

IN THE MATTER OF CHRISTINA MALDONADO
COIB CASE NO. 2016-713
ACS FILE NO. 66054-471-000
JANUARY 27, 2017

SUMMARY: In a three-way settlement with the Board and the New York City Administration for Children’s Services (“ACS”), a Child Protective Specialist Supervisor 2, who also operated two private businesses, agreed to serve an eight-workday suspension, valued at approximately \$2,466, to resolve her Chapter 68 violations and unrelated misconduct. During her ACS work hours, the Child Protective Specialist Supervisor sent three emails related to her private businesses using her ACS email account and computer, and attempted to sell event tickets and other products, such as makeup and jewelry, to a number of her subordinates and other ACS employees. The Child Protective Specialist Supervisor acknowledged that she violated the City of New York’s conflicts of interest law, which prohibits a public servant from using City time or City resources to pursue private business activities and from using one’s City position to sell items to a subordinate. *COIB v. C. Maldonado*, COIB Case No. 2016-713 (2017).

STIPULATION AND DISPOSITION:

WHEREAS, the New York City Administration for Children’s Services (“ACS”) served disciplinary charges against Christina Maldonado (“Respondent”), pursuant to Section 75 of New York State Civil Service Law, alleging violations of the City’s conflicts of interest law, found in Chapter 68 of the New York 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 December 11, 2006, most recently as a Child Protective Specialist Supervisor 2. As such, I have been and continue to be a “public servant” within the meaning of and subject to Chapter 68.
 - b. I also operate personal businesses called StyleMe2 Boutique and Pyt Inc.

- c. Between January 2014 and February 2015, during my ACS work hours and using my ACS email account and computer, I sent three emails relating to the operations of StyleMe2 Boutique.
- d. Between March 2015 and May 2015, during my ACS work hours, I attempted to sell event tickets and other products, such as makeup and jewelry, to a number of my subordinates and other ACS employees.
- e. I acknowledge that, by using my ACS computer and email account to send emails related to my private business, I violated 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. [City Charter § 2604(b)(2)]

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. [Board Rules § 1-13(b)]

- f. I acknowledge that, by sending emails related to my private business and attempting to sell event tickets and other products to my ACS colleagues during my City work hours, I violated City Charter § 2604(b)(2), cited above, pursuant to Board Rules § 1-13(a), which states:

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 pursue personal and private activities during times when the public servant is required to perform services for the City. [Board Rules § 1-13(a)]

- g. I acknowledge that, by attempting to sell event tickets and other products to a number of my ACS subordinates, 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.

- h. On or about September 29, 2016, ACS served me with Charges and Specifications related to the above described conduct and other conduct that does not implicate Chapter 68 of the City Charter. 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 workday suspension without pay, valued at approximately \$2,466, is the appropriate penalty to resolve this matter.
3. The Board accepts the agency-imposed suspension without pay 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 serve an eight workday suspension, valued at approximately \$2,466, 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 attorney or 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: December 14, 2016

_____/s/
Christina Maldonado
Respondent

Dated: December 14, 2016

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

Dated: December 22, 2016

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

Dated: January 27, 2017

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