

**IN THE MATTER OF OLGA KIPP
COIB CASE NO. 2015-851
OATH INDEX NO. 171159
JANUARY 27, 2017**

SUMMARY: The Board fined a New York City Department of Education (“DOE”) School Aide \$50 for, on multiple occasions, soliciting and receiving loans of \$20 or less from the parent of a student she supervised. The School Aide repaid the last loan she received—a \$20 loan she obtained in November 2014—on January 18, 2017, after being asked to repay the loan by the Board. For a DOE employee to seek a loan from a parent of a student supervised by that employee constitutes a misuse of that employee’s DOE position in violation of City Charter § 2604(b)(3). *COIB v. Kipp*, COIB Case No. 2015-851 (2017).

STIPULATION AND DISPOSITION:

WHEREAS, the New York City Conflicts of Interest Board (the “Board”) commenced an enforcement action pursuant to Section 2603(h)(1) of Chapter 68 of the New York City Charter (“Chapter 68”) against Olga Kipp (“Respondent”); and

WHEREAS, the Board and Respondent wish to resolve this matter on the following terms; and

IT IS HEREBY AGREED, by and among the parties, as follows:

1. In full satisfaction of the above-captioned matter, Respondent admits to the following:
 - a. Since March 17, 2004, I have been employed by the New York City Department of Education (“DOE”) as a School Aide assigned to PS 279 in the Bronx. As such, at all relevant times hereafter mentioned, I was a public servant within the meaning of Chapter 68.
 - b. In my role as a School Aide, I supervise PS 279 students during their lunch periods.
 - c. On multiple occasions between September 2010 and November 2014, I requested and received loans of \$20 or less from the mother of one of the students I supervised.
 - d. I repaid the last of the loans I received from the student’s mother—a \$20 loan I obtained in November 2014—on January 18, 2017, after being asked to repay the loan by the Board.

- e. I acknowledge that, by requesting and receiving loans from the parent of a student I supervised, I violated City Charter § 2604(b)(3), which 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.

2. The Board, after considering and balancing a number of factors—including prior cases in which a DOE employee obtained a loan from the parent of a student the employee supervised; Respondent’s DOE position of limited authority; and Respondent’s eventual repayment of the loans—has determined that the appropriate penalty in this case is the payment of a fine of Fifty Dollars (\$50) to the Board.

3. Respondent agrees to the following:

- a. I agree to pay a fine of Fifty Dollars (\$50) to the Board by money order or by cashier, bank, or certified check, made payable to the “New York City Conflicts of Interest Board,” at the time of my signing this Disposition.
- b. I agree that this Disposition is a public and final resolution of the Board’s charges against me.
- c. I knowingly waive on my behalf and on behalf of my successors and assigns any rights to commence any judicial or administrative proceeding or appeal before any court of competent jurisdiction, administrative tribunal, political subdivision, or office of the City or the State of New York or the United States, and to contest the lawfulness, authority, jurisdiction, or power of the Board in imposing the penalty which is embodied in this Disposition, and I waive any right to make any legal or equitable claims or to initiate legal proceedings of any kind against the Board, or any members or employees thereof relating to, or arising out of this Disposition or the matters recited therein.
- d. I confirm that I have entered into this Disposition freely, knowingly, and intentionally, without coercion or duress and having had the opportunity to be represented by an attorney of my choice and having declined that opportunity; that I accept all terms and conditions contained herein without reliance on any other promises or offers previously made or tendered by any past or present representative of the Board; and that I fully understand all the terms of this Disposition.
- e. I agree that any material misstatement of the facts of this matter, including of the Disposition, by me or by my attorney or agent shall, at the

discretion of the Board, be deemed a waiver of confidentiality of this matter.

4. The Board accepts this Disposition and the terms contained herein as a final disposition of the above-captioned matter only, and affirmatively state that other than as recited herein, no further action will be taken by the Board against Respondent based upon the facts and circumstances set forth herein, except that the Board shall be entitled to take any and all actions necessary to enforce the terms of this Disposition.

5. This Disposition shall not be effective until all parties have affixed their signatures below.

Dated: January 13, 2017

_____/s/
Olga Kipp
Respondent

Dated: January 27, 2017

_____/s/
Richard Briffault
Chair
NYC Conflicts of Interest Board