

IN THE MATTER OF NICOLE CAMPBELL
COIB CASE NO. 2016-900
ACS FILE NO. 66054-284-001
APRIL 28, 2017

SUMMARY: The Board and the New York City Administration for Children’s Services (“ACS”) concluded a three-way settlement with a Child Protective Specialist, who agreed to accept an eight-workday suspension, of which she will serve only six workdays valued at approximately \$1,389, for two violations of Chapter 68. First, the Child Protective Specialist violated City Charter § 2604(b)(3) by invoking her ACS position during a Family Court hearing involving an associated family member. During the hearing, the Child Protective Specialist told the presiding judge three times what specific actions she, as an ACS Child Protective Specialist, thought ACS should take. Second, the Child Protective Specialist Level II violated City Charter § 2604(b)(4) by accessing the New York State Central Register’s confidential child abuse and maltreatment database, CONNECTIONS, on one occasion to obtain information about the status of an associated family member’s case for her own personal use and to benefit the associated family member. *COIB v. N. Campbell*, COIB Case No. 2016-900 (2017).

STIPULATION AND DISPOSITION:

WHEREAS, the New York City Administration for Children’s Services (“ACS”) served disciplinary charges against Nicole Campbell (“Respondent”), pursuant to Section 75 of the Civil Service Law, alleging violations of the City’s conflicts of interest law, found in Chapter 68 of the City Charter (“Chapter 68”), and the ACS Code of Conduct; and

WHEREAS, given that related disciplinary charges were pending at ACS, the New York City Conflicts of Interest Board (the “Board”) referred this matter to ACS pursuant to Section 2603(e)(2)(d) of Chapter 68; and

WHEREAS, the Board, ACS, and Respondent wish to resolve these matters 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. I have been employed by ACS since February 20, 2007, most recently as a Child Protective Specialist Level II. As such, I am a “public servant” within the meaning of and subject to Chapter 68.
 - b. To perform my official duties as a Child Protective Specialist Level II, I have access to CONNECTIONS. CONNECTIONS is a confidential database of child abuse and maltreatment investigations used by ACS and other child protective service agencies throughout New York State.

- c. On October 31, 2014, without authorization or a City purpose, I accessed the confidential CONNECTIONS records of a case involving my close family members. I accessed the case records to obtain information about the status of the case for my own personal use and to benefit my close family members.
- d. On or about June 27, 2016, I appeared in my personal capacity in a Family Court hearing involving my close family members. During the hearing, I invoked my ACS position three times when telling the presiding judge what specific actions I thought ACS should take in the case.
- e. I acknowledge that, by using confidential City information to learn the status of an ACS case involving my family member with whom I am “associated,” as that term is defined by Chapter 68,¹ I violated Chapter 68, specifically Section 2604(b)(4). City Charter § 2604(b)(4) states in relevant part:

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.

- f. I acknowledge that, by invoking my ACS position during a Family Court hearing involving my associated family member, I used my City position to obtain a benefit for my associated family member 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.

- g. On or about December 28, 2016, ACS served me with disciplinary charges, pursuant to Section 75 of the Civil Service Law, relating to the above-described conduct. I acknowledge that my above-described conduct violated the ACS Code of Conduct, as set forth in the disciplinary charges.

2. ACS has determined that an eight (8) workday suspension, of which Respondent will serve six (6) workdays, valued at approximately \$1,389, is the appropriate penalty to resolve this matter.

¹ City Charter § 2601(5) states: “A person or firm ‘associated’ with a public servant includes a spouse, domestic partner, child, parent or sibling; a person with whom the public servant has a business or other financial relationship; and each firm in which the public servant has a present or potential interest.”

3. The Board accepts the agency-imposed suspension as sufficient penalty for the violations of Chapter 68 cited above and imposes no additional penalty.

4. Respondent agrees to the following:

- a. I agree to accept an eight (8) workday suspension, of which I will serve six (6) workdays, valued at approximately \$1,338.90, on dates to be determined by ACS.
- b. I agree that this Disposition is a public and final resolution of the ACS charges and the Board's action 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 or ACS 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 ACS, 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 the union representative 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 or ACS; 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 agent shall, at the discretion of the Board, be deemed a waiver of confidentiality of this matter.

3. The Board and ACS accept 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 or ACS against Respondent based upon the facts and circumstances set forth herein, except that the Board and ACS shall be entitled to take any and all actions necessary to enforce the terms of this Disposition.

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

Dated: March 24, 2017

_____/s/
Nicole Campbell
Respondent

Dated: March 30, 2017

_____/s/
Darek Robinson
Vice President of Grievances and Legal Services
SSEU Local 371, DC 37
Union Representative for Respondent

Dated: April 5, 2017

_____/s/
Joseph Cardieri
General Counsel and Deputy Commissioner
NYC Administration for Children's Services

Dated: April 28, 2017

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