

**IN THE MATTER OF EDWARD GINSBERG  
COIB CASE NO. 2016-838  
DOE CASE NO. 1153045  
JANUARY 27, 2017**

**SUMMARY:** In a three-way settlement with the Board and New York City Department of Education (“DOE”), a DOE Associate Educational Analyst agreed to resign his DOE employment after using another employee’s DOE procurement card to purchase \$554.09 worth of items for his personal use, including clothing, a Kindle e-reader, and candy. The Associate Educational Analyst repaid DOE in full for the charges after DOE discovered the misconduct. The Board accepted the employee’s resignation as sufficient for the Chapter 68 violations committed. *COIB v. Ginsberg*, COIB Case No. 2016-838 (2017).

**STIPULATION AND DISPOSITION:**

**WHEREAS**, the New York City Department of Education (“DOE”) served disciplinary charges against Edward Ginsberg (“Respondent”), pursuant to Section 75 of the New York Civil Service Law, alleging conduct that violated the DOE Chancellor’s Regulations and Chapter 68 of the New York City Charter (“Chapter 68”);

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

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

**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 September 11, 1989, I have been employed by DOE, most recently as an Associate Educational Analyst. As such, during this time I have been and am a “public servant” within the meaning of and subject to Chapter 68.
  - b. On five occasions between October 25, 2013, and October 8, 2015, I used a DOE procurement credit card (“P-card”) that had been issued to another DOE employee to purchase a total of \$554.09 of items for my personal use, including clothing, a Kindle e-reader, and candy.
  - c. I subsequently repaid DOE in full for the P-card charges after DOE discovered my misconduct.
  - d. I acknowledge that, by using City funds to purchase items for my personal benefit, I used City resources for a non-City 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. DOE has determined that the appropriate penalty in this case is termination, but DOE is willing to accept a resignation in lieu of termination in resolution of its disciplinary action.

3. The Board accepts Respondent's resignation as sufficient penalty for the violation of Chapter 68 cited above and imposes no additional penalty.

4. DOE agrees to provide Respondent with a neutral letter of reference for all prospective non-DOE employment.

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

- a. I agree to irrevocably resign my DOE employment effective April 3, 2017.
- b. I agree that this Disposition is a public and final resolution of the DOE 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 DOE 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 DOE, 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 been represented by the 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 or DOE; and that I fully understand all the terms of this Disposition.
- e. I agree that any material misstatement of the facts of this Chapter 68 matter, including of the Disposition, by me or by my representative or agent shall, at the discretion of the Board, be deemed a waiver of confidentiality of this matter.

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

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

Dated: December 9, 2016

\_\_\_\_\_/s/  
Edward Ginsberg  
Respondent

Dated: December 9, 2016

\_\_\_\_\_/s/  
Jonathan D. Factor  
Law Office of Stuart Salles  
Attorney for Respondent

Dated: December 15, 2016

\_\_\_\_\_/s/  
Karen Antoine  
Acting Deputy Counsel to the Chancellor  
NYC Department of Education  
By: Myriam Berardino, Agency Attorney

Dated: January 27, 2017

\_\_\_\_\_/s/  
Richard Briffault  
Chair  
NYC Conflicts of Interest Board