

**IN THE MATTER OF MARIA MARTINEZ
COIB CASE NO. 2014-943
APRIL 28, 2017**

SUMMARY: In a three-way settlement with the Board and the New York City Department of Education, an Assistant Principal at the Wilton School (“PS 30”) in the Bronx agreed to pay a \$2,000 fine to the Board for using a school volunteer to pick up her grandchild from a preschool in Harlem and transport her back to PS 30 on at least fourteen occasions and for regularly using the school volunteer to babysit her grandchild for two-and-a-half hours during the school day. The Assistant Principal admitted that she misused her City position by having a school volunteer perform personal babysitting services for her. *COIB v. M. Martinez*, COIB Case No. 2014-943 (2017).

STIPULATION AND DISPOSITION:

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

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

WHEREAS, Respondent wishes to make her employer, the New York City Department of Education (“DOE”) a party to this resolution; and

WHEREAS, DOE agrees to be a party to this resolution,

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 October 31, 1994, I have been employed by DOE, currently as an Assistant Principal at the Wilton School (“PS 30”) in the Bronx. As such, I have been and am a “public servant” within the meaning of and subject to Chapter 68.
 - b. During the 2014-2015 school year, on at least fourteen (14) occasions, I used a PS 30 school volunteer to pick up my grandchild from her preschool in Harlem and transport her to PS 30.
 - c. During the 2014-2015 school year, I also regularly used that school volunteer to babysit my grandchild at PS 30 from approximately 2:00 p.m. until approximately 4:30 p.m. Though I was not aware of it at the time, the school volunteer would sometimes supervise my grandchild in the classroom of a PS 30 kindergarten teacher.

- d. I acknowledge that, by using a school volunteer to transport my grandchild from her preschool to PS 30 and to babysit her at PS 30, including, though unbeknownst to me, in a PS 30 classroom, 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. In recognition of the foregoing, Respondent agrees to the following:

- a. I agree to pay a fine of Two Thousand Dollars (\$2,000.00) 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 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 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 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 matter, including of the Disposition, by me or by my attorney shall, at the discretion of the Board, be deemed a waiver of confidentiality of this matter.

3. 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.

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

Dated: March 13, 2017

_____/s/
Maria Martinez
Respondent

Dated: March 13, 2017

_____/s/
David N. Grandwetter
General Counsel
Council of School Supervisors and Administrators
Counsel for Respondent

Dated: March 16, 2017

_____/s/
Karen Antoine
Acting Deputy Counsel to the Chancellor
NYC Department of Education

Dated: April 28, 2017

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