008), *COIB v.McMahon*, COIB Case No. 2007-436kk (2008), *COIB v. A. Morales*, COIB Case No. 2007-436ll (2008), *COIB v. J. Morales*, COIB Case No. 2007-436mm (2008), *COIB v. Moscarelli*, COIB Case No. 2007-436nn (2008), *COIB v. Prendergrast*, COIB Case No. 2007-436oo (2008), *COIB v. Puhi*, COIB Case No. 2007-436pp (2008), *COIB v. Ruocco*, COIB Case No. 2007-436qq (2008), *COIB v. Smith*, COIB Case No. 2007-436rr (2008), *COIB v. Stephenson*, COIB Case No. 2007-436ss (2008), *COIB v. Sterbenz*, COIB Case No. 2007-436tt (2008), *COIB v. Taylor*, COIB Case No. 2007-436uu (2008), *COIB v. R. Torres*, COIB Case No. 2007-436vv (2008), *COIB v. Valerio*, COIB Case No. 2007-436ww (2008), *COIB v. Wallace*, COIB Case No. 2007-436xx (2008), *COIB v. Williams*, COIB Case No. 2007-436yy (2008), *COIB v. Zaborsky*, COIB Case No. 2007-436zz (2008), *COIB v. Guifre*, COIB Case No. 2007-436ab (2008), *COIB v. Sullivan*, COIB Case No. 2007-436ac (2008), *COIB v. Pretakiewicz*, COIB Case No. 2007-436ae (2008).

The Board fined a New York City Department of Environmental Protection ("DEP") Architect $1,000 for using his DEP computer, e-mail, and telephone to communicate with employees of the New York City Department of Parks and Recreation ("Parks") on behalf of a not-for-profit organization with which he volunteered and for allowing his DEP e-mail address to be posted on the not-for-profit's website as his contact information. The Architect further acknowledged that he met with Parks employees, who knew he worked for DEP, on behalf of the not-for-profit. The Architect acknowledged that by using his DEP computer, e-mail, and telephone to communicate with Parks employees on behalf of the not-for-profit, allowing his DEP e-mail address to be posted as his contact information for the not-for-profit, and meeting with Parks employees on behalf of the not-for-profit, he violated the City's conflicts of interest law, which prohibits a public servant for using City letterhead, personnel, equipment, resources, or supplies for any non-City purpose and prohibits a City employee from representing private interests before any City agency or appearing directly or indirectly on behalf of private interests in matters involving the City. *COIB v. Harrington*, COIB Case No. 2008-025 (2008).

The Board fined the former Director of the Call Center for the New York City Department of Health and Mental Hygiene ("DOHMH") $7,500 for, among other things, performing work for a not-for-profit organization for which she served as an unpaid Member and Vice-Chair of the Board of Directors – and in that capacity had often functioned as the organization's de facto (although unpaid) Executive Director – while on City time and using City resources, such as her DOHMH computer, e-mail account, and telephone. The former Director further acknowledged that she performed a substantial amount of work for the organization, both related and unrelated to its business dealings with the City and DOHMH, on City time using her DOHMH telephone, computer, and e-mail account. The former Director acknowledged that this conduct violated the conflicts of interest law's prohibition against using City time or City letterhead, personnel, equipment, resources, or supplies for any non-City purpose. *COIB v. Harmon*, COIB Case No. 2008-025 (2008).

The Board and the New York City Administration for Children's Services ("ACS") concluded two three-way settlements with an ACS Child Protective Specialist Supervisor II, who suspended for 21 days without pay, valued at $3,872, and her subordinate, an ACS Child Protective Specialist II, who was suspended for 30 days without pay, valued at $4,151, for starting a janitorial business with each other. The ACS Child Protective Specialist Supervisor II and the ACS Child Protective Specialist II each further acknowledged that she used her ACS computer to send e-mails to each other regarding their janitorial business. The ACS Child Protective Specialist Supervisor II and the ACS Child Protective Specialist II each acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from entering into any business or financial relationship with another public servant who is a superior or subordinate of such public servant and from using City time or City resources for any non-City purpose, particularly for engaging in any private business or financial enterprise. COIB v. Edwards, COIB Case Nos. 2007-433a and 2002-856b (2008), and *COIB v. Jafferalli*, COIB Case No. 2007-433 (2008).

The Board and the New York City Administration for Children's Services ("ACS") concluded a three-way settlement in which an ACS Community Assistant was: (a) suspended for 10 days without pay, valued at $1,046; (b) required to provide full restitution of the $1,279.48 she had misappropriated, of which she has already paid ACS $532.82; and (c) placed on probation for six months, for using her position to misappropriate $1,279.48 of ACS funds from the ACS Out-of-Town Travel Unit for personal use. The Community Assistant acknowledged that, from November 2004 through August 2007, she used her position as Community Assistant for the ACS Out-of-Town Travel Unit to misappropriate $1,279.48 of ACS funds for her personal use. The Community Assistant acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position to obtain any financial gain, and from using City resources, such as City money, for any non-City purpose. *COIB v. Mouzon*, COIB Case No. 2007-570 (2008).

The Board and the New York City Department of Education ("DOE") concluded a three-way settlement in which the Executive Director of the DOE Human Resource Connect employee service center was fined $1,000 for using City time and resources to perform work related to his duties as the Mayor of the Township of River Vale, New Jersey. The Executive Director

acknowledged that, over a three-and-one-half-month period, he made approximately 76 long-distance calls on his DOE telephone on DOE time related to his duties as the Mayor of the Township of River Vale, for which position he earned an annual stipend. He acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from pursuing personal activities while on City time and from using City letterhead, personnel, equipment, resources, or supplies for any non-City purpose. *COIB v. Blundo*, COIB Case No. 2007-636 (2008).

The Board and the New York City Human Resources Administration ("HRA") concluded a three-way settlement with an HRA Computer Specialist who, during his City work hours, used HRA technology resources to perform work unrelated to his HRA duties. The HRA Computer Specialist admitted that, to further his outside activities as a professional singer, he used his HRA computer to create and store numerous documents and he used the HRA e-mail system to send numerous e-mails. He admitted that he posted on his personal website his HRA e-mail address and that he provided his HRA telephone number as his contact number in e-mail correspondence about his singing. The Computer Specialist acknowledged that his conduct violated the City's conflicts of interest law, which prohibits any public servant from pursuing private activities during times when that public servant is required to perform services for the City, and from using City resources for a non-City purpose, such as conducting a private business. The HRA Computer Specialist agreed to receive a five work-day pay fine, valued at approximately $1,795, from HRA and to pay a $500 fine to the Board, for a total financial penalty of $2,295. *COIB v. Childs*, COIB Case No. 2006-775 (2008).

The Board fined the former Director of the Forensic Biology Department of the Office of the Chief Medical Examiner ("OCME") $2,000 for using City resources and City personnel to write and edit a book that was to be commercially published. The former Director acknowledged that when he was still employed by OCME, in 2004 and 2005, he used his City computer to store chapters of his book and his City e-mail account to communicate with representatives of Simon and Shuster, Inc., about his book, Who They Were: Inside the World Center DNA Story: The Unprecedented Effort to Identify the Missing, which book was published by Free Press, a division of Simon & Shuster, Inc., at the end of 2005. Also, in or around late 2004 or 2005, he asked his subordinate, an OCME Lab Associate, to review the manuscript of Who They Were prior to his submission of the transcript to his publisher. His subordinate did so, on her own time for which she was not compensated. The former Director acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, and prohibits a public servant from using City letterhead, personnel, equipment or supplies for any non-City purpose. *COIB v. Shaler*, COIB Case No. 2007-873 (2008).

The Board fined a Patrol Supervisor for the New York City Police Department ("NYPD") $1,250 for running his private business on City time, using City resources, and making a sale on behalf of that business to a subordinate. The Patrol Supervisor acknowledged that he was an owner and partner in All American Tent Company, and that he used City time and City resources, specifically his City telephone, NYPD computers, and papers, to conduct

business for All American Tent Company. The Patrol Supervisor also acknowledged that he entered into a financial transaction on behalf of All American Tent Company with an NYPD Police Officer in his command, to provide a tent and chair rental service at the Officer's home. The Patrol Supervisor acknowledged that this conduct violated the City's conflicts of interest law, which prohibits, among other things, any public servant from pursuing private activities during times when that public servant is required to perform services for the City, using City resources for any non-City purpose, and entering into a financial relationship with the public servant's superior or subordinate. *COIB v. Murano,* COIB Case No. 2004-530 (2008).

The Board fined a Project Manager at New York City Department of Citywide Administrative Services ("DCAS") $4,500 for multiple violations related to his work for an outside investment and management company, which was performing work related to an apartment building in Manhattan (the "Company"). The Project Manager admitted that the Company had business dealings with the City, specifically the Landmarks Preservation Commission ("Landmarks"), the Department of City Planning ("City Planning"), and the Department of Buildings, and that by working for this Company, he violated the City's conflicts of interest law, which states that a City employee cannot have a position with a firm that the employee knows or should have known has City business dealings. The Project Manager also admitted that he appeared for compensation on behalf of the Company on matters involving the City, including signing a letter to, calling, and attending meetings at Landmarks regarding the Company and calling and submitting an application to City Planning on behalf of the Company, and that by doing so, he violated the City's conflicts of interest law, which states that a City employee may not, for compensation, represent private interests before any City agency. The Project Manager further admitted that he used City resources for his work for the Company, including, but not limited to, his City telephone, City computer on one occasion, and a DCAS-issued vehicle. The Project Manager acknowledged that this conduct violated the City's conflicts of interest law, which states that a City employee may not use City resources for any non-City purpose. *COIB v. Amar,* COIB Case No. 2003-550 (2008).

The Board issued a public warning letter to a Principal Special Officer at the New York City Human Resources Administration ("HRA") who, while he was on leave from, but still employed by, HRA, used his City-issued Blackberry to make several personal telephone calls and improperly marked those personal calls as agency-related on the agency's reimbursement forms. While not pursuing further enforcement action in this matter, the Board took the opportunity of this public warning letter to remind public servants that although a City agency may authorize its employees to use a City-issued Blackberry for personal use, provided that the employee fully reimburses the City for such personal use, Chapter 68 prohibits a public servant from utilizing a City-issued Blackberry for a non-City purpose without the authorization of his or her agency and without fully reimbursing his or her agency for those calls. The Board also took the opportunity of this public warning letter to remind public servants that while on a leave of absence from his or her agency, a public servant is still subject to the restrictions of Chapter 68. *COIB v. Smith,* COIB Case No. 2007-003 (2008).

The Board fined the former Chair of the New York City Civil Service Commission ("CCSC") $15,000 for misusing City resources and personnel to perform tasks related to his private law practice. The former CCSC Chair acknowledged that he asked the CCSC Office

Manager and a CCSC Administrative Associate to perform non-City tasks for him while on City time, using a CCSC computer, telephone, photocopy machine, and facsimile machine, related to his private law practice, including: typing, copying and mailing letters to private clients; retrieving and sending facsimiles; greeting visitors; preparing invoices for clients; preparing an inventory list of documents related to a litigation and then meeting one of the parties to that litigation to review the inventory and the items; preparing an Affirmation of Services concerning the Chair's legal work; and delivering packages. The former CCSC Chair further acknowledged that he also personally used his CCSC telephone for non-City related matters, totaling over 2,000 calls from January 2004 to September 2006. The former CCSC Chair acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, and prohibits a public servant from using City personnel or City resources for any non-City purpose. *COIB v. Schlein,* COIB Case No. 2006-350 (2008).

The Board fined an Assistant Commissioner for the New York City Fire Department ("FDNY") $2,000 for misusing City resources and personnel for private purposes. The Assistant Commissioner, in charge of the FDNY's Bureau of Fleet and Technical Services, acknowledged that he purchased a motorcycle on-line and then had it delivered to a subordinate in the Fleet Services Division, who repaired the motorcycle on nights and weekends, without compensation, and then asked a second subordinate of the Assistant Commissioner in the Fleet Services Division to assist the first subordinate in transporting the motorcycle from the first subordinate's house to the New York State Division of Motor Vehicles ("DMV"), handling the DMV inspection, and then transporting the motorcycle to the Assistant Commissioner's house. The Assistant Commissioner also admitted to asking the second subordinate to repair his motorcycle, without compensation, on two other occasions. The Assistant Commissioner acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, and prohibits a public servant from using City personnel for any non-City purpose. *COIB v. Basile,* COIB Case No. 2007-138 (2007).

The Board fined a former Chief of Staff to a City Council Member $1,000 for using City resources and personnel in connection with that Council Member's reelection campaign. The former Chief of Staff acknowledged that he asked members of the Council Member's District Office staff to volunteer for the Council Member's reelection campaign. The former Chief of Staff further acknowledged that he used City supplies and equipment, including his District Office computer, printer and paper, to work on the reelection campaign. The former Chief of Staff acknowledged that his conduct violated the conflicts of interest law, which provides that public servants are prohibited from using City letterhead, personnel, equipment, resources, or supplies for non-City purposes, and are prohibited from requesting any subordinate to participate in a political campaign. *COIB v. Speiller,* COIB Case No. 2003-785a (2007).

The Board and the New York City Human Resources Administration ("HRA") concluded a three-way settlement in which an HRA Associate Staff Analyst was suspended for 30 days without pay, valued at $4,550, for using his City computer to do work for his private real estate business during his City work hours. The Associate Staff Analyst acknowledged that, from September through November 2005, he used his HRA office computer to do work for his private real estate business, while on City time. The Associate Staff Analyst acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from using City resources, such as one's City computer, for any non-City purpose. *COIB v. Tulce,* COIB Case No. 2007-039 (2007).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement with a DOHMH Community Associate, who used his position to promote his mother's business and to make his own sales of child safety equipment, in violation of the City's conflicts of interest law and DOHMH's Standards of Conduct Rules. The Community Associate acknowledged that at DOHMH-sponsored orientation sessions that he conducted, he referred prospective Family Day Care Center ("FDC") providers to a training program run by a company owned and operated by his mother. On occasion, after these DOHMH-sponsored training sessions, the Community Associate would sell child safety equipment to prospective FDC providers and distribute his equipment supply list to them. Additionally, the Community Associate used his City computer and City e-mail account to send e-mails on City time to promote his mother's company. The Community Associate acknowledged that this conduct violated the City's conflicts of interest law and DOHMH's Standard of Conduct Rules, which prohibit a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, and from using City resources or City time for any non-City purpose. Given that the Community Associate had been previously warned that this conduct violated that City's conflicts of interest law, the Board and DOHMH imposed the following penalties: (a) $2,000 fine; (b) 21-day suspension, valued at $1,971; (c) reassignment to another position at DOHMH; (d) placement on probation for one year; and (e) agreement that any further violation of the City's conflicts of interest law while at DOHMH will result in immediate termination. *COIB v. Lastique,* COIB Case No. 2003-200 (2007).

The Board adopted the Report and Recommendation of Administrative Law Judge Alessandra Zorgniotti at the Office of Administrative Trial and Hearings ("OATH"), issued after a full trial of this matter on the merits, that a former Human Resources Administration ("HRA") Captain used an HRA vehicle for personal travel on numerous instances including during his City work hours. The OATH ALJ found, and the Board adopted as its own findings, that between October 2003 and June 2004, the HRA Captain misused a City van on various occasions for personal travel by logging excessive mileage on the van both during and after work hours. The former HRA Captain's misuse of his City van included traveling over 400 miles on personal business, logging excessive mileage for travel between work locations, receiving a ticket while using his City van after work hours, using his City van to travel to Court on City time to defend the ticket he received while not on agency-related business, and being involved in a motor vehicle accident while using his City van on a vacation day. The OATH ALJ found, and the Board adopted as its own findings, that this conduct violated the City's conflicts of interest law,

which prohibits public servants from using City resources for any non-City purpose and from pursuing non-City business on City time. The Board fined the former HRA Captain $5,000. *COIB v. W. Allen*, OATH Index No. 1791/07, COIB Case No. 2006-411 (Order Sept. 11, 2007).

The Board and the New York City Administration for Children's Services ("ACS") concluded a three-way settlement in which an ACS Community Coordinator was suspended for five days without pay, valued at $896, for using an ACS conference room to hold a meeting on behalf of his private business. The Community Coordinator acknowledged that, in or around November 9, 2006, he used an ACS conference room to hold a meeting concerning his private business. The Community Coordinator acknowledged that this conduct violated the City's conflicts of interest law, which, among other things, prohibits a public servant from using City resources, such as an agency's conference room, for any non-City purpose. *COIB v. Graham*, COIB Case No. 2007-016 (2007).

The Board fined a New York City Housing Authority ("NYCHA") Administrative Housing Superintendent $500 for writing a letter on NYCHA letterhead to the New York City Police Department ("NYPD") in support of the application of a fellow NYCHA employee to annul the revocation by the NYPD of the fellow employee's pistol license and rifle/shotgun permit. The Administrative Housing Superintendent acknowledged that his use of City letterhead violated the City's conflicts of interest law, which prohibits a public servant for using City letterhead, personnel, equipment, resources, or supplies for any non-City purpose, and prohibits a City employee from representing private interests before any City agency or appearing directly or indirectly on behalf of private interests in matters involving the City. *COIB v. Lucido*, COIB Case No. 2007-362 (2007).

The Board issued public warning letters to 17 employees of the New York City Department of Sanitation ("DSNY"), the majority of whom are supervisors, and one Nurse with the New York City Department of Education ("DOE"), who used City letterhead to write personal letters in support of a DSNY District Superintendent who was scheduled to be sentenced for a felony drug charge. While not pursuing further enforcement action, the Board took the opportunity to remind public servants that Chapter 68 of the City Charter prohibits a public servant from using any City resource, including City letterhead, personnel, equipment, or supplies, for any non-City purpose. *COIB v. Cala*, COIB Case No. 2007-187 (2007); *COIB v. Delfino*, COIB Case No. 2007-187a (2007); *COIB v. Herbst*, COIB Case No. 2007-187b (2007); *COIB v. McNatt*, COIB Case No. 2007-187d (2007); *COIB v. Priester*, COIB Case No. 2007-187d (2007); *COIB v. Romeo*, COIB Case No. 2007-187e (2007); *COIB v. Corbett*, COIB Case No. 2007-187f (2007); *COIB v. Grasso*, COIB Case No. 2007-187g (2007); *COIB v. Lanni*, COIB Case No. 2007-187h (2007); *COIB v. Murray*, COIB Case No. 2007-187i (2007); *COIB v. Pugliese*, COIB Case No. 2007-187j (2007); *COIB v. Walz*, COIB Case No. 2007-187k (2007); *COIB v. D'Angelo,* COIB Case No. 2007-187l (2007); *COIB v. Green*, COIB Case No. 2007-187m (2007); *COIB v. Lorenzo*, COIB Case No. 2007-187n (2007); *COIB v. Portee*, COIB Case No. 2007-187o (2007); *COIB v. Quinn*, COIB Case No. 2007-187p (2007); and *COIB v. Mallette*, COIB Case No. 2007-188 (2007).

The Board and the New York City Human Resources Administration ("HRA") concluded a three-way settlement in which an HRA Administrative Staff Analyst was fined 30-days' pay,

valued at $7,742, for using her City computer and telephone to do work for her private real estate business during her City work hours. The Administrative Staff Analyst acknowledged that, from September 2005 through September 2006, she used her HRA office computer and telephone to do work for her private real estate business, while on City time. The Administrative Staff Analyst acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from pursuing private activities during times when that public servant is required to perform services for the City and from using City resources, such as one's City computer, for any non-City purpose. *COIB v. Glover,* COIB Case No. 2007-056 (2007).

The Board and the New York City Department of Design and Construction ("DDC") concluded a three-way settlement with a DDC Administrative Architect for using City time and resources to perform work for his private architectural business, in violation of Chapter 68 of the New York City Charter and DDC Rules and Procedures. The DDC Administrative Architect acknowledged that, from June 1997 through June 2004, he used his City telephone while on City time to make over 2,000 calls related to a private architectural practice that he owned and operated. The DDC Administrative Architect acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from pursuing personal activities while on City time and from using City letterhead, personnel, equipment, or supplies for any non-City purpose. The Board and DDC fined the DDC Administrative Architect $2,000, and he agreed to retire from City and DDC employment effective July 31, 2007. *COIB v. Cetera,* COIB Case No. 2005-200 (2007).

The Board and the New York City Department of Education ("DOE") fined a DOE Parent Coordinator $1,500, with $750 payable to the Board and $750 payable to DOE, for sending an e-mail from her DOE e-mail address to the parents of the students at her school, which e-mail was seeking volunteers to hand out flyers on behalf of the campaign of a State Senator. The Parent Coordinator acknowledged that this conduct violated the City's conflicts of interest law, which prohibits the use of City resources, such as a City e-mail address, for any non-City purpose. *COIB v. Reilly,* COIB Case No. 2006-684a (2007).

The Board and the New York City Department of Homeless Services ("DHS") suspended a DHS Administrative Director of Social Services for five days, valued at $1,273.25, and fined her $3000, for making multiple sales of consumer goods, such as clothing, shoes, pocketbooks, cosmetics, and household items, to her DHS subordinates for a profit, while on City time and out of her DHS office. The Administrative Director acknowledged that this conduct violated the City's conflicts of interest law, which, among other things: (a) prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant; (b) prohibits a public servant from entering into a financial relationship with his/her superior or subordinate; (c) prohibits a public servant from pursuing private activities during times when that public servant is required to perform services for the City; and (d) prohibits a public servant from using City resources, such as one's City office, for any non-City purpose. *COIB v. Amoafo-Danquah,* COIB Case No. 2006-460 (2007).

The Board concluded a settlement with a City Council Member who expressly allowed his administrative assistant, a City Council employee, to type a poem for his daughter, while on City time and using a City computer, and who asked his administrative assistant, while on City time and using a City telephone, to make calls on a number of occasions to the parents of his daughter's soccer team regarding the scheduling of practices or games. The Council Member acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, and prohibits a public servant from using City personnel for any non-City purpose. In recognition of the limited nature of the violation, and under the particular and limited circumstances of this case, the Board agreed not to seek the imposition of a fine for the violation and further, pursuant to City Charter § 2603(h)(3), recommended to the City Council that the Council impose no penalty for the violation. *COIB v. McMahon,* COIB Case No. 2007-098 (2007).

The Board concluded a settlement with a City Council Member's Chief of Staff who asked the office's administrative assistant, a City Council employee, to make photocopies and paper cut outs related to the preparation of materials for school lesson plans of his girlfriend, a teacher for the New York City Department of Education, while on City time and using City resources. The Chief of Staff acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from using City personnel for any non-City purpose. In recognition of the limited nature of the violation, and under the particular and limited circumstances of this case, the Board agreed not to seek the imposition of a fine for the violation and further, pursuant to City Charter § 2603(h)(3), recommended to the City Council that the Council impose no penalty for the violation. *COIB v. Mitchell,* COIB Case No. 2007-098a (2007).

The Board and the New York City Department of Education ("DOE") fined a DOE Principal $5,000, with $2,500 payable to the Board and $2,500 payable to DOE, who sent a letter to the parents of the students at his school thanking a Council Member and a State Senator for their support of the school, and asking the parents to endorse and support these candidates in the future. The Principal acknowledged that he asked his DOE secretary to prepare this letter on DOE time, using DOE letterhead, and then directed that this letter be distributed to teachers to provide to students to bring home to their parents. The Principal admitted that this conduct violated the City's conflicts of interest law, which prohibits any public servant from asking a subordinate to participate in a political campaign, and prohibits the use of City resources, such as City personnel and letterhead, for any non-City purpose. *COIB v. Cooper,* COIB Case No. 2006-684 (2007).

The Board issued a public warning letter to an Assistant Principal for the Department of Education ("DOE") for submitting a proposal for universal pre-kindergarten services to the DOE in response to a DOE Request for Proposals in her capacity as pastor for a private ministry, and listing her DOE e-mail address as part of her contact information. While not pursuing further enforcement action, the Board took the opportunity to remind public servants that Chapter 68 of the City Charter prohibits a public servant from submitting a contract proposal on behalf of a private interest, including a ministry, to any City agency, and also prohibits a public servant from

using his or her City e-mail address on behalf of any private interest. *COIB v. Layne,* COIB Case No. 2006-065 (2007).

The Board fined a Custodial Supervisor for the New York City Human Resources Administration ("HRA") $500 for having multiple items of electronic equipment that he had purchased for personal use delivered to his HRA office, stored those items in his HRA office, and had HRA employees carry the electronic equipment to and from his HRA office while on City time. He acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time or City resources such as letterhead, personnel, equipment or supplies for any non-City purpose. *COIB v. Bassy,* COIB Case No. 2006-554 (2007).

The Board issued a $500 fine to the former Executive Director for the New York City Teachers' Retirement System ("TRS") who, over an eleven-month period, allowed his daughter to use his TRS-issued cell phone, resulting in overage costs to TRS in the aggregate amount of approximately $450. When these overage costs were brought to his attention, the Executive Director reimbursed TRS in full. The former Executive Director acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using City letterhead, personnel, equipment, resources, or supplies for any non-City purpose. *COIB v. Kessock,* COIB Case No. 2003-752 (2007).

The Board issued a $500 fine to an Associate Staff Analyst for the New York City Department of Correction ("DOC") who was employed, without DOC authorization, by a company owned by his wife. The Associate Staff Analyst sold Polaroid film on behalf of his wife's company to a sales representative whom he met through his DOC position and used DOC fax machines and telephones to place orders for Polaroid film on behalf of his wife's company. The Associate Staff Analyst acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, and prohibits a public servant from using City letterhead, personnel, equipment, resources, or supplies for any non-City purpose. *COIB v. Lepkowski,* COIB Case No. 2006-519 (2007).

The Board and the New York City Department of Sanitation ("DSNY") concluded a three-way settlement with a former DSNY Assistant Commissioner for running a private travel agency and for working on the 2001 Hevesi for Mayor campaign, both on City time and both involving the Assistant Commissioner's subordinates. The former DSNY Assistant Commissioner acknowledged that while he was Assistant Commissioner, he owned a travel agency and sold airline tickets to at least 30 DSNY employees while on City time, including to his superiors and subordinates, and also distributed promotional materials for his travel agency to DSNY employees, including to his superiors and subordinates, while on City time, in violation of the City's conflicts of interest law, which prohibits any public servant from pursuing private activities during times when that public servant is required to perform services for the City and prohibits a public servant from entering into a financial relationship with his superior or subordinate. The former DSNY Assistant Commissioner further acknowledged that he made

campaign-related telephone calls for and recruited subordinates to work on the Hevesi for Mayor Campaign in 2001, in violation of the City's conflicts of interest law, which prohibits a public servant from pursuing private activities on City time and from using City resources, such as the telephone, for a non-City purpose, and also prohibits a public servant from even requesting any subordinate public servant to participate in a political campaign. The Board fined the former Assistant Commissioner $2,000. *COIB v. Russo,* Case No. 2001-494 (2007).

The Board fined a former Administrative Staff Analyst for the New York City Housing Authority ("NYCHA") $2,000 for using City time and resources to perform work for several not-for-profit organizations unrelated to her NYCHA employment. The former Administrative Staff Analyst acknowledged that, over a six-month period, she made and received over 1,500 telephone calls on her NYCHA telephone, during City time, and, over a four-month period, sent and received over 380 e-mails using her NYCHA e-mail account, also during City time, connected with her work for a number of not-for-profit organizations unrelated to her City employment. She acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from pursuing personal activities while on City time and from using City letterhead, personnel, equipment, resources, or supplies for any non-City purpose. *COIB v. Tarazona*, COIB Case No. 2006-064 (2007).

The Board fined a former Manhattan Borough Administrator for the New York City Housing Authority ("NYCHA") $500 for using her position as the Manhattan Borough Administrator for the Polo Grounds Community Center to obtain private exercise sessions from a physical fitness consultant hired by NYCHA at the gym located in the Community Center at hours when the Center's gym was not otherwise open. She acknowledged that this conduct violated the City's conflict of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, and prohibits a public servant from using City letterhead, personnel, equipment or supplies for any non-City purpose. *COIB v. Aquino,* COIB Case No. 2002-458 (2007).

The Board fined a New York City Department of Education ("DOE") secretary $500 for printing a form letter to facilitate fingerprinting as part of her son's application for employment with the DOE on DOE letterhead, using a DOE printer, forging her principal's signature on the letter, and then faxing the letter using a DOE fax machine to the DOE Office of Personnel. The DOE secretary acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, which would include the public servant's child, and prohibits a public servant for using City letterhead, personnel, equipment or supplies for any non-City purpose. *COIB v. L. Diaz,* COIB Case No. 2005-685 (2006).

The Board issued a public warning letter to a former Deputy Chief of Staff for the City Council who accompanied a landlord, with whom he had a prior business relationship, to meet a tenant at the landlord's building to discuss the possibility of the tenant's withdrawing his

complaint filed with the New York State Department of Housing and Community Renewal against the landlord and, at the end of the discussion, provided the tenant with his City Council business card and the telephone number of a colleague at City Council where the former Deputy Chief of Staff could be reached. While not pursuing further enforcement action, the Board took the opportunity to remind public servants that the City Charter prohibits the use of City resources – including a City business card and City telephone numbers – for a non-City purpose. *COIB v. Nieves,* COIB Case No. 2005-470 (2006).

The Board and the New York City Human Resources Administration ("HRA") concluded a three-way settlement in which an HRA civil service caseworker was suspended for 45 workdays, valued at approximately $6,224, for using her HRA cell phone to make excessive personal calls. The caseworker made calls on her HRA cell phone totaling approximately $2,422 from November 2003 through March 2004, and approximately $1,829 from April 2004 through June 2004. Of that amount, the caseworker only repaid HRA $450. The caseworker acknowledged that her conduct violated the New York City's conflicts of interest laws, which prohibit a public servant from using his or her position as a public servant to obtain any financial gain for the public servant or any person or firm associated with the public servant; pursuing personal and private activities during times when the public servant is required to perform services for the City; or using City letterhead, personnel, equipment, resources, or supplies for non-City purposes. *COIB v. Tyner,* COIB Case No. 2006-048 (2006).

The Board fined an investigator for the Office of the Special Commissioner of Investigation for the New York City School District ("SCI") $1,500 for giving a photocopy of his SCI shield and identification to a friend for the friend's use in the event that he was arrested. The investigator admitted that he gave a copy of his SCI credentials to a friend, whom he referred to as his brother-in-law, on which copy the investigator wrote: "Could you please extend courtesy to my brother-in-law . . . . Thank you." In 2005, the investigator's friend was arrested in New York City and the arresting officer found the photocopy of the investigator's credentials in his friend's wallet. The investigator also introduced himself as an SCI investigator in a conversation with the New York City Police Department concerning his friend's arrest. City public servants, particularly those who serve the City in law enforcement and quasi-law enforcement capacities, are prohibited from abusing the powers that are vested in them as part of their official duties and the indicia of those powers, such as a shield and identification issued by the City, for any non-City purpose. *COIB v. Vance,* COIB Case No. 2005-146 (2006).

The Board fined a former New York Department of Education ("DOE") Assistant Principal $2,800 for engaging in financial relationships with his subordinates and for misusing City resources. The former Assistant Principal, who had a private tax preparation business, prepared income tax returns, for compensation, for his DOE subordinates, and also gave the fax number of the DOE school at which he worked to his private clients in order for them to send their tax information to him. *COIB v. Guttman,* COIB Case No. 2004-214 (2005).

The Board and the Department of Design and Construction ("DDC") concluded a settlement with a DDC Project Manager who admitted that from January 2004 to September 2004, he made or received over 2,000 calls on his DDC telephone. These calls were mostly conference calls related to his private business. The Project Manager also admitted that he used

City resources to produce business flyers on which he listed his DDC telephone number. He acknowledged that his conduct violated the City's conflicts of interest law, which prohibits public servants from misusing City time and resources for any non-City purpose, and agreed to pay a fine of $3,000 to the Board and to serve a 25-day suspension without pay, which is worth another $3,000. *COIB v. Carroll,* COIB Case No. 2005-151 (2005).

The Board fined a former school custodian at the New York City Department of Education ("DOE") $1,000 for using personnel and equipment paid for by DOE for his private business. For nearly two years while he was working as a school custodian, the custodian was the director of a private entity that offers tutoring services to law students. On several occasions, the custodian directed his secretary, who was paid with DOE funds, to type and edit documents, using DOE equipment, related to his private business. His secretary performed this work during times when she was required to work on matters relating to custodial services for the school. The custodian also used a DOE telephone in the custodian's office during his DOE workday to make telephone calls related to his private business. The custodian acknowledged that his conduct violated the City's conflicts of interest law, which prohibits public servants from misusing City time and resources for any non-City purpose. *COIB v. Powery,* COIB Case No. 2004-466 (2005).

The Board concluded a settlement with a former Department of Education ("DOE") Local Instructional Superintendent in Region 2, who, using a DOE computer, e-mailed his brother's resume to all principals in Region 2, including principals whom he supervised. One of the principals complained about the e-mail to the superintendent's DOE superior. The superintendent's brother was offered an interview because of the e-mail circulated among the principals in Region 2, but did not pursue the employment opportunity. Approximately three months before the superintendent e-mailed his brother's resume to his DOE subordinates, DOE Chancellor Joel I. Klein had circulated throughout DOE a newsletter entitled "The Principals' Weekly," in which the Chancellor reminded DOE employees and officials that the City's conflicts of interest law and the Chancellor's Regulations prohibit DOE employees from having any involvement with the hiring, employment, or supervision of relatives. The superintendent acknowledged that his conduct violated the New York City conflicts of interest law, which prohibits public servants from misusing City time and resources for any non-City purpose and from taking advantage of their City position to benefit someone with whom the public servant is associated. The City Charter defines a brother as a person who is associated with a public servant. The Board fined the superintendent $1,000, which took into account the fact that he had tried to recall his e-mail when advised that someone had complained and that he self-reported his conduct to the Board. *COIB v. Genao,* COIB Case No. 2004-515 (2005).

The Board fined a New York City Department of Sanitation ("DSNY") electrical engineer $2,000 for using City time and his DSNY computer to store and maintain inspection reports and client files related to his private building inspection and consulting services business. The Engineer maintained on his DSNY computer folders that contained files relating to his private business for each year from 1995 to 2002. The eight folders contained an average of one hundred and thirty-seven files, which files the engineer edited on a regular basis, sometimes during his City workday. The engineer acknowledged that his conduct violated the City's conflicts of interest law, which prohibits public servants from misusing City time and resources

for any non-City purpose. The Board fined the engineer $2,000 after taking into consideration his forfeiture of $3,915 worth of leave time to DSNY in an agency disciplinary proceeding. *COIB v. Roy Thomas,* COIB Case No. 2003-127 (2005).

The Board concluded a settlement with a former Department of Correction Commissioner, who paid a $500 fine for having three subordinate Correction Officers repair the leaking liner on his aboveground, private swimming pool. Two of the Officers were his personal friends for more than ten years, and they brought the third Officer, whom the Commissioner had not met before. The work was modest in scope, the subordinates did the repairs on their own time, not City time, and the Commissioner paid the two Officers he knew a total of $100 for the work, which included replacing the liner, replacing several clamps, and re-installing the filter. The Commissioner believed that the Officers acted out of friendship, but acknowledged that he had violated the Charter provisions and Board rules that prohibit public servants from misusing or attempting to misuse their official positions for private gain, from using City personnel for a non-City purpose, and from entering into a business or financial relationship with subordinates. Officials may not use subordinates to perform home repairs. This is so even if the subordinates are longstanding friends of their supervisors, because such a situation is inherently coercive. Allowing, requesting, encouraging, or demanding such favors or outside, paid work can be an imposition on the subordinate, who may be afraid to refuse the boss or may want to curry favor with the boss in a way that creates dissension in the workplace. There was no indication here that the Commissioner coerced the Officers in this case, but it is important that high-level City officials set the example for the workforce by taking care to consider the potential for conflicts of interest. *COIB v. W. Fraser,* COIB Case No. 2002-770 (2004).

The Board concluded a settlement with the Commissioner of New York City Department of Records and Information Services ("DORIS"). The Commissioner agreed to pay a fine of $1,000 and acknowledged that he had used DORIS records to conduct genealogy research for at least four private clients, in violation of City Charter provisions and Board Rules that prohibit public servants from using City office for private gain and from misusing City time and resources for non-City purposes. In the settlement, the Commissioner acknowledged that he violated the Board's advice and his own written representations to the Board when he used DORIS records for private clients, by supplying them with DORIS marriage, birth, and death records or identifying information needed for such records, as well as DORIS photographs. He charged his clients $25-$75 per hour for his time performing archival research, primarily in the National Archives and the New York Public Library. Although his invoices did not show any breakdown of the time he devoted to searching DORIS records for private clients, the Commissioner stated that he did not charge a fee to his clients relating to DORIS records or time spent searching for DORIS records. He also acknowledged that when he sometimes deferred or waived DORIS fees in the exercise of official discretion, the "mixture of [his] private interest and [his] public duties could be construed as a conflict of interest," given his official access to DORIS records. The Commissioner stated further that while he received fees for his private work, he never cleared a profit from his private work, and has ceased that private work and dissolved the company. The Board took the occasion of this Disposition to remind City officials to take care to separate their private business matters from their official City work and to seek Board advice if their circumstances change or the manner in which they intended to conduct their City and private jobs begins to differ from the reality of their daily work. High-level officials

have a special obligation to set an example of honesty and integrity for the City workforce. *COIB v. Andersson,* COIB Case No. 2001-618 (2004).

The Board and the New York City Department of Education ("DOE") concluded a settlement with an Interim Acting Principal. The principal paid a $900 fine (half to the Board and half to the DOE) for arranging with her subordinate to transport the principal's children from school on City time. The subordinate used her own vehicle, and the fine was twice the amount the principal saved on the van service she would have hired for the five months she used the subordinate to transport her children. Officials may not use City employees to perform their personal errands. *COIB v. McKen,* COIB Case No. 2004-305 (2004).

The Board and the New York City Board of Education ("BOE") concluded a settlement with the Executive Director of the Office of Parent and Community Partnerships at BOE. The Executive Director, who agreed to pay an $8,000 fine, misused her City position habitually by directing subordinates to work on projects for her church and for a private children's organization, on City time using City copiers and computers. She also had BOE workers do personal errands for her. The Executive Director admitted that over a four-year period, she had four of her BOE subordinates perform non-City work at her direction, including making numerous copies, typing, preparing financial charts and spreadsheets and a contacts list, stuffing envelopes, e-mailing, working on brochures, typing a college application for one of her children, and running personal errands for her. The subordinates performed this non-City work for her on City time and using City equipment. These subordinates believed that their jobs with the City could be jeopardized if they refused to work on her non-BOE matters. One temporary worker sometimes fell behind in his BOE work when the Executive Director directed him to make her private work a priority. BOE funded overtime payments to the temporary worker when he stayed to finish his BOE work. The Executive Director acknowledged that she violated City Charter provisions and Board Rules that prohibit public servants from misusing their official positions to divert City workers from their assigned City work and misapplying City resources for their private projects. *COIB v. Blake-Reid,* COIB Case No. 2002-188 (2002).

The Board concluded a settlement with a former New York City Department for the Aging ("DFTA") field auditor who admitted violating the conflicts of interest law by misusing official City letterhead to gain a private or personal advantage. Without authorization, the auditor sent a notice to a DFTA contractor, on official, City letterhead, as if from the City, threatening the vendor with litigation if the auditor were injured on the contractor's property. The auditor paid a fine of $500. *COIB v. Silverman,* COIB Case No. 2000-456 (2002).

The Board fined former Police Commissioner Bernard Kerik $2,500 for using three New York City police officers to perform private research for him. He used information the officers found in a book about his life that was published in November 2001. Kerik acknowledged that he had violated the Charter prohibition against using office for private advantage or financial gain and the terms of the Board's waiver letter, even though one officer, a sergeant, was a close friend of his. The Board by its waiver letter had allowed Kerik to write the autobiography under contract, but only on the condition that he not use City time or his official City position to obtain a private or personal advantage for himself or the publisher, and that he use no City equipment, personnel, or other City resources in connection with the book. The three officers used limited

City time and resources in their research, and two of the officers had made five trips to Ohio for the project, each spending 14 days of their off-duty and weekend time. *COIB v. Kerik,* COIB Case No. 2001-569 (2002).

The Board fined a New York City Human Resources Administration ("HRA") First Deputy Commissioner $8,500 for leasing his own apartments to five of his HRA subordinates and to the HRA Commissioner, for using an HRA subordinate to perform private, non-City work for him, and for using his official position to arrange for the state of Wisconsin to loan an employee to HRA and then housing that visiting consultant in his own apartment and charging and receiving $500 for the stay, for which the City ultimately paid. The Deputy Commissioner also admitted using City equipment in furtherance of his private consulting business. Like Commissioner Turner, the Deputy Commissioner violated rules intended to eliminate coercion and favoritism in government and to prevent misuse of government workers and equipment for personal gain. *COIB v. Hoover,* COIB Case No. 1999-200 (2000).

The Board fined the New York City Human Resources Administration ("HRA") Commissioner $6,500 for hiring his business associate as First Deputy Commissioner of HRA, without seeking or obtaining a waiver from the Board, for using his Executive Assistant to perform tasks for Turner's private consulting company, as well as for using his City title on a fax cover sheet (on one occasion inadvertently), using City time, phone, computer, and fax machine for his private consulting work, and renting an apartment for over a year from his subordinate, the First Deputy Commissioner. These acts violated rules intended to eliminate coercion and favoritism in government and to prevent misuse of government workers and equipment for personal gain. *COIB v. Turner,* COIB Case No. 1999-200 (2000).

A sewage treatment worker at the Department of Environmental Protection ("DEP") entered into a three-way settlement with COIB and DEP in a case where he admitted using DEP equipment to service a private wastewater facility where he was moonlighting and agreed to pay an $800 fine. *COIB v. Carlin,* COIB Case No. 1999-250 (2000).

In a joint agreement with the Board of Education ("BOE"), an interim acting principal was fined $4,000 and admitted that she had asked school aides to perform personal errands for her on school time. Specifically, she asked them to go to a New York City Marshal's Office to deliver payment of a "scofflaw" fine that had been imposed on her car, and she asked several subordinate employees to deliver a loan application on her behalf. Those employees made these trips on City time. *COIB v. Denizac,* COIB Case No. 2000-533 (2001).

The Board fined a former employee of the City Commission on Human Rights $500 for using Human Rights Commission letterhead, typewriters, and office facilities for his own private clients. As a Human Rights employee, he wrote four letters on behalf of his private clients on Commission letterhead to agencies such as the U.S. Veterans Administration and a U.S. Consulate. He also listed his agency telephone number as the contact number on these letters. Finally, he admitted using his Human Rights office to meet with a private client during his City work hours to discuss the client's case and to receive payment from the client. He admitted violating City Charter §§ 2604(b)(2) and 2604(b)(3). The fine would ordinarily have been substantially higher, but reflected the fact that the Human Rights employee is retired and ill and

has very limited financial means. *COIB v. Davila,* COIB Case No. 1994-82 (1999).

The Board fined a Manager at the Department of Health $1,250 for conducting a part-time private printing business from his City office; the Manager was also forced to retire and forfeit 24 days of accrued annual leave. The financial penalty totaled $5,000, including the forfeited leave time. *COIB v. Weinstein,* COIB Case No. 1997-394 (1998).

The Board fined a Department of Buildings employee $1,000 for using a City telephone for his private home inspection business. The employee, a City building inspector, had had business cards printed that showed his City telephone number. As a result of this case, he ceased the practice of using the phones and destroyed all the offending business cards. *COIB v. Hahn,* COIB Case No. 1998-102 (1998).

The Board fined a former Press and Speech Aide in the Mayor's Office $2,500 for using official City letterhead to contest a parking ticket. *COIB v. K. McAuliffe,* COIB Case No. 1991-214 (1994).

AIDING OR INDUCING A VIOLATION OF THE CONFLICTS OF INTEREST LAW

- **Relevant Charter Sections:** City Charter § 2604(b)(2)
- **Relevant Board Rules:** Board Rules § 1-13(d)[6]

In September 2014, a New York City Department of Education ("DOE") teacher solicited a loan from his supervisor, a DOE assistant principal, which the assistant principal did not provide. The teacher had previously been advised in a public warning letter issued by the Board in December 2012 that for a public servant to accept a loan from one's City superior or subordinate would violate the City's conflicts of interest law. Thus, by soliciting this prohibited loan in September 2014, the teacher requested that his supervisor, the assistant principal would violate the conflicts of interest law, which itself is a violation of the conflicts of interest law, which prohibits a public servant from intentionally or knowingly soliciting, requesting, aiding, or causing another public servant to violate the law. The teacher paid a $1,250 fine to the Board. *COIB v. Butz,* COIB Case No. 2014-894 (2015).

The Board reached a settlement with the former Senior Director of the Corporate Support Services ("CSS") Division of the New York City Health and Hospitals Corporation ("HHC"), who paid a $9,500 fine to the Board. The former Senior Director admitted that he wrote letters to the company that leases vehicles to HHC, requesting that the company add a vehicle repair shop owned by the former Senior Director's son to its list of HHC-approved repair shops and subsequently asking the company to promptly pay his son's shop for repairs to three CSS vehicles. Second, the former Senior Director admitted that he repeatedly asked three of his subordinates to perform personal errands for him during City work hours and to use their City computers during their City work hours to produce a number of personal or non-City-business-related documents for the former Senior Director and his son. Finally, the former Senior Director admitted that he suggested to a CSS Director that she ask her subordinate, a CSS Institutional Aide, to refinish the floors in her personal residence. The CSS Director paid the CSS Institutional Aide $100 for performing this service. The former Senior Director acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a City employee from using his or her City position to obtain a personal benefit for the City employee or any person, such as a child, or firm associated with the City employee; from using City personnel for any non-City purpose, such as personal tasks or errands; and from causing another City employee to violate the conflicts of interest law, such as by entering into a financial relationship with his or her subordinate. *COIB v. Pack*, COIB Case No. 2012-473 (2013).

In a joint disposition with the Board and the New York City Administration for Children's Services, a Supervisor of Mechanical Installations was fined $1,250, payable to the Board, and five days' pay, valued at approximately $1,256, payable to ACS, for using a

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[6] City Charter § 2604(b)(2) states: "No public servant shall engage in any business, transaction or private employment, or have any financial or other private interest, direct or indirect, which is in conflict with the proper discharge of his or her official duties."

Board Rules § 1-13(d)(1) states: "It shall be a violation of City Charter § 2604(b)(2) for any public servant to intentionally or knowingly solicit, request, command, importune, aid, induce or cause another public servant to engage in conduct that violates any provision of City Charter § 2604."

subordinate ACS employee to serve divorce papers on his wife during their City work hours. As part of his official duties, the Supervisor of Mechanical Installations was responsible for supervising Maintenance Workers at the Crossroads Juvenile Center in Brooklyn ("Crossroads"). The Supervisor of Mechanical Installations admitted that on October 22, 2010, from approximately 7:20 a.m. until 9:40 a.m., he traveled with a subordinate ACS Maintenance Worker from the Crossroads facility to his wife's work location in downtown Manhattan so that the Maintenance Worker could serve the Supervisor's wife with divorce papers. The Supervisor of Mechanical Installations and the Maintenance Worker were required to be performing work for the City during the time they traveled to Manhattan. The Supervisor of Mechanical Installations admitted that: (1) by using a subordinate employee to avoid the personal expense of hiring a process server, he violated City Charter § 2604(b)(3), which prohibits any public servant from using his or her position to obtain any financial gain or personal advantage; (2) by serving divorce papers on his wife during his City work hours, he violated City Charter § 2604(b)(2), pursuant to Board Rules § 1-13(a), which prohibits any public servant from pursuing personal activities during times the public servant is required to perform services for the City; (3) by using a subordinate employee to serve divorce papers on the Supervisor's wife during the subordinate's City work hours, he violated City Charter § 2604(b)(2), pursuant to Board Rules § 1-13(b), which prohibits any public servant from using City resources, including City personnel, for any non-City purpose; and (4) by using a subordinate employee to serve divorce papers on his wife during the subordinate employee's City work hours, he caused the subordinate employee to violate Chapter 68, thereby violating City Charter § 2604(b)(2), pursuant to Board Rules § 1-13(d), which prohibits any public servant from causing another public servant to violate the conflicts of interest law. *COIB v. R. Gonzalez*, COIB Case No. 2011-055 (2012).

The Board fined a former Senior Supervising Communications Electrician at the New York City Fire Department ("FDNY") $12,500 for supervising his son-in-law from at least 2007, when his son-in-law was a Communications Electrician, until the father-in-law's retirement in 2010. The former Senior Supervising Communications Electrician admitted that, in 2009 and 2010, he approved overtime hours for his son-in-law. This overtime work provided the son-in-law with additional compensation over his regular FDNY salary. The former Senior Supervising Communications Electrician acknowledged that, both by supervising his son-in-law <u>and</u> by approving overtime for his son-in-law, he violated the City's conflicts of interest law, which prohibits a public servant from using his City position to benefit himself or a person or firm with which he is associated. The former Senior Supervising Communications Electrician admitted that his son-in-law was "associated" with him within the meaning of the City's conflicts of interest law. The Board fined the son-in-law, currently a Supervising Communications Electrician at FDNY, $1,500. The son-in-law admitted that his father-in-law had been one of his supervisors soon after the son-in-law was hired by FDNY in 2001 until the father-in-law retired from FDNY in 2010. The son-in-law further admitted that his father-in-law assigned him overtime in 2009 and through April 2010, which provided him with additional compensation over his regular FDNY salary. The son-in-law acknowledged that, by this conduct, his father-in-law had violated the City's conflicts of interest law, and that, by being under the supervision of his father-in-law, by requesting and accepting overtime assigned to him by his father-in-law, and by having his overtime sheets signed off on by his father-in-law, the son-in-law caused his father-in-law to violate the City's conflicts of interest law, and thus himself violated the City's conflicts of interest law, which prohibits a public servant from soliciting, requesting,

commanding, aiding, inducing, or causing another public servant to violate the City's conflicts of interest law. *COIB v. Zerillo*, COIB Case No. 2010-285 (2011); *COIB v. LaBella*, COIB Case No. 2010-285a (2011).

The Board and the New York City Department of Education ("DOE") concluded joint settlements with a teacher, a parent coordinator, and the principal of P.S. 203 Oakland Gardens in Queens, who ducked the DOE's student enrollment rules to enroll the teacher's daughter in P.S. 203. In separate dispositions, the P.S. 203 principal, teacher, and parent coordinator admitted to arranging for the teacher's daughter – who lived outside the P.S. 203 school zone – to register at P.S. 203 by using the parent coordinator's home address within the school's zone boundaries. The teacher admitted to falsely claiming to reside at the parent coordinator's home so that she could avoid the DOE's student enrollment procedures, which would have required her to obtain written authorization from the DOE Office of Student Enrollment and Planning Operations to enroll her daughter in P.S. 203. The P.S. 203 principal admitted to instructing her school's pupil accounting secretary to use the parent coordinator's home address to register the student. The parent coordinator admitted to consenting to the scheme. The teacher paid a $2,250 fine to the Board for her admitted violations of the provision of the City's conflicts of interest law that prohibits public servants from using their position as a public servant to obtain any privilege or other private or personal advantage, direct or indirect, for the public servant or any person associated with the public servant. The principal and parent coordinator each paid a $1,500 fine to the Board for their admitted violations of the City's conflicts of interest law provision that prohibits public servants from aiding another public servant's violation of that law. *COIB v. Angelidakis*, COIB Case No. 2010-234a (2010); *COIB v. Halpern*, COIB Case No. 2010-234b (2010); *COIB v. Nussbaum*, COIB Case No. 2010-234c (2010).

The Board fined the former Senior Deputy Director for Infrastructure Technology in the Information Technology Division at the New York City Housing Authority ("NYCHA") $20,000 for his multiple violations of the City's conflicts of interest law related to his work at his restaurant, 17 Murray. The former Senior Deputy Director acknowledged that, in October 2005, he sought an opinion from the Board as to whether, in light of his position at NYCHA, he could acquire a 50% ownership interest in the restaurant 17 Murray. The Board advised him, in writing, that he could own the restaurant, provided that, among other things, he not use any City time or resources related to the restaurant, he not use his City position to benefit the restaurant, and he not appear before any City agency on behalf of the restaurant. Despite these specific written instructions from the Board, the former Senior Deputy Director proceeded to engage in the prohibited conduct. The former Senior Deputy Director admitted that, among his violations, from at least August 2006 through June 2009, he used his NYCHA subordinate, a Data Technician, to perform work on a regular basis at the restaurant without compensation. He further admitted that he caused his subordinate to use his NYCHA computer, e-mail account, and Blackberry to perform work related to the restaurant, at times the subordinate was required to be working for the City. The former Senior Deputy Director acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from using his City position to benefit himself or a person or firm with which he is associated and prohibits a public servants from soliciting, requesting, commanding, aiding, inducing, or causing another public servant to violate the City's conflicts of interest law. The former Senior Deputy Director also

acknowledged that he had resigned from NYCHA while disciplinary proceedings were pending against him for this misconduct. *COIB v. Fischetti*, COIB Case No. 2010-035 (2010).

The Board fined a former New York City Council Member $1,250 for knowingly causing his Chief of Staff to serve as the direct supervisor of his daughter, a Councilmanic Aide in the Council Member's District Office, during the daughter's five and one-half years of employment with the City Council. By directly supervising his daughter, the Chief of Staff violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, which includes the public servant's child. The former Council Member acknowledged that, by causing his Chief of Staff to violate the City's conflicts of interest law, the Council Member himself violated the conflicts of interest law, which prohibits a public servant from intentionally or knowingly soliciting, requesting, commanding, aiding, inducing, or causing another public servant to violate the City's conflicts of interest law. *COIB v. Stewart*, COIB Case No. 2008-346b (2010).

The Board and the New York City Department of Education ("DOE") concluded a three-way settlement with a DOE Principal who paid a total fine of $7,500 for, among other things, intertwining the operations of his not-for-profit organization with those of his school, despite having received written instructions from the Board that the City's conflicts of interest law prohibits such conduct. The Principal of the Institute for Collaborative Education in Manhattan (P.S. 407M) admitted that in September 1998 the Board granted him a waiver of the Chapter 68 provision that prohibits City employees from having a position with a firm that has business dealings with the City. This waiver allowed him to continue working as the paid Executive Director of his not-for-profit organization while it received funding from multiple City agencies, but not from DOE. The Principal acknowledged that the Board notified him in its September 1998 waiver letter that under Chapter 68 he may not use his official DOE position or title to obtain any private advantage for the not-for-profit organization or its clients and he may not use DOE equipment, letterhead, personnel, or any other City resources in connection with this work. The Principal admitted that, notwithstanding the terms of the Board's waiver, his organization engaged in business dealings with DOE; he used his position as Principal to help a client of the not-for-profit get a job at P.S. 407M; and he intertwined the not-for-profit's operations with those of P.S. 407M, including using the school's phone numbers and mailing address for the organization. The Principal further admitted that he hired two of his DOE subordinates to work for him at his not-for-profit, including one to work as his personal assistant, and that he knew that neither DOE employee had obtained the necessary waiver from the Board to allow them to moonlight with a firm that does business with the City. He admitted that by doing so he caused these DOE subordinates to violate the Chapter 68 restriction on moonlighting with a firm engaged in business dealings with the City. The Principal acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from entering into a financial relationship with a superior or subordinate City employee and from knowingly inducing or causing another public servant to engage in conduct that violates any provision of Chapter 68. The Principal paid a $6,000 fine to the Board and $1,500 in restitution to DOE, for a total financial penalty of $7,500. The amount of the fine reflects that the Board previously advised the Principal, in writing, that the City's conflicts of interest law prohibits nearly all of the

aforementioned conduct, yet he heeded almost none of the Board's advice. *COIB v. Pettinato*, COIB Case No. 2008-911 (2009).

The Board fined a former New York City Department of Education Principal $1,500 for allowing one of his subordinates to hire and supervise her children and for allowing another subordinate to hire and supervise her brother. The subordinates' conduct violated the City's conflict of interest law, which prohibits a public servant from using his or her position to benefit a person associated with the public servant, including children and siblings. The former Principal acknowledged that his conduct — allowing his subordinates to benefit persons associated with them ─ violated the City's conflicts of interest law, which prohibits a public servant from aiding another public servant to violate the conflicts of interest law. *COIB v. Lucks*, COIB Case No. 2008-962a (2009).

The Board fined the former Director of the Call Center for the New York City Department of Health and Mental Hygiene ("DOHMH") $7,500 for, among other things, hiring a subordinate DOHMH employee to perform work for a not-for-profit organization for which she served as a member and Vice-Chair of the Board of Directors and for directing her subordinate to perform some of that work on City time. The former Director acknowledged that, in addition to her DOHMH position, she also served, since 1998, as an unpaid Member and Vice-Chair of the Board of Directors of the not-for-profit organization and in that capacity had often functioned as the organization's *de facto* (although unpaid) Executive Director. The former Director acknowledged that she had hired a DOHMH employee under her supervision to perform work for the organization, that she had communicated with that DOHMH employee concerning his work for the organization on City time using her DOHMH computer and e-mail account, and that, in one instance, she had directed that DOHMH employee to go to the organization's office to perform work there, while he was on City time. The former Director acknowledged that this conduct violated the conflicts of interest law's prohibitions against a public servant entering into a financial relationship with his or her superior or subordinate and against a public servant soliciting, requesting, or commanding another public servant to engage in conduct that violates the conflicts of interest law. *COIB v. Harmon*, COIB Case No. 2008-025 (2008).

The Board and the New York City Department of Environmental Protection ("DEP") concluded two three-way settlements with a DEP Supervising Mechanic and a DEP auto mechanic, fining them $750 and $460, respectively, for engaging in a prohibited superior-subordinate financial relationship. The subordinate mechanic sold a vintage Chevrolet Corvette to his superior, which the superior purchased for $14,000, and performed a brake repair on another car owned by the superior, for which repair the subordinate was paid $400 by the superior. The superior and subordinate DEP mechanics acknowledged that this conduct violated the City's conflicts of interest law, which prohibits any public servant from entering into a financial relationship with his superior or subordinate. *COIB v. Marchesi*, COIB Case No. 2005-271 (2006); *COIB v. Parlante*, COIB Case No. 2005-271a (2006).

The Board fined the Director of the Emergency Service Department at the New York City Housing Authority ("NYCHA") $1,750 for selling his car to one of his subordinates for $3,500. In a three-way settlement in which NYCHA was involved, the NYCHA employee also forfeited four days of annual leave that he accrued at NYCHA, which is equivalent to approximately $1,600. The NYCHA employee acknowledged that his conduct violated the New

York City conflicts of interest law, which prohibits public servants from entering into financial relationships with other public servants who are their subordinates or their superiors and from inducing or causing another public servant to engage in conduct that violates the conflicts of interest law. *COIB v. Vazquez,* COIB Case No. 2004-321 (2005).

The Board and the New York City Department of Education ("DOE") concluded a settlement with an Interim Acting Principal. The principal paid a $900 fine (half to the Board and half to the DOE) for arranging with her subordinate to transport the principal's children from school on City time. The subordinate used her own vehicle, and the fine was twice the amount the principal saved on the van service she would have hired for the five months she used the subordinate to transport her children. Officials may not use City employees to perform their personal errands. *COIB v. McKen,* COIB Case No. 2004-305 (2004).

In a joint agreement with the Board of Education ("BOE"), an interim acting principal was fined $4,000 and admitted that she had asked school aides to perform personal errands for her on school time. Specifically, she asked them to go to a New York City Marshal's Office to deliver payment of a "scofflaw" fine that had been imposed on her car, and she asked several subordinate employees to deliver a loan application on her behalf. Those employees made these trips on City time. *COIB v. Denizac,* COIB Case No. 2000-533 (2001).

The Board fined a New York City Human Resources Administration ("HRA") First Deputy Commissioner $8,500 for leasing his own apartments to five of his HRA subordinates and to the HRA Commissioner, for using an HRA subordinate to perform private, non-City work for him, and for using his official position to arrange for the state of Wisconsin to loan an employee to HRA and then housing that visiting consultant in his own apartment and charging and receiving $500 for the stay, for which the City ultimately paid. The Deputy Commissioner also admitted using City equipment in furtherance of his private consulting business. Like Commissioner Turner, the Deputy Commissioner violated rules intended to eliminate coercion and favoritism in government and to prevent misuse of government workers and equipment for personal gain. *COIB v. Hoover,* COIB Case No. 1999-200 (2000).

The Board fined the New York City Human Resources Administration ("HRA") Commissioner $6,500 for hiring his business associate as First Deputy Commissioner of HRA, without seeking or obtaining a waiver from the Board, for using his Executive Assistant to perform tasks for Turner's private consulting company, as well as for using his City title on a fax cover sheet (on one occasion inadvertently), using City time, phone, computer, and fax machine for his private consulting work, and renting an apartment for over a year from his subordinate, the First Deputy Commissioner. These acts violated rules intended to eliminate coercion and favoritism in government and to prevent misuse of government workers and equipment for personal gain. *COIB v. Turner,* COIB Case No. 1999-200 (2000).

MISUSE OF CITY POSITION

- **Relevant Charter Sections:** City Charter §§ 2604(b)(2), 2604(b)(3)[7]

In April 1996, in the case of the former City Comptroller, Elizabeth Holtzman, after a full trial on the merits, the Board fined Holtzman $7,500 (of a maximum $10,000) for violating City Charter § 2604(b)(3) (prohibiting use of public office for private gain) and City Charter § 2604(b)(2) (prohibiting conduct that conflicts with the proper discharge of official duties) with respect to her participation in the selection of a Fleet Bank affiliate as a co-manager of a City bond issue when she had a $450,000 loan from Fleet Bank to her United States Senate campaign, a loan she had personally guaranteed. Significantly, in a landmark ruling, the Court of Appeals, New York State's highest court, upheld the Board's reading of the high standard of care applicable to public officials and rejected the asserted lack of actual knowledge of business dealings as a defense to ethics charges: "A City official is chargeable with knowledge of those business dealings that create a conflict of interest about which the official 'should have known.'" The Court of Appeals also found that Holtzman had used her official position for personal gain by encouraging a "quiet period" that had the effect of preventing Fleet Bank from discussing repayment of her Senate campaign loan. The Court of Appeals held: "Thus, she exhibited, if not actual awareness that she was obtaining a personal advantage from the application of the quiet period to Fleet Bank, at least a studied indifference to the open and obvious signs that she had been insulated from Fleet's collection efforts." Finally, the Court held that the Federal Election Campaign Act does not preempt local ethics laws. This was the Board's first full-blown trial, and it took eleven days. There were 2,000 pages of testimony, 150 trial exhibits, and more than 15 witnesses. *COIB v. Elizabeth Holtzman*, COIB Case No. 93-121 (1996), *aff'd*, 240 A.D.2d 254, 659 N.Y.S.2d 732 (1st Dep't 1997), *aff'd*, 91 N.Y.2d 488, 673 N.Y.S.2d 23, 695 N.E.2d 1104 (1998).

The Board fined Kerry Katsorhis, former Sheriff of the City of New York, $84,000 for numerous ethics violations. This is the largest fine ever imposed by the Board. An Administrative Law Judge ("ALJ") at the New York City Office of Administrative Trials and Hearings found that it was appropriate for the former Sheriff to forfeit 80% of the $103,000 salary the City had paid him for the year he was Sheriff because his "improper activities cost the City money, in personnel time (his own and his secretaries') and in supplies." The ALJ found: "The full extent of respondent's abuse of his office, and the consequent financial cost to the City cannot be determined because of respondent's failure to cooperate with the investigation. However, the record of court appearances, phone calls, meetings, correspondence and court submissions shows a considerable amount of respondent's time was devoted to his private employment activities during what are normal City working hours." The fine was collected in full in December 2000. Katsorhis habitually used City letterhead, supplies, equipment, and

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[7] City Charter § 2604(b)(2) states: "No public servant shall engage in any business, transaction or private employment, or have any financial or other private interest, direct or indirect, which is in conflict with the proper discharge of his or her official duties."

City Charter § 2604(b)(3) states: "No public servant shall use or attempt to use his or her position as a public servant to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant."

personnel to conduct an outside law practice. He had correspondence to private clients typed by City personnel on City letterhead during City time and mailed or faxed using City postage meters and fax machines. Katsorhis also endorsed a political candidate using City letterhead and attempted to have the Sheriff's office repair his son's personal laptop computer at City expense. Katsorhis also attempted to have a City attorney represent one of Katsorhis's private clients at a court appearance. In 2000, the New York State Supreme Court Appellate Division, First Department, twice dismissed as untimely perfected a petition to review the Board's decision, and the New York Court of Appeals dismissed as untimely a motion seeking leave to appeal the Appellate Division's orders. The record in this case exceeded 6,000 pages. *COIB v. Kerry J. Katsorhis*, OATH Index No. 1531/97, COIB Case No. 1994-351 (Order Sept. 17, 1998), *appeal dismissed*, M-1723/M-1904 (1st Dep't April 13, 2000*), appeal dismissed*, 95 N.Y.2d 918, 719 N.Y.S.2d 645 (Nov. 21, 2000).

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In a joint disposition with the Board and the New York City Department of Transportation ("DOT"), an Administrative Manager agreed to serve a ten-day suspension, valued at approximately $2,000, to resolve the Administrative Manager's violations of Chapter 68 and DOT's Code of Conduct. The Administrative Manager violated City Charter § 2604(b)(2) by serving as co-chair of Community Board No. 5's ("CB5") Municipal Services Committee, during which time the committee considered matters brought before it by DOT. In addition, the Administrative Manager misused City time, in violation of City Charter § 2604(b)(2), pursuant to Board Rules § 1-13(a), by communicating with CB5 members about CB5 matters during her regular DOT workday. *COIB v. Lawrence*, COIB Case No. 2016-018 (2016).

A now-former Housing Inspector paid a $6,000 fine for, while employed by the New York City Department of Housing Preservation and Development ("HPD"): (1) violating City Charter § 2604(b)(6) by appearing before the New York City Department of Buildings on behalf of his private architectural business on forty-seven occasions between 2013 and 2015; and (2) making improper appearances on behalf of a private client in violation of City Charter § 2604(b)(6) and misusing his City position for personal financial gain in violation of City Charter § 2604(b)(3) by contacting an HPD colleague to request the removal of HPD violations and a vacate order from the property of one of the Housing Inspector's private clients, inquiring about the status of that request, and requesting a further expedited inspection to remove the vacate order. *COIB v. MD Ali*, COIB Case No. 2015-797 (2016).

In a joint disposition with the New York City School Construction Authority ("SCA"), an SCA Technical Inspector agreed to pay a $1,500 fine to the Board and to accept a six-month extension of his probationary period for asking an employee of an SCA contractor for sidewalk scaffolding material for a personal project he was working on at his home and for taking the material home. The Technical Inspector returned the material to the contractor after learning of SCA's investigation of his conduct. In determining the penalty, the Board took into account both that the Technical Inspector routinely cited and documented items to be rectified by the contractor when inspecting its work and the grave appearance of impropriety created by the Technical Inspector's conduct. The City's conflicts of interest law prohibits public servants from

accepting gifts from firms doing business with the City and from using their City position for personal advantage. *COIB v. Flynn*, COIB Case No. 2016-473 (2016).

The Board fined a New York City Department of Education ("DOE") Teacher $150 for using one of her students to help her cook and clean up after preparing a dinner in her school's kitchen for her church, for which she paid the student $10, and for using a number of students to help her package a cake that she sold to a colleague for $100. The Teacher acknowledged that, by using her students to assist her with her personal and business activities she violated City Charter § 2604(b)(3), which prohibits a public servant from using or attempting to use his or her position to obtain any financial gain or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant. The Teacher further acknowledged that by using the school's classroom and kitchen to package a cake for sale and prepare a meal for a private event, she used City resources for personal, non-City purposes in violation of City Charter § 2604(b)(2), pursuant to Board Rules § 1-13(b). *COIB v. Watson*, COIB Case No. 2016-335 (2016).

The Board issued an Order, after a full hearing, imposing a $42,000 fine on a former Property Maintenance Supervisor for the New York City Housing Authority ("NYCHA"), assigned to Sotomayor Houses, for using her City position to financially benefit Turkish Construction Corporation ("Turkish"), a private construction company owned and operated by her husband. Specifically, the Property Maintenance Supervisor: (1) made Turkish eligible to receive NYCHA small procurement contracts by adding Turkish to the list of approved NYCHA suppliers, ultimately resulting in the award to Turkish of 39 small procurement contracts totaling $96,000 (each valued at less than $5,000 and, therefore, requiring no competitive bidding.); (2) personally awarded eleven procurement contracts to Turkish for work at Sotomayor Houses; and (3) recommended Turkish's services for work at another NYCHA housing development. In determining the penalty, the Board considered its precedent in cases of self-dealing, the egregious nature of the Property Maintenance Supervisor's conduct, and that the Property Maintenance Supervisor did not accept responsibility for her actions. *COIB v. Hawkins*, OATH Index No. 1043/16, COIB Case No. 2015-208 (Order Sept. 22, 2016).

The Board fined a New York City Police Department ("NYPD") Chief, former Chief, and Assistant Chief $1,500 each in connection with their receipt of gifts in the form of meals from Queens Library President and CEO Thomas Galante, acting on behalf of Queens Library, with whom they interacted as part of their NYPD duties. The Chief and former Chief received four meals, each valued at more than $100. The Assistant Chief received three meals for herself and one for her husband, each valued at more than $100. The NYPD officers' acceptance of meals provided to them solely due to their City positions violated the provision of the City's conflicts of interest law that prohibits public servants from using their City positions to obtain any financial gain or personal advantage for the public servant or anyone "associated" with them, which includes a spouse. In determining the amount of the fine, the Board took into account the unique nature of the giver of the improper gifts. *COIB v. Tuller*, COIB Case No. 2015-428 (2016); *COIB v. Secreto*, COIB Case No. 2015-428a (2016); *COIB v. Pizzuti*, COIB Case No. 2015-428b (2016).

The Kings County District Attorney paid a $15,000 fine in connection with his receipt of improper meal payments from the Kings County District Attorney's Office ("KCDA") and for having subordinates use their personal money to pay his meal expenses pending their reimbursement by KCDA. The Kings County District Attorney admitted to having KCDA pay for his weekday meals from January 2014 through May 2014, totaling $2,043, which he repaid in July 2014; having KCDA pay for his dinner and weekend meals from January 2014 through February 2015, totaling $1,489, which he repaid in August 2015; and having the members of his security detail advance their own money for these expenses, as well as other of his personal meal expenses totaling $1,992, for which the District Attorney periodically reimbursed KCDA per an arrangement with KCDA's Fiscal Office. KCDA reimbursed the members of the security detail for their cash advances, sometimes after a delay. The Kings County District Attorney acknowledged that his conduct violated the provisions of the City's conflicts of interest law that prohibit the City's elected officials and other public servants from using, or attempting to use, their City positions to obtain any financial gain, privilege, or other private or personal advantage for the public servant, and from using City resources for any personal, non-City purpose. The Kings County District Attorney also acknowledged that, by permitting an office policy pursuant to which subordinate staff regularly advanced their own money to cover his personal expenses, he entered into a prohibited financial relationship with his subordinate employees. In determining the level of fine, the Board took into account that the Kings County District Attorney reimbursed all funds to KCDA prior to the Board's commencement of an enforcement action, as well as the high level of accountability required of the chief prosecutor of Brooklyn. *COIB v. K. Thompson*, COIB Case No. 2015-110 (2016).

A New York City Department of Homeless Services ("DHS") Assistant Superintendent of Welfare Shelters was suspended for using his position as a supervisor of the Flatlands Family Shelter to attempt to obtain repayment on personal loans he had made to a contract security guard working at his shelter. As a supervisor, the Assistant Superintendent's duties include supervising the activities of DHS's contracted security guards. The Assistant Superintendent submitted a complaint to the agency employing the security guard, requesting it take disciplinary action to make the security guard repay the approximately $3,500 she had borrowed from him. DHS determined a thirty-day suspension without pay is the appropriate disciplinary penalty for this matter. The Board accepted the penalty, valued at approximately $7,475, as sufficient penalty for the Chapter 68 violation and imposed no additional penalty. *COIB v. Waldron*, COIB Case No. 2016-323 (2016).

In a joint settlement with the New York City Department of Education ("DOE"), a former DOE principal paid a $1,800 fine to the Board for: (1) leaving work for several hours during a school day to travel to a car dealership in Jersey City, New Jersey, where he picked up a car he had previously purchased; and (2) having a teacher assigned to his school accompany him to the dealership. Both the principal and the teacher were being paid to perform work for DOE during their absence, and the principal directed a second teacher to "cover" the missing teacher's remaining class. The City's conflicts of interest law prohibits public servants from using City time and City resources for non-City purposes and from using their positions for personal advantage, which includes having subordinates perform personal favors. *COIB v. Sanchez*, COIB Case No. 2014-427 (2016).

In a joint disposition with the Board and the New York City Department of Education, an Assistant Principal was fined $7,000 – $6,000 to DOE and $1,000 to the Board – for hiring her brother's company to cater events at her school and personally authorizing payment to his company of a total of $7,443.75 in DOE funds. In particular, she reimbursed herself a total of $1,289 from DOE funds for purchases she had made from his company to cater events at her school and she signed off on an additional $6,154.75 in direct DOE payments to his company to cater such events. *COIB v. CoPenny*, COIB Case No. 2015-502 (2016).

In a joint disposition with the Board and the New York City Housing Authority ("NYCHA"), a NYCHA employee was suspended for using her position as an Interviewer in Human Resources to put her daughter into the NYCHA hiring stream for two separate positions without authorization to do so and bypassing standard NYCHA procedures. The Interviewer's daughter was not hired. This was a three-way settlement with NYCHA and the Interviewer in which the Board accepted NYCHA's disciplinary penalty of a three-week suspension, valued at $2,532, as sufficient to address the Interviewer's Chapter 68 violation. *COIB v. Jackson*, COIB Case No. 2016-303 (2016).

In a joint disposition with the New York City Police Department ("NYPD"), a Detective paid a $200 fine and forfeited one day of annual leave, valued at approximately $360, for giving a letter to his landlord for use as evidence at an Environmental Control Board hearing. Although the NYPD had no involvement with the matter, the Detective wrote the letter on NYPD letterhead; attested that the landlord was not responsible for the violation; and signed off with his NYPD title and squad number. The City's conflicts of interest law prohibits City employees from using City letterhead for any non-City purpose, and from using or attempting to use their City position to obtain any private or personal advantage for a person with whom the public servant is associated, in this case the Detective's landlord. In determining the amount of the fine, the Board took into consideration that there is no evidence the Detective benefited personally from providing the letter to his landlord. *COIB v. Davis*, COIB Case No. 2016-045 (2016).

In a joint disposition with the New York City Department of Education ("DOE"), a DOE teacher paid a $1,800 fine to the Board for accepting the gift of a laptop from the parents of students assigned to her class. The parents bought her the gift after she informed them that she would be unable to communicate with them after school hours because her personal laptop was no longer working. She represented that she used the laptop the parents bought for both school and personal purposes. The City's conflicts of interest law prohibits a public servant from using his or her City position for personal advantage, which includes accepting gifts from individuals over whom the public servant has influence as a result of his or her City position. *COIB v. Kaplan*, COIB Case No. 2014-553 (2016).

A Senior Information Technology Manager at the New York City School Construction Authority ("SCA") agreed to pay a $200 fine for, on one occasion, asking an SCA vendor with which she interacted in her City job to buy advertising in a brochure for a symposium she was helping to plan as a volunteer at a not-for-profit organization. The vendor did not buy the advertisement. The City's conflicts of interest law prohibits public servants from using or attempting to use their City position for their personal benefit, including by soliciting charitable

donations from a vendor that has or could reasonably be expected to have matters before her at her City job. *COIB v. Kraft*, COIB Case No. 2015-800 (2016).

The Board issued a public warning letter to the Deputy Chief Clerk of the Brooklyn Office of the New York City Board of Elections ("BOE") for, in 2014, obtaining rides to and from work from a subordinate BOE employee. The BOE employee who drove the Deputy Chief Clerk had offered to do so and lived in close proximity to her home. Chapter 68 prohibits City employees from carpooling with a subordinate, regardless of whether the subordinate is reimbursed or compensated for the driving. Public servants who wish to carpool to work with their superior or subordinate must first obtain approval from their agency and a waiver from the Board. This requirement helps to ensure that the commitment by a subordinate to carpool with a superior is truly a voluntary one and not, in fact, an abuse of position by the supervisor. *COIB v. Canizio-Aquil*, COIB Case No. 2015-219 (2016).

The Administrative Chief of the Bronx District Attorney's Office paid a $5,000 fine for: (1) asking one of her subordinates to consult on her brother's wedding and paying him $1,250 for doing so; (2) paying another subordinate $500 for catering her father's birthday party; and (3) selling $4,451 worth of soaps and other products for her private business to five of her subordinates. The City's conflicts of interest law prohibits public servants from using their City position for their personal benefit or the benefit of anyone with whom they are associated, a category that includes siblings. The conflicts of interest law also prohibits public servants from entering into financial relationships with their superiors or subordinates. *COIB v. Payne Wansley*, COIB Case No. 2014-665 (2016).

The Chief Clerk of the Staten Island Office of the New York City Board of Elections ("BOE") was fined $3,500 for misusing her City position to obtain free car rides from two of her BOE subordinates. Over the course of approximately eight years, the Chief Clerk had a subordinate BOE employee regularly drive her to and from work without paying or reimbursing the subordinate for the costs associated with providing this service. The Chief Clerk also had another BOE subordinate drive her to doctor's appointments during the workday, using his annual leave to do so. The Chief Clerk described both the subordinates as personal friends and neighbors. *COIB v. del Giorno*, COIB Case No. 2015-269 (2016).

An Assistant Commissioner of the New York City Department of Correction ("DOC") was fined $1,500 for misusing his City position and City resources by having an on-duty Correction Officer transport the Assistant Commissioner and his family in an agency vehicle from DOC headquarters to JFK airport for a family vacation, as well as assist with unloading the family's luggage. This was a three-way settlement with DOC. *COIB v. Kuczinski*, COIB Case No. 2015-497 (2016).

The Board and New York City Department of Education ("DOE") concluded a three-way settlement with a Teacher who agreed to pay a $1,000 fine to the Board for giving a business card relating to her private music business, to the parent of one of her DOE students. The business card had her personal website and email address as well as the address of her DOE school and her DOE email address. The Teacher acknowledged that her conduct created the appearance that she was soliciting for her private business in violation of the City's conflicts of

interest law, which prohibits a public servant from using or attempting to use her position as a public servant to obtain a financial benefit for herself. In addition, the Teacher acknowledged that she violated the conflicts of interest law's prohibition on using City resources for non-City purposes by using her DOE email address, a City resource, on business cards she used for her private music business. *COIB v. Theilacker*, COIB Case No. 2015-013 (2016).

In a joint disposition with the New York City Administration for Children's Services ("ACS"), a Child Protective Specialist Supervisor II agreed to accept an eight-workday suspension, valued at $2,469, for intervening in an ACS investigation involving her adult child during an official ACS visit being conducted in the Child Protective Specialist Supervisor II's home. The Child Protective Specialist Supervisor II acknowledged that, in so doing, she used her City position to attempt to obtain a benefit for her adult child in violation of City Charter § 2604(b)(3). *COIB v. Constanza*, COIB Case No. 2015-145 (2016).

An Assistant Resident Buildings Superintendent for the New York City Housing Authority ("NYCHA") assigned to Baruch Houses was fined $1,000, and placed on one-year probation, for soliciting and receiving two loans: (1) a $600 loan in November 2014 from a Baruch Houses resident, which he repaid in installments ending in February 2015; and (2) a $100 loan from a NYCHA subordinate in December 2014, which he repaid within one week. The City's conflicts of interest law prohibits public servants from using their City positions for personal advantage, which includes soliciting or accepting loans from subordinates and other individuals over whom the public servant has power or authority. This matter was a joint settlement with NYCHA, resolving conflicts of interest violations and related disciplinary charges. *COIB v. Blaney*, COIB Case No. 2015-291 (2016).

A former Deputy Commissioner for Family Services for the New York City Department of Homeless Services ("DHS") was fined $3,500 for, over a period of several years, having five of her subordinates perform numerous personal favors for her that were unrelated to the subordinates' DHS job duties. Subordinates performed favors such as parking the Deputy Commissioner's City vehicle, frequently picking up her lunch, running to the post office for her, and preparing tea for her. *COIB v. Davis Moten*, COIB Case No. 2014-269 (2015).

The Board, New York City Housing Authority ("NYCHA") and a NYCHA Maintenance Worker reached a three-way settlement whereby she agreed to a fifteen workday suspension, valued at $3,143, and one-year probation to resolve both her Chapter 68 violation and related disciplinary charges. While assigned as Assistant Resident Buildings Superintendent at Park Rock Consolidated, the NYCHA worker: (1) requested and received $10 from a subordinate employee as payment for assisting him with a vehicle problem he had in the field; and (2) demanded and received soda for herself and another supervisor when she discovered a subordinate employee away from his assigned work location. It is a misuse of a public servant's position to require subordinates to pay her to perform and refrain from performing official action. *COIB v. Scott*, COIB Case No. 2015-625 (2015).

A New York City firefighter paid a $4,000 fine for accepting 52 free tickets to Super Bowl XLVIII from the National Football League (NFL) and for helping his child get an internship with the NFL. The NFL held Super Bowl XLVIII at MetLife Stadium in New Jersey on February 2, 2014. In the week leading up to the game, the NFL hosted a public event for fans

in New York City called "Super Bowl Boulevard." The event required street closures along Broadway between 34th and 47th Streets and for FDNY to set up a command tent to provide public safety. The firefighter was the NFL's contact person at his firehouse and received the tickets the night before the game because the NFL needed to distribute tickets last-minute. The Firefighter attended the game and distributed the other tickets. By accepting free tickets to the Super Bowl XLVIII from the NFL, the firefighter accepted a valuable gift from an organization that is engaged in business dealings with the City in violation of the Valuable Gift Rule. Separately, the Firefighter misused his position to help his child get a summer internship with the NFL by speaking to one of his NFL contacts about his child interning there. *COIB v. Curatolo*, COIB Case No. 2015-061d (2015).

Six officers in the New York City Fire Department were fined for accepting an unsolicited gift of free Super Bowl tickets from a subordinate firefighter. The six officers were fined $500 for each ticket they received, with fines ranging from $500 for one ticket to $3,000 for six tickets. It is a misuse of a public servant's position to accept an unsolicited gift from a subordinate, except in certain limited circumstances that did not apply here. *COIB v. Brosi*, COIB Case No. 2015-061a (2015); *COIB v. Cartafalsa*, COIB Case No. 2015-061b (2015); *COIB v. Chilson*, COIB Case No. 2015-061c (2015); *COIB v. Duffy*, COIB Case No. 2015-061e (2015); *COIB v. McLaughlin*, COIB Case No. 2015-061h (2015); *COIB v. Meyers*, COIB Case No. 2015-061i (2015). *See also COIB v. Curatolo*, COIB Case No. 2015-061d (2015).

A Nursing Supervisor at the New York City Department of Health and Mental Hygiene ("DOHMH") agreed to pay a $2,000 fine for: (1) misusing her position for personal gain by accepting $75 worth of items purchased for her by one of her subordinates; and (2) having a financial relationship with a subordinate by renting an apartment from a subordinate for over a year. This matter was a joint settlement with DOHMH. *COIB v. Hardy-Howard*, COIB Case No. 2014-453 (2015).

An Assistant Superintendent of Welfare Shelters for the York City Department of Homeless Services ("DHS") who lived with a subordinate employee accepted a seven-day suspension, valued at approximately $1,715, for having a financial relationship with a subordinate and for misusing her City position by supervising an associated person. This was a joint settlement with DHS. *COIB v. Etienne*, COIB Case No. 2015-587 (2015).

Four Clerks and one Administrative Associate working in the Brooklyn Borough Office of the New York City Board of Elections ("BOE") were fined for using unauthorized BOE parking permits to park their personal vehicles on a public street behind the BOE office while at work. By using these unauthorized parking permits in a manner that purported to be related to their BOE position, the BOE employees used their City positions for personal gain. Four of the BOE employees paid $500 fines for their violations, and one employee, whose violation spanned a shorter time period, paid a $250 fine. *COIB v. Annarummo, et al.*, COIB Case Nos. 2015-190/a-b, d-e (2015).

After a full trial, the Board fined the former Executive Director of Gouverneur Healthcare Services ("Gouverneur"), a New York City Health and Hospital Corporation ("HHC") facility, $3,000 for indirectly supervising his brother's employment at Gouverneur for nine years and

authorizing a 10% increase in his annual compensation in August 2008. The Board also fined the Executive Director $3,000 for soliciting employment from two NYU Medical School executives while he was responsible for managing the contract between his HHC facility and NYU Medical School and for using his HHC email account to do so. *COIB v. Hagler*, COIB Case No. 2013-866 (December 2, 2015), *adopting* OATH Index. No. 581/15 (June 17, 2015).

An Employee Assistance Program Specialist at the New York City Office of Labor Relations ("OLR") paid a $150 fine for submitting a letter printed on OLR letterhead to her private residence's management company in relation to a personal dispute regarding a rental surcharge. In the letter, she invoked her City position by stating that she worked for the "Mayor's Office" and by signing the letter with her City title and agency name. *COIB v. Amnawah*, COIB Case No. 2015-434 (2015).

A Supervisor of Billing and Inspection Support for the New York City Department of Environmental Protection ("DEP") agreed to serve a one-day suspension and forfeit one day of annual leave, valued at approximately $418, for soliciting and receiving a $136 loan from a subordinate. The loan was repaid within one day. *COIB v. An. Reid*, COIB Case No. 2015-312 (2015).

An Eligibility Specialist II for the New York City Human Resources Administration ("HRA") agreed to serve a ten-day suspension, valued at $1,177.75, for, without authorization or a City purpose: (1) using the Welfare Management System to access the confidential public assistance case records of an associated relative on 35 dates to determine the status of that relative's benefits case; and (2) misusing her position to fill out a referral form giving the false impression that the relative had called HRA's Infoline to complain that their benefits case was inactive. The matter was a joint settlement with HRA. *COIB v. Colon Rivera*, COIB Case No. 2015-405 (2015).

The Queens Republican Commissioner of the New York City Board of Elections ("BOE") paid a $10,000 fine for using his position to twice promote his daughter's domestic partner to higher positions in the BOE Queens borough office, thereby indirectly benefitting the Commissioner's daughter financially with each promotion. *COIB v. Michel*, COIB Case No. 2014-317 (2015).

A Housing Inspector for the New York City Department of Housing Preservation and Development ("HPD") agreed to pay a $1,750 fine ($1,250 to HPD; $500 to the Board) for soliciting sales for his private coffee and tea business from a Section 8 tenant whose apartment he was inspecting. While inspecting the Section 8 tenant's apartment, the Housing Inspector gave a card for his private business as a "Distributor of Organic and Gourmet Coffee and Teas" to the Section 8 tenant, who declined to purchase any items from the Housing Inspector. The City's conflicts of interest law prohibits public servants from using or attempting to use their positions with the City for personal benefit, which includes soliciting private business from members of the public with whom the public servant is interacting as part of his or her City job. This was a joint resolution of related HPD disciplinary charges. *Drew v. COIB*, COIB Case No. 2014-904 (2015).

An employee of the New York City Department of Design and Construction ("DDC") paid a $1,000 fine for (1) entering into a financial relationship with a superior DDC employee by borrowing a total of $800 from her DDC supervisor over the course of four months; (2) using her position as an Analyst in the DDC Agency Chief Contracting Office to obtain and to attempt to obtain free tickets from the Metropolitan Museum of Art and the New York City Center, both of which are DDC contractors that she dealt with in her DDC capacity; and iii) accepting a gift valued at more than $50 from a firm engaged in business dealing with the City by accepting three free tickets to the Museum. This matter was a joint resolution with DDC. *COIB v. Bourne*, COIB Case No. 2015-099 (June 25, 2015).

The Deputy Bronx Borough President was fined $3,500 for referencing her title in a robocall message she made for use by the 2013 campaign to re-elect the incumbent Bronx Borough President. In the message, which was transmitted to 36,609 telephone numbers in the Bronx, the Deputy Borough President identified herself by her City title and urged people to vote for the incumbent Bronx Borough President. The City's conflicts of interest law prohibits a public servant from using or attempting to use his or her position as a public servant for personal benefit, which would include referencing one's City position to benefit a political campaign from which the public servant stands to gain financially. The conflicts of interest law also prohibits a public servant from using City resources, such as the public servant's City title, for any non-City purpose, such as supporting a candidate in a political campaign. *COIB v. A. Greene,* COIB Case No. 2013-594 (2015).

A Community Coordinator for the New York City Human Resources Administration ("HRA") agreed to resign her position and not challenge a prior thirty-day unpaid suspension, valued at approximately $4,692, imposed for numerous conflicts of interest law violations in addition to other conduct that violated HRA's Rules and Procedures. The Community Coordinator: (1) had a position with a private childcare business that accepted payments from HRA on behalf of clients whose children attended the daycare; (2) used her HRA computer and email account to send and receive emails relating to the childcare business and her private rental properties; (3) asked her subordinate to fill out an affidavit unrelated to the subordinate's HRA job duties as a personal favor to the Community Coordinator; (4) without authorization or a City purpose, used the Welfare Management System ("WMS") to access the confidential public assistance case records of her two brothers, her sister, her son, and her grandson to determine the status of their Medicaid benefits cases; (5) used WMS to improperly recertify her grandson's Medicaid benefits, even though the required recertification documentation had not been submitted; and (6) had an HRA coworker use WMS to improperly recertify her daughter's and her brother's Medicaid benefits, even though they had not submitted the proper recertification documentation. The matter was a joint settlement with HRA. *COIB v. Judd,* COIB Case No. 2015-102 (2015).

The Board fined a former NYPD Captain $7,500 for violating the Valuable Gift rule while working in the NYPD Office of Information Technology, Communications Division. The Commanding Officer accepted $784.97 worth of meals and entertainment from Black Box Network Systems, which had a multi-million-dollar contract to update the NYPD telecommunications system. The Commanding Officer also misused his position by soliciting a charitable contribution to his designated charity from Black Box, which donated $500 to the

cause. The City's conflicts of interest law prohibits accepting a gift valued at $50 or more from any person or firm engaged in business dealings with the City. *COIB v. Duval*, COIB Case No. 2014-908b (2015).

The Board issued a ruling imposing a $6,000 fine on a New York City Housing Authority ("NYCHA") employee who worked as a supervisor of caretakers for violating the conflicts of interest law by intermittently supervising his wife's work as a NYCHA caretaker for fourteen years. The Board found that the NYCHA employee, by supervising the work performed for the City by a member of his household, violated the conflicts of interest law provision that bars public servants from using their City positions to benefit an associate. The Board held that "where a public servant supervises an associated person, no explicit showing of a benefit to that associated party need be made, because superiors will inevitably take actions to benefit their subordinates, if only in refraining from taking negative personnel actions." The Board also found that the NYCHA employee, by residing with a subordinate NYCHA employee, violated the provision that bars public servants from having a financial relationship with a superior or a subordinate employee. *COIB v. Edwin Martinez*, COIB Case No. 2013-673 (Apr. 10, 2015); OATH Index No. 656/15.

An Architect II for the New York City Human Resources Administration (HRA) agreed to resign her City position for, among other conduct that does not implicate the City's conflicts of interest law, directing her subordinate to accompany her offsite during work hours to cut out a template of a kitchen counter for the Architect II's private residence. The Architect also used her HRA email account to send and receive twelve emails concerning her private tenant's rent payments and used her HRA computer to create, edit, and/or save two documents concerning her rental property. The City's conflicts of interest law prohibits public servants from using their City positions to obtain a personal benefit, which includes having a subordinate perform personal tasks for them, and from using City time and resources for non-City purposes. *COIB v. Chase*, COIB Case No. 2014-615 (2015).

The Board imposed a $3,000 fine on a now former employee of the New York City Human Resources Administration for using his position as a Caseworker in the HIV/AIDS Services Administration (HASA) to solicit at least ten HASA clients to purchase gas and electric services from Ambit Energy, for which company the Caseworker worked as a Marketing Consultant. The Board forgave the fine based on the Caseworker's showing of financial hardship, including documentation of his income, assets, expenses, and liabilities. The conflicts of interest law prohibits public servants from using their City positions to obtain a personal benefit, which includes soliciting business for an outside employer from agency clients. *COIB v. Das*, COIB Case No. 2014-134 (2015).

The former Senior Director for Human Resources at the Central Office of the New York City Health and Hospitals Corporation ("HHC") agreed to pay a $12,000 fine to the Board for using her HHC position in multiple ways to benefit her daughter. First, the Senior Director created a volunteer internship position in Human Resources at the HHC Central Office for her daughter, running from June 2003 to August 2006, and directed her subordinates to supervise the work of her daughter during the internship. Second, the Senior Director contacted human resources staffers at HHC hospitals to see if they knew of any positions for her daughter. Third,

she supervised, promoted, and authorized raises for her daughter's domestic partner, thus providing a benefit to her daughter, between late 2010 and August 2013. The City's conflicts of interest law prohibits City employees from using their City positions to obtain a personal benefit for themselves or for their close family members, such as a parent, child, sibling, spouse, or domestic partner. *COIB v. Velez*, COIB Case No. 2014-663 (2015).

A teacher for the New York City Department of Education agreed to pay a $500 fine to the Board for requesting and receiving a $1,200 loan from the mother of a student assigned to the teacher's class. The teacher and the mother were friends, and the loan was repaid after the teacher was interviewed by investigators regarding the matter. The City's conflicts of interest law prohibits public servants from using their City positions to obtain a personal benefit, which would include soliciting loans from the parents of students whom the public servant supervises. *COIB v. Peterson Murray*, COIB Case No. 2014-565 (2015).

A Supervising Special Officer at the New York City Human Resources Administration ("HRA") agreed to serve an unpaid suspension of forty-five calendar days, valued at approximately $5,434, for soliciting and receiving loans from three of his subordinates and one of his HRA clients. The City's conflicts of interest law prohibits public servants from using their City positions to obtain a personal benefit, which would include soliciting loans from their subordinates and clients, and from entering into a financial relationship (such as a loan) with their superior or subordinate. This matter was a joint settlement with HRA. *COIB v. Cruz*, COIB Case No. 2014-903 (2015).

The Board issued a public warning letter to a Substance Abuse Prevention & Intervention Specialist at the New York City Department of Education for using City time and resources to promote and sell trips to tour college campuses, run by his private company, to students at his school and their parents. The City's conflicts of interest law prohibits City employees from pursuing "personal and private activities during times when the public servant is required to perform services for the City" and from using "City letterhead, personnel, equipment, resources, or supplies for any non-City purpose." The conflicts of interest law also prohibits City employees who work in schools from using their positions to find private, paying clients among parents of students attending the school where they work. *COIB v. Abney*, COIB Case No. 2014-315 (2015).

A Plasterer for the New York City Housing Authority ("NYCHA") agreed to be suspended for 25 work days without pay, valued at approximately $8,128, for agreeing to accept money from a NYCHA tenant to repair the bathroom ceiling in her apartment. The Plasterer cancelled the appointment shortly before its scheduled time because he did not want to give up his NYCHA overtime. This matter was a joint settlement with NYCHA. *COIB v. Fonseca*, COIB Case No. 2014-519 (2015).

While working for the New York City Health and Hospital Corporation ("HHC"), a Senior Stationary Engineer at the HHC Jacobi Medical Center used four subordinate HHC employees to assist him in performing work on his private home and compensated two of these subordinate HHC employees – compensating an HHC Stationary Engineer with a Weber grill and compensating a now former HHC Maintenance Worker with $1,750 -- for that private work.

For this conduct, HHC unilaterally demoted the Senior Stationary Engineer from his managerial title and returned him to his underlying civil service title with a resultant loss of approximately $66,594 in annual salary, which penalty the Board acknowledged and accepted as a sufficient resolution of his Chapter 68 violations. The City's conflicts of interest law prohibits using City resources for any non-City purpose and also prohibits business or financial relationships between superior and subordinate City employees. *COIB v. Wanek*, COIB Case No. 2010-621 (2015). The subordinate HHC Stationary Engineer paid a $500 fine to the Board for accepting a Weber grill from his superior in compensation for assisting his superior in the work on the superior's private home. *COIB v. Martin*, COIB Case No. 2010-621a (2015). The Board previously issued a public warning letter to the former subordinate HHC Maintenance Worker for accepting $1,750 from his superior for assisting his superior in the work on his superior's private home. *COIB v. Gore*, COIB Case No. 2010-621b (2014).

A Supervising Highway Repairer for the New York City Department of Transportation ("DOT") agreed to pay a $2,000 fine to the Board for referencing his DOT position to a fellow DOT employee in an unsuccessful attempt to convince that employee not to issue two New York City Environmental Control Board Notice of Violation summonses to a private construction company for which the Supervising Highway Repairer worked on a part-time basis. The City's conflicts of interest law prohibits public servants from using or attempting to use their City positions to obtain a benefit for themselves or for any person or firm with which they are associated, such as a private employer. This matter was a joint settlement with DOT. *COIB v. Restagno*, COIB Case No. 2014-517 (2015).

A Captain in the New York City Department of Homeless Services ("DHS") Security Division forfeited 50 days of annual leave for being involved in two separate personnel matters at DHS concerning his daughter, who is a Special Officer at DHS. It violates the City's conflicts of interest law for a City employee to have any involvement in an agency matter concerning the employee's child or any other person who is associated with the City employee. This matter was a joint settlement with DHS. *COIB v. Eddie*, COIB Case No. 2014-839 (2015).

A teacher for the New York City Department of Education ("DOE") agreed to pay a $1,500 fine to the Board for asking the mother of a student assigned to the teacher's pre-kindergarten class to loan her the mother's SNAP food stamp card so that the teacher could personally use approximately $100 in benefits connected with the SNAP card. The mother did not provide the SNAP card to the teacher. The City's conflicts of interest law prohibits public servants from using or attempting to use their City positions to obtain a personal benefit, which would include soliciting loans from the parents of students whom the public servant supervises. This matter was a joint settlement with DOE. *COIB v. Giles*, COIB Case No. 2014-312 (2015).

A former Council Member paid a $9,000 fine for two violations of the City's conflicts of interest law. Starting in 2003, the Council Member starting renting an apartment from a developer and property manager of multiple affordable housing developments sponsored by the New York City Department of Housing Preservation and Development ("HPD"); for some of the HPD-sponsored developments, Council approval was sought for designation as a Urban Development Action Area Project ("UDAAP"), which designation, among other things, would exempt the property from real estate taxes on the assessed value of the buildings for up to twenty

years. The former Council Member, without disclosing his financial relationship with the developer, voted in favor of the UDAAP resolutions for three of the developer's projects in 2003 and 2006. Second, in 2008, the Council Member asked the developer about moving into a larger apartment and then selected an apartment designed for a tenant earning an income level less than what his family earned. The City's conflicts of interest law prohibits public servants from using their positions to obtain a personal benefit, which would include soliciting such a benefit from a firm or individual with a matter pending, or expected to be pending, before the public servant's agency. *COIB v. Dilan*, COIB Case No. 2011-201 (2015).

A Principal for the New York City Department of Education agreed to pay a $4,500 fine for: (1) living with and purchasing a home with a subordinate teacher at his school; and (2) continuing to supervise that teacher's employment for eleven months after they began living together. The City's conflicts of interest law prohibits superiors and subordinates from entering into a financial relationship with each other, which includes living together. The law also prohibits a public servant from using his or her position to benefit someone with whom the public servant is associated, and associates include anyone with whom the public servant has a business or financial relationship. The subordinate teacher paid a $2,000 fine to the Board for living with and purchasing a home with her supervisor. *COIB v. Neering,* COIB Case No. 2014-201 (2015); *COIB v. Shin*, COIB Case No. 2014-201a (2014).

The Board issued warning letters to two Firefighters who accepted roundtrip airfare to New Zealand and three nights of hotel accommodations to participate in 9/11 memorial events in New Zealand in September 2014. The Firefighters did not have authorization from the Fire Commissioner to attend these events in their official capacities nor did they have authorization from the New York City Fire Department ("FDNY") to accept the free air travel and hotel accommodations. Had the trip had been sanctioned and approved by FDNY prior to their travel, the acceptance of travel expenses would have been considered a permissible gift to the City instead of impermissible gifts to the Firefighters as individuals. The Board has issued this warning letter jointly with FDNY to advise all public servants that, where free travel related to the public servant's City position is offered, the travel should be approved in advance, preferably in writing, by the public servant's agency head. *COIB v. Barber*, COIB Case No. 2014-735 (2014); *COIB v. Mills*, COIB Case No. 2014-735a (2014).

An Executive Administrative Staff Analyst for the New York City Employee Retirement System ("NYCERS") agreed to pay an $800 fine for four violations of the City's conflicts of interest law related to her conducting an Avon business in her NYCERS office: first, using City time to receive and repackage Avon deliveries; second, using City resources, including a NYCERS fax machine, to submit and receive Avon orders; third, abusing her City position by soliciting sales from a subordinate; and fourth, entering into a prohibited superior-subordinate financial relationship by selling Avon products to that subordinate. *COIB v. Harish,* COIB Case No. 2014-414 (2014).

The Board imposed a $10,000 fine on a now former Principal Administrative Associate ("PAA") I at the New York City Human Resources Administration ("HRA") for using her access to HRA's Paperless Office System and the Welfare Management System to reroute six rent supplement payments intended for clients of HRA's HIV/AIDS Services Administration totaling

$5,857 to pay her own rent and to provide herself with cash. The Board forgave that fine based on the PAA's showing of financial hardship, including documentation of her continued unemployment, income, assets, expenses, and liabilities. The City's conflicts of interest law prohibits a public servant from using City resources, such as rent supplement payments and other public assistance funds, for a non-City purpose and prohibits a public servant from using her City position for her personal gain. *COIB v. C. Parker*, COIB Case No. 2013-605 (2014).

A now former Associate Director for Ambulatory Care Services at the New York City Health and Hospital Corporation's Kings County Hospital Center ("KCHC") paid a $4,500 fine for multiple violations of the City's conflicts of interest law. First, the former Associate Director held an 8.5% ownership interest in and a compensated position with a private commercial cleaning services company that did business with KCHC. The former Associate Director had sought an order from the Board to permit him to retain the ownership interest, but did not receive such an order, after which he continued to hold the interest in the commercial cleaning services company for nearly four years. The City's conflicts of interest law prohibits a public servant from having a financial interest or a position in a firm that does business with the City. Second, the former Associate Director used two HHC subordinates to move his personal furniture during their City work hours. The City's conflicts of interest law also prohibits public servants from using City resources, including City personnel, for a non-City purpose, and prohibits a public servant from soliciting his City subordinates to do work for his own private gain. *COIB v. G. Ellis*, COIB Case No. 2013-853 (2014).

A now former managerial Administrative Public Health Nurse agreed to resign from the New York City Department of Health and Mental Hygiene ("DOHMH") for two violations of the City's conflicts of interest law: first, having a second job with North Shore-LIJ Health System, a firm with business dealings with the City; and, second, participating in the interview for a position at DOHMH of one of her subordinates at North Shore-LIJ without disclosing that association to anyone at DOHMH. A superior and a subordinate in a private business are considered "associated" under the City's conflicts of interest law, and the law prohibits a City employee from being involved in any personnel matter concerning someone with who he/she is associated. *COIB v. Buenaventura*, COIB Case No. 2014-479 (2014).

A Senior Associate Director in the Patient Accounts Unit at Elmhurst Hospital Center paid a $1,000 fine for accepting the birthday gift of a Coach bag from her subordinate, a Hospital Care Investigator; the Director later gave her subordinate a check for the cost of the bag, including tax ($431.33) but she failed to ensure that her subordinate deposited the check, and he never did. The City's conflicts of interest law prohibits a superior from accepting a gift from his/her City subordinate, except on special occasions, like a wedding or the birth or adoption of a child. *COIB v. Amato*, COIB Case No. 2009-376 (2014).

A now former Commissioner of the New York City Board of Elections ("BOE") paid a $5,500 fine for using her BOE position to help her sister get a job at BOE by submitting her sister's resume to the other Commissioners of Election for consideration for hiring during a September 2008 Commissioner's Meeting. The Commissioners voted to approve the hire. The City's conflicts of interest law prohibits public servants from having any involvement in City personnel actions involving close relatives. *COIB v. Dent*, COIB Case No. 2014-061 (2014).

The New York City Board of Elections ("BOE") Queens Democratic Commissioner paid a $10,000 fine to the Board, the maximum fine possible, for misusing his BOE position to obtain a financial gain for himself and for his wife by hiring his wife in February 2010 to work in the BOE Queens Borough Office in order to obtain health insurance for their family. *COIB v. Araujo*, COIB Case No. 2013-426 (2014).

A Borough Manager for the New York City Board of Elections ("BOE") Queens Office paid a $1,500 fine to the Board for directly supervising her daughter's employment in the same Borough Office for a period of time between 2009 to 2014. As part of the settlement agreement, the Borough Manager acknowledged that her participation in BOE personnel and employment matters that affected her daughter's interests amounted to a misuse of her position as Borough Manager. *COIB v. Conacchio*, COIB Case No. 2014-060 (2014).

A Borough Manager for the New York City Board of Elections ("BOE") Bronx Office paid a $1,500 fine to the Board for misusing his BOE position in connection with the supervision and promotion of his brother within the same Borough office. The Bronx Borough Manager admitted that, from March 2010 to February 2014, he supervised his brother's employment in the same Borough Office and that he had discussions with the Bronx Commissioners regarding promoting his brother to a supervisor position. *COIB v. Ribustello*, COIB Case No. 2014-059 (2014).

A Deputy Director for Operations in the Brooklyn Field Office of the New York City Administration for Children's Services ("ACS") paid a $2,500 fine to the Board for using her ACS position to intervene in an ACS investigation involving her sister's family. *COIB v. Rogers*, COIB Case No. 2013-817 (2014).

The Board and the New York City Housing Authority ("NYCHA") concluded a joint settlement with a NYCHA Housing Assistant who agreed to serve a twenty-day suspension without pay, valued at approximately $4,194, for entering into a financial relationship with a resident of a NYCHA property on whose tenancy matters she worked. Specifically, the Housing Assistant co-signed a retail installment contract to purchase a vehicle with a NYCHA resident, making that resident "associated" with the Housing Assistant within the meaning of Chapter 68. The Housing Assistant served as the "annual reviewer" for the resident, reviewing his financial paperwork as part of the process of determining how much rent each resident must pay to NYCHA; by taking this official action involving someone with whom she was associated, the Housing Assistant violated City Charter § 2604(b)(3). When the resident could no longer make payments on the vehicle, the Housing Assistant took possession of the vehicle, on which the resident had made a $3,000 down payment. *COIB v. A. King*, COIB Case No. 2013-525 (2014).

The Board fined a now-former Advisor for Hispanic Affairs to the Queens Borough President's Office ("QBPO") $2,000 for using his position to get a free trip to Colombia. In a public disposition of the Board's charges, the QBPO employee admitted that, while working for the former Queens Borough President, he was tasked with selecting a dance group to represent Queens in the "30th International Week of Bolivarian Culture" in Colombia, and that he selected himself to be a member of the delegation that would travel, for free, to Colombia. He then

travelled with the dance group on the seven-day trip at the expense of the Colombian government and without the knowledge or authorization of the Queens Borough President. *COIB v. P. Romano*, COIB Case No. 2011-659 (2014).

The Board and the New York City Health and Hospitals Corporation ("HHC") concluded joint settlements with a Supervising Electrician and his subordinate, an Electrician's Helper, who co-owned an electrical business for approximately three years, in violation of the City's conflicts of interest law, which prohibits a superior and subordinate from entering into a business or financial relationship. The Supervising Electrician further violated the conflicts of interest law by supervising the Electrician's Helper, his business partner – someone with whom he was "associated" within the meaning of the conflicts of interest law. Finally, both the Supervising Electrician and the Electrician's Helper admitted that they had stored documents related to their electrical business on their HHC computers, in violation of the City's conflicts of interest law, which prohibits the use of City resources for any non-City purpose. In public dispositions, the Supervising Electrician and Electrician Helper's admitted each of these violations and agreed to pay fines of $6,000 and $4,000, respectively, to the Board. *COIB v. LaRosa*, COIB Case No. 2012-518 (2014); *COIB v. S. Maldonado*, COIB Case No. 2012-518a (2014).

The Board fined an Office of School Food Supervisor for the New York City Department of Education $500 for supervising the employment of her daughter, with whom she lived. The Office of School Food Supervisor admitted that, for seven months, she indirectly supervised her daughter, with whom she is associated by familial relationship and cohabitation, in violation of City Charter § 2604(b)(3). She further admitted that, through living with her daughter, she entered into a financial relationship with her subordinate in violation of City Charter § 2604(b)(14). *COIB v. Osei-Boateng*, COIB Case No. 2013-815 (2014).

The Board and the New York Department of Education ("DOE") concluded a joint settlement with the Principal of The Forward School in the Bronx who agreed to pay a $2,400 fine to the Board for using three DOE subordinates to perform personal errands during their City work hours. The Principal admitted that he used his DOE subordinates to go to the bank to make personal deposits for him, go to the cleaners, pick up his breakfast and lunch, and do personal shopping for him at a wholesale club, a supermarket, and a liquor store, in violation of City Charter § 2604(b)(2), pursuant to Board Rules § 1-13(b), and City Charter § 2604(b)(3). *COIB v. Jean Paul*, COIB Case No. 2013-358 (2014).

The Board and the New York City Department of Education ("DOE") concluded a joint settlement with an Assistant Principal who agreed to pay a $7,000 fine to the Board for changing eleven course and exam grades issued to his son from failing to unearned passing scores. These changes were made without the knowledge of or authorization from anyone at DOE. The Assistant Principal acknowledged that, by using his administrator identification and password to provide his son, a person with whom he is associated, with the benefit of unearned passing grades, he violated City Charter § 2604(b)(3). *COIB v. A. Ali*, COIB Case No. 2013-633 (2014).

The Board and the New York City Department of Housing Preservation and Development ("HPD") concluded settlements with the now retired Chief of the HPD Code Enforcement in the Bronx and with an Associate Inspector (Housing), who was also a supervisor

in that Office. The Chief admitted that he had paid $200 to an Inspector who was his subordinate to change the air valves in the radiators in his home and paid that same Inspector $500 to assist with the removal of the plumbing in the bathroom in the basement of his home. The Associate Inspector admitted that he had paid $20 to $40 to an Inspector who was his subordinate to assist him with the renovation of the bathroom in the basement of his home and that he had borrowed the personal vehicle of a second Inspector for one to two weeks, for which he did not pay that Inspector. The Chief and the Associate Inspector acknowledged that, by asking a subordinate to perform personal repairs or to borrow the subordinate's personal car, respectively, they had used their City positions to obtain a personal benefit in violation of the City's conflicts of interest law. The Chief and the Associate Inspector also acknowledged that, by paying a subordinate to perform personal repairs, they had entered into a financial relationship with that subordinate in violation of the City's conflicts of interest law. For their violations, the Chief agreed to pay a $2,500 fine and the Associate Inspector agreed to pay a $2,000 fine, each split evenly between HPD and the Board. *COIB v. V. Ruiz*, COIB Case No. 2013-188 (2014); *COIB v. Mas*, COIB Case No. 2014-188a (2014).

The Board concluded a settlement with a Borough Coordinator in the Mayor's Street Activity Permit Office who agreed to pay a $2,000 fine both for using her City position to solicit two complementary food tickets and for accepting the tickets, valued at $40 each, at a City-permitted neighborhood association event on which permitting she had worked in her City position, in violation of City Charter §§ 2604(b)(3) and 2604(b)(5). The Borough Coordinator solicited and accepted the complementary tickets despite being warned by a neighborhood association volunteer at the event that, as a City employee, she could not accept the tickets, valued in excess of $50. *COIB v. Luong*, COIB Case No. 2013-714 (2014).

The Board issued a public warning letter to a former School Aide for the New York City Department of Education ("DOE") who used her DOE position to ask for and receive a $500 loan from the parent of a student the former School Aide supervised during the student's lunch hour. The former School Aide repeatedly called the mother in May and June 2013 until the mother agreed to the loan. The mother provided the loan in June 2013 and the former School Aide repaid the loan in full in January 2014. *COIB v. H. Richardson*, COIB Case No. 2014-289 (2014).

The Board issued an Order fining a former Clerical Associate at the Staten Island District Attorney's Office $10,000 for two violations of City's conflicts of interest law. The Board's Order adopts the findings of fact, conclusions of law, and penalty from the Report and Recommendation of Administrative Law Judge ("ALJ") Kara J. Miller of the City's Office of Administrative Trials and Hearings. Judge Miller found, and the Board concurred, that the former Clerical Associate committed two violations of the City's conflicts of interest law. First, in January 2013, the former Clerical Associate exchanged messages with a convicted drug dealer, offering to provide him with confidential information as to whether he was under investigation or at risk of being arrested in the future if the drug dealer would provide the former Clerical Associate's husband with two units of crack cocaine on consignment. Second, in February 2013, when New York City Police Department detectives approached the former Clerical Associate's residence in pursuit of her husband, who had just been observed by the detectives purchasing crack cocaine, the former Clerical Associate verbally identified herself as

an employee of the Staten Island District Attorney's Office and showed her official District Attorney's Office identification to the detectives in an attempt to prevent her husband's arrest. The Board concurred in the ALJ's determination that the former Clerical Associate violated the City's conflicts of interest law by (1) using her position at the District Attorney's Office to offer to obtain confidential information for a convicted drug dealer for the purpose of obtaining drugs for her husband; and (2) using her official District Attorney's Office identification for the non-City purpose of impeding and preventing the arrest of her husband. The Board ordered the former Clerical Associate to pay a $10,000 fine as a penalty. The former Clerical Associate failed to appear at the hearing of this matter. *COIB v. Collins,* OATH Index No. 556/14, COIB Case No. 2013-258 (Order July 30, 2014).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a settlement with a City Research Scientist to resolve agency disciplinary charges that included a violation of the City's conflicts of interest law. The City Research Scientist admitted that he had identified himself by his DOHMH title and position for the publication of personal articles without having received authorization from DOHMH, although he was aware that the agency required such authorization and had a process for the vetting of employee-authored articles prior to publication. The City Research Scientist acknowledged that his use of his DOHMH position to obtain a personal advantage violated the DOHMH Standards of Conduct and the City's conflicts of interest law. To resolve this violation and other conduct that does not implicate Chapter 68, the City Research Scientists agreed to serve a thirteen work-day suspension, valued at approximately $4,202. *COIB v. Rosal*, COIB Case No. 2013-474 (2014).

The Board imposed a $6,000 fine on a former Associate Job Opportunity Specialist for the New York City Human Resources Administration ("HRA") for soliciting and accepting loans totaling approximately $6,740 from eight of his HRA subordinates, in violation of City Charter §§ 2604(b)(3) and 2604(b)(14). In many instances, the former Associate Job Opportunity Specialist asked to borrow money after calling the subordinate into his office, in some instances under the guise of a false work-related complaint. The former Associate Job Opportunity Specialist has repaid some but not all of the loans. The Board's Order adopts the Report and Recommendation of the City's Office of Administrative Trials and Hearings. *COIB v. Oni*, OATH Index No. 458/14, COIB Case No. 2013-299 (Order May 14, 2014).

The Board and the New York City Department of Education concluded a joint settlement with a teacher for the New York City Department of Education to resolve an agency disciplinary action that included a violation of the conflicts of interest law. The teacher acknowledged that she used her City position to benefit her daughter, with whom she is associated, by soliciting babysitting work for the daughter from the parents of students assigned to the teacher's class. For this violation and other misconduct that does not implicate the conflicts of interest law, the teacher agreed to pay DOE a $6,000 fine, attend a three-hour course addressing classroom management, and be reassigned to another DOE school. *COIB v. Shlansky,* COIB Case No. 2014-067 (2014).

The Board and the New York City Law Department reached a joint settlement with a Law Department Clerical Associate who agreed to be suspended for four days without pay for

using her Law Department email account to send an email with an attached letter to a Deputy Commissioner at the New York City Human Resources Administration ("HRA") in which she identified herself as an employee of the Law Department and asked that the HRA Deputy Commissioner resolve her personal dispute with HRA regarding child support payments. The Clerical Associate admitted that she used her City email for a non-City purpose and used her City position for personal gain in violation of City Charter § 2604(b)(2), pursuant to Board Rules § 1-13(b), and City Charter § 2604(b)(3). *COIB v. Darwin*, COIB Case No. 2014-165 (2014)

In a public disposition, a former Maintenance Worker at the New York City Housing Authority ("NYCHA") admitted that, in November 2012, he was assigned as part of his official duties to repair a water leak in a tenant's apartment. While in the apartment, he informed the tenant that he would need $30 to fix the leak, which the tenant gave him. The Maintenance Worker acknowledged that his conduct violated two provisions of the City's conflicts of interest law: first, by soliciting money from a NYCHA resident to perform a repair, the Maintenance Worker misused his City position to obtain a personal benefit; second, by accepting that money, the Maintenance Worker improperly accepted compensation from a source other than the City for doing his City job. For these violations, the Maintenance Worker paid a $1,300 fine to the Board. He also acknowledged that he had retired from NYCHA while agency disciplinary charges were pending against him for this conduct. *COIB v. G. Washington*, COIB Case No. 2013-001 (2014).

In a public disposition of the Board's charges, the Senior Director of the Process and Information Management Department at the New York City Housing Authority ("NYCHA") admitted that, in September 2001, her husband on her behalf asked one of her subordinates to help with the installation of a new roof at her home and that, in October 2001, that subordinate helped with the roof installation for approximately five and one-half hours, without being compensated. The Senior Director acknowledged that, by having a subordinate help install a new roof on her home, she had used her City position to obtain a personal benefit in violation of the City's conflicts of interest law and agreed to pay a $1,250 fine. *COIB v. I. Shapiro*, COIB Case No. 2014-286 (2014).

The Board and the New York City Comptroller's Office concluded a settlement with the Director of the Community Action Center at the Comptroller's Office to resolve an agency disciplinary action that included two violations of the City's conflicts of interest law. First, the Director acknowledged that she had used her City position to address and resolve complaints on behalf of her block association, for which she was an active member and then its President. Second, the Director acknowledged that she had used an excessive amount of City time and City resources, including her Comptroller's Office computer and e-mail account, to perform volunteer work for a variety of not-for-profit organizations, such as the block association. For these violations and other conduct that does not implicate the City's conflicts of interest law, the Director agreed to retire from the Comptroller's Office on August 5, 2014, and forfeit annual leave valued at $4,852. *COIB v. Martinez*, COIB Case No. 2014-240 (2014).

In a joint disposition with the Board and the New York City Fire Department ("FDNY"), a Deputy Chief who is the head of Haz-Mat Operations at FDNY agreed to pay a $7,000 fine ($5,500 to the Board and $1,500 to FDNY) for violating two separate provisions of the City's

conflicts of interest law. First, the Deputy Chief admitted that he had accepted gifts from Lion Apparel, Inc., the manufacturer of a specialized protective suit worn by FDNY firefighters, in the form of meals and drinks on 17 occasions between June 2010 and April 2012, the total value of which was $875.67. The Deputy Chief acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from accepting a valuable gift – defined by Board Rules as anything that has a value of $50.00 or more, whether it be in the form of money, travel, entertainment, hospitality, object, or any other form – from a person or firm the City employee knows or should know is, or intends to be, engaged in business dealings with any City agency. The Board's Valuable Gift Rule prohibits the acceptance of two or more gifts if valued in the aggregate at $50.00 or more during any twelve-month period from the same person or firm. Second, the Deputy Chief admitted that he had solicited from Lion, a firm with which he regularly dealt as part of his official FDNY duties, a charitable donation for his sons' baseball team. Lion donated $500. The Deputy Chief acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using his City position to obtain a personal benefit for himself or someone "associated" with the public servant, which would include a child. *COIB v. Del Re*, COIB Case No. 2013-222 (2014).

The Board issued a public warning letter to a New York City Department of Education substitute teacher who, while substitute teaching at Juan Morel Campos Secondary School (K 71) in Brooklyn, attempted to recruit several students to pay $20 each to try out for his private basketball program, asked the students for their home telephone numbers, and called their parents at home to continue his recruiting effort, in violation of City Charter §§ 2604(b)(3) and 2604(b)(4). The Board took the opportunity of this public warning letter to remind public servants that they may not use their City positions or City confidential information for their own private gain. *COIB v. J. Simmons*, COIB Case No. 2013-818 (2014).

In a joint settlement with the Board and the New York City Administration for Children's Services ("ACS"), a Child Protective Specialist Supervisor II agreed to pay a fine equal to 6 days' pay to ACS, valued at $1,821.06, for soliciting and accepting a $4,000 loan from her subordinate, a Child Protective Specialist Supervisor I. The supervisor paid back the loan approximately one month later. The Child Protective Specialist Supervisor II acknowledged that her conduct violated the ACS Code of Conduct and the City's conflicts of interest law, which prohibits a City employee from using his or her City position to obtain a personal benefit and prohibits a City superior from entering into a financial relationship with his or her subordinate. *COIB v. M. Vazquez*, COIB Case No. 2013-870 (2014).

The Board and the New York Department of Education concluded a joint settlement with the Principal of The Forward School in the Bronx who agreed to pay a $2,500 fine to the Board for using her subordinate to perform personal errands during her subordinate's City work hours. The Principal admitted that she used her subordinate to transport her niece three to four times a week, to pick up lunch for her niece, and to wash her personal vehicle, in violation of City Charter § 2604(b)(2), pursuant to Board Rules § 1-13(b), and City Charter § 2604(b)(3). *COIB v. Phifer*, COIB Case No. 2013-424 (2014).

In a joint disposition with the Board and the New York City Administration for Children's Services ("ACS"), an ACS employee agreed to pay a $1,250 fine, split evenly

between the Board and ACS, for using his City position to benefit his brother, an individual "associated" with him, in violation of the City's conflicts of interest law. The ACS employee admitted that, in July 2013, while serving as a Child Protective Manager in the Bronx Field Office, he learned that his brother's wife was the subject of an ACS investigation and contacted the Child Protective Specialist who was handling that investigation, as well as that Child Protective Specialist's supervisor, to complain about how the investigation was being conducted. *COIB v. Cotto,* COIB Case No. 2013-669 (2014).

The Board entered into a settlement with a former Assistant Principal who admitted that, while working for the New York City Department of Education ("DOE"), he had committed multiple violations of the City's conflicts of interest law. For the violations admitted by the former Assistant Principal in the public disposition, the Board imposed a $12,500 fine. However, after reviewing the former Assistant Principal's documented claim of financial hardship, the Board accepted a reduced fine of $2,500. In the public disposition of the charges, the former Assistant Principal first admitted that he accepted, for a personal trip, a two-night hotel stay and two days of breakfast for two (for himself and his wife) from Glen Cove Mansion Hotel and Conference Center, a firm having business dealings with DOE. The former Assistant Principal had previously communicated with Glen Cove when planning a professional development meeting for his school's faculty. The former Assistant Principal acknowledged that he had violated the Valuable Gift Rule, which prohibits City employees from accepting a gift valued at $50 or more from a firm doing business or seeking to do business with any City agency. Second, the former Assistant Principal admitted that he directed four teachers who were his subordinates to complete, unbeknownst to them, examinations for the Assistant Principal's high-school-aged son in order to enable his son to qualify for a merit-based scholarship to college. Third, the former Assistant Principal admitted that he asked a subordinate teacher to tutor his son on three occasions, for which he did not compensate the teacher. Fourth, the former Assistant Principal admitted that he approached a subordinate teacher about a "real estate opportunity" in Florida and then drove that teacher to his brother's real estate office to discuss that opportunity. The former Assistant Principal acknowledged that he thereby violated the conflicts of interest law provision that prohibits City employees from using their City positions to benefit a person "associated" with the employee, which includes the employee's son and brother. *COIB v. Hinds,* COIB Case Nos. 2012-321 and 2012-827 (2014).

The Board fined a former Brooklyn Borough Code Enforcement Chief for the New York City Department of Housing Preservation and Development for soliciting and entering into financial relationships with two of his subordinates. First, he asked one subordinate on two occasions to purchase gold bracelets for him, which the subordinate did on one occasion (at a cost of $366), and for which purchase the Code Enforcement Chief reimbursed him. Second, the Code Enforcement Chief asked another subordinate to perform home improvement work on the Code Enforcement Chief's home, installing floor tiles and a door, for which work the Code Enforcement Chief gave him approximately $200 in cash and some food. In a public disposition of the Board's charges, the former Code Enforcement Chief agreed to pay a $2,400 fine to the Board for misusing his City position by asking his subordinates to perform personal tasks for him and entering into financial relationships with these subordinates. *COIB v. Simpson,* COIB Case No. 2013-623 (2014).

The Board issued a public warning letter to a Supervisor I at the New York City Administration for Children's Services ("ACS") assigned to the Child Care Support Services Unit ("CCSS") who attempted to sell costume jewelry items to her CCSS subordinates and did sell costume jewelry items to at least one subordinate. From 2008 to 2010, the Supervisor I periodically made announcements from a central location in the CCSS office to inform her CCSS coworkers and subordinates that she would be selling costume jewelry and other accessories in the office during lunch. She then sold costume jewelry and other accessories to her CCSS coworkers and to at least one of her CCSS subordinates. The total cost of the subordinate's purchases was minimal. The public warning letter informed the Supervisor I that she violated City Charter § 2604(b)(3) by asking her subordinates to purchase items from her and City Charter § 2604(b)(14) by entering into a financial relationship with the subordinate who purchased items from her. *COIB v. Womble*, COIB Case No. 2013-773 (2014).

In a joint disposition with the Board and the New York City Department of Education, a Principal admitted that he traveled abroad twice with his subordinate, a School Aide: to Greece in 2011, and to Italy, Greece, Turkey, and Croatia in 2012. The School Aide paid in full for both trips, a total of $10,829.90. The Principal admitted that, by accepting two free international trips from his subordinate, he used his City position to obtain a personal benefit in violation of City Charter § 2604(b)(3), for which he paid a $4,500 fine to the Board. *COIB v. Kwait*, COIB Case No. 2013-557 (2014).

A Chief Information Officer ("CIO") for the New York City Department of Homeless Services ("DHS") was fined for having an IT consultant use time billable to DHS to diagnose problems on a laptop computer belonging to his child and by having a subordinate take City time tell his other child about a career in the IT field. In a public disposition of the Board's charges, the now-former CIO agreed to make full restitution to the City for the cost of the IT consultant ($575) and to pay a $1,000 fine to the Board for misusing City resources and his City position. *COIB v. Zima*, COIB Case No. 2013-627 (2014).

The Board issued a public warning letter to a Director of Child Care Support Services ("CCSS") at the New York City Administration for Children's Services who asked his subordinates to purchase items for a fundraiser to benefit his children's school. On two occasions between November 2011 and December 2012, the Director conducted fundraisers in the CCSS office by asking his subordinates to purchase items from a catalogue when the subordinates came into his office on CCSS business. The Director sold approximately $100 in items to his subordinates. In the public warning letter, the Board informed the Director that City Charter § 2604(b)(3) prohibits a City employee from using his position to obtain any "privilege or other private or personal advantage" for himself or anyone with whom he is associated, and that children are associated with their parents under City Charter § 2601(5). The letter further stated that, as the Board explained in Advisory Opinion No. 98-12, City Charter § 2604(b)(3) prohibits City employees from soliciting for fundraisers from subordinates even where the solicitations do not directly benefit the City employee or anyone associated with him or her. *COIB v. Angus*, COIB Case No. 2013-773a (2014).

In a joint disposition with the Board and the New York City Department of Health and Mental Hygiene ("DOHMH"), a Computer Aide in the Bureau of Child Care agreed to resign

from DOHMH, effective February 14, 2014, to resolve violations of the DOHMH Standards of Conduct plus two violations of the City's conflicts of interest law. First, the Computer Aide admitted that he asked a child care facility license applicant to whose case he was assigned to work as part of his official DOHMH duties to provide him with the contact information of a physician that the applicant knew in the Dominican Republic for the purpose of enabling the Computer Aide to sell medical supplies from India in the Dominican Republic. The Computer Aide had the applicant pick him up at his DOHMH work location and drive him to her child care facility in order to obtain the physician's contact information. Second, the Computer Aide used his City computer to store advertisements related to his work for Primerica, a multi-level marketing company that sells insurance and other financial products. *COIB v. Bansi,* COIB Case No. 2013-656 (2013).

In a joint disposition with the Board and the New York City Department of Education ("DOE"), an Assistant Principal paid a $1,250 fine to the Board for asking her subordinate, a DOE teacher, to stay in her rental apartment due to a family emergency, to which the subordinate agreed. The Assistant Principal then stayed in her subordinate's rental apartment for eight days, without paying any rent. The Assistant Principal acknowledged that her conduct violated the City's conflicts of interest law, which prohibits City employees from using their City positions to obtain a personal benefit. *COIB v. Hasberry,* COIB Case No. 2013-296 (2013).

The Board and the New York City Administration for Children's Services ("ACS") concluded a joint settlement with an ACS employee to address violations related to his long-term role on the board of Trabajamos Community Head Start, Inc., a not-for-profit with business dealings with ACS. The ACS employee served as a volunteer board member of Trabajamos from 1993 through 2013 and as its Chair from 2006 to 2013. City employees are permitted under the City's conflicts of interest law to volunteer at not-for-profits having business dealings with City agencies, including serving as a volunteer Board member. However, if the not-for-profit has business dealings with the City employee's <u>own</u> agency, the City employee must get permission from the employee's agency head before serving in a leadership role at the not-for-profit, which this ACS employee failed to do. Second, City employees cannot be involved in the business dealings between the City and the not-for-profit; this ACS employee attended a meeting at ACS on behalf of Trabajamos between officials of ACS and employees of Trabajamos. Third, City employees cannot do work for the not-for-profit during times when the employee is required to be performing work for the City; this ACS employee, from at least September 2005 through August 2013, during times he was required to be performing work for ACS, used his City computer and e-mail account to send, receive, and store a number of e-mails related to Trabajamos. The ACS employee also used his City position to obtain a criminal history check and a criminal background check on Trabajamos employees. Finally, he asked another ACS employee to run a license plate for him and then used the confidential information he thereby obtained for a personal, non-City purpose. For these violations, ACS reassigned the employee from his prior position as the Director of Field Operations to his underlying civil service title of Child Protective Specialist Supervisor II; in connection with that reassignment, his annual salary was reduced from $111,753 to $77,478. The Board imposed no additional penalty. *COIB v. Antonetty,* COIB Case No. 2013-462 (2013).

The Board and the New York Department of Education ("DOE") concluded a joint settlement with an Assistant Principal who paid a $6,000 fine to the Board. The Assistant Principal admitted that he misused his position by having a subordinate babysit his three children in the mornings before school and allowing his daughter to attend the DOE school where the Assistant Principal worked without enrolling her, thus avoiding payment of non-resident tuition, in violation of City Charter § 2604(b)(3). The Assistant Principal also admitted that he entered into a financial relationship with a subordinate by signing a lease for an apartment owned by his subordinate, in violation of City Charter § 2604(b)(14). *COIB v. L. Castro*, COIB Case No. 2013-097 (2013).

The Board issued a public warning letter to a New York City Department of Education ("DOE") Principal at the Magnet School of Multicultural Humanities (PS 253) in Brooklyn who, at her subordinate's invitation, took advantage of her subordinate's membership in a timeshare exchange program in order to stay at a resort in the Dominican Republic by paying only an exchange fee to the timeshare program, the guest fee, and the significantly discounted cost of staying at the resort, in violation of City Charter § 2604(b)(3). No compensation was exchanged between the Principal and her subordinate for the use of the timeshare. While not pursuing further enforcement action, the Board took the opportunity of this public warning letter to remind public servants that the City's conflicts of interest law prohibits public servants from accepting gifts from their subordinates. *COIB v. Ditillo Speroni*, COIB Case No. 2013-422 (2013).

The Board and the New York City Department of Design and Construction ("DDC") concluded joint settlements with a DDC Assistant Commissioner and with a DDC Program Director who used their City positions to solicit funds from a DDC vendor for a non-profit professional organization in which they held positions. Both the Assistant Commissioner and the Program Director were responsible for overseeing the construction of an Emergency Medical Service Station in Brooklyn, including overseeing the DDC vendor's work on a construction management contract. On two occasions, prior to soliciting funds, the Assistant Commissioner told the DDC vendor that it was at risk of receiving a poor performance evaluation. The Assistant Commissioner agreed to pay an $8,000 fine and resign from City employment; the Program Director agreed to pay a $2,500 fine and be placed on an indefinite probation. *COIB v. Devgan*, COIB Case No. 2013-177 (2013); *COIB v. Shah*, COIB Case No. 2013-177a (2013).

The Board and the Office of the Bronx Borough President ("BBPO") concluded a settlement with an Education and Community Liaison who agreed to serve a 30 work-day suspension, valued at $5,066, for her violations of the City's conflicts of interest law and the BBPO Employee Manual. As part of her official duties at BBPO, the Education and Community Liaison was responsible for addressing constituent issues related to Bronx public schools and regularly communicating with Bronx public schools regarding those issues. In a joint disposition with the Board and BBPO, the Liaison admitted to: (1) asking a New York City Department of Education ("DOE") employee to provide her with non-public information concerning her son, a student at a DOE school in the Bronx, which the employee declined to do; (2) attempting to obtain an exemption for her son from the decision of DOE administrators to exclude her son from his school's "Senior Activities" because he had not met the eighth-grade promotional criteria; and (3) soliciting employment and personal assistance from the Chief of Staff of a New York City Council Member and the chairs of the Bronx Borough President's Education

Consortia, officials with whom she dealt in the course of performing her official duties. This conduct violated the BBPO Employee Manual and the City's conflicts of interest law, which prohibits City employees from using their City positions to benefit themselves or someone with whom they are associated, which includes a parent, child, sibling, spouse, domestic partner, or person or firm with whom or which the employee has a business or financial relationship. *COIB v. Veras*, COIB Case No. 2013-444 (2013).

The Board and the New York City Housing Authority ("NYCHA") concluded a joint settlement with the NYCHA Director of the Family Services Department, who paid a $2,300 fine to the Board for helping her daughter obtain a position with a non-profit organization that receives funding from the City and works extensively with the Director's department. Specifically, the Director spoke to an associate vice president at the non-profit organization after a business meeting about employing her daughter and emailed her daughter's résumé to two employees of the non-profit organization. The Director acknowledged that, by this conduct, she violated the City's conflicts of interest law, which prohibits a public servant from using his or her City position to obtain a financial gain, direct or indirect, for a person associated with the public servant, which includes a child. *COIB v. Reissig*, COIB Case No. 2012-831 (2013).

Following a hearing at the City's Office of Administrative Trials and Hearings, the Board issued a final determination finding that a Construction Project Manager for the New York City Department of Housing Preservation and Development ("HPD") solicited an architect and a construction laborer over whose work he had authority in his HPD position to perform architectural and carpentry services, respectively, at his daughter's home and at his summer home. In each case, the work was performed and paid for. The Board imposed a $5,000 fine on Construction Project Manager for violating the City's conflicts of interest law, which prohibits using one's City position to obtain a personal financial gain. *COIB v. Enright*, OATH Index No. 1293/13, COIB Case No. 2012-469 (Order Aug. 7, 2013).

The Board issued a public warning letter to a New York City Department of Education ("DOE") Principal who violated the City's conflicts of interest law by accepting a resort's offer of free accommodations, valued at approximately $164, so his son and granddaughter could accompany him on a "familiarization trip"—that is, a complimentary stay prior to booking a class trip to determine whether the resort would be appropriate for his school's students. The Board advised the Principal that, if he wants to bring a guest with him when he travels on City business, he may not accept his guest's travel expenses as a gift. *COIB v. E. Strauss*, COIB Case No. 2013-069 (2013).

A Project Officer for the New York City School Construction Authority ("SCA") agreed to serve a six-week suspension, valued at approximately $10,400, for soliciting a $15,000 loan from a SCA contractor and for soliciting and accepting a part-time position with a firm while actively supervising that firm's work for the SCA and then repeatedly interfered in SCA projects on that firm's behalf. The subject's conduct violated SCA Policy and Guidelines and the City's conflicts of interest law, which prohibits City officials and employees from asking for or entering into business, financial, or employment relationships with a private party whom the public servant is dealing with in performing his or her official duties for the City. This case was

resolved in a joint effort by the Board and SCA. *COIB v. Giwa*, COIB Case No. 2013-306 (2013).

The Board issued a public warning letter to a New York City Department of Education ("DOE") Teacher for paying a student, over whom she had disciplinary authority, to walk her grandchild to school over a period of two months. In the public warning letter, the Board informed the Teacher that her conduct violated the City's conflicts of interest law, which, among other things, prohibits a public servant from using her City position to benefit herself. *COIB v. Dickerson*, COIB Case No. 2013-252 (2013).

The Board and the New York City Department of Environmental Protection ("DEP") concluded a joint settlement with a DEP Administrative Project Manager who paid a $5,000 fine to the Board. The Administrative Project Manager admitted that he failed to report administrative positions at the New York branch of the Arondizuogu Patriotic Union ("APU"), a non-profit organization for the support of the community of Arondizuogu, Nigeria, to the Board on the annual Financial Disclosure Reports he was required to file for 2009, 2010, and 2011. The Administrative Project Manager also admitted that he emailed DEP vendors asking them to sponsor and attend APU fundraising events. The Administrative Project Manager acknowledged that his conduct violated (1) the prohibition in the City's Administrative Code § 12-110 against intentional failures to make complete annual disclosures; and (2) the prohibition in the City's conflicts of interest law against a public servant using his position for the benefit of a firm with which he is associated, which would include a non-profit at which he holds a leadership position. *COIB v. Madu*, COIB Case No. 2013-111 (2013).

The Board fined two former Sanitation Workers with the New York City Department of Sanitation ("DSNY") $2,000 each for soliciting money from a Queens resident to collect his household garbage. The resident told the Sanitation Workers he only had $10; they took $5 each. The Sanitation Workers acknowledged that their conduct violated two provisions of the City's conflicts of interest law. First, by soliciting money from a City resident to collect his household garbage, the Sanitation Workers misused their City positions to obtain a personal benefit; second, by accepting that money, the Sanitation Workers improperly accepted compensation from a source other than the City for doing their City jobs. *COIB v. Bracone*, COIB Case No. 2012-238 (2013); *COIB v. R. Torres*, COIB Case No. 2012-238a (2013).

The Board issued a public warning letter to a New York City Department of Education ("DOE") Principal at North Star Academy (IS 340) in Brooklyn who used a subordinate DOE School Aide to pick up the Principal's son at the son's school and transport him back to North Star Academy on approximately three occasions, in violation of City Charter § 2604(b)(3). The School Aide performed the personal errand using his private vehicle after his DOE work hours and did not receive any compensation for this errand. While not pursuing further enforcement action, the Board took the opportunity of this public warning letter to remind public servants that the City's conflicts of interest law prohibits a public servant from using a subordinate City employee to perform personal errands. *COIB v. Jean Williams*, COIB Case No. 2013-136 (2013).

The Board reached a settlement with a former Lieutenant-in-Charge of the Emergency Vehicle Operation Course training program at the New York City Fire Department ("FDNY"), who paid a $7,000 fine to the Board. As part of his official FDNY duties, the former Lieutenant-in-Charge programmed and operated a FAAC emergency vehicle driving simulator in order to train FDNY personnel in emergency vehicle operation. FAAC has been engaged in business dealings with FDNY since 2004. In 2006, the former Lieutenant-in-Charge submitted to FDNY a written request for an outside employment waiver from the Board so that he could perform part-time consulting work for FAAC. FDNY denied the former Lieutenant-in-Charge's waiver request and informed him that his proposed employment with FAAC would be in direct conflict with his FDNY duties. Despite the denial of his waiver request, the former Lieutenant-in-Charge worked for FAAC as a consultant from 2007 until his retirement in 2009. The former Lieutenant-in-Charge admitted that his conduct violated the City's conflicts of interest law's prohibitions against (1) a City employee having an interest in a firm, which includes employment by a firm, that the public servant knows or should know is engaged in business dealings with the agency served by the public servant and (2) a City employee using his or her City position to obtain a personal benefit, such as a compensated position. *COIB v. Raheb*, COIB Case No. 2012-461 (2013).

The Board reached settlements with a former New York City Department of Correction ("DOC") Special Operations Officer, who paid a $4,500 fine to the Board, and a former DOC Department Chief, who paid a $6,000 fine to the Board. The former Special Operations Officer used DOC gas and DOC vehicles without authorization almost every day from January 2011 until August 2011 to commute to his workplace on Rikers Island, New York, from his residence in Port Jefferson, Long Island. The former Special Operations Officer acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a City employee from using City resources, such as gas or vehicles, for a non-City purpose. The former Department Chief requested that the former Special Operations Officer, his subordinate, repair and enhance the former Department Chief's personal vehicle. The former Special Operations Officer purchased between $400 and $500 worth of car parts and worked on the former Department Chief's personal vehicle for several weeks. The former Department Chief did not pay or reimburse the former Special Operations Officer for this work or these purchases. The former Department Chief acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a City employee from using his or her City position to obtain a personal benefit. *COIB v. D. Reyes*, COIB Case No. 2012-365 (2013); *COIB v. L. Davis*, COIB Case No. 2012-365a (2013).

The Board and the New York City Housing Authority ("NYCHA") concluded a joint settlement with a NYCHA Construction Project Manager who recommended his stepson for a job with a NYCHA vendor that the Construction Project Manager supervised as part of his official NYCHA duties. Specifically, the Construction Project Manager verified the site conditions of the project and communicated with the vendor's employees. The vendor hired the Construction Project Manager's stepson. As a penalty, the Construction Project Manager agreed to serve a five work-day suspension, valued at $1,393.61, and to pay a $1,250 fine to the Board. *COIB v. G. Jones*, COIB Case No. 2012-458 (2013).

The Board concluded a settlement with the Director of Radiology at Metropolitan Hospital Center, part of the New York City Health and Hospitals Corporation ("HHC"). Among

his official duties as Director of Radiology was the negotiation and oversight of a five-year contract with MRI Enterprises to provide and operate an MRI machine at Metropolitan. In October 2007, after a meeting to discuss MRI Enterprises' business dealings with Metropolitan and with another HHC hospital, the Director of Radiology approached the Chief Operating Officer ("COO") of MRI Enterprises and solicited and accepted a $1,500 loan. The Director of Radiology acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using his City position to obtain a personal benefit. The Director of Radiology also acknowledged that, on two occasions in January 2009, the COO of MRI Enterprises gave him two tickets to a New York Knicks game – the cost of each ticket exceeding $50 in value – which tickets the Director then gave to another Metropolitan employee. The Director of Radiology acknowledged that his conduct violated the City of New York's conflicts of interest law, which prohibits a public servant from accepting a valuable gift – defined by Board Rules as anything that has a value of $50.00 or more, whether it be in the form of money, travel, entertainment, hospitality, object, or any other form – from a person or firm the City employee knows or should know is, or intends to be, engaged in business dealings with any City agency. The Board's Valuable Gift Rule prohibits the acceptance of two or more gifts if valued in the aggregate at $50.00 or more during any twelve-month period from the same person or firm. For these violations, the Director of Radiology paid a $2,500 fine to the Board and repaid the COO $500, the outstanding balance on the loan. *COIB v. M. Taylor*, COIB Case No. 2012-828 (2013).

The Board and the New York Department of Health and Mental Hygiene ("DOHMH") concluded a joint settlement with a Public Health Sanitarian in the DOHMH Division of Environmental Health, Bureau of Food Safety and Community Sanitation, who, since he began working at DOHMH, had a second job with each of the firms that provided health care services on Rikers Island, all of those firms having business dealings with DOHMH. Starting in May 2012, through September 2012, at which time he resigned his second job, the Public Health Sanitarian conducted monthly inspections on behalf of DOHMH in the medical facilities run by his private employer at Rikers Island. The Public Health Sanitarian admitted that his conduct violated the City's conflicts of interest law, which prohibits City employees from having a position with a firm with business dealings with any City agency, and prohibits City employees from using their City position to benefit a person or firm with whom or which the City employee is associated. The Public Health Sanitarian acknowledged that that he was "associated" with his private employer within the meaning of the City's conflicts of interest law. For these violations, the Public Health Sanitarian agreed to pay a $1,500 fine to the Board and a $2,500 fine to DOHMH, for a total financial penalty of $4,000. *COIB v. V. James*, COIB Case No. 2012-710 (2013).

The Board reached a settlement with the former Senior Director of the Corporate Support Services ("CSS") Division of the New York City Health and Hospitals Corporation ("HHC"), who paid a $9,500 fine to the Board. The former Senior Director admitted that he wrote letters to the company that leases vehicles to HHC, requesting that the company add a vehicle repair shop owned by the former Senior Director's son to its list of HHC-approved repair shops and subsequently asking the company to promptly pay his son's shop for repairs to three CSS vehicles. Second, the former Senior Director admitted that he repeatedly asked three of his subordinates to perform personal errands for him during City work hours and to use their City

computers during their City work hours to produce a number of personal or non-City-business-related documents for the former Senior Director and his son. Finally, the former Senior Director admitted that he suggested to a CSS Director that she ask her subordinate, a CSS Institutional Aide, to refinish the floors in her personal residence. The CSS Director paid the CSS Institutional Aide $100 for performing this service. The former Senior Director acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a City employee from using his or her City position to obtain a personal benefit for the City employee or any person, such as a child, or firm associated with the City employee; from using City personnel for any non-City purpose, such as personal tasks or errands; and from causing another City employee to violate the conflicts of interest law, such as by entering into a financial relationship with his or her subordinate. *COIB v. Pack*, COIB Case No. 2012-473 (2013).

A payroll secretary for the New York City Department of Education ("DOE") misused City time and misused her City position for personal gain. In a joint settlement of an agency disciplinary action and a Board enforcement action, the payroll secretary admitted she falsified payroll records to receive compensation for working at times when she was not. She also admitted that she participating in the hiring of her sister for substitute teaching assignments on at least nine separate dates between December 2011 and March 2012. As a penalty for these violations of the City's conflicts of interest law and the Chancellor's Regulations, the payroll secretary agreed to pay a $6,500 fine. *COIB v. DeMaio*, COIB Case No. 2012-819 (2013).

An Associate Job Opportunity Specialist with the New York City Human Resources Administration ("HRA") accepted a 60-day suspension, valued at $9,972, for misusing his position in the HRA Rental Assistance Unit to issue an assistance check from HRA to his stepdaughter and for repeatedly misusing confidential information from his stepdaughter's public assistance records. In a public disposition of the charges, the Associate Job Opportunity Specialist acknowledged violating the City's conflicts of interest law by using his position in the HRA Rental Assistance Unit to authorize payment of rental assistance benefits to his stepdaughter and by misusing confidential information from public assistance case records to resolve a personal dispute. *COIB v. J. Purvis*, COIB Case No. 2012-898a (2013).

The Board fined a New York City Department of Education ("DOE") Children First Network Leader $7,500 for soliciting business for a private firm where he planned to take a position. The Children First Network Leader admitted that he met with principals whose schools were supported by his Children First Network, an internal DOE school support organization, and informed them that he would be taking a position at the Center for Educational Innovation - Public Education Association ("CEI-PEA"), a private school support organization. The Children First Network Leader admitted that he deliberately ignored the subtext of his remarks to those principals, with its purport that they elect CEI-PEA to be their school support organization. All of the principals notified DOE that they wished to transfer to the CEI-PEA support network, but later changed their election back to the Children First Network when DOE denied permission for some of the schools to transfer. The Children First Network Leader acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a City employee from attempting to obtain an advantage for a firm with which he or she is associated by virtue of a job offer and which additionally prohibits a City employee from representing private interests before a City agency for compensation. *COIB v. R. Cohen*, COIB Case No. 2012-322 (2013).

A secretary for the New York City Department of Education ("DOE") agreed to pay a $6,500 fine for using her DOE position to benefit her husband's company. At the School for the Democracy and Leadership, the secretary was responsible for, among other things, purchasing supplies for the school. She married in December 2010 and, shortly thereafter, began ordering school supplies from her husband's company, which had not been an approved DOE vendor previously, for a total of 12 purchase orders between December 2010 and October 2011. The secretary acknowledged that, by directing DOE purchase orders to and executing purchase orders for her husband's company, she used her DOE position to obtain a financial gain for herself and for someone "associated" with her, in violation of the City's conflicts of interest law. *COIB v. Baptiste*, COIB Case No. 2012-313 (2013).

A Borough Supervisor (Custodians) for the New York City Department of Citywide Administrative Services ("DCAS") misused her position and City resources for personal gain. In a joint settlement of an agency disciplinary action and a Board enforcement action, the now former Borough Supervisor admitted she misused her position over DCAS employees who reported to her. Specifically, she regularly asked two subordinates to buy her lunch, borrowed at a total of at least $600 from six subordinates, and arranged for three subordinates to come to her home on the weekends to paint a bedroom, repair a leak in her sink, and clean her carpets using DCAS-owned equipment. She also admitted to misusing City resources by taking her grandchild to school in a DCAS vehicle. As a penalty, the Borough Supervisor agreed to irrevocably resign from DCAS, to never seek employment with any City agency in the future, and to forfeit $1,000 of accrued annual leave. *COIB v. Blackman*, COIB Case No. 2012-605 (2013).

The Board issued its Findings of Facts, Conclusions of Law, and Order fining a former School Secretary for the New York City Department of Education ("DOE") $9,000 for using a DOE procurement credit card, also known as a P-Card, to make at least $3,000 in personal purchases, such as at gas stations and fast food restaurants, between August 2009 and May 2011. The former School Secretary, as the school's business manager, had been entrusted with the P-Card for the sole purpose of making purchases for the school. The Board's Order adopts the Report and Recommendation of New York City Office of Administrative Trials and Hearings ("OATH") Administrative Law Judge ("ALJ") Alessandra F. Zorgniotti, issued after a trial. The Board found that the ALJ correctly determined that the former School Secretary misused the school's P-Card and that, in so doing, violated the City of New York's conflicts of interest law, which prohibits a public servant from using his or her City position for private financial gain and from using City resources, such as school funds, for any non-City purpose. The former School Secretary resigned during the course of the investigation of this matter and failed to appear at the hearing at OATH; nonetheless, the Board ordered that she pay a fine of $9,000. *COIB v. Vera*, OATH Index No. 1677/12, COIB Case No. 2011-750 (Order Dec. 20, 2012).

The Board and the New York City Department of Information Technology and Telecommunications ("DoITT") concluded a joint settlement with the former Director of Office Services at DoITT who agreed to pay a $5,000 fine to the Board, serve a 30 work-day work suspension, valued at approximately $7,144.78, and irrevocably resign his position. First, the former Director of Office Services admitted that he asked the Chief Executive Officer of a DoITT vendor, of whose dealings with DoITT the former Director of Office Services was aware,

for four New York Yankees tickets, for which the former Director paid a nominal amount. The former Director of Office Services also admitted that he asked for and received four free tickets to a National Hockey League game from a DoITT vendor whose work with DoITT he oversaw. The former Director of Office Services also admitted that he asked the same DoITT vendor to perform a personal move for him and to prepare an invoice describing the service as moving City property so that the vendor could bill DoITT for his personal move. As a consequence of this request, the vendor performed the move and did not bill him for it. The former Director of Office Services admitted that his conduct violated the City's conflicts of interest law, which prohibits a City employee from accepting any valuable gift from any firm that such public servant knows is, or intends to become, engaged in business dealings with the City. Second, the former Director of Office Services admitted that he, on a regular basis, ordered his subordinates to deliver City property, namely, jugs of drinking water, to a City vendor. The former Director of Office Services admitted that his conduct violated the City's conflicts of interest law, which prohibits a City employee from using City resources for a non-City purpose. Finally, the former Director of Office Services admitted that he, on several occasions, ordered his subordinates to either pick him up or drop him off at a car repair shop, after he had dropped off his personal vehicle for repairs. The former Director of Office Services admitted that his conduct violated the City's conflicts of interest law, which prohibits a City employee from using his position as a public servant to obtain a personal benefit. *COIB v. Sivilich*, COIB Case No. 2012-583 (2012).

A New York City Department of Parks and Recreation ("Parks") District Manager paid the Board a $1,750 fine for selling points for a Disney timeshare program and electronic equipment to subordinate Parks employees, in violation of the City's conflict of interest law provisions prohibiting City employees from misusing their positions for personal financial gain and from entering into financial relationships with their subordinates. In a public disposition of the Board's charges, the District Manager for Staten Island Parks admitted to selling points that he had accumulated from his membership in the Disney Vacation Club to three subordinate Parks Department employees. The subordinates each paid between $600 and $1,800 for the points, which they could use to stay at Disney properties. The District Manager also sold electronic items, including a camera, X-box, and GPS devices, to two subordinates. *COIB v. Zerilli*, COIB Case No. 2012-329 (2012).

The former Director of Central Budget in the Division of Finance in the New York City Department of Education ("DOE") paid the Board a $15,000 fine for his violations of the City's conflicts of interest law by taking official action to obtain a DOE job for his wife. Also, in only the second case of its kind since City voters approved, in November 2010, an amendment to the conflicts of interest law giving the Board the power to order the disgorgement of any gain or benefit obtained as a result of a violation of the conflicts of interest law, the former Director of Central Budget paid the Board, in addition to the fine, the value of the benefit he received as a result of his violations, namely the total of his wife's net earnings from her employment at DOE, in the amount of $32,929.29, for a total financial penalty of $47,929.29. The former Director of Central Budget admitted that, in 2011, while he was the DOE Director of Business for the Bronx, he approached his subordinate and asked her to create a budget line, at the title and pay scale he indicated, for a new Community Coordinator position in the Bronx. The pay the Director indicated was higher than the usual pay scale for that position, and his wife did not meet all the requirements for the position. Nonetheless, the Director asked another DOE employee to staff

his wife to the position, and he asked a third DOE employee to contact his wife and ask his wife to send her resume for the position. Finally, the Director gave his wife's resume to the DOE employee in charge of Human Resources for the DOE Office of School Support and directed that employee to contact his wife and set her up for processing for the job. During this entire process, there was no job posting for the position, there were no interviews, and none of the DOE employees involved met with the Director's wife prior to her receiving the job offer. The former Director of Central Budget acknowledged that, by directing DOE employees, some of whom were at the time or had recently been his subordinates, to take official actions to benefit his wife, he violated the City's conflicts of interest law, which prohibits City employees from using their City positions to benefit themselves or someone with whom they are associated, which would include a spouse, sibling, parent, child, or an individual with whom or firm with which the City employee has a business or financial relationship. *COIB v. Namnum*, COIB Case No. 2011-860 (2012).

The Board settled an enforcement action against a former New York City Department of Education ("DOE") Human Resources Director for a Children First Network who paid a $4,000 fine for misusing her position with DOE to give her two adult children an advantage in getting jobs at DOE schools in her Network. In a public disposition of the Board's charges, the now former DOE employee admitted that, while working as the Human Resources Director for Children First Network #106, she recommended her daughter be hired for a position at a school in her Network and later attempted to prevent her daughter from being terminated. She also admitted to giving her son an advantage in being considered for a position at another school by passing his resume along to that school's principal. The former HR Director acknowledged her actions on her children's behalf violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position to obtain any private or personal advantage for the public servant or for any person associated with the public servant. *COIB v. Nero*, COIB Case No. 2011-636 (2012).

A Teacher for the New York City Department of Education ("DOE") paid the Board a $4,000 fine for selling bars of soap to his students and for incentivizing those sales by offering ten Character Incentive Program "keys" and then a "no homework pass" in exchange for each purchase. The Teacher admitted that, during the 2011-2012 school year, his school held a Character Incentive Program, designed to help students improve social skills and academics and build good character. As part of the program, teachers would give students "keys" which could later be redeemed for small items. In November 2011, during class, the Teacher told his students that he was selling soap for $3.00 or $4.00 a bar and, with each purchase, he would give the student 10 "keys." In January 2012, during class, the Teacher told his students that, for each bar of soap purchase, the student would also receive one "no homework pass." At least three students purchased one bar of soap each, receiving 10 "keys" each; one student purchased three bars of soap and received 30 "keys"; and at least one student received a "no homework pass." The Teacher acknowledged that, in so doing, he violated the City's conflicts of interest law provisions prohibiting public servants from using their City positions to benefit themselves and from using City time for a non-City purpose. *COIB v. Scanterbury*, COIB Case No. 2012-328 (2012).

A former Assistant to the Chief Engineer in the Bureau of Engineering at the New York City Department of Sanitation ("DSNY") paid the Board a $7,500 fine for his multiple violations of the City of New York's conflicts of interest law. Also, in the first case of its kind since City voters approved, in November 2010, an amendment to the conflicts of interest law giving the Board the power to order the disgorgement of any gain or benefit obtained as a result a violation of the conflicts of interest law, the former Assistant paid the Board, in addition to the fine, the value of the benefit he received as a result of his violations. First, the former Assistant admitted that he referred a DSNY subordinate to an attorney to represent her in a personal injury lawsuit, for which referral the former Assistant received a fee, in the amount of $1,696.82. The former Assistant acknowledged that, in so doing, he violated the provisions of the City's conflicts of interest law that prohibit City employees from using their City positions to obtain a personal financial benefit and from entering into a business or financial relationship with a City superior or subordinate. Second, the former Assistant admitted that he performed work on his subordinate's personal injury lawsuit and on another compensated legal matter on City time and using City resources, including his DSNY office for meetings and his DSNY computer, telephone, and e-mail account. The former Assistant acknowledged that, in so doing, he violated the provisions of the City's conflicts of interest law that prohibit City employees from using City time or City resources for any non-City purpose, especially for any private business purpose. Finally, the former Assistant admitted that he provided to a private law firm, for a personal, non-City purpose, disciplinary complaints concerning a DSNY employee, which complaints included the employee's home address, date of birth, and Social Security number. The former Assistant acknowledged that, in so doing, he violated the provision of the City's conflicts of interest law that prohibits City employees from using information that is not otherwise available to the public for the public servant's own personal benefit or for the benefit of any person or firm associated with the public servant (including a parent, child, sibling, spouse, domestic partner, employer, or business associate) or to disclose confidential information obtained as a result of the public servant's official duties for any reason. For these violations, the former Assistant paid the Board a $7,500 fine as well as the value of the benefit he received as a result of the violations, namely the referral fee, in the amount of $1,696.82. *COIB v. S. Taylor*, COIB Case No. 2011-193 (2012).

In a joint disposition with the Board and the New York City Department of Health and Mental Hygiene ("DOHMH"), a Scientist in the Office of Radiological Health in the DOHMH Bureau of Environmental Sciences and Engineering agreed to pay a $6,000 fine to the Board. In a joint settlement of an agency disciplinary action and a Board enforcement action, the Scientist acknowledged that, in a public disposition in January 2009, he admitted that he had identified himself as a DOHMH employee by his DOHMH title, address, telephone number, and e-mail address in a scholarly article without submitting the article through the DOHMH vetting process and that, for this conduct, he paid a fine to DOHMH equal to three days' pay, valued at $699. The Scientist admitted that, within one month of signing that agreement, he began submitting articles for publication in a different journal, still without DOHMH approval, but instead of identifying himself by his DOHMH title and work address, he identified himself as if he were affiliated with Brooklyn Hospital Center, which he was not. This course of action was suggested to him by a physician at Brooklyn Hospital Center with whom the Scientist deals as part of his official DOHMH duties. The Scientist continued to use his DOHMH e-mail address, phone number, and fax number in connection with these submissions and publications. He also used,

without permission, the staff at the DOHMH Health Library to do research for his private publications and used his City computer and e-mail account, at times he was required to be performing work for DOHMH, to research and write the articles. This conduct violated the DOHMH Standards of Conduct and the City's conflicts of interest law, specifically the provisions that prohibit City employees from using their City positions to advance a private or personal interest and prohibit City employees from using City time or City resources for any non-City purpose. *COIB v. D. Hayes*, COIB Case No. 2012-399 (2012).

In a joint disposition with the Board and the New York City Department of Health and Mental Hygiene ("DOHMH"), a Principal Administrative Associate in the DOHMH Office of Vital Records agreed to serve a twenty-five work-day suspension, valued at $4,686.35, for accessing the Electronic Vital Events Registration System ("EVERS") to view confidential information concerning his deceased brother, although he had signed a confidentiality agreement just a few months earlier affirming that he would not access the system for any unauthorized purpose. EVERS is a confidential system used by medical facilities and funeral directors pre-authorized by DOHMH to report births and deaths to DOHMH; upon receipt of all required information, DOHMH is able to certify a birth or death. Using EVERS the Principal Administrative Associate discovered that the required information for processing his brother's death certificate had not been completed by the funeral director. He then disclosed that confidential information to his sister with instructions to contact the funeral director, which she did. The Principal Administrative Associate acknowledged he violated provisions of the City's conflicts of interest law that (1) prohibit a City employee from disclosing or using confidential information obtained as a result of his or her official duties to advance any direct or indirect financial or other private interest of the City employee and (2) prohibit a City employee from using his or her City position to obtain any financial gain or other private or personal advantage. *COIB v. B. Williams*, COIB Case No. 2012-367 (2012).

A Principal for the New York City Department of Education ("DOE") paid a $3,500 fine for three violations of the City's conflicts of interest law. First, the Principal admitted that, in 2007, she met with the Director of a firm that had business dealings with her school to discuss expanding that firm's involvement at her school. The Principal recommended her sister for a position coordinating that firm's new program at the Principal's school. The Principal's sister was hired by the firm. The Principal acknowledged that, by recommending her sister for a position with a vendor to her school, she violated the City's conflicts of interest law provision prohibiting public servants from using their City positions to benefit themselves or a person or firm with which the public servant is "associated." The Principal was "associated" with her sister within the meaning of the City's conflicts of interest law. The Principal also admitted that, in December 2008, she paid a subordinate DOE employee $60 to prepare food on the subordinate's own time for a school Christmas party that the Principal hosted in her home. The Principal acknowledged that, by having her City subordinate prepare food for a party that she was hosting, she used her City position to obtain a private benefit, and by paying her subordinate, she entered into a financial relationship with her, both in violation of the City's conflicts of interest law. *COIB v. Passarella*, COIB Case No. 2011-531 (2012).

In a joint disposition with the Board and the New York City Administration for Children's Services, a Supervisor of Mechanical Installations was fined $1,250, payable to the

Board, and five days' pay, valued at approximately $1,256, payable to ACS, for using a subordinate ACS employee to serve divorce papers on his wife during their City work hours. As part of his official duties, the Supervisor of Mechanical Installations was responsible for supervising Maintenance Workers at the Crossroads Juvenile Center in Brooklyn ("Crossroads"). The Supervisor of Mechanical Installations admitted that on October 22, 2010, from approximately 7:20 a.m. until 9:40 a.m., he traveled with a subordinate ACS Maintenance Worker from the Crossroads facility to his wife's work location in downtown Manhattan so that the Maintenance Worker could serve the Supervisor's wife with divorce papers. The Supervisor of Mechanical Installations and the Maintenance Worker were required to be performing work for the City during the time they traveled to Manhattan. The Supervisor of Mechanical Installations admitted that: (1) by using a subordinate employee to avoid the personal expense of hiring a process server, he violated City Charter § 2604(b)(3), which prohibits any public servant from using his or her position to obtain any financial gain or personal advantage; (2) by serving divorce papers on his wife during his City work hours, he violated City Charter § 2604(b)(2), pursuant to Board Rules § 1-13(a), which prohibits any public servant from pursuing personal activities during times the public servant is required to perform services for the City; (3) by using a subordinate employee to serve divorce papers on the Supervisor's wife during the subordinate's City work hours, he violated City Charter § 2604(b)(2), pursuant to Board Rules § 1-13(b), which prohibits any public servant from using City resources, including City personnel, for any non-City purpose; and (4) by using a subordinate employee to serve divorce papers on his wife during the subordinate employee's City work hours, he caused the subordinate employee to violate Chapter 68, thereby violating City Charter § 2604(b)(2), pursuant to Board Rules § 1-13(d), which prohibits any public servant from causing another public servant to violate the conflicts of interest law. *COIB v. R. Gonzalez*, COIB Case No. 2011-055 (2012).

In a joint disposition with the Board and the New York City Department of Education ("DOE"), a former Network Leader for the Children First Network #208 ("CFN #208") was fined $4,000 for causing his wife to be hired for an open teaching position and for subsequently attempting to prevent his wife's position from being excessed. As part of his official DOE duties, the Network Leader was responsible for providing instructional and operational support to DOE principals within his network. In or around February 2011, while preparing a Principal for a state audit, the Network Leader discussed his wife's qualifications for an open teaching position with the Principal, for which teaching position the Network Leader's wife was hired. Subsequently, in or around June 2011, upon learning that his wife's teaching position would be excessed as a a result of budgetary constraints, the Network Leader directed a subordinate employee to contact the Principal and to instruct her that his wife's teaching position could not be excessed. The former Network Leader admitted that he violated City Charter § 2604(b)(3) by intending to cause the Principal to hire his wife and subsequently intending to cause the DOE Principal to retain his wife's position at the school. *COIB v. O'Mahoney*, COIB Case No. 2011-720 (2012).

The Board issued a Public Warning Letter to a former Assistant Director of Nursing for the New York City Health and Hospitals Corporation ("HHC") for soliciting two subordinate HHC nurses to purchase life insurance from her son, one of whom actually purchased the life insurance. In or around July 2011, the Assistant Director of Nursing contacted a nurse whom she supervised at Elmhurst Hospital Center and asked her to purchase life insurance from her son. The Assistant Director of Nursing subsequently accompanied her son on a visit to the nurse's

home, during which visit the Assistant Director of Nursing's son solicited the nurse to purchase life insurance. On at least one other occasion, the Assistant Director of Nursing referred another HHC nurse whom she supervised to her son to purchase life insurance. While not pursuing further enforcement action, the Board took the opportunity of this Public Warning Letter to remind public servants that the City's conflicts of interest law prohibits public servants from using or attempting to use their City positions to obtain any financial gain or personal advantage for the public servant or any person associated with the public servant. *COIB v. E. Morales*, COIB Case No. 2012-172 (2012).

The Board and the New York City Human Resources Administration ("HRA") concluded a joint settlement with a Job Opportunity Specialist who agreed to irrevocably resign his position with HRA and not seek future employment with HRA for, among other conduct, asking an HRA client to care for his pet ferret in exchange for a sum of money. As part of his official HRA duties, the Job Opportunity Specialist was responsible for conducting home visits to HRA clients who receive public benefits. The Job Opportunity Specialist admitted that, during the course of a home visit to an HRA client, he asked the client to care for his pet ferret in exchange for a sum of money. The Job Opportunity Specialist admitted that his conduct violated the City's conflicts of interest law, which prohibits a City employee from using his or her position to obtain any personal or private advantage. *COIB v. K. Hope*, COIB Case No. 2012-230 (2012).

In a joint disposition with the Board and the New York City Administration for Children's Services ("ACS"), the Program Manager of Family Permanency Operations agreed to serve a twelve work-day suspension, valued at $3,861, for accessing the New York State Central Register's confidential database, CONNECTIONS, on three occasions to view information about her adult daughter. CONNECTIONS is a confidential database of child abuse and maltreatment investigations and is used by ACS and other child protective services throughout New York State. The Program Manager then used that confidential information she obtained to contact the ACS attorney assigned to handle her adult daughter's case in Family Court. In her conversation with the ACS attorney, the Program Manager identified herself by her ACS title and sought to discuss the substance of her adult daughter's case. The Program Manager acknowledged she violated provisions of the City's conflicts of interest law that (1) prohibit a City employee from disclosing or using confidential information obtained as a result of his or her official duties to advance any direct or indirect financial or other private interest of the City employee and (2) prohibit a City employee from using his or her City position to obtain any financial gain or other personal advantage. *COIB v. Cortez*, COIB Case No. 2012-339 (2012).

The Board issued a public warning letter to the Director of Human Resources for the New York City Department for the Aging ("DFTA") who asked his subordinate, a Secretary, to prepare a letter from him to the New Jersey Motor Vehicle Commissioner concerning a complaint of insurance fraud the Director was handling for his elderly father arising from a car accident in which he was involved. The Director asked his subordinate to perform this purely personal task for him during hours she was required to be performing work for DFTA. The Board advised that, by using his position as the Director of Human Resources to have his subordinate perform a purely personal task on his behalf during hours she should have been performing work for DFTA, he used his City position to obtain a personal benefit and used City

personnel for a non-City purpose, both in violation of the City's conflicts of interest law. *COIB v. R. Lorenzo*, COIB Case No. 2011-825a (2012).

A Principal for the New York City Department of Education ("DOE") paid the Board a $2,500 fine for violating the City's conflicts of interest law by discussing his two sons' employment prospects with a company whose work he evaluates as part of his official duties as a Principal. In a joint settlement with the Board and DOE, the Principal admitted that he twice called the Vice President of the company that contracts to clean his school and asked if his sons could apply for positions with the company. The Vice President hired one son, but not the other. *COIB v. Strauss*, COIB Case No. 2010-762 (2012).

A former Principal for the New York City Department of Education ("DOE") admitted in a public disposition that he violated the City's conflicts of interest law by failing to account for $1,860 that he collected from two snack machine vendors as commission payments from vending machines in his school. The Principal asked the vendors to pay the snack machine commissions in cash and he could not account for any of $1,860 they paid him. In settlement of related disciplinary charges that were brought against him by DOE, the then-Principal agreed to be demoted to the position of Teacher, resulting in a $39,003 reduction in his annual salary. The Board imposed no additional penalty in its case. *COIB v. Shepherd*, COIB Case No. 2009-598 (2012).

A former City Planner at the New York City Department of City Planning ("DCP") paid a $6,500 fine to the Board for using City resources and her City position for her personal benefit. The former City Planner admitted that in 2007 she created a fake City parking placard and, from 2007 to 2011, displayed it in her private vehicle to avoid receiving parking tickets for parking in otherwise prohibited spaces. The fake City parking placard fraudulently utilized the logo of the City of New York and fraudulently stated that it was issued by DCP. The former City Planner admitted that, on three occasions, she used the fake City parking placard to have parking summons dismissed at the New York City Department of Finance Parking Violations Operations ("PVO") hearings. At each PVO hearing, the former City planner presented the fake City parking placard as if it were legitimate and represented herself as a DCP employee; as a result, each time, the summons was dismissed. The former City Planner acknowledged she violated the City's conflicts of interest law by using her DCP position to obtain a personal benefit and by using a City resource for a non-City purpose. *COIB v. K. Stewart*, COIB Case No. 2012-162 (2012).

The Board issued a public warning letter to an English as a Second Language ("ESL") Teacher. In addition to his job working for the New York City Department of Education ("DOE"), the ESL Teacher also worked as a lead teacher at Perfect Score Tutoring, a provider of Supplemental Educational Services ("SES") to eligible DOE students. In October 2010, the ESL Teacher directed a student in his ESL class to write "Perfect Score Tutoring" on each of fifteen incomplete enrollment forms he received from the parents of students in his ESL class, instead of returning them to the parents to complete as required by DOE. The Board advised the ESL Teacher that, by enrolling fifteen of his ESL students in Perfect Score's SES program, he used his City position to obtain a financial benefit for his outside employer in violation of City Charter § 2604(b)(3). *COIB v. Portes*, COIB Case No. 2011-337 (2012).

A Principal for the New York City Department of Education ("DOE") paid a $1,000 fine to the Board for using his City position and a City resource for his personal benefit. The Principal admitted that, in July 2007, he accepted the donation of a grand piano to his school. In Spring 2009, the Principal hired a private moving company to move the piano from his school to his residence for his personal use; he did not seek permission from anyone senior to himself at DOE prior to making this move. The Principal acknowledged that he violated the City's conflicts of interest law by using his DOE position to take a City resource home for his personal use. In setting the $1,000 fine, the Board took into account that, in resolution of disciplinary proceedings that were brought by DOE arising out of the same conduct, the Principal resigned from DOE in March 2010 and returned the piano. *COIB v. Neblett*, COIB Case No. 2010-015 (2012).

A Teacher for the New York City Department of Education ("DOE") paid a $1,000 fine to the Board for using her City position and a City resource for her personal benefit. The Teacher admitted that her school was provided with 11 official City parking placards, to be used by the school's principal and the school staff on a first-come, first-served basis. The Teacher made an unauthorized photocopy of one of these official City parking placards and then used it for her personal use to park near the school without receiving parking tickets. The Teacher acknowledged she violated the City's conflicts of interest law by using her DOE position to obtain a personal benefit and by using a City resource for a non-City purpose. *COIB v. Mercado*, COIB Case No. 2011-478 (2012).

A Principal for the New York City Department of Education ("DOE") paid a $1,500 fine to the Board for using her City position to benefit her brother. In a joint settlement with the Board and DOE, the Principal admitted that, in 2007, the Chief Executive Officer of a firm with business dealings with her school told her that the firm was looking for a data entry person. The Principal provided the CEO with the names of several parents of students at her school as well as the name of her brother, who has a different last name than the Principal and who she only identified as a "relative." The Principal's brother was hired by the firm and worked there for close to two years. The Principal acknowledged that, by providing her brother's name for an open position with a vendor to her school, she violated the City's conflicts of interest law provision prohibiting public servants from using their City positions to benefit themselves or a person or firm with which the public servant is "associated." The Principal was "associated" with her brother within the meaning of the City's conflicts of interest law. *COIB v. Silver*, COIB Case No. 2010-672 (2012).

A Child Protective Specialist II for the New York City Administration for Children Services ("ACS") agreed to be suspended for twelve work days, valued at approximately $2,348, for misusing confidential information and her ACS position. In a joint settlement with the Board and ACS, the Child Protective Specialist admitted that she accessed the New York State Central Registrar's confidential database, CONNECTIONS, on one occasion to view information about her niece. CONNECTIONS is a confidential database of child abuse and maltreatment investigations and is used by ACS and other child protective services throughout New York State. The Child Protective Specialist then used that confidential information she obtained to send an e-mail to the foster care agency responsible for her niece, requesting that her niece be

placed in her home. In her e-mail to the foster care agency, the Child Protective Specialist identified herself by her ACS title, even though she had no official responsibility for her niece's case The Child Protective Specialist acknowledged she violated provisions of the City's conflicts of interest law that (1) prohibit a City employee from disclosing or using confidential information obtained as a result of his or her official duties to advance any direct or indirect financial or other private interest of the City employee and from disclosing that information for any purpose and (2) prohibit a City employee from using his or her City position to obtain any financial gain or other personal advantage. *COIB v. Gamble*, COIB Case No. 2012-045 (2012).

In a joint disposition with the Board and the New York City Department of Education ("DOE"), the Principal of P.S. 382X acknowledged that, on approximately 10 occasions in September and October 2010, she asked her subordinate, a teacher at P.S. 382X, to babysit her brother's son at times when the teacher was required to be teaching her regular students; the teacher babysat the Principal's nephew on each of those occasions. Second, the Principal acknowledged that, in December 2009, her sister was hired to be a Family Worker at P.S. 386X, which is housed in the same building at P.S. 382X. After her sister was hired, the Principal became her direct supervisor and the Principal wrote her sister's 2011 evaluation, which was signed by the Principal of P.S. 386X. The Principal of P.S. 382X acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from using his or her City position to benefit himself or herself or a person or firm with which he or she is associated. The Principal was "associated" with her brother and with her sister within the meaning of the City's conflicts of interest law. For this misconduct, the Principal agreed to pay a $4,500 fine to the Board and to have the disposition constitute a formal reprimand by DOE. *COIB v. Connell-Cowell*, COIB Case No. 2010-836 (2012).

In a joint disposition with the Board and the New York City Department of Education ("DOE"), the Principal of The Bay School PS/MS 105 acknowledged that on November 10, 2010, her son, who was not a Bay School student, visited the school and, while there, was approached by a Bay School math teacher about how he was doing in college. The Principal's son responded that he was struggling in calculus; the Bay School math teacher offered to help him, which the teacher did during his lunch break. In order to give Bay School math teacher more time to tutor her son, the Principal cancelled the math teacher's next class and directed the affected students to the school's auditorium to join another class watching "The Karate Kid." The Principal acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from using his or her City position to benefit himself or herself or a person or firm with which he or she is associated. The Principal was "associated" with her son within the meaning of the City's conflicts of interest law. For this misconduct, the Principal agreed to pay a $2,000 fine to the Board and to have the disposition constitute a formal reprimand by DOE. *COIB v. L. Shapiro*, COIB Case No. 2011-445 (2012).

The Board fined the former Commissioner of the New York City Department of Finance $22,000 for her multiple violations of the City's conflicts of interest law. The former Finance Commissioner acknowledged that, in February 2005, advice was sought from the Board on her behalf as to whether, in light of her position as Finance Commissioner, she could serve as a paid independent member of the Board of Directors of Tarragon Realty Investors Inc., a publicly-traded real estate investment company with no real estate in New York City. The Board advised,

in writing, that she could serve as a Tarragon Board Member, provided that, among other things, she not use her City position to obtain any advantage for Tarragon or its officers or directors and she not use any City equipment, letterhead, personnel, or resources in connection with her Board service. Despite these written instructions from the Board, the former Finance Commissioner proceeded to engage in such prohibited conduct. First, the Finance Commissioner admitted that, from March 2005 through April 2009, she used her City computer and City e-mail account to send and receive approximately 300 e-mails related to Tarragon. The former Finance Commissioner acknowledged that this conduct violated the City's conflicts of interest law, which prohibits any public servant from using City equipment or resources for any non-City purpose. Second, the former Finance Commissioner admitted that, in August 2007, she sent two e-mails in particular from her Finance e-mail account on behalf of Tarragon. The first was to a Senior Client Manager at a bank, with whom and with which bank she had dealt in her official capacity as Finance Commissioner, inquiring about the time frame for the bank's decision to extend loan commitments and provide additional financing to Tarragon on some of its properties for which the bank held mortgages and about whether that time frame might be extended. The second was to a Senior Program Analyst in the Governmental Liaison Office of the Internal Revenue Service inquiring about the issuance of a federal tax refund owed to Tarragon and the IRS's then current timeframe for issuing refund checks and when the refund might be issued in light of the major liquidity issues being faced by Tarragon. In both e-mails, the former Finance Commissioner identified herself as the Finance Commissioner. The former Finance Commissioner acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from using his or her City position to benefit himself or herself or a person or firm with which he or she is associated. As a paid independent director of Tarragon, the former Finance Commissioner was "associated" with Tarragon within the meaning of the City's conflicts of interest law. Third, the former Finance Commissioner admitted that she asked the First Deputy Commissioner at Finance and the former Commissioner's Executive Assistant at Finance to perform administrative tasks for her on Tarragon-related matters, which tasks these subordinates performed. The former Finance Commissioner acknowledged that this conduct violated the City's conflicts of interest law, which prohibits any public servant from using City personnel for any non-City purpose. Separately, the former Finance Commissioner admitted that she sent an e-mail from her Finance e-mail account to the Vice President and General Counsel at a corporation that owns approximately twenty luxury rental apartment buildings in the City, with whom and with which owner she had dealt in her official capacity as Finance Commissioner, asking the Vice President to assist her registered domestic partner in looking for an apartment, which ultimately resulted in her renting an apartment in one of the corporation's buildings. In this e-mail, the former Finance Commissioner identified herself as the Finance Commissioner. The former Finance Commissioner acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from using his or her City position to benefit himself or herself or a person or firm with which he or she is associated. The former Finance Commissioner acknowledged that she was "associated" with her domestic partner within the meaning of the City's conflicts of interest law. The former Finance Commissioner also admitted that she sent an e-mail from her Finance e-mail account to the Senior Vice President of a trade association representing real estate interests in New York State, with whom and with which entity she had dealt in her official capacity as Finance Commissioner, and who was also a personal friend, for assistance for her recently laid off step-sister in finding a new job. In this e-mail, the former Finance Commissioner identified herself as the Finance Commissioner. The

former Finance Commissioner acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from using his or her City position to benefit himself or herself or a person or firm with which he or she is associated. The former Finance Commissioner acknowledged that she was "associated" with her step-sister within the meaning of the City's conflicts of interest law. Finally, the former Finance Commissioner admitted that, in June and July 2008, she was personally and directly involved in the employment of her half-brother, who was employed at Finance as a paid summer and part-time college aide, including intervening with her half-brother's supervisor concerning supervisory and performance issues. The former Finance Commissioner acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from using his or her City position to benefit himself or herself or a person or firm with which he or she is associated. The former Finance Commissioner acknowledged that she was "associated" with her half-brother within the meaning of the City's conflicts of interest law. *COIB v. Stark*, COIB Case No. 2011-480 (2012).

The Board and the New York City Department of Education concluded a joint settlement with the Principal of P.S. 102 in the Bronx who paid a $1,250 fine to the Board for twice approaching her subordinate, a School Aide at P.S. 102, to ask her to clean and organize the Principal's apartment: once in Summer 2009, for which work the Principal paid the School Aide $100, and again in August 2010, when the Principal paid the School Aide $50. The Principal acknowledged that her conduct violated the City of New York's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant *and* prohibits a public servant from entering into a business or financial relationship with a superior or subordinate of the public servant. *COIB v. Trezevantte*, COIB Case No. 2011-302 (2012).

The Board issued a public warning letter jointly with the New York City Department of Sanitation ("DSNY") to a DSNY District Superintendent assigned to DSNY Garage number BK-17 who accepted $800 from her subordinates at BK-17. The money had been collected by the BK-17 Shop Stewards for the purpose of enabling her to repair her personal vehicle, which had been scratched while at the BK-17 Garage; the District Superintendent did not initiate the collection or solicit the $800, and she agreed to return the $800. In the warning letter, the Board advised the District Superintendent that, by accepting an $800 gift from her subordinates, even a gift that was unsolicited, she used her City position as a supervisor to obtain a personal financial benefit in violation of City Charter § 2604(b)(3). *COIB v. Mooney*, COIB Case No. 2012-201 (2012).

The Board and the New York City Department of Finance, concluded a joint settlement with a Department of Finance employee who borrowed a total of $26,600 from several City colleagues, including $600 from a Sales Tax Auditor whom he indirectly supervised in the Sales Tax Unit where he worked as an Assistant Director. The loans, including the $600 to the subordinate, have, for the most part, been repaid. In a public disposition, the Assistant Director acknowledged that his conduct violated the Department of Finance Code of Conduct and that his receipt of a loan from a subordinate City employee also violated the City's conflicts of interest law. As part of the settlement, the Assistant Director agreed to a demotion, resulting in an

$8,000 reduction in annual salary. He also agreed to repay the amounts he still owes three of his Finance colleagues. *COIB v. Perotti*, COIB Case No. 2011-868 (2012).

A New York City Administration for Children's Services ("ACS") employee paid a $3,000 fine to the Board for using her position as an ACS Transportation Dispatcher to have an ACS transportation vendor drive her home multiple times for free. ACS paid the vendor to provide standby car service to transport children in the agency's care and their caseworkers. In a public disposition, the Transportation Dispatcher admitted that she repeatedly asked two standby drivers to drive her home from ACS while they were on-duty waiting to respond to the emergency and non-emergency needs of ACS. The drivers obliged on approximately eight to ten occasions and drove her home even though the trips were not authorized by ACS and diverted resources from their intended purpose of safely and efficiently transporting children in the agency's care. The Transportation Dispatcher acknowledged that her conduct violated City's conflicts of interest law, which prohibits public servants from using City resources for non-City purposes and from using their City positions for financial gain. *COIB v. Wiltshire*, COIB Case No. 2011-456 (2012).

The Board and the New York City Administration for Children's Services ("ACS") concluded a three-way settlement with a Supervising Special Officer I for the ACS Division of Youth and Family Justice who had a second job working as a representative for Primerica, a multi-level marketing company that sells primarily life insurance, along with other financial products. The Supervising Special Officer admitted that, at times when she was required to be performing work for the City, she attempted to sell and sold life insurance and other financial investments to her City subordinates and to fellow Sergeants, for which sales she earned a commission. The Supervising Special Officer acknowledged that her conduct violated the City of New York's conflicts of interest law, which prohibits a public servant from (a) using his or her City position for any personal benefit; (b) entering into a business or financial relationship with his or her City superior or subordinate; and (c) using City time for any non-City purpose. For this misconduct, the Supervising Special Officer agreed to be suspended for thirty calendar days without pay, valued at $3,926.67. *COIB v. C. Hines*, COIB Case No. 2011-664 (2012).

The Board and the New York City Administration for Children's Services ("ACS") concluded a three-way settlement with a Child Protective Specialist Supervisor II who agreed to be suspended for four days, valued at $1,172.20, for making a color photocopy of a City parking placard and then using it to avoid receiving parking tickets while parking her personal vehicle over a three-month period. The parking placard was issued by the New York City Department of Transportation to ACS for ACS employees to use only when their performing official ACS duties. The Child Protective Specialist Supervisor acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using his or her City position for any personal benefit and from using City resources for any non-City purpose. *COIB v. Harris*, COIB Case No. 2011-547 (2012).

The Board issued its Findings of Facts, Conclusions of Law, and Order detailing its determination that a New York City Department of Education ("DOE") Custodian violated the City's conflicts of interest law when he used a custodial employee to repair the roof and clean the gutters of a house he owns in Staten Island and then falsified DOE payroll records to pay the

employee for that work with DOE funds. The Board found the Custodian violated two provisions of the City's conflicts of interest law, which prohibits public servants from using their positions with the City for financial gain and from using City resources for any non-City purpose. As a penalty, the Board fined the now former Custodian $2,500 for misusing his position as a public servant to arrange for a subordinate to perform private home repairs and $5,000 for using DOE funds (a City resource) to pay for those repairs. The Board's Order adopts the Report and Recommendation of New York City Office of Administrative Trials and Hearings Administrative Law Judge Kevin F. Casey, issued after a hearing on the merits. *COIB v. Zackria*, OATH Index No. 2525/11, COIB Case No. 2010-609 (Order Jan. 30, 2012).

The Board issued its Findings of Facts, Conclusions of Law, and Order fining an Inspector for the New York City Department of Buildings ("DOB") who, on January 17, 2009, invoked his City position and used his Inspector's badge in an effort to get special treatment for his incarcerated son. The Board's Order adopts the Report and Recommendation of the Office of Administrative Trials and Hearings ("OATH"), issued after a full trial before Administrative Law Judge ("ALJ") Kevin F. Casey. The Board found that the ALJ correctly determined that the Inspector called the New York City Police Department ("NYPD") Transit District No. 12, where his son was being held for subway fare evasion, and identified himself as a City Inspector and asked that his son be treated with courtesy; the Inspector arrived at Transit District No. 12 later that night, again identified himself as a City Inspector, showed his DOB inspector shield, and demanded to see his son, that the charges against his son be dropped, and that his son be released. The ALJ found, and the Board adopted as its own findings, that the Inspector's conduct violated the City's conflicts of interest law, which prohibits a public servant from using his City position to benefit himself or any person or firm associated with the public servant <u>and</u> which also prohibits a public servant from using a City resource – which includes one's City identification, badge, or shield – for any personal, non-City purpose, such as attempting to obtain a special advantage not available to a member of the general public. For these violations, the ALJ recommended, and the Board ordered, that the Inspector pay a fine of $2,500. *COIB v. Maldonado*, OATH Index No. 1323/11, COIB Case No. 2010-548 (Order Dec. 8, 2011).

The Board fined a former Senior Supervising Communications Electrician at the New York City Fire Department ("FDNY") $12,500 for supervising his son-in-law from at least 2007, when his son-in-law was a Communications Electrician, until the father-in-law's retirement in 2010. The former Senior Supervising Communications Electrician admitted that, in 2009 and 2010, he approved overtime hours for his son-in-law. This overtime work provided the son-in-law with additional compensation over his regular FDNY salary. The former Senior Supervising Communications Electrician acknowledged that, both by supervising his son-in-law <u>and</u> by approving overtime for his son-in-law, he violated the City's conflicts of interest law, which prohibits a public servant from using his City position to benefit himself or a person or firm with which he is associated. The former Senior Supervising Communications Electrician admitted that his son-in-law was "associated" with him within the meaning of the City's conflicts of interest law. The Board fined the son-in-law, currently a Supervising Communications Electrician at FDNY, $1,500. The son-in-law admitted that his father-in-law had been one of his supervisors soon after the son-in-law was hired by FDNY in 2001 until the father-in-law retired from FDNY in 2010. The son-in-law further admitted that his father-in-law assigned him overtime in 2009 and through April 2010, which provided him with additional compensation

over his regular FDNY salary. The son-in-law acknowledged that, by this conduct, his father-in-law had violated the City's conflicts of interest law, and that, by being under the supervision of his father-in-law, by requesting and accepting overtime assigned to him by his father-in-law, and by having his overtime sheets signed off on by his father-in-law, the son-in-law caused his father-in-law to violate the City's conflicts of interest law, and thus himself violated the City's conflicts of interest law, which prohibits a public servant from soliciting, requesting, commanding, aiding, inducing, or causing another public servant to violate the City's conflicts of interest law. *COIB v. Zerillo*, COIB Case No. 2010-285 (2011); *COIB v. LaBella*, COIB Case No. 2010-285a (2011).

The Board issued a public warning letter to a New York City Department of Education ("DOE") Teacher for asking two students in her class to pass out flyers on behalf of a daycare center with which the Teacher was associated, for which work she paid the students $35. The public warning letter advised the Teacher that, by this conduct, she violated City Charter § 2604(b)(3). In issuing a public warning letter, the Board took into consideration that the Teacher agreed to pay a $10,000 fine to the DOE in resolution of disciplinary proceedings connected with this and other conduct. *COIB v. Inovlotska*, COIB Case No. 2011-317 (2011).

The Board fined a former Bronx Borough President $10,000 in connection with renovating his home with help from the architect of a development project that sought his official approval. The former Borough President admitted to hiring an architect to design a porch and balcony for his City Island home sometime in 2006 when the architect was involved in a project that would require the Borough President's official review and to causing a two-year delay in being billed for the architect's work. The former Bronx Borough President admitted that hiring the architect created a conflict of interest between his public duties and personal interests because, at the time of the hiring, the architect was part of a team seeking the City's approval of a Bronx development, known as "Boricua Village," and, as the affected Borough President, he would play an official role in that approval process. Even though he was not certain of the architect's involvement in Boricua Village when he hired him, the former Borough President knew the architect was associated with similar projects that had come before the Borough President's Office and was chargeable with exercising reasonable care in ascertaining the relevant facts that could create a conflict of interest with his official duties. The former Bronx Borough President further admitted that, even though the initial construction work on the porch was finished in March 2007 and he paid the builders at that time, he did not receive a bill from the architect until after the *New York Daily News* contacted him in March 2009 about the architect's services, at which time he paid the architect for his work. The former Borough President acknowledged his conduct violated the provision of the City's conflicts of interest law that prohibits the City's elected officials and other public servants from using, or attempting to use, their City positions to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any individual or firm associated with the public servant. *COIB v. Carrión*, COIB Case No. 2009-159 (2011).

In a joint settlement with the Board and the New York City Office of Administrative Trials and Hearings ("OATH"), an OATH Clerical Associate forfeited four annual leave days, valued at approximately $596, for allowing a process server unauthorized access to secure, non-public areas of the Environmental Control Board office where she worked to serve a summons

and complaint in furtherance of a civil lawsuit she had filed against her City co-workers. OATH's security rules allow process servers to attempt service only from the public areas of the agency's offices and facilities. In a public disposition, the Clerical Associate acknowledged that her conduct violated the OATH Code of Conduct and the City's conflicts of interest law provision prohibiting City employees from using their City positions for personal or private advantage. *COIB v. Robertson*, COIB Case No. 2011-392 (2011).

The Board adopted the Report and Recommendation of an Administrative Law Judge ("ALJ") of the New York City Office of Administrative Trials and Hearings ("OATH") fining, after a full trial, the Brooklyn Borough President $20,000 for accepting free foreign travel and related accommodations for his wife on three occasions: a trip to Turkey in May 2007, a trip to the Netherlands in March 2009, and a second trip to Turkey in November 2009. For each of these trips, it was undisputed that the Brooklyn Borough President was conducting official business and thus could accept free airfare and related accommodations for himself. However, at no time was the Brooklyn Borough President's wife an employee of the Borough President's Office or of any other City agency. Therefore, her travel was not an expense that could have been properly paid for with City funds; and, thus, if the Borough President wished to have his wife accompany him, he was required to pay for her travel expenses himself. As stated in the Board's Order, the Brooklyn Borough President was so advised by the Board in writing of this requirement prior to the first of the three trips at issue. Notwithstanding that prior notice from the Board, the Brooklyn Borough President accepted travel-related expenses for his wife from the Republic of Turkey for a trip in May 2007, from the Kingdom of the Netherlands in March 2009, and from the Federation of Turkish American Associations in November 2009. While none of these entities has business dealings with the City, and thus the acceptance of gifts from these entities is not proscribed by the Board's Valuable Gift Rule (found in Charter Section 2604(b)(5)), the Board in its Order restated is long-standing advice that "a public servant may violate Charter Section 2604(b)(3) by accepting a gift even if the donor does not have such business dealings, if the public servant is receiving the gift only because of his or her City position." Here, the ALJ made a finding, which the Board adopted, that "Respondent received these trips abroad because of his position as Borough President of Brooklyn and his wife went on all three trips because of her relationship to him. By accepting travel expenses for his wife for each trip, respondent used his position as a public servant for private or personal advantage. Simply put, his wife was able to travel with him abroad – for free." As a penalty, the ALJ recommended, and the Board imposed, a total fine of $20,000, apportioned by the Board follows: $3,000 for the 2007 Turkey trip, $7,000 for the 2009 Netherlands trip, and $10,000 for the 2009 Netherlands trip, which came after the Brooklyn Borough President was most recently on notice that it would be a violation to accept such expenses on behalf of his wife. *COIB v. Markowitz*, OATH Index No. 1400/11, COIB Case No. 2009-181 (Order July 21, 2011).

The Board issued a public warning letter to a former New York City Department of Education ("DOE") Parent Coordinator for having a position with a firm doing business with the DOE and for appearing before the DOE on behalf of the firm while employed at the DOE and during his first year of post-DOE employment. The former Parent Coordinator was employed by a firm as Program Director of an Afterschool Program at his school and, on behalf of the firm, he solicited other DOE schools to purchase the Program. The Afterschool Program was created to teach DOE students how to produce a magazine, for which the former Parent Coordinator

obtained a trademark jointly with his DOE principal. The Parent Coordinator, his then DOE Principal, and the owner of the firm shared the trademark registration fee equally. During the course of the investigation into these allegations by the Special Commissioner of Investigation, the Parent Coordinator resigned from the DOE. Within one year of leaving City service, the former Parent Coordinator continued to communicate with the DOE by soliciting two schools and, the following school year, by acting as an instructor of the Afterschool Program at one. The Board informed the former Parent Coordinator that his conduct violated the City's conflicts of interest law, which, among other things, prohibits a public servant from: (a) having a position with a firm engaged in business dealings with his or her City agency; (b) using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant; (c) having a financial relationship with one's City superior; (d) representing private interests before any City agency; and (e) appearing before his or her former agency within one year of terminating employment with that agency. In issuing the public warning letter, the Board took into consideration that the former Parent Coordinator's DOE superior knew and approved of his operating the Afterschool Program at his school; as a result of that approval, the former Parent Coordinator was unaware that his conduct violated the City's conflicts of interest law; the DOE cancelled the Afterschool Program at those DOE schools that had contracted with the firm; and the Board was satisfied that the former Parent Coordinator was unable to pay a fine. *COIB v. A. Johnson*, COIB Case No. 2010-289a (2011).

The Board and the New York City Department of Education ("DOE") concluded a three-way settlement with a former DOE Teacher who was fined $4,000 by the Board for owning a firm doing business with the DOE and appearing before the DOE on behalf of the firm while employed at the DOE and during his first year of post-City employment. The former Teacher admitted that he created a firm to market a software program he had developed, which firm engaged in business dealings with the DOE both by contracting with schools individually and by contracting with two DOE vendors, one of which vendors operated the school at which the former Teacher was employed. After resigning from the DOE, the former Teacher continued to communicate with those DOE schools that had purchased the software. The former Teacher admitted that his conduct violated the City's conflicts of interest law, which, among other things, prohibits a public servant from: (a) having an ownership interest in a firm engaged in business dealings with his or her City agency, including as a subcontractor where the firm has direct contact with, and responsibility to the City on, projects for which it was the subcontractor; (b) using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant; (c) representing private interests before any City agency; and (d) appearing before his or her former agency within one year of terminating employment with that agency. In setting the amount of the fine, the Board took into consideration that, upon learning of his possible conflict of interest, the former Teacher resigned from the DOE in an attempt to end his prohibited conduct and that, upon being informed of the possible post-employment conflict of interest, the former Teacher immediately contacted the DOE Ethics Officer and, at her request, took steps to end all his post-employment appearances before the DOE and reported his conduct to the Board. *COIB v. Olsen*, COIB Case No. 2011-189 (2011).

The Board issued a public warning letter to a New York City Department of Education Teacher at P. 9 at P.S. 268 in Queens who had a second job as a representative for Primerica – a multi-level marketing company that sells life insurance as well as other types of insurance (home, car, long-term care), financial products like mutual funds, and home loans – for placing his Primerica business card and a gift certificate for a free Primerica "Financial Needs Analysis" inside the envelopes of the holiday greeting cards being sent home to the parents of P. 9 students. (The materials were later removed by other P. 9 staff and the Teacher before the holiday cards went home.) The Board advised the Teacher that, by using his access to the parents of P. 9 student to seek clients for Primerica, he attempted to use his City position to obtain a private financial benefit for himself and Primerica, in violation of the City's conflicts of interest law, which prohibits a public servant from using his or her City position to obtain a personal or private advantage for himself or herself or for any person or firm associated with the public servant, including a private firm that employs the public servant. *COIB v. Cooks*, COIB Case No. 2011-250 (2011).

The Board imposed a $5,000 fine and $345.02 in restitution on a former Supervisor at the New York City Human Resources Administration ("HRA") who used the Electronic Benefit Transfer Card ("EBT card") of an HRA client to make personal purchases. EBT is the method by which the New York State Office of Temporary and Disability Assistance delivers cash and food stamp benefits to New York State's recipient population. Cash and food stamp benefits are deposited into electronic benefit accounts which can be accessed using an EBT Card and a Personal Identification Number ("PIN"). The former Supervisor acknowledged that, in September 2008, she asked an HRA client to give her his EBT card and PIN and then, without authorization, used the HRA client's EBT card to make personal purchases totaling $345.02. The former Supervisor admitted that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant. The Board forgave the $5,000 fine, after taking into consideration the former Supervisor's extraordinary financial hardship, but still required her to make full restitution. *COIB v. Belle,* COIB Case No. 2010-156 (2011).

The Board issued its Findings and Facts, Conclusions of Law, and Order fining a former City Planner of the New York City Department of Housing Preservation and Development ("HPD") $2,000 for sending an e-mail to the owner of the building where she had been subleasing an apartment identifying herself as an HPD employee and requesting that the owner of the building intervene on her behalf to help her obtain her security deposit back from the sublessor. In her e-mail, the City Planner implied that HPD was involved in the City Planner's efforts to obtain her security deposit. The Board's Order adopted the Report and Recommendation of the New York City Office of Administrative Trials and Hearings ("OATH"), issued after a full trial before OATH Administrative Law Judge ("ALJ") Alessandra F. Zorgniotti. The Board found that the ALJ correctly determined that the former City Planner attempted to use her position to obtain her security deposit back by identifying herself as an HPD employee and implying that HPD was involved in her efforts to obtain her security deposit back from the sublessor. The ALJ found, and the Board adopted as its own findings, that the former City Planner's conduct violated the City's conflicts of interest law, which prohibits a public

servant from using his or her City position to benefit himself or herself or someone with whom he or she is associated. For this violation, the ALJ recommended, and the Board ordered, that the former City Planner pay a fine of $2,000. *COIB v. C. Dixon,* OATH Index. No. 585/11, COIB Case No. 2009-792 (Order June 1, 2011).

The Board and the New York City Department of Citywide Administrative Services ("DCAS") concluded a joint settlement with a DCAS Security Aide who had two contract security officers clean his son-in-law's automotive repair shop for free. The Security Aide acknowledged that he asked two Security Guards employed by Allied Barton Security Services, who provide security at a DCAS building to which he is assigned, to clean his son-in-law's automotive repair shop, for which work he did not compensate them. The Security Aide acknowledged that his conduct violated the City of New York's conflict of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant. The Security Aide was suspended for 20 days by DCAS (valued at approximately $2,423) and agreed to pay the two Allied Barton Security Guards a total of $277.28 for their work at his son-in-law's repair shop. *COIB v. Barrington,* COIB Case No. 2010-329 (2011).

The Board concluded a settlement with a former Deputy Inspector General at the New York City Department of Investigation ("DOI") concerning his multiple violations of the City of New York's conflicts of interest law. The former Deputy Inspector General admitted that, in addition to working for DOI, he also worked as a representative for ACN. ACN is a multi-level marketing company in which ACN representatives sell a variety of telecommunications products and services – such as videophones, digital phone service, and high-speed internet service – directly to consumers, for which sales they earn a commission, as well as earning a percentage of the commission earned by representatives whom they sign up to work for ACN. The former Deputy Inspector General admitted that, at times he was required to be working for DOI, he had multiple conversations with his subordinates about ACN, in an effort to get them to purchase an ACN videophone or to become an ACN representative. As part of his ACN-related marketing efforts, the Deputy Inspector General used a DOI computer to show a subordinate the ACN website and used DOI IT resources in order to demonstrate to his subordinates how an ACN videophone worked. He also used his DOI computer and DOI e-mail account to send five e-mails to his DOI subordinate about ACN. The former Inspector General acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant; prohibits a public servant from using City resources, such as a City computer or other IT resources or the public servant's City e-mail account, for non-City purposes; and prohibits using City time for non-City purposes. The former Deputy Inspector General also admitted that he purchased a laptop computer from his DOI subordinate for $300. The former Deputy Inspector General acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from entering into a business or financial relationship, which would include the sale of an item greater than $25, with the public servant's City superior or subordinate. For his misconduct, the former Deputy Inspector General was removed by DOI from that position and transferred out of the

investigative division to an administrative unit. In his new position, his salary was reduced by $15,000 and he has no supervisory responsibility. The former Deputy Inspector General was also removed by DOI from its peace officer program. In consideration of these agency-imposed penalties, the Board did not impose any separate fine. *COIB v. Jordan*, COIB Case No. 2010-842 (2011).

The Board concluded a joint settlement with the New York City Administration for Children's Services/Department of Juvenile Justice ("ACS/DJJ") and an ACS/DJJ Juvenile Counselor who abused the power of her position for personal gain. In a public disposition, the Juvenile Counselor admitted to refusing to allow a female resident of Horizon Juvenile Center, who was then 32-weeks pregnant, to use the restroom facility unless the resident wrote a statement in favor of the Juvenile Counselor. The Juvenile Counselor acknowledged that this conduct violated the City's conflicts of interest law provision prohibiting City employees from using their City positions to obtain any personal and private advantage. As a penalty, the Juvenile Counselor agreed to serve a 30-day suspension (valued at approximately $3,352). *COIB v. Lowe*, COIB Case No. 2010-573 (2011).

The Board issued its Findings of Facts, Conclusions of Law, and Order fining a former Custodian for the New York City Department of Education ("DOE") who, in 2006, hired a home improvement contractor with whom she was engaged in personal business dealings to work as a Custodial Cleaner at her school and then authorized payments to him for work he never performed. The Board's Order adopts in substantial part the Report and Recommendation of the Office of Administrative Trials and Hearings ("OATH"), issued after a full trial before Administrative Law Judge ("ALJ") Alessandra Zorgniotti. The Board found that the ALJ correctly determined that the former Custodian hired her associate; paid this associate approximately $14,494 in City funds for work he never performed at the school; and facilitated the payment of such funds by punching her associate's DOE timecard for him and approving his payroll documents. The ALJ found, and the Board adopted as its own findings, that the former Custodian's conduct violated the City's conflicts of interest law, which prohibits a public servant from using his or her position to benefit an associated person. The former Custodian and the construction worker were "associated" within the meaning of the conflicts of interest law because, at the time she hired him to work at the school, he had been performing home improvements for pay on her private properties. The former Custodian misused her City position to hire her associate and to punch his timecard and falsify payroll documents. The former Custodian also violated the conflicts of interest law by using City resources for non-City purposes by paying her associate with DOE funds for work at the school he never performed. For these violations, the ALJ recommended, and the Board ordered, that the former Custodian pay a fine of $20,000. *COIB v. Tatum*, OATH Index No. 2891/10, COIB Case No. 2009-467 (Order Apr. 5, 2011).

The Board concluded a joint settlement with the New York City Department of Environmental Protection ("DEP") and an Environmental Police Sergeant who abused the authority of his City position to intimidate car wash employees in order to avoid paying for services they had performed on his personal car. In a public disposition, the DEP Police Sergeant admitted that he left his assigned DEP work location, while on duty and in his DEP Police uniform, and travelled in a DEP Police vehicle to a car wash and lube business, which was

outside of his assigned patrol area, to contest a bill for repairs made to his personal vehicle. The Sergeant admitted that, through the use of intimidation and threats, he received services on his personal vehicle for which he did not pay. The Police Sergeant acknowledged that his conduct violated the City's conflicts of interest law, specifically the provision prohibiting public servants from using, or attempting to use, their City positions to obtain any financial gain and the provision prohibiting use of City resources and City time for any non-City purpose. As a penalty, the Sergeant agreed to be demoted to the position of Environmental Police Officer, to serve a 30-day suspension without pay (valued at approximately $3,772), and to serve a one-year probationary period at DEP. *COIB v. Ginty*, COIB Case No. 2011-002 (2011).

The Board fined a former Steamfitter Supervisor for the New York City Department of Education ("DOE") $3,250 for using his City position for personal financial gain. The former Steamfitter admitted that, while employed by the DOE Division of School Facilities, he obtained a personal financial gain from copper pipe and associated materials that he had ordered for repairs at DOE school facilities. The former Steamfitter Supervisor acknowledged that his conduct violated the City's conflicts of interest law, which prohibits City employees from using, or attempting to use, their City position to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any individual or firm associated with the public servant. The amount of the Board's fine takes into consideration that the former Steamfitter previously paid $2,500 in restitution to DOE. *COIB v. Szot*, COIB Case No. 2009-436 (2011).

The Board fined the former Senior Associate Executive Director of the Southern Manhattan Health Care Network and Director of Facilities Management of the Bellevue Hospital Center ("Bellevue"), a facility of the New York City Health and Hospital Corporation ("HHC"), $3,500 for her violations of Chapter 68 of the New York City Charter, the City's conflicts of interest law. The former Director of Facilities Management acknowledged that she asked her Bellevue subordinate to prepare, and then revise, plans for the repair of the bulkhead at her personal residence for submission to the New York State Department of Environmental Conservation. In order to accommodate the Director of Facilities Management, the subordinate who drafted the plans gave them to another subordinate of the Director of Facilities Management so that the second subordinate could sign and affix his State of New York Licensed Professional Engineer stamp to the plans. The former Director of Facilities Management further acknowledged that she used Bellevue letterhead that she created – which letterhead included a hospital logo that she designed, the hospital's name, and her position at the hospital – to write letters to three different employees at the New York State Department of Environmental Conservation to obtain an emergency permit to perform the bulkhead repair work at her personal residence. The former Director of Facilities Management admitted that in so doing she violated the City's conflicts of interest law, which prohibits the use of City resources – which includes City personnel and letterhead – for any non-City purpose and prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant. *COIB v. Tabaei*, COIB Case No. 2009-651 (2011).

The Board issued a public warning letter to a New York City Department of Education School Aide at P.S. 055X who had a second job recruiting P.S. 055X students to attend a private

summer camp for which she worked. The Board advised the School Aide that, by using her access to and familiarity with the students and parents at P.S. 055X to recruit participants for a private summer camp, she used her City position to benefit her private employer, in violation of the City's conflicts of interest law, which prohibits a public servant from using his or her City position to obtain a personal or private advantage for any person or firm associated with the public servant, which would include a private firm employing the public servant. *COIB v. Gooden*, COIB Case No. 2010-773 (2011).

The Board and the New York City Department of Education ("DOE") concluded a three-way settlement with an Assistant Principal who agreed to irrevocably resign from DOE and to not seek future employment with DOE for attempting to sell and selling pocketbooks to her DOE subordinates and borrowing money from one of those subordinates. The Assistant Principal acknowledged that she invited several subordinates to a "pocketbook party" she was hosting at her home on October 30, 2009, for which, as host, the Assistant Principal would receive free pocketbooks. The Assistant Principal acknowledged that she sold a pocketbook to one subordinate during the pocketbook party. The Assistant Principal also acknowledged that, in June 2009, she solicited and obtained a $300 loan from a subordinate. The Assistant Principal admitted that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, and from entering into any business or financial relationship with another public servant who is a superior or subordinate of such public servant. *COIB v. Walker*, COIB Case No. 2010-165 (2011).

The Board fined the Director of Field Operations for the New York City Board of Correction $4,000 for using the authority and power of his City position to circumvent New York City Department of Correction ("DOC") procedures to expedite and accommodate his incarcerated nephew's after-hours funeral request. The Director admitted to making a request to DOC around 9:00 p.m. on July 12, 2008, for his nephew to attend a funeral scheduled to begin at 9:00 a.m. the next morning. Due to time constraints, the Director of Field Operations circumvented certain procedures and then used his unquestioned, unrestricted access to all DOC facilities to personally usher his nephew's funeral request through each phase of the DOC approval process until final approval. The Director of Field Operations involved himself in his nephew's funeral request after the Director's sister asked for his help. The Director of Field Operations acknowledged that his conduct violated the City's conflicts of interest law, which prohibits City employees from using, or attempting to use, their City position to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any individual or firm "associated" with the public servant. *COIB v. Armstead*, COIB Case No. 2008-503 (2011).

The Board issued a public warning letter to a New York City Department of Education School Secretary who was involved in hiring her son to work as a substitute teacher at her school, in violation of City Charter § 2604(b)(3). The School Secretary worked for the school's Assistant Principal for Organization, who delegated to her the task of contacting specific substitute teachers to work at the school. Among the substitute teachers whom the School Secretary contacted was her son, who accepted teaching assignments at her school. The Board

advised the School Secretary that, in so doing, she violated the City's conflicts of interest law, which prohibits a public servant from using his or her City position to obtain a personal or private advantage for an associated person, such as a child. *COIB v. Carnevali*, COIB Case No. 2008-837 (2011).

The Board concluded a settlement with a School Aide at P.S. 181 who misused her New York City Department of Education ("DOE") position and DOE resources to benefit an afterschool program run by her sister. The School Aide admitted that she successfully solicited P.S. 181 parents to enroll their children in the program. The School Aide acknowledged that her conduct violated the City of New York's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, which includes a public servant's sibling. The School Aide also admitted that she changed the bus assignments of P.S. 181 students who were enrolled in the afterschool program to facilitate their arrival at the program. The School Aide acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using City resources, such as a school bus, for non-City purposes. For this conduct, the School Aide was suspended for two weeks without pay by DOE, valued at $848.40. In consideration of the agency-imposed penalty, the Board did not impose any separate fine. *COIB v. Cadet*, COIB Case No. 2010-540 (2011).

The Board and the New York City Fire Department ("FDNY") concluded a three-way settlement with the former Chief of Operations for the Emergency Medical Service ("EMS") at FDNY who paid a $12,500 fine to the Board for obtaining a paid position with Masimo, Inc., a firm he was dealing with in his official capacity as the EMS Chief of Operations. Among Masimo's products is RAD-57, a non-invasive carbon monoxide monitoring device used to determine the level of carbon monoxide in an individual's bloodstream. In or around 2007, FDNY reached an agreement with Masimo to acquire approximately 30 RAD-57 devices for a trial period, after which FDNY contracted with Masimo for the purchase of RAD-57 devices for agency-wide use. The EMS Chief of Operations was a member of the FDNY committee charged with evaluating equipment purchases for EMS, including RAD-57, and he was one of the two most senior people in EMS supervising the use of RAD-57 in the field. During the trial phase, the EMS Chief of Operations traveled to California to speak at an internal corporate meeting of Masimo concerning the progress of the pilot program and the clinical evaluation of RAD-57 by FDNY. Masimo paid all of the EMS Chief of Operations' travel-related expenses, including hotel and meals, during the trip. In March 2009, the EMS Chief of Operations signed a consulting agreement with Masimo, under the terms of which he agreed to make presentations on behalf of Masimo – primarily about the dangers of carbon monoxide and the importance of measuring carbon monoxide levels for emergency services workers – in return for Masimo's payment of all his travel-related expenses, hotel, meals, and a $1,500 honorarium for each presentation. Under the terms of this agreement, the EMS Chief of Operations spoke on behalf of Masimo at emergency services conferences in March 2009 in Baltimore, Maryland; in May 2009 in Evansville, Indiana; in August 2009 in Charleston, South Carolina; in August 2009 in Dallas, Texas; and in October 2009 in Atlanta, Georgia. The EMS Chief of Operations told no one at FDNY about the consulting agreement or his acceptance of travel-related expenses from Masimo. The EMS Chief of Operations acknowledged his conduct violated the City's conflicts

of interest law, which prohibits a public servant from having a position with a firm engaged in business dealings with the public servant's own agency and from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any individual or firm "associated" with the public servant. *COIB v. Peruggia*, COIB Case No. 2010-442 (2011).

The Board issued a public warning letter to a former public servant who had used his position as the Director of the New York City Department of Environmental Protection ("DEP") Collections Division to hire his half-sister for an entry-level position in that DEP division. The Director indirectly supervised his half-sister's employment, which included signing off on a DEP personnel form in which his half-sister reported that, to the best of her knowledge, she had no relatives employed by DEP. While not pursuing further enforcement action, the Board took the opportunity of this letter to remind public servants that hiring a sibling, which would include one's half-sister or half-brother, for a position in their City agency or supervising a sibling's City employment is inconsistent with the basic principles of the City's conflicts of interest law and creates a real conflict with respect to the proper discharge of their official duties. *COIB v. R. Hernandez*, COIB Case No. 2009-294c (2011).

The Board fined the former School Secretary at Middle College High School in Queens $14,000 for misusing for her own personal benefit her New York City Department of Education ("DOE") position and the DOE resources entrusted to her as a result of that position. The former School Secretary admitted that she had been given access to a DOE procurement card ("P-Card") for the sole purpose of making purchases for the school. From 2003 through August 2009, the former School Secretary made multiple personal purchases using the P-Card, including a Dell Notebook computer, a couch from Mattress & Furniture, and a washer and dryer combination from P.C. Richard & Son, the latter two of which were for her daughter. The former School Secretary further admitted that she had been given access to the Small Item Payment Process ("SIPP") account for the sole purpose of making purchases for the school. From 2007 through 2009, the former School Secretary made multiple personal purchases using Middle College High School's SIPP account, including personal car services totaling $1,137.50 and payment of her personal cellular phone and internet invoices, totaling $1,498. The former School Secretary admitted that her personal use of DOE funds totaled approximately $7,000. Finally, the former School Secretary admitted that, in late 2008, she took a DOE laptop computer, without authorization from DOE, from Middle College High School and gave it to her granddaughter for her personal use for approximately one week. The former School Secretary acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using his or her City position for private financial gain and from using City resources, such as school funds, for any non-City purpose. *COIB v. D. Rizzo*, COIB Case No. 2010-610 (2010).

The Board and the New York City Department of Education ("DOE") concluded joint settlements with a teacher, a parent coordinator, and the principal of P.S. 203 Oakland Gardens in Queens, who ducked the DOE's student enrollment rules to enroll the teacher's daughter in P.S. 203. In separate dispositions, the P.S. 203 principal, teacher, and parent coordinator admitted to arranging for the teacher's daughter – who lived outside the P.S. 203 school zone – to register at P.S. 203 by using the parent coordinator's home address within the school's zone boundaries. The teacher admitted to falsely claiming to reside at the parent coordinator's home

so that she could avoid the DOE's student enrollment procedures, which would have required her to obtain written authorization from the DOE Office of Student Enrollment and Planning Operations to enroll her daughter in P.S. 203. The P.S. 203 principal admitted to instructing her school's pupil accounting secretary to use the parent coordinator's home address to register the student. The parent coordinator admitted to consenting to the scheme. The teacher paid a $2,250 fine to the Board for her admitted violations of the provision of the City's conflicts of interest law that prohibits public servants from using their position as a public servant to obtain any privilege or other private or personal advantage, direct or indirect, for the public servant or any person associated with the public servant. The principal and parent coordinator each paid a $1,500 fine to the Board for their admitted violations of the City's conflicts of interest law provision that prohibits public servants from aiding another public servant's violation of that law. *COIB v. Angelidakis*, COIB Case No. 2010-234a (2010); *COIB v. Halpern*, COIB Case No. 2010-234b (2010); *COIB v. Nussbaum*, COIB Case No. 2010-234c (2010).

The Board issued a public warning letter to a New York City Department of Education ("DOE") Associate School Food Manager who asked her subordinate to distribute her daughter's resume to several DOE schools at which her subordinate worked. While not pursuing further enforcement action, the Board took the opportunity of this public warning letter to remind public servants that the City's conflicts of interest law prohibits public servants from using their position to benefit any person or firm "associated" with them within the meaning of Chapter 68, including their children. *COIB v. Roros*, COIB Case No. 2010-124 (2010).

The Board fined the former Senior Deputy Director for Infrastructure Technology in the Information Technology Division at the New York City Housing Authority ("NYCHA") $20,000 for his multiple violations of the City's conflicts of interest law related to his work at his restaurant, 17 Murray. The former Senior Deputy Director acknowledged that, in October 2005, he sought an opinion from the Board as to whether, in light of his position at NYCHA, he could acquire a 50% ownership interest in the restaurant 17 Murray. The Board advised him, in writing, that he could own the restaurant, provided that, among other things, he not use any City time or resources related to the restaurant, he not use his City position to benefit the restaurant, and he not appear before any City agency on behalf of the restaurant. Despite these specific written instructions from the Board, the former Senior Deputy Director proceeded to engage in the prohibited conduct. The former Senior Deputy Director admitted that, among his violations, from at least August 2006 through June 2009, he used his NYCHA subordinate, a Data Technician, to perform work on a regular basis at the restaurant without compensation. He further admitted that he caused his subordinate to use his NYCHA computer, e-mail account, and Blackberry to perform work related to the restaurant, at times the subordinate was required to be working for the City. The former Senior Deputy Director acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from using his City position to benefit himself or a person or firm with which he is associated and prohibits a public servants from soliciting, requesting, commanding, aiding, inducing, or causing another public servant to violate the City's conflicts of interest law. The former Senior Deputy Director also acknowledged that he had resigned from NYCHA while disciplinary proceedings were pending against him for this misconduct. *COIB v. Fischetti*, COIB Case No. 2010-035 (2010).

The Board fined a former Supervisor of Caretakers at the Sheepshead/Nostrand Houses of the New York City Housing Authority ("NYCHA") $6,000 for lending money to at least two

Caretakers he supervised at an approximately 30% interest rate. The former Supervisor of Caretakers acknowledged that, from at least January 2007 through February 2009, he loaned to at least two Caretakers he supervised money in cash that he required to be paid back, in cash, plus approximately 30% interest, by the next payday. If the Caretaker did not pay the Supervisor back the following payday, the Supervisor would require payment of double the amount owed. The Supervisor of Caretakers acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from using his City position to benefit himself or a person or firm with which he is associated and prohibits a public servant from entering into a financial relationship with a superior or subordinate public servant. In addition to the Board fine, for this misconduct the former Supervisor of Caretakers also pled guilty to one count of Criminal Usury in the Second Degree, a Class E Felony, and was sentenced to five years' probation. *COIB v. D. Mitchell*, COIB Case No. 2008-397 (2010).

The Board issued a public warning letter to a New York City Department of Education ("DOE") Principal for approving her daughter's request to serve as an uncompensated Teacher Intern at her school (*i.e.*, to student teach). The Principal's daughter was working toward a Master's Degree in Childhood Education and needed to complete a teacher-internship position to satisfy a requirement for this coursework. While not pursuing further enforcement action, the Board took the opportunity of this public warning letter to remind public servants that the City's conflicts of interest law prohibits public servants from using their City positions to advantage their children in their agency's intern selection process, even if the internship position is unpaid. *COIB v. Bairan*, COIB Case No. 2009-748 (2010).

The Board concluded a settlement with a New York City Department of Housing Preservation and Development ("HPD") Project Manager who was fined $2,000 for using his HPD position to communicate with several HPD employees on behalf of a cooperative building, of which he is a shareholder, while he was the President of the co-op's Board of Directors. The Project Manager acknowledged that, in 1995, he purchased an apartment he had been renting after the tenants in his building formed a housing development fund corporation (the "Cooperative") and purchased the building from New York City via HPD's Tenant Interim Lease ("TIL"). A prerequisite for the purchase under TIL was that the Cooperative sign a mortgage and security agreement requiring that, for a period of 25 years, 40% of the profits of any sale of apartments by the Cooperative be remitted to the City. The Project Manager acknowledged that, from July 2007 through August 2009, he served as the President of the Cooperative and in that capacity contacted several HPD employees on behalf of the Cooperative during business hours about getting the Cooperative out of paying HPD 40% of the profits on the unit sales. In Advisory Opinion No. 92-7, the Board advised that membership on the co-op board of directors is not, standing alone, a conflict of interest, even where the cooperative has business dealings with the City, "provided that the public servant does not directly or indirectly communicate with his or her own agency on behalf of the corporation." The Project Manager acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant. *COIB v. L. Jones*, COIB Case No. 2008-602 (2010).

The Board fined a Supervisor at the New York City Department of Sanitation ("DSNY") $2,250 for using his DSNY position to enlist two of his DSNY subordinates, both Sanitation Workers, to chauffeur his girlfriend and his aunt. The Supervisor acknowledged that, in addition to his DSNY job, he is also the sole owner and employee of a limousine business. Approximately six times over the course of a year, the Supervisor asked two subordinate Sanitation Workers to drive a limousine for him, which would entail the subordinate driving his personal vehicle from Brooklyn to the Supervisor's home or his girlfriend's home in Long Island to pick up the limousine; drive the Supervisor's girlfriend or his aunt to LaGuardia Airport, JFK Airport, or the theater in Manhattan; return the limousine to where it had been picked up in Long Island; and then drive his personal vehicle back to his home in Brooklyn, all on the subordinate's own time. For all this, the Supervisor would give his subordinate $20 or $25 for "lunch"; he did not reimburse his subordinate for gas or pay him for his time driving back and forth between various points in New York City and Long Island. The Supervisor acknowledged that his conduct violated the City's conflict of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant. *COIB v. Kayola*, COIB Case No. 2010-491 (2010).

The Board issued a public warning letter to a music teacher at the New York City Department of Education ("DOE") for accepting compensation from the parent of a student in her class for private music lessons for the student. The Board issued the public warning letter after receiving evidence that the music teacher refunded the parent of the student all of the monies the parent paid her for the lessons. While not pursuing further enforcement action, the Board took the opportunity of this public warning letter to remind public servants that Chapter 68 prohibits a public servant from having a financial relationship with the parents of students in his or her class because it creates at least the appearance that the public servant has used his or her position for personal financial gain. *COIB v. Danziger*, COIB Case No. 2010-248 (2010).

The Board fined a former Telecommunications and Vehicle Coordinator for the New York City Housing Authority ("NYCHA") $900 for soliciting and obtaining loans totaling $300 from two superiors. The former Telecommunications and Vehicle Coordinator also acknowledged that he misappropriated $503 from NYCHA's petty cash fund by altering the dollar amount on two vouchers and receipts that were submitted for reimbursement and keeping not only the difference between the correct amount and the altered amount ($110) but also the $393 he should have reimbursed to the NYCHA employee. The former Telecommunications and Vehicle Coordinator admitted that he violated the City's conflicts of interest law, which: (a) prohibits a public servant from entering into any business or financial relationship with another public servant who is a superior or subordinate of such public servant; (b) prohibits a public servant from using or attempting to use his or her position to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant; and (c) prohibits a public servant from using City resources, such as City money, for any non-City purpose. In setting the amount of the fine, the Board took into consideration the former Telecommunications and Vehicle Coordinator's financial hardship and that he had been suspended for 30 days without pay by NYCHA, valued at $3,890. *COIB v. Chabot*, COIB Case No. 2010-067 (2010).

The Board and New York City Department of Education ("DOE") concluded a three-way settlement with a DOE Assistant Principal who was fined $2,400 by the Board for, when he was employed as a Principal, directly supervising his brother, the school's Dean of Discipline, for over four years. The Assistant Principal acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant. *COIB v. S. Holder*, COIB Case No. 2009-466 (2010).

The Board and the New York City Housing Authority ("NYCHA") concluded a three-way settlement with a NYCHA Supervisor of Plasterers who was fined $1,750 by the Board for misusing his City position to obtain a personal benefit for himself. The Supervisor acknowledged that he obtained the unpaid assistance of a subordinate who drove to the Supervisor's home, measured the kitchen floor, and accompanied the Supervisor's son to purchase tile, which tile the subordinate helped to install in the Supervisor's kitchen. The Supervisor acknowledged that his conduct violated the City conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant. *COIB v. N. Romano*, COIB Case No. 2009-686 (2010).

In a three-way disposition with the Board and the New York City Department of Health and Mental Hygiene ("DOHMH"), a Caseworker in the DOHMH Bureau of Correctional Health Services agreed to pay fine equivalent to seven days' pay, valued at $1,083, to DOHMH for using her City position to benefit her sister by facilitating the temporary release of her sister's incarcerated son. In connection with her official DOHMH duties, the Caseworker has access to the administrative and inmate facilities on Rikers Island. The Caseworker admitted to using that access to visit Rikers Island on two occasions when she was not otherwise scheduled to be there for the purpose of expediting the temporary release of her sister's son, who wished to attend a funeral, from Rikers Island; she admitted to speaking to Department of Correction staff to coordinate these arrangements and to identifying herself as a DOHMH employee in these conversations. The Caseworker acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any individual or firm "associated" with the public servant, which would include the public servant's sister. *COIB v. L. Simmons*, COIB Case No. 2010-097 (2010).

The Board and the New York City Department of Homeless Services ("DHS") concluded a three-way settlement with a DHS Special Officer who was suspended by DHS for thirty days without pay, which has the approximate value of $4,884, for soliciting and obtaining personal loans from several of his subordinates. The Special Officer admitted that, in 2008, he solicited and obtained loans ranging from $25 to $100 from six of his subordinates. The Special Officer acknowledged that he also solicited loans from two other subordinates, who refused to provide him with a loan. The Special Officer admitted that he violated the City's conflicts of interest

law, which prohibits a public servant from using or attempting to use his or her position to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, and from entering into any business or financial relationship with another public servant who is a superior or subordinate of such public servant. *COIB v. Jul. Williams*, COIB Case No. 2009-813 (2010).

The Board fined a former Administrative Law Judge ("ALJ") in the Parking Violations Bureau of the New York City Department of Finance $2,500 for accepting a prohibited gratuity and for misusing his City position for personal advantage, both while adjudicating parking tickets. The former ALJ admitted that, after adjudicating a delivery driver's multiple parking tickets, he accepted the driver's offer to send him free popcorn as a show of appreciation for dismissing some of the tickets. The former ALJ admitted telling the driver that he liked the popcorn that was named on invoices the driver had submitted to contest the parking tickets and then gave the driver his address so the popcorn could be delivered to his home. The former ALJ acknowledged that his conduct violated the City's conflicts of interest law, which prohibits public servants from accepting any gratuity from any person whose interests may be affected by the public servant's official action. The former ALJ also admitted that he had called and asked the owner of an audio-video installation company who repeatedly appeared before the then-ALJ at the Parking Violations Bureau to install a flat-screen television and DVD player in his home. Although the former ALJ paid for the installation, he acknowledged that his conduct violated the City's conflicts of interest law, which prohibits public servants from misusing their City positions for personal and private benefit. *COIB v. A. Rubin*, COIB Case No. 2009-398 (2010).

The Board issued a public warning letter to a New York City Department of Citywide Administrative Services ("DCAS") Procurement Analyst in DCAS's Division of Municipal Supply Services ("DMSS") for soliciting and accepting contributions from 16 different food vendors with which DMSS contracted on a regular basis. DMSS is the Division in DCAS responsible for purchasing food products for City agencies. As part of her duties at DCAS, the DMSS Procurement Analyst dealt directly with these food vendors to make purchases of food products for City agencies. While not pursuing further enforcement action, the Board took the opportunity of this public warning letter to remind public servants that Chapter 68 prohibits public servants from soliciting or accepting contributions for personal workplace events, such as a retirement party, from vendors who contract with their City agencies. Vendors may be invited to these personal workplace events *only if* they pay no more for their attendance than their share of the cost of the event. *COIB v. Fezzuoglio*, COIB Case No. 2009-487 (2010).

The Board fined a former New York City Human Resources Administration ("HRA") Caseworker $7,500 for having a second job with a firm that had business dealings with the City, including his own agency, and for acting on behalf of that firm as a real estate broker for several HRA clients, including two HRA clients for whom he was the assigned caseworker. The Caseworker admitted that he received a commission from the firm for the apartments he obtained for the HRA clients. The Caseworker acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from having an interest in a firm which such public servant knows, or should know, is engaged in business dealings with the agency served by that public servant and from using or attempting to use his or her City position to obtain any financial gain, contract, license, privilege, or other private or personal advantage,

direct or indirect, for the public servant or any person or firm associated with him or her. *COIB v. Roberts*, COIB Case No. 2009-403 (2010).

The Board and the New York City Housing Authority ("NYCHA") concluded a three-way settlement with a NYCHA Secretary, assigned to the Betances Houses, who was suspended by NYCHA for five days without pay, valued at $612, for opening a NYCHA business account with the Oriental Trading Company for her personal use. The Secretary acknowledged that, in 2007, she opened a business account with the Oriental Trading Company by providing the company with NYCHA's name as the account holder and listing herself as the only person authorized to make purchases under that account. The Secretary also acknowledged that she used the address for NYCHA's Betances Houses Management Office as both the shipping and billing addresses for that account. By opening a business account with Oriental Trading Company, the Secretary received a thirty-day grace period on payments for purchases made on the account, which grace period was not provided to non-business accounts. The Secretary acknowledged that she violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her City position to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant and from using City resources for any non-City purpose. *COIB v. Aponte*, COIB Case No. 2009-486 (2010).

The Board imposed a $7,500 fine on a former Community Coordinator for the New York City Administration for Children's Services ("ACS") for using her ACS computer and e-mail account to do outside legal work—despite not being a licensed attorney—and misleading non-City government agencies and offices to believe that she was acting on behalf ACS in her private clients' U.S. immigration matters in which ACS had no official involvement or interest. The former ACS Community Coordinator admitted using her ACS e-mail account to request that the office of a country's diplomatic mission expedite an individual's U.S. visa application and to send a similar e-mail, wherein she falsely identified herself as both an attorney and ACS Child Protective Specialist acting on behalf of a U.S. visa applicant. ACS had no involvement or interest in either visa application. The former Community Coordinator further admitted sending another e-mail from her ACS account, in which she asked an Assistant Chief of Counsel for the enforcement division of a non-City government agency about the status of another private client's legal matter that was pending before a tribunal of that agency. The former Community Coordinator acknowledged that she attempted to use her ACS position to give her private client an advantage in the U.S. visa application process, in violation of the City's conflicts of interest law prohibition on public servants using or attempting to use their City positions to obtain an advantage for any person associated with the public servant, which includes a private client. She further acknowledged that her above-described use of her ACS e-mail account and computer violated the conflicts of interest law prohibition on using City resources for non-City purposes. The Board imposed a $7,500 fine on the former Community Coordinator for her violations. However, after taking her current financial hardship into consideration, the Board agreed to forgive the total amount of the fine unless and until she becomes employed. *COIB v. Tieku*, COIB Case No. 2009-009 (2010).

In a joint settlement with the Board and the New York City Department of Sanitation ("DSNY"), a DSNY Sanitation Worker was suspended for six days without pay, valued at

$1,567.02, for, while in the course of conducting his official DSNY duties, taking his Sanitation truck off his assigned route to salt the driveway and sidewalk in front of his personal residence. The Sanitation Worker acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant and prohibits a public servant from using City resources – such as a City vehicle or City equipment – for any non-City purpose. *COIB v. Eliopoulos*, COIB Case No. 2010-212 (2010).

The Board fined a former Principal for the New York City Department of Education $3,000 for supervising his live-in girlfriend, the Assistant Principal at his school, for one year and eight months. The former Principal acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from entering into a financial relationship – such as cohabitation – with one's superior or subordinate and from using or attempting to use one's City position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant. By living with the Assistant Principal, the former Principal was "associated" with her within the meaning of the City's conflicts of interest law. *COIB v. Piazza*, COIB Case No. 2010-077 (2010).

In August 2009, the Board fined a former New York City Department of Education Assistant Supervisor of School Aides $2,500 for using her school's tax exempt identification number to open four personal cellular phone accounts over an eight-year period. The former Assistant Supervisor of School Aides acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant. Between August and October 2009, the former Assistant Supervisor of School Aides paid $500 of the $2,500 fine. In April 2010, the Board forgave the $2,000 balance of the fine based on the former Assistant Supervisor of School Aides' documented financial hardship, including her receipt of public assistance and an outstanding balance on her rent. *COIB v. Cora*, COIB Case No. 2008-872 (2010).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement with a Public Health Epidemiologist in the DOHMH Bureau of Informatics and Development, who admitted that, at times when she was supposed to be doing work for DOHMH, she used a City computer and her DOHMH e-mail account in an amount substantially in excess of the *de minimis* amount permitted by the City of New York's Policy on Limited Personal Use of City Office and Technology Resources (also known as the "Acceptable Use Policy") to complete research and assignments related to a university degree. The Public Health Epidemiologist acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time and City resources to pursue private activities. The Public Health Epidemiologist further admitted that the New York State Department of Health ("NYSDOH") assigned her a password to access a confidential database maintained by NYSDOH, that she was assigned that password for her sole

use in connection with her official DOHMH duties, and that she had used that password to gather information for assignments related to her university degree. While the Public Health Epidemiologist did not use or disclose any of the highly confidential patient information on the NYSDOH database, she used information that was not available to the general public for her own personal purposes. The Public Health Epidemiologist acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant. For this misconduct, the Public Health Epidemiologist agreed to pay a $1,000 fine to the Board, be suspended by DOHMH without pay for five days, valued at approximately $1,047.55, and forfeit five days of annual leave, valued at approximately $1,047.55. *COIB v. S. Wright*, COIB Case No. 2009-646 (2010).

The Board and New York City Department of Education ("DOE") concluded a three-way settlement with a DOE teacher who paid a $1,250 fine to the Board for using her position to obtain a New York City Department of Transportation ("DOT") parking permit and allowing her husband to use an altered copy of the parking permit to avoid receiving a parking ticket for parking illegally near a school. The teacher acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant and from using City resources for any non-City purpose. *COIB v. Velez Rivera*, COIB Case No. 2009-542 (2010).

The Board issued a public warning letter to a Deputy Commissioner for the New York City Department of Environmental Protection ("DEP") for using his position to help his daughter obtain special consideration in the DEP internship hiring process. Sometime before the summer of 2006, the Deputy Commissioner of the DEP Bureau of Customer Services submitted his daughter's resume to the DEP Bureau of Human Resources & Administration for consideration for a paid student internship position at DEP. As a result, his daughter obtained an internship with the DEP Office of the Agency Chief Contracting Officer. While not pursuing further enforcement action, the Board took the opportunity of this public warning letter to remind public servants that the City's conflicts of interest law prohibits them from having any involvement in their agency's hiring process with respect to their children or any other person who is associated with them, such as a spouse, sibling, or parent. *COIB v. Singleton*, COIB Case No. 2009-294 (2010).

The Board fined the former Chief of Staff for a New York City Council Member $2,500 for directly supervising his daughter, a Councilmanic Aide, during her five-and-one-half years of employment in the Council Member's District Office. The former Chief of Staff admitted that this conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, which includes the public servant's child. *COIB v. A. Reid*, COIB Case No. 2008-246 (2010).

The Board fined a Nursing Supervisor for the New York City Department of Education ("DOE") $1,250 who acknowledged that she told a DOE Principal that she had a "friend" – in fact, her son – who was available to fill a substitute paraprofessional position at the Principal's school. At the Principal's suggestion, the Nursing Supervisor then spoke to the School Secretary, after which her son was told to report to work at the school. The Nursing Supervisor admitted that this conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, which includes the public servant's child. *COIB v. Robinson*, COIB Case No. 2009-600 (2010).

The Board fined a former Director of Construction at the New York City Department of Sanitation ("DSNY") $6,000 for: (a) asking a DSNY subordinate to perform personal tasks for him, including driving him to the hospital to visit a patient; (b) asking a lower-ranking DSNY employee who was also certified as an Asbestos Investigator to certify that his home was asbestos-free on a notification form mandated by the Department of Buildings in order for the Director of Construction to remodel his home; and (c) obtaining two summer jobs for his son with firms having DSNY business dealings for which he was Director of Construction. The former Director of Construction admitted that in so doing he violated the City's conflicts of interest law, which prohibits the use of City resources – which includes City personnel – for any non-City purpose and prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, including a child. *COIB v. Holchendler*, COIB Case No. 2007-635 (2010).

The Board and the New York City Department of Education ("DOE") concluded a three-way settlement with a DOE teacher who was fined $3,500 by DOE for using her school's BJ's Wholesale Club membership, which was obtained using the school's tax identification number and was to be used only for City purposes, to make personal, tax-free purchases. The teacher acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using City resources, such as the agency's tax-exempt identification number, for any non-City purpose and prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant. *COIB v. Cohen-Brown*, COIB Case No. 2009-053a (2010).

The Board fined a former Custodian for the New York City Department of Education ("DOE") $5,000 for directing a subordinate to paint his private residence, paint his boat, and make repairs to two of his vehicles. The former DOE Custodian acknowledged that he did not compensate that subordinate for his work. The former DOE Custodian admitted that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant. In setting the amount of the fine, the Board took into consideration that, for the same conduct, the former Custodian had been suspended by DOE for

thirty days without pay, valued at approximately $6,747. *COIB v. Dziekanowski*, COIB Case No. 2007-155 (2010).

The Board fined a former Supervisor of Child Care at the New York City Administration for Children's Services ("ACS") $500 for his multiple violations of the City's conflicts of interest law, a fine that was reduced from $3,000 because of the Supervisor's demonstrated financial hardship. First, the former Supervisor of Child Care admitted that he requested and received a loan from a temporary employee who was working at ACS as a Children's Counselor under his direct supervision. The Children's Counselor made the loan by purchasing a laptop computer on behalf of the Supervisor using her personal credit card, which loan the Supervisor repaid over the next eight months. The former Supervisor of Child Care acknowledged that he thereby violated the City's conflicts of interest law, which prohibits a public servant from using his City position for private financial gain. Second, the former Supervisor of Child Care admitted that he stored on his ACS computer a copy of a book that he intended to sell for a profit. The former Supervisor acknowledged that he thereby violated the City's conflicts of interest law, which prohibits a public servant from using City resources, such as a computer, for any non-City purpose, in particular for any private business or secondary employment. Third, the former Supervisor of Child Care admitted that he had solicited the sale and sold a copy of that book to at least one Children's Counselor who was his subordinate. The former Supervisor acknowledged that he thereby violated the City's conflicts of interest law, which prohibits a public servant from entering into a business or financial relationship with the superior or subordinate of that public servant. In Advisory Opinion No. 98-12, the Board stated that, while public servants may sell items, such as a book, to their peers, the sale of any item by a superior to a subordinate is prohibited by Chapter 68. *COIB v. Avinger*, COIB Case No. 2009-312 (2010).

The Board and the New York City Department of Parks & Recreation ("Parks") concluded a joint settlement with a Parks Recreation Center Manager who paid a $2,500 fine to the Board for using a Parks vehicle and personnel to facilitate his vacation plans and for using his Parks computer to sell merchandise on eBay. The Recreation Center Manager admitted that, in August 2007, he misused his City position when he had two subordinate Parks Recreation Playground Associates use a Parks vehicle to follow him to the Brooklyn Cruise Terminal to ensure that he was able to depart on his personal vacation if his car were to break down on the way to the terminal. After leaving on the cruise, the Playground Associates took the Manager's car back to his home in the Bronx. In addition, the Manager admitted that he used his Parks computer to sell athletic shoes and action figures for profit on eBay.com, occasionally during his Parks work day. The Recreation Center Manager acknowledged that his conduct violated the City's conflicts of interest law, which prohibits public servants from using City resources for any non-City purposes and from using one's City position to obtain any personal financial gain. *COIB v. Rosa*, COIB Case No. 2009-062 (2010).

The Board issued a public warning letter to a New York City Department of Education ("DOE") teacher for acting in conflict with the proper discharge of his official duties by soliciting sales and selling copies of a book to students in his class. While not pursuing further enforcement action, the Board took the opportunity of this public warning letter to remind public servants that Chapter 68 of the City Charter prohibits a public servant from developing a

financial relationship with the clients of their agency, whether or not there is a benefit to the public servant. *COIB v. Arizmendi*, COIB Case No. 2009-513 (2010).

The Board issued a public warning letter to a New York City Department of Education ("DOE") School Aide for borrowing $2,300 from an individual whom she knew only through his child's attendance at the school where she worked. Under the arrangement described above, the School Aide obtained the financial benefit of what was effectively an interest-free loan, which she mostly repaid. Under these circumstances, it did not appear that the School Aide could have taken any official action to affect her lender's interests had he refused to lend her the money. While not pursuing further enforcement action, the Board took the opportunity of this public warning letter to remind public servants that the City's conflict of interest law prohibits them from using their City positions for personal financial gain, which includes borrowing money from an individual whom they know only through their City position, regardless of whether the money is repaid. *COIB v. Thorne*, COIB Case No. 2009-200 (2009).

The Board imposed, and then forgave based on demonstrated financial hardship, a $2,000 fine on a former New York City Department of Education ("DOE") substitute teacher who allowed students from her fifth-grade class to work, without pay, at a restaurant that she owned. The former substitute teacher acknowledged that, in January and February 2008, without authorization from the DOE, she spoke to her students about an internship opportunity to work at her restaurant. The former substitute teacher further acknowledged that, although she did not receive permission from her school, at least three of her students worked at her restaurant passing out flyers, for which work they were not paid. The former substitute teacher admitted that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant. For this misconduct, the Board imposed a fine of $2,000, but forgave this fine upon the former substitute teacher's showing to the Board of financial hardship, including her current unemployment and significant outstanding balances on her mortgage and utility bills. *COIB v. Mateo*, COIB Case No. 2008-805 (2009).

The Board and the New York City Department of Sanitation ("DSNY") concluded three-way settlements with two DSNY Sanitation Workers who were each fined 9 work-days' pay, valued at $2,412, by DSNY for, while in the course of conducting their regular collection route, giving a business card for their private carting company to a homeowner in an effort to solicit future private business from the homeowner. The Sanitation Workers each acknowledged that their conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant and prohibits a public servant from using City time to pursue private activities. *COIB v. Coward*, COIB Case No. 2008-923 (2009); *COIB v. Jack*, COIB Case No. 2008-923/a (2009).

The Board and the New York City Department of Finance ("DOF") concluded a three-way settlement with a Deputy Sheriff who was fined $3,000 by DOF for using his City position to borrow and not fully repay $5,000 from the manager of a firm that contracted with the City

Sheriff's Office, which is a division of DOF. The Deputy Sheriff admitted that, while assigned to towing-related duties in Staten Island, he solicited and accepted a $5,000 personal loan from the general manager of a towing services firm that contracted with DOF to provide the Sheriff's Office with scofflaw towing and vehicle-storage services in Staten Island. He admitted that he did not fully repay the loan. The Deputy Sheriff acknowledged that he violated the City's conflicts of interest law, which prohibits a public servant from having a financial interest that conflicts with the proper discharge of the public servant's official duties and from using his City position for private financial gain. *COIB v. Racicot*, COIB Case No. 2009-046 (2009).

The Board issued its Findings of Facts, Conclusions of Law, and Order fining a former Medical Insurance and Community Services Administration ("MICSA") Eligibility Specialist for the New York City Human Resources Administration ("HRA") $10,000 for using her City position to access confidential information about an HRA client whose name was similar to hers in order to steal that client's identity for the Eligibility Specialist's personal use to obtain a cell phone contract and a credit card. The Board's Order adopts the Report and Recommendation of the Office of Administrative Trials and Hearings ("OATH"), issued after a full trial before Administrative Law Judge ("ALJ") Kara J. Miller. The Board found that the ALJ correctly determined that the former HRA Eligibility Specialist, without authorization to do so, accessed on at least 7 occasions the confidential records of an HRA client, whose name was similar to hers, in the Welfare Management System ("WMS"). WMS is a system maintained by the New York State Office of Temporary and Disability Assistance ("OTDA") containing information about all persons who have applied for or have been determined to be eligible for benefits under any program for which OTDA has supervisory responsibility. The Eligibility Specialist then used the confidential information she had obtained, namely the HRA client's social security number and date of birth, to open a Verizon Wireless account and a Bank of America credit card in the client's name. The ALJ found, and the Board adopted as its own findings, that the former HRA Eligibility Specialist's conduct violated the City of New York's conflicts of interest law, which (a) prohibits a public servant from engaging in any business, transaction, or private employment, or having any financial or other private interest, direct or indirect, which is in conflict with the proper discharge of his or her official duties; (b) prohibits a public servant from disclosing or using confidential information obtained as a result of his or her official duties to advance any direct or indirect financial or other private interest of the public servant or any person or firm associated with the public servant; and (c) prohibits a public servant from using or attempting to use his or her position to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant. The ALJ recommended and the Board imposed a fine of $10,000. In setting the amount of the fine, the Board agreed with the ALJ's characterization of the former HRA Eligibility Specialist's use of confidential information as "self-serving and malicious" and took into consideration her "disregard of the charges and the proceedings at OATH, thus requiring Board staff to expend time and public resources to prove the case at OATH." *COIB v. Smart*, OATH Index No. 2588/09, COIB Case No. 2008-861 (Order Nov. 23, 2009).

The Board and the New York City Department of Education ("DOE") concluded a three-way settlement with a DOE Principal who paid a total fine of $7,500 for, among other things, intertwining the operations of his not-for-profit organization with those of his school, despite having received written instructions from the Board that the City's conflicts of interest law

prohibits such conduct. The Principal of the Institute for Collaborative Education in Manhattan (P.S. 407M) admitted that in September 1998 the Board granted him a waiver of the Chapter 68 provision that prohibits City employees from having a position with a firm that has business dealings with the City. This waiver allowed him to continue working as the paid Executive Director of his not-for-profit organization while it received funding from multiple City agencies, but not from DOE. The Principal acknowledged that the Board notified him in its September 1998 waiver letter that under Chapter 68 he may not use his official DOE position or title to obtain any private advantage for the not-for-profit organization or its clients and he may not use DOE equipment, letterhead, personnel, or any other City resources in connection with this work. The Principal admitted that, notwithstanding the terms of the Board's waiver, his organization engaged in business dealings with DOE; he used his position as Principal to help a client of the not-for-profit get a job at P.S. 407M; and he intertwined the not-for-profit's operations with those of P.S. 407M, including using the school's phone numbers and mailing address for the organization. The Principal further admitted that he hired two of his DOE subordinates to work for him at his not-for-profit, including one to work as his personal assistant, and that he knew that neither DOE employee had obtained the necessary waiver from the Board to allow them to moonlight with a firm that does business with the City. He admitted that by doing so he caused these DOE subordinates to violate the Chapter 68 restriction on moonlighting with a firm engaged in business dealings with the City. The Principal acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from entering into a financial relationship with a superior or subordinate City employee and from knowingly inducing or causing another public servant to engage in conduct that violates any provision of Chapter 68. The Principal paid a $6,000 fine to the Board and $1,500 in restitution to DOE, for a total financial penalty of $7,500. The amount of the fine reflects that the Board previously advised the Principal, in writing, that the City's conflicts of interest law prohibits nearly all of the aforementioned conduct, yet he heeded almost none of the Board's advice. *COIB v. Pettinato*, COIB Case No. 2008-911 (2009).

The Board issued its Findings of Facts, Conclusions of Law, and Order fining a Police Captain for the New York City Human Resources Administration ("HRA") $1,500 for using his City position to obtain a personal benefit from three subordinate officers and then entering into financial relationships with each of the officers. The Board's Order adopts in substantial part the Report and Recommendation of the Office of Administrative Trials and Hearings ("OATH"), issued after a full trial before Administrative Law Judge ("ALJ") Julio Rodriguez. The Board found that the ALJ correctly determined that the HRA Police Captain solicited and hired three of his then subordinates to work for him and his video production company at a private fashion show. The Board found that the HRA Police Captain used his City position to solicit his subordinates to work at the fashion show, which work benefitted the Captain and his company. Although the HRA Police Captain promised to pay each subordinate $60 for their work at the show, he did not pay them until several months after they performed the work for him and after they had made repeated requests for payment. The ALJ found, and the Board adopted as its own findings, that the HRA Police Captain's conduct violated the City's conflicts of interest law, which prohibits a public servant from using his or her City position for private financial gain *and* from entering into a business or financial relationship with a subordinate public servant. The Board rejected the recommended fine of $750 and instead determined that a $1,500 fine is the appropriate penalty. In setting the amount of the fine, the Board took into consideration that this

case "required a full trial at OATH and the consequent expenditure of scarce government resources, and that there was no acceptance of responsibility by Respondent." The Board noted its policy of encouraging settlements, which it uses as opportunities for violators to accept personal responsibility for violating the City's conflicts of interest law and as educational tools to help prevent future violations. *COIB v. D. Williams*, OATH Index No. 2135/08, COIB Case No. 2006-045 (Order Nov. 5, 2009).

The Board fined the former Senior Vice President of the South Manhattan Health Care Network and Executive Director of the Bellevue Hospital Center ("Bellevue"), a facility of the New York City Health and Hospital Corporation ("HHC"), $12,500 for his multiple violations of Chapter 68 of the New York City Charter, the City's conflicts of interest law, and Section 12-110 of the New York City Administrative Code, the City's financial disclosure law. Among those violations, the former Executive Director acknowledged that, between January 2001 and July 2004, he failed to pay the required copayment for 7 prescriptions, in violation of the Bellevue pharmacy policy. The former Executive Director admitted that in so doing he violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position to obtain any private or personal advantage for himself or herself. *COIB v. Perez*, COIB Case No. 2004-200 (2009).

The Board imposed, and then forgave based on a showing of extreme financial hardship, a $7,500 fine on a former Eligibility Specialist at the New York City Human Resources Administration ("HRA") who accessed the confidential records of her sister and of her tenant, who was also her paid child-care provider, and used her City position to benefit her paid child-care provider by processing his applications for recertification of his food stamps benefits. The former Eligibility Specialist admitted that she used her HRA position to gain unauthorized access to the Welfare Management System ("WMS") to obtain confidential public assistance records concerning her sister and her tenant, who was also her paid child-care provider. WMS is a system maintained by the New York State Office of Temporary and Disability Assistance ("OTDA") containing information about all persons who have applied for or have been determined to be eligible for benefits under any program for which OTDA has supervisory responsibility. The Eligibility Specialist accessed her sister's confidential records twice and her live-in child-care provider's records 22 times. The former Eligibility Specialist further admitted that she used her HRA position to benefit her live-in child-care provider, a person with whom she was associated within the meaning of the conflicts of interest law, by processing his applications for recertification of his food stamps benefits on three occasions. In these three recertifications, she intentionally failed to include his income from working as her child-care provider, resulting in his receipt of increased food stamps benefits. This conduct also conflicted with the proper discharge of her official HRA duties as an Eligibility Specialist. The former Eligibility Specialist acknowledged that her conduct violated the City's conflicts of interest law, which (a) prohibits a public servant from engaging in any business, transaction, or private employment, or having any financial or other private interest, direct or indirect, which is in conflict with the proper discharge of his or her official duties; (b) prohibits a public servant from disclosing or using confidential information obtained as a result of his or her official duties to advance any direct or indirect financial or other private interest of the public servant or any person or firm associated with the public servant; and (c) prohibits a public servant from using or attempting to use his or her position to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or

firm associated with the public servant, which would include an individual with whom the public servant is residing *or* someone with whom the public servant otherwise has a business or financial relationship. For this misconduct, the Board imposed a fine of $7,500, but forgave this fine upon the Eligibility Specialist's showing of extreme financial hardship, including her current unemployment, application for and receipt of a number of forms of public assistance, and outstanding balances on her rent and utility bills. *COIB v. Beza*, COIB Case No. 2009-024 (2009).

The Board and the New York City Department of Education ("DOE") concluded a three-way settlement with an Assistant Principal who agreed to pay $1,300 in restitution to DOE and a $1,500 fine to the Board for misusing his DOE position and DOE resources by using a DOE procurement card ("P-Card") for personal purposes. The Assistant Principal acknowledged that, at the beginning of the 2007-2008 school year, he had been given a P-Card for the sole purpose of making purchases for the school. During the month of September 2008, the Assistant Principal made multiple personal purchases using the P-Card, totaling $1,295.98. He acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using his or her City position for private financial gain and from using City resources, such as school funds, for any non-City purpose. *COIB v. J. Brown*, COIB Case No. 2009-140 (2009).

The Board fined a former New York City Department of Education (DOE") Substance Abuse Prevention and Intervention Specialist $1,000 for using his position to benefit a not-for-profit organization he created. The former Substance Abuse Prevention and Intervention Specialist admitted that he solicited two students to join his not-for-profit, which they did, and that he created a website for his not-for-profit on which he posted four photographs of DOE students. He also admitted that he posted information concerning two DOE events that he had coordinated as part of his duties as a Substance Abuse Prevention and Intervention Specialist, which postings created the appearance that the events had been coordinated by the not-for-profit, when in fact these were DOE events. The former Substance Abuse Prevention and Intervention Specialist acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant. *COIB v. Eisenberg*, COIB Case No. 2007-626 (2009).

The Board and the New York City Department of Citywide Administrative Services ("DCAS") concluded a three-way settlement with a DCAS Senior Special Officer who was suspended for fifteen days by DCAS, valued at $2,999.40, and forfeited ten days of annual leave, valued at $1,993.60, for a total financial penalty of $4,984, for using his position to obtain a $4,600 loan from his DCAS subordinate, a City Security Aide. The Senior Special Officer repaid the Security Aide only after he was interviewed by the New York City Department of Investigation ("DOI") about this matter. The DCAS Senior Special Officer acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant and prohibits a public servant from entering into any business or financial relationship with another public servant who is a superior or subordinate of such public servant. *COIB v. Campbell*, COIB Case No. 2009-122 (2009).

The Board fined a former New York City Human Resources Administration ("HRA") Executive Agency Counsel $1,500 for using her City-issued LexisNexis password to access LexisNexis for non-City purposes. The former Executive Agency Counsel admitted that in order to access records on LexisNexis using her City-issued password, she was required to certify that the information she sought was for a "permissible use," defined by HRA as use for a City purpose, such as to detect and prevent fraud by HRA clients. The former Executive Agency Counsel admitted that, between October 2007 and July 2008, she conducted public records searches on thirty-one individuals for personal, non-City purposes. The former Executive Agency Counsel acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, and prohibits a public servant from using City resources, such as City-issued passwords, for any non-City purpose. *COIB v. Finkenberg*, COIB Case No. 2009-029 (2009).

The Board issued its Findings of Facts, Conclusions of Law, and Order fining a former Community Service Aide for the New York City Housing Authority ("NYCHA") $2,000 for accepting, in addition to his City salary, compensation from a private entity for performing his duties as a NYCHA employee. The Board's Order adopts the Report and Recommendation of Administrative Law Judge ("ALJ") Kara J. Miller, issued after a full trial at the Office of Administrative Trials and Hearings, except with regard to the recommended fine. The Board found that the ALJ correctly determined that the former Community Service Aide received $1,000 in improper compensation. The Community Service Aide was assigned to oversee private events at a NYCHA Community Center to make sure that the events ended at the scheduled times and that the event organizers cleaned the Center. Rather than enforcing these rules, the Community Service Aide collected money from the Center's advisory board—an independent, private entity that is not affiliated with NYCHA—for staying late to oversee events and for cleaning the Center. He collected this money in addition to compensation he received from NYCHA for the extra time he spent at the events. The ALJ found, and the Board adopted as its own findings, that the former NYCHA employee's conduct violated the City's conflicts of interest law, which prohibits a public servant from using his or her City position for private financial gain and from accepting compensation, except from the City, for performing tasks that he or she could be reasonably assigned to do as part of his or her official City duties. The Board rejected the recommended fine of $1,000 and instead determined that a $2,000 fine is the appropriate penalty. In setting the amount of the fine, the Board took into consideration that this case "required a full trial at OATH and the consequent expenditure of scarce government resources, and that there was no acceptance of responsibility by Respondent." The Board noted its policy of encouraging settlements, which it uses as opportunities for violators to accept personal responsibility for violating the City's conflicts of interest law and as educational tools to help prevent future violations. *COIB v. Huertas*, OATH Index No. 1110/99, COIB Case No. 2009-725f (Order Aug. 4, 2009).

The Board fined a Health Services Manager for the New York City Department of Health and Mental Hygiene ("DOHMH") $3,500 for using her DOHMH position to help her brother get a job in the DOHMH bureau that she supervised and for using her position to steer a DOHMH

contract to a vendor with which she had a financial relationship. The Health Services Manager admitted that, while working in the DOHMH Bureau of Tuberculosis Control ("TB Bureau") as the Director of Clinical Services and as the Program Management Officer, she directed her DOHMH subordinate to interview her brother for a job in the TB Bureau, which job he obtained. She then indirectly supervised the DOHMH employment of both her brother and her sister, who was also employed in the TB Bureau. She further admitted that, while working in the TB Bureau and in direct contravention to the City's purchasing directives, she unilaterally entered into an oral agreement with a vendor for installation of flooring in her TB Bureau office. She backed the agreement with a $6,350 security deposit from her personal funds, with the understanding that the vendor would refund her money only after it received payment from the City for the same work. At that time, DOHMH had not approved requisition of the flooring. She admitted that she compromised her objectivity as a public servant when she ensured repayment of her security deposit by using her DOHMH position to award a contract to the vendor. The DOHMH Health Services Manager acknowledged that she violated the City's conflicts of interest law, which prohibits a public servant from using his or her City position to obtain a financial gain, direct or indirect, for any person or firm associated with the public servant. *COIB v. Dorsinville*, COIB Case Nos. 2007-218 and 2008-530 (2009).

The Board fined a New York City Housing Authority ("NYCHA") Supervising Housing Caretaker $1,000 for receiving fees from two tax preparation companies for referring five of his subordinates to the companies and for receiving faxes at his job in connection with this private business. The NYCHA Supervising Housing Caretaker acknowledged that he violated the City's conflicts of interest law, which prohibits a public servant from using his or her City position to attempt to obtain any financial gain for the public servant or any person or firm associated with the public servant and prohibits public servants from using City resources for non-City purposes. In setting the amount of the fine, the Board took into consideration that for this conduct the Supervising Housing Caretaker was suspended by NYCHA for three days, valued at approximately $586. *COIB v. Samuels*, COIB Case No. 2008-910 (2009).

The Board and the New York City Housing Authority ("NYCHA") concluded a three-way settlement with a NYCHA Superintendent who was fined $2,000 by the Board and $1,500 by NYCHA for misusing his NYCHA position to obtain free services from his subordinates. The NYCHA Superintendent admitted that he used his City position to have two subordinate maintenance workers diagnose problems with the electricity and the refrigerator at his mother's house. The Superintendent acknowledged that he violated the City's conflicts of interest law, which prohibits a public servant from using his or her City position to attempt to obtain any financial gain for the public servant or any person or firm associated with the public servant, including a parent. *COIB v. Hall*, COIB Case No. 2008-348 (2009).

The Board and the New York City Housing Authority ("NYCHA") concluded a three-way settlement with a NYCHA Assistant Resident Buildings Superintendent who was suspended from NYCHA for 44 work days, valued at approximately $10,164, for misusing his NYCHA position and NYCHA letterhead in an attempt to avoid paying a parking ticket he had received. The NYCHA Assistant Resident Buildings Superintendent admitted that he used his City position to purchase a fraudulent or otherwise unauthorized NYCHA parking permit. He further admitted that he submitted a photocopy of the unauthorized parking permit with a letter that he

wrote on NYCHA letterhead, without authorization from the NYCHA Chairman, to the New York City Department of Finance to attempt to avoid paying a parking ticket that he had received. The Assistant Resident Buildings Superintendent acknowledged that he violated the City's conflicts of interest law, which prohibits a public servant from using City resources for any non-City purpose and also from using his or her City position to attempt to obtain any personal financial gain. *COIB v. D. Vazquez*, COIB Case No. 2009-241 (2009).

The Board and the New York City Environmental Control Board ("ECB") concluded a three-way settlement with the Operations Manager of the Brooklyn Office of ECB who agreed to pay a $2,500 fine to the Board, to be demoted by ECB in title (but not in salary), and to be reassigned from the Brooklyn Office to the Manhattan Office of ECB for using her ECB position and ECB resources to facilitate and promote her sister's use of an ECB job that she never held on her resume. The ECB Operations Manager admitted that she searched for, obtained, and then provided information about an ECB job title to her sister for use on her resume, knowing that her sister had never worked for ECB. The Operations Manager then brought her sister's resume, containing that phony ECB job, to work and faxed it to a potential employer using an ECB fax cover sheet and an ECB fax machine. The Operations Manager acknowledged that her conduct violated the City's conflict of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, and prohibits a public servant from using City letterhead, personnel, equipment, resources, or supplies for any non-City purpose. *COIB v. S. Edwards*, COIB Case No. 2008-131 (2009).

The Board and the New York City Department of Parks & Recreation ("Parks") concluded a three-way settlement with the Parks Recreation Supervisor of the St. John's Recreation Center, who agreed to serve a 30-day suspension from Parks, valued at approximately $2,300, for misusing his Parks position to obtain paid work from an organization that was using the Parks facility he supervised. The Parks Recreation Supervisor admitted that, while performing his official Parks duties, he offered to provide private cleaning and security services to the organizers of an event that was going to be held at St. John's Recreation Center. The Recreation Supervisor admitted that he had offered to provide these services while discussing the organization's use of the Center, including cleaning the Center after their event. He further admitted that he received $2,000 from the event organizers for his services. The Recreation Supervisor acknowledged that he violated the City's conflicts of interest law, which prohibits a public servant from using his or her City position to obtain any personal financial gain. *COIB v. Keene*, COIB Case No. 2008-260 (2009).

The Board and the New York City Department of Environmental Protection ("DEP") concluded a three-way settlement with the DEP Agency Chief Contracting Officer, who forfeited $6,290 in annual leave for misusing her position at DEP to obtain DEP water-pumping services on an expedited basis not regularly afforded to the general public. The Agency Chief Contracting Officer admitted that in July 2007 she sent an e-mail to the Deputy Commissioner of the DEP Bureau of Water & Sewer Operations ("BWSO"), requesting that he send a BWSO response crew to alleviate flood conditions at her private residence. She further admitted that, approximately two hours after sending the e-mail, a BWSO response crew arrived and pumped

water from the basement, driveway, and garage of her home. The services she received from the BWSO response crew were estimated to be valued at $642. The Agency Chief Contracting Officer acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using his or her City position for personal advantage or financial gain. The Agency Chief Contracting Officer agreed to forfeit 12 days of annual leave, which has an approximate value of $6,290. This forfeiture represents the financial equivalent of a 15-day suspension plus the value of the BWSO services she received. *COIB v. Fenves*, COIB Case No. 2009-262 (2009).

The Board issued a public warning letter to a New York City Department of Education ("DOE") Nursing Supervisor for using or attempting to use her City position in order to obtain a benefit for her son by intervening in the disciplinary proceedings on his behalf. After learning of an allegation of use of corporal punishment involving her son, a DOE Substitute Paraprofessional, the Nursing Supervisor called her son's school, identified herself as a DOE Nursing Supervisor, and asked to speak to the school's Principal; only after the Principal took her call did she identify herself as the mother of the Substitute Paraprofessional. Thereafter, the Nursing Supervisor accompanied her son to his school on the morning of his disciplinary hearing related to the allegations against him, at which he was also accompanied by his union representative, and again attempted to speak to the school's Principal. While not pursuing further enforcement action, the Board took the opportunity of this public warning letter to remind public servants that Chapter 68 of the City Charter prohibits a public servant from using or attempting to use his or her City position to obtain a personal benefit for an individual with whom the public servant is associated, which would include a child. *COIB v. Robinson*, COIB Case No. 2009-109 (2009).

The Board fined an Executive Director of a New York City Health and Hospitals Corporation ("HHC") hospital $1,000 for not paying the required fee for multiple prescriptions he filled at his hospital's pharmacy until seven months after the last of the prescriptions was dispensed to him. The Executive Director admitted that from November 1, 2004, to August 5, 2005, he filled eleven prescriptions at his hospital's pharmacy for his personal use but failed to pay the required $10 processing fee at the time the prescriptions were dispensed to him, as is required of every other employee of his hospital. The Executive Director further admitted that he paid for all the prescriptions in March 2006 with a backdated check. The Executive Director acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his City position for personal advantage or financial gain. In setting the amount of the fine, the Board took into consideration that HHC previously imposed other penalties on the Executive Director for this misconduct. *COIB v. Constantino*, COIB Case No. 2008-355 (2009).

The Board issued a public warning letter to a New York City Department of Education Assistant Principal for hiring her brother to work as a teacher in her department and approving his timesheets. In hiring her brother, the Assistant Principal relied on the permission she obtained from her principal; however, such permission was improperly granted and does not alleviate her Chapter 68 violation. While not pursuing further enforcement action under these circumstances, the Board took the opportunity of the public warning letter to remind public servants that Chapter 68 of the City Charter prohibits public servants from using their City positions to obtain

any private or personal advantage for themselves or any person or firm associated with them, which would include a spouse, parent, child, or sibling. *COIB v. Baumfeld*, COIB Case No. 2008-962 (2009).

The Board fined a former Custodian for the New York City Department of Education ("DOE") $20,000, the highest fine to date in a Board settlement. The former Custodian acknowledged he had made personal purchases using DOE funds from three DOE vendors and then instructed those vendors to falsify the invoices in order to conceal from DOE his use of DOE funds for personal purchases. The former Custodian also acknowledged that he used the custodial staff that he hired to work at his DOE school to perform personal work for him and for his brother-in-law – including painting his house, installing shelves, installing cabinets at his brother-in-law's house, moving a rug, and cleaning his deck – always without paying them and sometimes at times when the custodial staff was supposed to performing work at the Custodian's DOE school. The former Custodian admitted that he violated the City's conflicts of interest law, which prohibits the use of City resources – which include City monies or City personnel – for any non-City purpose and prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant. *COIB v. O'Brien*, COIB Case No. 2008-960 (2009).

The Board fined a former Superintendent for the New York City Housing Authority ("NYCHA") $1,500 for repeatedly attempting to make sales to his NYCHA subordinates at times when he and they were supposed to be performing work for NYCHA. The former Superintendent acknowledged that, in addition to his NYCHA position, he also worked for Prepaid Legal Services. The former Superintendent acknowledged that he made numerous presentations about Prepaid Legal Services to his NYCHA subordinates during his and their NYCHA workdays in an attempt to sell a membership to Prepaid Legal Services, which efforts were unsuccessful. The former Superintendent acknowledged that his conduct violated the City's conflict of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant and prohibits a public servant from using City time for any non-City purpose. *COIB v. Richardson*, COIB Case No. 2008-527 (2009).

The Board concluded a settlement in which it accepted an agency-imposed penalty of a 13-day suspension, valued at $1,466, against a Case Manager for the New York City Human Resources Administration ("HRA") for using her HRA position to enable her husband, a real estate broker, to earn a rental fee from an HRA client. The Case Manager acknowledged that, among her HRA duties, she is responsible for assisting HRA clients in finding housing. In June 2004, she introduced an HRA client looking for housing to her husband, a real estate broker; her husband showed the HRA client an apartment, which the client rented, and thus entitled the Case Manager's husband to receive compensation from the rental agency that employed him. The Case Manager admitted that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, which would include the public servant's spouse. *COIB v. Abiodun*, COIB Case No. 2005-612 (2009).

The Board fined a former Assistant Supervisor for the Office of Payroll Administration ("OPA") Garnishment Unit $2,000 for using her City position and City resources to improperly lower the amount of money that was garnished from her brother's City salary. The former Assistant Supervisor admitted that, while employed by OPA, her duties included processing and inputting income executions against City employees into the Garnishment Information System. She admitted that, without authorization, she inputted an amount that was lower than the amount that was supposed to be garnished from her brother's City salary and, later, prematurely stopped the garnishments entirely, even though approximately $2,867 remained to be collected from her brother. The former Assistant Supervisor acknowledged that she violated the City's conflicts of interest law, which prohibits a public servant from using his or her City position to obtain a financial gain, direct or indirect, for a person associated with the public servant. *COIB v. Winfield*, COIB Case No. 2008-823 (2009).

The Board issued a public warning letter to a Special Project Coordinator at the New York City Department of Parks and Recreation for, in violation of City's conflicts of interest law: (a) serving as the volunteer President of a not-for-profit organization having business dealings with Parks without the approval of the Parks Commissioner; (b) being directly involved in that not-for-profit's City business dealings, through her solicitation of grants and contracts from the City for the not-for-profit; (c) performing work for the not-for-profit while on City time and using City resources, such as Parks personnel and her Parks office and telephone; and (d) misusing her position to schedule events at Parks facilities for the not-for-profit on terms and conditions not available to other entities. Here, the Board did not pursue further enforcement action against the Special Project Coordinator for her multiple violation of Chapter 68 of the City Charter because her supervisor at Parks had knowledge of and apparently approved her use of City time and resources on behalf of the not-for-profit organization. Nonetheless, the Board took the opportunity of the issuance of this public warning letter to remind public servants that, in order to hold a position at a not-for-profit having business dealings with their own agency, public servants must obtain approval from their agency head, not merely their supervisor, to have that position *and* must have no involvement in the City business dealings of the not-for-profit. Under certain circumstances the Board may grant a waiver of that prohibition, subject to certain conditions, after receiving written approval of the public servant's agency head. However, even with such a waiver, public servants would still not be permitted to use their City positions to obtain a benefit for the not-for-profit with which they have a position – such as obtaining access to City facilities on terms not available to other not-for-profits. *COIB v. Rowe-Adams*, COIB Case No. 2008-126 (2009).

The Board fined the former Director of Special Projects at the Office of the Chief Medical Examiner ("OCME") $3,250 for using City resources and his City position to perform work related to a private consulting venture. The former Director acknowledged that when he was still employed by OCME, he had several substantive conversations about his proposed private consulting firm with representatives of an OCME vendor, specifically about the prospect of the OCME vendor doing business with his private consulting firm. He also used OCME facilities to engage in a number of substantive conversations, with an OCME colleague and others, about the creation of the private consulting firm. The former Director acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from

using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, and prohibits a public servant from using City letterhead, personnel, equipment or supplies for any non-City purpose. *COIB v. Ribowsky*, COIB Case No. 2008-478 (2009).

The Board and the New York City Human Resources Administration ("HRA") concluded a three-way settlement in which an HRA Job Opportunity Specialist was fined twenty-one-days' pay by HRA, valued at $3,074, for accessing confidential information about her mother and using her HRA position in an attempt to expedite her mother's request for a reimbursement check from HRA. The Job Opportunity Specialist admitted that she improperly accessed her mother's confidential records on HRA's Welfare Management System database on over one hundred occasions in an effort to determine if her mother's request for a reimbursement check from HRA had been approved and also used her HRA position in an attempt to expedite the approval of her mother's request. The Job Opportunity Specialist acknowledged that her conduct violated the City's conflicts of interest law, which (a) prohibits a public servant from disclosing or using confidential information obtained as a result of his or her official duties to advance any direct or indirect financial or other private interest of the public servant or any person or firm associated with the public servant; and (b) prohibits a public servant from using or attempting to use his or her position to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, which includes a public servant's parent. *COIB v. Candelario*, COIB Case No. 2008-387 (2009).

The Board fined the Director of Facilities Management for the Division of School Facilities at the New York City Department of Education ("DOE") $1,150 for using DOE subordinates to perform a personal favor for him using a City vehicle. The Director acknowledged that, in a room containing a number of DOE employees, including his subordinates, he stated that he was having difficulty locating a tricycle for his grandchild. One of his subordinates volunteered to purchase the tricycle for the Director during his lunch break, an offer the Director accepted. The subordinate could not purchase it during his lunch break, so he offered to look for the tricycle at a different store on his way home from work with a second subordinate, an offer which the Director also accepted. The Director was aware that both shopping trips would be made using the subordinate's regularly-assigned DOE vehicle. The Director acknowledged that his conduct violated the City's conflict of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant and prohibits a public servant from using any City resource, such as a City vehicle, for a non-City purpose. *COIB v. Borowiec*, COIB Case No. 2008-555 (2009).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement in which a Scientist in the Office of Radiological Health in the DOHMH Bureau of Environmental Science and Engineering was fined 3 work days by DOHMH, valued at $699, for identifying himself as a DOHMH employee – using his DOHMH address, telephone number, and e-mail address – in order to facilitate the publication of

a personal article in the International Journal of Low Radiation. The Scientist acknowledged that he was aware of, but had not complied with, the DOHMH vetting process required for the publication of such an article. The DOHMH Scientist acknowledged that his use of his DOHMH position to facilitate the publication of a personal article violated both the DOHMH Standard of Conduct and the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant. *COIB v. D. Hayes*, COIB Case No. 2008-943 (2009).

The Board and the New York City Human Resources Administration ("HRA") concluded a three-way settlement in which an HRA Principal Administrative Associate was suspended by HRA for 60 days, valued at $8,232, for approving her mother's food stamp application and authorizing a food stamp case be opened for her mother. The Principal Administrative Associate acknowledged that on February 25, 2005, she reviewed and approved her mother's food stamp application as the group supervisor authorizing the opening of the case. The Principal Administrative Associate's authorization caused HRA to open a food stamp case for her mother and reactivate her mother's expired Electronic Benefit Transfer card. The Principal Administrative Associate acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, which includes a public servant's parent. *COIB v. M. Burgos*, COIB Case No. 2008-326 (2009).

The Board fined a New York City Department of Education ("DOE") teacher $2,000 for using his DOE position to obtain two laptop computers for his personal use, which were given to him by a private citizen, who served as Principal for a Day at his school. The teacher acknowledged that after the private citizen had volunteered as Principal for a Day, he met with the teacher and discussed the teacher's work with the school's chess team, for which the teacher served as coach. The private citizen said that he would like to give the teacher a gift in recognition of his work with the chess team, and the teacher told the private citizen that he would like two laptop computers. The private citizen then purchased two laptop computers, delivered them to the teacher's school, and the teacher took them home and had them in his exclusive custody for his use for the next two years. The teacher admitted that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant. *COIB v. Alejandro*, COIB Case No. 2008-581 (2009).

The Board fined a New York City Department of Education ("DOE") teacher $1,000 for selling a small self-composed framed poem to the parent of a student from her school and attempting to sell five self-composed framed poems to the parent of another student in her class, some of which conduct was done on DOE time. The teacher admitted that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated

with the public servant, and prohibits a public servant from using City time for any non-City purpose. In setting the amount of the fine, the Board took into account the teacher's financial hardship, including her significant debt and exhaustion of all her savings on basic living expenses. *COIB v Murrell*, COIB Case No. 2008-481 (2009).

The Board fined the former Director of the New York City Department of Design and Construction ("DDC") Office of Community Outreach and Notification ("OCON") $2,500 for using her City position to help her two adult children obtain jobs with private companies that did business with DDC. The former OCON Director admitted that she helped her son obtain a position with a DDC vendor by asking the vendor's President whether he knew of any positions in the private sector for her son. She also admitted that she helped her daughter obtain a position with a DDC contracting firm by giving her daughter's resume to a representative of the contractor and then allowing DDC to approve the hiring of her daughter by the contractor. The former OCON Director acknowledged that, by this conduct, she violated the City's conflicts of interest law, which prohibits a public servant from using his or her City position to obtain a financial gain, direct or indirect, for a person associated with the public servant, which includes a child. *COIB v. Dodson*, COIB Case No. 2007-330 (2009).

The Board fined a New York City Fire Department ("FDNY") firefighter $1,000 for attempting to use his position to avoid receiving a parking ticket for illegally parking near a fire hydrant. The FDNY firefighter acknowledged that on May 11, 2008, he parked his personal vehicle three feet away from a fire hydrant on Van Cortlandt Park South in the Bronx, near his residence, and placed on the dashboard, alongside a Uniformed Firefighters' Association union placard, a handwritten note addressed to City traffic agents that read: "I'm really a fireman. I work in Engine 46. Ask Traffic Agent Maria Daniel. Thank you for your courtesy." The FDNY firefighter acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant. *COIB v Santana*, COIB Case No. 2008-374 (2009).

The Board and the New York City Housing Authority ("NYCHA") concluded a three-way settlement with a NYCHA Caretaker who purchased a fraudulent, counterfeit, or otherwise unauthorized NYCHA parking permit from a NYCHA Painter and then submitted a photocopy of the parking permit to the New York City Department of Finance in an attempt to avoid paying a parking ticket. The Caretaker admitted that she used her City position to obtain the unauthorized parking permit and that she attempted to use the parking permit to avoid paying a parking ticket. The Caretaker acknowledged that she violated the City's conflicts of interest law, which prohibits a public servant from having any private interest, direct or indirect, that conflicts with the proper discharge of her official duties (as required by her official responsibilities as a NYCHA Caretaker) and from using her City position to obtain any financial gain or any other private or personal advantage, direct or indirect, for herself. The Caretaker agreed to receive a twenty work-day fine, which has an approximate value of $2,882, to be imposed by NYCHA, and to serve a one-year General Probationary Evaluation Period. *COIB v. Hubert*, COIB Case No. 2008-267a (2008).

The Board issued a public warning letter to the Commissioner of the New York City Department of Information Technology and Telecommunications ("DoITT") for using his position to obtain a financial gain for a firm associated with him, a not-for-profit organization that he served as an unpaid member of the Board of Directors (the "Organization"). The Commissioner provided the Organization with a list of people to be invited to the Organization's fundraising event, which list included persons or parties with present or potential future business before DoITT. Even though the Commissioner did not personally obtain a financial benefit and did not directly solicit any person or business to make a donation, by providing names of business contacts with the expectation that the Organization would solicit them, the Commissioner used his City position to facilitate the solicitation of donations to the Organization. While not pursuing further enforcement action, the Board took the opportunity of this public warning letter to remind elected officials and high-level public servants that, to avoid even the appearances of impropriety, they should request an opinion from the Board as to whether their proposed outside fundraising activities are consistent with the conflicts of interest provisions of Chapter 68. *COIB v. Cosgrave*, COIB Case No. 2007-290 (2008).

The Board adopted the Report and Recommendation of Administrative Law Judge ("ALJ") Kevin F. Casey at the Office of Administrative Trials and Hearings ("OATH"), issued after a full trial of this matter on the merits, that, while employed by the New York City Department of Education ("DOE"), a then-Assistant Principal misused her position by using funds from the general school fund account for her own personal financial gain. The Board found that, while employed by DOE, during the 2003-2004 school year, the former Assistant Principal was placed in charge of her school's general school fund account, on deposit at Fleet Bank. In the spring of 2004, the Assistant Principal was given approximately $8,565 in cash, consisting largely of funds contributed by the parents of her school's fifth-grade students to cover fifth-grade graduation and trip expenses. The Assistant Principal failed to deposit approximately $2,460 of this money, and then, over the course of the year, used approximately $4,224 for non-City purposes, including cash withdrawals and debit card purchases for personal clothing at Loehmann's and Century 21 Department Store, among other places. The Assistant Principal claimed that she had made deposits to reimburse the general school fund account for her personal withdrawals and debit card purchases, but the OATH ALJ and the Board rejected her claims as unsupported by reliable evidence and thus not credible. The OATH ALJ found, and the Board adopted as its own findings, that the Assistant Principal's conduct violated the City's conflicts of interest law, which prohibits a public servant from using his or her City position for private financial gain and from using a City resources, such as school funds, for any non-City purpose. The Board fined the former Assistant Principal $7,500. *COIB v. L. Bryan*, OATH Index No. 1366/08, COIB Case No. 2005-748 (Order Dec. 22, 2008).

The Board fined the former Director of the Forensic Biology Department of the Office of the Chief Medical Examiner ("OCME") $2,500 for using City resources and his City position to perform work related to a private consulting venture. The former Director acknowledged that when he was still employed by OCME, he used OCME facilities – a City resource – to engage in a number of substantive conversations, with an OCME colleague and others, about the creation of a private consulting firm. He also has several substantive conversations about this private consulting firm with representatives of an OCME vendor, specifically about the prospect of the OCME vendor doing business with his private consulting firm. The former Director

acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, and prohibits a public servant from using City letterhead, personnel, equipment or supplies for any non-City purpose. *COIB v. Shaler*, COIB Case No. 2008-478a (2008).

The Board and the New York City Department of Education ("DOE") fined, in a three-way settlement, a Principal $1,000 for using her DOE position to enable her brother to obtain multiple substitute teaching assignments at her school. The Principal admitted that she had provided her brother's name and contact information to the school secretary, whose responsibility it was to hire substitute teachers, for inclusion on the school's internal substitute teacher eligibility list, thus affording him the opportunity to receive substitute teaching assignments at her school. The Principal's brother was, in fact, hired 20 times from September 2006 to October 2007 to teach at her school. The Principal admitted that this conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, which would include the public servant's brother. *COIB v. Alfred*, COIB Case No. 2007-686 (2008).

The Board fined a former New York City Department of Education ("DOE") Paraprofessional $800 for entering the classrooms of two DOE teachers and attempting to sell them clothing during her City work hours. The former DOE Paraprofessional admitted that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant and prohibits a public servant from using City time for any non-City purpose. *COIB v Valvo*, COIB Case No. 2007-479 (2008).

The Board and the New York City Department of Education ("DOE"), in a three-way settlement, fined a Principal $3,000 for using her DOE position to help her daughter register her sons – the Principal's grandchildren – in the schools at which the Principal worked, even though her grandchildren lived outside the zoning area for those schools and the Principal's daughter did not have the required variance waiver for the children to attend an out-of-district school. The Principal acknowledged that she had allowed her grandsons to attend, without the required variance waivers, two different schools at which she had served as Assistant Principal and then as Principal. The Principal admitted that this conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, which would include the public servant's daughter. *COIB v. Rosado*, COIB Case No. 2008-376 (2008).

The Board fined a former Principal for the New York City Department of Education ("DOE") $3,000 for misusing her City position to financially benefit her sister and niece, which

actions conflicted with the proper discharge of her official duties as a DOE Principal. The former Principal admitted that, while she was a Principal, she hired her niece to work as a Family Worker at her school and that she misused DOE funds to compensate her sister ($2,025) and niece ($1,460) for working at an after-school program at the Principal's school. The former Principal admitted that, at that time, her sister and niece resided together, and, thus, a financial benefit to her niece indirectly benefitted her sister. The former Principal acknowledged that she violated the City's conflicts of interest law, which prohibits a public servant from having any private interest, direct or indirect, that conflicts with the proper discharge of her official duties (as required by her official responsibilities as a DOE Principal) and from using her City position to obtain a financial gain, direct or indirect, for a person associated with the public servant, which includes a sibling. *COIB v. Ballard*, COIB Case No. 2007-431 (2008).

The Board adopted the Report and Recommendation of Administrative Law Judge ("ALJ") Tynia D. Richard at the Office of Administrative Trials and Hearings ("OATH"), issued after a full trial of this matter on the merits, that, while employed by the New York City Administration for Children's Services ("ACS"), a then Child Protective Specialist received the benefit of substantial, free work to his two homes from his ACS client. The Board found that, while employed by ACS, the then Child Protective Specialist was assigned to a family. During that assignment, the Child Protective Specialist learned of his client's profession as a private contractor and solicited his client to perform work on the Child Protective Specialist's two homes, which work included, but was not limited to: renovating a bathroom; rebuilding and repairing floors; sheet rocking, painting, and carpeting various rooms; and electrical work. The Board also found that, other than one payment of $70, the Child Protective Specialist did not compensate his client for the work and did not provide social services to his client's children, as promised. The Board found that this conduct violated the City's conflicts of interest law, which prohibits a public servant from using his or her City position for private financial gain and from accepting a gratuity from any person whose interest may be affected by the public servant's official action. The Board fined the former Child Protective Specialist $7,000. *COIB v. Okanome*, OATH Index No. 110/08, COIB Case No. 2005-132 (Order Mar. 10, 2008).

The Board fined the Director of Human Resources at the New York City Employees' Retirement System ("NYCERS") $750 for using her subordinate's credit card to buy four pieces of furniture for her home, for which purchases she paid her subordinate one month later. The Director of Human Resources admitted that this conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, and prohibits a public servant from entering into any business or financial relationship with another public servant who is a superior or subordinate of such public servant. *COIB v. Ramsami,* COIB Case No. 2007-627 (2008).

The Board and the New York City Department of Education ("DOE") concluded a three-way settlement in which a DOE Principal was fined $1,000 by DOE for using her position to invite subordinates to become members of the church where she and her husband are co-pastors. (In setting the amount of the fine, the Board and DOE also took into consideration additional allegations of misconduct relating to DOE Code of Conduct violations implicating the

Principal.) The Principal acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant. *COIB v. Elliott*, COIB Case No. 2008-331 (2008).

The Board and the New York City Department of Sanitation ("DSNY") concluded a three-way settlement in which a DSNY Medical Records Librarian was fined $250 by the Board and suspended for 3 days by DSNY, valued at $561, for using her position to obtain loans from two DSNY subordinates. The Medical Records Librarian acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant and prohibits a public servant from entering into any business or financial relationship with another public servant who is a superior or subordinate of such public servant. *COIB v. Geddes,* COIB Case No. 2008-122 (2008).

The Board and the New York City Department of Sanitation ("DSNY") concluded a three-way settlement in which a DSNY Sanitation Worker was suspended by DSNY for 44 days, valued at $11,020, for attempting to bribe a New York City Department of Environmental Protection ("DEP") Security Guard while driving a DSNY vehicle and wearing his DSNY uniform. The Sanitation Worker acknowledged that on or around March 2007, while driving a DSNY vehicle and wearing his DSNY uniform, he approached a DEP Security Guard at a DEP storage facility in Brooklyn and offered to pay him $200 in cash to let him enter the storage facility after hours and take 100 used DEP water meters, worth an estimated $1,000. The Sanitation Worker acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant and prohibits a public servant from using City resources, such as an agency vehicle or uniform, for any non-City purpose. *COIB v. Salgado,* COIB Case No. 2008-296 (2008).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement in which a DOHMH Associate Staff Analyst was suspended for six days without pay, valued at $1,563, for using her City computer and City e-mail during her City work hours to send several e-mail messages to DOHMH employees and vendors promoting her online clothing store. The Associate Staff Analyst acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant and prohibits a public servant from using City time and resources to pursue private activities. *COIB v. Ng-A-Qui,* COIB Case No. 2008-352 (2008).

The Board fined a former New York City Human Resources Administration ("HRA") Principal Administrative Assistant $1,500 for accessing HRA's computer database to view his child support case and for misappropriating funds from his child support case. The Principal

Administrative Assistant acknowledged that from in or around June 2004 through January 2007, he used his HRA username and password on twenty occasions to view his child support case on the HRA Child Support database without authorization. The Principal Administrative Assistant further acknowledged that on June 16, 2004, and December 20, 2006, he accessed his HRA child support case and falsely indicated that he was owed a refund from the HRA Office of Child Support for overpayment of child support, which caused HRA to issue him a refund check for the amount of his child support payments, funds that he subsequently repaid only in part. The Principal Administrative Assistant admitted that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, and prohibits a public servant from using City resources, such as City money, for any non-City purpose. *COIB v. Soto,* COIB Case No. 2007-261 (2008).

The Board and the New York City Department of Homeless Services ("DHS") concluded a three-way settlement with a Special Officer in the Security Division of DHS's 30th Street Men's Shelter for borrowing $600 from a homeless DHS client, which he did not repay in full until at least four months later. The Special Officer admitted that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant. The Special Officer agreed to a ten-day suspension, which has an approximate value of $1,499.50, and to forfeit ten vacation days, which has an approximate value of $770, both to be imposed by DHS. *COIB v. Proctor*, COIB Case No. 2008-256 (2008).

The Board fined a Librarian for the New York City Department of Education ("DOE") $500 for using his position to promote a recently-published book illustrated by his daughter. The Librarian acknowledged that in the April/May 2008 edition of his school's Library Newsletter, which newsletter it was among his job duties to prepare, he included a section on "Best New Book" featuring the name of his daughter and her recently-published book. The Librarian also acknowledged that, around the same time, he set up a table in the school's library with copies of his daughter's book and a sign stating "The Best Book Ever Written" with the name of his daughter and her book. The Librarian admitted that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, which would include the public servant's child. *COIB v. Grandt*, COIB Case No. 2008-609 (2008).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement with a DOHMH Pest Control Inspector who received a complaint from her uncle about quality-of-life violations near her uncle's church and then inspected the location, issued violations, and conducted follow-up inspections, all without the knowledge or permission of her DOHMH supervisors and in contravention of DOHMH policy, which, among other things, prohibits inspectors from conducting an inspection based on a

complaint from a friend or relative. The Pest Control Inspector acknowledged that her conduct violated the City's conflicts of interest law, which prohibits public servants from having any interest or engaging in conduct which is in conflict with the proper discharge of their official duties. The Pest Control Inspector received an eight-day suspension without pay, which has an approximate value of $1,496, to be imposed by DOHMH. *COIB v. Nash-Daniel*, COIB Case No. 2008-472 (2008).

The Board fined a former Assistant Principal for the New York City Department of Education ("DOE") $2,500 for using her DOE position to obtain paid positions for her daughter and her husband. The former Assistant Principal admitted that, on numerous occasions while she was employed by DOE, she called her daughter about available substitute paraprofessional positions at the Assistant Principal's school; supervised her daughter's work as a substitute; and authorized payments, totaling approximately $4,792, from DOE to her daughter. The former Assistant Principal further admitted that she had recommended that a college that contracted with DOE pay her husband to do landscaping work for the school and that, as a result of her recommendation, the college paid her husband $300 to do landscaping work. The former Assistant Principal acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using her City position to obtain a financial gain for an "associated" person, such as a spouse or child. *COIB v. M. Gray*, COIB Case No. 2007-777 (2008).

The Board fined the former Director of Cross Systems Child Planning at the New York City Administration for Children's Services ("ACS") $1,500 for using her ACS position to access information in ACS's confidential CONNECTIONS database. The former Director acknowledged that she obtained confidential information in CONNECTIONS about her own foster child, including case management records and the child's permanency report, which information was not available to other foster parents in that form, and then used the information that she obtained for her own personal benefit as a foster parent. The former Director had been previously advised in writing by the Board, when she obtained permission from the Board to become a foster parent, that the City Charter prohibits public servants from using their official positions to gain any private advantage. The former Director acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a City employee from using her position to benefit herself and from using confidential information obtained as a result of her official duties to advance any direct or indirect financial or other private interest of herself or any person associated with her. *COIB v. Siegel*, COIB Case No. 2007-672 (2008).

The Board issued a public warning letter to a New York City Department of Education ("DOE") Paraprofessional who invited students from his DOE school to join a not-for-profit organization that the Paraprofessional founded and served as president. Four DOE students joined the organization and paid membership fees totaling $140. Since the Paraprofessional personally paid for the organization's expenses that were not covered by other funding sources, such as membership fees, the Paraprofessional benefitted financially from collecting the membership fees from students. While not pursuing further enforcement action, the Board took the opportunity of this public warning letter to remind public servants that the City's conflicts of interest law prohibits public servants from using their City positions to obtain a financial gain for

themselves or for an organization in which the public servant has a financial interest. *COIB v. Winston*, COIB Case No. 2006-384 (2008).

The Board fined the Director of System and Administrative Services at the Central Warehouse for the New York City Department of Citywide Administrative Services ("DCAS") $1,750 for misusing his City position to obtain personal benefits for himself. The Director acknowledged that he obtained free, after-hours assistance with the installation of window blinds at his home from one of his subordinates at the DCAS Central Warehouse and that he solicited and obtained at least one $100 loan from another employee at the DCAS Central Warehouse who was subordinate in rank to the Director, but not in his direct chain of command. The Director acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant. *COIB v. Berger*, COIB Case No. 2008-207 (2008).

The Board fined a former Assistant Plans Examiner for the New York City Department of Buildings ("DOB") $1,250 for using his DOB position to obtain personalized, and possibly expedited, consideration of his complaint against a home improvement contractor from the New York City Department of Consumer Affairs ("DCA"). The former Assistant Plans Examiner acknowledged that he sent a "Request for Information" through the DCA website, using his DOB e-mail address and identifying himself as a DOB Project Advocate, requesting information about home improvement contractors. He then spoke with, e-mailed, and met with a DCA Community Associate concerning his request, which request turned out to be about a personal complaint he wanted to file against his own home improvement contractor. He also asked the DCA Community Associate if there was any way to expedite his complaint. The former Assistant Plans Examiner Associate admitted that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant. *COIB v. Hwang*, COIB Case No. 2008-132 (2008).

The Board fined a former Principal for the New York City Department of Education ("DOE") $2,500 for supervising her live-in boyfriend as the Technology Coordinator at her school for five months and for using, one weekend day, three of her DOE subordinates to assist her in moving her personal belongings to her new residence. The former Principal acknowledged that this conduct violated that City's conflicts of interest law, which prohibits a public servant from entering into a financial relationship – such as cohabitation – with one's superior or subordinate, and from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant. *COIB v. Montemarano*, COIB Case No. 2007-015 (2008).

The Board and the New York City Department of Education ("DOE") concluded a three-way settlement with a Principal, fining him $2,250 for using his DOE position to solicit and receive donations from his subordinates on behalf of a not-for-profit organization for which he

served as president. The Principal acknowledged that he solicited and received contributions for the not-for-profit from his subordinates – including, but not limited to, a school secretary, a guidance counselor, teachers, and an assistant principal – by approaching his subordinates to personally ask each of them to attend a fundraising dinner and by sending invitations to fundraising events to his subordinates at their homes or in their mailboxes at the school. The Principal admitted that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, which would include a not-for-profit organization for which the public servant serves as president, and prohibits a superior from soliciting charitable contributions from his or her subordinate. *COIB v. Philemy*, COIB Case No. 2007-237 (2008).

The Board fined a former New York City Health and Hospitals Corporation ("HHC") Tumor Registrar $7,100 for using her City position to benefit a private company (the "Company") in which she maintained a managerial interest after she had sold her ownership interest in the Company and for indirectly appearing before HHC on behalf of the Company. The former Tumor Registrar admitted that she requested and received proposals from the Company to do work on behalf of the Tumor Registry, signed the contract between HHC and the Company, and signed Certificates of Necessity certifying that HHC funds were necessary to pay the Company for its services to HHC. The former Tumor Registrar acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, which includes firms in which the public servant has a managerial interest, and prohibits a public servant from appearing, even indirectly, on behalf of such private interest before any City agency. *COIB v. Anderson*, COIB Case No. 2002-325 (2008).

The Board and the New York City Department of Education ("DOE") concluded a three-way settlement in which a DOE Parent Coordinator was fined $300 for borrowing money from the legal guardian of a student at her school. The DOE Parent Coordinator admitted that she borrowed $100 from the guardian, whom she did not repay for several months. The Parent Coordinator acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant. *COIB v. Johnson*, COIB Case No. 2006-617 (2008).

The Board and the New York City Department of Education ("DOE") concluded a three-way settlement in which a DOE Principal was fined $1,500 by the Board and $1,500 by DOE for using three teachers at her school to tutor her daughter, without compensation. The Principal acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the

public servant or any person or firm associated with the public servant. *COIB v. Zigelman*, COIB Case No. 2008-037 (2008).

The Board and the New York City Housing Authority ("NYCHA") concluded a three-way settlement with a Principal Administrative Associate who used her NYCHA position to solicit and obtain free computer assistance from a NYCHA job applicant. The Principal Administrative Associate acknowledged that, in addition to her other NYCHA duties and responsibilities, she has also been a member of a NYCHA panel that screens bilingual applicants for NYCHA positions. In that context, she sat on a panel in the summer of 2006 for a NYCHA job applicant who, she learned, had computer skills. The Principal Administrative Associate obtained the applicant's home telephone number, and called him in September 2006, when her personal home computer was not working properly, to request his assistance in fixing her personal computer. The applicant came to the Principal Administrative Associate's apartment to attempt to repair her computer, for which he did not receive any compensation. The Principal Administrative Associate admitted that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant. The Board and NYCHA fined the Principal Administrative Associate a total of $2,392, consisting of a $1,500, to be paid to the Board, and a five-day suspension, valued at approximately $892, to be imposed by NYCHA. *COIB v. Deschamps*, COIB Case No. 2007-744 (2008).

The Board issued a public warning letter to a New York City Department of Education ("DOE") employee for soliciting a DOE vendor to provide free services to the adult literacy program of the DOE employee's church. The Board issued the public warning letter after receiving evidence that, after consulting with the DOE Ethics Officer, the public servant withdrew his request from the vendor and did not pursue the matter any further. While not pursuing further enforcement action, the Board took the opportunity of this public warning letter to remind public servants that the City's conflicts of interest law prohibits public servants from using or attempting to use their City positions to obtain any private benefit, such as free services from a City vendor, for themselves or for individuals or entities with which they are associated. *COIB v. Bellini*, COIB Case No. 2007-689 (2008).

The Board and the New York City Department of Education ("DOE") concluded a three-way settlement with a DOE Principal who used his position to obtain separate, unrelated financial benefits for his sister and for his private tenant. The DOE Principal admitted that he used his position to help his sister obtain a job with a DOE vendor that provided Supplemental Education Services to his school. The DOE Principal also admitted that he did not obtain any competitive bids before awarding a contract to perform electrical work at his school to his private tenant, with whom he acknowledged he had an ongoing financial relationship. The DOE Principal acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant. The DOE Principal paid a $3,000 fine to the Board and paid $1,500 in restitution to DOE, for a total financial penalty of $4,500. *COIB v. Aldorasi*, COIB Case No. 2007-157 (2008).

The Board and the New York City Department of Education ("DOE") concluded a three-way settlement in which the then-Deputy Director of Budget for DOE Region 2 was fined $1,250, to be paid to the Board, for using his DOE position to help his brother obtain a principal's position at DOE. The Deputy Director acknowledged that he gave his brother's name to the Deputy Director of Regional Operations for DOE Region 2 to relay to the Local Instructional Superintendent for DOE Region 2, in order that his brother would be interviewed for a principal vacancy. The Local Instructional Superintendent contacted the Deputy Director's brother concerning a principal position, for which position his brother was interviewed, among other candidates, and eventually hired. The Deputy Director admitted that this conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, which would include the public servant's brother or sister. *COIB v. Namnum*, COIB Case No. 2007-723 (2008).

The Board fined the former Chair of the New York City Civil Service Commission ("CCSC") $15,000 for misusing City resources and personnel to perform tasks related to his private law practice. The former CCSC Chair acknowledged that he asked the CCSC Office Manager and a CCSC Administrative Associate to perform non-City tasks for him while on City time, using a CCSC computer, telephone, photocopy machine, and facsimile machine, related to his private law practice, including: typing, copying and mailing letters to private clients; retrieving and sending facsimiles; greeting visitors; preparing invoices for clients; preparing an inventory list of documents related to a litigation and then meeting one of the parties to that litigation to review the inventory and the items; preparing an Affirmation of Services concerning the Chair's legal work; and delivering packages. The former CCSC Chair further acknowledged that he also personally used his CCSC telephone for non-City related matters, totaling over 2,000 calls from January 2004 to September 2006. The former CCSC Chair acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, and prohibits a public servant from using City personnel or City resources for any non-City purpose. *COIB v. Schlein*, COIB Case No. 2006-350 (2008).

The Board issued a public warning letter to a teacher at the New York City Department of Education ("DOE") for accepting compensation from the parents of two students from her school whom she tutored for several months. The Board issued the public warning letter after receiving evidence that the DOE teacher refunded the parents of the students all of the monies the parents paid her for the tutoring. While not pursuing further enforcement action, the Board took the opportunity of this public warning letter to remind public servants that Chapter 68 prohibits a public servant from having a financial relationship with the parents of students who attend their schools because it creates at least the appearance that the public servant has used his or her position for personal financial gain. *COIB v. Wilen*, COIB Case No. 2006-683 (2008).

The Board fined a former Associate Juvenile Counselor for the Department of Juvenile Justice ("DJJ") $4,750 for using his position to obtain a loan from his subordinate for his personal use. The former Associate Juvenile Counselor acknowledged that in or around September 2003, he borrowed approximately $4,250 from his subordinate, which he failed to repay in full. The former Associate Juvenile Counselor acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant and from entering into any business or financial relationship with a superior or subordinate. Of the $4,750 fine, the Board will forgive $4,250 upon the condition that the former Associate Juvenile Counselor repays his former subordinate the outstanding balance of the loan. *COIB v. Pratt*, COIB Case No. 2004-188 (2007).

The Board and the New York City Department of Education ("DOE") concluded a three-way settlement in which a DOE Principal was fined $1,000 by the Board and was required by DOE to (a) immediately resign her position as Principal; (b) be reinstated as a teacher, resulting in a $52,649 reduction in her annual salary; and (c) irrevocably resign from DOE by August 31, 2008, for using her City position to solicit and obtain monies from subordinates and using DOE funds to partially pay back one of the loans. The Principal acknowledged that she used her position to obtain $900 from a subordinate to pay half the cost of an unauthorized DOE activity. The Principal further acknowledged that she asked a second subordinate to solicit and obtain a $350 loan from a third subordinate on her behalf and that she then used DOE funds and money from other subordinates to pay the third subordinate back the $350 loan. The Principal acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from entering into a financial relationship with a superior or subordinate, including soliciting or obtaining loans from a superior or subordinate. *COIB v. Tamayo*, COIB Case No. 2007-519 (2007).

The Board and the New York City Housing Authority ("NYCHA") concluded a three-way settlement in which the NYCHA Chief of Support Services was suspended for five days without pay, valued at $1,105, for submitting her sister's resume to a NYCHA employee with the objective of finding her sister employment as a consultant at NYCHA. The Chief of Support Services acknowledged that this conduct violated the City's conflicts of interest law, which, among other things, prohibits a public servant from using or attempting to use his or her position to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant. *COIB v. McLeod*, COIB Case No. 2007-022 (2007).

The Board fined a Commissioner for the City Planning Commission ("CPC") $4,000 for voting in favor of a development plan which would benefit another project in which the Commissioner was an investor. The CPC Commissioner acknowledged that she voted in favor of the Downtown Brooklyn Plan, which development plan included a proposal to modify the definition of "commercial" for certain areas in Brooklyn covered by the plan. One of the areas subject to this modification was located at the intersection of Flatbush and Atlantic Avenues, also known as Site 6A, an area that was also part of the private development plan for the building of a stadium for the Nets basketball team and related real estate development, in which plan the

Commissioner was an investor. By voting in favor of the Downtown Brooklyn Plan, the Commissioner conferred a benefit on this private development plan, known as the Atlantic Yards Project, by providing it with the potential ability to use Site 6A for residential as well as commercial 20use under the modified definition of "commercial." The CPC Commissioner acknowledged that by voting in favor of the Downtown Brooklyn Plan, she violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant. *COIB v. Dolly Williams*, COIB Case No. 2004-517 (2007).

The Board adopted the Report and Recommendation of Administrative Law Judge Alessandra Zorgniotti at the Office of Administrative Trial and Hearings ("OATH"), issued after a full trial of this matter on the merits, that a former Department of Correction ("DOC") Director of Information Technology accepted personal loans from a DOC subcontractor providing technology services to DOC. The OATH ALJ found, and the Board adopted as its own findings, that while employed at DOC, the former Director of Information Technology received personal loans totaling $4,100 from the subcontractor with whom the former Director directly worked at DOC. The OATH ALJ found, and the Board adopted as its own findings, that this conduct violated the City's conflicts of interest law, which prohibits public servants from using their positions to obtain any financial gain for themselves and from engaging in any business or having any financial interest that conflicts with their official duties. The Board fined the former DOC Director of Information Technology $4,000. *COIB v. Norwood*, OATH Index No. 1974/07, COIB Case No. 2005-365 (Order Oct. 10, 2007).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement with a DOHMH Community Associate, who used his position to promote his mother's business and to make his own sales of child safety equipment, in violation of the City's conflicts of interest law and DOHMH's Standards of Conduct Rules. The Community Associate acknowledged that at DOHMH-sponsored orientation sessions that he conducted, he referred prospective Family Day Care Center ("FDC") providers to a training program run by a company owned and operated by his mother. On occasion, after these DOHMH-sponsored training sessions, the Community Associate would sell child safety equipment to prospective FDC providers and distribute his equipment supply list to them. Additionally, the Community Associate used his City computer and City e-mail account to send e-mails on City time to promote his mother's company. The Community Associate acknowledged that this conduct violated the City's conflicts of interest law and DOHMH's Standard of Conduct Rules, which prohibit a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, and from using City resources or City time for any non-City purpose. Given that the Community Associate had been previously warned that this conduct violated that City's conflicts of interest law, the Board and DOHMH imposed the following penalties: (a) $2,000 fine; (b) 21-day suspension, valued at $1,971; (c) reassignment to another position at DOHMH; (d) placement on probation for one year; and (e) agreement that any further violation of the City's conflicts of interest law while at DOHMH will result in immediate termination. *COIB v. Lastique*, COIB Case No. 2003-200 (2007).

The Board fined a former New York City Department of Education ("DOE") Principal $3,250 for taking several actions that benefited her husband while he was employed by a DOE vendor, at the Principal's school as well as other schools in her district, in a program that provided law-related training to DOE students. The former Principal acknowledged that during the 2003-2004 school year, she signed a purchase order on behalf of her school to pay for her husband's salary, modified the purchase orders of several schools in her district to maintain her husband's salary, utilized a portion of a legislative grant awarded to her school towards her husband's salary, and allowed her husband to maintain an office at her school's annex. The former Principal acknowledged that her conduct violated the City's conflicts of interest law, which prohibits public servants from using their positions to benefit themselves or associated persons, including, but not limited to, a spouse, domestic partner, child, parent, or sibling or anyone with whom they have a business or financial relationship. *COIB v. Margolin*, COIB Case No. 2004-246 (2007).

The Board fined Director of Emergency Services for the New York City Department of Housing Preservation and Development ("HPD") $700 for using his position to obtain his subordinate's credit card for his personal use. The Director acknowledged that by purchasing items valued at approximately $2,000 with his subordinate's credit card, he violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant. *COIB v. K. Davis*, COIB Case No. 2006-551 (2007).

The Board issued a public warning letter to a teacher at the New York City Department of Education ("DOE") for accepting compensation for baby-sitting from the parents of a student at her school. While not pursuing further enforcement action, the Board took the opportunity of this public warning letter to remind public servants that Chapter 68 of the City Charter prohibits a public servant from having a financial relationship with the parents of students who attend their schools because it creates at least the appearance that the public servant has used his or her position for personal financial gain. *COIB v. Hy*, COIB Case No. 2006-638 (2007).

The Board fined a current member, and former Chair, of Community Board 17 in Brooklyn ("CB 17") $1,000 for accepting valuable gifts of two mattress and box spring sets from a hotel owner who was doing business with the City. The former CB 17 Chair acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from accepting a valuable gift (defined as having a value of $50 or more) from a firm doing business with the City. *COIB v. Russell*, COIB Case No. 2006-423a (2007).

The Board issued a public warning letter to a teacher at the New York City Department of Education ("DOE") for accepting compensation from the parents of two students from her school whom she tutored for several months. While not pursuing further enforcement action, the Board took the opportunity of this public warning letter to remind public servants that Chapter 68 of the City Charter prohibits a public servant from having a financial relationship with the parents of students who attend their schools because it creates at least the appearance that the

public servant has used his or her position for personal financial gain. *COIB v. Arrufat-Hale*, COIB Case No. 2006-424 (2007).

The Board issued a public letter to the First Deputy Commissioner at the Department of Finance ("DOF") who, when she was an Assistant Commissioner at DOF in 2001, became involved in some aspects of efforts by the Chief Administrative Law Judge to create new policies (that DOF advises were never adopted) that would comply with the DOF Commissioner's instruction to develop objective criteria that would lead to an increase in the number of ALJs eligible to receive senior assignments, a process that had the potential to affect numerous ALJs, including her husband, an ALJ in DOF's Parking Violations Operations. Prior to this involvement, the public servant had asked for the Board's advice as to whether it would be appropriate for her husband to serve as an ALJ given her role as the liaison between the DOF Commissioner and the DOF Assistant Commissioner for Parking Violations Operations and the Chief Administrative Law Judge. The Board had advised her that this would not be a violation provided that she did not become involved in any matters involving her husband. The Board took the opportunity of this public letter to advise the First Deputy Commissioner that it viewed her involvement in the process to be inconsistent with the Board's earlier advice, although the Board recognized that her interpretation of that advice as permitting the involvement was not unreasonable, and thus concluded that no enforcement action shall be taken. The Board took the opportunity of this public letter to remind public servants that the City Charter prohibits the use of one's position as a public servant to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, which would include one's spouse. *COIB v. Patricof*, COIB Case No. 2002-131 (2007).

The Board fined a member of Community Board 2 in Manhattan ("CB 2") $1,000 for voting in favor of a proposal submitted by a developer with which he was associated. The CB 2 Member acknowledged that he was a member of CB 2's Waterfront Committee and in that capacity evaluated proposals for the development of Pier 40 in Manhattan. The CB 2 Member voted on a development proposal submitted by a developer that paid monies to the non-profit organization of which he served as the paid president, which monies constituted 25% of the non-profit organization's annual budget. The CB 2 Member acknowledged that he was "associated" with the developer within the meaning of the City's conflicts of interest law and that, by voting in favor of the developer's proposal, he violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant. *COIB v. Bergman*, COIB Case No. 2003-153a (2007).

The Board fined a former Assistant Commissioner for the New York City Fire Department ("FDNY") Office of Medical Affairs $6,500 for accepting valuable gifts from a firm doing business with FDNY, a firm whose work he evaluated in his capacity as the Assistant Commissioner in the FDNY Office of Medical Affairs. The former FDNY Assistant Commissioner acknowledged that, in late 2000 or early 2001, he introduced an automated coding and billing product to FDNY personnel produced by ScanHealth, an information technology company in the emergency medical service and home health care fields. FDNY eventually

selected ScanHealth as a preferred vendor in 2003 and entered into a $4.3 million contract with ScanHealth in 2004. The former FDNY Assistant Commissioner served on the Evaluation Committee to monitor and evaluate the ScanHealth contract. The former FDNY Assistant Commissioner acknowledged that, while he served on the ScanHealth Evaluation Committee, he accepted reimbursement of travel expenses from ScanHealth for trips to Hawaii (in the amount of $2,592.00), Minnesota (in the amount of $199.76) and Atlanta (in the amount of $1,129.00); three or four dinners (each in excess of $50.00); and tickets to the Broadway production of "Mamma Mia." The former FDNY Assistant Commissioner acknowledged that this conduct violated the City's conflicts of interest law, which prohibits: (a) using one's City position for personal gain; (b) accepting a valuable gift from a firm doing business with the City; and (c) accepting compensation for any official duty or accepting or receiving a gratuity from a firm whose interests may be affected by the City employee's actions. *COIB v. Clair*, COIB Case No. 2005-244 (2007).

The Board fined a New York City Council Member $1,000 who, having married his Chief of Staff, continued to employ her in that capacity, as his subordinate, for eight months after their marriage. The Council Member acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, such as a spouse, and also prohibits a public servant from entering into a financial relationship with his superior or subordinate. The Board took the occasion of the publication of the disposition to remind public servants that a marriage is a "financial relationship" within the meaning of the City's conflicts of interest law, and that such a financial relationship between superiors and subordinates is prohibited even if the superior-subordinate relationship precedes the marriage. *COIB v. Sanders*, COIB Case No. 2005-442 (2007).

The Board and the New York City Department of Education ("DOE") fined the DOE Deputy Executive Director of Recruitment $1,000 for accepting two US Open tickets and four Ringling Bros. & Barnum & Bailey Circus tickets, which had the total approximate value of between $144 and $270, from *The New York Times*. The DOE Deputy Executive Director acknowledged that this conduct violated the City's conflicts of interest law, which prohibits any public servant from accepting gifts valued in the aggregate at $50 or more from any firm doing business with the City within any twelve-month period. *COIB v. Ianniello*, COIB Case No. 2006-383 (2007).

The Board fined the former Director of Nursing for Bellevue Hospital Center, part of the New York City Health and Hospitals Corporation ("HHC'), $500 for using her position to obtain a temporary position for her husband with HHC. The former Director of Nursing acknowledged that she recommended her husband for a position as a Clinical Instructor for the hospital's Patient Care Associates training program after the hired instructor withdrew at the last minute. The former Director of Nursing also signed the purchase order for the payment of her husband's services through his employment agency and signed her husband's verification of hours of employment forms five times during the course of his employment at HHC. The former Director of Nursing acknowledged that this conduct violated the City's conflicts of interest law, which

prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, which includes one's husband. *COIB v. Cagadoc*, COIB Case No. 2004-556 (2007).

The Board fined a former New York City Housing Authority ("NYCHA") Community Service Aide $500 for accepting compensation from both NYCHA and a Resident Advisory Board for performing her City job. The former Community Service Aide acknowledged that she had accepted approximately $430 from the Resident Advisory Board for supervising rentals and that she was paid by NYCHA for supervising the same rentals. She acknowledged that her conduct violated the New York City's conflicts of interest law, which prohibits public servants from using their position to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for themselves or any person or firm associated with them, and from accepting compensation except from the City for performing their official duties. *COIB v. Wade*, COIB Case No. 2006-562a (2007).

The Board fined a former Housing Assistant in the Housing Applications Department of the New York City Housing Authority ("NYCHA") $2,250 for using his position to attempt to obtain a NYCHA apartment for his wife. The former Housing Assistant acknowledged that he interviewed his wife as part of the application process for a NYCHA apartment, and processed the initial application for an apartment to be shared by his wife and her brother, without disclosing at any time their marital status. The former Housing Assistant then repeatedly contacted a number of NYCHA personnel along the process to expedite his wife's application ahead of a significant backlog of other applications. The Housing Assistant acknowledged that this conduct violated the City's conflict of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, which would include the public servant's wife. *COIB v. Vale*, COIB Case No. 2006-349 (2007).

The Board fined a Construction Project Manager for the New York City Department of Design and Construction ("DDC") $1,250 for recommending his sister for a job with a DDC vendor. The Construction Project Manager acknowledged that he suggested his sister in response to a question from a DDC vendor, whose company the Construction Project Manager supervised on behalf of DDC, concerning possible photographers for the vendor's upcoming wedding. The Construction Project Manager later learned that the vendor hired his sister to take site photographs at the DDC site that the Manager supervised. The Construction Project Manager acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, which would include the public servant's brother or sister. *COIB v. Sahm*, COIB Case No. 2005-240 (2007).

The Board fined a Senior Crew Chief in the Pest Control Unit of the New York City Department of Health and Mental Hygiene ("DOHMH") $500 for approaching the director of a

facility whose clean-up his was responsible for overseeing on behalf of DOHMH, proposing to arrange for a private clean-up of the facility which would obviate the need for the DOHMH clean-up. The facility paid the Senior Crew Chief $450.00 to arrange for the private clean-up, but the Senior Crew Chief later supervised a DOHMH clean-up at the same facility, for which DOHMH billed the facility over $22,000. The Senior Crew Chief acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant. *COIB v. Maith*, COIB Case No. 2002-503 (2007).

The Board issued a $1,000 fine to the District Manager for Community Board No. 13 in Queens ("CB 13"), who acknowledged that she recommended her son-in-law for a custodial position at CB 13's offices, that her son-in-law was hired based upon her recommendation, and that she authorized payment to her son-in-law for these custodial services. The District Manager further acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant. Since the son-in-law was married to and living with the District Manager's daughter at the time of his hiring, by benefiting her son-in-law the District Manager benefited her daughter, an associated person within the meaning of the City Charter. *COIB v. Martino-Fisher*, COIB Case No. 2005-505 (2007).

The Board issued a $500 fine to an Associate Staff Analyst for the New York City Department of Correction ("DOC") who was employed, without DOC authorization, by a company owned by his wife. The Associate Staff Analyst sold Polaroid film on behalf of his wife's company to a sales representative whom he met through his DOC position and used DOC fax machines and telephones to place orders for Polaroid film on behalf of his wife's company. The Associate Staff Analyst acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, and prohibits a public servant from using City letterhead, personnel, equipment, resources, or supplies for any non-City purpose. *COIB v. Lepkowski*, COIB Case No. 2006-519 (2007).

The Board fined a former Manhattan Borough Administrator for the New York City Housing Authority ("NYCHA") $500 for using her position as the Manhattan Borough Administrator for the Polo Grounds Community Center to obtain private exercise sessions from a physical fitness consultant hired by NYCHA at the gym located in the Community Center at hours when the Center's gym was not otherwise open. She acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, and prohibits a public servant from

using City letterhead, personnel, equipment or supplies for any non-City purpose. *COIB v. Aquino*, COIB Case No. 2002-458 (2007).

The Board issued a public warning letter to a member of Community Board 2 in the Bronx ("CB 2") who was also employed as a consultant for a private company, and chaired a meeting of the CB 2 Health and Human Services/Environmental Committee, before which Committee matters involving her private employer regularly appeared, and were on the agenda on the date that the CB 2 member chaired the Committee meeting, although none of those matters were in fact discussed. While not pursuing further enforcement action, the Board took the opportunity to remind community board members that they must comply with City's conflicts of interest law, particularly the prohibition against chairing committees which are likely to consider matters that concern the community board member's private interests or employment. *COIB v. Alvarado-Sorin*, COIB Case No. 2003-775 (2007).

The Board fined a former New York City Department of Education ("DOE") Supervisor of Roofers in the Division of School Facilities $1,500 for recommending two subordinates for a private roofing job, for which the Supervisor accepted a $200 commission, and then recommending a third subordinate for a private roofing job, for which the Supervisor accepted a $50 commission, which commissions were received by the Supervisor directly from his subordinates. The Supervisor of Roofers acknowledged that his conduct violated the City's conflict of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, and also prohibits a public servant from entering into a financial relationship with his superior or subordinate. *COIB v. Della Monica*, COIB Case No. 2004-697 (2007).

The Board fined a New York City Department of Education ("DOE") secretary $500 for printing a form letter to facilitate fingerprinting as part of her son's application for employment with the DOE on DOE letterhead, using a DOE printer, forging her principal's signature on the letter, and then faxing the letter using a DOE fax machine to the DOE Office of Personnel. The DOE secretary acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, which would include the public servant's child, and prohibits a public servant for using City letterhead, personnel, equipment or supplies for any non-City purpose. *COIB v. L. Diaz*, COIB Case No. 2005-685 (2006).

The Board and the New York City Housing Authority ("NYCHA") concluded a three-way settlement in which a NYCHA community associate was suspended for 25 workdays, valued at approximately $3,085, for accepting compensation from both NYCHA and a Resident Advisory Board for performing her official duties. The community coordinator acknowledged that she accepted approximately $265 from the Glenwood Houses Advisory Board for supervising rentals at the Glenwood Houses Community Center when she also received compensation from NYCHA for supervising the same rentals. The community coordinator

acknowledged that her conduct violated the New York City's conflicts of interest law, which prohibit a public servant from using his or her position as a public servant to obtain any financial gain for the public servant or any person or firm associated with the public servant, and from accepting compensation except from the City for performing his or her official duties. *COIB v. Jefferson*, COIB Case No. 2006-562b (2006).

The Board and the New York City Housing Authority ("NYCHA") concluded a three-way settlement in which a NYCHA community coordinator was suspended for 25 workdays, valued at approximately $4,262, for accepting compensation from both NYCHA and a Resident Advisory Board for performing her official duties. The community coordinator acknowledged that she accepted approximately $130 from the Glenwood Houses Advisory Board for supervising rentals at the Glenwood Houses Community Center when she also received compensation from NYCHA for supervising the same rentals. The community coordinator acknowledged that her conduct violated the City's conflicts of interest law, which prohibit a public servant from using his or her position as a public servant to obtain any financial gain for the public servant or any person or firm associated with the public servant, and from accepting compensation except from the City for performing his or her official duties. *COIB v. Nelson*, COIB Case No. 2006-562 (2006).

The Board fined a former New York City Department of Design and Construction ("DDC") Deputy Director $4,500 for having a financial relationship with a vendor that had business dealings with DDC. The former DDC Deputy Director asked her subordinate to arrange for a loan for a person with whom the former Deputy Director had a financial relationship. The source of the loan was a principal of a company that had business dealings with DDC, which business dealings were handled by the former Deputy Director's subordinate. In addition to arranging for the loan, the former Deputy Director also solicited the lender to purchase her associate's business. The former DDC Deputy Director acknowledged that her conduct violated the City's conflicts of interest law, which prohibit a public servant from using his or her position as a public servant to obtain any financial gain for the public servant or any person or firm associated with the public servant, and that she failed to report monies that she owed, as required by the New York City Administrative Code, in the financial disclosure report she filed with the Board. *COIB v. Morros (a.k.a. Neira)*, COIB Case No. 2004-234a (2006).

The Board and the New York City Human Resources Administration ("HRA") concluded a three-way settlement in which an HRA civil service caseworker was suspended for 45 workdays, valued at approximately $6,224, for using her HRA cell phone to make excessive personal calls. The caseworker made calls on her HRA cell phone totaling approximately $2,422 from November 2003 through March 2004, and approximately $1,829 from April 2004 through June 2004. Of that amount, the caseworker only repaid HRA $450. The caseworker acknowledged that her conduct violated the New York City's conflicts of interest laws, which prohibit a public servant from using his or her position as a public servant to obtain any financial gain for the public servant or any person or firm associated with the public servant; pursuing personal and private activities during times when the public servant is required to perform services for the City; or using City letterhead, personnel, equipment, resources, or supplies for non-City purposes. *COIB v. Tyner*, COIB Case No. 2006-048 (2006).

The Board fined a former New York City Department of Education ("DOE") Principal $4,000 for recommending his wife, a retired DOE teacher, for a position with a DOE vendor, which hired her. The Board also fined the Principal's wife $1,000 for appearing before DOE within one year of terminating her employment with DOE. *COIB v. Golubchick,* COIB Case No. 2004-700; *COIB v. Golubchick,* COIB Case No. 2004-700a (2006).

In a three-way settlement with the New York City Human Resources Administration ("HRA"), the Board fined an HRA contracts manager $1,250 for asking a vendor whose contract-payment requests the manager reviewed to help the manager's son find employment. The vendor interviewed the manager's son and offered his son a job working on a contract that the vendor had with HRA. The HRA manager acknowledged that his conduct violated the New York City conflicts of interest laws, which prohibit a public servant from using his position to benefit his or her child, parent, spouse, domestic partner, or sibling, or any person with whom the public servant has a business or financial relationship. *COIB v. Okowitz,* COIB Case No. 2005-155 (2006).

A New York City Department of Education ("DOE") employee reported to the Board that he had twice hired his daughter to work in a youth summer employment program that he supervised. In a three-way disposition with the Board and DOE, the youth program supervisor agreed to pay restitution to DOE of $1,818.00, which is the amount that his daughter earned from her summer employment, and to get training from DOE's Ethics Officer regarding the City's conflicts of interest law and DOE rules governing conflicts of interests. *COIB v. Whitlow,* COIB Case No. 2005-590 (2006).

The Board issued a public warning letter to the Deputy Chief Medical Officer of the New York City Fire Department ("FDNY") Bureau of Health Services, who moonlighted for a firm that had business dealings with FDNY. Although both he and FDNY had long-standing relationships with this City vendor, FDNY did not advise him to seek a waiver from the Board. *COIB v. Prezant,* COIB Case No. 2005-454 (2006).

The Board and the New York City Department of Education ("DOE") concluded a three-way settlement in which a DOE assistant principal was fined a total of $4,000 for maintaining an ownership interest in a firm that did business with her agency and participating in purchasing goods from her husband's company for her school. The Assistant Principal held a prohibited ownership interest in a firm that was engaged in business dealings with her agency, DOE, and with the school at which she works. She misused her official position by preparing and submitting to a DOE employee at her school a bid sheet concerning bids for the school's purchase of sweatshirts for its dance program. The Assistant Principal's husband's company was listed as the lowest bidder on the bid sheet, and was ultimately the successful bidder. The Board fined the Assistant Principal $2,500 and DOE fined her $1,500, for a total fine of $4,000. In addition to paying a fine, the Assistant Principal agreed to undergo training related to the City's conflicts of interest law and DOE rules governing conflicts of interest, and to seek Board advice concerning her ownership interest in her husband's firm if her husband's firm is to engage in business dealings with any City agency in the future. *COIB v. E. Green,* COIB Case No. 2002-716 (2006).

The Board fined a former New York Department of Education ("DOE") Assistant Principal $2,800 for engaging in financial relationships with his subordinates and for misusing City resources. The former Assistant Principal, who had a private tax preparation business, prepared income tax returns, for compensation, for his DOE subordinates, and also gave the fax number of the DOE school at which he worked to his private clients in order for them to send their tax information to him. *COIB v. Guttman*, COIB Case No. 2004-214 (2005).

The Board fined a New York City Fire Department ("FDNY") Fire Safety Inspector $4,000 for moonlighting for a hotel in New York City as a watch engineer. On February 4, 2004, the Fire Safety Inspector ended his shift at the hotel and reported for duty at FDNY, where he was assigned to conduct an on-site inspection of the same hotel. The Fire Safety Inspector returned to the hotel that same day and conducted the inspection. He also administered on-site exams to hotel employees, including his hotel supervisor, and determined that they were qualified to serve as fire safety directors of the hotel. The FDNY re-inspected the hotel and re-tested its employees after his conflict of interest became known. The Fire Safety Inspector acknowledged that he violated conflicts of interest law provisions that prohibit a public servant from having an interest in a firm that has business dealings with his agency, from having any financial interest in conflict with the proper discharge of his duties, and from using his City position to benefit himself or a person or firm with which he is associated. *COIB v. Trica*, COIB Case No. 2004-418 (2005).

The Board fined a former school custodian at the New York City Department of Education ("DOE") $1,000 for using personnel and equipment paid for by DOE for his private business. For nearly two years while he was working as a school custodian, the custodian was the director of a private entity that offers tutoring services to law students. On several occasions, the custodian directed his secretary, who was paid with DOE funds, to type and edit documents, using DOE equipment, related to his private business. His secretary performed this work during times when she was required to work on matters relating to custodial services for the school. The custodian also used a DOE telephone in the custodian's office during his DOE workday to make telephone calls related to his private business. The custodian acknowledged that his conduct violated the City's conflicts of interest law, which prohibits public servants from misusing City time and resources for any non-City purpose. *COIB v. Power*y, COIB Case No. 2004-466 (2005).

The Board concluded a settlement with a former New York City Department of Education ("DOE") Local Instructional Superintendent in Region 2, who, using a DOE computer, e-mailed his brother's resume to all principals in Region 2, including principals whom he supervised. One of the principals complained about the e-mail to the superintendent's DOE superior. The superintendent's brother was offered an interview because of the e-mail circulated among the principals in Region 2, but did not pursue the employment opportunity. Approximately three months before the superintendent e-mailed his brother's resume to his DOE subordinates, DOE Chancellor Joel I. Klein had circulated throughout DOE a newsletter entitled "The Principals' Weekly," in which the Chancellor reminded DOE employees and officials that the City's conflicts of interest law and the Chancellor's Regulations prohibit DOE employees from having any involvement with the hiring, employment, or supervision of relatives. The superintendent acknowledged that his conduct violated the New York City conflicts of interest

law, which prohibits public servants from misusing City time and resources for any non-City purpose and from taking advantage of their City position to benefit someone with whom the public servant is associated. The City Charter defines a brother as a person who is associated with a public servant. The Board fined the superintendent $1,000, which took into account the fact that he had tried to recall his e-mail when advised that someone had complained and that he self-reported his conduct to the Board. *COIB v. Genao*, COIB Case No. 2004-515 (2005).

The Board fined a Deputy Commissioner at the Office of Emergency Management ("OEM") $3,500 for hiring his girlfriend to work on an OEM project that he supervised. The Deputy Commissioner oversaw the creation and production of OEM's "Ready New York" household preparedness guide, and proposed that OEM obtain the services of a photographer to take photographs for use in the guide. The photographer who was selected was the Deputy Commissioner's girlfriend, and the Deputy Commissioner approved and signed the OEM purchase form relating to obtaining the photography services of his girlfriend. The Deputy Commissioner and the photographer had a financial relationship that included a joint bank account and co-ownership of shares in a cooperative apartment. *COIB v. Berkowitz*, COIB Case No. 2004-180 (2004).

The Board and the New York City Department of Education ("DOE") concluded a settlement with an Interim Acting Principal. The principal paid a $900 fine (half to the Board and half to the DOE) for arranging with her subordinate to transport the principal's children from school on City time. The subordinate used her own vehicle, and the fine was twice the amount the principal saved on the van service she would have hired for the five months she used the subordinate to transport her children. Officials may not use City employees to perform their personal errands. *COIB v. McKen*, COIB Case No. 2004-305 (2004).

The Board fined a former Department of Correction Commissioner $500 for having three subordinate Correction Officers repair the leaking liner on his aboveground, private swimming pool. Two of the Officers were his personal friends for more than ten years, and they brought the third Officer, whom the Commissioner had not met before. The work was modest in scope, the subordinates did the repairs on their own time, not City time, and the Commissioner paid the two Officers he knew a total of $100 for the work, which included replacing the liner, replacing several clamps, and re-installing the filter. The Commissioner believed that the Officers acted out of friendship, but acknowledged that he had violated the Charter provisions and Board rules that prohibit public se2001-618rvants from misusing or attempting to misuse their official positions for private gain, from using City personnel for a non-City purpose, and from entering into a business or financial relationship with subordinates. Officials may not use subordinates to perform home repairs. This is so even if the subordinates are longstanding friends of their supervisors, because such a situation is inherently coercive. Allowing, requesting, encouraging, or demanding such favors or outside, paid work can be an imposition on the subordinate, who may be afraid to refuse the boss or may want to curry favor with the boss in a way that creates dissension in the workplace. There was no indication here that the Commissioner coerced the Officers in this case, but it is important that high-level City officials set the example for the workforce by taking care to consider the potential for conflicts of interest. *COIB v. W. Fraser*, COIB Case No. 2002-770 (2004).

The Board concluded a settlement with a Department of Education ("DOE") guidance counselor who admitted that he met, on school property, near his office in the school, the mother of a student who attended the school at which he worked, and subsequently offered to provide and did provide counseling to this student's parents, who were separated, privately for a fee. He conducted about 30 sessions with the parents and charged $100 per session. The counselor acknowledged that he violated New York City Charter provisions that prohibit public servants from misusing or even attempting to misuse their official positions for private gain. As part of the settlement, the Board fined the counselor $1,000, and noted that it had considered the following circumstances in connection with the penalty and the nature of the violation: (1) the DOE fined the counselor $5,000; (2) he made restitution to the parents of the money they had paid him, in the amount of $1,300, provided proof that his lawsuit in Small Claims Court against the parents for additional fees has been dismissed, and promised to seek no further money from them; (3) he agreed to refrain from counseling privately, for pay, children who attend the City public school in which he is employed and relatives of those children; and (4) he was removed as guidance counselor at JHS 189 and would be reinstated to his previous position only after reaching a separate agreement with the DOE that set forth his obligations and penalties as described above. *COIB v. Fleishman*, COIB Case No. 2002-528 (2004).

The Board and the New York City Department of Education ("DOE") concluded a three-way settlement in a case involving an Assistant Architect at the DOE Division of School Facilities who had a private firm he knew had business dealings with the City and who conducted business on behalf of private interests, for compensation, before the New York City Department of Buildings ("DOB") on City time, without the required approvals from DOE and the Board. The Board took the occasion of this settlement to remind City-employed architects who wish to have private work as expediters that they must do so only on their own time and that they are limited to appearances before DOB that are ministerial only – that is, business that is carried out in a prescribed manner and that does not involve the exercise of substantial personal discretion by DOB officials. The assistant architect admitted that he pursued his private expediting business at times when he was required to provide services to the City and while he was on paid sick leave. The Board fined him $1,000, and DOE suspended him for 30 days without pay and fined him an additional $2,500 based on the disciplinary charges attached to the settlement. *COIB v. Arriaga*, COIB Case No. 2002-304 (2003).

The Board concluded a settlement with the former First Vice President of Community School Board for School District 16, who testified at an administrative hearing in her official capacity on behalf of her sister without disclosing their family connection. The sister of the Community School Board vice president was an Interim Acting Assistant Principal in the same district and was appealing her "Unsatisfactory" rating. The sister's appeal of her performance rating was denied. The former Chancellor later removed the Community School Board vice president from the school board in February 2002, under the State Education Law, which provides further for permanent disqualification of a community school board member from employment, contracting, or membership with the City School District for the City of New York after a finding that the Community School Board vice president knowingly interfered with the hiring, appointment, or assignment of employees. She paid a fine of $1,500 as part of the settlement with the Board. *COIB v. Adams*, COIB Case No. 2002-088 (2003).

The Board and the New York City Department of Education ("DOE") concluded a settlement with a DOE teacher who was involved in the hiring and payment of her husband's company to write a school song for the school where she worked and conduct workshops. The teacher certified the receipt of the song six months before the song was received. She signed a purchase order indicating receipt of the song for the purpose of remitting the purchase order for payment. The DOE fined the teacher $5,000 for the improper payment of $3,500 to her husband's company, and the teacher agreed to pay a fine of $2,500 for violating the conflicts of interest law, amounting to a fine totaling $7,500. She was also transferred to another school and removed from purchasing responsibilities. *COIB v. Mumford*, COIB Case No. 2002-463 (2003).

The Board and the New York City Board of Education ("BOE") concluded a settlement with the Executive Director of the Office of Parent and Community Partnerships at BOE. The Executive Director, who agreed to pay an $8,000 fine, misused her City position habitually by directing subordinates to work on projects for her church and for a private children's organization, on City time using City copiers and computers. She also had BOE workers do personal errands for her. The Executive Director admitted that over a four-year period, she had four of her BOE subordinates perform non-City work at her direction, including making numerous copies, typing, preparing financial charts and spreadsheets and a contacts list, stuffing envelopes, e-mailing, working on brochures, typing a college application for one of her children, and running personal errands for her. The subordinates performed this non-City work for her on City time and using City equipment. These subordinates believed that their jobs with the City could be jeopardized if they refused to work on her non-BOE matters. One temporary worker sometimes fell behind in his BOE work when the Executive Director directed him to make her private work a priority. BOE funded overtime payments to the temporary worker when he stayed to finish his BOE work. The Executive Director acknowledged that she violated City Charter provisions and Board Rules that prohibit public servants from misusing their official positions to divert City workers from their assigned City work and misapplying City resources for their private projects. *COIB v. Blake-Reid*, COIB Case No. 2002-188 (2002).

The Board and the New York City Department of Consumer Affairs ("DCA") concluded a settlement with the Director of Collections at DCA, who paid a $500 fine. The Director of Collections supervised a staff responsible for collecting fines that DCA imposes on restaurants and other businesses. The Director acknowledged that he created menus for two restaurants in 2001. After agreeing to supply the menus, he learned that these restaurants operate sidewalk cafés licensed by DCA. He prepared the menus on his home computer and he received $1,500 from the first restaurant for the menus. He completed work on menus for the second restaurant but did not accept payment for the second set of menus. One of these restaurants had been delinquent in paying fines owed to DCA for regulatory violations relating to its sidewalk café, which fines were outstanding during the time the Director of Collections created the menus for the restaurants. After he agreed to make the menus, the restaurant owner asked him to intercede on the owner's behalf with the former DCA Commissioner to help the restaurant regarding a DCA order suspending one of its sidewalk café licenses. The Director of Collections reviewed the status of the matter and determined that the penalties were fair based on the history of violations. The Board fined him for violating City Charter provisions that prohibit (a) moonlighting with a firm a City employee knows is engaged in business dealings with his own agency; (b) use or attempted use of official position to obtain any financial gain, contract,

license, privilege or other private or personal advantage, direct or indirect, for the City worker or his family or associates; and (c) private employment that conflicts with the proper discharge of official duties. *COIB v. Cottes*, COIB Case No. 2001-593 (2002).

The Board concluded a settlement with a former Administrative of Children's Services Caseworker who admitted violating the conflicts of interest law by soliciting a $4,000 loan from a foster mother and accepting the foster mother's loan of $2,500 while continuing to evaluate her fitness as a foster mother. The Caseworker also testified in the termination of parental rights case involving the foster mother without notifying the presiding judge of her outside financial relationship with the foster mother. The Board fined the Caseworker $3,000 and required her to repay the foster mother in full within two years. In setting the terms of the fine, the Board took into account the Caseworker's circumstances, which included serious personal and family health problems. *COIB v. Smith,* COIB Case No. 2000-192 (2002).

The Board fined former Police Commissioner Bernard Kerik $2,500 for using three New York City police officers to perform private research for him. He used information the officers found in a book about his life that was published in November 2001. Kerik acknowledged that he had violated the Charter prohibition against using office for private advantage or financial gain and the terms of the Board's waiver letter, even though one officer, a sergeant, was a close friend of his. The Board by its waiver letter had allowed Kerik to write the autobiography under contract, but only on the condition that he not use City time or his official City position to obtain a private or personal advantage for himself or the publisher, and that he use no City equipment, personnel, or other City resources in connection with the book. The three officers used limited City time and resources in their research, and two of the officers had made five trips to Ohio for the project, each spending 14 days of their off-duty and weekend time. *COIB v. Kerik,* COIB Case No. 2001-569 (2002).

The Board fined a Deputy Chief Engineer for Roadway Bridges at the Department of Transportation ("DOT") $1,000 for asking several DOT contractors to place advertisements in a fundraising journal, the proceeds of which would help financially support the hockey club on which his sons played. As a DOT employee, the engineer worked on matters relating to these contractors and supervised DOT employees who worked with these contractors. Eight of the DOT contractors whom the engineer solicited purchased ad space for a total contribution of about $975. *COIB v. L. King,* COIB Case No. 1998-508 (2001).

In a joint agreement with the Board of Education ("BOE"), an interim acting principal was fined $4,000 and admitted that she had asked school aides to perform personal errands for her on school time. Specifically, she asked them to go to a New York City Marshal's Office to deliver payment of a "scofflaw" fine that had been imposed on her car, and she asked several subordinate employees to deliver a loan application on her behalf. Those employees made these trips on City time. *COIB v. Denizac,* COIB Case No. 2000-533 (2001).

In a three-way settlement, the Board and the New York City Department of Transportation ("DOT') suspended, demoted to a non-supervisory position with a $1,268 annual pay cut, and fined a City parking official $2,500 for using his position to solicit a subordinate to marry his daughter in Ecuador and for repairing the cars of subordinates for compensation. The

parking official was also placed on probation for two years, during which time he is ineligible for promotions or salary increases. In addition, he can be terminated summarily if he violates the DOT code of conduct or the conflicts of interest law again. A court challenge of the settlement by the parking official was dismissed by the New York State Supreme Court on November 5, 2001 (Index No. 118741/01 (DeGrasse, J.)). *COIB v. Moran,* COIB Case No. 1999-51 (2001).

In a settlement among the New York City Department of Correction ("DOC"), the Board, and a DOC Program Specialist, the Program Specialist admitted violating Chapter 68 of the City Charter by selling t-shirts and promoting his side business (sales of essential oils and perfumes) to his City subordinates. He forfeited five vacation days. *COIB v. Jones,* COIB Case No. 1998-437 (2001).

In a summary judgment based upon stipulated facts and the Report and Recommendation of an Administrative Law Judge of the Office of Administrative Trials and Hearings, the Board fined a community board member $4,000 for voting on a matter involving real property which he and his siblings owned. Because a vote expressing the community's preference for land use "may result" in a personal and direct economic gain to the community board member, such votes are not permitted. The Board ruled that the language "may result" in the relevant City Charter provision means any possibility greater than zero. The member may even retain the financial interest and discuss the matter, but is not allowed to vote. This case was the first one in the Board's history that resulted in a summary judgment (eliminating the need for trial in the absence of any genuine issues of material fact). *COIB v. Capetanakis,* OATH Index No. 604/01 COIB Case No. 1999-157 (Order July 16, 2001).

The Board fined a former attorney from the New York City Commission on Human Rights $2,000 for investigating a discrimination case involving her mother and recommending agency action (a finding of probable cause to believe that her mother had suffered discrimination), without disclosing the familial relationship to her supervisors. The Board strongly disapproved of the use of prosecutorial discretion in favor of a family member. *COIB v. Rieue,* COIB Case No. 2000-005 (2001).

The Board fined an employee of the New York City Department of Parks and Recreation $1,500 for using his City position to attempt to obtain City park permits for a private not-for-profit organization he created and for which he served as Chair of the board of directors. The Parks Department employee directed basketball programs for the Parks Department and filed five permit applications for basketball courts with the Department on behalf of his organization. These filings are considered business dealings under the conflicts of interest law because the award of these permits is discretionary. The Parks Department employee admittedly made inquiries with the Parks Department, his own City agency, about the status of the permit applications he had filed on behalf of his private organization and also used his position to solicit fellow Parks Department employees to join his organization. *COIB v. Peterson,* COIB Case No. 1997-173 (2001).

The Board fined a member of the New York City Housing Authority $2,250 for using his office to help obtain a computer programmer's job for his daughter with a company that had obtained a $4.3 million contract with the Housing Authority. Two weeks after faxing his

daughter's resume to the company, the Housing Authority member voted to increase the company's contract with the Authority by $52,408. The Housing Authority member said the vote was inadvertent and that he did not realize that the company was the same firm to which he had sent his daughter's resume. The company hired his daughter. *COIB v. Finkel,* COIB Case No. 1999-199 (2001).

The Board issued a public warning letter to the Traffic Safety Director of the Queens Borough President's Office ("QBPO"). The Traffic Safety Director acted as one of three QBPO employees who voted to select the winning bidder (of two bidders responding) on a QBPO request for proposals ("RFP") dated September 22, 1999. At the time of her vote, the Traffic Safety Director knew that one of the bidders (who later won the bid unanimously) had entered into a barter relationship in April 1998 with her husband, an attorney, to provide computer services in exchange for office space. Although it declined to bring an enforcement action, the Board wrote that the better practice under City Charter § 2604(b)(2) would have been for the Traffic Safety Director to disclose her husband's business relationship and to offer to recuse herself from the selection process. This was so because the failure to disclose the family business relationship could have given rise to an appearance of impropriety and could have compromised the Traffic Safety Director's duty of undivided loyalty to the City. She agreed to allow the Board to make the warning letter public. *In re Pecker,* COIB Case No. 2000-322 (2000).

The Board fined the New York City Human Resources Administration ("HRA") First Deputy Commissioner $8,500 for leasing his own apartments to five of his HRA subordinates and to the HRA Commissioner, for using an HRA subordinate to perform private, non-City work for him, and for using his official position to arrange for the state of Wisconsin to loan an employee to HRA and then housing that visiting consultant in his own apartment and charging and receiving $500 for the stay, for which the City ultimately paid. The Deputy Commissioner also admitted using City equipment in furtherance of his private consulting business. Like Commissioner Turner, the Deputy Commissioner violated rules intended to eliminate coercion and favoritism in government and to prevent misuse of government workers and equipment for personal gain. *COIB v. Hoover,* COIB Case No. 1999-200 (2000).

The Board fined the New York City Human Resources Administration ("HRA") Commissioner $6,500 for hiring his business associate as First Deputy Commissioner of HRA, without seeking or obtaining a waiver from the Board, for using his Executive Assistant to perform tasks for his private consulting company, as well as for using his City title on a fax cover sheet (on one occasion inadvertently), using City time, phone, computer, and fax machine for his private consulting work, and renting an apartment for over a year from his subordinate, the First Deputy Commissioner. These acts violated rules intended to eliminate coercion and favoritism in government and to prevent misuse of government workers and equipment for personal gain. *COIB v. Turner,* COIB Case No. 1999-200 (2000).

A tax assessor working for the New York City Department of Finance ("DOF") assessed a residential building in Queens and noticed a vacant basement apartment. The apartment was not publicly advertised for rent. Several days after conclusion of the assessment, the inspector telephoned the landlord and asked to rent the apartment. The landlord rented the apartment to

him. The assessor admitted that he violated the ethics laws by using his position to obtain a benefit for himself (*i.e.*, the apartment) that was not available to anyone else. He entered into a three-way settlement with the Board and the DOF and paid a $625 fine. *COIB v. Sullivan,* COIB Case No. 1998-288 (2000).

The Board fined a former New York City School Construction Authority official $5,000 for using her position to obtain a job for her husband at her agency and for attempting to obtain a promotion for him in 1996 and 1997. A 16-year-old girl was killed on January 9, 1998, in the area where her husband had removed a security fence at a public school construction site in Brooklyn. Her husband had not been supervisor on that site in the three months prior to the accident. *COIB v. Vella-Marrone,* COIB Case No. 1998-169 (2000).

The Board fined a New York City Department of Buildings ("DOB") construction inspector $3,000 for giving one of his private business cards to a homeowner at a site where this inspector had just issued six notices of violation. The inspector had written on his private business card the words, "ALL TYPES OF CONSTRUCTION ALTERATIONS," and he told the homeowner that he used to do construction work and could advise her on such work. The private business cards used by this inspector also contained his DOB pager number and the name "B.E.S.T. Vending Service." The inspector was required to cease using the name "B.E.S.T." in his private business because that name could be confused with the name of his City unit, the "B.E.S.T. Squad" (Building Enforcement Safety Team). He admitted violating City Charter §§ 2604(b)(2) and (b)(3). The disposition included a "two strikes" provision in which the inspector agreed to summary termination in case of any further violation of the conflicts of interest law. *COIB v. McGann,* COIB Case No. 1999-334 (1999).

The Board found that the former Director of Administration of the Manhattan Borough President's Office used her position to authorize the hiring of her own private company and her sister's company to clean the Borough President's offices. The former employee, who decided to forgo a hearing, was fined $20,000 and found to have violated the prohibitions against abuse of office for private gain and against moonlighting with a firm doing business with one's own City agency. *COIB v. Sass,* COIB Case No. 1998-190 (1999).

The Board fined a Deputy Commissioner of the New York City Human Rights Commission $1,500 for subleasing an apartment from a subordinate attorney and for using City equipment in the private practice of law. *COIB v. Wills,* COIB Case No. 1995-45 (1998).

The Board fined a former community board member $200 for soliciting money from a church that was interested in acquiring land in the community board's area. Local community boards are set up to discuss and solve problems affecting their local areas. Their normal procedures do not involve the payment of money to community boards or their members for the acquisition of land. The fine would have been higher had the community board member not been under a severe financial hardship. *COIB v. Harvey,* COIB Case No. 1997-368 (1998).

After a full trial, the Board fined a former Assistant District Attorney $1,000 for issuing an improper grand jury summons to a police officer to interfere with his scheduled testimony against the Assistant District Attorney's husband in traffic court on the same day. The Assistant

District Attorney had previously been dismissed by the District Attorney's Office. *COIB v. Campbell Ross*, OATH Index No. 538/98, COIB Case No. 1997-76 (Order Dec. 22, 1997).

A former Art Commission president who inadvertently failed to recuse himself from Commission matters involving his architecture firm was fined $100. *COIB v. Quennell*, COIB Case No. 1997-60 (1997).

An Administrative Law Judge from the City's Parking Violations Bureau admitted violating her official duties by adjudicating her father-in-law's parking tickets. The Board, however, imposed no fine because of the absence at the time of a Board rule identifying conduct prohibited by the "catch-all" section of the Charter, City Charter § 2604(b)(2), which prohibits transactions that conflict with the proper discharge of official duties. As of 1998, the Board enacted a rule, Board Rules § 1-13, which spells out the misuse of public office (such as use of City resources, like letterhead, for non-City purposes) sufficiently to allow the Board to issue fines for violating the general provision as amplified by the rule. Significantly, the rule also prohibits aiding and abetting a violation and holds officials liable for intentionally or knowingly "inducing" or "causing" another City official to violate the Charter. *COIB v. N. Rubin*, COIB Case No. 1994-242 (1995).

A former First Assistant Commissioner with the New York City Fire Department admitted that he violated the Charter by identifying himself by his official title in seeking restoration of his personal electrical service with Con Edison, and that his conduct had created the appearance that he was using his position to obtain a personal advantage. *COIB v. Ungar*, COIB Case No. 1990-383 (1992).

USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION

- **Relevant Charter Sections:** City Charter § 2604(b)(4)[8]

In a joint disposition with the Board and the New York City Administration for Children's Services ("ACS"), a Child Protective Specialist Supervisor I agreed to serve a sixty-day suspension, valued at $10,317, to resolve the Child Protective Specialist Supervisor I's violations of Chapter 68 of the City Charter as well as two separate sets of ACS disciplinary charges that do not implicate the City's conflicts of interest law. The Child Protective Specialist Supervisor I violated City Charter § 2604(b)(4) by accessing the New York State Central Register's confidential database, CONNECTIONS, on three separate occasions to learn the status of an ACS investigation in which he had a personal interest. CONNECTIONS is a confidential database of child abuse and maltreatment investigations and is used by ACS and other child protective services throughout New York State. *COIB v. Viverette*, COIB Case No. 2015-732 (2016).

A Child Protective Specialist II for the New York City Administration for Children's Services ("ACS") agreed to be suspended for 3 workdays, valued at approximately $598, for accessing the State Central Register's confidential database, CONNECTIONS, on one occasion to determine the status of an ACS investigation in which she was personally involved. This matter was a joint settlement with ACS. *COIB v. Evans*, COIB Case No. 2015-311 (2015).

An Investigator for the New York City Civilian Complaint Review Board ("CCRB") agreed to accept a thirty-day suspension and re-assignment from Investigator (CCRB) Level II to Investigator (CCRB) Level I, for, without authorization or a City purpose: (1) using the confidential CCRB Case Tracking System to access information regarding a police officer who was investigating him for potential hiring by the New York City Police Department ("NYPD"); and (2) in the course of his NYPD pre-hire interview, revealing to the police officer information regarding the police officer's years of service, information that the Investigator had obtained from the confidential CCRB Case Tracking System. The matter was a joint settlement with CCRB. *COIB v. Sazonov*, COIB Case No. 2015-621 (2015).

An Eligibility Specialist II for the New York City Human Resources Administration ("HRA") agreed to serve a ten-day suspension, valued at $1,177.75, for, without authorization or a City purpose: (1) using the Welfare Management System to access the confidential public assistance case records of an associated relative on 35 dates to determine the status of that relative's benefits case; and (2) misusing her position to fill out a referral form giving the false impression that the relative had called HRA's Infoline to complain that their benefits case was

[8] City Charter § 2604(b)(4) states: "No public servant shall disclose any confidential information concerning the property, affairs or government of the city which is obtained as a result of the official duties of such public servant and which is not otherwise available to the public, or use any such information to advance any direct or indirect financial or other private interest of the public servant or of any other person or firm associated with the public servant; provided, however, that this shall not prohibit any public servant from disclosing any information concerning conduct which the public servant knows or reasonably believes to involve waste, inefficiency, corruption, criminal activity or conflict of interest."

inactive. The matter was a joint settlement with HRA. *COIB v. Pagan,* COIB Case No. 2015-432 (Sept. 25, 2015).

An Associate Job Opportunity Specialist I for the New York City Human Resources Administration ("HRA") agreed to resign her position for, without authorization or a City purpose: (1) using the Welfare Management System ("WMS") to access the confidential public assistance case records of her tenant on 148 dates to determine the status of the tenant's benefits case; and (2) using WMS to acquire confidential information regarding an acquaintance of her sister and disclosing this confidential information to her sister. The matter was a joint settlement with HRA. *COIB v. Colon Rivera,* COIB Case No. 2015-405 (Sept. 25, 2015).

A Child Protective Specialist Supervisor II for the New York City Administration for Children's Services ("ACS") was suspended for 8 days, valued at approximately $2,335, for misusing confidential City information and other misconduct. On four occasions, the CPS accessed CONNECTIONS—the confidential database of child abuse and maltreatment investigations used by ACS and other child protective services throughout New York State—to determine the status of an ACS investigation involving her brother and nephew. This matter was a joint resolution with ACS of related disciplinary charges for this and other misconduct that does not implicate the City's conflicts of interest law. *COIB v. Gaskin,* COIB Case No. 2015-113 (Aug. 19, 2015).

A Community Coordinator for the New York City Human Resources Administration ("HRA") agreed to resign her position and not challenge a prior thirty-day unpaid suspension, valued at approximately $4,692, imposed for numerous conflicts of interest law violations in addition to other conduct that violated HRA's Rules and Procedures. The Community Coordinator: (1) had a position with a private childcare business that accepted payments from HRA on behalf of clients whose children attended the daycare; (2) used her HRA computer and email account to send and receive emails relating to the childcare business and her private rental properties; (3) asked her subordinate to fill out an affidavit unrelated to the subordinate's HRA job duties as a personal favor to the Community Coordinator; (4) without authorization or a City purpose, used the Welfare Management System ("WMS") to access the confidential public assistance case records of her two brothers, her sister, her son, and her grandson to determine the status of their Medicaid benefits cases; (5) used WMS to improperly recertify her grandson's Medicaid benefits, even though the required recertification documentation had not been submitted; and (6) had an HRA coworker use WMS to improperly recertify her daughter's and her brother's Medicaid benefits, even though they had not submitted the proper recertification documentation. The matter was a joint settlement with HRA. *COIB v. Judd,* COIB Case No. 2015-102 (2015).

In a joint resolution of agency disciplinary charges and a Board enforcement action, the Board issued a public warning letter to a Child Welfare Specialist at the New York City Administration for Children's Services ("ACS") who accessed his godson's confidential case records in the central repository for all ACS cases—Automated Case Reference System (ACRSPlus)—without authorization because he was concerned about his godson's welfare and wanted to speak with the ACS Child Protective Specialist Supervisor assigned to the case. In the letter, the Board reminded the public servants that the conflicts of interest law strictly prohibits

them from using confidential information to advance any personal interest. *COIB v. W. Harris*, COIB Case No. 2015-126 (2015).

A Child Protective Specialist II for the New York City Administration for Children's Services ("ACS") was suspended for five days, valued at approximately $1,351, for misusing confidential City information by accessing CONNECTIONS—the confidential database of child abuse and maltreatment investigations used by ACS and other child protective services throughout New York State—on ten occasions to determine the status of an ACS investigation involving her ex-husband. This matter was a joint settlement with ACS. *COIB v. King*, COIB Case No. 2015-159 (2015).

A Child Protective Specialist for the New York City Administration for Children's Services ("ACS") agreed to be suspended for 5 work days, valued at approximately $1,009, for accessing the State Central Register's confidential database CONNECTIONS on three occasions to determine the status of an ACS investigation in which she was personally involved. This matter was a joint settlement with ACS. *COIB v. T. Ellis*, COIB Case No. 2015-011 (2015).

A Eligibility Specialist II for the New York City Human Resources Administration ("HRA") agreed to be suspended without pay for 50 calendar days, valued at approximately $5,068, for accessing the Welfare Management System to view the confidential public assistance records of herself, her son, her daughter, her brother who resides with her, two friends who reside with her, and a tenant. This matter was a joint settlement with HRA. *COIB v. Roman*, COIB Case No. 2013-632 (2015).

In a joint disposition with the Board and the New York City Department of Housing Preservation and Development ("HPD"), a Community Associate in the HPD Tenants Resources Unit paid a $750 fine – $500 to the Board and $250 to HPD – for accessing her own confidential case records in HPD's Section 8 case management database on 40 occasions to learn whether her Section 8 benefits had been recertified. *COIB v. R. Thomas*, COIB Case No. 2014-561 (2014).

In a joint disposition with the Board and the New York City Human Resources Administration ("HRA"), an HRA Job Opportunity Specialist agreed to serve a thirty-day suspension without pay, valued at approximately $3,164, for accessing confidential public assistance records of an HRA client to obtain her telephone number to call and send text messages to her on a personal matter without authorization from HRA or the client. The Job Opportunity Specialist admitted that, in so doing, he used confidential City information to advance his private interest, in violation of City Charter § 2604(b)(4). *COIB v. Morris*, COIB Case No. 2014-280 (2014).

The Board issued a public warning letter to a New York City Department of Education substitute teacher who, while substitute teaching at Juan Morel Campos Secondary School (K 71) in Brooklyn, attempted to recruit several students to pay $20 each to try out for his private basketball program, asked the students for their home telephone numbers, and called their parents at home to continue his recruiting effort, in violation of City Charter §§ 2604(b)(3) and 2604(b)(4). The Board took the opportunity of this public warning letter to remind public

servants that they may not use their City positions or City confidential information for their own private gain. *COIB v. J. Simmons*, COIB Case No. 2013-818 (2014).

The Board and the New York City Human Resources Administration ("HRA") concluded a joint settlement with an HRA Fraud Investigator who agreed to be suspended from work for seven calendar days without pay, valued at approximately $950, for accessing the Welfare Management System to view the public assistance records of her half-brother, to whom she rents living space and who receives public assistance shelter payments from HRA. *COIB v. Ortiz-Melendez*, COIB Case No. 2012-687 (2014).

The Board fined a now former high-level official in the New York City Department of Education ("DOE") Division of Financial Operations $1,000 for disclosing confidential information regarding a DOE contract to the contractor, Future Technology Associates, LLC ("FTA"). The official, who had significant oversight of DOE's contracts with FTA, forwarded one of FTA's owners confidential internal emails regarding the DOE's concerns about FTA without an official reason to do so. The fine in this case would have been substantially higher had the respondent not demonstrated financial hardship, including that she suffered the loss of her job, income, and reputation in the aftermath of the investigation that surrounded this matter, the findings of which were previously made public by the Special Commissioner of Investigation for the New York City School District. *COIB v. Hederman*, COIB Case No. 2011-700 (2014).

The Board fined a New York City Department of Education ("DOE") teacher $1,000 for disclosing his school's confidential School Safety Plan online in the course of conducting a webinar for a private company. Under the DOE Chancellor's Regulations, "the emergency response information of each School Safety Plan must be confidential and may not be posted online or disclosed in any fashion." The teacher also admitted to using his DOE classroom to conduct another webinar, which constituted a misuse of City resources for a private business purpose. *COIB v. Casal*, COIB Case No. 2013-307 (2014).

In a joint disposition with the Board and the New York City Administration for Children's Services ("ACS"), a Child Protective Specialist Supervisor agreed to serve a five work-day suspension, valued at $1,472, for accessing the New York State Central Register's confidential database, CONNECTIONS, to view the confidential records of the sister-in-law of her former subordinate and friend to obtain the home address of the sister-in-law. CONNECTIONS is a confidential database of child abuse and maltreatment investigations and is used by ACS and other child protective services throughout New York State. The Child Protective Specialist Supervisor then provided the confidential information she obtained to her former subordinate and friend to enable her to locate her sister-in-law. *COIB v. Lebron*, COIB Case No. 2014-017 (2014).

The Board issued a public warning letter to a former Associate Director at Coney Island Hospital who, in April 2010, disclosed a confidential bid provided to him by one vendor to a second vendor, for which disclosure the Associate Director had no legitimate City purpose. The Board determined that no further enforcement action was warranted in this case because the former Associate Director had resigned from the New York City Health and Hospitals Corporation ("HHC") in the face of pending HHC disciplinary action related to this and other

misconduct. Nonetheless, the Board took the occasion of this public warning letter to remind public servants who have access to confidential information to perform their official duties that they are responsible for ensuring that this information is not disclosed except for an authorized City purpose. *COIB v. Chapman*, COIB Case No. 2011-428 (2014).

In a joint disposition with the Board and the New York City Administration for Children's Services ("ACS"), a Child Protective Specialist agreed to serve a five work-day suspension, valued at $995, for accessing the New York State Central Register's confidential database, CONNECTIONS, on two occasions to view confidential information concerning a complaint filed against the friend of her mother. CONNECTIONS is a confidential database of child abuse and maltreatment investigations and is used by ACS and other child protective services throughout New York State. The Child Protective Specialist then used the confidential information she obtained to assist her mother in evaluating whether she should serve as the caretaker of her friend's children after they were removed by ACS from the friend's home. *COIB v. N. Brown*, COIB Case No. 2013-711 (2014).

The Board issued a public warning letter to the Criminal Justice Coordinator at the New York City Administration for Children's Services ("ACS") for his unauthorized disclosure of confidential information without any legitimate City purpose. The Criminal Justice Coordinator was asked by another ACS employee to run a license plate; the Criminal Justice Coordinator ran the plate and provided the ACS employee with the confidential results, including the full name and home address of the individual to whom the license plate was assigned. There was no legitimate City purpose for the employee's request. The Board determined that no further enforcement action was warranted in this case in part because ACS had not provided the Criminal Justice Coordinator with any guidelines as when he should question the validity of a given request. Nonetheless, the Board took the occasion of this public warning letter to remind public servants who have access to confidential information to perform their official duties that they are responsible for ensuring that this information is not disclosed except for an authorized City purpose. *COIB v. Alexander*, COIB Case No. 2013-580 (2014).

The Board and the New York City Administration for Children's Services ("ACS") concluded a joint settlement with an ACS employee to address violations related to his long-term role on the board of Trabajamos Community Head Start, Inc., a not-for-profit with business dealings with ACS. The ACS employee served as a volunteer board member of Trabajamos from 1993 through 2013 and as its Chair from 2006 to 2013. City employees are permitted under the City's conflicts of interest law to volunteer at not-for-profits having business dealings with City agencies, including serving as a volunteer Board member. However, if the not-for-profit has business dealings with the City employee's <u>own</u> agency, the City employee must get permission from the employee's agency head before serving in a leadership role at the not-for-profit, which this ACS employee failed to do. Second, City employees cannot be involved in the business dealings between the City and the not-for-profit; this ACS employee attended a meeting at ACS on behalf of Trabajamos between officials of ACS and employees of Trabajamos. Third, City employees cannot do work for the not-for-profit during times when the employee is required to be performing work for the City; this ACS employee, from at least September 2005 through August 2013, during times he was required to be performing work for ACS, used his City computer and e-mail account to send, receive, and store a number of e-mails related to

Trabajamos. The ACS employee also used his City position to obtain a criminal history check and a criminal background check on Trabajamos employees. Finally, he asked another ACS employee to run a license plate for him and then used the confidential information he thereby obtained for a personal, non-City purpose. For these violations, ACS reassigned the employee from his prior position as the Director of Field Operations to his underlying civil service title of Child Protective Specialist Supervisor II; in connection with that reassignment, his annual salary was reduced from $111,753 to $77,478. The Board imposed no additional penalty. *COIB v. Antonetty*, COIB Case No. 2013-462 (2013).

The Board issued a public warning letter to a New York City Department of Education ("DOE") School Psychologist at PS 22 in Staten Island who accessed confidential information from the Special Education Student Information System about a student at PS 257 in Brooklyn and disclosed that confidential information to the parent of that student at the request of the parent without DOE authorization, in violation of City Charter § 2604(b)(4). The School Psychologist had not been assigned to the PS 257 student and was not the School Psychologist for PS 257. While not pursuing further enforcement action, the Board took the opportunity of this public warning letter to remind public servants that that even the well-intentioned disclosure of confidential information is prohibited by the City's conflicts of interest law. *COIB v. Posadas*, COIB Case No. 2013-516 (2013).

The Board issued a public warning letter to an Eligibility Specialist at the New York City Human Resources Administration ("HRA") who accessed the Welfare Management System ("WMS") database on seventeen occasions to view the confidential case records of two relatives who are "associated" with the Eligibility Specialist within the meaning of Chapter 68. The Eligibility Specialist's purpose for accessing her relatives' WMS records was to obtain the recertification dates for their Medicaid and Food Stamp cases to ensure that they did not miss the recertification deadlines. The Board concluded that the Eligibility Specialist's unauthorized use of WMS to obtain confidential information to advance her associates' interests violated City Charter § 2604(b)(4). *COIB v. Gutierrez*, COIB Case No. 2013-228 (2013).

The Board and the New York Department of Health and Mental Hygiene ("DOHMH") concluded a joint settlement with a City Research Scientist in the Bureau of STD Prevention and Control who, as part of her official DOHMH duties, had access to two confidential DOHMH databases that receive, track, and store data concerning STD infections from medical providers and clinical laboratories in New York City. The City Research Scientist downloaded and used confidential information from these databases to complete an assignment in furtherance of her graduate studies. The City Research Scientist did not disclose any confidential information from these records. The City Research Scientist admitted that her conduct violated the City's conflicts of interest law, which prohibits a City employee from disclosing for any purpose, or using to advance any private interest of the employee or of the employee's associate, confidential information obtained as result of the employee's official duties. For this violation, the City Research Scientist agreed to pay a $750 fine to the Board and a $750 fine to DOHMH, for a total financial penalty of $1,500. *COIB v. Choden*, COIB Case No. 2013-124 (2013).

The Board issued a public warning letter to a New York City Department of Education ("DOE") Teacher for disclosing the names of her DOE students, which are confidential, in a

book she self-published. In the public warning letter, the Board informed the Teacher that her conduct violated the City's conflicts of interest law, which prohibits public servants from disclosing confidential information they learn in the course of their City employment. The Teacher informed the Board that she had instructed her publisher to replace the names of the DOE students with their initials and that all further sales of her book be of this modified version. *COIB v. Walters*, COIB Case No. 2012-548 (2013).

The Board and the New York City Human Resources Administration ("HRA") concluded a joint settlement with an HIV/AIDS Services Administration Caseworker who agreed to pay HRA a fine equivalent to twenty days' pay, valued at approximately $3,082, for accessing the Welfare Management System to view the public assistance of her two tenants, HRA clients, in order to see if they had applied for benefits to pay their rent arrears. The HIV/AIDS Services Administration Caseworker admitted that her conduct violated the City's conflicts of interest law, which prohibits a City employee from using confidential information obtained as a result of his or her official duties to advance any direct or indirect financial or other private interest of the City employee. *COIB v. Bessem*, COIB Case No. 2012-233 (2013).

The Board and the New York City Administration for Children's Services ("ACS") reached a joint settlement with an ACS Child Protective Manager who paid a $1,500 fine to the Board for disclosing confidential information from the records of an ACS client for an unauthorized purpose. In a public disposition, the Child Protective Manager admitted she got the information she needed through unauthorized access to a New York State Central Register's database, CONNECTIONS, a confidential database of child abuse and maltreatment investigations used by ACS and other child protective services throughout New York State, and then disclosed information from the ACS client's file to the paternal grandmother of the client's child after the grandmother, a friend of the Child Protective Manager, asked her for information. The Child Protective Manager acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a City employee from disclosing or using confidential information obtained as a result of his or her official duties to advance any direct or indirect financial or other private interest of the City employee or any person associated with him or her. *COIB v. B. Davis*, COIB Case No. 2012-624 (2013).

In a joint settlement with the Board and the New York City Department of Homeless Services ("DHS"), a LAN Administrator at DHS admitted that, acting without authorization and for his own private benefit, he used his access to his agency's confidential case management database to locate his associate in the DHS shelter system and to obtain contact information for his associate's case manager. The actual presence of an individual in the shelter system is confidential and protected information; the associate's identity is being withheld for confidentiality reasons. At the time in question, the LAN Administrator worked at a helpdesk, providing technical support for the DHS case management system. The LAN Administrator admitted to violating the City's conflicts of interest law by using his position as a LAN Administrator to obtain and to act on confidential information to which he otherwise would not have been entitled. The LAN Administrator served a 30-day suspension, which has a value of approximately $6,622, and agreed to irrevocably resign from DHS and to never seek employment with DHS or any other City agency in the future. *COIB v. Muniz*, COIB Case No. 2012-426 (2013).

An Associate Job Opportunity Specialist with the New York City Human Resources Administration ("HRA") accepted a 60-day suspension, valued at $9,972, for misusing his position in the HRA Rental Assistance Unit to issue an assistance check from HRA to his stepdaughter and for repeatedly misusing confidential information from his stepdaughter's public assistance records. In a public disposition of the charges, the Associate Job Opportunity Specialist acknowledged violating the City's conflicts of interest law by using his position in the HRA Rental Assistance Unit to authorize payment of rental assistance benefits to his stepdaughter and by misusing confidential information from public assistance case records to resolve a personal dispute. *COIB v. J. Purvis*, COIB Case No. 2012-898a (2013).

The Board and the New York City Human Resources Administration ("HRA") reached a joint settlement with an HRA Eligibility Specialist who agreed to pay HRA a fine equivalent to two days' pay, valued at approximately $280, for accessing the Welfare Management System to view the public assistance records of her niece, an HRA client, and then disclosing confidential information from these records, although solely to her niece. The Eligibility Specialist admitted that her conduct violated the City's conflicts of interest law, which prohibits a City employee from disclosing confidential information obtained as a result of his or her official duties for any purpose. *COIB v. N. Rodriguez*, COIB Case No. 2012-464 (2013).

A Secretary for the New York City Human Resources Administration ("HRA") improperly used confidential public assistance records for her personal benefit. To perform the official duties of her position, HRA gave the Secretary access to the Welfare Management System ("WMS"), which is an electronic database of confidential records concerning public assistance cases. Without authorization from HRA, the Secretary repeatedly used WMS to obtain confidential information concerning her own public assistance case to determine whether and when her benefits payments would be issued. In a public disposition of the Board's charges, the Secretary acknowledged that her unauthorized use of WMS violated the City's conflicts of interest law. To resolve related disciplinary charges that HRA had previously brought against the secretary, she agreed, in a separate settlement with HRA, to serve an eight-day suspension without pay, valued at $1,076. The Board imposed no additional penalties in this case. *COIB v. Stevenson-Hull*, COIB Case No. 2012-140 (2013).

In a joint resolution of agency disciplinary charges and a Board enforcement action, a Child Protective Specialist at the New York City Administration for Children's Services ("ACS") was issued a public warning letter for accessing confidential information in CONNECTIONS concerning a complaint filed against the mother of a child for whom the Child Protective Specialist intended to file an application for guardianship if needed. CONNECTIONS is a confidential database of child abuse and maltreatment investigations and is used by ACS and other child protective services throughout New York State. The Board issued the warning letter having been informed that the Child Protective Specialist had accessed CONNECTIONS only once and for the purpose of determining who was going to care for the child; nonetheless, the Board reminded the Child Protective Specialist, and other public servants, that a public servant may not use confidential information to advance any personal interest. *COIB v. Means*, COIB Case No. 2012-578 (2013).

The Board imposed a $7,500 fine on a former Clerical Associate with the New York City Administration for Children's Services ("ACS") for her violations of the City's conflicts of interest law, and forgave that fine based on her showing of financial hardship. First, the former Clerical Associate admitted that she accessed the New York State Office of Children and Family Services' confidential database, CONNECTIONS, on multiple occasions over the course of four years to determine if complaints had been filed against various family members, including two of her sisters, her former sister-in-law, and herself. CONNECTIONS is a confidential database of child abuse and maltreatment investigations and is used by ACS and other child protective services throughout New York State. The former Clerical Associate also admitted that she accessed CONNECTIONS to view confidential information concerning a complaint involving the ex-wife of her then husband and disclosed that access to her then husband. Second, the former Clerical Associate admitted that she owned a group day care center that received money from ACS and that she submitted documentation to ACS in order to receive those monies. The Clerical Associate acknowledged she violated provisions of the City's conflicts of interest law that (1) prohibit a City employee from disclosing or using confidential information obtained as a result of his or her official duties to advance any direct or indirect financial or other private interest of the City employee; (2) prohibit a City employee from having an interest in a firm that the employee knows, or should know, is engaged in business dealings with any City agency; and (3) prohibit a City employee from "appearing" before any City agency on behalf of a private interest. "Appearing" under the City's conflicts of interest law includes making telephone calls, sending e-mails, and attending meetings, all for compensation. *COIB v. E. Dockery*, COIB Case No. 2010-880 (2012).

The Board and the New York City Human Resources Administration ("HRA") concluded a joint settlement with an Associate Job Opportunity Specialist who agreed to pay HRA a fine equivalent to twenty days' pay, valued at approximately $3,780, for accessing the Welfare Management System ("WMS") to view the public assistance records of her goddaughter, to whom she rents a living space, for the Associate Job Opportunity Specialist's personal use. The Associate Job Opportunity Specialist admitted that on 88 occasions, without authorization from HRA, she accessed her goddaughter's public assistance records on WMS to ascertain when her goddaughter would receive her shelter benefits since the Associate Job Opportunity Specialist had been receiving rent payments from HRA on behalf of her goddaughter. The Associate Job Opportunity Specialist also admitted that, on multiple occasions, she accessed HRA's Paperless Office System software program to take unauthorized action on her goddaughter's public assistance case, including uploading documents to her goddaughter's public assistance records. The Associate Job Opportunity Specialist admitted that her conduct violated the City's conflicts of interest law, which prohibits a City employee from using confidential information obtained as a result of his or her official duties to advance any direct or indirect financial or other private interest of the City employee or any person associated with him or her and from disclosing that information for any purpose. *COIB v. Ervin-Turner*, COIB Case No. 2012-582 (2012).

An Associate Job Opportunity Specialist with the New York City Human Resources Administration ("HRA") was suspended for seven days, valued at approximately $3,363, and fined one day's pay, approximately $498, for accessing the confidential public assistance records of an HRA client who was also a prospective tenant without authorization from HRA, in violation of City Charter § 2604(b)(4), which prohibits public servants from using confidential

information to advance any personal or financial interest. In a public disposition of the City's conflicts of interest violations and the related agency disciplinary charges, the Job Opportunity Specialist admitted to using confidential information from the public assistance records to complete a form that she was required to submit to HRA to rent a living space to an HRA client. The Board imposed no additional penalties in this case. *COIB v. Jimenez*, COIB Case No. 2012-581 (2012).

A Caseworker for the New York City Human Resources Administration ("HRA") agreed to irrevocably resign for improperly disclosing confidential public assistance records, in violation of City Charter § 2604(b)(4), which prohibits public servants from disclosing confidential City information. In a public disposition of the City's conflicts of interest law violations and the related agency disciplinary charges, the Caseworker admitted that she was engaged in a personal dispute with an HRA client and, as a result, mailed a copy of the HRA client's confidential public assistance records to the client's wife. The Board imposed no additional penalties in this case. *COIB v. Ojudun*, COIB Case No. 2012-316 (2012).

The Board issued a public warning letter to a former New York City Department of Education ("DOE") teacher for directing students in her class to make holiday greeting cards for her friend, who was an inmate at the Groveland Correctional Facility, and disclosing her students' names and home addresses on the cards by mailing them to the prison. The teacher acknowledged that her conduct violated the City's conflicts of interest law, which prohibits public servants from disclosing, for any reason, confidential information obtained as a result of their official duties. In deciding to issue a public warning letter, the Board took into consideration that the teacher agreed to resign in connection with DOE disciplinary charges arising from the same conduct. *COIB v. Dean*, COIB Case No. 2012-127 (2012).

A former Assistant to the Chief Engineer in the Bureau of Engineering at the New York City Department of Sanitation ("DSNY") paid the Board a $7,500 fine for his multiple violations of the City of New York's conflicts of interest law. Also, in the first case of its kind since City voters approved, in November 2010, an amendment to the conflicts of interest law giving the Board the power to order the disgorgement of any gain or benefit obtained as a result a violation of the conflicts of interest law, the former Assistant paid the Board, in addition to the fine, the value of the benefit he received as a result of his violations. First, the former Assistant admitted that he referred a DSNY subordinate to an attorney to represent her in a personal injury lawsuit, for which referral the former Assistant received a fee, in the amount of $1,696.82. The former Assistant acknowledged that, in so doing, he violated the provisions of the City's conflicts of interest law that prohibit City employees from using their City positions to obtain a personal financial benefit and from entering into a business or financial relationship with a City superior or subordinate. Second, the former Assistant admitted that he performed work on his subordinate's personal injury lawsuit and on another compensated legal matter on City time and using City resources, including his DSNY office for meetings and his DSNY computer, telephone, and e-mail account. The former Assistant acknowledged that, in so doing, he violated the provisions of the City's conflicts of interest law that prohibit City employees from using City time or City resources for any non-City purpose, especially for any private business purpose. Finally, the former Assistant admitted that he provided to a private law firm, for a personal, non-City purpose, disciplinary complaints concerning a DSNY employee, which complaints included

the employee's home address, date of birth, and Social Security number. The former Assistant acknowledged that, in so doing, he violated the provision of the City's conflicts of interest law that prohibits City employees from using information that is not otherwise available to the public for the public servant's own personal benefit or for the benefit of any person or firm associated with the public servant (including a parent, child, sibling, spouse, domestic partner, employer, or business associate) or to disclose confidential information obtained as a result of the public servant's official duties for any reason. For these violations, the former Assistant paid the Board a $7,500 fine as well as the value of the benefit he received as a result of the violations, namely the referral fee, in the amount of $1,696.82. *COIB v. S. Taylor*, COIB Case No. 2011-193 (2012).

In a joint disposition with the Board and the New York City Department of Health and Mental Hygiene ("DOHMH"), a Principal Administrative Associate in the DOHMH Office of Vital Records agreed to serve a twenty-five work-day suspension, valued at $4,686.35, for accessing the Electronic Vital Events Registration System ("EVERS") to view confidential information concerning his deceased brother, although he had signed a confidentiality agreement just a few months earlier affirming that he would not access the system for any unauthorized purpose. EVERS is a confidential system used by medical facilities and funeral directors pre-authorized by DOHMH to report births and deaths to DOHMH; upon receipt of all required information, DOHMH is able to certify a birth or death. Using EVERS the Principal Administrative Associate discovered that the required information for processing his brother's death certificate had not been completed by the funeral director. He then disclosed that confidential information to his sister with instructions to contact the funeral director, which she did. The Principal Administrative Associate acknowledged he violated provisions of the City's conflicts of interest law that (1) prohibit a City employee from disclosing or using confidential information obtained as a result of his or her official duties to advance any direct or indirect financial or other private interest of the City employee and (2) prohibit a City employee from using his or her City position to obtain any financial gain or other private or personal advantage. *COIB v. B. Williams*, COIB Case No. 2012-367 (2012).

The Board and the New York City Department of Parks and Recreation ("Parks") concluded a joint settlement with a Parks Construction Project Manager who was suspended for sixty days, valued at approximately $11,478, for disclosing confidential Parks information to a private vendor. As part of his official Parks duties, the Construction Project Manager had access to confidential Parks information, including confidential engineer and construction pricing estimates. The Construction Project Manager admitted that, in or around March or April 2009, without authorization from Parks, he provided Parks engineer and construction pricing estimates to a private vendor who was in the process of preparing a bid for a Parks construction project. The Construction Project Manager also admitted that, at the time he disclosed the information, the vendor was completing construction on a residence owned by the Construction Project Manager's sister, in which residence the Construction Project Manager currently resides. The Construction Project manager admitted that his conduct violated City Charter § 2604(b)(4), which prohibits public servants from using any confidential information obtained as a result of their official duties to advance any personal or financial interest. *COIB v. Baksh*, COIB Case No. 2012-021 (2012).

The Board and the New York City Human Resources Administration ("HRA") concluded a joint settlement with a Principal Administrative Associate who agreed to pay HRA a fine equivalent to twenty days' pay, valued at approximately $3,530, for accessing the Welfare Management System ("WMS") to view the public assistance records of two HRA clients, one of whom is her daughter. WMS is a system maintained by the New York State Office of Temporary and Disability Assistance ("OTDA") containing confidential information about all persons who have applied for or have been determined to be eligible for benefits under any program for which OTDA has supervisory responsibility. The Principal Administrative Associate admitted that, between January 5, 2009, and April 8, 2011, without authorization from HRA, she accessed her daughter's public assistance records on WMS 44 times to determine if her daughter would receive her shelter benefits on time. The Principal Administrative Assistant also admitted that, on two occasions, she accessed WMS to view the public assistance records of an HRA client to determine the HRA client's contact information so that she could contact the HRA client to seek her assistance in resolving a personal dispute. The Principal Administrative Associate admitted that her conduct violated City Charter § 2604(b)(4), which prohibits public servants from using any confidential information obtained as a result of their official duties to advance any personal or financial interest. *COIB v. D. Purvis*, COIB Case No. 2011-898 (2012).

The Board and the New York City Human Resources Administration ("HRA") concluded a joint settlement with an HRA Eligibility Specialist who agreed to pay HRA a fine equivalent to five days' pay, valued at approximately $758, for accessing the Welfare Management System ("WMS") to view the public assistance records of her cousin. WMS is a system maintained by the New York State Office of Temporary and Disability Assistance ("OTDA") containing confidential information about all persons who have applied for or have been determined to be eligible for benefits under any program for which OTDA has supervisory responsibility. The Eligibility Specialist admitted that, from May 5, 2010, through February 7, 2011, without authorization from HRA, she accessed her cousin's public assistance records on WMS on eighteen dates to determine if her cousin's shelter benefits check was available. At the time of her misconduct, the Eligibility Specialist rented a living space to her cousin for a monthly rent of $215, which was paid in full by HRA in the form of shelter benefits. The Eligibility Specialist admitted that her conduct violated City Charter § 2604(b)(4), which prohibits public servants from using any confidential information obtained as a result of their official duties to advance any personal or financial interest. *COIB v. E. Washington*, COIB Case No. 2012-115 (2012).

The Board and the New York City Human Resources Administration ("HRA") concluded a joint settlement with an Associate Job Opportunity Specialist who agreed to pay HRA a fine equivalent to five days' pay, valued at approximately $1,244.72, for accessing the Welfare Management System ("WMS") to view the public assistance records of her goddaughter, to whom she rents a living space, for her personal use. WMS is a system maintained by the New York State Office of Temporary and Disability Assistance ("OTDA") containing confidential information about all persons who have applied for or have been determined to be eligible for benefits under any program for which OTDA has supervisory responsibility. The Associate Job Opportunity Specialist admitted that on one occasion, without authorization from HRA, she accessed her goddaughter's public assistance records on WMS to ascertain when her goddaughter would receive her shelter benefits sine the Associate Job Opportunity Specialist had been receiving rent payments from HRA on behalf of her goddaughter. The Associate Job

Opportunity Specialist admitted that her conduct violated the City's conflicts of interest law, which prohibits a City employee from using confidential information obtained as a result of his or her official duties to advance any direct or indirect financial or other private interest of the City employee or any person associated with him or her and from disclosing that information for any purpose. *COIB v. Tomkins*, COIB Case No. 2012-114 (2012).

The Board and the New York City Human Resources Administration ("HRA") concluded a joint settlement with a Clerical Associate who agreed to pay HRA a fine equivalent to eight days' pay, valued at approximately $1,085.97, for accessing the Welfare Management System ("WMS") to view the public assistance records of her niece, to whom she rents a living space, for her personal use. WMS is a system maintained by the New York State Office of Temporary and Disability Assistance ("OTDA") containing confidential information about all persons who have applied for or have been determined to be eligible for benefits under any program for which OTDA has supervisory responsibility. The Clerical Associate admitted that on two occasions, without authorization from HRA, she accessed her niece's public assistance records on WMS to ascertain when her niece would receive her shelter benefits since the Clerical Associate had been receiving rent payments from HRA on behalf of her niece. The Clerical Associate admitted that her conduct violated the City's conflicts of interest law, which prohibits a City employee from using confidential information obtained as a result of his or her official duties to advance any direct or indirect financial or other private interest of the City employee or any person associated with him or her and from disclosing that information for any purpose. *COIB v. Murph*, COIB Case No. 2012-204 (2012).

The Board reached settlements with a husband and wife, both of whom work for the New York City Human Resources Administration ("HRA"), who together violated the City's conflicts of interest law. In a public disposition of the Board's charges, the wife, a Principal Administrative Associate II, admitted to calling her husband, a Job Opportunity Specialist, at his HRA office and asking him to provide her with personal information from a public assistance case involving his goddaughter. The wife knew her husband did not have permission or authorization from HRA to give her this confidential information, which she then provided to an outside party. In a joint settlement with the Board and HRA, the husband acknowledged his conduct violated the provision of the City's conflicts of interest law that prohibits City employees from disclosing confidential information they obtain from performing their official duties for the City. The husband agreed to pay HRA a fine equal to ten day's pay (approximately $1,584). The wife acknowledged that her role in causing her husband's violation was itself a violation of the conflicts of interest law. In settlement of related HRA disciplinary charges, the wife served a 30-day suspension without pay, valued at approximately $4,307. The Board imposed no additional penalties in either case. *COIB v. B. Glover*, COIB Case No. 2011-429 (2012); *COIB v. M. Glover*, COIB Case No. 2011-429a (2012).

A Child Protective Specialist II for the New York City Administration for Children Services ("ACS") agreed to be suspended for twelve work days, valued at approximately $2,348, for misusing confidential information and her ACS position. In a joint settlement with the Board and ACS, the Child Protective Specialist admitted that she accessed the New York State Central Registrar's confidential database, CONNECTIONS, on one occasion to view information about her niece. CONNECTIONS is a confidential database of child abuse and maltreatment

investigations and is used by ACS and other child protective services throughout New York State. The Child Protective Specialist then used that confidential information she obtained to send an e-mail to the foster care agency responsible for her niece, requesting that her niece be placed in her home. In her e-mail to the foster care agency, the Child Protective Specialist identified herself by her ACS title, even though she had no official responsibility for her niece's case. The Child Protective Specialist acknowledged she violated provisions of the City's conflicts of interest law that (1) prohibit a City employee from disclosing or using confidential information obtained as a result of his or her official duties to advance any direct or indirect financial or other private interest of the City employee and from disclosing that information for any purpose and (2) prohibit a City employee from using his or her City position to obtain any financial gain or other personal advantage. *COIB v. Gamble*, COIB Case No. 2012-045 (2012).

The Board and the New York City Human Resources Administration ("HRA") concluded a three-way settlement with an Associate Fraud Investigator who agreed to pay HRA a fine equivalent to thirty days' pay, valued at $5,304.74, for accessing the Welfare Management System ("WMS") to view the public assistance records of his tenant. WMS is a system maintained by the New York State Office of Temporary and Disability Assistance ("OTDA") containing confidential information about all persons who have applied for or have been determined to be eligible for benefits under any program for which OTDA has supervisory responsibility. The Associate Fraud Investigator acknowledged that from March 3, 2010, through July 18, 2011, without authorization from HRA, he accessed his tenant's public assistance records on WMS on 85 occasions to ascertain when his tenant would receive his rent benefits since the Associate Fraud Investigator had been receiving rent payments from HRA on behalf of his tenant. The Associate Fraud Investigator admitted that his conduct violated the City's conflicts of interest law, which prohibits a City employee from using confidential information obtained as a result of his or her official duties to advance any direct or indirect financial or other private interest of the City employee or any person associated with him or her and from disclosing that information for any purpose. *COIB v. Hope,* COIB Case No. 2012-229 (2012).

The Board and the New York City Human Resources Administration ("HRA") concluded a three-way settlement with an Associate Job Opportunity Specialist who agreed to pay HRA a fine equivalent to twenty days' pay, valued at $2,252.11, for accessing the Welfare Management System ("WMS") to view the public assistance records of her nephew, to whom she rented living space, for her personal use. WMS is a system maintained by the New York State Office of Temporary and Disability Assistance ("OTDA") containing confidential information about all persons who have applied for or have been determined to be eligible for benefits under any program for which OTDA has supervisory responsibility. The Associate Job Opportunity Specialist acknowledged that from January 6, 2009, through December 9, 2009, without authorization from HRA, she accessed her nephew's public assistance records on WMS on 48 occasions to ascertain when her nephew would receive his shelter benefits since the Associate Job Opportunity Specialist had been receiving rent payments from HRA on behalf of her nephew. The Associate Job Opportunity Specialist admitted that her conduct violated the City's conflicts of interest law, which prohibits a City employee from using confidential information obtained as a result of his or her official duties to advance any direct or indirect financial or other private interest of the City employee or any person associated with him or her and from

disclosing that information for any purpose. *COIB v. C. Thomas*, COIB Case No. 2012-231 (2012).

In a joint disposition with the Board and the New York City Department of Correction, a Correction Captain who disclosed confidential information from an ongoing investigation into an inmate assault incident agreed to serve a three-week suspension (valued at $4,539) and to forfeit 24 days of annual leave (valued at $7,235) for violating the DOC Rules and Regulations and the City's conflicts of interest law, both of which strictly bar the unauthorized disclosure of confidential City information. In a public disposition, the Correction Captain admitted to knowing that her friend's daughter was a personal acquaintance of one of the inmates allegedly involved in the assault. The Captain intentionally provided her friend with details from the investigation, and then her friend's daughter imparted those confidential details to the inmate. *COIB v. Sh. Edwards*, COIB Case No. 2011-724 (2012).

In a joint disposition with the Board and the New York City Administration for Children's Services ("ACS"), a Child Protective Specialist Supervisor agreed to be suspended for fifteen work days without pay, valued at $4,369, for accessing the New York State Central Registrar's confidential database, CONNECTIONS, on one occasion to view confidential information about the father of her niece's child and then sharing that information with her niece. CONNECTIONS is a confidential database of child abuse and maltreatment investigations and is used by ACS and other child protective services throughout New York State. The Child Protective Specialist Supervisor admitted that her conduct violated the City's conflicts of interest law, which prohibits a City employee from disclosing or using confidential information obtained as a result of his or her official duties to advance any direct or indirect financial or other private interest of the City employee or any person associated with him or her. *COIB v. Vasquez*, COIB Case No. 2011-734 (2012).

In a joint disposition with the Board and the New York City Administration for Children's Services ("ACS"), a Child Protective Specialist agreed to be suspended for five work days without pay, valued at $1,000, for accessing the New York State Central Registrar's confidential database, CONNECTIONS, on one occasion to view information about a complaint filed against her son, who lives with her, with respect to her son's treatment of his child. CONNECTIONS is a confidential database of child abuse and maltreatment investigations and is used by ACS and other child protective services throughout New York State. The Child Protective Specialist admitted that her conduct violated the City's conflicts of interest law, which prohibits a City employee from disclosing or using confidential information obtained as a result of his or her official duties to advance any direct or indirect financial or other private interest of the City employee or any person associated with him or her. *COIB v. Dumeng*, COIB Case No. 2011-727 (2012).

In a joint disposition with the Board and the New York City Department of Health and Mental Hygiene ("DOHMH"), a Motor Vehicle Operator for the DOHMH Bureau of Facilities, Planning and Administrative Services agreed to pay a fine to DOHMH equal to 15 days' pay, valued at $2,440, for violating the City's conflicts of interest law. While in the course of performing his official DOHMH duties, which include delivering to and picking up specimens and mail from various DOHMH clinics and facilities in the Bronx, the Motor Vehicle Operator

saw the girlfriend of his friend in the lobby of DOHMH's Morrisannia STD Clinic. The Motor Vehicle Operator then told his friend that he had seen the friend's girlfriend at the STD Clinic. The Motor Vehicle Operator acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant *either* from *disclosing* confidential information obtained as a result of the public servant's official duties *or* from *using* for any financial or other private interest such confidential information, regardless of whether the public servant also disclosed the confidential information. The Motor Vehicle Operator acknowledged that the names of patients at DOHMH clinics are confidential. *COIB v. An. Williams*, COIB Case No. 2011-663 (2011).

The Board entered into a joint settlement with the New York City Human Resources Administration ("HRA") and an HRA Eligibility Specialist who agreed to pay HRA a fine equivalent to five days' pay, valued at approximately $700, for accessing the Welfare Management System ("WMS") to view the public assistance records of a person with whom he was associated. WMS is a system maintained by the New York State Office of Temporary and Disability Assistance ("OTDA") containing confidential information about all persons who have applied for or have been determined to be eligible for benefits under any program for which OTDA has supervisory responsibility. The Eligibility Specialist acknowledged that, on two occasions between August 10 and August 24, 2009, and without authorization from HRA, he accessed confidential information concerning a friend to whom he owed money, for his own personal, non-City purposes. The Eligibility Specialist admitted that his conduct violated the City's conflicts of interest law, which prohibits a City employee from using confidential information obtained as a result of his or her official duties to advance any direct or indirect financial or other private interest of the City employee or any person associated with him or her or disclosing that information for any purpose. *COIB v. Akinoye*, COIB Case No. 2011-443 (2011).

The Board adopted the Report and Recommendation of an Administrative Law Judge ("ALJ") of the New York City Office of Administrative Trials and Hearings ("OATH"), issued after a full trial, fining a former Eligibility Specialist for the New York City Human Resources Administration ("HRA") $7,500 for impermissibly using and disclosing confidential information of the City to harass and threaten a woman who she thought was having an affair with her husband. The Eligibility Specialist suspected her husband was having an affair with another woman and gained unauthorized access to HRA's electronic databases of confidential public assistance records to obtain information and documents concerning the other woman's extended family. The Eligibility Specialist then used the confidential records to harass the woman and threatened to post confidential documents on the internet. The Eligibility Specialist also disclosed some of the confidential documents to her husband. The Board determined that the Eligibility Specialist's conduct constitutes serious violations of the City's conflicts of interest law, which prohibits public servants from impermissibly disclosing confidential information of the City or using it to advance the public servant's private interests. *COIB v. McNair*, OATH Index No. 1114/11, COIB Case No. 2009-700 (Order July 21, 2011).

The Board and the New York City Human Resources Administration ("HRA") concluded a three-way settlement with an HRA Fraud Investigator who agreed to pay HRA a fine equivalent to five days' pay, valued at $799.61 for accessing the Welfare Management System

("WMS") to view the public assistance records of her son for her personal use. WMS is a system maintained by the New York State Office of Temporary and Disability Assistance ("OTDA") containing confidential information about all persons who have applied for or have been determined to be eligible for benefits under any program for which OTDA has supervisory responsibility. The Fraud Investigator acknowledged that from August 19, 2009, through January 29, 2010, without authorization from HRA, she accessed her son's public assistance records on WMS on 4 occasions to ascertain when her son would receive his shelter benefits since the Fraud Investigator had been receiving rent payments from HRA on behalf of her son. The Fraud Investigator admitted that her conduct violated the City's conflicts of interest law, which prohibits a City employee from using confidential information obtained as a result of his or her official duties to advance any direct or indirect financial or other private interest of the City employee or any person associated with him or her and from disclosing that information for any purpose. *COIB v. V. Mitchell,* COIB Case No. 2010-430 (2011).

The Board and the New York City Human Resources Administration ("HRA") concluded a three-way settlement with a Principal Administrative Associate who agreed to pay HRA a fine equivalent to ten days' pay, valued at $2,033.60, for accessing the Welfare Management System ("WMS") to view the public assistance records of her tenant for her personal use. WMS is a system maintained by the New York State Office of Temporary and Disability Assistance ("OTDA") containing confidential information about all persons who have applied for or have been determined to be eligible for benefits under any program for which OTDA has supervisory responsibility. The Principal Administrative Associate acknowledged that from May 10, 2002, through January 7, 2009, without authorization from HRA, she accessed her tenant's public assistance records on WMS on 73 occasions to ascertain when her tenant would receive her shelter benefits since the Principal Administrative Associate had been receiving rent payments from HRA on behalf of her tenant. The Principal Administrative Associate admitted that her conduct violated the City's conflicts of interest law, which prohibits a City employee from using confidential information obtained as a result of his or her official duties to advance any direct or indirect financial or other private interest of the City employee or any person associated with him or her and from disclosing that information for any purpose. *COIB v. P. Garcia,* COIB Case No. 2010-406 (2011).

The Board imposed a $5,000 fine on a former Eligibility Specialist at the New York City Human Resources Administration ("HRA") who accessed the Welfare Management System ("WMS") for personal, non-City purposes. WMS is a system maintained by the New York State Office of Temporary and Disability Assistance ("OTDA") containing confidential information about all persons who have applied for or have been determined to be eligible for benefits under any program for which OTDA has supervisory responsibility. The former Eligibility Specialist acknowledged that, between July 2009 and January 2010, on at least 41 occasions and without authorization from HRA, she accessed confidential information on WMS concerning her daughter's father, his two ex-wives, the mother of two of his children, his four children, his grandchild, and the father of that grandchild for her personal benefit and disclosed that confidential information to the father of her daughter. The former Eligibility Specialist admitted that her conduct violated the City's conflicts of interest law, which prohibits a City employee from using confidential information obtained as a result of his or her official duties to advance any direct or indirect financial or other private interest of the City employee or any person

associated with him or her and from disclosing that information for any purpose. The Board reduced its fine from $5,000 fine to $500 after taking into consideration the former Eligibility Specialist's extraordinary financial hardship, including a number of outstanding debts, on all of which she is in default. *COIB v. L. Baez,* COIB Case No. 2010-282 (2011).

The Board and the New York City Human Resources Administration ("HRA") concluded a three-way settlement with a Clerical Associate who agreed to be suspended for 30 days without pay, valued at $3,695, for accessing the Welfare Management System ("WMS") to view the public assistance records of her daughter for her personal use. WMS is a system maintained by the New York State Office of Temporary and Disability Assistance ("OTDA") containing confidential information about all persons who have applied for or have been determined to be eligible for benefits under any program for which OTDA has supervisory responsibility. The Clerical Associate acknowledged that, between November 7, 2008, and September 9, 2009, without authorization from HRA, she accessed her daughter's public assistance records on WMS on 147 occasions to ascertain how much her daughter could contribute for rent since her daughter and her five children were living with the Clerical Associate in her apartment at the time. The Clerical Associate admitted that her conduct violated the City's conflicts of interest law, which prohibits a City employee from disclosing or using confidential information obtained as a result of his or her official duties to advance any direct or indirect financial or other private interest of the City employee or any person associated with him or her. *COIB v. S. Hall,* COIB Case No. 2010-492 (2011).

The Board and the New York City Human Resources Administration ("HRA") concluded a three-way settlement with a Job Opportunity Specialist who agreed to be suspended for 60 days without pay, valued at $6,972, for accessing the Welfare Management System ("WMS") to view the public assistance records of her nephew and tenant for her personal use. WMS is a system maintained by the New York State Office of Temporary and Disability Assistance ("OTDA") containing confidential information about all persons who have applied for or have been determined to be eligible for benefits under any program for which OTDA has supervisory responsibility. The Job Opportunity Specialist acknowledged that, between October 14 and November 20, 2009, without authorization from HRA, she accessed her nephew's public assistance records on WMS on 5 occasions to ascertain when he would receive his shelter benefits since her nephew lived with her and paid her rent in the amount of $277.00 per month. The Job Opportunity Specialist also acknowledged that, on November 18, 2009, without authorization from HRA, she accessed her tenant's public assistance records on WMS to ascertain when he would receive his shelter benefits. The Job Opportunity Specialist admitted that her conduct violated the City's conflicts of interest law, which prohibits a City employee from disclosing or using confidential information obtained as a result of his or her official duties to advance any direct or indirect financial or other private interest of the City employee or any person associated with him or her. *COIB v. B. Wright,* COIB Case No. 2010-278 (2011).

The Board and the New York City Human Resources Administration ("HRA") concluded a three-way settlement with a Clerical Associate who agreed to pay HRA a fine equivalent to 20 days' pay, valued at $2,490, for accessing the Welfare Management System ("WMS") to view the public assistance records of her daughter and granddaughter for her personal use. The Clerical Associate acknowledged that, from March 2009 through February 2010, without

authorization from HRA, she accessed her daughter's and granddaughter's public assistance records on WMS on 18 occasions to ascertain how much her daughter could contribute for rent and household expenses since her daughter and granddaughter were living with the Clerical Associate in her apartment at the time. The Clerical Associate admitted that her conduct violated the City's conflicts of interest law, which prohibits a City employee from disclosing or using confidential information obtained as a result of his or her official duties to advance any direct or indirect financial or other private interest of the City employee or any person associated with him or her. *COIB v. Woods,* COIB Case No. 2010-296 (2010).

The Board and the New York City Human Resources Administration ("HRA") concluded a three-way settlement with an Eligibility Specialist who agreed to irrevocably resign from HRA and to not seek future employment with the City for accessing the Welfare Management System ("WMS") to view, for her personal use, the public assistance records of the mother of her husband's child and the mother's other children. The Eligibility Specialist acknowledged that, from February 2008 through March 2009, without authorization from HRA, she accessed WMS on approximately ninety occasions to obtain confidential information concerning the mother of her husband's child, who was an HRA client, and the client's other children to ascertain when the mother was scheduled for an appointment at the HRA center where the Eligibility Specialist was assigned, in an effort to protect herself since they had an ongoing family dispute. The Eligibility Specialist admitted that her conduct violated the City's conflicts of interest law, which prohibits a City employee from using confidential information obtained as a result of their official duties to advance any direct or indirect financial or other private interest of the City employee or any person associated with him or her. *COIB v. G. Mendez,* COIB Case No. 2010-338 (2010).

The Board and the New York City Human Resources Administration ("HRA") concluded a three-way settlement with an HRA Associate Job Opportunity Specialist who was suspended by HRA for 10 calendar days without pay, valued at approximately $1,161, for disclosing confidential City information. The Associate Job Opportunity Specialist admitted disclosing to her daughter and son-in-law that the records in the Welfare Management System ("WMS") indicated that her son-in-law was working at that time. HRA had authorized the Associate Job Opportunity Specialist to use WMS, a database containing confidential public assistance records, to perform her official HRA duties only. HRA policy prohibits its staff from accessing, reviewing, or working on case records pertaining to relatives. The Associate Job Opportunity Specialist acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from disclosing confidential information obtained as a result of his or her official duties for any unauthorized purpose. *COIB v. Griffen-Cruz,* COIB Case No. 2010-345 (2010).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement with an Assistant Public Health Advisor in the DOHMH Bureau of STD Prevention and Control who, at the request of her close friend, accessed the confidential patient records of her friend's daughter, who had recently been seen at a DOHMH STD clinic, and then disclosed those records to her friend. The Assistant Public Health Advisor acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant *either* from *disclosing* confidential information obtained as a

result of the public servant's official duties *or* from *using* for any financial or other private interest such confidential information, regardless of whether the public servant also disclosed the confidential information. For this misconduct, the Assistant Public Health Advisor agreed to (a) be suspended for 19 work days, valued at $2,371; (b) resign from DOHMH effective July 15, 2010; and (c) not seek future employment with DOHMH ever or with the City for five years from the date of the disposition. *COIB v. Oates*, COIB Case No. 2010-432 (2010).

The Board concluded a settlement with a Secretary for the New York City Human Resources Administration ("HRA") who repeatedly accessed confidential City information to advance her private interest in knowing where her grandchildren stayed on the weekends. The HRA Secretary admitted using the Welfare Management System ("WMS") to view an individual's public assistance records 58 times to attempt to ascertain where her grandchildren were staying during their weekends with their father. HRA had authorized the Secretary to access WMS, a confidential database containing public assistance records, to perform her official HRA duties only. Public assistance records and the information contained therein, which includes recipients' addresses, are confidential and not otherwise available to the public. The Secretary acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using confidential information obtained as a result of his or her official duties to advance any direct or indirect financial or other private interest of the public servant or any person or firm associated with the public servant. HRA had previously brought related disciplinary charges against the Secretary. In settlement of those charges, the Secretary accepted a ten-day pay fine, valued at approximately $1,357. The Board took the HRA penalty into consideration in deciding not to impose an additional fine. *COIB v. Ingram*, COIB Case No. 2009-265 (2010).

The Board fined a former Child Protective Specialist at the New York City Administration for Children's Services ("ACS") $1,500 for using her ACS position to access information in ACS's confidential CONNECTIONS database. The former Child Protective Specialist acknowledged that she obtained confidential information in CONNECTIONS about her nephew, which information was not available to the public. The former Child Protective Specialist acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a City employee from using her position to benefit herself and from using confidential information obtained as a result of her official duties to advance any direct or indirect private interest of herself or any person or firm associated with her. For this misconduct, the Board imposed a $1,500 fine, but forgave this fine upon the Child Protective Specialist's showing of financial hardship, including her current unemployment, application for and receipt of public assistance, outstanding balance on her rent, and lack of any assets with which to pay her fine. *COIB v. Colbert*, COIB Case No. 2007-695 (2010).

The Board and the New York City Human Resources Administration ("HRA") concluded a three-way settlement with a Clerical Associate who was suspended by HRA for twenty days without pay, valued at $2,714, for accessing the Welfare Management System ("WMS") to view her brother's and niece's public assistance records for the Clerical Associate's personal use. WMS is a system maintained by the New York State Office of Temporary and Disability Assistance ("OTDA") containing confidential information about all persons who have applied for or have been determined to be eligible for benefits under any program for which OTDA has

supervisory responsibility. The Clerical Associate acknowledged that, from August 27, 2007, through September 3, 2008, without authorization from HRA, she accessed WMS on twenty-six occasions to obtain confidential information about when her brother would receive his shelter benefits since her brother lived with her and paid her rent in the amount of $215.00 per month. The Clerical Associate further acknowledged that, from January 8 through June 16, 2008, without authorization from HRA, she accessed WMS on five occasions to obtain confidential information concerning the status of her niece's pending application for public assistance benefits since she was her niece's legal guardian and would be the payee for her niece's public assistance benefits. The Clerical Associate admitted that her conduct violated the City's conflicts of interest law, which prohibits City employees from using confidential information obtained as a result of their official duties to advance any direct or indirect financial or other private interest of the City employee or any person associated with the employee or disclosing such information for any purpose. *COIB v. M. Williams*, COIB Case No. 2009-852 (2010).

The Board concluded a settlement with a Supervisor I for the New York City Human Resources Administration ("HRA") who used her HRA position to obtain confidential information about a potential private tenant. The HRA Supervisor I admitted that HRA authorized her access to the Welfare Management System ("WMS"), a confidential database containing public assistance records, to perform her official HRA duties only. The Supervisor I further admitted that prior to leasing an apartment she owns she used WMS to access a potential tenant's public assistant records on four occasions. The Supervisor I acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using confidential information obtained as a result of his or her official duties to advance any direct or indirect financial or other private interest of the public servant or any person or firm associated with the public servant. HRA had previously brought related disciplinary charges against the Supervisor I, and, in settlement of the agency matter, the Supervisor I accepted a fifteen-day pay fine to be apportioned into a six-day pay fine, valued at approximately $1,144 (which had already been paid to HRA), plus a nine-day pay fine that HRA will hold in abeyance and implement only if the supervisor engages in similar misconduct within the year. The Board took the HRA penalty into consideration in deciding not to impose an additional fine. *COIB v. Paulk*, COIB Case No. 2009-204 (2010).

The Board imposed, and then partially forgave based on demonstrated financial hardship, a $1,500 fine on a former Child Welfare Specialist at the New York City Administration for Children's Services ("ACS") who accessed the New York State Central Registrar's confidential database, CONNECTIONS, to view information concerning her aunt's children, to whom she became a foster parent. CONNECTIONS is a confidential database of child abuse and maltreatment investigations and is used by ACS and other child protective services throughout New York State. The former Child Welfare Specialist acknowledged that, from November 2007 through September 2008, without authorization, she accessed CONNECTIONS 17 times. The former Child Welfare Specialist further acknowledged that, in October 2008, she discussed the information she accessed from CONNECTIONS with her aunt's children's foster care agency. The Child Welfare Specialist admitted that her conduct violated the City's conflicts of interest law, which prohibits a City employee from using or attempting to use his or her position to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant

and from disclosing or using confidential information obtained as a result of his or her official duties to advance any direct or indirect financial or other private interest of the City employee or any person associated with him or her. The former Child Welfare Specialist was fined $1,500 by the Board. In setting the amount of the fine, the Board considered that, for the same conduct, the former Child Welfare Specialist had been suspended by ACS for three days, valued at approximately $500. The Board forgave $750 of the $1,500 fine based on the former Child Welfare Specialist's demonstrated financial hardship, including her current unemployment and receipt of public assistance. *COIB v. S. Gray*, COIB Case No. 2008-948 (2009).

The Board issued its Findings of Facts, Conclusions of Law, and Order fining a former Medical Insurance and Community Services Administration ("MICSA") Eligibility Specialist for the New York City Human Resources Administration ("HRA") $10,000 for using her City position to access confidential information about an HRA client whose name was similar to hers in order to steal that client's identity for the Eligibility Specialist's personal use to obtain a cell phone contract and a credit card. The Board's Order adopts the Report and Recommendation of the Office of Administrative Trials and Hearings ("OATH"), issued after a full trial before Administrative Law Judge ("ALJ") Kara J. Miller. The Board found that the ALJ correctly determined that the former HRA Eligibility Specialist, without authorization to do so, accessed on at least 7 occasions the confidential records of an HRA client, whose name was similar to hers, in the Welfare Management System ("WMS"). WMS is a system maintained by the New York State Office of Temporary and Disability Assistance ("OTDA") containing information about all persons who have applied for or have been determined to be eligible for benefits under any program for which OTDA has supervisory responsibility. The Eligibility Specialist then used the confidential information she had obtained, namely the HRA client's social security number and date of birth, to open a Verizon Wireless account and a Bank of America credit card in the client's name. The ALJ found, and the Board adopted as its own findings, that the former HRA Eligibility Specialist's conduct violated the City of New York's conflicts of interest law, which (a) prohibits a public servant from engaging in any business, transaction, or private employment, or having any financial or other private interest, direct or indirect, which is in conflict with the proper discharge of his or her official duties; (b) prohibits a public servant from disclosing or using confidential information obtained as a result of his or her official duties to advance any direct or indirect financial or other private interest of the public servant or any person or firm associated with the public servant; and (c) prohibits a public servant from using or attempting to use his or her position to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant. The ALJ recommended and the Board imposed a fine of $10,000. In setting the amount of the fine, the Board agreed with the ALJ's characterization of the former HRA Eligibility Specialist's use of confidential information as "self-serving and malicious" and took into consideration her "disregard of the charges and the proceedings at OATH, thus requiring Board staff to expend time and public resources to prove the case at OATH." *COIB v. Smart*, OATH Index No. 2588/09, COIB Case No. 2008-861 (Order Nov. 23, 2009).

The Board and the New York City Human Resources Administration ("HRA") concluded a three-way settlement with an HRA Job Opportunity Specialist who was fined ten days' pay, valued at $1,586, by HRA for accessing the Welfare Management System ("WMS") to view her daughter's and granddaughter's confidential public assistance records for the Job Opportunity

Specialist's personal use. WMS is a system maintained by the New York State Office of Temporary and Disability Assistance ("OTDA") containing confidential information about all persons who have applied for or have been determined to be eligible for benefits under any program for which OTDA has supervisory responsibility. The Job Opportunity Specialist acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a City employee from disclosing or using confidential information obtained as a result of his or her official duties to advance any direct or indirect financial or other private interest of the City employee or any person associated with the employee and from using or attempting to use his or her position to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant. *COIB v. Winfrey*, COIB Case No. 2009-082 (2009).

The Board fined a former Associate Fraud Investigator for the NYC Human Resources Administration ("HRA") $3,000 for using his City position to obtain confidential information about his private tenant to use to collect rent from her and for having a prohibited ownership interest in a firm engaged in City business dealings. The former Associate Fraud Investigator admitted that he had used his HRA position to access his private tenant's confidential case records on the Welfare Management System ("WMS") in order to obtain his tenant's current financial information. WMS is a system maintained by the New York State Office of Temporary and Disability Assistance ("OTDA") containing information about all persons who have applied for or have been determined to be eligible for benefits under any program for which OTDA has supervisory responsibility. The former Associate Fraud Investigator admitted that he used his tenant's confidential information to advance his financial interest in collecting past due and/or monthly rental payments from her. In addition, the former Associate Fraud Investigator admitted that his wife received approximately $113,744 from the NYC Administration for Children's Services for providing childcare at a daycare center she operated out of their home. He also admitted that he used his HRA computer to store letters pertaining to his tenant and the daycare center. The former Associate Fraud Investigator acknowledged that his conduct violated the City's conflicts of interest law, which prohibits public servants from using confidential information obtained as a result of their official duties to advance any private financial interest of the public servant, from having an interest in a firm that does business with any City agency, and from using City resources for any non-City purpose. *COIB v. R. Brewster*, COIB Case No. 2008-390 (2009).

The Board imposed, and then forgave based on a showing of extreme financial hardship, a $7,500 fine on a former Eligibility Specialist at the New York City Human Resources Administration ("HRA") who accessed the confidential records of her sister and of her tenant, who was also her paid child-care provider, and used her City position to benefit her paid child-care provider by processing his applications for recertification of his food stamps benefits. The former Eligibility Specialist admitted that she used her HRA position to gain unauthorized access to the Welfare Management System ("WMS") to obtain confidential public assistance records concerning her sister and her tenant, who was also her paid child-care provider. WMS is a system maintained by the New York State Office of Temporary and Disability Assistance ("OTDA") containing information about all persons who have applied for or have been determined to be eligible for benefits under any program for which OTDA has supervisory responsibility. The Eligibility Specialist accessed her sister's confidential records twice and her

live-in child-care provider's records 22 times. The former Eligibility Specialist further admitted that she used her HRA position to benefit her live-in child-care provider, a person with whom she was associated within the meaning of the conflicts of interest law, by processing his applications for recertification of his food stamps benefits on three occasions. In these three recertifications, she intentionally failed to include his income from working as her child-care provider, resulting in his receipt of increased food stamps benefits. This conduct also conflicted with the proper discharge of her official HRA duties as an Eligibility Specialist. The former Eligibility Specialist acknowledged that her conduct violated the City's conflicts of interest law, which (a) prohibits a public servant from engaging in any business, transaction, or private employment, or having any financial or other private interest, direct or indirect, which is in conflict with the proper discharge of his or her official duties; (b) prohibits a public servant from disclosing or using confidential information obtained as a result of his or her official duties to advance any direct or indirect financial or other private interest of the public servant or any person or firm associated with the public servant; and (c) prohibits a public servant from using or attempting to use his or her position to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, which would include an individual with whom the public servant is residing *or* someone with whom the public servant otherwise has a business or financial relationship. For this misconduct, the Board imposed a fine of $7,500, but forgave this fine upon the Eligibility Specialist's showing of extreme financial hardship, including her current unemployment, application for and receipt of a number of forms of public assistance, and outstanding balances on her rent and utility bills. *COIB v. Beza*, COIB Case No. 2009-024 (2009).

The Board and the New York City Human Resources Administration ("HRA") concluded a three-way settlement with an HRA Eligibility Specialist II, who was suspended by HRA for 60 calendar-days, valued at $6,100, for disclosing confidential City information. The Eligibility Specialist II admitted that she used her HRA position to gain unauthorized access to the Welfare Management System ("WMS") to obtain confidential public assistance records concerning her husband, her landlord, her landlord's girlfriend, and the girlfriend's sister, and then printed out copies of some of the confidential records. WMS is a system maintained by the New York State Office of Temporary and Disability Assistance ("OTDA") containing information about all persons who have applied for or have been determined to be eligible for benefits under any program for which OTDA has supervisory responsibility. The Eligibility Specialist II further admitted that she took the printed copies of the confidential records home with her and that her landlord discovered them in her apartment. The Eligibility Specialist II acknowledged that her conduct violated the City of New York's conflicts of interest law, which prohibits a public servant from disclosing any confidential information concerning the property, affairs, or government of the City which is obtained as a result of the official duties of such public servant and which is not otherwise available to the public. *COIB v. B. King*, COIB Case No. 2009-576 (2009).

The Board issued a public letter to a Board Member of the Civilian Complaint Review Board ("CCRB") who released two draft letters written by the CCRB Chair, one to the Corporation Counsel and one to the Police Commissioner, which letters, at the time of the Board Member's release, were not otherwise available to the public. As such, the letters themselves

were "confidential information" within the meaning of City Charter § 2604(b)(4), even if the subjects of the letters had been discussed publicly. While the CCRB Board Member represented that he did not disclose this confidential information "to advance any direct or indirect financial or other private interest," the Conflicts of Interest Board took the opportunity of this public letter to remind public servants that proof of such a private interest is not necessary to establish a violation of § 2604(b)(4) based on *disclosure* of confidential information, as opposed to *use* of confidential information. City Charter § 2604(b)(4) provides that a public servant would violate the provision *either* by *disclosing* confidential information obtained as a result of the public servant's official duties *or* by *using* for any financial or other private interest such confidential information, regardless of whether the public servant also disclosed the confidential information. *COIB v. Kuntz*, COIB Case 2008-227 (2009).

The Board and the New York City Administration for Children's Services ("ACS") concluded a three-way settlement with an ACS Child Protective Specialist who was suspended for 10 days by ACS, valued at approximately $1,420.08, for accessing confidential information about her close family friend. The Child Protective Specialist admitted that she improperly accessed confidential records concerning her close family friend on CONNECTIONS on three occasions. CONNECTIONS is a confidential database of child abuse and maltreatment investigations and is used by ACS and other child protective services throughout New York State. The Child Protective Specialist acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using confidential information obtained as a result of his or her official duties to advance any direct or indirect financial or other private interest of the public servant or any person or firm associated with the public servant. *COIB v. S. McNeil*, COIB Case No. 2009-224 (2009).

The Board and the New York City Human Resources Administration ("HRA") concluded a three-way settlement in which an HRA Clerical Associate was fined 10-days' pay by HRA, valued at $1,325, for accessing confidential information about her private tenant. The HRA Clerical Associate admitted that she improperly accessed confidential records concerning her private tenant on the Welfare Management System ("WMS") on forty-four occasions. WMS is a system maintained by the New York State Office of Temporary and Disability Assistance ("OTDA") containing information about all persons who have applied for or have been determined to be eligible for benefits under any program from which OTDA has supervisory responsibility. The Clerical Associate acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using confidential information obtained as a result of his or her official duties to advance any direct or indirect financial or other private interest of the public servant or any person or firm associated with the public servant. *COIB v. Spann*, COIB Case No. 2009-399 (2009).

The Board and the New York City Human Resources Administration ("HRA") concluded a three-way settlement in which an HRA Job Opportunity Specialist was fined twenty-one-days' pay by HRA, valued at $3,074, for accessing confidential information about her mother and using her HRA position in an attempt to expedite her mother's request for a reimbursement check from HRA. The Job Opportunity Specialist admitted that she improperly accessed her mother's confidential records on HRA's Welfare Management System database on over one hundred occasions in an effort to determine if her mother's request for a reimbursement check

from HRA had been approved and also used her HRA position in an attempt to expedite the approval of her mother's request. The Job Opportunity Specialist acknowledged that her conduct violated the City's conflicts of interest law, which (a) prohibits a public servant from disclosing or using confidential information obtained as a result of his or her official duties to advance any direct or indirect financial or other private interest of the public servant or any person or firm associated with the public servant; and (b) prohibits a public servant from using or attempting to use his or her position to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, which includes a public servant's parent. *COIB v. Candelario*, COIB Case No. 2008-387 (2009).

The Board fined the former Director of Cross Systems Child Planning at the New York City Administration for Children's Services ("ACS") $1,500 for using her ACS position to access confidential information in the CONNECTIONS database. CONNECTIONS is a confidential database of child abuse and maltreatment investigations and is used by ACS and other child protective services throughout New York State. The former Director acknowledged that she obtained confidential information in CONNECTIONS about her own foster child, including case management records and the child's permanency report, which information was not available to other foster parents in that form, and then used the information that she obtained for her own personal benefit as a foster parent. The former Director had been previously advised in writing by the Board, when she obtained permission from the Board to become a foster parent, that the City Charter prohibits public servants from using their official positions to gain any private advantage. The former Director acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a City employee from using her position to benefit herself and from using confidential information obtained as a result of her official duties to advance any direct or indirect financial or other private interest of herself or any person associated with her. *COIB v. Siegel*, COIB Case No. 2007-672 (2008).

The Board and the New York City Human Resources Administration ("HRA") concluded a three-way settlement in which an HRA Eligibility Specialist was fined $1,000 by the Board and suspended for 15 work days by HRA, valued at $1,952, for a total financial penalty of $2,952, for accessing and disclosing confidential information. The Eligibility Specialist acknowledged that in or about January 2006 through February 2007, she accessed the HRA Welfare Management System database to obtain confidential information concerning her cousin's public assistance record in order to ascertain if her cousin had money to pay her back the $14,000 she had previously loaned the cousin. The Eligibility Specialist also acknowledged that she disclosed to her husband, mother, and daughter the confidential information she obtained concerning her cousin's public assistance record. The Eligibility Specialist acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a City employee from disclosing or using confidential information obtained as a result of his or her official duties to advance any direct or indirect financial or other private interest of the City employee or any person associated with the City employee. *COIB v. Namyotova*, COIB Case No. 2007-825 (2008).

The Board and the New York City Human Resources Administration ("HRA") concluded a three-way settlement in which an HRA Job Opportunity Specialist was fined $500 by the

Board and suspended for 15 work days by HRA, valued at $2,205, for a total financial penalty of $2,705, for accessing and disclosing confidential information about his ex-wife. The Job Opportunity Specialist acknowledged that in June 2005, he accessed the Welfare Management System to obtain confidential information from his ex-wife's HRA records to use in child support proceedings with his ex-wife in Family Court, and then he disclosed that information at child support hearings in June and August 2005 in support of his request to the Court for a downward modification of the amount of child support he had been ordered to pay. The Job Opportunity Specialist acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a City employee from disclosing or using confidential information obtained as a result of his or her official duties to advance any direct or indirect financial or other private interest of the City employee or any person associated with the City employee. *COIB v. Osindero*, COIB Case No. 2005-665 (2008).

GIFTS

- **Relevant Charter Sections:** City Charter § 2604(b)(5)
- **Relevant Board Rules:** Board Rules § 1-01(a)[9]

In a joint disposition with the New York City School Construction Authority ("SCA"), an SCA Technical Inspector agreed to pay a $1,500 fine to the Board and to accept a six-month extension of his probationary period for asking an employee of an SCA contractor for sidewalk scaffolding material for a personal project he was working on at his home and for taking the material home. The Technical Inspector returned the material to the contractor after learning of SCA's investigation of his conduct. In determining the penalty, the Board took into account both that the Technical Inspector routinely cited and documented items to be rectified by the contractor when inspecting its work and the grave appearance of impropriety created by the Technical Inspector's conduct. The City's conflicts of interest law prohibits public servants from accepting gifts from firms doing business with the City and from using their City position for personal advantage. *COIB v. Flynn*, COIB Case No. 2016-473 (2016).

The Board fined the Speaker of the New York City Council $7,000 for accepting a valuable gift from a lobbyist. In fall 2013, the Councilmember accepted a lobbyist's offer to provide support and assistance to help her become Speaker of the City Council. To aid her efforts to become Speaker, the lobbyist and employees at his firm, The Advance Group, provided free consulting services, which included expending corporate resources, valued at $3,796.44. The Speaker is a leadership position within the Council, not an independent public office; the process by which the Council chooses a Speaker is not an "election" under the Election Law. The Speaker's acceptance of the lobbyist's free consulting services violated the Valuable Gift Rule, which prohibits public servants from accepting gifts valued at $50 or more from persons they know or should know engage or intend to engage in business dealings with the City. In addition to the $7,000 fine, the Speaker paid $3,796.44 to the lobbyist, the value of the prohibited gift. *COIB v. Mark-Viverito*, COIB Case No. 2013-903 (2016). *See also COIB v. Levenson*, COIB Case No. 2013-903a (2016).

A New York City firefighter paid a $4,000 fine for accepting 52 free tickets to Super Bowl XLVIII from the National Football League (NFL) and for helping his child get an internship with the NFL. The NFL held Super Bowl XLVIII at MetLife Stadium in New Jersey

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[9] City Charter § 2604(b)(5) states: "No public servant shall accept any valuable gift, as defined by rule of the board, from any person or firm which such public servant knows is or intends to become engaged in business dealings with the City, except that nothing contained herein shall prohibit a public servant from accepting a gift which is customary on family and social occasions."

Board Rules § 1-01(a) defines "valuable gift" to mean "any gift to a public servant which has a value of $50.00 or more, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form. Two or more gifts to a public servant shall be deemed to be a single gift for the purposes of this subdivision and Charter § 2604(b)(5) if they are given to the public servant within a twelve-month period under one or more of the following circumstances (1) they are given by the same person; and/or (2) they are given by persons who the public servant knows or should know are (i) relatives or domestic partners of one another; or (ii) are directors, trustees, or employees of the same firm or affiliated firm."

on February 2, 2014. In the week leading up to the game, the NFL hosted a public event for fans in New York City called "Super Bowl Boulevard." The event required street closures along Broadway between 34th and 47th Streets and for FDNY to set up a command tent to provide public safety. The firefighter was the NFL's contact person at his firehouse and received the tickets the night before the game because the NFL needed to distribute tickets last-minute. The Firefighter attended the game and distributed the other tickets. By accepting free tickets to the Super Bowl XLVIII from the NFL, the firefighter accepted a valuable gift from an organization that is engaged in business dealings with the City in violation of the Valuable Gift Rule. Separately, the Firefighter misused his position to help his child get a summer internship with the NFL by speaking to one of his NFL contacts about his child interning there. *COIB v. Curatolo*, COIB Case No. 2015-061d (2015).

An employee of the New York City Department of Design and Construction ("DDC") paid a $1,000 fine for (1) entering into a financial relationship with a superior DDC employee by borrowing a total of $800 from her DDC supervisor over the course of four months; (2) using her position as an Analyst in the DDC Agency Chief Contracting Office to obtain and to attempt to obtain free tickets from the Metropolitan Museum of Art and the New York City Center, both of which are DDC contractors that she dealt with in her DDC capacity; and (3) accepting a gift valued at more than $50 from a firm engaged in business dealing with the City by accepting three free tickets to the Museum. This matter was a joint resolution with DDC. *COIB v. Bourne*, COIB Case No. 2015-099 (2015).

A Principal for the New York City Department of Education agreed to pay a $1,000 fine for (1) accepting a free ticket to attend a college basketball event from a DOE vendor, the value of which exceeded the $50 limit on gifts public servants may accept from a City vendor; and (2) using his DOE procurement card, which is intended to be used only for DOE-related expenses, to purchase $134.49 in personal food items at the event. The Principal repaid the cost of the food to DOE when asked to do so by DOE. *COIB v. Perdomo*, COIB Case No. 2014-361 (2015).

The Board fined two former NYPD Captains for violating the Valuable Gift rule while working in the NYPD Office of Information Technology, Communications Division. The Captains—one a Commanding Officer, the other an Executive Officer— both admitted accepting $784.97 worth of meals and entertainment from Black Box Network Systems, which had a multi-million-dollar contract to update the NYPD telecommunications system. The Commanding Officer also misused his position by soliciting a charitable contribution to his designated charity from Black Box, which donated $500 to the cause. The Board fined the Executive Officer $5,000, and the Commanding Officer $7,500 for their respective violations. The City's conflicts of interest law prohibits accepting a gift valued at $50 or more from any person or firm engaged in business dealings with the City. *COIB v. Duval*, COIB Case No. 2014-908b (2015); *COIB v. Roy*, COIB Case No. 2014-908c (2015).

The Board concluded a settlement with a Borough Coordinator in the Mayor's Street Activity Permit Office who agreed to pay a $2,000 fine both for using her City position to solicit two complementary food tickets and for accepting the tickets, valued at $40 each, at a City-permitted neighborhood association event on which permitting she had worked in her City position, in violation of City Charter §§ 2604(b)(3) and 2604(b)(5). The Borough Coordinator

solicited and accepted the complementary tickets despite being warned by a neighborhood association volunteer at the event that, as a City employee, she could not accept the tickets, valued in excess of $50. *COIB v. Luong*, COIB Case No. 2013-714 (2014).

In a joint disposition with the Board and the New York City Fire Department ("FDNY"), a Lieutenant in the Haz-Mat Operations Unit at FDNY admitted that he had accepted gifts from Lion Apparel, Inc., the manufacturer of a specialized protective suit worn by FDNY firefighters, in the form of meals and drinks on 14 occasions between May 2010 and May 2013, the total value of which was $598. The Lieutenant acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from accepting a valuable gift – defined by Board Rules as anything that has a value of $50.00 or more, whether it be in the form of money, travel, entertainment, hospitality, object, or any other form – from a person or firm the City employee knows or should know is, or intends to be, engaged in business dealings with any City agency. The Board's Valuable Gift Rule prohibits the acceptance of two or more gifts if valued in the aggregate at $50.00 or more during any twelve-month period from the same person or firm. For these violations, the Lieutenant agreed to pay a $750 fine to the Board, a $750 fine to FDNY, and forfeiture 6 days of annual leave, valued at $1,897.80, for a total financial penalty of $3,397.80. *COIB v. Cassidy*, COIB Case No. 2013-222a (2014).

In a joint disposition with the Board and the New York City Fire Department ("FDNY"), a Deputy Chief who is the head of Haz-Mat Operations at FDNY agreed to pay a $7,000 fine ($5,500 to the Board and $1,500 to FDNY) for violating two separate provisions of the City's conflicts of interest law. First, the Deputy Chief admitted that he had accepted gifts from Lion Apparel, Inc., the manufacturer of a specialized protective suit worn by FDNY firefighters, in the form of meals and drinks on 17 occasions between June 2010 and April 2012, the total value of which was $875.67. The Deputy Chief acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from accepting a valuable gift – defined by Board Rules as anything that has a value of $50.00 or more, whether it be in the form of money, travel, entertainment, hospitality, object, or any other form – from a person or firm the City employee knows or should know is, or intends to be, engaged in business dealings with any City agency. The Board's Valuable Gift Rule prohibits the acceptance of two or more gifts if valued in the aggregate at $50.00 or more during any twelve-month period from the same person or firm. Second, the Deputy Chief admitted that he had solicited from Lion, a firm with which he regularly dealt as part of his official FDNY duties, a charitable donation for his sons' baseball team. Lion donated $500. The Deputy Chief acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using his City position to obtain a personal benefit for himself or someone "associated" with the public servant, which would include a child. *COIB v. Del Re*, COIB Case No. 2013-222 (2014).

The Board entered into a settlement with a former Assistant Principal who admitted that, while working for the New York City Department of Education ("DOE"), he had committed multiple violations of the City's conflicts of interest law. For the violations admitted by the former Assistant Principal in the public disposition, the Board imposed a $12,500 fine. However, after reviewing the former Assistant Principal's documented claim of financial hardship, the Board accepted a reduced fine of $2,500. In the public disposition of the charges, the former Assistant Principal first admitted that he accepted, for a personal trip, a two-night

hotel stay and two days of breakfast for two (for himself and his wife) from Glen Cove Mansion Hotel and Conference Center, a firm having business dealings with DOE. The former Assistant Principal had previously communicated with Glen Cove when planning a professional development meeting for his school's faculty. The former Assistant Principal acknowledged that he had violated the Valuable Gift Rule, which prohibits City employees from accepting a gift valued at $50 or more from a firm doing business or seeking to do business with any City agency. Second, the former Assistant Principal admitted that he directed four teachers who were his subordinates to complete, unbeknownst to them, examinations for the Assistant Principal's high-school-aged son in order to enable his son to qualify for a merit-based scholarship to college. Third, the former Assistant Principal admitted that he asked a subordinate teacher to tutor his son on three occasions, for which he did not compensate the teacher. Fourth, the former Assistant Principal admitted that he approached a subordinate teacher about a "real estate opportunity" in Florida and then drove that teacher to his brother's real estate office to discuss that opportunity. The former Assistant Principal acknowledged that he thereby violated the conflicts of interest law provision that prohibits City employees from using their City positions to benefit a person "associated" with the employee, which includes the employee's son and brother. *COIB v. Hinds*, COIB Case Nos. 2012-321 and 2012-827 (2014).

The Board concluded a settlement with the Director of Radiology at Metropolitan Hospital Center, part of the New York City Health and Hospitals Corporation ("HHC"). Among his official duties as Director of Radiology was the negotiation and oversight of a five-year contract with MRI Enterprises to provide and operate an MRI machine at Metropolitan. In October 2007, after a meeting to discuss MRI Enterprises' business dealings with Metropolitan and with another HHC hospital, the Director of Radiology approached the Chief Operating Officer ("COO") of MRI Enterprises and solicited and accepted a $1,500 loan. The Director of Radiology acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using his City position to obtain a personal benefit. The Director of Radiology also acknowledged that, on two occasions in January 2009, the COO of MRI Enterprises gave him two tickets to a New York Knicks game – the cost of each ticket exceeding $50 in value – which tickets the Director then gave to another Metropolitan employee. The Director of Radiology acknowledged that his conduct violated the City of New York's conflicts of interest law, which prohibits a public servant from accepting a valuable gift – defined by Board Rules as anything that has a value of $50.00 or more, whether it be in the form of money, travel, entertainment, hospitality, object, or any other form – from a person or firm the City employee knows or should know is, or intends to be, engaged in business dealings with any City agency. The Board's Valuable Gift Rule prohibits the acceptance of two or more gifts if valued in the aggregate at $50.00 or more during any twelve-month period from the same person or firm. For these violations, the Director of Radiology paid a $2,500 fine to the Board and repaid the COO $500, the outstanding balance on the loan. *COIB v. M. Taylor*, COIB Case No. 2012-828 (2013).

The former Executive Vice President for the Southern Brooklyn/Staten Island Network and Executive Director of Coney Island Hospital, part of the New York City Health and Hospitals Corporation ("HHC"), agreed to pay a $6,000 fine for violating the Board's Valuable Gift Rule. Among his official duties as Executive Director of Coney Island Hospital was the negotiation, implementation, and oversight of the hospital's contract with University Group

Medical Associates ("UGMA") to provide clinical staffing to the hospital. At two events in 2005, the former Executive Director accepted from UGMA (1) four or five bottles of wine; (2) a customized fountain pen; (3) a $500 gift card from Macy's; and (4) the $110.97 balance from two other gift cards. The former Executive Director acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from accepting a valuable gift – defined by Board Rules as anything that has a value of $50.00 or more, whether it be in the form of money, travel, entertainment, hospitality, object, or any other form – from a person or firm the City employee knows or should know is, or intends to be, engaged in business dealings with any City agency. *COIB v. Wolf*, COIB Case No. 2012-848 (2013).

The Board and the New York City Department of Information Technology and Telecommunications ("DoITT") concluded a joint settlement with the former Director of Office Services at DoITT who agreed to pay a $5,000 fine to the Board, serve a 30 work-day work suspension, valued at approximately $7,144.78, and irrevocably resign his position. First, the former Director of Office Services admitted that he asked the Chief Executive Officer of a DoITT vendor, of whose dealings with DoITT the former Director of Office Services was aware, for four New York Yankees tickets, for which the former Director paid a nominal amount. The former Director of Office Services also admitted that he asked for and received four free tickets to a National Hockey League game from a DoITT vendor whose work with DoITT he oversaw. The former Director of Office Services also admitted that he asked the same DoITT vendor to perform a personal move for him and to prepare an invoice describing the service as moving City property so that the vendor could bill DoITT for his personal move. As a consequence of this request, the vendor performed the move and did not bill him for it. The former Director of Office Services admitted that his conduct violated the City's conflicts of interest law, which prohibits a City employee from accepting any valuable gift from any firm that such public servant knows is, or intends to become, engaged in business dealings with the City. Second, the former Director of Office Services admitted that he, on a regular basis, ordered his subordinates to deliver City property, namely, jugs of drinking water, to a City vendor. The former Director of Office Services admitted that his conduct violated the City's conflicts of interest law, which prohibits a City employee from using City resources for a non-City purpose. Finally, the former Director of Office Services admitted that he, on several occasions, ordered his subordinates to either pick him up or drop him off at a car repair shop, after he had dropped off his personal vehicle for repairs. The former Director of Office Services admitted that his conduct violated the City's conflicts of interest law, which prohibits a City employee from using his position as a public servant to obtain a personal benefit. *COIB v. Sivilich*, COIB Case No. 2012-583 (2012).

A former Assistant Deputy Commissioner from the New York City Human Resources Administration ("HRA") paid a $3,000 fine to the Board for accepting valuable gifts from a City vendor, in violation of the City's "Valuable Gifts Rule." In a public disposition of the Board's charges, the now former Assistant Deputy Commissioner for Management Information Systems admitted that, while working for HRA, he accepted two luxury suite tickets to an August 2009 Yankees-Red Sox game at Yankee Stadium – valued at approximately $713 per person – from an IT services firm that was actively bidding on HRA contracts. *COIB v. S. Cohen*, COIB Case No. 2012-270b (2012).

The Board fined a former Principal Administrative Associate at the New York City Administration for Children's Services ("ACS") $3,000 for accepting a gift of five free tickets to the Broadway show "The Lion King" from a firm doing business with ACS. The former Principal Administrative Associate admitted that she was aware of the firm's business dealings with ACS through her work at ACS Head Start Facilities, where she was responsible for sending out bid packages, preparing contracts, and forwarding payment requests to the ACS Fiscal Unit. The former Principal Administrative Associate acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from accepting a valuable gift – defined by Board Rules as anything that has a value of $50.00 or more, whether it be in the form of money, travel, entertainment, hospitality, object, or any other form – from a firm doing business with the City. *COIB v. Concepcion*, COIB Case No. 2008-963a (2011).

The Board fined the Chief Medical Officer of MetroPlus, a subsidiary of the New York City Health and Hospital Corporation ("HHC"), $1,000 for accepting a gift of free airfare and hotel accommodations to a February 2008 conference held in Grenada from a foreign medical school located in Grenada. The foreign medical school has contracted since 1977 with multiple HHC facilities to provide placement for the school's students in HHC's clinical clerkship programs. The Chief Medical Officer acknowledged that he was aware of its business dealings with HHC at the time that he accepted the gift from the school. The Chief Medical Officer acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from accepting a valuable gift – defined by Board Rules as anything which has a value of $50.00 or more, whether it be in the form of money, travel, entertainment, hospitality, object, or any other form – from a firm doing business with the City. *COIB v. Dunn*, COIB Case No. 2008-648a (2010).

The Board fined an Administrative Project Manager for the New York City Department of Parks ("Parks") $600 for accepting the gifts of two meals, valued collectively in excess of $50.00, from Kiska Construction, a firm doing business with the New York City Economic Development Corporation ("EDC") and with Parks. Kiska had been awarded three major contracts by EDC related to construction at the High Line; at Parks, the Administrative Project Manager served as the Project Administrator for the High Line Project. The Administrative Project Manager acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from accepting a valuable gift – defined by Board Rules as anything which has a value of $50.00 or more, whether it be in the form of money, travel, entertainment, hospitality, or any other form – from a firm doing business with the City. *COIB v. Bradley*, COIB Case No. 2008-423b (2008).

The Board fined a Vice President for the New York City Economic Development Corporation ("EDC") $2,000 for accepting the gift of four meals at New York City restaurants, two valued individually and two valued collectively in excess of $50.00, from Kiska Construction, a firm doing business with EDC and the Department of Parks and Recreation. Kiska had been awarded three major contracts by EDC related to construction at a project for which the Vice President served as Lead Project Manager. The Vice President acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from accepting a valuable gift – defined by Board Rules as anything which has a value of $50.00 or more, whether it be in the form of money, service, loan, travel, entertainment, hospitality,

thing, or promise, or any other form – from a firm doing business with the City. *COIB v. Greco*, COIB Case No. 2008-423 (2008).

The Board fined the former Vice President of Capital Programs for the New York City Economic Development Corporation ("EDC") $11,500 for accepting gifts of (1) a portion of his son's honeymoon trip to Istanbul, Turkey – which included accommodations, transportation to and from the airport and around the city of Istanbul, group tours, and room service – valued at $4,000; and (2) two meals at New York City restaurants, valued collectively in excess of $50.00, from Kiska Construction, a firm doing business with EDC and the Department of Parks and Recreation. Kiska had been awarded three major contracts by EDC and Parks related to construction at the High Line; in his job duties at EDC, the former Vice President was responsible for twelve capital projects, one of which was the High Line Project. The former Vice President acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from accepting a valuable gift – defined by Board Rules as anything which has a value of $50.00 or more, whether it be in the form of money, travel, entertainment, hospitality, object, or any other form – from a firm doing business with the City. The Board fined the former Vice President $10,000 for accepting a portion of his son's honeymoon trip (which is the maximum fine permitted under the City Charter for a violation of the conflicts of interest law) and $1,500 for accepting the meals, for a total fine of $11,500. *COIB v. Mir*, COIB Case No. 2008-421 (2008).

The Board fined the District Manager of Community Board 17 in Brooklyn $2,000 for accepting valuable gifts of four mattress and box spring sets from a hotel owner who was doing business with the City. The District Manager acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from accepting a valuable gift (defined as having a value of $50 or more) from a firm doing business with the City. *COIB v. S. Fraser*, COIB Case No. 2006-423 (2007).

The Board fined a current member, and former Chair, of Community Board 17 in Brooklyn ("CB 17") $1,000 for accepting valuable gifts of two mattress and box spring sets from a hotel owner who was doing business with the City. The former CB 17 Chair acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from accepting a valuable gift (defined as having a value of $50 or more) from a firm doing business with the City. *COIB v. Russell*, COIB Case No. 2006-423a (2007).

The Board fined a former Assistant Commissioner for the New York City Fire Department ("FDNY") Office of Medical Affairs $6,500 for accepting valuable gifts from a firm doing business with FDNY, a firm whose work he evaluated in his capacity as the Assistant Commissioner in the FDNY Office of Medical Affairs. The former FDNY Assistant Commissioner acknowledged that, in late 2000 or early 2001, he introduced an automated coding and billing product to FDNY personnel produced by ScanHealth, an information technology company in the emergency medical service and home health care fields. FDNY eventually selected ScanHealth as a preferred vendor in 2003 and entered into a $4.3 million contract with ScanHealth in 2004. The former FDNY Assistant Commissioner served on the Evaluation Committee to monitor and evaluate the ScanHealth contract. The former FDNY Assistant Commissioner acknowledged that, while he served on the ScanHealth Evaluation Committee, he

accepted reimbursement of travel expenses from ScanHealth for trips to Hawaii (in the amount of $2,592.00), Minnesota (in the amount of $199.76) and Atlanta (in the amount of $1,129.00); three or four dinners (each in excess of $50.00); and tickets to the Broadway production of "Mamma Mia." The former FDNY Assistant Commissioner acknowledged that this conduct violated the City's conflicts of interest law, which prohibits: (a) using one's City position for personal gain; (b) accepting a valuable gift from a firm doing business with the City; and (c) accepting compensation for any official duty or accepting or receiving a gratuity from a firm whose interests may be affected by the City employee's actions. *COIB v. Clair*, COIB Case No. 2005-244 (2007).

The Board and the New York City Department of Education ("DOE") fined the DOE Deputy Executive Director of Recruitment $1,000 for accepting two US Open tickets and four Ringling Bros. & Barnum & Bailey Circus tickets, which had the total approximate value of between $144 and $270, from *The New York Times*. The DOE Deputy Executive Director acknowledged that this conduct violated the City's conflicts of interest law, which prohibits any public servant from accepting gifts valued in the aggregate at $50 or more from any firm doing business with the City within any twelve-month period. *COIB v. Ianniello*, COIB Case No. 2006-383 (2007).

The Board issued a public warning letter to a former Assistant Commissioner at the New York City Fire Department ("FDNY") who violated the valuable gifts rule of the City's conflicts of interest law when he accepted, from an FDNY vendor, gifts of two dinners for his wife and himself. *COIB v. Gregory*, COIB Case No. 2006-175 (2006).

The Board issued public warning letters to two New York City Department of Education ("DOE") employees who accepted valuable gifts from a DOE vendor. An Assistant Principal at a City high school and a secretary at that high school accepted $100 gift certificates during the 2003 Christmas holiday season from a firm that serviced the copy machines at their school. Subsequently, the Assistant Principal returned his gift certificate to the vendor. *COIB v. Plutchok*, COIB Case No. 2004-136 (2006); *COIB v. Messinger*, COIB Case No. 2004-136a (2006).

Two New York City Police Department ("NYPD") employees and one former NYPD employee accepted gifts of dinners and golf outings, and in one instance tickets to a New York Yankees game at Yankee stadium, from a vendor that was engaged in business dealings with the City and NYPD, in which business dealings the current and former NYPD employees were involved. The Board issued a public warning letter to the NYPD in part because the NYPD represented that the employees' actions resulted from a misunderstanding of the scope of their supervisor's directions that the employees develop a closer relationship with the vendor and because the NYPD agreed to undertake measures to train and educate its employees and vendors, with the Board's guidance and assistance, about the City's conflicts of interest law. *In re NYPD*, COIB Case No. 2004-553 (2006).

The Board fined two former New York City Department of Education ("DOE") employees $4,000 each for accepting valuable gifts from DOE vendors. The former Director of Procurement at the DOE Office of School Food and Nutrition Services ("OSFNS") and the

former Deputy Chief of OSFNS admitted that during their employment at DOE they accepted valuable gifts from DOE vendors. The former DOE employees each admitted accepting a laptop computer that cost over $2,400, as well as tickets, dinners, and gifts of meat from DOE vendors. *COIB v. Hoffman*, COIB Case No. 2004-082 (2005); *COIB v. V. Romano*, COIB Case No. 2004-082a (2005).

In 2000, the Board announced that it had rebuked former NYC Police Commissioner Howard Safir for accepting a free trip to the 1999 Academy Awards festivities in Los Angeles. A City vendor was the donor of the trip, valued at over $7,000. The Board defined for the first time the duties of high-level public servants to inquire about the business dealings of the donor. Because this was the first public announcement of this duty in the context of gifts, and the business dealings of the City vendor were small and difficult to discover, the Board declined to charge Safir with violating the Board's Valuable Gift Rule, which prohibits public servants from accepting gifts valued at $50 or more from persons they know or should know engage or intend to engage in business dealings with the City. Safir repaid the cost of the trip. *In re Howard Safir*, COIB Case No. 1999-115 (2000).

In a case against a former Battalion Chief for Technical Services with the New York City Fire Department, the Board imposed a $6,000 fine for the acceptance of valuable gifts of meals, theater tickets, and the free use of a ski condo from companies that had business dealings with the Fire Department and whose work the Chief had directly supervised. The fine amount took into consideration the Chief's resignation in the face of disciplinary charges at the Fire Department and his forfeiture of over $93,000 worth of annual leave. *COIB v. Morello*, COIB Case No. 1997-247 (1998).

The Board imposed a $5,000 fine on a former high-level City official who interviewed for a job with a City bidder and accepted meals worth more than $50 per year from the bidder while working on the City matter involving the bidder, without disclosing the receipt of those meals. *COIB v. Baer*, COIB Case No. 1993-283 (1995).

The Board fined a contract manager in the Parking Violations Bureau $500 for accepting meals from a City bidder worth more than $50 in the aggregate without disclosing the receipt of those meals. *COIB v. Bryson*, COIB Case No. 1993-282 (1994).

APPEARANCE BEFORE THE CITY
ON BEHALF OF PRIVATE INTEREST

- **Relevant Charter Sections:** City Charter §§ 2604(b)(2), 2604(b)(6)[10]

A now-former Housing Inspector paid a $6,000 fine for, while employed by the New York City Department of Housing Preservation and Development ("HPD"): (1) violating City Charter § 2604(b)(6) by appearing before the New York City Department of Buildings on behalf of his private architectural business on forty-seven occasions between 2013 and 2015; and (2) making improper appearances on behalf of a private client in violation of City Charter § 2604(b)(6) and misusing his City position for personal financial gain in violation of City Charter § 2604(b)(3) by contacting an HPD colleague to request the removal of HPD violations and a vacate order from the property of one of the Housing Inspector's private clients, inquiring about the status of that request, and requesting a further expedited inspection to remove the vacate order. *COIB v. MD Ali*, COIB Case No. 2015-797 (2016).

The Board issued a public warning letter to a Member of Manhattan Community Board No. 2 ("CB 2") who self-reported to the Board that she appeared in her private capacity as an architect on behalf of a paying client during a meeting of CB 2's Landmarks Committee. In the public warning letter, the Board informed the Member that her conduct violated the City's conflicts of interest law, which, among other things, prohibits community board members from representing, for compensation, private interests before their own community boards. In deciding to issue a public warning letter instead of imposing a fine, the Board took into consideration that the member self-reported her conduct to the Board and, prior to appearing before CB 2, received advice from CB 2's Chair that led her to believe she was permitted to make such appearances so long as she recused herself from voting on the matter (which she did). The Board took the opportunity to remind public servants of the rules regarding community board members' compensated appearances before community boards and that advice of superiors does not absolve public servants from liability under the conflicts of interest law. *COIB v. Brandt*, COIB Case No. 2015-551 (2016).

An Administrative Engineer for the New York City Department of Housing Preservation and Development ("HPD") agreed to pay a $4,000 fine, split evenly between HPD and the Board, for, in his capacity as a private engineering consultant, submitting a Visual Inspection Report to the New York City Department of Buildings ("DOB") challenging DOB's decision to demolish a building owned by the Administrative Engineer's private client. The Administrative Engineer had previously been warned by the Board not to communicate with any City agency on behalf of any private client. The City's conflicts of interest law prohibits public servants from

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[10] City Charter § 2604(b)(2) states: "No public servant shall engage in any business, transaction or private employment, or have any financial or other private interest, direct or indirect, which is in conflict with the proper discharge of his or her official duties."

City Charter § 2604(b)(6) states: "No public servant shall, for compensation, represent private interests before any city agency or appear directly or indirectly on behalf of private interests in matters involving the city. For a public servant who is not a regular employee, this prohibition shall apply only to the agency served by the public servant."

communicating with any City agency, for compensation, on behalf of a private interest in a matter involving the City. The matter was a joint settlement with HPD. *COIB v. Bukhgalter,* COIB Case No. 2014-891 (2015).

A New York City Fire Department Lieutenant was fined $1,000 for representing his outside employer—a private construction company—in a hearing before the City's Environmental Control Board regarding a construction safety violation issued by New York City Department of Buildings. The City's conflicts of interest law prohibits City employees from appearing on behalf of private interests before any City agency. *COIB v. Annette,* COIB Case No. 2014-241 (2015).

The Board and the New York City Department of Design and Construction ("DDC") concluded a settlement with a Deputy Budget Director in DDC's Interfund Agreement Unit who owns a firm that owns a 10-unit apartment building in Manhattan for which he received a construction loan through the New York City Department of Housing Preservation and Development ("HPD") and for which he receives payment for low-income housing units from HPD and the New York City Housing Authority ("NYCHA"), in violation of City Charter § 2604(a)(1)(b). In addition, the Deputy Budget Director used his City email account and his City telephone over a seven-year period to conduct private business related to his firm and communicated with and appeared in person before City agencies on behalf of his firm in violation of City Charter § 2604(b)(2), pursuant to Board Rules § 1-13(b), and City Charter § 2604(b)(6). The Deputy Budget Director agreed to pay a $2,170 fine to the Board, to be suspended for seven days (valued at approximately $2,170), and to forfeit seven days of annual leave (valued at approximately ($2,170). The Board issued an order permitting the Deputy Budget Director to retain his ownership interest in his firm and, with certain limitations, to continue to communicate with and receive payments from HPD and NYCHA for low-income housing in his building. *COIB v. F. Brown*, COIB Case No. 2013-305 (2014).

The Board issued a public warning letter to a former Mechanical Engineer for the New York City Housing Authority ("NYCHA") who (1) owned, operated, and requested permits from the City on behalf of a private engineering company and (2) used his City email account and City computer to perform private engineering work. In 2003, the Mechanical Engineer obtained a waiver from the Board allowing him to own, operate, and request non-ministerial Planned Work 2 ("PW2") permits from the New York City Department of Buildings ("DOB") on behalf of a private engineering company. The waiver was specific to that company, but the Mechanical Engineer nonetheless requested hundreds of PW2 permits from DOB on behalf of a second private engineering company he also owned and operated. The Mechanical Engineer also sent thirteen emails from his NYCHA email account containing documents related to his private businesses and stored nine documents related to his private businesses on his NYCHA computer. *COIB v. Chaudhuri*, COIB Case No. 2013-676 (2014).

The Board issued a public warning letter to a Chief Engineer for the New York City Department of Parks and Recreation who communicated with New York City Department of Buildings ("DOB") personnel on behalf of a private client regarding an appeal of a DOB Construction Code determination. The Chief Engineer was hired as an engineering consultant to help with the appeal and, in furtherance of that work, called the DOB Brooklyn Borough

Commissioner for his opinion on whether an appeal would be successful and then later called a DOB Zoning & Code Specialist to inquire about the reason for DOB's delay in issuing a decision on the appeal. The Board imposed no fine and the Chief Engineer agreed to publication of the Board's letter to provide guidance to other City workers that DOB Construction Code determinations and appeals thereof are not routine and require DOB to exercise substantial discretion and, therefore, invoke the prohibitions of City Charter § 2604(b)(6). In this case, the better course of action would have been to have a filing representative communicate with DOB regarding his client's appeal. *COIB v. Natoli*, COIB Case No. 2013-795 (2014).

The Board, joined by the New York City Department of Education ("DOE"), issued a public warning letter to an Associate Educational Officer who, while on an unpaid leave of absence from her previous DOE position as a teacher, worked for a private tutoring company that had business dealings with DOE and appeared before DOE on behalf of the tutoring company on multiple occasions. The former teacher's leave of absence occurred from 2001 to 2012, during the duration of which she worked for the tutoring company, first as an administrative assistant (since 1995) and then as Chief Operating Officer from 2008 to 2012. The tutoring company entered into its first contract with DOE in 2002. On behalf of the tutoring company, the former teacher contacted DOE via email and phone on multiple occasions and attended a meeting between DOE and the tutoring company in 2005 where the language of a DOE-tutoring company contract was discussed. In the public warning letter, the Board informed the Associate Educational Officer that, as it stated in Advisory Opinion No. 98-11, City employees are still subject to Chapter 68 during unpaid leaves of absence, and she therefore violated City Charter § 2604(a)(1)(a) by working for a private company doing business with her City agency and City Charter § 2604(b)(6) by appearing before her City agency on behalf of that private company. *COIB v. Mulgrew Daretany*, COIB Case No. 2013-308 (2013).

The Board and the New York City Comptroller's Office concluded a settlement with an Accountant in the Comptroller's Bureau of Accountancy who had an ownership interest in two taxi cab medallions – his wife's since December 1989 and his own since October 2006 – which interests involve business dealings with the New York City Taxi and Limousine Commission ("TLC"). The Accountant acknowledged that he communicated with TLC on behalf of his ownership interests in the two taxi cab medallions. This conduct violated the Comptroller's Office Rules and Procedures and the City's conflicts of interest law, which prohibits City employees from (a) having an ownership interest in a firm doing business with any City agency; and (b) communicating with any City agency on behalf of any private interest. During the pendency of this proceeding, with the approval of the Comptroller, the Board issued an order permitting the Accountant to retain his ownership interest in the two taxi cab medallions and a waiver to permit the Accountant to appear before TLC in connection with those medallions. For the violations that occurred before the issuance of the Board order and waiver, the Accountant agreed to pay a fine equal to five days' pay, valued at $942. *COIB v. Mohamed*, COIB Case No. 2013-158 (2013).

The Board issued a public warning letter to a New York City Environmental Control Board ("ECB") Administrative Law Judge, whose duties included hearing cases concerning disputed tickets issued by the New York City Department of Sanitation ("DSNY") for sanitation violations, for representing his landlord before ECB in disputes over two DSNY sanitation

violation fines. The Administrative Law Judge received compensation for this representation because he had an agreement with his landlord whereby his rent was lower than that for comparable apartments in the building and, in return, he assumed certain responsibilities vis-à-vis the apartment building, including dealing with and, if necessary, paying all fines resulting from sanitation violations. The Administrative Law Judge disputed the sanitation violations issued to his landlord by mail and also made at least one phone call to ECB in reference to the second violation. In the public warning letter, the Board informed the Administrative Law Judge that his conduct violated the City's conflicts of interest law, which, among other things, prohibits a public servant from representing, for compensation, private interests before any City agency and from appearing as an attorney against the interests of the City in any action or proceeding in which the City, or any public servant of the City, acting in the course of official duties, is a complainant. In deciding to issue a public warning letter instead of imposing a fine, the Board took into consideration that, prior to appearing before ECB, the Administrative Law Judge had a conversation with an ECB superior that may have led him to believe that he was permitted to make such appearances before ECB. The Board took the opportunity to remind public servants that the advice of superiors does not absolve public servants from liability under the conflicts of interest law. *COIB v. P. McAuliffe*, COIB Case No. 2012-532 (2013).

The Board fined a New York City Department of Education ("DOE") Children First Network Leader $7,500 for soliciting business for a private firm where he planned to take a position. The Children First Network Leader admitted that he met with principals whose schools were supported by his Children First Network, an internal DOE school support organization, and informed them that he would be taking a position at the Center for Educational Innovation - Public Education Association ("CEI-PEA"), a private school support organization. The Children First Network Leader admitted that he deliberately ignored the subtext of his remarks to those principals, with its purport that they elect CEI-PEA to be their school support organization. All of the principals notified DOE that they wished to transfer to the CEI-PEA support network, but later changed their election back to the Children First Network when DOE denied permission for some of the schools to transfer. The Children First Network Leader acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a City employee from attempting to obtain an advantage for a firm with which he or she is associated by virtue of a job offer and which additionally prohibits a City employee from representing private interests before a City agency for compensation. *COIB v. R. Cohen*, COIB Case No. 2012-322 (2013).

The Board imposed a $7,500 fine on a former Clerical Associate with the New York City Administration for Children's Services ("ACS") for her violations of the City's conflicts of interest law, and forgave that fine based on her showing of financial hardship. First, the former Clerical Associate admitted that she accessed the New York State Office of Children and Family Services' confidential database, CONNECTIONS, on multiple occasions over the course of four years to determine if complaints had been filed against various family members, including two of her sisters, her former sister-in-law, and herself. CONNECTIONS is a confidential database of child abuse and maltreatment investigations and is used by ACS and other child protective services throughout New York State. The former Clerical Associate also admitted that she accessed CONNECTIONS to view confidential information concerning a complaint involving the ex-wife of her then husband and disclosed that access to her then husband. Second, the former Clerical Associate admitted that she owned a group day care center that received money

from ACS and that she submitted documentation to ACS in order to receive those monies. The Clerical Associate acknowledged she violated provisions of the City's conflicts of interest law that (1) prohibit a City employee from disclosing or using confidential information obtained as a result of his or her official duties to advance any direct or indirect financial or other private interest of the City employee; (2) prohibit a City employee from having an interest in a firm that the employee knows, or should know, is engaged in business dealings with any City agency; and (3) prohibit a City employee from "appearing" before any City agency on behalf of a private interest. "Appearing" under the City's conflicts of interest law includes making telephone calls, sending e-mails, and attending meetings, all for compensation. *COIB v. E. Dockery*, COIB Case No. 2010-880 (2012).

The Board issued a public warning letter to a New York City Department of Education ("DOE") Guidance Counselor for appearing before DOE in connection with the application to obtain a universal pre-kindergarten contract from DOE submitted to DOE by a company in which she held an ownership interest. The Guidance Counselor admitted that she filled out a VENDEX questionnaire as part of the company's application for a DOE contract. The submission of the VENDEX questionnaire was a form of communication, was not merely ministerial, and thus constituted an "appearance" before DOE within the meaning of City Charter § 2604(b)(6). The appearance was "for compensation" because it was intended to benefit the Guidance Counselor's private company. The Guidance Counselor acknowledged that her conduct violated the City's conflicts of interest law, which prohibits public servants from representing private interests before any City agency or appear directly or indirectly on behalf of private interests in matters involving the City. *COIB v. Liu*, COIB Case No. 2012-234 (2012).

The Board issued a public warning letter to a former Supervisor of Nurses for the New York City Health and Hospitals Corporation ("HHC") who, from 2002 through 2006, acted as the paid Executive Director of a not-for-profit organization and, while acting in that capacity, signed and submitted multiple contracts and financial documents to the New York City Department for the Aging ("DFTA") on behalf of the organization. The Supervisor of Nurses resigned her position as Executive Director of the not-for-profit organization in 2006, but she continued to volunteer for the not-for-profit until her retirement from HHC in 2010; while serving as a volunteer, on behalf of the organization she signed DFTA contracts and acted as the contact person for DFTA audits. While not pursuing further enforcement action, the Board took the opportunity of this public warning letter to remind public servants that the City's conflicts of interest law prohibits: (1) public servants from representing any private interest, for compensation, before any City agency, and (2) City employees who volunteer for a not-for-profit organization from participating directly in that organization's business dealings with the City. *COIB v. Jamoona*, COIB Case No. 2011-649 (2012).

The Board and the New York City Administration for Children's Services ("ACS") entered into a three-way settlement with an ACS Clerical Associate who served as Chair of the Board of Directors and Executive Director of Administration for a not-for-profit organization. On behalf of the not-for-profit, the Clerical Associate submitted a bid for a contract with New York City Department of Youth and Community Development. The Clerical Associate acknowledged that, in so doing, she violated the City's conflicts of interest law, which prohibits public servants from appearing for compensation before any City agency. The Clerical

Associate also admitted that, at times she was required to be performing work for ACS, she used her ACS e-mail account to send or receive 46 messages relating to the not-for-profit. The Clerical Associate acknowledged that this unauthorized use of City resources violated the City's conflicts of interest law, which prohibits public servants from using City time or City resources for non-City purposes. For this misconduct, the Clerical Associate agreed to serve a ten-day suspension, valued at $1,412.60, and to forfeit 5 days of annual leave, valued at $706.30, for a total financial penalty of $2,118.90. *COIB v. Garvin*, COIB Case No. 2010-258 (2011).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement with a Supervising Public Health Advisor in the DOHMH Division of Health Care Access and Improvement's Bureau of Correctional Health Services who, in resolution of her misconduct, agreed to resign from, and not seek future employment with, DOHMH. Since February 2008, the Supervising Public Health Advisor has owned a group day care center (the "Center"). The Supervising Public Health Advisor admitted that the Center receives money and food from the New York City Administration for Children's Services ("ACS"), which funding constitutes "business dealings with the City" within the meaning of the City's conflicts of interest law. The Supervising Public Health Advisor acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from having an interest in a firm that the public servant knows, or should know, is engaged in business dealings with any City agency. The Supervising Public Health Advisor further admitted that she communicated with City agencies on behalf of the Center, specifically that she (1) attended inspections of the Center conducted by DOHMH employees; (2) submitted documentation to ACS to qualify the Center to accept ACS payment vouchers from parents for their children to attend the Center; (3) submitted documentation to ACS on behalf of each parent of a child at the Center who was using an ACS payment voucher; and (4) appeared in person at ACS to submit license renewal materials to facilitate the Center's continued acceptance of ACS payment vouchers. The Supervising Public Health Advisory acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from "appearing" before any City agency on behalf of a private interest. *COIB v. Vielle*, COIB Case No. 2011-003 (2011).

The Board issued a public warning letter to a former New York City Department of Education ("DOE") Parent Coordinator for having a position with a firm doing business with the DOE and for appearing before the DOE on behalf of the firm while employed at the DOE and during his first year of post-DOE employment. The former Parent Coordinator was employed by a firm as Program Director of an Afterschool Program at his school and, on behalf of the firm, he solicited other DOE schools to purchase the Program. The Afterschool Program was created to teach DOE students how to produce a magazine, for which the former Parent Coordinator obtained a trademark jointly with his DOE principal. The Parent Coordinator, his then DOE Principal, and the owner of the firm shared the trademark registration fee equally. During the course of the investigation into these allegations by the Special Commissioner of Investigation, the Parent Coordinator resigned from the DOE. Within one year of leaving City service, the former Parent Coordinator continued to communicate with the DOE by soliciting two schools and, the following school year, by acting as an instructor of the Afterschool Program at one. The Board informed the former Parent Coordinator that his conduct violated the City's conflicts of interest law, which, among other things, prohibits a public servant from: (a) having a position

with a firm engaged in business dealings with his or her City agency; (b) using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant; (c) having a financial relationship with one's City superior; (d) representing private interests before any City agency; and (e) appearing before his or her former agency within one year of terminating employment with that agency. In issuing the public warning letter, the Board took into consideration that the former Parent Coordinator's DOE superior knew and approved of his operating the Afterschool Program at his school; as a result of that approval, the former Parent Coordinator was unaware that his conduct violated the City's conflicts of interest law; the DOE cancelled the Afterschool Program at those DOE schools that had contracted with the firm; and the Board was satisfied that the former Parent Coordinator was unable to pay a fine. *COIB v. A. Johnson*, COIB Case No. 2010-289a (2011).

The Board and the New York City Department of Education ("DOE") concluded a three-way settlement with a former DOE Teacher who was fined $4,000 by the Board for owning a firm doing business with the DOE and appearing before the DOE on behalf of the firm while employed at the DOE and during his first year of post-City employment. The former Teacher admitted that he created a firm to market a software program he had developed, which firm engaged in business dealings with the DOE both by contracting with schools individually and by contracting with two DOE vendors, one of which vendors operated the school at which the former Teacher was employed. After resigning from the DOE, the former Teacher continued to communicate with those DOE schools that had purchased the software. The former Teacher admitted that his conduct violated the City's conflicts of interest law, which, among other things, prohibits a public servant from: (a) having an ownership interest in a firm engaged in business dealings with his or her City agency, including as a subcontractor where the firm has direct contact with, and responsibility to the City on, projects for which it was the subcontractor; (b) using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant; (c) representing private interests before any City agency; and (d) appearing before his or her former agency within one year of terminating employment with that agency. In setting the amount of the fine, the Board took into consideration that, upon learning of his possible conflict of interest, the former Teacher resigned from the DOE in an attempt to end his prohibited conduct and that, upon being informed of the possible post-employment conflict of interest, the former Teacher immediately contacted the DOE Ethics Officer and, at her request, took steps to end all his post-employment appearances before the DOE and reported his conduct to the Board. *COIB v. Olsen*, COIB Case No. 2011-189 (2011).

The Board fined a Technical Inspector for the New York City School Construction Authority ("SCA") $1,500 for obtaining work permits for his private clients from the New York City Department of Buildings. In a public disposition, the SCA Technical Inspector admitted to appearing before the Department of Buildings by filing fifteen PW2 Work Permit applications in connection with his private plumbing business. Five of the work permit applications were filed after the Technical Inspector was informed by the Board's counsel that applying for those exact types of work permits would violate the City's conflicts of interest law. The Technical Inspector acknowledged that he violated the City's conflicts of interest law, which prohibits public

servants from appearing on behalf of private interests in matters involving the City. *COIB v. Crispiano*, COIB Case No. 2010-014 (2010).

The Board fined the former Senior Deputy Director for Infrastructure Technology in the Information Technology Division at the New York City Housing Authority ("NYCHA") $20,000 for his multiple violations of the City's conflicts of interest law related to his work at his restaurant, 17 Murray. The former Senior Deputy Director acknowledged that, in October 2005, he sought an opinion from the Board as to whether, in light of his position at NYCHA, he could acquire a 50% ownership interest in the restaurant 17 Murray. The Board advised him, in writing, that he could own the restaurant, provided that, among other things, he not use any City time or resources related to the restaurant, he not use his City position to benefit the restaurant, and he not appear before any City agency on behalf of the restaurant. Despite these specific written instructions from the Board, the former Senior Deputy Director proceeded to engage in the prohibited conduct. The former Senior Deputy Director admitted that, among his violations, in July 2006, he e-mailed an Assistant Commissioner in the Mayor's Office of Community Assistance to seek assistance with "problems" he was having with the Department of Health at his restaurant. He further admitted that, in September 2009, when he was required to be working at NYCHA, he met with a Public Health Sanitarian from the New York City Department of Health and Mental Hygiene concerning a surprise inspection at the restaurant. The former Senior Deputy Director acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from appearing – which includes both in-person appearances and communications via phone, e-mail, or letter – for compensation on behalf a private interest before any City agency. The former Senior Deputy Director also acknowledged that he had resigned from NYCHA while disciplinary proceedings were pending against him for this misconduct. *COIB v. Fischetti*, COIB Case No. 2010-035 (2010).

The Board concluded a settlement with a former New York City Department of Education ("DOE") Occupational Therapist who admitted that she owned a firm that provided therapy to DOE students and that she appeared before DOE on behalf of her firm each time she requested payment from DOE for those services. The former Occupational Therapist further admitted that she had an ownership interest within the meaning of Chapter 68 in her husband's firm, which firm also provided physical and occupational therapy to pre-school aged children for which services it was paid by DOE. The former Occupational Therapist acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from having an interest in a firm that the public servant knows is engaged in business dealings with the agency served by the public servant and prohibits a public servant from, for compensation, representing a private interest before any City agency or appearing directly or indirectly on behalf of a private interest in matters involving the City. DOE had previously terminated the Occupational Therapist for this conduct. The Board took the DOE penalty into consideration in deciding not to impose a fine. *COIB v. Bollera*, COIB Case No. 2010-446 (2010).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement with an Associate Staff Analyst in which the Associate Staff Analyst agreed to be suspended for 22 work days, valued at $6,005.34; forfeit 136 hours of annual leave, valued at $5,303.48; resign from DOHMH; and never seek City employment in the future for her multiple violations of the City's conflicts of interest law.

Among her violations, the Associate Staff Analyst acknowledged that she communicated with DOHMH on behalf of a not-for-profit organization prior to and during her tenure as its Executive Director and represented the not-for-profit before City agencies, including DOHMH. Specifically, on behalf of the not-for-profit organization she repeatedly contacted and submitted documents to DOHMH, the City Council, the Department of Youth and Community Development, and DOHMH affiliate, Medical Health Research Association. The Associate Staff Analyst admitted that in doing so she violated the City's conflicts of interest law, which prohibits a public servant from receiving compensation for representing private interests before any City agency or appearing on behalf of private interests in matters involving the City. *COIB v. M. John*, COIB Case No. 2008-756 (2010).

The Board issued public warning letters to two Firefighters for the New York City Fire Department for owning a private firm that engaged in business dealings with the New York City School Construction Authority ("SCA") by working as a subcontractor of an SCA project *and* for appearing before SCA in furtherance of their firm's work on the current SCA project and similar future projects. The Firefighters did not seek an order from the Board allowing them to hold their prohibited interests in the firm until after the firm began work on the SCA project. While not pursuing further enforcement action, the Board took the opportunity of these public warning letters to remind public servants that Chapter 68 prohibits public servants from holding ownership interests in firms engaged in business dealings with the City. Furthermore, where application of the factors identified in Advisory Opinion No. 99-2 so indicates, a firm may be engaged in business dealings with the City within the meaning of Chapter 68 as a subcontractor even if the firm has neither sought nor secured a prime contract from the City. Nonetheless, under certain circumstances, the Board may determine that an otherwise prohibited interest would not conflict with the proper discharge of a public servant's official duties and allow the public servant to retain the interest. *COIB v. Clingo*, COIB Case No. 2008-821 (2010); *COIB v. McGinty*, COIB Case No. 2008-821a (2010).

The Board fined a former Member of the Board of Directors of the New York City Health and Hospital Corporation ("HHC") $13,500 for his multiple violations of the City's conflicts of interest law. The former Board Member acknowledged that, during the time that he served on the HHC Board of Directors, he also held a series of paid positions with a foreign medical school (the "School") which had contracted, since 1977, with multiple HHC facilities to provide placements for the School's students in clinical clerkship programs at HHC hospitals and then, in 2007, entered into a comprehensive, agency-wide contract for the placement of the School's students. In light of his positions at the School and on the Board, the former Board Member was aware of the School's business dealings with HHC. The former Board Member admitted that by simultaneously having a position with both HHC and the School he violated the City's conflicts of interest law, which prohibits a public servant from having a position with a firm that the public servant knows or should know is engaged in business dealings with the public servant's agency. The former Board Member further acknowledged that, in having these dual roles at the School and on the HHC Board of Directors, he created at least the appearance that the actions he took as a Board Member were done in part to benefit the School, in violation of the City's conflicts of interest law, which prohibits a public servant from having any private business, interest, or employment which is in conflict with the proper discharge of the public servant's official duties. The former Board Member further acknowledged that, while he was a Board Member, he contacted HHC personnel at different HHC facilities on behalf of the School

about increasing the number of placements available at those facilities for the School's students. The former Board Member admitted that in so doing he violated the City's conflicts of interest law, which prohibits a public servant from appearing for compensation before any City agency on behalf of a private interest. *COIB v. Ricciardi*, COIB Case No. 2008-648 (2010).

The Board fined a New York City Department of Education ("DOE") teacher $1,000 for owning and operating a firm that contracted with DOE and for appearing before DOE on behalf of that firm. The teacher acknowledged that from September 1997 through September 2007, she owned and operated a nursery school that contracted with DOE to provide Universal Pre-Kindergarten services and that she appeared before DOE on behalf of the nursery school by responding to DOE's Request for Proposals, submitting invoices for payment under the contract, and filling out VENDEX questionnaires. The teacher acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from owning a firm that is engaged in business dealings with the City and also from representing that firm before any City agency. In setting the amount of the fine, the Board took into consideration that the teacher disclosed her employment with DOE when she first entered into the Universal Pre-Kindergarten contract with DOE; that upon learning that her conduct was prohibited, the teacher immediately reported the conflict to the DOE Ethics Officer; and that DOE resolved the conflict by terminating its contract with the teacher's firm. *COIB v. Fox*, COIB Case No. 2007-588 (2009).

The Board fined a former Community Coordinator at the New York City Administration for Children's Services ("ACS") $2,000 for using City resources and City time to perform work related to his private counseling practice and for appearing before another City agency on behalf of that practice. The former Community Coordinator admitted that, at times he was supposed to be performing work for ACS, he used his City computer and ACS e-mail account to conduct activities related to his private mental health counseling practice. The former Community Coordinator also admitted that he had submitted documentation to the New York City Department of Education ("DOE") in order to be included on a list of providers to be selected by DOE parents to provide services to their children, which services would have been paid for by DOE. The former Director acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time or City resources for any non-City purpose and prohibits a public servant from appearing for compensation before any City agency. In determining the amount of the fine, the Board took into account that the former Community Coordinator had resigned from ACS while related disciplinary charges were pending. *COIB v. Belenky*, COIB Case No. 2009-279 (2009).

The Board fined a Senior Electrical Estimator for the New York City Department of Sanitation ("DSNY") $1,000 for twice submitting bids for contracts with the New York City Department of Parks and Recreation on behalf of his private electrical company. The DSNY Senior Electrical Estimator acknowledged that his conduct violated the City of New York's conflicts of interest law, which prohibits a public servant from appearing for compensation before any City agency. *COIB v. Qureshi*, COIB Case No. 2008-760 (2009).

The Board and the New York City Department of Education ("DOE") concluded a three-way settlement in which a former DOE Special Education Teacher was fined $3,000 by the Board and required by DOE to irrevocably resign by August 29, 2008, for co-owning a firm

engaged in business dealings with DOE and for appearing before DOE on behalf of that firm. The Special Education Teacher acknowledged that from 2001 through 2006, he co-owned A-Plus Center for Learning, Inc., a special education support services provider that was engaged in business dealings for five years with DOE. The Special Education Teacher further acknowledged that he appeared before DOE on behalf of his firm each time his firm requested payment from DOE for the tutoring services provided by his firm to DOE students. The Special Education Teacher admitted that his conduct violated the City's conflicts of interest law, which prohibits a public servant from having an interest in a firm which the public servant knows is engaged in business dealings with the agency served by the public servant and prohibits a public servant from, for compensation, representing a private interest before any City agency or appearing directly or indirectly on behalf of private interests in matters involving the City. *COIB v. Bourbeau*, COIB Case No. 2007-442 (2008).

The Board fined two New York City Department of Education ("DOE") teachers $1,250 each for co-owning a school supplies retail store that did business with DOE and the New York City Department of Parks and Recreation. The Teachers acknowledged that their conduct violated the City's conflict of interest law, which prohibits a public servant from having an interest in a firm which the public servant knows does business with any City agency, and with his or her own agency in particular, and also prohibits a public servant from appearing for compensation before any City agency. *COIB v. Solo*, COIB Case No. 2008-396 (2008); *COIB v. Militano*, COIB Case No. 2008-396a (2008).

The Board fined the former Director of the Call Center for the New York City Department of Health and Mental Hygiene ("DOHMH") $7,500 for, among other things, being directly involved in the City business dealings of a not-for-profit organization for which she served as a member and Vice-Chair of the Board of Directors. The former Director acknowledged that, in addition to her DOHMH position, she also served, since 1998, as an unpaid Member and Vice-Chair of the Board of Directors of the not-for-profit organization and in that capacity had often functioned as the organization's *de facto* (although unpaid) Executive Director. The former Director further acknowledged that on behalf of the organization she signed three amendments to extend the terms of the organization's contract with DOHMH's agent and completed a VENDEX Questionnaire as part of an application of the organization to obtain additional contracts from DOHMH. The former Director acknowledged that this conduct violated the conflicts of interest law's prohibition against appearing on behalf of private entities in matters involving the City. *COIB v. Harmon*, COIB Case No. 2008-025 (2008).

The Board fined a former New York City Health and Hospitals Corporation ("HHC") Tumor Registrar $7,100 for using her City position to benefit a private company (the "Company") in which she maintained a managerial interest after she had sold her ownership interest in the Company and for indirectly appearing before HHC on behalf of the Company. The former Tumor Registrar admitted that she requested and received proposals from the Company to do work on behalf of the Tumor Registry, signed the contract between HHC and the Company, and signed Certificates of Necessity certifying that HHC funds were necessary to pay the Company for its services to HHC. The former Tumor Registrar acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract,

license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, which includes firms in which the public servant has a managerial interest, and prohibits a public servant from appearing, even indirectly, on behalf of such private interest before any City agency. *COIB v. Anderson*, COIB Case No. 2002-325 (2008).

The Board issued a public warning letter to a former New York City Department of Education ("DOE") Attorney for the DOE Office of Legal Services ("OLS") who, while she was on an unpaid leave of absence, was paid to represent a DOE student and the student's parents with respect to the student's suspension from DOE. On behalf of the client, the DOE Attorney called OLS to attempt to discuss the suspension prior to a hearing and appeared as the defense attorney of record at a Suspension Hearing before DOE. The Board issued the public warning letter after receiving evidence that the DOE Attorney had been on an unpaid leave of absence for nearly two years with no guarantee of returning to her position at the end of such leave, when she engaged in the above-described outside practice of law. While not pursuing further enforcement action, the Board took the opportunity of this public warning letter to remind public servants that the City's conflicts of interest law prohibits public servants from representing, for compensation, any private client in a matter before a City agency, and that even while on an unpaid leave of absence, public servants are still obligated to comply with the City's conflicts of interest law. *COIB v. Ferguson*, COIB Case No. 2007-305 (2008).

The Board issued a public warning letter to a Guidance Counselor at the New York City Department of Education ("DOE") for making uncompensated appearances on behalf of the parents of a child at impartial hearings to determine whether the child was entitled to special education services from DOE. While not pursuing further enforcement action, the Board took the opportunity of this public warning letter to remind public servants that Chapter 68 of the City Charter prohibits a public servant from representing private interests before any City agency or appearing directly or indirectly on behalf of private interests in matters involving the City, whether or not they are compensated for this work. *COIB v. Zimmerman*, COIB Case No. 2006-471 (2008).

The Board fined a Probation Officer for the New York City Department of Probation ("DOP") $750 for owning and operating a firm that subcontracted to do business with the City. The Probation Officer admitted that he owned and operated a private security services firm that contracted with four private construction firms to provide subcontracted security guard services at New York City School Construction Authority ("SCA") construction sites. The Probation Officer acknowledged that his firm was engaged in business dealings with the City through the subcontracts with SCA, in violation of the City's conflicts of interest law, which prohibits a public servant from having an interest in a firm that the public servant knows or should know is engaged in business dealings with the City and also prohibits a public servant from appearing for compensation before any City agency. *COIB v. Saigbovo*, COIB Case No. 2007-058 (2008).

The Board and the Department of Probation ("DOP") concluded a three-way settlement with a DOP Probation Officer who owned and operated a firm that he personally caused to engage in business dealings with the City. The DOP Probation Officer admitted that he owned and operated a private security services firm and that he entered that firm into a contract with the

New York City Health and Hospitals Corporation ("HHC") and communicated with HHC regarding that contract. He further admitted that his firm contracted with private construction firms to provide subcontracted security guard services at various City agency construction sites. The Probation Officer acknowledged that his firm was engaged in business dealings with the City through both the HHC contract and through the subcontracts with City agencies, in violation of the City's conflicts of interest law, which prohibits a public servant from having an interest in a firm that the public servant knows is engaged in business dealings with the City and also prohibits a public servant from appearing for compensation before any City agency. The DOP Probation Officer paid a $5,000 fine to the Board. *COIB v. Osagie*, COIB Case No. 2006-233 (2007).

The Board issued a public warning letter to a former teacher at the New York City Department of Education ("DOE") for making uncompensated appearances on behalf of the parents of three different children at impartial hearings to determine whether the children were entitled to special education services. While not pursuing further enforcement action, the Board took the opportunity of this public warning letter to remind public servants that Chapter 68 of the City Charter prohibits a public servant from representing private interests before any City agency or appearing directly or indirectly on behalf of private interests in matters involving the City, whether or not they are compensated for this work. The Board advised the former DOE teacher that it would not have violated Chapter 68 if she had appeared at the impartial hearings as an unpaid fact witness, rather than as advocate on behalf of the children's parents. *COIB v. P. Burgos*, COIB Case No. 2006-380 (2007).

The Board and the New York City Department of Education ("DOE") concluded a three-way settlement with a DOE teacher who worked for and held a position on the Board of Directors of a private organization that contracted with the DOE. The DOE teacher did not follow the Board's written advice that, without a written waiver from the Board and corresponding written approval from the DOE Chancellor, it would violate the Chapter 68 for him to have a position with and to be compensated by an organization that sought contracts with the DOE. The DOE teacher subsequently helped the organization obtain contracts with the DOE. DOE and the organization paid the DOE teacher for work related to a contract between his organization and his school. The DOE teacher acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from having a position with an organization that the public servant knows does business with his agency and also prohibits a public servant from being compensated to represent a private organization before a City agency. The DOE teacher will pay $4,820.92 to the DOE in restitution and a $500 fine to the Board, for a total financial penalty of $5,320.92. *COIB v. Carlson*, COIB Case No. 2006-706 (2007).

The Board fined a former New York City Department of Education ("DOE") teacher $750 for having an interest in a firm that did business with DOE. The former teacher admitted that when he was still employed by DOE, he entered into a contract with DOE on behalf of a private company, of which he was President, to become a Supplemental Educational Services ("SES") provider for DOE, and then submitted forms to DOE in accordance with the terms of that contract. The former teacher acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from having an interest in a firm which the public servant knows does business with his agency and from appearing for compensation before any City agency. *COIB v. Marchuk*, COIB Case No. 2005-031 (2007).

The Board issued a public warning letter to an Assistant Principal for the Department of Education ("DOE") for submitting a proposal for universal pre-kindergarten services to the DOE in response to a DOE Request for Proposals in her capacity as pastor for a private ministry, and listing her DOE e-mail address as part of her contact information. While not pursuing further enforcement action, the Board took the opportunity to remind public servants that Chapter 68 of the City Charter prohibits a public servant from submitting a contract proposal on behalf of a private interest, including a ministry, to any City agency, and also prohibits a public servant from using his or her City e-mail address on behalf of any private interest. *COIB v. Layne*, COIB Case No. 2006-065 (2007).

In a settlement with the Board and the New York City Fire Department ("FDNY"), an FDNY lieutenant was fined for moonlighting as a fire sprinkler inspector in the City and indirectly appearing before the FDNY as part of his non-City job. The firefighter's non-City job required him to prepare inspection reports that he knew would be reviewed by FDNY personnel. Public servants are prohibited from representing, for pay, private interests before the City and from appearing, even indirectly, in matters involving the City. The firefighter, who also admitted to violating various FDNY rules and regulations, agreed to forfeit 50 days' pay, valued at approximately $11,267, and 10 days of annual leave. He was also placed on probation for three years. *COIB v. Valsamedis*, COIB Case No. 2005-238 (2006).

The Board and the New York City Department of Education ("DOE") concluded a three-way settlement in a case involving an Assistant Architect at the DOE Division of School Facilities who had a private firm he knew had business dealings with the City and who conducted business on behalf of private interests, for compensation, before the New York City Department of Buildings ("DOB") on City time, without the required approvals from DOE and the Board. The Board took the occasion of this settlement to remind City-employed architects who wish to have private work as expediters that they must do so only on their own time and that they are limited to appearances before DOB that are ministerial only – that is, business that is carried out in a prescribed manner and that does not involve the exercise of substantial personal discretion by DOB officials. The assistant architect admitted that he pursued his private expediting business at times when he was required to provide services to the City and while he was on paid sick leave. The Board fined him $1,000, and DOE suspended him for 30 days without pay and fined him an additional $2,500 based on the disciplinary charges attached to the settlement. *COIB v. Arriaga*, COIB Case No. 2002-304 (2003).

The Board fined a plumbing inspector with the New York City Housing Authority $800 for filing seventeen "Plumber's Affidavits" with the Department of Buildings in connection with his private plumbing business. City employees who are also licensed plumbers and operate private part-time plumbing businesses are not permitted to file Plumber's Affidavits under the City Charter as interpreted in a Board opinion. In this matter, the plumbing inspector had agreed in writing at the time he began working for the City that he would not file Plumber's Affidavits. Such filings are not permitted because they involve applications to do major repairs or installations and are deemed to be "representing private interests before a City agency," the Department of Buildings. Applications to perform minor repair work, the so-called Plumbing Alteration and Repair Slips, are permitted to be filed with the Department of Buildings by City employees. *COIB v. Loughran*, COIB Case No. 2000-407 (2002).

The Board issued a public warning letter to a licensed plumber who works for the City and who also moonlights, in which the Board reminded public servants who are licensed plumbers that they may file with the Department of Buildings Plumbing Alteration and Repair Slips, which involve minor plumbing jobs, but not Plumber's Affidavits, involving major repairs in connection with building permits, unless they first obtain waivers from the Conflicts of Interest Board. *COIB v. Abramo,* COIB Case No. 2000-638 (2001).

A Board of Education ("BOE") employee admitted that she appeared, for compensation, as an attorney on behalf of her private client, in a matter involving the City. In appearing on behalf of her client in a litigation in which the New York City Administration for Children's Services was a party, she appeared against the interests of the City. The BOE employee made five appearances before Family Court and Criminal Court on her client's behalf. The City's Charter and the Board's Rules prohibit public servants from appearing on behalf of private interests in matters involving the City and appearing against the interests of the City in any litigation to which the City is a party. The BOE employee was fined $700. *COIB v. Hill-Grier,* COIB Case No. 2000-581 (2001).

APPEARANCE AS AN ATTORNEY
IN LITIGATION AGAINST THE CITY

- **Relevant Charter Sections:** City Charter § 2604(b)(7)[11]

The Board issued a public warning letter to a New York City Environmental Control Board ("ECB") Administrative Law Judge, whose duties included hearing cases concerning disputed tickets issued by the New York City Department of Sanitation ("DSNY") for sanitation violations, for representing his landlord before ECB in disputes over two DSNY sanitation violation fines. The Administrative Law Judge received compensation for this representation because he had an agreement with his landlord whereby his rent was lower than that for comparable apartments in the building and, in return, he assumed certain responsibilities vis-à-vis the apartment building, including dealing with and, if necessary, paying all fines resulting from sanitation violations. The Administrative Law Judge disputed the sanitation violations issued to his landlord by mail and also made at least one phone call to ECB in reference to the second violation. In the public warning letter, the Board informed the Administrative Law Judge that his conduct violated the City's conflicts of interest law, which, among other things, prohibits a public servant from representing, for compensation, private interests before any City agency and from appearing as an attorney against the interests of the City in any action or proceeding in which the City, or any public servant of the City, acting in the course of official duties, is a complainant. In deciding to issue a public warning letter instead of imposing a fine, the Board took into consideration that, prior to appearing before ECB, the Administrative Law Judge had a conversation with an ECB superior that may have led him to believe that he was permitted to make such appearances before ECB. The Board took the opportunity to remind public servants that the advice of superiors does not absolve public servants from liability under the conflicts of interest law. *COIB v. P. McAuliffe*, COIB Case No. 2012-532 (2013).

In a settlement with the Board and the New York City Department of Education ("DOE"), a DOE teacher was fined $1,000 for appearing at a suspension hearing on behalf of two DOE students and against the interests of DOE. The DOE teacher acknowledged that this conduct violated the City's conflicts of interest law, which prohibits any public servant from appearing as attorney or counsel against the interests of the City in any proceeding in which the City is the complainant. *COIB v. F. Davis*, COIB Case No. 2005-178 (2007).

A Board of Education ("BOE") employee admitted that she appeared, for compensation, as an attorney on behalf of her private client, in a matter involving the City. In appearing on

[11] City Charter § 2604(b)(7) states: "No public servant shall appear as attorney or counsel against the interests of the city in any litigation to which the city is a party, or in any action or proceeding in which the city, or any public servant of the city, acting in the course of official duties, is a complainant, provided that this paragraph shall not apply to a public servant employed by an elected official who appears as attorney or counsel for the elected official in any litigation, action or proceeding in which the elected official has standing and authority to participate by virtue of his or her capacity as an elected official, including any part of a litigation, action or proceeding prior to or at which standing or authority to participate is determined. This paragraph shall not in any way be construed to expand or limit the standing or authority of any elected official to participate in any litigation, action or proceeding, nor shall it in any way affect the powers and duties of the corporation counsel. For a public servant who is not a regular employee, this prohibition shall apply only to the agency served by the public servant."

behalf of her client in a litigation in which the New York City Administration for Children's Services was a party, she appeared against the interests of the City. The BOE employee made five appearances before Family Court and Criminal Court on her client's behalf. The City's Charter and the Board's Rules prohibit public servants from appearing on behalf of private interests in matters involving the City and appearing against the interests of the City in any litigation to which the City is a party. The BOE employee was fined $700. *COIB v. Hill-Grier*, COIB Case No. 2000-581 (2001).

SOLICITING POLITICAL ACTIVITIES

- **Relevant Charter Sections:** City Charter § 2604(b)(9)[12]

The Board fined a City Council Member $2,000 for using City resources and personnel in connection with his 2003 City Council reelection campaign. The Council Member acknowledged that on at least one occasion, he asked a member of his District Office staff to volunteer for his 2003 City Council reelection campaign. The Council Member further acknowledged that City supplies and equipment, including a District Office computer, printer and paper, were used in his District Office for work on his 2003 City Council re-election campaign, and that he should have been aware of this use of City resources for the non-City purpose of his reelection campaign. The Council Member acknowledged that his conduct violated the conflicts of interest law, which prohibits public servants from using City letterhead, personnel, equipment, resources, or supplies for non-City purposes, and from requesting any subordinate to participate in a political campaign. The Board took the occasion of this Disposition to remind public servants that they are prohibited from using City resources, of any kind and of any amount, on campaigns for public office, and that coercing participation of any public servant in a campaign, or even just requesting the assistance of a subordinate, for any amount of time and in any fashion, on campaign-related matters violates the City's conflicts of interest law. *COIB v. Gennaro*, COIB Case No. 2003-785 (2007).

The Board fined a former Chief of Staff to a City Council Member $1000 for using City resources and personnel in connection with that Council Member's reelection campaign. The former Chief of Staff acknowledged that he asked members of the Council Member's District Office staff to volunteer for the Council Member's reelection campaign. The former Chief of Staff further acknowledged that he used City supplies and equipment, including his District Office computer, printer and paper, to work on the reelection campaign. The former Chief of Staff acknowledged that his conduct violated the conflicts of interest law, which provides that public servants are prohibited from using City letterhead, personnel, equipment, resources, or supplies for non-City purposes, and are prohibited from requesting any subordinate to participate in a political campaign. *COIB v. Speiller*, COIB Case No. 2003-785a (2007).

The Board and the New York City Department of Education ("DOE") fined a DOE Principal $5,000, with $2,500 payable to the Board and $2,500 payable to DOE, who sent a letter to the parents of the students at his school thanking a Council Member and a State Senator for their support of the school, and asking the parents to endorse and support these candidates in the future. The Principal acknowledged that he asked his DOE secretary to prepare this letter on

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[12] City Charter § 2604(b)(9) states: "No public servant shall (a) coerce or attempt to coerce, by intimidation, threats or otherwise, any public servant to engage in political activities, or (b) request any subordinate public servant to participate in a political campaign. For purposes of this subparagraph, participation in a political campaign shall include managing or aiding in the management of a campaign, soliciting votes or canvassing votes for a particular candidate or performing any similar acts which are unrelated to the public servant's duties or responsibilities. Nothing contained herein shall prohibit a public servant from requesting a subordinate public servant to speak on behalf of a candidate, or provide information or perform other similar acts, if such acts are related to matters within the public servant's duties or responsibilities."

DOE time, using DOE letterhead, and then directed that this letter be distributed to teachers to provide to students to bring home to their parents. The Principal admitted that this conduct violated the City's conflicts of interest law, which prohibits any public servant from asking a subordinate to participate in a political campaign, and prohibits the use of City resources, such as City personnel and letterhead, for any non-City purpose. *COIB v. Cooper*, COIB Case No. 2006-684 (2007).

The Board fined a former Vice President of Information Technology for the New York City School Construction Authority ("SCA") $1,500 who used City resources and personnel in connection with his political campaign. The former Vice President acknowledged that in 2005 he ran for election to a position as a member to the Town Board of Smithtown, New York, and that in connection with his campaign he used an SCA photocopier and SCA printer to photocopy and print campaign materials and that he requested a subordinate to review and correct an electronic file containing his signature for use on a campaign mailing. Prior to his campaign, in response to his request for advice, the former Vice President had been advised by the Board that such conduct was prohibited by the City Charter. The former Vice President acknowledged that his conduct violated the conflicts of interest law, which provides that public servants are prohibited from using City letterhead, personnel, equipment, resources, or supplies for non-City purposes, and are prohibited from requesting any subordinate to participate in a political campaign. The Board took the opportunity to remind public servants that they are absolutely prohibited from the use of City resources, of any kind and of any amount, on campaigns for public office, and that the assistance of a subordinate, for any amount of time and in any fashion, on campaign related matters violate the City Charter. *COIB v. Cantwell*, COIB Case No. 2005-690 (2007).

The Board and the New York City Department of Sanitation ("DSNY") concluded a three-way settlement with a former DSNY Assistant Commissioner for running a private travel agency and for working on the 2001 Hevesi for Mayor campaign, both on City time and both involving the Assistant Commissioner's subordinates. The former DSNY Assistant Commissioner acknowledged that while he was Assistant Commissioner, he owned a travel agency and sold airline tickets to at least 30 DSNY employees while on City time, including to his superiors and subordinates, and also distributed promotional materials for his travel agency to DSNY employees, including to his superiors and subordinates, while on City time, in violation of the City's conflicts of interest law, which prohibits any public servant from pursuing private activities during times when that public servant is required to perform services for the City and prohibits a public servant from entering into a financial relationship with his superior or subordinate. The former DSNY Assistant Commissioner further acknowledged that he made campaign-related telephone calls for and recruited subordinates to work on the Hevesi for Mayor Campaign in 2001, in violation of the City's conflicts of interest law, which prohibits a public servant from pursuing private activities on City time and from using City resources, such as the telephone, for a non-City purpose, and also prohibits a public servant from even requesting any subordinate public servant to participate in a political campaign. The Board fined the former Assistant Commissioner $2,000. *COIB v. Russo*, COIB Case No. 2001-494 (2007).

SOLICITING POLITICAL CONTRIBUTIONS

- **Relevant Charter Sections:** City Charter § 2604(b)(11)[13]

In a three-way disposition among a school principal, the Conflicts of Interest Board, and the Board of Education, the Conflicts of Interest Board fined a former principal $2,500 for selling tickets to a political fundraiser to a subordinate teacher during school hours and on school grounds, in violation of Charter § 2604(b)(11)(c), which prohibits a superior from even requesting subordinates to make campaign contributions. *COIB v. Rene*, COIB Case No. 1997-237 (2000).

[13] City Charter § 2604(b)(11) states: "No public servant shall, directly or indirectly, (a) compel, induce or request any person to pay any political assessment, subscription or contribution, under threat of prejudice to or promise or to secure advantage in rank, compensation or other job-related status or function, (b) pay or promise to pay any political assessment, subscription or contribution in consideration of having been or being nominated, elected or employed as such public servant or to secure advantage in rank, compensation or other job-related status or function, or (c) compel, induce or request any subordinate public servant to pay any political assessment, subscription or contribution."

POLITICAL FUNDRAISING BY HIGH-LEVEL CITY OFFICIALS

- **Relevant Charter Sections:** City Charter § 2604(b)(12)[14]

The Board fined a former Member of the New York City Water Board $1,000 for sponsoring a political fundraiser for the Mayor's re-election campaign. The invitation to the fundraiser included the Water Board Member's name as a host and requested campaign donations in amounts ranging from $100 to $2,500. Public servants with "substantial policy discretion," such as Members of the Water Board, are prohibited by the City's conflicts of interest law from requesting any person to make political contributions for any candidate for City elective office. In determining the amount of the fine, the Board took into account that the Water Board Member immediately resigned from the Water Board upon learning of his violation of Chapter 68, thus avoiding any continuing violation, as well as the high level of his position at the Water Board. *COIB v. Finnerty,* COIB Case No. 2016-337 (2016).

The Board fined a former Deputy Chief of Staff to the City Council Speaker $2,500 for soliciting contributions to the Speaker's re-election campaign. The Deputy Chief of Staff to the Council Speaker is an individual with "substantial policy discretion" within the meaning of Chapter 68 of the City Charter, the City's conflicts of interest law. Deputy Mayors, agency heads, and other public servants with "substantial policy discretion" are prohibited by the City's conflicts of interest law from asking anyone to make a political contribution for any candidate for City elective office (such as City Council) or for any elected official of the City (such as a City Council Member) who is a candidate for <u>any</u> elective office. (This prohibition does not apply to solicitations made by elected officials themselves.) In or around April 2007, the former Deputy Chief of Staff made between six and twelve calls to union representatives to ask that they serve on the Host Committee for an event planned for labor unions as part of the Council Speaker's re-election campaign. Serving on the Host Committee would have required a contribution to the re-election campaign of the Council Speaker. The former Deputy Chief of Staff acknowledged that she violated the City's conflicts of interest law, which prohibits an individual with substantial policy discretion, such as she was at the time, from making such solicitations on behalf of a City elected official or on behalf of a candidate for City elective office. *COIB v. Keaney*, COIB Case No. 2009-600 (2010).

The Board fined the Cultural Affairs Commissioner $500 for holding a political fundraiser in his home for Fran Reiter, then a candidate for Mayor, and inviting guests who had business dealings with his agency or the City. The fine took into account that the Commissioner believed he had sought legal advice and had been advised incorrectly that the fundraiser was

[14] City Charter § 2604(b)(12) states: "No public servant, other than an elected official, who is a deputy mayor, or had of an agency or who is charged with substantial policy discretion as defined by rule of the board, shall directly or indirectly request any person to make or pay any political assessment, subscription or contribution for any candidate for an elective office of the city or for any elected official who is a candidate for any elective office; provided that nothing contained in this paragraph shall be construed to prohibit such public servant from speaking on behalf of any such candidate or elected official at an occasion where a request for a political assessment, subscription or contribution made by others."

legal. Agency heads are not permitted to request any person to make political contributions to any candidate for elective office of the City. *COIB v. Chapin*, COIB Case No. 1999-500 (2000).

ACCEPTING COMPENSATION FOR CITY JOB FROM SOURCE OTHER THAN THE CITY

- **Relevant Charter Sections:** City Charter § 2604(b)(13)[15]

The Board and the New York City Administration for Children's Services ("ACS") concluded a joint settlement with the Acting Executive Director for the Case Review and Support Unit at ACS, who agreed to pay a $3,500 fine–$2,000 to the Board and $1,500 to ACS–for multiple violations of the City's conflicts of interest law. The Acting Executive Director accepted a free meal for herself and her ACS staff from a day care provider as a "thank you" for helping the provider be reinstated at ACS. The City's conflicts of interest law prohibits public servants from accepting a gratuity in any amount from a person whose interests may be affected by the public servant's official action. Separately, the Acting Executive Director held a prohibited position at the Young Adult Institute ("YAI"), a firm engaged in business dealings with multiple City agencies. In furtherance of her work for YAI, the Acting Executive Director wrote two reports for YAI during her City work hours and subsequently used an ACS fax machine to send those reports to YAI. The matter was a joint settlement with ACS. *COIB v. Crawley*, COIB Case No. 2014-935 (Sept. 25, 2015).

A Construction Project Manager ("CPM") at the New York City Housing Authority ("NYCHA") paid a $2,200 fine to the Board for accepting a bottle of wine and a bottle of olive oil from two NYCHA contractors whose work he oversaw as part of his official NYCHA duties. The City's conflicts of interest law prohibits public servants from accepting a gratuity in any amount from a person whose interests may be affected by the public servant's official action. This is the second time the Board fined the CPM for a violation involving a City contractor whose work he oversaw. In March 2013, the CPM was penalized $2,643 for misusing his position to recommend his stepson for a job with a NYCHA vendor he supervised. *COIB v. G. Jones*, COIB Case No. 2014-184 (2015).

A member of Manhattan Community Board 2 paid a $3,192 fine for accepting a free dinner and a one-year membership to Soho House, an entity with matters before Community Board 2. Soho House provided the complimentary membership for reasons related to the member's position on the community board. The amount of the fine represents the total value of the membership, estimated to be $1,192, plus a $2,000 penalty. The City's conflicts of interest law prohibits accepting a gratuity from any person whose interests may be affected by the public servant's official action. *COIB v. Sweeney*, COIB Case No. 2013-374 (2015).

An Office Manager at the Brooklyn Forestry Office for the New York City Department of Parks and Recreation paid a $1,000 fine to the Board for accepting a bottle of chocolate liqueur from an arborist whose permit applications she processed. The City's conflicts of interest law prohibits City employees from accepting tips or gratuities of any amount from any person

[15] City Charter § 2604(b)(13) states: "No public servant shall receive compensation except from the city for performing any official duty or accept or receive any gratuity from any person whose interests may be affected by the public servant's official action."

whose interests may be affected by the public servant's official action. *COIB v. Badillo*, COIB Case No. 2014-070 (2015).

A now former member of Manhattan Community Board 2 paid a $10,660 fine for accepting ten years of free membership to Soho House, an entity with matters before Community Board 2. Soho House provided the complimentary membership for reasons related to the Respondent's position on the community board. The amount of the fine represents the total value of the membership, estimated to be $8,160, plus a $2,500 penalty. The City's conflicts of interest law prohibits a public servant from accepting a gratuity from any person whose interests may be affected by the public servant's official action. *COIB v. Hamilton*, COIB Case No. 2013-374a (2014).

In a public disposition, a former Maintenance Worker at the New York City Housing Authority ("NYCHA") admitted that, in November 2012, he was assigned as part of his official duties to repair a water leak in a tenant's apartment. While in the apartment, he informed the tenant that he would need $30 to fix the leak, which the tenant gave him. The Maintenance Worker acknowledged that his conduct violated two provisions of the City's conflicts of interest law: first, by soliciting money from a NYCHA resident to perform a repair, the Maintenance Worker misused his City position to obtain a personal benefit; second, by accepting that money, the Maintenance Worker improperly accepted compensation from a source other than the City for doing his City job. For these violations, the Maintenance Worker paid a $1,300 fine to the Board. He also acknowledged that he had retired from NYCHA while agency disciplinary charges were pending against him for this conduct. *COIB v. G. Washington*, COIB Case No. 2013-001 (2014).

The Board imposed a $5,000 fine on a former Community Associate for the New York City Administration for Children's Services ("ACS") for accepting $100 to $300 on three occasions from a source other than the City for performing services as a City employee, in violation of City Charter § 2604(b)(13). The payments all came from an individual acting on behalf of private day care centers. In return, the Community Associate processed applications for day care subsidies in the ACS Transitional Child Care Unit. The Board's Order adopts the Report and Recommendation of the City's Office of Administrative Trials and Hearings. *COIB v. Salce*, OATH Index No. 2379/13, COIB Case No. 2011-387 (Order Mar. 27, 2014).

In a joint disposition with the Board and the New York City Department of Sanitation ("DSNY"), a Sanitation Worker agreed to retire immediately from DSNY and pay a $1,500 fine to the Board for accepting $20 from a Queens resident to collect the resident's garbage. *COIB v. L. Dixon*, COIB Case No. 2013-782a (2014).

The Board fined two former Sanitation Workers with the New York City Department of Sanitation ("DSNY") $2,000 each for soliciting money from a Queens resident to collect his household garbage. The resident told the Sanitation Workers he only had $10; they took $5 each. The Sanitation Workers acknowledged that their conduct violated two provisions of the City's conflicts of interest law. First, by soliciting money from a City resident to collect his household garbage, the Sanitation Workers misused their City positions to obtain a personal benefit; second, by accepting that money, the Sanitation Workers improperly accepted

compensation from a source other than the City for doing their City jobs. *COIB v. Bracone*, COIB Case No. 2012-238 (2013); *COIB v. R. Torres*, COIB Case No. 2012-238a (2013).

The Board fined a former Administrative Chaplain for the New York City Department of Correction ("DOC") $2,500 for accepting a solid silver Kiddush cup and plate as a gift from an inmate as a token of appreciation for arranging a private event at the Manhattan Detention Complex to celebrate the Bar Mitzvah of inmate's son. The former Administrative Chaplain obtained special authorization from his DOC superiors for the December 30, 2008, celebration. During the event, the inmate and his family presented the then Administrative Chaplain with a Kiddush cup and plate, estimated to cost $500, which he accepted. The former Administrative Chaplain acknowledged his conduct violated the gratuities provision of the City's conflicts of interest law, which prohibits public servants from accepting gratuities from any person whose interests may be affected by the public servant's official action. *COIB v. Glanz*, COIB Case No. 2010-831 (2011).

The Board fined a former New York City Department of Education ("DOE") Elevator Operator $300 for accepting free cases of bottled water from Poland Spring, a vendor to his school. The former Elevator Operator acknowledged that, as part of his official duties at DOE, he dealt directly with Poland Spring and that, over the course of nineteen months, he accepted a free case of bottled water each time Poland Spring delivered water to his school, approximately twice per month, for a total value of approximately $300. The former Elevator Operator acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from accepting or receiving any gratuity from any person whose interests may be affected by the public servant's official action. In setting the amount of the fine, the Board took into consideration the former Elevator Operator's financial hardship, including his current unemployment. *COIB v. Grant*, COIB Case No. 2009-553 (2011).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement with an Associate Staff Analyst in which the Associate Staff Analyst agreed to be suspended for 22 work days, valued at $6,005.34; forfeit 136 hours of annual leave, valued at $5,303.48; resign from DOHMH; and never seek City employment in the future for her multiple violations of the City's conflicts of interest law. Among her violations, the Associate Staff Analyst further acknowledged that she received compensation from the Federal Office of Minority Health Resources for conducting HIV/AIDS trainings for various faith-based organizations in Brooklyn and from a faith-based organization for performing HIV/AIDS outreach, which work she could have reasonably been assigned as part of her official DOHMH duties. The former Associate Staff Analyst admitted that in doing so she violated the City's conflicts of interest law, which prohibits a public servant from receiving compensation except from the City for performing any official duty. *COIB v. M. John*, COIB Case No. 2008-756 (2010).

The Board fined a former Administrative Law Judge ("ALJ") in the Parking Violations Bureau of the New York City Department of Finance $2,500 for accepting a prohibited gratuity and for misusing his City position for personal advantage, both while adjudicating parking tickets. The former ALJ admitted that, after adjudicating a delivery driver's multiple parking tickets, he accepted the driver's offer to send him free popcorn as a show of appreciation for

dismissing some of the tickets. The former ALJ admitted telling the driver that he liked the popcorn that was named on invoices the driver had submitted to contest the parking tickets and then gave the driver his address so the popcorn could be delivered to his home. The former ALJ acknowledged that his conduct violated the City's conflicts of interest law, which prohibits public servants from accepting any gratuity from any person whose interests may be affected by the public servant's official action. The former ALJ also admitted that he had called and asked the owner of an audio-video installation company who repeatedly appeared before the then-ALJ at the Parking Violations Bureau to install a flat-screen television and DVD player in his home. Although the former ALJ paid for the installation, he acknowledged that his conduct violated the City's conflicts of interest law, which prohibits public servants from misusing their City positions for personal and private benefit. *COIB v. A. Rubin*, COIB Case No. 2009-398 (2010).

The Board issued its Findings of Facts, Conclusions of Law, and Order fining a former Community Service Aide for the New York City Housing Authority ("NYCHA") $2,000 for accepting, in addition to his City salary, compensation from a private entity for performing his duties as a NYCHA employee. The Board's Order adopts the Report and Recommendation of Administrative Law Judge ("ALJ") Kara J. Miller, issued after a full trial at the Office of Administrative Trials and Hearings, except with regard to the recommended fine. The Board found that the ALJ correctly determined that the former Community Service Aide received $1,000 in improper compensation. The Community Service Aide was assigned to oversee private events at a NYCHA Community Center to make sure that the events ended at the scheduled times and that the event organizers cleaned the Center. Rather than enforcing these rules, the Community Service Aide collected money from the Center's advisory board—an independent, private entity that is not affiliated with NYCHA—for staying late to oversee events and for cleaning the Center. He collected this money in addition to compensation he received from NYCHA for the extra time he spent at the events. The ALJ found, and the Board adopted as its own findings, that the former NYCHA employee's conduct violated the City's conflicts of interest law, which prohibits a public servant from using his or her City position for private financial gain and from accepting compensation, except from the City, for performing tasks that he or she could be reasonably assigned to do as part of his or her official City duties. The Board rejected the recommended fine of $1,000 and instead determined that a $2,000 fine is the appropriate penalty. In setting the amount of the fine, the Board took into consideration that this case "required a full trial at OATH and the consequent expenditure of scarce government resources, and that there was no acceptance of responsibility by Respondent." The Board noted its policy of encouraging settlements, which it uses as opportunities for violators to accept personal responsibility for violating the City's conflicts of interest law and as educational tools to help prevent future violations. *COIB v. Huertas*, OATH Index No. 1110/99, COIB Case No. 2009-725f (Order Aug. 4, 2009).

The Board issued public warning letters to four current and former Community Center staff members for the New York City Housing Authority ("NYCHA") for accepting compensation from an entity other than NYCHA for performing their official City duties. The staff members were assigned to work at the NYCHA Independence Tower Community Center and were paid by NYCHA to supervise Community Center events, including private rentals, for the duration of the events. Each of the Community Center staff members accepted money from the Independence Tower Advisory Board – an entity that is not part of NYCHA – for supervising

private rentals of the Community Center that went longer than scheduled and/or for cleaning the Community Center after such events. At NYCHA's request, the NYCHA employees returned to NYCHA all monies they received from the Advisory Board. While not pursuing further enforcement action, the Board took the opportunity of these public warning letters to remind public servants that they may accept compensation only from the City for performing any of their official City duties. *COIB v. Jackson*, COIB Case No. 2007-725 (2009); *COIB v. Morales*, COIB Case No. 2007-725a (2009); *COIB v. Blackmon*, COIB Case No. 2007-725b (2009); and *COIB v. Foster*, COIB Case No. 2007-725c (2009).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement in which an Associate Staff Analyst, holding an underlying civil service title of Public Health Educator, in the DOHMH Bureau of School Health was suspended for five days by DOHMH, valued at approximately $1,274, for giving two paid lectures which he could have been reasonably assigned to do as part of his DOHMH duties and then communicating about those paid lectures using City technology resources and while on City time. The DOHMH Associate Staff Analyst admitted that he gave two paid lectures on HIV/AIDS to incoming students at The Cooper Union for the Advancement of Science and Art and that he could have been reasonably assigned to deliver these lectures as part of his DOHMH duties. The Associate Staff Analyst further admitted that, at times when he was supposed to be doing work for DOHMH, he used a City computer and his DOHMH e-mail account to communicate with Cooper Union about those lectures. The Associate Staff Analyst acknowledged that his conduct violated the City's conflicts of interest law, which prohibits public servants from receiving compensation from any entity other than the City for performing their official duties and prohibits public servants from using City time and City resources to pursue private activities. *COIB v. Sheiner*, COIB Case No. 2009-177 (2009).

The Board fined a former Senior Inspector for the Enforcement Division, Petroleum Product Squad, at the New York City Department of Consumer Affairs ("DCA") $4,000, after he had retired from DCA while disciplinary charges were pending, for accepting money from a gas station owner whose station he was inspecting as part of his official DCA duties. The former Senior Inspector acknowledged that, after he completed his inspection of a Shell gas station in Brooklyn, he informed the owner that there were violations at the gas station, which the owner disputed. The owner then offered the former Senior Inspector $100, which he accepted, and then the Senior Inspector handed the owner a Certificate of Inspection indicating no violations. The former Senior Inspector acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from accepting or receiving any gratuity from any person whose interests may be affected by the public servant's official action. *COIB v. Forsythe*, COIB Case No. 2008-192 (2009).

The Board fined the former Chief Dockmaster at the 79th Street Boat Basin for the New York City Department of Parks and Recreation ("Parks") $1,200 for accepting tips from Boat Basin customers. The former Chief Dockmaster acknowledged that, as part of his official duties as Dockmaster, he dealt directly with customers of the Boat Basin. Over the course of three boating seasons, he accepted cash tips from Boat Basin customers in the amount of approximately $5 each, for a total of $125, and a tip from one customer in the form of 5 checks of $25 each. The former Chief Dockmaster acknowledged that his conduct violated the City's

conflicts of interest law, which prohibits a public servant from accepting or receiving any gratuity from any person whose interests may be affected by the public servant's official action. *COIB v. Smith*, COIB Case No. 2008-301 (2009).

The Board adopted the Report and Recommendation of Administrative Law Judge ("ALJ") Tynia D. Richard at the Office of Administrative Trials and Hearings ("OATH"), issued after a full trial of this matter on the merits, that, while employed by the New York City Administration for Children's Services ("ACS"), a then Child Protective Specialist received the benefit of substantial, free work to his two homes from his ACS client. The Board found that, while employed by ACS, the then Child Protective Specialist was assigned to a family. During that assignment, the Child Protective Specialist learned of his client's profession as a private contractor and solicited his client to perform work on the Child Protective Specialist's two homes, which work included, but was not limited to: renovating a bathroom; rebuilding and repairing floors; sheet rocking, painting, and carpeting various rooms; and electrical work. The Board also found that, other than one payment of $70, the Child Protective Specialist did not compensate his client for the work and did not provide social services to his client's children, as promised. The Board found that this conduct violated the City's conflicts of interest law, which prohibits a public servant from using his or her City position for private financial gain and from accepting a gratuity from any person whose interest may be affected by the public servant's official action. The Board fined the former Child Protective Specialist $7,000. *COIB v. Okanome*, OATH Index No. 110/08, COIB Case No. 2005-132 (Order Mar. 10, 2008).

The Board fined a former Assistant Commissioner for the New York City Fire Department ("FDNY") Office of Medical Affairs $6,500 for accepting valuable gifts from a firm doing business with FDNY, a firm whose work he evaluated in his capacity as the Assistant Commissioner in the FDNY Office of Medical Affairs. The former FDNY Assistant Commissioner acknowledged that, in late 2000 or early 2001, he introduced an automated coding and billing product to FDNY personnel produced by ScanHealth, an information technology company in the emergency medical service and home health care fields. FDNY eventually selected ScanHealth as a preferred vendor in 2003 and entered into a $4.3 million contract with ScanHealth in 2004. The former FDNY Assistant Commissioner served on the Evaluation Committee to monitor and evaluate the ScanHealth contract. The former FDNY Assistant Commissioner acknowledged that, while he served on the ScanHealth Evaluation Committee, he accepted reimbursement of travel expenses from ScanHealth for trips to Hawaii (in the amount of $2,592.00), Minnesota (in the amount of $199.76) and Atlanta (in the amount of $1,129.00); three or four dinners (each in excess of $50.00); and tickets to the Broadway production of "Mamma Mia." The former FDNY Assistant Commissioner acknowledged that this conduct violated the City's conflicts of interest law, which prohibits: (a) using one's City position for personal gain; (b) accepting a valuable gift from a firm doing business with the City; and (c) accepting compensation for any official duty or accepting or receiving a gratuity from a firm whose interests may be affected by the City employee's actions. *COIB v. Clair*, COIB Case No. 2005-244 (2007).

The Board fined a former New York City Housing Authority ("NYCHA") Community Service Aide $500 for accepting compensation from both NYCHA and a Resident Advisory Board for performing her City job. The former Community Service Aide acknowledged that she

had accepted approximately $430 from the Resident Advisory Board for supervising rentals and that she was paid by NYCHA for supervising the same rentals. She acknowledged that her conduct violated the New York City's conflicts of interest law, which prohibits public servants from using their position to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for themselves or any person or firm associated with them, and from accepting compensation except from the City for performing their official duties. *COIB v. Wade*, COIB Case No. 2006-562a (2007).

The Board and the New York City Housing Authority ("NYCHA") concluded a three-way settlement in which a NYCHA community coordinator was suspended for 25 workdays, valued at approximately $4,262, for accepting compensation from both NYCHA and a Resident Advisory Board for performing her official duties. The community coordinator acknowledged that she accepted approximately $130 from the Glenwood Houses Advisory Board for supervising rentals at the Glenwood Houses Community Center when she also received compensation from NYCHA for supervising the same rentals. The community coordinator acknowledged that her conduct violated the City's conflicts of interest law, which prohibit a public servant from using his or her position as a public servant to obtain any financial gain for the public servant or any person or firm associated with the public servant, and from accepting compensation except from the City for performing his or her official duties. *COIB v. Nelson*, COIB Case No. 2006-562 (2006).

The Board and the New York City Housing Authority ("NYCHA") concluded a three-way settlement in which a NYCHA Community Coordinator was suspended for 25 workdays, valued at approximately $3,085, for accepting compensation from both NYCHA and a Resident Advisory Board for performing her official duties. The Community Coordinator acknowledged that she accepted approximately $265 from the Glenwood Houses Advisory Board for supervising rentals at the Glenwood Houses Community Center when she also received compensation from NYCHA for supervising the same rentals. The Community Coordinator acknowledged that her conduct violated the New York City's conflicts of interest law, which prohibit a public servant from using his or her position as a public servant to obtain any financial gain for the public servant or any person or firm associated with the public servant, and from accepting compensation except from the City for performing his or her official duties. *COIB v. Jefferson*, COIB Case No. 2006-562b (2006).

The Board issued public warning letters to two New York City Department of Education ("DOE") employees who accepted valuable gifts from a DOE vendor. An Assistant Principal at a City high school and a secretary at that high school accepted $100 gift certificates during the 2003 Christmas holiday season from a firm that serviced the copy machines at their school. Subsequently, the Assistant Principal returned his gift certificate to the vendor. *COIB v. Plutchok*, COIB Case No. 2004-136 (2006); *COIB v. Messinger*, COIB Case No. 2004-136a (2006).

The Board fined two former New York City Department of Education ("DOE") employees $4,000 each for accepting valuable gifts from DOE vendors. The former Director of Procurement at the DOE Office of School Food and Nutrition Services ("OSFNS") and the former Deputy Chief of OSFNS admitted that during their employment at DOE they accepted

valuable gifts from DOE vendors. The former DOE employees each admitted accepting a laptop computer that cost over $2,400, as well as tickets, dinners, and gifts of meat from DOE vendors. *COIB v. Hoffman*, COIB Case No. 2004-082 (2005); *COIB v. V. Romano*, COIB Case No. 2004-082a (2005).

SUPERIOR-SUBORDINATE FINANCIAL RELATIONSHIPS

- **Relevant Charter Sections:** City Charter § 2604(b)(14)[16]

The Supervisor of Plumbers at Kings County Hospital Center ("KCHC"), an employee of New York City Health + Hospitals ("H+H"), paid a $3,000 fine for, between November 2010 and September 2011, during his H+H work hours, using his H+H computer to access, modify, maintain, save, and/or store five files related to his private plumbing business and using his H+H email account to send and receive approximately forty-eight emails relating to the operations of that business. The Supervisor of Plumbers also violated City Charter § 2604(b)(14) by purchasing a motor vehicle from one of his subordinates, a KCHC Plumber. *COIB v. Cook*, COIB Case No. 2016-388 (2016). The subordinate KCHC Plumber paid a $450 fine to the Board for violating § 2604(b)(14) by selling a vehicle to his superior. *COIB v. Bosco*, COIB Case No. 2016-388b (2016).

The Kings County District Attorney paid a $15,000 fine in connection with his receipt of improper meal payments from the Kings County District Attorney's Office ("KCDA") and for having subordinates use their personal money to pay his meal expenses pending their reimbursement by KCDA. The Kings County District Attorney admitted to having KCDA pay for his weekday meals from January 2014 through May 2014, totaling $2,043, which he repaid in July 2014; having KCDA pay for his dinner and weekend meals from January 2014 through February 2015, totaling $1,489, which he repaid in August 2015; and having the members of his security detail advance their own money for these expenses, as well as other of his personal meal expenses totaling $1,992, for which the District Attorney periodically reimbursed KCDA per an arrangement with KCDA's Fiscal Office. KCDA reimbursed the members of the security detail for their cash advances, sometimes after a delay. The Kings County District Attorney acknowledged that his conduct violated the provisions of the City's conflicts of interest law that prohibit the City's elected officials and other public servants from using, or attempting to use, their City positions to obtain any financial gain, privilege, or other private or personal advantage for the public servant, and from using City resources for any personal, non-City purpose. The Kings County District Attorney also acknowledged that, by permitting an office policy pursuant to which subordinate staff regularly advanced their own money to cover his personal expenses, he entered into a prohibited financial relationship with his subordinate employees. In determining the level of fine, the Board took into account that the Kings County District Attorney reimbursed all funds to KCDA prior to the Board's commencement of an enforcement action, as well as the high level of accountability required of the chief prosecutor of Brooklyn. *COIB v. K. Thompson*, COIB Case No. 2015-110 (2016).

The Administrative Chief of the Bronx District Attorney's Office paid a $5,000 fine for: (1) asking one of her subordinates to consult on her brother's wedding and paying him $1,250 for doing so; (2) paying another subordinate $500 for catering her father's birthday party; and (3) selling $4,451 worth of soaps and other products for her private business to five of her subordinates. The City's conflicts of interest law prohibits public servants from using their City

[16] City Charter § 2604(b)(14) states: "No public servant shall enter into any business or financial relationship with another public servant who is a superior or subordinate of such public servant."

position for their personal benefit or the benefit of anyone with whom they are associated, a category that includes siblings. The conflicts of interest law also prohibits public servants from entering into financial relationships with their superiors or subordinates. *COIB v. Payne Wansley*, COIB Case No. 2014-665 (2016).

An Assistant Resident Buildings Superintendent for the New York City Housing Authority ("NYCHA") assigned to Baruch Houses was fined $1,000, and placed on one-year probation, for soliciting and receiving two loans: (1) a $600 loan in November 2014 from a Baruch Houses resident, which he repaid in installments ending in February 2015; and (2) a $100 loan from a NYCHA subordinate in December 2014, which he repaid within one week. The City's conflicts of interest law prohibits public servants from using their City positions for personal advantage, which includes soliciting or accepting loans from subordinates and other individuals over whom the public servant has power or authority. This matter was a joint settlement with NYCHA, resolving conflicts of interest violations and related disciplinary charges. *COIB v. Blaney*, COIB Case No. 2015-291 (2016).

A Nursing Supervisor at the New York City Department of Health and Mental Hygiene ("DOHMH") agreed to pay a $2,000 fine for: (1) misusing her position for personal gain by accepting $75 worth of items purchased for her by one of her subordinates; and (2) having a financial relationship with a subordinate by renting an apartment from a subordinate for over a year. This matter was a joint settlement with DOHMH. *COIB v. Hardy-Howard*, COIB Case No. 2014-453 (2015).

A Child Protective Specialist Supervisor I for the New York City Administration for Children's Services ("ACS") agreed to accept a seven workday suspension, valued at approximately $1,600, for selling a car to a subordinate ACS employee for $5,000. This matter was a joint settlement with ACS. *COIB v. M. Joseph*, COIB Case No. 2015-300 (2015).

An Assistant Superintendent of Welfare Shelters for the York City Department of Homeless Services ("DHS") who lived with a subordinate employee accepted a seven-day suspension, valued at approximately $1,715, for having a financial relationship with a subordinate and for misusing her City position by supervising an associated person. The subordinate Community Assistant accepted a three-day suspension, valued at approximately $330, for having a financial relationship with a superior. These were joint settlements with DHS. *COIB v. Etienne*, COIB Case No. 2015-587 (2015); *COIB v. Valles*, COIB Case Nos. 2015-587a (2015).

The Board issued public warning letters to a Head Nurse and a Staff Nurse for the New York City Health and Hospital Corporation for participating in an informal savings and loan club, commonly known as a "sou-sou," with staff they supervised at Coler-Goldwater Specialty Hospital and Nursing Facility. Each member of a sou-sou is, at one time or another, borrowing from or lending money to the other members. The City's conflicts of interest law prohibits City employees from having such a financial relationship with a superior or a subordinate. *COIB v. Virrey*, COIB Case No. 2015-241a (2015); *COIB v. Vano*, COIB Case No. 2015-241b (2015).

A Supervisor of Billing and Inspection Support for the New York City Department of Environmental Protection ("DEP") agreed to serve a one-day suspension and forfeit one day of annual leave, valued at approximately $418, for soliciting and receiving a $136 loan from a subordinate. The loan was repaid within one day. *COIB v. An. Reid*, COIB Case No. 2015-312 (Oct. 21, 2015).

An employee of the New York City Department of Design and Construction ("DDC") paid a $1,000 fine for i) entering into a financial relationship with a superior DDC employee by borrowing a total of $800 from her DDC supervisor over the course of four months; ii) using her position as an Analyst in the DDC Agency Chief Contracting Office to obtain and to attempt to obtain free tickets from the Metropolitan Museum of Art and the New York City Center, both of which are DDC contractors that she dealt with in her DDC capacity; and iii) accepting a gift valued at more than $50 from a firm engaged in business dealing with the City by accepting three free tickets to the Museum. This matter was a joint resolution with DDC. *COIB v. Bourne*, COIB Case No. 2015-099 (June 25, 2015).

A Supervising Stock Worker at the New York City Department of Citywide Administrative Services ("DCAS") paid a $500 fine for entering into a financial relationship with a subordinate DCAS employee by paying the subordinate $60 to repair a pole in a closet in his home. This matter was a joint resolution of related DCAS disciplinary charges. *In the matter of J. Brewster*, COIB Case No. 2015-188 (June 25, 2015).

The Board issued a ruling imposing a $6,000 fine on a New York City Housing Authority ("NYCHA") employee who worked as a supervisor of caretakers for violating the conflicts of interest law by intermittently supervising his wife's work as a NYCHA caretaker for fourteen years. The Board found that the NYCHA employee, by supervising the work performed for the City by a member of his household, violated the conflicts of interest law provision that bars public servants from using their City positions to benefit an associate. The Board held that "where a public servant supervises an associated person, no explicit showing of a benefit to that associated party need be made, because superiors will inevitably take actions to benefit their subordinates, if only in refraining from taking negative personnel actions." The Board also found that the NYCHA employee, by residing with a subordinate NYCHA employee, violated the provision that bars public servants from having a financial relationship with a superior or a subordinate employee. *COIB v. Edwin Martinez*, COIB Case No. 2013-673 (Apr. 10, 2015); OATH Index No. 656/15.

A Supervising Special Officer at the New York City Human Resources Administration ("HRA") agreed to serve an unpaid suspension of forty-five calendar days, valued at approximately $5,434, for soliciting and receiving loans from three of his subordinates and one of his HRA clients. The City's conflicts of interest law prohibits public servants from using their City positions to obtain a personal benefit, which would include soliciting loans from their subordinates and clients, and from entering into a financial relationship (such as a loan) with their superior or subordinate. This matter was a joint settlement with HRA. *COIB v. Cruz*, COIB Case No. 2014-903 (2015).

While working for the City's Board of Elections ("BOE"), a supervisor in the BOE Queens Borough Office hired a subordinate BOE employee to work for his private consulting company. The supervisor also used his BOE email account for purposes related to that company and to another company he owns that markets data services to political campaigns. The City's conflicts of interest law prohibits using City resources for any non-City purpose and also prohibits financial relationships between superior and subordinate City employees. The Commissioners of Election voted to suspend the supervisor without pay pending a disciplinary hearing concerning this conduct, and the supervisor resigned to resolve the pending disciplinary action. The Board accepted the related disciplinary action taken by BOE as sufficient penalty for the Chapter 68 violations. *COIB v. Bougiamas*, COIB Case No. 2014-667 (2015).

While working for the New York City Health and Hospital Corporation ("HHC"), a Senior Stationary Engineer at the HHC Jacobi Medical Center used four subordinate HHC employees to assist him in performing work on his private home and compensated two of these subordinate HHC employees – compensating an HHC Stationary Engineer with a Weber grill and compensating a now former HHC Maintenance Worker with $1,750 -- for that private work. For this conduct, HHC unilaterally demoted the Senior Stationary Engineer from his managerial title and returned him to his underlying civil service title with a resultant loss of approximately $66,594 in annual salary, which penalty the Board acknowledged and accepted as a sufficient resolution of his Chapter 68 violations. The City's conflicts of interest law prohibits using City resources for any non-City purpose and also prohibits business or financial relationships between superior and subordinate City employees. *COIB v. Wanek*, COIB Case No. 2010-621 (2015). The subordinate HHC Stationary Engineer paid a $500 fine to the Board for accepting a Weber grill from his superior in compensation for assisting his superior in the work on the superior's private home. *COIB v. Martin*, COIB Case No. 2010-621a (2015). The Board previously issued a public warning letter to the former subordinate HHC Maintenance Worker for accepting $1,750 from his superior for assisting his superior in the work on his superior's private home. *COIB v. Gore*, COIB Case No. 2010-621b (2014).

A Principal for the New York City Department of Education agreed to pay a $4,500 fine for: (1) living with and purchasing a home with a subordinate teacher at his school; and (2) continuing to supervise that teacher's employment for eleven months after they began living together. The City's conflicts of interest law prohibits superiors and subordinates from entering into a financial relationship with each other, which includes living together. The law also prohibits a public servant from using his or her position to benefit someone with whom the public servant is associated, and associates include anyone with whom the public servant has a business or financial relationship. The subordinate teacher paid a $2,000 fine to the Board for living with and purchasing a home with her supervisor. *COIB v. Neering*, COIB Case No. 2014-201 (2015); *COIB v. Shin*, COIB Case No. 2014-201a (2014).

An Executive Administrative Staff Analyst for the New York City Employee Retirement System ("NYCERS") agreed to pay an $800 fine for four violations of the City's conflicts of interest law related to her conducting an Avon business in her NYCERS office: first, using City time to receive and repackage Avon deliveries; second, using City resources, including a NYCERS fax machine, to submit and receive Avon orders; third, abusing her City position by soliciting sales from a subordinate; and fourth, entering into a prohibited superior-subordinate

financial relationship by selling Avon products to that subordinate. *COIB v. Harish*, COIB Case No. 2014-414 (2014).

The Board and the New York City Health and Hospitals Corporation ("HHC") concluded joint settlements with a Supervising Electrician and his subordinate, an Electrician's Helper, who co-owned an electrical business for approximately three years, in violation of the City's conflicts of interest law, which prohibits a superior and subordinate from entering into a business or financial relationship. The Supervising Electrician further violated the conflicts of interest law by supervising the Electrician's Helper, his business partner – someone with whom he was "associated" within the meaning of the conflicts of interest law. Finally, both the Supervising Electrician and the Electrician's Helper admitted that they had stored documents related to their electrical business on their HHC computers, in violation of the City's conflicts of interest law, which prohibits the use of City resources for any non-City purpose. In public dispositions, the Supervising Electrician and Electrician Helper's admitted each of these violations and agreed to pay fines of $6,000 and $4,000, respectively, to the Board. *COIB v. LaRosa*, COIB Case No. 2012-518 (2014); *COIB v. S. Maldonado*, COIB Case No. 2012-518a (2014).

The Board fined an Office of School Food Supervisor for the New York City Department of Education $500 for supervising the employment of her daughter, with whom she lived. The Office of School Food Supervisor admitted that, for seven months, she indirectly supervised her daughter, with whom she is associated by familial relationship and cohabitation, in violation of City Charter § 2604(b)(3). She further admitted that, through living with her daughter, she entered into a financial relationship with her subordinate in violation of City Charter § 2604(b)(14). *COIB v. Osei-Boateng*, COIB Case No. 2013-815 (2014).

The Board and the New York City Department of Housing Preservation and Development ("HPD") concluded settlements with the now retired Chief of the HPD Code Enforcement in the Bronx and with an Associate Inspector (Housing), who was also a supervisor in that Office. The Chief admitted that he had paid $200 to an Inspector who was his subordinate to change the air valves in the radiators in his home and paid that same Inspector $500 to assist with the removal of the plumbing in the bathroom in the basement of his home. The Associate Inspector admitted that he had paid $20 to $40 to an Inspector who was his subordinate to assist him with the renovation of the bathroom in the basement of his home and that he had borrowed the personal vehicle of a second Inspector for one to two weeks, for which he did not pay that Inspector. The Chief and the Associate Inspector acknowledged that, by asking a subordinate to perform personal repairs or to borrow the subordinate's personal car, respectively, they had used their City positions to obtain a personal benefit in violation of the City's conflicts of interest law. The Chief and the Associate Inspector also acknowledged that, by paying a subordinate to perform personal repairs, they had entered into a financial relationship with that subordinate in violation of the City's conflicts of interest law. For their violations, the Chief agreed to pay a $2,500 fine and the Associate Inspector agreed to pay a $2,000 fine, each split evenly between HPD and the Board. *COIB v. V. Ruiz*, COIB Case No. 2013-188 (2014); *COIB v. Mas*, COIB Case No. 2014-188a (2014).

The Board imposed a $6,000 fine on a former Associate Job Opportunity Specialist for the New York City Human Resources Administration ("HRA") for soliciting and accepting loans

totaling approximately $6,740 from eight of his HRA subordinates, in violation of City Charter §§ 2604(b)(3) and 2604(b)(14). In many instances, the former Associate Job Opportunity Specialist asked to borrow money after calling the subordinate into his office, in some instances under the guise of a false work-related complaint. The former Associate Job Opportunity Specialist has repaid some but not all of the loans. The Board's Order adopts the Report and Recommendation of the City's Office of Administrative Trials and Hearings. *COIB v. Oni*, OATH Index No. 458/14, COIB Case No. 2013-299 (Order May 14, 2014).

The Board fined a Supervisor for the New York City Department of Sanitation ("DSNY") and his superior, a Deputy Chief at DSNY, $1,500 each for entering into a financial relationship with each other when the Supervisor acted as the Deputy Chief's real estate salesperson and agent in showing the Deputy Chief a house, for which services the Supervisor received a $1,937.50 commission when the Deputy Chief purchased the house. *COIB v. Nichilo*, COIB Case No. 2014-038 (2014); *COIB v. Malloy*, COIB Case No. 2014-038/a (2014).

In a joint settlement with the Board and the New York City Administration for Children's Services ("ACS"), a Child Protective Specialist Supervisor II agreed to pay a fine equal to 6 days' pay to ACS, valued at $1,821.06, for soliciting and accepting a $4,000 loan from her subordinate, a Child Protective Specialist Supervisor I. The supervisor paid back the loan approximately one month later. The Child Protective Specialist Supervisor II acknowledged that her conduct violated the ACS Code of Conduct and the City's conflicts of interest law, which prohibits a City employee from using his or her City position to obtain a personal benefit and prohibits a City superior from entering into a financial relationship with his or her subordinate. *COIB v. M. Vazquez*, COIB Case No. 2013-870 (2014).

The Board fined a former Brooklyn Borough Code Enforcement Chief for the New York City Department of Housing Preservation and Development for soliciting and entering into financial relationships with two of his subordinates. First, he asked one subordinate on two occasions to purchase gold bracelets for him, which the subordinate did on one occasion (at a cost of $366), and for which purchase the Code Enforcement Chief reimbursed him. Second, the Code Enforcement Chief asked another subordinate to perform home improvement work on the Code Enforcement Chief's home, installing floor tiles and a door, for which work the Code Enforcement Chief gave him approximately $200 in cash and some food. In a public disposition of the Board's charges, the former Code Enforcement Chief agreed to pay a $2,400 fine to the Board for misusing his City position by asking his subordinates to perform personal tasks for him and entering into financial relationships with these subordinates. *COIB v. Simpson*, COIB Case No. 2013-623 (2014).

The Board issued a public warning letter to a Supervisor I at the New York City Administration for Children's Services ("ACS") assigned to the Child Care Support Services Unit ("CCSS") who attempted to sell costume jewelry items to her CCSS subordinates and did sell costume jewelry items to at least one subordinate. From 2008 to 2010, the Supervisor I periodically made announcements from a central location in the CCSS office to inform her CCSS coworkers and subordinates that she would be selling costume jewelry and other accessories in the office during lunch. She then sold costume jewelry and other accessories to her CCSS coworkers and to at least one of her CCSS subordinates. The total cost of the subordinate's

purchases was minimal. The public warning letter informed the Supervisor I that she violated City Charter § 2604(b)(3) by asking her subordinates to purchase items from her and City Charter § 2604(b)(14) by entering into a financial relationship with the subordinate who purchased items from her. *COIB v. Womble*, COIB Case No. 2013-773 (2014).

The Board and the New York Department of Education ("DOE") concluded a joint settlement with an Assistant Principal who paid a $6,000 fine to the Board. The Assistant Principal admitted that he misused his position by having a subordinate babysit his three children in the mornings before school and allowing his daughter to attend the DOE school where the Assistant Principal worked without enrolling her, thus avoiding payment of non-resident tuition, in violation of City Charter § 2604(b)(3). The Assistant Principal also admitted that he entered into a financial relationship with a subordinate by signing a lease for an apartment owned by his subordinate, in violation of City Charter § 2604(b)(14). *COIB v. L. Castro*, COIB Case No. 2013-097 (2013).

The Board concluded settlements with a former New York City Housing Authority ("NYCHA") Supervisor Carpenter and four subordinate Carpenters for entering into prohibited superior-subordinate financial relationships. The former Supervisor Carpenter hired his NYCHA subordinates to assist him with private handyman jobs on Long Island. The City's conflicts of interest law prohibits a superior and a subordinate from entering into a financial relationship with each other. The former Supervisor Carpenter acknowledged his violation and that he had been demoted by NYCHA for his violation, resulting in a loss of annual salary of $5,475; the Board imposed no additional penalty. In their public dispositions, the four subordinate Carpenters acknowledged their violations and agreed to pay fines of $1,600, $1,200, $1,000, and $900 respectively. *COIB v. Mignogna*, COIB Case No. 2012-836 (2013); *COIB v. Cavero*, COIB Case No. 2012-836a (2013); *COIB v. Fraraccio*, COIB Case No. 2012-836b (2014); *COIB v. Augustyn*, COIB Case No. 2012-836c (2013); *COIB v. Santaniello*, COIB Case No. 2012-836d (2013).

The Board and the New York Department of Health and Mental Hygiene ("DOHMH") concluded seven joint resolutions with supervisors and subordinates in the DOHMH Bureau of Community Sanitation who participated together in a sou-sou. A "sou-sou" is an informal savings club, in which the participants pay a certain amount of money to the sou-sou coordinator at regularly scheduled times. At each such time, all the money collected from the group is dispersed to one of the participants in the sou-sou. A different participant receives the dispersed amount each time until all members of the sou-sou have received the lump-sum payment. In the sou-sou at issue here, each participant contributed $200 each pay cycle, resulting in a lump sum payment of between $2,000 and $3,000. The City's conflicts of interest law prohibits a superior and a subordinate from entering into a financial relationship with each other. In a sou-sou, each member is, at one time or another, borrowing from or lending to other participants in the sou-sou. For a public servant to enter into a sou-sou with his or her supervisor or subordinate would therefore violate the City's conflicts of interest law. For this violation, the Assistant Director agreed to pay a $1,250 fine to the Board. *COIB v. N. Woods*, COIB Case No. 2012-880b (2013). The subordinate participants, all of whom were Associate Public Health Sanitarians, agreed to receive public warning letters. *COIB v. Batisyan*, COIB Case No. 2012-880 (2013); *COIB v. Belo-Osagie*, COIB Case No. 2012-880e (2013); *COIB v. Javed*, COIB Case No. 2012-880a

(2013); *COIB v. Lamarre*, COIB Case No. 2012-880f (2013); *COIB v. Omomoh*, COIB Case No. 2012-880g (2013); *COIB v. Russel*, COIB Case No. 2012-880d (2013). One subordinate participant, also an Associate Public Health Sanitarian, agreed to receive a public warning letter in which DOHMH did not participate. *COIB v. Ogubunka*, COIB Case No. 2012-880c (2013).

The Board fined a former New York City Department of Education ("DOE") Principal $2,500 for entering into a financial relationship with his DOE subordinate and for misusing City time and resources. The Principal admitted that, while he served as a Principal, he paid his subordinate, a Paraprofessional, at least $1,888.15 for working on projects related to his private music business, he met with his subordinate during his work hours to discuss his subordinate's work for his music business, and he used his City email account and telephone to work on his music business. *COIB v. W. Rodriguez*, COIB Case No. 2013-044 (2013). The Paraprofessional was fined $1,500 for accepting at least $1,888.15 from the Principal for working on projects related to the Principal's private music business and for doing that work during his City work hours using his City computer. *COIB v. M. Greene*, COIB Case No. 2013-044a (2013). Both the Principal and the Paraprofessional acknowledged that their conduct violated the City's conflicts of interest law, which prohibits a City employee from entering into any financial relationship with a superior or a subordinate and from using City time and resources for a personal, non-City purpose. *COIB v. W. Rodriguez*, COIB Case No. 2013-044; *COIB v. M. Greene*, COIB Case No. 2013-044a (2013).

The Board fined a New York Department of Housing Preservation and Development ("HPD") Administrative Staff Analyst $1,250 for entering into financial relationships with her subordinates. The Administrative Staff Analyst admitted that she participated in a sou-sou savings club with a number of her HPD subordinates. A sou-sou is an informal saving and loan club where members agree to contribute an equal monetary share at certain intervals to a common fund, forming a pool of money that is then dispersed as a lump sum payment to one designated member each round. The process repeats until everyone in the group receives the lump sum payment. The Administrative Staff Analyst acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a City employee from entering into any financial relationship with a superior or subordinate. *COIB v. Theodore*, COIB Case No. 2012-362 (2013).

The Board fined a New York City Human Resources Administration ("HRA") Principal Administrative Associate $1,400 for entering into financial relationships with her subordinates. The Principal Administrative Associate admitted that she participated in a sou-sou savings club among the staff in the HRA Office of Child Support Enforcement. The participants in the sou-sou included a number of the Principal Administrative Associate's HRA subordinates. A sou-sou is an informal saving and loan club where members agree to contribute an equal monetary share at certain intervals to a common fund, forming a pool of money that is then dispersed as a lump sum payment to one designated member each round. The process repeats until everyone in the group receives the lump sum payment. The Principal Administrative Associate also admitted that she solicited orders from and sold Avon products to a number of her HRA subordinates. The Principal Administrative Associate acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a City employee from entering into any financial relationship with a superior or subordinate. *COIB v. Findley*, COIB Case No. 2010-747 (2013).

The Board issued public warning letters to three New York City Department of Education employees for engaging in prohibited superior-subordinate financial relationships. First, the Board issued a public warning letter to an Assistant Principal who: (a) in 2007, loaned $1,000 to a Shop Teacher whom she supervised and in 2009 loaned that same Teacher $500; (b) in 2010, loaned $500 to a School Aide whom she supervised and in 2011 loaned that same School Aide $1,000; and (c) in 2012, loaned $500 to a Math Teacher whom she supervised. The Board also issued public warning letters to the School Aide and the Math Teacher. At the time of the issuance of the warning letters, all the loans had been repaid. *COIB v. De Louise*, COIB Case No. 2012-712 (2013); *COIB v. Butz*, COIB Case No. 2012-712b (2013); *COIB v. A. Colon*, COIB Case No. 2012-712c (2013). By contrast, the Shop Teacher, who necessitated the Board filing a Petition at the New York City Office of Administrative Trials and Hearings, paid a $250 fine to the Board. *COIB v. Piccirillo*, COIB Case No. 2012-712a (2013).

A Borough Supervisor (Custodians) for the New York City Department of Citywide Administrative Services ("DCAS") misused her position and City resources for personal gain. In a joint settlement of an agency disciplinary action and a Board enforcement action, the now former Borough Supervisor admitted she misused her position over DCAS employees who reported to her. Specifically, she regularly asked two subordinates to buy her lunch, borrowed at a total of at least $600 from six subordinates, and arranged for three subordinates to come to her home on the weekends to paint a bedroom, repair a leak in her sink, and clean her carpets using DCAS-owned equipment. She also admitted to misusing City resources by taking her grandchild to school in a DCAS vehicle. As a penalty, the Borough Supervisor agreed to irrevocably resign from DCAS, to never seek employment with any City agency in the future, and to forfeit $1,000 of accrued annual leave. *COIB v. Blackman*, COIB Case No. 2012-605 (2013).

The Board reached a settlement with a Director in the Corporate Support Services ("CSS") Division of the New York City Health and Hospitals Corporation ("HHC"), who paid a $1,750 fine to the Board. The Director admitted that she paid her subordinate, a CSS Institutional Aide, $100 to refinish the floors in her personal residence. The Director also admitted that the Institutional Aide and another HHC employee, a CSS Motor Vehicle Operator, delivered a floor stripping machine belonging to HHC to the Director's apartment during their City work hours for use on the floor refinishing project. The Director acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a City employee from entering into a financial relationship with his or her subordinate and from using City resources, such as equipment, for non-City purposes. *COIB v. E. Rodriguez*, COIB Case No. 2012-473a (2012).

A New York City Department of Parks and Recreation ("Parks") District Manager paid the Board a $1,750 fine for selling points for a Disney timeshare program and electronic equipment to subordinate Parks employees, in violation of the City's conflict of interest law provisions prohibiting City employees from misusing their positions for personal financial gain and from entering into financial relationships with their subordinates. In a public disposition of the Board's charges, the District Manager for Staten Island Parks admitted to selling points that he had accumulated from his membership in the Disney Vacation Club to three subordinate Parks Department employees. The subordinates each paid between $600 and $1,800 for the points, which they could use to stay at Disney properties. The District Manager also sold

electronic items, including a camera, X-box, and GPS devices, to two subordinates. *COIB v. Zerilli*, COIB Case No. 2012-329 (2012).

A former Assistant to the Chief Engineer in the Bureau of Engineering at the New York City Department of Sanitation ("DSNY") paid the Board a $7,500 fine for his multiple violations of the City of New York's conflicts of interest law. Also, in the first case of its kind since City voters approved, in November 2010, an amendment to the conflicts of interest law giving the Board the power to order the disgorgement of any gain or benefit obtained as a result a violation of the conflicts of interest law, the former Assistant paid the Board, in addition to the fine, the value of the benefit he received as a result of his violations. First, the former Assistant admitted that he referred a DSNY subordinate to an attorney to represent her in a personal injury lawsuit, for which referral the former Assistant received a fee, in the amount of $1,696.82. The former Assistant acknowledged that, in so doing, he violated the provisions of the City's conflicts of interest law that prohibit City employees from using their City positions to obtain a personal financial benefit and from entering into a business or financial relationship with a City superior or subordinate. Second, the former Assistant admitted that he performed work on his subordinate's personal injury lawsuit and on another compensated legal matter on City time and using City resources, including his DSNY office for meetings and his DSNY computer, telephone, and e-mail account. The former Assistant acknowledged that, in so doing, he violated the provisions of the City's conflicts of interest law that prohibit City employees from using City time or City resources for any non-City purpose, especially for any private business purpose. Finally, the former Assistant admitted that he provided to a private law firm, for a personal, non-City purpose, disciplinary complaints concerning a DSNY employee, which complaints included the employee's home address, date of birth, and Social Security number. The former Assistant acknowledged that, in so doing, he violated the provision of the City's conflicts of interest law that prohibits City employees from using information that is not otherwise available to the public for the public servant's own personal benefit or for the benefit of any person or firm associated with the public servant (including a parent, child, sibling, spouse, domestic partner, employer, or business associate) or to disclose confidential information obtained as a result of the public servant's official duties for any reason. For these violations, the former Assistant paid the Board a $7,500 fine as well as the value of the benefit he received as a result of the violations, namely the referral fee, in the amount of $1,696.82. *COIB v. S. Taylor*, COIB Case No. 2011-193 (2012).

A Principal for the New York City Department of Education ("DOE") paid a $3,500 fine for three violations of the City's conflicts of interest law. First, the Principal admitted that, in 2007, she met with the Director of a firm that had business dealings with her school to discuss expanding that firm's involvement at her school. The Principal recommended her sister for a position coordinating that firm's new program at the Principal's school. The Principal's sister was hired by the firm. The Principal acknowledged that, by recommending her sister for a position with a vendor to her school, she violated the City's conflicts of interest law provision prohibiting public servants from using their City positions to benefit themselves or a person or firm with which the public servant is "associated." The Principal was "associated" with her sister within the meaning of the City's conflicts of interest law. The Principal also admitted that, in December 2008, she paid a subordinate DOE employee $60 to prepare food on the subordinate's own time for a school Christmas party that the Principal hosted in her home. The

Principal acknowledged that, by having her City subordinate prepare food for a party that she was hosting, she used her City position to obtain a private benefit, and by paying her subordinate, she entered into a financial relationship with her, both in violation of the City's conflicts of interest law. *COIB v. Passarella*, COIB Case No. 2011-531 (2012).

An Assistant Principal for the New York City Department of Education paid the Board a $3,500 fine for entering into multiple financial relationships with a subordinate teacher. In a public disposition, the Assistant Principal admitted to buying a house from a teacher he supervised and then renting the house back to her and to borrowing a total of $7,000 from the same teacher. The Assistant Principal acknowledged that each of these financial dealings violated the City's conflicts of interest law provision prohibiting public servants from entering into a financial relationship with a subordinate. *COIB v. Thornton*, COIB Case No. 2010-479 (2012).

A Supervisor of Housekeeping for the New York City Health and Hospitals Corporation paid a $1,250 fine for running an informal savings and loan club, commonly known as a "sou-sou," among the housekeeping staff she supervised at Elmhurst Hospital Center. Each member of a sou-sou is, at one time or another, borrowing from or lending money to the other members. The City's conflicts of interest law prohibits City employees from having such a financial relationship with a superior or a subordinate. *COIB v. Rodriguez*, COIB Case No. 2010-541 (2012).

The Board concluded enforcement actions involving an informal savings and loan club, commonly known as a "sou-sou," among multiple workers at St. John's Recreation Center, a New York City Department of Parks and Recreation ("Parks") facility. The sou-sou here involved the Recreation Center's Manager, Deputy Manager, and several subordinate Parks employees. Each member of a sou-sou is, at one time or another, borrowing from or lending money to the other members. The City's conflicts of interest law prohibits City employees from having such a financial relationship with a superior or a subordinate. The Manager of the Recreation Center settled with the Board with her payment of a $1,250 fine and an admission, in a public disposition, to violating the City's conflicts of interest law. *COIB v. Diggs*, COIB Case No. 2010-335 (2011). Seven subordinate-level Parks employees accepted public warning letters (public admissions of a violation involving no fine) in resolution of the enforcement actions brought against them. *COIB v. A. Williams*, COIB Case No. 2010-335f (2011); *COIB v. Ricketts*, COIB Case No. 2010-335g (2011); *COIB v. Dockery*, COIB Case No. 2010-335h (2011); *COIB v. Serrano*, COIB Case No. 2010-335i (2011); *COIB v. Llopiz*, COIB Case No. 2010-335k (2011); *COIB v. Britt*, COIB Case No. 2010-335l (2011); *COIB v. Alston*, COIB Case No. 2010-335m (2011). After initiating formal proceedings at the New York City Office of Administrative Trials and Hearings ("OATH"), the Board entered into public settlements with four members of the sou-sou, including the Deputy Manager, who paid a $750 fine, and three subordinate Parks employees, each of whom accepted the imposition of a $250 fine. *COIB v. Llody McCrorey*, COIB Case No. 2010-335a (2011); *COIB v. Andrea Williams*, COIB Case No. 2010-335b (2012); *COIB v. James*, COIB Case No. 2010-335c (2012); *COIB v. Simms*, COIB Case No. 2010-335e (2012). The Board issued its Findings of Facts, Conclusions of Law, and Order imposing a $500 fine on a subordinate-level Parks employee following a full trial before OATH. Regarding the difference in the fines, in the Order the Board stated its position that the

adjudicated case "required a full hearing at OATH and the consequent expenditure of scarce government resources. To impose a fine on those who decline to settle that is only marginally higher than the fine imposed on a settling party in a comparable position would be contrary to the Board's policy of encouraging settlements." *COIB v. Hill*, OATH Index No. 2199/11, COIB Case No. 2010-335d (Order May 3, 2012).

The Board fined a former Locksmith for the New York City Health and Hospitals Corporation ("HHC") $1,750 for hiring a subordinate employee to perform work for his private business and for using a City computer to store documents related to the private business. The former Locksmith, who was also the owner of Custom Lock and Alarm, acknowledged that, on approximately ten occasions between November 9, 2008, and November 9, 2011, he hired a subordinate HHC Locksmith whom he supervised to perform work for Custom Lock and Alarm, for which work he paid the subordinate. The former Locksmith also admitted that, between April, 17, 2007, and May 18, 2011, he used an HHC computer to store seven business proposals for Custom Lock and Alarm. The former Locksmith admitted that his conduct violated City Charter § 2604(b)(14), which prohibits public servants from entering into financial relationships with subordinate public servants, and City Charter § 2604(b)(2), pursuant to Board Rules § 1-13(b), which prohibits City employees from using City resources for non-City activities, in particular any private business or outside employment. *COIB v. Tirado*, COIB Case No. 2012-151 (2012).

A Principal for the New York City Department of Education paid the Board a $1,500 fine for entering into a financial relationship with a subordinate City employee. In a joint settlement with the Board and DOE, the Principal admitted that, for four years, he paid $250 each year to a paraprofessional at his school to prepare the Principal's tax returns. The Principal acknowledged this practice violated the City's conflicts of interest law provision prohibiting public servants from entering into a financial relationship with a subordinate. *COIB v. Mattern*, COIB Case No. 2010-276 (2012).

The Board issued a public warning letter jointly with the New York City Department of Sanitation ("DSNY") to a DSNY District Superintendent assigned to DSNY Garage number BK-17 who accepted $800 from her subordinates at BK-17. The money had been collected by the BK-17 Shop Stewards for the purpose of enabling her to repair her personal vehicle, which had been scratched while at the BK-17 Garage; the District Superintendent did not initiate the collection or solicit the $800, and she agreed to return the $800. In the warning letter, the Board advised her that, by accepting an $800 gift from her subordinates, even a gift that was unsolicited, she used her City position as a supervisor to obtain a personal financial benefit in violation of City Charter § 2604(b)(3). *COIB v. Mooney*, COIB Case No. 2012-201 (2012).

The Board and the New York City Department of Finance, concluded a joint settlement with a Department of Finance employee who borrowed a total of $26,600 from several City colleagues, including $600 from a Sales Tax Auditor whom he indirectly supervised in the Sales Tax Unit where he worked as an Assistant Director. The loans, including the $600 to the subordinate, have, for the most part, been repaid. In a public disposition, the Assistant Director acknowledged that his conduct violated the Department of Finance Code of Conduct and that his receipt of a loan from a subordinate City employee also violated the City's conflicts of interest

law. As part of the settlement, the Assistant Director agreed to a demotion, resulting in an $8,000 reduction in annual salary. He also agreed to repay the amounts he still owes three of his Finance colleagues. *COIB v. Perotti*, COIB Case No. 2011-868 (2012).

The Board and the New York City Administration for Children's Services ("ACS") concluded a three-way settlement with a Supervising Special Officer I for the ACS Division of Youth and Family Justice who had a second job working as a representative for Primerica, a multi-level marketing company that sells primarily life insurance, along with other financial products. The Supervising Special Officer admitted that, at times when she was required to be performing work for the City, she attempted to sell and sold life insurance and other financial investments to her City subordinates and to fellow Sergeants, for which sales she earned a commission. The Supervising Special Officer acknowledged that her conduct violated the City of New York's conflicts of interest law, which prohibits a public servant from (a) using his or her City position for any personal benefit; (b) entering into a business or financial relationship with his or her City superior or subordinate; and (c) using City time for any non-City purpose. For this misconduct, the Supervising Special Officer agreed to be suspended for thirty calendar days without pay, valued at $3,926.67. *COIB v. C. Hines*, COIB Case No. 2011-664 (2012).

The Board issued its Findings of Facts, Conclusions of Law, and Order fining a Confidential Investigator for the New York City Department of Investigation ("DOI") $2,500 for, in 2009, selling his supervisor a laptop computer for $300. The Board's Order adopts the Report and Recommendation of New York City Office of Administrative Trials and Hearings ("OATH") Administrative Law Judge ("ALJ") Alessandra Zorgniotti, issued after a full trial on the merits. The Board found that the ALJ correctly determined that the Confidential Investigator sold his superior a laptop for $300 and that, in so doing, the Confidential Investigator violated the City of New York's conflicts of interest law, which prohibits a public servant from entering into any business or financial relationship with another public servant who is a superior or subordinate of such public servant. The purchase or sale of a computer is such a financial relationship prohibited by the conflicts of interest law. For this violation, the ALJ recommended, and the Board ordered, that the Confidential Investigator pay a fine of $2,500, which fine was set in consideration of two issues: first that, because of the Confidential Investigator's "employment and duties at DOI, he 'should be held to a higher standard because his job is to investigate conflicts of interest by City employees'"; and second that, during his testimony at OATH, the Confidential Investigator "made meritless assertions that his superiors lied and falsified documents in a conspiracy against him." *COIB v. Lugo*, OATH Index No. 2013/11, COIB Case No. 2010-842 (Order Jan. 30, 2012).

The Board issued a public warning letter to a former New York City Department of Education ("DOE") Parent Coordinator for having a position with a firm doing business with the DOE and for appearing before the DOE on behalf of the firm while employed at the DOE and during his first year of post-DOE employment. The former Parent Coordinator was employed by a firm as Program Director of an Afterschool Program at his school and, on behalf of the firm, he solicited other DOE schools to purchase the Program. The Afterschool Program was created to teach DOE students how to produce a magazine, for which the former Parent Coordinator obtained a trademark jointly with his DOE principal. The Parent Coordinator, his then DOE Principal, and the owner of the firm shared the trademark registration fee equally. During the

course of the investigation into these allegations by the Special Commissioner of Investigation, the Parent Coordinator resigned from the DOE. Within one year of leaving City service, the former Parent Coordinator continued to communicate with the DOE by soliciting two schools and, the following school year, by acting as an instructor of the Afterschool Program at one. The Board informed the former Parent Coordinator that his conduct violated the City's conflicts of interest law, which, among other things, prohibits a public servant from: (a) having a position with a firm engaged in business dealings with his or her City agency; (b) using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant; (c) having a financial relationship with one's City superior; (d) representing private interests before any City agency; and (e) appearing before his or her former agency within one year of terminating employment with that agency. In issuing the public warning letter, the Board took into consideration that the former Parent Coordinator's DOE superior knew and approved of his operating the Afterschool Program at his school; as a result of that approval, the former Parent Coordinator was unaware that his conduct violated the City's conflicts of interest law; the DOE cancelled the Afterschool Program at those DOE schools that had contracted with the firm; and the Board was satisfied that the former Parent Coordinator was unable to pay a fine. *COIB v. A. Johnson*, COIB Case No. 2010-289a (2011).

The Board fined the Director of the New Day Domestic Violence Shelter ("New Day") and the New Day Director of Social Services of the New York City Human Resources Administration ("HRA") $1,250 and $1,000, respectively, for participating in a "sou-sou" savings club that included their subordinates at New Day. The Board issued the two subordinates who participated in the sou-sou public warning letters for their respective involvement. A "sou-sou" is an informal savings club, in which the participants pay a certain amount of money at regularly scheduled intervals and, at each interval, all the money collected from the group is dispersed to one participant. The payment schedule continues until all members of the sou-sou have received a lump-sum payment. The New Day Director admitted that, in 2009, she participated in a sou-sou with three of her HRA subordinates at New Day, including the Director of Social Services. The New Day Director is the Director of Social Services' direct supervisor. The Director of Social Services admitted that she also participated in the 2009 sou-sou with her superior, the Director of New Day, and two of her subordinates, who are indirectly supervised by the New Day Director. The Director and Director of Social Services acknowledged that their conduct violated the City's conflicts of interest law, which prohibits a public servant from entering into any business or financial relationship with another public servant who is a superior or subordinate of such public servant. *COIB v. Hedrington*, COIB Case No. 2009-434 (2011); *COIB v. Barthelemy*, COIB Case No. 2009-434a (2011); *COIB v. Cespedes*, COIB Case No. 2009-434b (2011); *COIB v. Cintron*, COIB Case No. 2009-434c (2011).

The Board fined a New York City Department of Education ("DOE") Paraprofessional $1,250 for preparing the tax returns of her supervisor, an Assistant Principal, for years 2005 to 2007 inclusive, for which the Assistant Principal paid her approximately $250 per year. The Paraprofessional acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a subordinate from entering into a business or financial relationship with his or her superior. *COIB v. Ennis*, COIB Case No. 2010-276a (2011).

The Board concluded a settlement with a former Deputy Inspector General at the New York City Department of Investigation ("DOI") concerning his multiple violations of the City of New York's conflicts of interest law. The former Deputy Inspector General admitted that, in addition to working for DOI, he also worked as a representative for ACN. ACN is a multi-level marketing company in which ACN representatives sell a variety of telecommunications products and services – such as videophones, digital phone service, and high-speed internet service – directly to consumers, for which sales they earn a commission, as well as earning a percentage of the commission earned by representatives whom they sign up to work for ACN. The former Deputy Inspector General admitted that, at times he was required to be working for DOI, he had multiple conversations with his subordinates about ACN, in an effort to get them to purchase an ACN videophone or to become an ACN representative. As part of his ACN-related marketing efforts, the Deputy Inspector General used a DOI computer to show a subordinate the ACN website and used DOI IT resources in order to demonstrate to his subordinates how an ACN videophone worked. He also used his DOI computer and DOI e-mail account to send five e-mails to his DOI subordinate about ACN. The former Inspector General acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant; prohibits a public servant from using City resources, such as a City computer or other IT resources or the public servant's City e-mail account, for non-City purposes; and prohibits using City time for non-City purposes. The former Deputy Inspector General also admitted that he purchased a laptop computer from his DOI subordinate for $300. The former Deputy Inspector General acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from entering into a business or financial relationship, which would include the sale of an item greater than $25, with the public servant's City superior or subordinate. For his misconduct, the former Deputy Inspector General was removed by DOI from that position and transferred out of the investigative division to an administrative unit. In his new position, his salary was reduced by $15,000 and he has no supervisory responsibility. The former Deputy Inspector General was also removed by DOI from its peace officer program. In consideration of these agency-imposed penalties, the Board did not impose any separate fine. *COIB v. Jordan*, COIB Case No. 2010-842 (2011).

The Board issued its Findings of Facts, Conclusions of Law, and Order fining a Lieutenant in the Emergency Medical Service ("EMS") in the New York City Fire Department ("FDNY") $2,500 for borrowing $3,000 from her subordinate, an FDNY Emergency Medical Technician. The Board's Order adopted in substantial part the Report and Recommendation of the Office of Administrative Trials and Hearings ("OATH"), issued after a full trial before Administrative Law Judge ("ALJ") Faye Lewis. The Board found that the ALJ correctly determined that the EMS Lieutenant accepted a $3,000 loan from her subordinate in 2005, which she did not pay it back for five years, until 2010, after she was interviewed by the New York City Department of Investigation regarding these allegations. The ALJ found, and the Board adopted as its own findings, that the Lieutenant's conduct violated the City's conflicts of interest law, which prohibits a public servant from entering into any business or financial relationship, such as giving or receiving a loan, with another public servant who is a superior or subordinate

of such public servant. For this violation, the ALJ recommended, and the Board ordered, that the Lieutenant pay a fine of $2,500, even though the Lieutenant had repaid the loan prior to the commencement of the Board's enforcement action. *COIB v. Paige*, OATH Index No. 605/11, COIB Case No. 2010-439 (Order Mar. 17, 2011).

The Board and the New York City Department of Education ("DOE") concluded a three-way settlement with an Assistant Principal who agreed to irrevocably resign from DOE and to not seek future employment with DOE for attempting to sell and selling pocketbooks to her DOE subordinates and borrowing money from one of those subordinates. The Assistant Principal acknowledged that she invited several subordinates to a "pocketbook party" she was hosting at her home on October 30, 2009, for which, as host, the Assistant Principal would receive free pocketbooks. The Assistant Principal acknowledged that she sold a pocketbook to one subordinate during the pocketbook party. The Assistant Principal also acknowledged that, in June 2009, she solicited and obtained a $300 loan from a subordinate. The Assistant Principal admitted that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, and from entering into any business or financial relationship with another public servant who is a superior or subordinate of such public servant. *COIB v. Walker*, COIB Case No. 2010-165 (2011).

The Board fined the Brooklyn Borough President $2,000 and his Chief of Staff, his direct subordinate at the Brooklyn Borough President's Office, $1,100 for the legal representation provided by the Chief of Staff and his law firm to the Borough President in connection with the Borough President's purchase of a house. As both the Borough President and his Chief of Staff admitted, in 2009, the Borough President sought to purchase a house and spoke to his Chief of Staff, an attorney, for a recommendation for legal representation. The Chief of Staff recommended an attorney who works at the law firm owned by the Chief of Staff and that attorney proceeded to represent the Borough President in the name of the firm. That attorney gave birth approximately three weeks prior to the closing on the house so the Chief of Staff personally represented the Borough President at the closing. The Chief of Staff was not compensated for handling the closing, and the attorney at his law firm did not bill the Borough President for her legal work until after the New York City Department of Investigation conducted interviews in this matter. The Borough President and his Chief of Staff both acknowledged that their conduct violated the City's conflicts of interest law, which prohibits a public servant from entering into a business or financial relationship with the public servant's superior or subordinate. The Board has previously stated, in its Advisory Opinion No. 92-28, that a public servant's provision of legal representation to a superior or subordinate, even if not compensated and even if the superior and subordinate are personal friends, would be a violation of this provision of the City's conflicts of interest law. *COIB v. Markowitz*, COIB Case No. 2009-849 (2011); *COIB v. Scissura*, COIB Case No. 2009-849a (2011).

The Board and the New York City Department of Housing Preservation and Development ("HPD") concluded a three-way settlement with an Associate Staff Analyst who agreed to irrevocably resign from HPD for entering into a prohibited financial relationship with her subordinate, an HPD Community Assistant. The Associate Staff Analyst acknowledged that,

from 2005 through January 15, 2010, her subordinate rented an apartment from her fiancé, who lived with the Associate Staff Analyst and shared household expenses during the entire time that her subordinate rented the apartment. The Associate Staff Analyst acknowledged that she assumed the role of a landlord with regard to the apartment being rented to her subordinate by co-signing her subordinate's lease along with her live-in fiancé and her subordinate, accepting the monthly rent payments from her subordinate while at HPD, and dealing directly with her subordinate concerning any issues her subordinate had with the apartment. The Associate Staff Analyst admitted that her conduct violated the City's conflicts of interest law, which prohibits a public servant from entering into any business or financial relationship with another public servant who is a superior or subordinate of such public servant. The Board issued the subordinate Community Assistant a public warning letter. *COIB v. M. Acevedo*, COIB Case No. 2010-126 (2010); *COIB v. D. Alvarez*, COIB Case No. 2010-126a (2010).

The Board fined a former Telecommunications and Vehicle Coordinator for the New York City Housing Authority ("NYCHA") $900 for soliciting and obtaining loans totaling $300 from two superiors. The former Telecommunications and Vehicle Coordinator also acknowledged that he misappropriated $503 from NYCHA's petty cash fund by altering the dollar amount on two vouchers and receipts that were submitted for reimbursement and keeping not only the difference between the correct amount and the altered amount ($110) but also the $393 he should have reimbursed to the NYCHA employee. The former Telecommunications and Vehicle Coordinator admitted that he violated the City's conflicts of interest law, which: (a) prohibits a public servant from entering into any business or financial relationship with another public servant who is a superior or subordinate of such public servant; (b) prohibits a public servant from using or attempting to use his or her position to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant; and (c) prohibits a public servant from using City resources, such as City money, for any non-City purpose. In setting the amount of the fine, the Board took into consideration the former Telecommunications and Vehicle Coordinator's financial hardship and that he had been suspended for 30 days without pay by NYCHA, valued at $3,890. *COIB v. Chabot*, COIB Case No. 2010-067 (2010).

The Board and the New York City Department of Health and Mental Hygiene ("DOHMH") concluded a three-way settlement with a Principal Administrative Associate in the DOHMH Bureau of Vital Statistics who paid a $2,500 fine to DOHMH for, at times when she was supposed to be doing work for DOHMH, using a City computer and her DOHMH e-mail account to sell Avon products, including to several of her DOHMH subordinates. The Principal Administrative Associate acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using City time or City resources to pursue private activities and prohibits a superior from entering into a financial relationship with his or her subordinate, which would include selling anything to one's subordinate. *COIB v. Simpkins*, COIB Case No. 2010-424 (2010).

The Board and the New York City Department of Homeless Services ("DHS") concluded a three-way settlement with a DHS Special Officer who was suspended by DHS for thirty days without pay, which has the approximate value of $4,884, for soliciting and obtaining personal loans from several of his subordinates. The Special Officer admitted that, in 2008, he solicited

and obtained loans ranging from $25 to $100 from six of his subordinates. The Special Officer acknowledged that he also solicited loans from two other subordinates, who refused to provide him with a loan. The Special Officer admitted that he violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, and from entering into any business or financial relationship with another public servant who is a superior or subordinate of such public servant. *COIB v. Jul. Williams*, COIB Case No. 2009-813 (2010).

The Board fined a former Principal for the New York City Department of Education $3,000 for supervising his live-in girlfriend, the Assistant Principal at his school, for one year and eight months. The former Principal acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from entering into a financial relationship – such as cohabitation – with one's superior or subordinate and from using or attempting to use one's City position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant. By living with the Assistant Principal, the former Principal was "associated" with her within the meaning of the City's conflicts of interest law. In a separate settlement agreement with the Board, the Assistant Principal admitted that she had violated the City's conflicts of interest law, which prohibits a public servant from entering into a financial relationship with one's superior or subordinate, for which she was fined $1,250. *COIB v. Piazza*, COIB Case No. 2010-077 (2010); *COIB v. Cid*, COIB Case No. 2010-077a (2010).

The Board fined a Community Assistant for the New York City Department of Records and Information Services ("DORIS") $1,000 for borrowing money from two of her DORIS subordinates. The Community Assistant admitted that, while working as a Warehouse Supervisor at DORIS, she solicited and received a $560 loan from a Stockworker, who used his credit card to make a $560 purchase on her behalf. The Community Assistant admitted that it took her three months to repay the Stockworker and, even then, she did not reimburse him for the finance charges that had accrued on his credit card because of her purchase. She further admitted that she borrowed $100 in cash from another one of her DORIS subordinates, which money she repaid the next day. The Community Assistant acknowledged that her conduct violated the City's conflicts of interest law, which prohibits public servants from entering into a financial relationship with a superior or subordinate City employee. *COIB v. F. Roberts*, COIB Case No. 2008-562 (2010).

The Board fined a former Supervisor of Child Care at the New York City Administration for Children's Services ("ACS") $500 for his multiple violations of the City's conflicts of interest law, a fine that was reduced from $3,000 because of the Supervisor's demonstrated financial hardship. First, the former Supervisor of Child Care admitted that he requested and received a loan from a temporary employee who was working at ACS as a Children's Counselor under his direct supervision. The Children's Counselor made the loan by purchasing a laptop computer on behalf of the Supervisor using her personal credit card, which loan the Supervisor repaid over the next eight months. The former Supervisor of Child Care acknowledged that he thereby violated the City's conflicts of interest law, which prohibits a public servant from using

his City position for private financial gain. Second, the former Supervisor of Child Care admitted that he stored on his ACS computer a copy of a book that he intended to sell for a profit. The former Supervisor acknowledged that he thereby violated the City's conflicts of interest law, which prohibits a public servant from using City resources, such as a computer, for any non-City purpose, in particular for any private business or secondary employment. Third, the former Supervisor of Child Care admitted that he had solicited the sale and sold a copy of that book to at least one Children's Counselor who was his subordinate. The former Supervisor acknowledged that he thereby violated the City's conflicts of interest law, which prohibits a public servant from entering into a business or financial relationship with the superior or subordinate of that public servant. In Advisory Opinion No. 98-12, the Board stated that, while public servants may sell items, such as a book, to their peers, the sale of any item by a superior to a subordinate is prohibited by Chapter 68. *COIB v. Avinger*, COIB Case No. 2009-312 (2010).

The Board fined a former Deputy Commissioner for the New York City Department of Information Technology and Telecommunications ("DoITT") who was the General Manager and President of DoITT's media and television divisions, including NYC-TV, $5,000 for his multiple violations of Chapter 68 of the New York City Charter, the City's conflicts of interest law. First, the former General Manager acknowledged that he directed an information technology assistant from a private temporary employment agency to perform personal tasks for him at times the assistant should have been performing services for DoITT. Specifically, the former General Manager asked the information technology assistant to purchase Mac Books and software at the Apple store in SoHo for use, in part, for his private business, to purchase wireless cards for his personal use, to configure his personal Blackberry, and travel to his home to configure both his personal and DoITT computer equipment. The former General Manager also acknowledged that he improperly used equipment purchased by DoITT specifically for his use at home on DoITT business. He acknowledged employing the equipment for his personal use and using his City computer in connection with his proposed consulting work for an international media and publishing company and for his work on a private film, despite having received written advice from the Board that he could not use any City resources in connection with the private film. The former General Manager admitted that in so doing he violated the City of New York's conflicts of interest law, which prohibits the use of City resources – including City personnel, computers, and other equipment – for any non-City purpose and prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant. Second, the former General Manager further acknowledged that he invited two of his NYC-TV subordinates, an NYC-TV Senior Producer and the NYC-TV Director of Post-Production/Graphic Art, to work on the private film with him, for which work they were compensated. The former General Manager admitted that by working in a private enterprise, namely the private film, with two of his City subordinates, he violated the City of New York's conflicts of interest law, which prohibits a public servant from entering into a financial relationship with his or her superior or subordinate. Third, the former General Manager acknowledged that he participated in developing a proposal with two of his NYC-TV subordinates – the NYC-TV Director of Post-Production/Graphic Art mentioned above and an NYC-TV technician – for the purpose of providing consulting services to an international media and publishing company. His two NYC-TV subordinates were to be the "Associates" of this yet-to-be-formed consulting firm. The consulting firm was never incorporated and never

performed any services. Nonetheless, the former General Manager admitted that by creating and submitting a business proposal with two of his NYC-TV subordinates, he violated the City of New York's conflicts of interest law, which prohibits a public servant from entering into a financial relationship with his or her superior or subordinate. The Board issued warning letters to the former General Manager's three subordinates for their violations of the City's conflicts of interest law for entering into prohibited financial relationships with their superior. *COIB v. Wierson*, COIB Case No. 2009-226a (2010); *COIB v. Atiya*, COIB Case No. 2009-226f (2010); *COIB v. Hunkele*, COIB Case No. 2009-226e (2010); *COIB v. LeBreton*, COIB Case No. 2009d (2010).

The Board fined a former Child Protective Manager for the New York City Administration for Children's Services $1,000 for obtaining a $13,000 loan from one of her subordinates, which she fully repaid within two months of the loan. The former Child Protective Manager admitted that her conduct violated the City's conflicts of interest law, which prohibits a public servant from entering into any business or financial relationship with another public servant who is a superior or subordinate of such public servant. In setting the amount of the fine, the Board took into consideration the former Child Protective Manager's demonstrated financial hardship and that she repaid the loan within a short period of time. *COIB v. Wright*, COIB Case No. 2009-351 (2009).

The Board and the New York City Fire Department ("FDNY") concluded a three-way settlement with a Lieutenant in the Emergency Medical Service ("EMS") who, in 2004, borrowed $1,500 from her subordinate, an FDNY Emergency Medical Technician. The FDNY EMS Lieutenant admitted that, by borrowing money from her subordinate, she violated the City's conflicts of interest law, which prohibits a public servant from entering into any business or financial relationship with another public servant who is a superior or subordinate of such public servant. In resolution of this violation, the FDNY EMS Lieutenant agreed to be suspended by FDNY for five days, valued at $1,136, and to repay her subordinate in full, which she did. *COIB v. Paige*, COIB Case No. 2009-391 (2009).

The Board issued public warning letters to a Department of Education ("DOE") Principal and a School Aide for entering into a loan arrangement with each other. The Principal loaned $4,750 to a School Aide at his school after the School Aide's direct supervisor informed the Principal that the School Aide was facing a personal financial emergency and asked the Principal if he could assist the School Aide. The School Aide accepted a loan of $4,750 from the Principal and promptly began repaying the loan. While not pursuing further enforcement action, the Board took the opportunity of these public warning letters to remind public servants that Chapter 68 of the City Charter prohibits public servants from having any business or financial relationship, which includes a personal loan, with their superiors or subordinates. *COIB v. Lepore*, COIB Case No. 2009-199 (2009); *COIB v. DeJesus*, COIB Case No. 2009-199a (2009).

The Board and the New York City Department of Homeless Services ("DHS") concluded a three-way settlement with a DHS Senior Special Officer who was fined five days' pay, valued at $870, by DHS for soliciting and selling Avon products to several of her subordinates. The Senior Special Officer acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from entering into a financial relationship with his or her subordinate. *COIB v. Watts*, COIB Case No. 2009-381 (2009).

The Board and the New York City Department of Education ("DOE") concluded a three-way settlement with a DOE Principal who paid a total fine of $7,500 for, among other things, intertwining the operations of his not-for-profit organization with those of his school, despite having received written instructions from the Board that the City's conflicts of interest law prohibits such conduct. The Principal of the Institute for Collaborative Education in Manhattan (P.S. 407M) admitted that in September 1998 the Board granted him a waiver of the Chapter 68 provision that prohibits City employees from having a position with a firm that has business dealings with the City. This waiver allowed him to continue working as the paid Executive Director of his not-for-profit organization while it received funding from multiple City agencies, but not from DOE. The Principal acknowledged that the Board notified him in its September 1998 waiver letter that under Chapter 68 he may not use his official DOE position or title to obtain any private advantage for the not-for-profit organization or its clients and he may not use DOE equipment, letterhead, personnel, or any other City resources in connection with this work. The Principal admitted that, notwithstanding the terms of the Board's waiver, his organization engaged in business dealings with DOE; he used his position as Principal to help a client of the not-for-profit get a job at P.S. 407M; and he intertwined the not-for-profit's operations with those of P.S. 407M, including using the school's phone numbers and mailing address for the organization. The Principal further admitted that he hired two of his DOE subordinates to work for him at his not-for-profit, including one to work as his personal assistant, and that he knew that neither DOE employee had obtained the necessary waiver from the Board to allow them to moonlight with a firm that does business with the City. He admitted that by doing so he caused these DOE subordinates to violate the Chapter 68 restriction on moonlighting with a firm engaged in business dealings with the City. The Principal acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from entering into a financial relationship with a superior or subordinate City employee and from knowingly inducing or causing another public servant to engage in conduct that violates any provision of Chapter 68. The Principal paid a $6,000 fine to the Board and $1,500 in restitution to DOE, for a total financial penalty of $7,500. The amount of the fine reflects that the Board previously advised the Principal, in writing, that the City's conflicts of interest law prohibits nearly all of the aforementioned conduct, yet he heeded almost none of the Board's advice. *COIB v. Pettinato*, COIB Case No. 2008-911 (2009).

The Board issued its Findings of Facts, Conclusions of Law, and Order fining a Police Captain for the NYC Human Resources Administration ("HRA") $1,500 for using his City position to obtain a personal benefit from three subordinate officers and then entering into financial relationships with each of the officers. The Board's Order adopts in substantial part the Report and Recommendation of the Office of Administrative Trials and Hearings ("OATH"), issued after a full trial before Administrative Law Judge ("ALJ") Julio Rodriguez. The Board found that the ALJ correctly determined that the HRA Police Captain solicited and hired three of his then subordinates to work for him and his video production company at a private fashion show. The Board found that the HRA Police Captain used his City position to solicit his subordinates to work at the fashion show, which work benefitted the Captain and his company. Although the HRA Police Captain promised to pay each subordinate $60 for their work at the show, he did not pay them until several months after they performed the work for him and after they had made repeated requests for payment. The ALJ found, and the Board adopted as its own

findings, that the HRA Police Captain's conduct violated the City's conflicts of interest law, which prohibits a public servant from using his or her City position for private financial gain *and* from entering into a business or financial relationship with a subordinate public servant. The Board rejected the recommended fine of $750 and instead determined that a $1,500 fine is the appropriate penalty. In setting the amount of the fine, the Board took into consideration that this case "required a full trial at OATH and the consequent expenditure of scarce government resources, and that there was no acceptance of responsibility by Respondent." The Board noted its policy of encouraging settlements, which it uses as opportunities for violators to accept personal responsibility for violating the City's conflicts of interest law and as educational tools to help prevent future violations. *COIB v. D. Williams*, OATH Index No. 2135/08, COIB Case No. 2006-045 (Order Nov. 5, 2009).

The Board fined the former Senior Vice President of the South Manhattan Health Care Network and Executive Director of the Bellevue Hospital Center ("Bellevue"), a facility of the New York City Health and Hospital Corporation ("HHC"), $12,500 for his multiple violations of Chapter 68 of the New York City Charter, the City's conflicts of interest law, and Section 12-110 of the New York City Administrative Code, the City's financial disclosure law. Among those violations, the former Executive Director acknowledged that he hired two of his Bellevue subordinates to work at his wedding in 2004 for pay. The former Executive Director admitted that in so doing he violated the City's conflicts of interest law, which prohibits a public servant from entering into a financial relationship with his or her superior or subordinate. *COIB v. Perez*, COIB Case No. 2004-220 (2009).

The Board fined a former Assistant Principal for the New York City Department of Education ("DOE") $1,000 for entering into a financial relationship with five of her DOE subordinates by participating in a "sou-sou" savings club with them. The Board also issued the five subordinate DOE employees public warning letters for their respective involvement in a financial relationship with a superior. According to the terms of the sou-sou, the participants agreed that they would each contribute $200 every pay period and one participant would receive all the money contributed for that pay period ($1,600 total, as two of the participants were not DOE employees). In a public Disposition, the former Assistant Pr2009-incipal admitted that, after she received her $1,600 payout, she failed to contribute her final payment to the sou-sou. The former Assistant Principal acknowledged that her conduct violated the City's conflicts of interest law, which prohibits public servants from entering into a financial relationship with a superior or subordinate City employee. While not pursuing further enforcement action against the subordinate DOE employees, the Board took the opportunity of these public warning letters to remind public servants that a "sou-sou" or other informal savings club is a "financial relationship" within the meaning of the City's conflicts of interest law and that such a financial relationship between superiors and subordinates is prohibited, regardless of whether they fulfill all of their financial obligations to the sou-sou. *COIB v. Maslin*, COIB Case No. 2008-531; *COIB v. P. Trotman*, COIB Case No. 2008-531a (2009); *COIB v. Ighadaro*, COIB Case No. 2008-531b, (2009); *COIB v. Green*, COIB Case No. 2008-531c (2009); *COIB v. Alleyne*, COIB Case No. 2008-531d (2009); *COIB v. Ra*, COIB Case No. 2008-531e (2009).

The Board issued a public disposition against a New York City Department of Transportation ("DOT") Floor Supervisor, who was suspended by DOT for fifteen days, valued

at $1,644, for borrowing $660 from his DOT subordinate, a Maintenance Service Worker. In light of the suspension by DOT, the Board did not impose its own separate penalty. The DOT Floor Supervisor acknowledged that he violated the City's conflicts of interest law, which prohibits a public servant from having a financial relationship with his or her superior or subordinate. The Board issued the DOT Maintenance Service Worker a public warning letter. *COIB v. Baksh*, COIB Case No. 2008-802 (2009); *COIB v. Singh*, COIB Case No. 2008-802a (2009).

The Board and the New York City Department of Citywide Administrative Services ("DCAS") concluded a three-way settlement with a DCAS Senior Special Officer who was suspended for fifteen days by DCAS, valued at $2,999.40, and forfeited ten days of annual leave, valued at $1,993.60, for a total financial penalty of $4,984, for using his position to obtain a $4,600 loan from his DCAS subordinate, a City Security Aide. The Senior Special Officer repaid the Security Aide only after he was interviewed by the New York City Department of Investigation ("DOI") about this matter. The DCAS Senior Special Officer acknowledged that his conduct violated the City of New York's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant and prohibits a public servant from entering into any business or financial relationship with another public servant who is a superior or subordinate of such public servant. *COIB v. Campbell*, COIB Case No. 2009-122 (2009).

The Board fined a Deputy Chief Administrative Law Judge ("ALJ") at the Parking Violations Bureau for the New York City Department of Finance $1,450 for accepting free legal representation from his subordinate, a business relationship prohibited by Chapter 68 of the New York City Charter. The Deputy Chief ALJ acknowledged that he was the superior of an ALJ in the Parking Violations Bureau who provided the Deputy Chief ALJ with free legal representation, from the winter of 2006 through the summer of 2007, in connection with his divorce, which representation included the ALJ's attendance at two meetings at the office of the attorney of the Deputy Chief ALJ's wife and the ALJ's designation as the individual to receive and review a draft settlement agreement to be prepared by the Deputy Chief ALJ's wife's attorney. The Deputy Chief ALJ acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from entering into a business or financial relationship with the public servant's superior or subordinate. The Board has previously stated, in its Advisory Opinion No. 92-28, that a public servant's provision of legal representation to a superior or subordinate, even if not compensated and even if the superior and subordinate are personal friends, would be a violation of this provision of the City's conflicts of interest law. *COIB v. Keeney*, COIB Case No. 2007-565 (2009).

The Board issued public warning letters to a Department of Education ("DOE") Principal and teacher for entering into a loan arrangement with each other. The Principal loaned $500 to a teacher at his school because the teacher did not receive a paycheck from DOE for his first two weeks of work, which the teacher had still not repaid to the Principal. While not pursuing further enforcement action, the Board took the opportunity of these public warning letters to remind public servants that Chapter 68 of the City Charter prohibits public servants from having any business or financial relationship, such as a loan, with a superior or subordinate who is also a

public servant. *COIB v. Laub*, COIB Case No. 2009-026 (2009); *COIB v. Reyes*, COIB Case No. 2009-026a (2009).

The Board fined a New York City Department of Education School Food Manager $600 for selling Avon products to her subordinates. The School Food Manager acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from entering into a business or financial relationship with the public servant's superior or subordinate. The Board has previously stated, in its Advisory Opinion No. 98-12, that while public servants may sell items, such as Avon products, to their peers, the sale of any item by a superior to a subordinate is prohibited by the City's conflicts of interest law. *COIB v. M. Hahn*, COIB Case No. 2008-929 (2009).

The Board fined an Administrative Law Judge ("ALJ") at the Parking Violations Bureau for the New York City Department of Finance $750 for providing free legal representation to his supervisor, a business relationship prohibited by Chapter 68 of the New York City Charter. The ALJ acknowledged that he was the subordinate of the Deputy Chief ALJ in the Parking Violations Bureau and that, from the winter of 2006 through the summer of 2007, he provided free legal representation to the Deputy Chief ALJ in connection with his divorce, which included the ALJ's attendance at two meetings at the office of the attorney of the Deputy Chief ALJ's wife and the ALJ's designation as the individual to receive and review a draft settlement agreement to be prepared by the Deputy Chief ALJ's wife's attorney. The ALJ acknowledged that his conduct violated the City of New York's conflicts of interest law, which prohibits a public servant from entering into a business or financial relationship with the public servant's superior or subordinate. The Board has previously stated, in its Advisory Opinion No. 92-28, that a public servant's provision of legal representation to a superior or subordinate, even if not compensated and even if the superior and subordinate are personal friends, would be a violation of this provision of the City's conflicts of interest law. *COIB v. Horowitz*, COIB Case No. 2007-565a (2009).

The Board and the New York City Department of Environmental Protection ("DEP") concluded a three-way settlement in which a DEP Instrumentation Specialist was suspended by DEP for thirty days, valued at $4,826, for entering into a prohibited financial relationship with his DEP superior. The DEP Instrumentation Specialist admitted that he sold a handgun to his DEP superior and that, as part of that sale, he used a DEP fax machine. The Instrumentation Specialist acknowledged that this conduct violated the City's conflicts of interest law, which prohibits any public servant from entering into a financial relationship with his superior or subordinate and from using City resources for such a non-City purpose. *COIB v. Geraghty*, COIB Case No. 2008-368a (2009).

The Board fined a Supervisor for the New York City Administration for Children's Services ("ACS") $500 for, from March to October 2006, participating in a "sou-sou" in which three of her ACS subordinates also participated. A "sou-sou" is an informal savings club, in which the participants pay a certain amount of money to the sou-sou coordinator at regularly scheduled times. At each such time, all the money collected from the group is dispersed to one of the participants in the sou-sou. A different participant receives the dispersed amount each time until all members of the sou-sou have received the lump-sum payment. Prior to the Supervisor's participation in the sou-sou savings club with her subordinates, the Board had

issued its Advisory Opinion No. 2004-02, which states that it would be a violation of the conflicts of interest law for any public servant to enter into any sou-sou savings club with his or her superior or subordinate. The Supervisor acknowledged that by participating in this sou-sou savings club with her subordinates, she violated the City's conflicts of interest law, which prohibits a public servant from entering into a business or financial relationship with his or her superior or subordinate. This is the Board's first public disposition enforcing its decision in Advisory Opinion No. 2004-02, a factor that was taken into account by the Board in assessing the fine. *COIB v. Leigh*, COIB Case No. 2006-640 (2009).

The Board fined a New York City Parks and Recreation Chief of Operations for Prospect Park $1,000 for obtaining a $5,000 loan from a subordinate. The Chief of Operations admitted that her conduct violated the City's conflicts of interest law, which prohibits a public servant from entering into any business or financial relationship with another public servant who is a superior or subordinate of such public servant. *COIB v. Pittari*, COIB Case No. 2008-077 (2008).

The Board issued a public warning letter to Supervisor of the District 14 Parade Grounds at the New York City Department of Parks and Recreation for lending $5,000 to her supervisor, the Chief of Operations. While not pursuing further enforcement action, the Board took the opportunity of this public warning letter to remind public servants that Chapter 68 of the City Charter prohibits a public servant from entering into any business or financial relationship with another public servant who is a superior or subordinate of such public servant. *COIB v. LeGall*, COIB Case No. 2008-077a (2008).

The Board and the New York City Department of Sanitation ("DSNY") concluded a three-way settlement in which a DSNY Medical Records Librarian was fined $250 by the Board and suspended for 3 days by DSNY, valued at $561, for using her position to obtain loans from two DSNY subordinates. The Medical Records Librarian acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant and prohibits a public servant from entering into any business or financial relationship with another public servant who is a superior or subordinate of such public servant. *COIB v. Geddes*, COIB Case No. 2008-122 (2008).

The Board fined a former Captain of the New York City Police Department ("NYPD") $5,000 for using six subordinates to perform remodeling and landscaping work on his private residence. The former NYPD Captain acknowledged that, from in or around 2002 through 2003, he asked six NYPD subordinates to perform remodeling and landscaping work around his home and compensated some of those subordinates for their work. The former NYPD Captain acknowledged that this conduct violated the City's conflicts of interest law, which: (a) prohibits a public servant from using or attempting to use his or her position to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant; and (b) prohibits a public servant from entering into any business or financial relationship with another public servant who is a superior or subordinate of such public servant. In setting the amount of the fine, the Board took into consideration that the former NYPD Captain forfeited terminal leave valued at

approximately $37,000 as a result of departmental charges pending against him at the time of his retirement, which charges arose, in part, out of the same facts recited above. *COIB v. Byrne*, COIB Case No. 2005-243 (2008).

The Board fined a former Principal for the New York City Department of Education ("DOE") $2,500 for supervising her live-in boyfriend as the Technology Coordinator at her school for five months and for using, one weekend day, three of her DOE subordinates to assist her in moving her personal belongings to her new residence. The former Principal acknowledged that this conduct violated that City's conflicts of interest law, which prohibits a public servant from entering into a financial relationship – such as cohabitation – with one's superior or subordinate, and from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant. *COIB v. Montemarano*, COIB Case No. 2007-015 (2008).

The Board fined a Technology Coordinator for the New York City Department of Education $1,500 for applying for and accepting a position at the school where his live-in girlfriend was the Principal and, for five months, for working at that school under her supervision. The Technology Coordinator acknowledged that this conduct violated that City's conflicts of interest law, which prohibits a public servant from entering into a financial relationship – such as cohabitation – with one's superior or subordinate. *COIB v. Klein*, COIB Case No. 2007-015c (2008).

The Board fined two Lieutenants of the New York City Police Department ("NYPD") and a retired NYPD Police Officer $500 each for entering into prohibited superior-subordinate financial relationships. The NYPD Lieutenants and the retired Police Officer all admitted that in 2004, the then-active Police Officer sold cars to each of his two superior Lieutenants, for which cars the Lieutenants paid the Police Officer $1,000 and $1,500. The NYPD Lieutenants and Police Officer acknowledged that this conduct violated the City's conflicts of interest law, which prohibits any public servant from entering into a financial relationship with his or her superior or subordinate. *COIB v. Lemkin*, COIB Case No. 2004-746 (2008), *COIB v. Renna*, COIB Case No. 2004-746a (2008), and *COIB v. Schneider*, COIB Case No. 2004-746b (2008).

The Board fined the former Director of the Call Center for the New York City Department of Health and Mental Hygiene ("DOHMH") $7,500 for, among other things, hiring a subordinate DOHMH employee to perform work for a not-for-profit organization for which she served as a member and Vice-Chair of the Board of Directors and for directing her subordinate to perform some of that work on City time. The former Director acknowledged that, in addition to her DOHMH position, she also served, since 1998, as an unpaid Member and Vice-Chair of the Board of Directors of the not-for-profit organization and in that capacity had often functioned as the organization's *de facto* (although unpaid) Executive Director. The former Director acknowledged that she had hired a DOHMH employee under her supervision to perform work for the organization, that she had communicated with that DOHMH employee concerning his work for the organization on City time using her DOHMH computer and e-mail account, and that, in one instance, she had directed that DOHMH employee to go to the organization's office to perform work there, while he was on City time. The former Director acknowledged that this

conduct violated the conflicts of interest law's prohibitions against a public servant entering into a financial relationship with his or her superior or subordinate and against a public servant soliciting, requesting, or commanding another public servant to engage in conduct that violates the conflicts of interest law. *COIB v. Harmon*, COIB Case No. 2008-025 (2008).

The Board and the New York City Administration for Children's Services ("ACS") concluded two three-way settlements with an ACS Child Protective Specialist Supervisor II, who suspended for 21 days without pay, valued at $3,872, and her subordinate, an ACS Child Protective Specialist II, who was suspended for 30 days without pay, valued at $4,151, for starting a janitorial business with each other. The ACS Child Protective Specialist Supervisor II and the ACS Child Protective Specialist II each further acknowledged that she used her ACS computer to send e-mails to each other regarding their janitorial business. The ACS Child Protective Specialist Supervisor II and the ACS Child Protective Specialist II each acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from entering into any business or financial relationship with another public servant who is a superior or subordinate of such public servant and from using City time or City resources for any non-City purpose, particularly for engaging in any private business or financial enterprise. *COIB v. Edwards*, COIB Case Nos. 2007-433a and 2002-856b (2008), and *COIB v. Jafferalli*, COIB Case No. 2007-433 (2008).

The Board and the New York City Department of Education ("DOE") concluded two three-way settlements with a DOE Principal and a DOE Assistant Principal, each fined $500 by the Board for continuing to jointly own and share a mortgage on a time share unit after the DOE Principal became the Assistant Principal's supervisor. The DOE Principal and DOE Assistant Principal each acknowledged that her conduct violated the City's conflicts of interest law, which prohibits a public servant from entering into any business or financial relationship with another public servant who is a superior or subordinate of such public servant, even if the financial relationship also existed prior to the superior-subordinate relationship. *COIB v. Richards*, COIB Case No. 2006-559 (2008); *COIB v. Cross*, COIB Case No. 2006-559a (2008).

The Board issued a public warning letter to a former Vice Principal at the New York City Department of Education ("DOE") for entering into financial relationships with two of his DOE subordinates at his school. The two subordinates charged to their personal credit cards expenses in the amounts of $525 and $845, respectively, to enable the Vice Principal to attend a DOE-related function. The Vice Principal should have incurred these expenses personally, for which expenses he could have been reimbursed by the DOE. While not pursuing further enforcement action, the Board took the opportunity of this public warning letter to remind public servants that Chapter 68 of the City Charter prohibits a public servant from having any financial relationship with a subordinate because it creates at least the appearance that the public servant has used his or her position for personal financial gain. *COIB v. Anderson*, COIB Case No. 2007-002 (2007).

The Board fined a former Associate Juvenile Counselor for the Department of Juvenile Justice ("DJJ") $4,750 for using his position to obtain a loan from his subordinate for his personal use. The former Associate Juvenile Counselor acknowledged that in or around September 2003, he borrowed approximately $4,250 from his subordinate, which he failed to repay in full. The former Associate Juvenile Counselor acknowledged that his conduct violated

the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant and from entering into any business or financial relationship with a superior or subordinate. Of the $4,750 fine, the Board will forgive $4,250 upon the condition that the former Associate Juvenile Counselor repays his former subordinate the outstanding balance of the loan. *COIB v. Pratt*, COIB Case No. 2004-188 (2007).

The Board and the New York City Department of Education ("DOE") concluded a three-way settlement in which a DOE Principal was fined $1,000 by the Board and was required by DOE to (a) immediately resign her position as Principal; (b) be reinstated as a teacher, resulting in a $52,649 reduction in her annual salary; and (c) irrevocably resign from DOE by August 31, 2008, for using her City position to solicit and obtain monies from subordinates and using DOE funds to partially pay back one of the loans. The Principal acknowledged that she used her position to obtain $900 from a subordinate to pay half the cost of an unauthorized DOE activity. The Principal further acknowledged that she asked a second subordinate to solicit and obtain a $350 loan from a third subordinate on her behalf and that she then used DOE funds and money from other subordinates to pay the third subordinate back the $350 loan. The Principal acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from entering into a financial relationship with a superior or subordinate, including soliciting or obtaining loans from a superior or subordinate. *COIB v. Tamayo*, COIB Case No. 2007-519 (2007).

The Board fined the Deputy Director of Personnel, Benefits & Leaves at the New York City Department of Homeless Services ("DHS") $1,500 for renting an apartment for six months to a subordinate, collecting between $850 and $910 from the subordinate per month. The Deputy Director of Personnel acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, and also prohibits a public servant from entering into a financial relationship with his superior or subordinate. *COIB v. Hall*, COIB Case No. 2006-618 (2007).

The Board and the New York City Department of Education ("DOE") concluded a three-way settlement with a DOE Principal for entering into a financial relationship with a subordinate. The DOE Principal acknowledged that by selling her car to her subordinate for $1,800 and later loaning the same subordinate $1,500, she violated the City's conflicts of interest law, which prohibits any public servant from entering into a financial relationship with a superior or subordinate. The Board fined the DOE Principal $2,500. *COIB v. Barreto*, COIB Case No. 2006-098 (2007).

The Board fined a New York City Council Member $1,000 who, having married his Chief of Staff, continued to employ her in that capacity, as his subordinate, for eight months after their marriage. The Council Member acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other

private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, such as a spouse, and also prohibits a public servant from entering into a financial relationship with his superior or subordinate. The Board took the occasion of the publication of the disposition to remind public servants that a marriage is a "financial relationship" within the meaning of the City's conflicts of interest law and that such a financial relationship between superiors and subordinates is prohibited even if the superior-subordinate relationship precedes the marriage. *COIB v. Sanders*, COIB Case No. 2005-442 (2007).

The Board and the New York City Department of Homeless Services ("DHS") suspended a DHS Administrative Director of Social Services for five days, valued at $1,273.25, and fined her $3000, for making multiple sales of consumer goods, such as clothing, shoes, pocketbooks, cosmetics, and household items, to her DHS subordinates for a profit, while on City time and out of her DHS office. The Administrative Director acknowledged that this conduct violated the City's conflicts of interest law, which, among other things: (a) prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant; (b) prohibits a public servant from entering into a financial relationship with his/her superior or subordinate; (c) prohibits a public servant from pursuing private activities during times when that public servant is required to perform services for the City; and (d) prohibits a public servant from using City resources, such as one's City office, for any non-City purpose. *COIB v. Amoafo-Danquah*, COIB Case No. 2006-460 (2007).

The Board fined a former New York City Department of Education ("DOE") Supervisor of Roofers in the Division of School Facilities $1,500 for recommending two subordinates for a private roofing job, for which the Supervisor accepted a $200 commission, and then recommending a third subordinate for a private roofing job, for which the Supervisor accepted a $50 commission, which commissions were received by the Supervisor directly from his subordinates. The Supervisor of Roofers acknowledged that his conduct violated the City's conflict of interest law, which prohibits a public servant from using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant, and also prohibits a public servant from entering into a financial relationship with his superior or subordinate. *COIB v. Della Monica*, COIB Case No. 2004-697 (2007).

The Board and the New York City Department of Sanitation ("DSNY") concluded a three-way settlement with a former DSNY Assistant Commissioner for running a private travel agency and for working on the 2001 Hevesi for Mayor campaign, both on City time and both involving the Assistant Commissioner's subordinates. The former DSNY Assistant Commissioner acknowledged that while he was Assistant Commissioner, he owned a travel agency and sold airline tickets to at least 30 DSNY employees while on City time, including to his superiors and subordinates, and also distributed promotional materials for his travel agency to DSNY employees, including to his superiors and subordinates, while on City time, in violation of the City's conflicts of interest law, which prohibits any public servant from pursuing private activities during times when that public servant is required to perform services for the City and

prohibits a public servant from entering into a financial relationship with his superior or subordinate. The former DSNY Assistant Commissioner further acknowledged that he made campaign-related telephone calls for and recruited subordinates to work on the Hevesi for Mayor Campaign in 2001, in violation of the City's conflicts of interest law, which prohibits a public servant from pursuing private activities on City time and from using City resources, such as the telephone, for a non-City purpose, and also prohibits a public servant from even requesting any subordinate public servant to participate in a political campaign. The Board fined the former Assistant Commissioner $2000. *COIB v. Russo*, Case No. 2001-494 (2007).

The Board and the New York City Department of Environmental Protection ("DEP") concluded two three-way settlements with a DEP Supervising Mechanic and a DEP auto mechanic, fining them $750 and $460, respectively, for engaging in a prohibited superior-subordinate financial relationship. The subordinate mechanic sold a vintage Chevrolet Corvette to his superior, which the superior purchased for $14,000, and performed a brake repair on another car owned by the superior, for which repair the subordinate was paid $400 by the superior. The superior and subordinate DEP mechanics acknowledged that this conduct violated the City's conflicts of interest law, which prohibits any public servant from entering into a financial relationship with his superior or subordinate. *COIB v. Marchesi*, COIB Case No. 2005-271 (2006); *COIB v. Parlante*, COIB Case No. 2005-271a (2006).

The Board fined a former New York Department of Education ("DOE") Assistant Principal $2,800 for engaging in financial relationships with his subordinates and for misusing City resources. The former Assistant Principal, who had a private tax preparation business, prepared income tax returns, for compensation, for his DOE subordinates, and also gave the fax number of the DOE school at which he worked to his private clients in order for them to send their tax information to him. *COIB v. Guttman*, COIB Case No. 2004-214 (2005).

The Board fined the Director of the Emergency Service Department at the New York City Housing Authority ("NYCHA") $1,750 for selling his car to one of his subordinates for $3,500. In a three-way settlement in which NYCHA was involved, the NYCHA employee also forfeited four days of annual leave that he accrued at NYCHA, which is equivalent to approximately $1,600. The NYCHA employee acknowledged that his conduct violated the New York City conflicts of interest law, which prohibits public servants from entering into financial relationships with other public servants who are their subordinates or their superiors and from inducing or causing another public servant to engage in conduct that violates the conflicts of interest law. *COIB v. Vazquez*, COIB Case No. 2004-321 (2005).

The Board fined a former Department of Correction Commissioner $500 for having three subordinate Correction Officers repair the leaking liner on his aboveground, private swimming pool. Two of the Officers were his personal friends for more than ten years, and they brought the third Officer, whom the Commissioner had not met before. The work was modest in scope, the subordinates did the repairs on their own time, not City time, and the Commissioner paid the two Officers he knew a total of $100 for the work, which included replacing the liner, replacing several clamps, and re-installing the filter. The Commissioner believed that the Officers acted out of friendship, but acknowledged that he had violated the Charter provisions and Board rules that prohibit public servants from misusing or attempting to misuse their official positions for private gain, from using City personnel for a non-City purpose, and from entering into a business

or financial relationship with subordinates. Officials may not use subordinates to perform home repairs. This is so even if the subordinates are longstanding friends of their supervisors, because such a situation is inherently coercive. Allowing, requesting, encouraging, or demanding such favors or outside, paid work can be an imposition on the subordinate, who may be afraid to refuse the boss or may want to curry favor with the boss in a way that creates dissension in the workplace. There was no indication here that the Commissioner coerced the Officers in this case, but it is important that high-level City officials set the example for the workforce by taking care to consider the potential for conflicts of interest. *COIB v. W. Fraser*, COIB Case No. 2002-770 (2004).

In a settlement among the New York City Department of Correction ("DOC"), the Board, and a DOC Program Specialist, the Program Specialist admitted violating Chapter 68 of the City Charter by selling t-shirts and promoting his side business (sales of essential oils and perfumes) to his City subordinates. He forfeited five vacation days. *COIB v. Jones*, COIB Case No. 1998-437 (2001).

The Board fined a New York City Human Resources Administration ("HRA") First Deputy Commissioner $8,500 for leasing his own apartments to five of his HRA subordinates and to the HRA Commissioner, for using an HRA subordinate to perform private, non-City work for him, and for using his official position to arrange for the state of Wisconsin to loan an employee to HRA and then housing that visiting consultant in his own apartment and charging and receiving $500 for the stay, for which the City ultimately paid. The Deputy Commissioner also admitted using City equipment in furtherance of his private consulting business. Like Commissioner Turner, the Deputy Commissioner violated rules intended to eliminate coercion and favoritism in government and to prevent misuse of government workers and equipment for personal gain. *COIB v. Hoover*, COIB Case No. 1999-200 (2000).

The Board fined the New York City Human Resources Administration ("HRA") Commissioner $6,500 for hiring his business associate as First Deputy Commissioner of HRA, without seeking or obtaining a waiver from the Board, for using his Executive Assistant to perform tasks for his private consulting company, as well as for using his City title on a fax cover sheet (on one occasion inadvertently), using City time, phone, computer, and fax machine for his private consulting work, and renting an apartment for over a year from his subordinate, the First Deputy Commissioner. These acts violated rules intended to eliminate coercion and favoritism in government and to prevent misuse of government workers and equipment for personal gain. *COIB v. Turner*, COIB Case No. 1999-200 (2000).

A manager at the Department of Information Technology and Telecommunications settled a case in which he admitted purchasing a computer from his subordinate for $1,350. The ethics law prohibits superiors and subordinates from entering into business transactions. The manager agreed to settle the case by paying a $1,000 fine. *COIB v. Rosenberg*, COIB Case No. 1999-358 (2000).

The Board fined a Deputy Commissioner of the New York City Human Rights Commission $1,500 for subleasing an apartment from a subordinate attorney and for using City equipment in the private practice of law. *COIB v. Wills*, COIB Case No. 1995-45 (1998).

An assistant principal of a City school was fined $1,000 for borrowing $1,000 from a subordinate teacher in the first "three-way" disposition among the Conflicts of Interest Board, a City official, and the agency employing the official, in this case, the Board of Education. *COIB v. M. Ross*, COIB Case No. 1997-225 (1997).

The Board fined the Superintendent of Community School District 1 $500 for asking a subordinate to guarantee personally the lease for the Superintendent's rental apartment in Manhattan. *COIB v. Ubina*s, COIB Case No. 1991-223 (1993).

JOB-SEEKING VIOLATIONS

- **Relevant Charter Sections:** City Charter § 2604(d)(1)[17]

After a full trial, the Board fined the former Executive Director of Gouverneur Healthcare Services ("Gouverneur"), a New York City Health and Hospital Corporation ("HHC") facility, $3,000 for indirectly supervising his brother's employment at Gouverneur for nine years and authorizing a 10% increase in his annual compensation in August 2008. The Board also fined the Executive Director $3,000 for soliciting employment from two NYU Medical School executives while he was responsible for managing the contract between his HHC facility and NYU Medical School and for using his HHC email account to do so. *COIB v. Hagler*, COIB Case No. 2013-866 (December 2, 2015), *adopting* OATH Index. No. 581/15 (June 17, 2015).

A now-former Senior Vice President at the New York City Economic Development Corporation ("EDC") paid a $1,250 fine for negotiating for a position with a firm while continuing to have oversight responsibilities for the firm's active EDC projects. The City's conflicts of interest law prohibits public servants form soliciting, negotiating for or accepting any position with any person or firm "involved in a particular matter with the city, while such public servant is actively considering, or is directly concerned or personally participating in such particular matter on behalf of the city." *COIB v. L. Gray*, COIB Case No. 2013-648 (2015).

A former Children's First Network Leader agreed to pay a $2,000 fine to the Board for accepting an offer to work at Urban Assembly, which was made while he was employed by the New York City Department of Education ("DOE") in a position of direct authority over DOE schools operated by Urban Assembly. The offer of employment was extended in 2012 when the Network Leader oversaw the DOE Partnership Support Organization ("PSO") that provided operational support to Urban Assembly's schools. The position was contingent upon DOE approving Urban Assembly's proposal to become a private vendor PSO. In furtherance of that, the Network Leader assisted Urban Assembly with preparing its PSO proposal. In a public disposition of the Board's charges, the former Network Leader admitted his conduct violated the City's conflicts of interest law, which prohibits City employees from accepting an employment offer, or even seeking a job, from a private firm that the City employee is actively dealing with on behalf of the City. He also acknowledged that his work on Urban Assembly's RFP submission to DOE violated the conflicts of interest law provision that prohibits City employees from communicating with the City on behalf of a private employer. *COIB v. J. Green*, COIB Case No. 2013-072 (2014).

A Project Officer for the New York City School Construction Authority ("SCA") agreed to serve a six-week suspension, valued at approximately $10,400, for soliciting a $15,000 loan from a SCA contractor and for soliciting and accepting a part-time position with a firm while actively supervising that firm's work for the SCA and then repeatedly interfered in SCA projects

[17] City Charter § 2604(d)(1) states: "No public servant shall solicit, negotiate for or accept any position (i) from which, after leaving city service, the public servant would be disqualified under this section, or (ii) with any person or firm who or which is involved in a particular matter with the city, while such public servant is actively considering, or is directly concerned or personally participating in such particular matter on behalf of the city."

on that firm's behalf. The subject's conduct violated SCA Policy and Guidelines and the City's conflicts of interest law, which prohibits City officials and employees from asking for or entering into business, financial, or employment relationships with a private party whom the public servant is dealing with in performing his or her official duties for the City. This case was resolved in a joint effort by the Board and SCA. *COIB v. Giwa*, COIB Case No. 2013-306 (2013).

The Board fined a former Assistant Director of Information Services for the Division of Tenant Resources at the New York City Department of Housing Preservation and Development ("HPD") $2,000 for interviewing for and accepted a position with a firm with which he was involved, in his HPD capacity, in the project to convert that firm's housing project from a Mitchell-Lama regulated housing complex to a privately-run rental housing complex. The former Assistant Director further acknowledged that once he began working for the firm, he contacted HPD's Director of Continued Occupancy on behalf of the firm via e-mail within the first year after he left HPD. The former Assistant Director acknowledged that his conduct violated the City's conflicts of interest law. The conflicts of interest law prohibits a public servant from soliciting for, negotiating for, or accepting any position with a firm involved in a particular matter with the City while the public servant is directly concerned or personally participating with that particular matter, and also prohibits any former public servant from appearing before his or her former City agency within one year of the termination of employment with the City. *COIB v. Mizrahi*, COIB Case No. 2005-236 (2008).

The Board issued a public warning letter to a former Research Scientist for the New York City Department of Environmental Protection ("DEP") for submitting her resume to a private firm that was preparing the Environmental Impact Statement for a DEP project while, on behalf of DEP, she was reviewing and commenting on the firm's work on that DEP project. Although the private firm to which she submitted her resume was a sub-consultant to DEP, the firm was nonetheless involved in the Environmental Impact Statement for the DEP project. While not pursuing further enforcement action, the Board took the opportunity of this public warning letter to remind public servants that Chapter 68 of the City Charter prohibits public servants from soliciting for, negotiating for, or accepting any position with a firm involved in a particular matter with the City while the public servant is directly concerned with or personally participating in that particular matter. *COIB v. Matic*, COIB Case No. 2006-703 (2008).

The Board issued a public warning letter to the Chief of the Division of Engineering for the New York City Department of Environmental Protection ("DEP") Bureau of Wastewater Treatment for using his DEP e-mail account to send his resume to nine employers—including one government entity—while he played an oversight role in managing the DEP projects of several of those employers. While not pursuing further enforcement action, the Board took the opportunity of this public warning letter to remind public servants that Chapter 68 of the City Charter prohibits public servants from using City resources for any non-City purpose and also prohibits public servants from soliciting for, negotiating for, or accepting any position with a firm—other than a local, state, or federal agency—involved in a particular matter with the City while the public servant is directly concerned with or personally participating in that particular matter. *COIB v. Maracic*, COIB Case No. 2006-756 (2008).

The Board fined a former New York City Department of Housing Preservation and Development ("HPD") Housing Development Specialist and Project Manager in the Office of Development, New Construction Finance, $1,000 for negotiating for and accepting a position with a bank that was a co-lender with HPD on a project for which the public servant served as the Project Manager. In his capacity as Project Manager, the public servant was personally dealing with the bank and/or issues involving the bank. The former Project Manager acknowledged that this conduct violated the City's conflicts of interest law, which prohibits a public servant from soliciting for, negotiating for, or accepting any position with a firm involved in a particular matter with the City while the public servant is directly concerned or personally participating with that particular matter. *COIB v. Larson*, COIB Case No. 2007-441 (2007).

The Board adopted the Report and Recommendation of Administrative Law Judge Kevin F. Casey at the Office of Administrative Trial and Hearings ("OATH"), issued after a full trial of this matter on the merits, that a former Director of Engineering with the New York City Department of Transportation ("DOT") applied for and accepted a position with a vendor whose invoices he approved as part of his DOT job. The Board found that, during July and August 1998, the DOT Director of Engineering certified and signed ten invoices which verified that City-owned parking garages were properly managed and operated by a City vendor, Kinney Systems, Inc., and authorized DOT's payment of over $290,000 in management fees to Kinney. During this same period when he was certifying and signing these Kinney invoices, the DOT Director of Engineering was actively negotiating for, and ultimately accepted, a position with Central Parking Corporation, which he knew was the parent corporation of Kinney. The OATH ALJ found, and the Board adopted as its own findings, that this conduct violated the City's conflicts of interest law, which prohibits a public servant from soliciting, negotiating for, or accepting any position with a firm involved in a particular matter with the City while the public servant is directly concerned or personally participating with that particular matter. The Board fined the former DOT Director of Engineering $1,500. *COIB v. Pentangelo*, OATH Index. No. 422/07, COIB Case No. 1999-026 (Order July 13, 2007).

The Board fined a former New York City Department of Youth and Community Development ("DYCD") Contract Specialist in the Youth Program Operations Unit $500 for applying for and accepting a position with a vendor whose contract he monitored and for appearing before DYCD on behalf of that vendor within one year of his resignation from DYCD. The conflict of interest law prohibits a public servant from soliciting for, negotiating for, or accepting any position with a firm involved in a particular matter with the City while the public servant is directly concerned or personally participating with that particular matter, and also prohibits any former public servant from appearing before his or her former City agency within one year of the termination of employment with the City. *COIB v. Fenster*, COIB Case No. 2002-140 (2006).

The Board and the Human Resources Administration ("HRA") concluded a settlement involving an HRA management auditor who solicited a job with an HRA vendor that he audited. The auditor paid a fine of $500 to the Board and forfeited six days' annual leave, which is equivalent to approximately $1,000, for a total fine of $1,500. As part of his HRA duties, the auditor conducted internal audits of HRA vendors and facilitated audits of HRA vendors by other HRA employees. In the fall of 2002, the auditor, in a conversation with a vendor that he

oversaw as part of his official duties, expressed interest in being considered for employment with the vendor. The auditor also received from the same vendor information regarding an organization to which he later applied for a job. The auditor admitted that he sought a job with a City vendor while he was actively considering, directly concerned with, or personally participating in the vendor's dealings with the City, and that he misused his official position for private gain. *COIB v. Asemota*, COIB Case No. 2003-788 (2005).

A Department of Environmental Protection ("DEP") project manager admitted that he violated the City Charter by sending his resume to a City contractor while he was directly concerned with that contractor's particular matter with the City and had recommended that contractor for a $10 million City contract. The project manager was not interviewed for the private job. He paid a $1,000 fine. *COIB v. S. Matos*, COIB Case No. 1994-368 (1996).

In the *Baer* matter noted above under "Gifts," the former chief of staff to a Deputy Mayor solicited a job with a vendor at a time when various City agencies were engaged in developing a request for proposals in which that vendor was interested and involved as a prospective bidder, and the former chief of staff was involved in that City matter. *COIB v. Baer*, COIB Case No. 1993-282 (1995).

ONE-YEAR POST-EMPLOYMENT APPEARANCES

- **Relevant Charter Sections:** City Charter § 2604(d)(2)[18]

A former Executive Deputy Agency Chief Contracting Officer ("ACCO") for the New York City Department of Transportation ("DOT") paid a $5,000 fine for, within one year of leaving City service, twice appearing before DOT on behalf of his new private-sector employer. The former Executive Deputy ACCO admitted that, within two weeks of leaving City employment, he contacted a subordinate to request then-confidential technical proposals and engineering reports. She refused to provide the documents, warning him that it would be a conflict of interest violation to do so, and asked him not to contact her again. Subsequently, also within one year of leaving City employment, the Executive Deputy ACCO called a second former subordinate at DOT to request then-confidential information regarding whether his new private sector employer had been shortlisted for a procurement. The City's conflicts of interest law prohibits former public servants from communicating with their former City agency for one year after leaving City service. *COIB v. Syed*, COIB Case No. 2015-740 (2016).

A former First Deputy Press Secretary for the New York City Mayor's Office paid a $2,000 fine to the Board for communicating with her former City agency on two occasions on behalf of her new private sector employer – once by attending a meeting hosted by a Deputy Mayor at City Hall and once by giving a Deputy Mayor a tour of her private employer's offices – within her first year of leaving City service. The City's conflicts of interest law prohibits former public servants from communicating with their former City agency for one year after leaving City service. *COIB v. Wood*, COIB Case No. 2014-495 (2015).

The Board fined the former General Counsel and Deputy Commissioner for the New York City Mayor's Office for People with Disabilities $1,000 for communicating with a Junior State Affairs Representative at the Mayor's Office of Legislative Affairs three months after leaving City service to request an introduction to an employee of the New York State Governor's Office so as to gain assistance from the Governor's Office in obtaining a waiver to allow his private firm to be a vendor for the Metropolitan Transportation Authority, in violation of City Charter § 2604(d)(2). *COIB v. Mischel*, COIB Case No. 2014-310 (2014).

The Board fined a former Director of Audit Operations for the New York City Department of Finance ("DOF") $5,000 for appearing before DOF on behalf of his new employer within one year of leaving City service. The former Director of Audit Operations admitted that, during his first post-employment year, he contacted his former DOF subordinates on eight occasions on matters related to the clients of his new employer, a private accounting and

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[18] City Charter § 2604(d)(2) states: "No former public servant shall, within a period of one year after termination of such person's service with the city, appear before the city agency served by such public servant; provided, however, that nothing contained herein shall be deemed to prohibit a former public servant from making communications with the agency served by the public servant which are incidental to an otherwise permitted appearance in an adjudicative proceeding before another agency or body, or a court, unless the proceeding was pending in the agency served during the period of the public servant's service with that agency. For the purposes of this paragraph, the agency served by a public servant designated by a member of the board of estimate to act in the place of such member as a member of the board of estimate, shall include the board of estimate."

tax firm, in violation of City Charter § 2604(d)(2). *COIB v. Rabinowitz,* COIB Case No. 2013-279 (2014).

The Board fined a former Director of Central Budget at the New City Department of Education ("DOE") $3,000 for soliciting business for his private company from three DOE schools during his first post-employment year, in violation of the "revolving door" prohibition of the City's conflicts of interest law; the company was to provide on-site, hands-on training for DOE staff in DOE's specific, customized financial systems. Upon discovering that the contracts were negotiated in violation of the City's conflicts of interest law, DOE cancelled the contracts and the former Director's company did not receive any payments. *COIB v. Namnum,* COIB Case No. 2013-196 (2013).

The Board fined a former Agency Attorney for the New York City Department of Housing Preservation and Development ("HPD") $1,000 for representing a landlord, during the former Agency Attorney's first post-employment year, in a matter in Housing Court in which HPD was the petitioner and was represented by an HPD attorney; the former Agency Attorney and the HPD attorney negotiated and signed a Consent Order and Judgment to resolve the matter. Because the matter had been pending at HPD while the Agency Attorney was still employed at HPD, his post-employment appearance violated the "revolving door" prohibition of the City's conflicts of interest law. *COIB v. Compton,* COIB Case No. 2013-380 (2013).

The Board fined a former Agency Attorney IV for the New York City Administration for Children's Services ("ACS") $1,000 for attending a meeting with senior ACS officials, including the Commissioner, as General Counsel to a private adoption agency less than two months after leaving ACS, in violation of the post-employment restriction barring certain appearances during the first year out of City service. *COIB v. Trambitskaya,* COIB Case No. 2013-253 (2013).

The Board issued a public warning letter to a former New York City Department of Buildings ("DOB") Construction Inspector for calling the DOB Cranes and Derricks Unit on behalf of his new employer within his first post-employment year and for appearing before the New York City Environmental Control Board to represent a client who wished to dispute a Notice of Violation issued by DOB for failure to comply with a Stop Work Order that the former Construction Inspector had reviewed, approved, and signed when a DOB employee. The former Construction Inspector acknowledged that his conduct violated the City's conflicts of interest law, which prohibits former public servants from appearing before their former City agency within a year after leaving City service and from appearing before any City agency in connection with a particular matter with which the former public servant had substantial personal participation while a public servant. *COIB v. Plass,* COIB Case No. 2009-725 (2013).

The Board issued a public warning letter to a former New York City Department of Education ("DOE") Assistant Principal who violated the City's conflicts of interest law by appearing before DOE on behalf of her new employer within one year of leaving City service. After leaving DOE, the former Assistant Principal went to work for a non-profit that provides mentoring programs to City public high schools. In her new position, she contacted DOE personnel at several high schools already enrolled in the program to discuss the program and to prepare for the upcoming school year. She also attempted to recruit another DOE school to

enroll in the program. Although the Board may impose civil fines of up to $25,000 and other penalties on violators, the Board determined that "no such sanctions are necessary in this case based on the particular circumstances presented here—in particular that, upon being notified of the violation, [the former Assistant Principal] self-reported [her] conduct to the Board and then voluntarily brought [her]self into compliance." *COIB v. M. Grant*, COIB Case No. 2012-117 (2013).

The Board fined a former Principal $2,500 for appearing before the New York City Department of Education ("DOE") within one year of the end of her DOE employment. The former Principal acknowledged that, after leaving DOE in June 2010, she began working at a firm that does business with DOE, specifically by operating a public school in Brooklyn. Throughout the 2010-2011 school year, the former Principal regularly communicated with DOE staff at that public school to provide technical assistance and program development support on behalf of her firm, and communicated with the DOE Office of Portfolio Development about her firm's proposal to open a second school, which proposal was later withdrawn. The former Principal admitted that her conduct violated the City's conflicts of interest law, which prohibits a former public servant from appearing before that public servant's former agency within one year of terminating employment with the agency. In setting the amount of the fine, the Board took into account that the former Principal had reported her own conduct to the Board. Without the Principal's affirmative and voluntary act in reporting her own violations, the fine imposed upon her would have been significantly higher. *COIB v. Fabrikant*, COIB Case No. 2011-544 (2012).

The Board fined a former Agency Attorney for the New York City Police Department ("NYPD") $1,000 for appearing before NYPD within one year of the termination of his NYPD employment. The former Agency Attorney acknowledged that, within one year after leaving NYPD, he sent a letter on behalf of a client of his private law practice to the New York City Office of Payroll Management, on which letter he copied the Director of the Payroll Section at NYPD. The Agency Attorney's letter sought an evaluation of his client's claim that the City of New York had wrongfully taken out tax deductions from his paycheck. The former Agency Attorney admitted that his conduct violated the City's conflicts of interest law, which prohibits a former public servant from appearing before that public servant's former agency within one year of terminating employment with the agency. *COIB v. Pawar*, COIB Case No. 2011-765 (2012).

The Board fined a former City Research Scientist IV for the New York City Department of Health and Mental Hygiene ("DOHMH") Office of Emergency Preparedness and Response $1,000 for appearing before DOHMH within one year of the termination of his DOHMH employment. The former Research Scientist acknowledged that, within one year after leaving DOHMH, he sent an e-mail on behalf of his new employer to the Deputy Director of the DOHMH Office of Emergency Preparedness and Response with a proposal for expanding emergency preparedness capacity development to community and residential health care providers. The former Research Scientist admitted that his conduct violated the City's conflicts of interest law, which prohibits a former public servant from appearing before that public servant's former agency within one year of terminating employment with the agency. *COIB v. Godfrey*, COIB Case No. 2011-343 (2011).

The Board issued a public warning letter to a former New York City Department of Education ("DOE") Parent Coordinator for having a position with a firm doing business with the DOE and for appearing before the DOE on behalf of the firm while employed at the DOE and during his first year of post-DOE employment. The former Parent Coordinator was employed by a firm as Program Director of an Afterschool Program at his school and, on behalf of the firm, he solicited other DOE schools to purchase the Program. The Afterschool Program was created to teach DOE students how to produce a magazine, for which the former Parent Coordinator obtained a trademark jointly with his DOE principal. The Parent Coordinator, his then DOE Principal, and the owner of the firm shared the trademark registration fee equally. During the course of the investigation into these allegations by the Special Commissioner of Investigation, the Parent Coordinator resigned from the DOE. Within one year of leaving City service, the former Parent Coordinator continued to communicate with the DOE by soliciting two schools and, the following school year, by acting as an instructor of the Afterschool Program at one. The Board informed the former Parent Coordinator that his conduct violated the City's conflicts of interest law, which, among other things, prohibits a public servant from: (a) having a position with a firm engaged in business dealings with his or her City agency; (b) using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant; (c) having a financial relationship with one's City superior; (d) representing private interests before any City agency; and (e) appearing before his or her former agency within one year of terminating employment with that agency. In issuing the public warning letter, the Board took into consideration that the former Parent Coordinator's DOE superior knew and approved of his operating the Afterschool Program at his school; as a result of that approval, the former Parent Coordinator was unaware that his conduct violated the City's conflicts of interest law; the DOE cancelled the Afterschool Program at those DOE schools that had contracted with the firm; and the Board was satisfied that the former Parent Coordinator was unable to pay a fine. *COIB v. A. Johnson*, COIB Case No. 2010-289a (2011).

The Board and the New York City Department of Education ("DOE") concluded a three-way settlement with a former DOE Teacher who was fined $4,000 by the Board for owning a firm doing business with the DOE and appearing before the DOE on behalf of the firm while employed at the DOE and during his first year of post-City employment. The former Teacher admitted that he created a firm to market a software program he had developed, which firm engaged in business dealings with the DOE both by contracting with schools individually and by contracting with two DOE vendors, one of which vendors operated the school at which the former Teacher was employed. After resigning from the DOE, the former Teacher continued to communicate with those DOE schools that had purchased the software. The former Teacher admitted that his conduct violated the City's conflicts of interest law, which, among other things, prohibits a public servant from: (a) having an ownership interest in a firm engaged in business dealings with his or her City agency, including as a subcontractor where the firm has direct contact with, and responsibility to the City on, projects for which it was the subcontractor; (b) using or attempting to use his or her position as a public servant to obtain any financial gain, contract, license, privilege, or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant; (c) representing private interests before any City agency; and (d) appearing before his or her former agency within one year of terminating employment with that agency. In setting the amount of the fine, the Board

took into consideration that, upon learning of his possible conflict of interest, the former Teacher resigned from the DOE in an attempt to end his prohibited conduct and that, upon being informed of the possible post-employment conflict of interest, the former Teacher immediately contacted the DOE Ethics Officer and, at her request, took steps to end all his post-employment appearances before the DOE and reported his conduct to the Board. *COIB v. Olsen*, COIB Case No. 2011-189 (2011).

The Board fined a New York City Department of Education ("DOE") Principal $1,000 (a) for being an unpaid Board Member of a not-for-profit organization doing business with the DOE *and* for participating in those business dealings; and (b) for, within one year of leaving City service, communicating with the DOE on behalf of that not-for-profit for compensation. The Principal first acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from having a position, such as being an unpaid Board Member, at a not-for-profit organization engaged in business dealings with his or her agency without first obtaining permission from the head of his agency and further requires public servants to obtain a waiver from the Board in order to participate, on behalf of the not-for-profit, in any City-related matters. The Principal also admitted that, approximately three months after leaving his position at the DOE in summer 2008, he became the Interim Acting Executive Director of the not-for-profit, for which work he was compensated; between January and March 2009, he sent multiple e-mails and made two phone calls to the DOE on behalf of the not-for-profit. The Principal acknowledged that this conduct violated the conflicts of interest law's prohibition on a former public servant "appearing" before his or her former agency within one year of terminating employment with the agency. In setting the amount of the fine, the Board took into consideration that, upon being informed of the possible post-employment conflict of interest, the Principal immediately contacted the DOE Ethics Officer and, at her request, took steps to end all his post-employment appearances before DOE and reported his conduct to the Board. *COIB v. Solomon*, COIB Case No. 2009-807 (2011).

The Board fined a former Tobacco Media Manager for the New York City Department of Health and Mental Hygiene ("DOHMH") $1,500 for appearing before DOHMH on behalf of private interests during his first year of post-City employment. The former Tobacco Media Manager admitted that, seven or eight months after leaving his position in the DOHMH Communications Bureau, he contracted with an advertising agency to consult on a DOHMH anti-smoking campaign and then communicated with a person in the DOHMH Communications Bureau about the campaign. Shortly after that communication, the former Media Manager was alerted to the conflict of interest created by his consulting on a DOHMH media campaign, and he stopped immediately. The former Media Manager admitted that his conduct violated the City's conflicts of interest law, which prohibits a former public servant from "appearing" before his or her former agency within one year of terminating employment with the agency. *COIB v. K. James*, COIB Case No. 2008-747 (2011).

The Board imposed, and then forgave based on demonstrated financial hardship, a $1,500 fine on a former New York City Department of Housing Preservation and Development ("HPD") Secretary in the HPD Tax Incentive Unit who communicated with HPD on behalf of her private client within one year of her termination from HPD. The former Secretary acknowledged that, within one year after leaving HPD, she twice called the HPD Housing Development Specialist

for the Tax Incentive Unit and once called an HPD Processor for the Tax Incentive Unit, all concerning her client's tax exemption application. The former Secretary admitted that her conduct violated the City's conflicts of interest law, which prohibits a former public servant from "appearing" before that public servant's former agency within one year of terminating employment with the agency. *COIB v. Koonce,* COIB Case No. 2006-773 (2011).

The Board fined the former Deputy Chief Engineer for the Roadway Bridges Bureau in the Division of Bridges at the New York City Department of Transportation ("DOT") $1,000 for, communicating with DOT on behalf of his new employer within one year of his resignation from DOT. The former Deputy Chief Engineer acknowledged that, within one year after leaving DOT, he called the Director of Capital Projects in the DOT Division of Bridges with questions about a DOT Request for Proposals, and he e-mailed the Director of Quality Assurance in the DOT Division of Bridges to obtain a copy of a manual he had worked on in 1992. Both communications were made on behalf of his new employer, an engineering firm. The former Deputy Chief Engineer admitted that his conduct violated the City's conflicts of interest law, which prohibits a former public servant from "appearing" before that public servant's former agency within one year of terminating employment with the agency. *COIB v. L. King*, COIB Case No. 2010-299 (2010).

The Board fined a former Administrative Engineer at the New York City Department of Buildings ("DOB") $2,000 for appearing before DOB within one year of his resignation from DOB. The former Administrative Engineer acknowledged that, within one year after leaving DOB, he attended weekly meetings at the Lower Manhattan Construction Command Center ("LMCCC") on behalf of his private employer. LMCCC is an organization created by New York State and New York City to oversee, facilitate, and mitigate the effects of construction in Lower Manhattan and to communicate with the public regarding such construction by bringing together private developers government agencies, utility companies, private businesses, and residents. At these meetings, the former Administrative Engineer would provide updates about construction projects being performed by his private employer. At five of the LMCCC meeting he attended on behalf of his private employer, DOB employees were also present. The former Administrative Engineer admitted that his conduct violated the City's conflicts of interest law, which prohibits a former public servant from appearing before that public servant's former agency within one year of terminating employment with the agency. *COIB v. E. Reid*, COIB Case No. 2008-547 (2010).

The Board fined a former Public Health Sanitarian for the Bureau of Food Safety and Community Sanitation at the New York City Department of Health and Mental Hygiene ("DOHMH") $950 for appearing before DOHMH within one year of her resignation from DOHMH. The former Public Health Sanitarian acknowledged that, within one year after leaving DOHMH, she appeared before the DOHMH Administrative Tribunal on behalf of a private food service establishment for the adjudication of violations issued by DOHMH against that establishment. The DOHMH Administrative Tribunal is the venue in which notices of violations of the New York City Health Codes and other related laws are adjudicated. The former Public Health Sanitarian admitted that her conduct violated the City's conflicts of interest law, which prohibits a former public servant from appearing before that public servant's former agency

within one year of terminating employment with the agency. *COIB v. T. Gill*, COIB Case No. 2007-773a (2010).

The Board fined a former Paralegal for the Section 8 Subpoena Unit at the New York City Department of Housing Preservation and Development ("HPD") $1,500 for appearing before HPD within one year of his resignation from HPD. The former Paralegal acknowledged that, within one year after leaving HPD, he (1) called and sent a follow-up e-mail to the HPD Section 8 Unit to inquire about the non-payment of rental subsidies for several tenants of his new employer, for whom he worked as a Building Manager; (2) left a message, which was not returned, for the Director of Continued Occupancy at HPD in regard to that same rental-subsidies inquiry; and (3) faxed two other inquiries concerning tenants of his new employer to the HPD Division of Tenant Resources, Subpoena Unit, and to the HPD Section 8 Unit, respectively. The former Paralegal admitted that his conduct violated the City's conflicts of interest law, which prohibits a former public servant from appearing before that public servant's former agency within one year of terminating employment with the agency. *COIB v. Cuffy*, COIB Case No. 2008-271 (2009).

The Board fined the former Interim President of the New York City Economic Development Corporation ("EDC") $1,500 for appearing before the Hudson Yards Development Corporation ("HYDC") within one year of his resignation from EDC. The HYDC Bylaws provide that the President of EDC shall serve as a Member and Director of HYDC and, as such, HYDC was an "agency served" by the former Interim President of EDC within the meaning of Chapter 68 of the City Charter, the City of New York's conflicts of interest law. The former Interim President acknowledged that, within one year of leaving EDC, he participated in a presentation made by his new private employer before a Selection Committee composed of employees of the Metropolitan Transportation Authority ("MTA") and HYDC at the offices of the MTA. The President of HYDC was present in her official capacity at the presentation and asked the former Interim President questions. Prior to this presentation, and subsequent to his resignation from EDC, the former Interim President had sought advice from the Board's General Counsel as to whether he could communicate with HYDC on behalf of his new employer during his first post-employment year; he was advised that he could not. The former Interim President admitted that his conduct violated the City's conflicts of interest law, which prohibits a former public servant from appearing before any "agency served" by that public servant within one year of terminating service to that agency. *COIB v. Sirefman*, COIB Case No. 2007-847 (2009).

The Board fined a former Department of Education ("DOE") teacher $15,000 for making compensated appearances before the DOE within one year of leaving City service. The former teacher admitted that, during the first year after he left DOE, he regularly appeared before DOE to enroll schools in his new employer's Special Education Services ("SES") Program and that, based in part on his ability to enroll schools, he was promoted twice during that year, becoming the Vice President of SES Programs. The former teacher acknowledged that his conduct violated the City of New York's conflicts of interest law, which prohibits a public servant from appearing before the City agency served by the public servant within a period of one year after leaving City service. *COIB v. R. Green*, COIB Case No. 2008-881 (2009).

The Board fined the former Director of the Mayor's Office of State Legislative Affairs ("SLA") $12,000 for making compensated appearances, in the form of numerous e-mails, to various public servants in the Mayor's Office concerning a number of items of pending or prospective legislation of interest to several clients of his law firm, at which he was a partner. The former Director acknowledged that his conduct violated the City's conflicts of interest law, which prohibits a public servant from appearing before the City agency served by the public servant within a period of one year after leaving City service. *COIB v. Piscitelli*, COIB Case No. 2007-745 (2009).

The Board fined a former Sergeant for the New York City Police Department ("NYPD") $2,000 for appearing before NYPD within one year of his resignation from NYPD. The former Sergeant acknowledged that, within one year after leaving NYPD, he visited the NYPD Laboratory multiple times on behalf of his new employer, for whom he worked as East Coast Regional Sales Manager. The former Sergeant admitted that his conduct violated the City's conflicts of interest law, which prohibits a former public servant from appearing before that public servant's former agency within one year of terminating employment with the agency. *COIB v. Buccigrossi*, COIB Case No. 2004-750 (2009).

The Board fined a former Mediator for the New York City Department of Consumer Affairs ("DCA") $750 for appearing before DCA within one year of his resignation from DCA. The former Mediator acknowledged that, within one year after leaving DCA, he called his former DCA supervisor, indicating that he was representing a consumer, and he also called a DCA inspector, hoping to get that inspector to delay enforcing a Padlock Order against another client. Both of these calls were made on behalf of the former Mediator's new employer, Metropolitan Tow. The former Mediator admitted that his conduct violated the City's conflicts of interest law, which prohibits a former public servant from appearing before that public servant's former agency within one year of terminating employment with the agency. *COIB v. LaBush*, COIB Case No. 2005-588 (2008).

The Board fined a former Plans examiner for the New York City Department of Buildings ("DOB") $750 for, within one year after leaving DOB, sending an e-mail on behalf of his new employer to the Executive Director of Operations Redesign at DOB, seeking his guidance with a problem his new employer was having with the DOB website. The former Plans Examiner admitted that his conduct violated the City's conflicts of interest law, which prohibits a former public servant from appearing before that public servant's former agency within one year of terminating employment with the agency. *COIB v. Tsarsis*, COIB Case No. 2008-624 (2008).

The Board and the New York City Department of Education ("DOE"), in a three-way settlement, fined the former Regional Superintendent for DOE Region 9 $1,500 for appearing before DOE within one year of his resignation from DOE, despite having received written advice from the Board advising him that he may not communicate with DOE during his first post-employment year. The fine would have been higher but for the fact that the former Regional Superintendent self-reported his own conduct to the Board. The former Regional Superintendent acknowledged that, after leaving DOE, he began working for a private firm and had sought a waiver from the Board to permit him to communicate with DOE on behalf of the private firm. This request was denied, and he was explicitly told in writing that he was prohibited from

communicating with DOE on behalf of the private firm during his first post-employment year. Sometime after receiving this letter from the Board, the former Regional Superintendent contacted the Chief Executive Officer of Human Resources at DOE, by phone and by e-mail, about the process for assigning a DOE employee to serve as a liaison to his private firm. The former Regional Superintendent admitted that this conduct violated the City's conflicts of interest law, which prohibits a former public servant from appearing before that public servant's former agency within one year of terminating his or her employment with the agency. *COIB v. Heaney*, COIB Case No. 2007-827 (2008).

The Board fined a former Assistant Director of Information Services for the Division of Tenant Resources at the New York City Department of Housing Preservation and Development ("HPD") $2,000 for interviewing for and accepted a position with a firm with which he was involved, in his HPD capacity, in the project to convert that firm's housing project from a Mitchell-Lama regulated housing complex to a privately-run rental housing complex. The former Assistant Director further acknowledged that once he began working for the firm, he contacted HPD's Director of Continued Occupancy on behalf of the firm via e-mail within the first year after he left HPD. The former Assistant Director acknowledged that his conduct violated the City's conflicts of interest law. The conflicts of interest law prohibits a public servant from soliciting for, negotiating for, or accepting any position with a firm involved in a particular matter with the City while the public servant is directly concerned or personally participating with that particular matter, and also prohibits any former public servant from appearing before his or her former City agency within one year of the termination of employment with the City. *COIB v. Mizrahi*, COIB Case No. 2005-236 (2008).

The Board and the Department of Education ("DOE") concluded three-way settlements with five former DOE Technology Staff Developers who each appeared before DOE on behalf of a private company within one year of resigning from DOE. The Technology Staff Developers each admitted that when they left DOE they formed and jointly owned a company to market and to sell vendors' products to DOE. Two of the former Technology Staff Developers admitted that they served as the President and the CEO of the company, respectively, and they organized a conference for DOE on behalf of their company. Several DOE vendors paid the company to feature the vendors' products during the DOE conference. Each former DOE Technology Staff Developer made presentations at the DOE conference, and they all acknowledged that they violated the City's conflicts of interest law, which prohibits any former public servant from appearing before his or her former City agency within one year of terminating employment with the City. The Board issued $1,500 fines to three of the former Technology Staff Developers and a $2,500 fine to the former Technology Staff Developer who acted as the company's president. The former Technology Staff Developer who acted as the company's CEO was fined $5,000 total, for these and unrelated Chapter 68 violations in a separate matter. *COIB v. Ferro*, COIB Case No. 2001-566 (2008); *COIB v. Diaz*, COIB Case No. 2001-566a (2008); *COIB v. Sender*, COIB Case No. 2001-566b (2008); *COIB v. Guarino*, COIB Case No. 2001-566c (2008); *COIB v. Moran*, COIB Case No. 2001-566d (2008).

The Board issued a public warning letter to a former Director in the Bureau of Support Services for the New York City Department of Sanitation ("DSNY") who, as the Director of U.S. Operations of a private company, contacted DSNY within one year of his resignation from

City service to provide factual information concerning the private company's bid for a DSNY contract. While not pursuing further enforcement action, the Board took the opportunity to remind public servants that the City Charter prohibits former City employees from appearing before their City agency within one year of the termination of their City employment. *COIB v. Bilder*, COIB Case No. 2005-636 (2007).

The Board fined a former New York City Employees' Retirement System ("NYCERS") Deputy Director of the Retirement Benefit Unit $500 for appearing before NYCERS as a paid private pension consultant seeking legal opinions from NYCERS on behalf of members of the Transport Workers Union within one year of his resignation from NYCERS. The former Deputy Director acknowledged that this conduct violated the City's conflicts of interest law, which prohibits any former public servant from appearing before his or her former City agency within one year of the termination of employment with the City. *COIB v. Rosenfeld*, COIB Case No. 2006-098 (2007).

The Board fined a former New York City Department of Transportation ("DOT") Bronx Director of Operations/Borough Planner $2,000 for regularly appearing before DOT on behalf of a private employer as the Resident Engineer to coordinate with DOT which streets should be milled and resurfaced and to ensure that the process complied with DOT rules and regulations. He acknowledged that this conduct violated the City's conflicts of interest law, which prohibits any former public servant from appearing before his or her former City agency within one year of the termination of employment with the City. *COIB v. McHugh*, COIB Case No. 2004-712 (2007).

The Board fined a former New York City Department of Youth and Community Development ("DYCD") Contract Specialist in the Youth Program Operations Unit $500 for applying for and accepting a position with a vendor whose contract he monitored and for appearing before DYCD on behalf of that vendor within one year of his resignation from DYCD. The conflict of interest law prohibits a public servant from soliciting for, negotiating for, or accepting any position with a firm involved in a particular matter with the City while the public servant is directly concerned or personally participating with that particular matter, and also prohibits any former public servant from appearing before his or her former City agency within one year of the termination of employment with the City. *COIB v. Fenster*, COIB Case No. 2002-140 (2006).

The Board issued a public warning letter to a former Chief Administrator of the Board of Review for the New York City Department of Education ("DOE") who called an Administrator in the DOE Office of Purchasing and Management three weeks prior to the conclusion of his first year post-employment year concerning the status of a bid objection filed by a DOE contract vendor who was then his private employer. While not pursuing further enforcement action, the Board took the opportunity to remind public servants that the City Charter prohibits former City employees from appearing before their City agency within one year of the termination of their City employment. *COIB v. Avedon*, COIB Case No. 2003-508 (2006).

The Board fined a former New York City Fire Department ("FDNY") Assistant Project Manager in the Bulk Fuel Safety Unit of the Fire Prevention Unit $500 for appearing before

FDNY within one year of his resignation from FDNY on behalf of a private employer as a consultant for fuel and fire safety. The former Assistant Project Manager participated in between two and three meetings with FDNY officials to obtain their approval for proposed written procedures for removal of the excess fuel from the supersonic jetliner "Concorde," which was scheduled to go on display beginning in June 2004 at the Intrepid Sea, Air & Space Museum in New York City. This conduct violated the City's conflicts of interest law, which prohibits any former public servant from appearing before his or her former City agency within one year of the termination of employment with the City. *COIB v. Sorkin*, COIB Case No. 2003-655 (2006).

The Board fined a former New York City Department of Education ("DOE") teacher $500 for appearing before DOE within one year of the termination of the teacher's City employment. Less than two months after she had resigned from DOE, the former DOE teacher provided staff development training for her non-City employer at two DOE schools. This conduct violated the Board's post-employment law prohibiting appearances before one's former City agency within one year of termination from City service. *COIB v. Coppola*, COIB Case No. 2005-607 (2006).

The Board concluded a settlement with the former Human Resources Administration ("HRA") Agency Chief Contracting Officer ("ACCO"). While serving as ACCO at HRA, he was involved in every stage of awarding to a vendor an Employment Services Placement contract with HRA. He left HRA to serve as the vendor's Vice President and, as such, he worked on issues concerning the same contract that he had worked on as ACCO at HRA. In addition, the former ACCO contacted HRA on behalf of his non-City employer within one year of leaving City service. He acknowledged that he violated the New York City Charter's post-employment provisions and was fined $3,000. *COIB v. Bonamarte*, COIB Case No. 2002-782 (2005).

The Board fined the former Deputy Agency Chief Contracting Officer ("ACCO") of the Department of Transportation ("DOT") $1,500 for violating the revolving door rules. Within two weeks of leaving City office for a firm that sought business with DOT, the former Deputy ACCO phoned his former supervisor, who was the DOT ACCO, and the Mayor's Office of Contracts and asked whether a contract had been awarded to his new employer. This violated both the one-year ban on contacting one's former City agency on non-ministerial matters and the lifetime ban on appearing before the City on the same particular matter that one had worked on while with the City. *COIB v. Paniccia*, COIB Case No. 1999-511 (2000).

LIFETIME POST-EMPLOYMENT PARTICULAR MATTER BAN

- **Relevant Charter Sections:** City Charter § 2604(d)(4)[19]

The Board fined a former New York City Housing Authority ("NYCHA") employee $3,000 for representing private parties in relation to four particular capital construction projects in which she had participated personally and substantially as a Project Administrator in the Capital Projects Division of NYCHA. The former Project Administrator worked as a litigation consultant in a lawsuit against NYCHA concerning one project; she also attempted to assist a NYCHA contractor resolve non-payment issues on the other three projects. *COIB v. Massuridis*, COIB Case No. 2012-870 (2014).

The Board issued a public warning letter to a former New York City Department of Buildings ("DOB") Construction Inspector for calling the DOB Cranes and Derricks Unit on behalf of his new employer within his first post-employment year and for appearing before the New York City Environmental Control Board to represent a client who wished to dispute a Notice of Violation issued by DOB for failure to comply with a Stop Work Order that the former Construction Inspector had reviewed, approved, and signed when a DOB employee. The former Construction Inspector acknowledged that his conduct violated the City's conflicts of interest law, which prohibits former public servants from appearing before their former City agency within a year after leaving City service and from appearing before any City agency in connection with a particular matter with which the former public servant had substantial personal participation while a public servant. *COIB v. Plass*, COIB Case No. 2009-725 (2013).

The Board issued a public warning letter to a former Commanding Officer at the New York City Police Department ("NYPD") Office of Labor Relations ("OLR") who, after retiring from the NYPD, was retained as an expert witness in a lawsuit against the City, in which lawsuit he had personally and substantially participated while at the NYPD. While at the NYPD Office of Labor Relations, the former Commanding officer attended one meeting at which he was consulted by the City's attorneys concerning the allegations in a lawsuit brought by police officers who claimed that NYPD violated the Fair Labor Standards Act by, among other things, failing to approve, and at times pay, their requests for overtime compensation. After leaving the NYPD, the former Commanding Officer was retained as an expert witness by the police officers in that same lawsuit. The Board found that, although the former Commanding Officer had attended only one meeting concerning the lawsuit while at the NYPD Office of Labor Relations, his participation in the lawsuit was personal and substantial because, at the time, he was the highest uniformed officer at NYPD OLR and he was not merely an attendee at the meeting but was consulted with and asked to gather documents for the City's defense. While the former Commanding Officer represented that he did not recall participating in the meeting while at the NYPD, the Board took the opportunity of this public letter to make clear that public servants

[19] City Charter § 2604(d)(4) states: "No person who has served as a public servant shall appear, whether paid or unpaid, before the city, or receive compensation for any services rendered, in relation to any particular matter involving the same party or parties with respect to which particular matter such person had participated personally and substantially as a public servant through decision, approval, recommendation, investigation or other similar activities."

have a duty to conduct a reasonable inquiry to determine whether they have ever personally and substantially participated in a particular matter on which they are considering working after leaving City service. With respect to the former Commanding Officer, that reasonable inquiry required that he ask the NYPD *and* the New York City Law Department Labor and Employment Division, which participated in the City's defense, whether he had participated in the lawsuit in any way. *COIB v. McCabe,* COIB Case No. 2008-129 (2010).

The Board fined a former Assistant Director of Manhattan Construction for the New York City Department of Parks and Recreation ("Parks") $2,500 for working on the same particular matter in the private sector that he had previously worked on personally and substantially for the City. The former Assistant Director of Manhattan Construction admitted to soliciting and accepting a position with a private contractor while he was overseeing the contractor's work on three Parks projects to build athletic fields. He further admitted that, after leaving Parks to work for the private contractor, he managed the completion of one of the same Parks projects for the contractor that he had worked on for the City. The former Assistant Director acknowledged that he violated the City's conflicts of interest law, which prohibits public servants from soliciting, negotiating for, or accepting a position with a firm while working with the firm on behalf of the City *and* from working on a matter in the private sector if they previously worked personally and substantially on the same particular matter as a City employee. *COIB v. Macaluso,* COIB Case No. 2008-759 (2010).

The Board fined the former Director of the Division of SEQRA ("State Environmental Quality Review Act") Coordination and the Watershed Management Program for the New York City Department of Environmental Protection ("DEP") $2,000 for violating the "lifetime particular matter ban." The former Director admitted that, while a DEP employee, he was in charge of a DEP program into which a specific development was seeking admission and that he met with the development's representatives on multiple occasions to discuss requirements for participation in the program. The former Director then left DEP and took a job in the private sector where he worked on part of the development's application for the same DEP program in which he had, as a DEP employee, participated personally and substantially through decision, approval, recommendation, and other similar activities. The former DEP Director acknowledged that he violated the City's conflicts of interest law, which prohibits a former public servant from rendering services, for pay, in relation to a particular matter on which he or she had worked personally and substantially as a City employee. *COIB v. Benson*, COIB Case No. 2007-297 (2009).

The Board concluded a settlement with the former Human Resources Administration ("HRA") Agency Chief Contracting Officer ("ACCO"). While serving as ACCO at HRA, he was involved in every stage of awarding to a vendor an Employment Services Placement contract with HRA. He left HRA to serve as the vendor's Vice President and, as such, he worked on issues concerning the same contract that he had worked on as ACCO at HRA. In addition, the former ACCO contacted HRA on behalf of his non-City employer within one year of leaving City service. He acknowledged that he violated the New York City Charter's post-employment provisions and was fined $3,000. *COIB v. Bonamarte,* COIB Case No. 2002-782 (2005).

The Board fined the former Deputy Agency Chief Contracting Officer ("ACCO") of the Department of Transportation ("DOT") $1,500 for violating the revolving door rules. Within two weeks of leaving City office for a firm that sought business with DOT, the former Deputy ACCO phoned his former supervisor, who was the DOT ACCO, and the Mayor's Office of Contracts and asked whether a contract had been awarded to his new employer. This violated both the one-year ban on contacting one's former City agency on non-ministerial matters and the lifetime ban on appearing before the City on the same particular matter that one had worked on while with the City. *COIB v. Paniccia,* COIB Case No. 1999-511 (2000).

POST-EMPLOYMENT USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION

- **Relevant Charter Sections:** City Charter § 2604(d)(5)[20]

The Board fined the former General Counsel and Deputy Commissioner for Legal Affairs for the New York City Taxi and Limousine Commission ("TLC") $2,000 for disclosing, after he left City service, confidential information he gained while at the TLC. The former General Counsel admitted that after he left City service, he prepared and executed an affidavit in which he revealed that he had expressed disagreement with and to TLC's First Deputy Commissioner concerning TLC's application of the rules regarding alternative fuel medallions that were bid at an October 2004 auction. The former General Counsel admitted that this internal TLC disagreement was not public at the time the affidavit was prepared, and that his disclosure of these internal, non-public agency discussions violated the City's conflicts of interest law, which prohibits a former City employee from disclosing or using for private advantage any confidential information gained from City service. *COIB v. Mazer*, COIB Case No. 2005-467 (2007).

[20] City Charter § 2604(d)(5) states: "No public servant shall, after leaving city service, disclose or use for private advantage any confidential information gained from public service which is not otherwise made available to the public; provided, however, that this shall not prohibit any public servant from disclosing any information concerning conduct which the public servant knows or reasonably believes to involve waste, inefficiency, corruption, criminal activity or conflict of interest."

LOBBYIST GIFT RULE

- **Relevant Law:** Administrative Code § 3-225; Board Rules § 1-16[21]

The Board fined a lobbyist $4,000 for giving a gift to a New York City Councilmember. In 2013, the lobbyist offered to provide his support and assistance to help the Councilmember become Speaker of the City Council. To aid the Councilmember's campaign for Speaker, the lobbyist and employees at his firm, The Advance Group, provided free consulting services, which included expending corporate resources, valued at $3,796.44. The Speaker is a leadership position within the City Council, not an independent public office; the process by which the Council chooses a Speaker is not an "election" under the Election Law. Because the lobbyist's volunteer efforts were provided to assist with a Councilmember's campaign for Speaker, they constituted a gift subject to the Lobbyist Gift Rule, which prohibits lobbyists from offering or giving a gift of any value to a public servant. For the first violation of the Lobbyist Gift Law, the NYC Administrative Code provides that lobbyists are subject to a fine of no less than $2,500 and no more than $5,000. *COIB v. Levenson*, COIB Case No. 2014-903a (2016). *See also COIB v. Mark-Viverito*, COIB Case No. 2014-903 (2016).

[21] Administrative Code § 3-225 provides: "No person required to be listed on a statement of registration pursuant to section 3-213(c)(1) of subchapter 2 of this chapter shall offer or give a gift to any public servant."

Board Rules § 1-16(a) provides: "Pursuant to Administrative Code § 3-225, no person required to be listed on a statement of registration pursuant to § 3-213(c)(1) of the Administrative Code shall offer or give a gift to any public servant."