

IN THE MATTER OF BRUCE HARRIS
COIB CASE NO. 2015-516
FEBRUARY 17, 2017

SUMMARY: The Board imposed a \$40,000 fine, reduced to \$1,000 on a showing of financial hardship, on a former New York City Department of Education (“DOE”) Teacher for his violations of the City’s conflicts of interest law. As part of his DOE duties, the former Teacher supervised students in his school’s work-study program and processed their timesheets for submission to DOE. DOE issued paychecks that he then distributed to the students. From December 2014 through April 2015, the former Teacher added work hours to the time sheets of four students, inflating their hours to include time they had not worked. He then used his authority as their teacher to direct the students to split with him the extra money they received from DOE. As a result, the Teacher received approximately \$1,289 in improper payments from DOE. The Teacher acknowledged that, by inflating the work hours on student time sheets and directing the students to split with him the payments they received from DOE, he used his City position to benefit himself in violation of City Charter § 2604(b)(3). The Teacher also acknowledged that, by causing this overbilling of DOE, he used City resources for a personal purpose in violation of City Charter § 2604(b)(2), pursuant to Board Rules § 1-13(b). *COIB v. B. Harris*, COIB Case No. 2015-516 (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 Bruce Harris (“Respondent”); and

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

IT IS HEREBY AGREED by and between the parties as follows:

1. In full satisfaction of the above-captioned matter, Respondent admits to the following:
 - a. From February 1, 1993, until June 30, 2016, I was employed by the New York City Department of Education (“DOE”), most recently as a teacher assigned to the Alfred E. Smith Career and Technical High School (“600X”) in the Bronx. As such, during that time, I was a “public servant” within the meaning of Chapter 68.
 - b. As part of my duties at 600X, I supervised students in the school’s work-study program. Those students, through DOE, worked at part-time jobs at various private businesses. As part of the work-study program, the participating students filled out timesheets accounting for the hours they worked at their part-time jobs and gave those timesheets to me for submission to DOE, which issued paychecks that I distributed to the students.

- c. From in or around December 2014 until in or about April 2015, I added additional work hours that the students had not worked to multiple timesheets of four students to inflate their hours and then used my authority as a teacher to direct the students to split the payments they received from DOE for those extra hours with me.
- d. As a result, I received approximately \$1,289 in improper payments from DOE.
- e. I acknowledge that, by adding additional work hours to the timesheets of four students to inflate their hours and then directing the students to split the payments they received from DOE for those extra hours with me, I used my City position to benefit myself in violation of 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.

- f. I acknowledge that, by causing the overbilling of DOE so that I could receive DOE funds for my personal use, I used City resources for a personal purpose in violation of City Charter § 2604(b)(2), pursuant to Board Rules § 1-13(b), which state respectively:

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.

Except as provided in subdivision (c) of this section, 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.

2. The Board considered the seriousness of Respondent's violations – specifically, that Respondent broke the trust inherent in the student-teacher relationship by using his authority as a teacher to involve his students in a fraudulent scheme – in determining that the appropriate penalty in this case is a fine of Forty Thousand Dollars (\$40,000).

3. The Board accepts Respondent's claim of financial hardship, supported by documentation provided to the Board by Respondent reflecting Respondent's lack of assets and expenses exceeding his current retirement income, and agrees to reduce the fine to be paid from Forty Thousand Dollars (\$40,000) to One Thousand Dollars (\$1,000).

4. In recognition of the foregoing, Respondent agrees to the following:

- a. I agree to the imposition of a fine of Forty Thousand Dollars (\$40,000) by the Board and to the reduction of that fine to One Thousand Dollars (\$1,000).
- b. I agree to pay a fine of One Thousand Dollars (\$1,000.00) to the Board, by money order or by cashier check, bank check, or certified check, made payable to the "New York City Conflicts of Interest Board."
- 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 after having been represented by an attorney of my choice; 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.

5. The Board accepts this Disposition and the terms contained herein as a final disposition of the above-captioned matter only, and affirmatively states 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 10, 2017

_____/s/
Bruce Harris
Respondent

Dated: January 18, 2017

_____/s/
Richard E. Casagrande
Attorney for Respondent
By: Gregory M. Ainsley, Of Counsel

Dated: February 17, 2017

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