

**IN THE MATTER OF STANLEY SCHLEIN
COIB CASE NO. 2006-350
JANUARY 16, 2008**

SUMMARY: The Board fined the former Chair of the New York City Civil Service Commission (“CCSC”) \$15,000 for misusing City resources and personnel to perform tasks related to his private law practice. The former CCSC Chair acknowledged that he asked the CCSC Office Manager and a CCSC Administrative Associate to perform non-City tasks for him while on City time, using a CCSC computer, telephone, photocopier machine, and facsimile machine, related to his private law practice, including: typing, copying and mailing letters to private clients; retrieving and sending facsimiles; greeting visitors; preparing invoices for clients; preparing an inventory list of documents related to a litigation and then meeting one of the parties to that litigation to review the inventory and the items; preparing an Affirmation of Services concerning the Chair’s legal work; and delivering packages. The former CCSC Chair further acknowledged that he also personally used his CCSC telephone for non-City related matters, totaling over 2,000 calls from January 2004 to September 2006. The former CCSC Chair acknowledged that this conduct violated the City of New York’s conflict of interest law, which prohibits a public servant from using or attempting 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, and prohibits a public servant from using City personnel or City resources for any non-City purpose. *COIB v. Schlein*, COIB Case No. 2006-350 (2008).

STIPULATION AND DISPOSITION:

WHEREAS, the New York City Conflicts of Interest Board (the “Board”) and Respondent Stanley Schlein wish to resolve this matter on the following terms,

Respondent Stanley Schlein states the following:

1. From July 1, 1990, to December 12, 2002, I served as a Commissioner of the New York City Civil Service Commission (“CCSC”) and then as the CCSC Chairman until September 13, 2006.
2. During this time, I was a public servant within the meaning of Chapter 68 of the City Charter (“Chapter 68”).
3. While I was CCSC Chairman, I asked the CCSC Office Manager to perform non-City tasks for me on City time, which tasks she did perform for me on City time using the CCSC computer, telephone, photocopier machine, and facsimile machine. These non-City tasks related to my private law practice and included, but are not limited to: typing, copying and mailing letters to private clients; preparing invoices for clients; preparing an inventory list of documents related to a litigation and then meeting one of the parties to that litigation to review the inventory and the items; and preparing an Affirmation of Services concerning my legal work in a different matter.

4. While I was CCSC Chairman, I asked a Principal Administrative Associate at the CCSC to perform non-City tasks for me on City time, which tasks he did perform for me on City time. These non-City tasks related to my private law practice and included, but are not limited to: delivering packages, retrieving and sending facsimiles, greeting visitors, and retrieving materials from my car on a number of occasions.

5. While I was CCSC Chairman, I used my CCSC telephone for non-City matters, including over 2,000 non-CCSC telephone calls from January 2004 to September 2006.

6. I acknowledge that by using City personnel and my City telephone for non-City tasks related to my private law practice, I violated Chapter 68 of the City Charter, specifically City Charter §§ 2604(b)(2) and 2604(b)(3) and Rules of the Board, Title 53, Rules of the City of New York (“Board Rules”) §§ 1-13(b) and 1-13(d). City Charter § 2604(b)(2) states that “[n]o 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)(3) states that “[n]o 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.” Board Rules § 1-13(b) states in relevant part that “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(d) states in relevant part that “[i]t shall be a violation of City Charter § 2604(b)(2) for any public servant to intentionally or knowingly: (1) solicit, request, command, importune, aid, induce or cause another public servant to engage in conduct that violates City Charter § 2604.”

7. In recognition of the foregoing, I agree to pay a fine of \$15,000.00 (Fifteen Thousand Dollars) to the Board upon signature of this Disposition, by money order or by cashier, bank, or certified check, made payable to the “New York City Conflicts of Interest Board.”

8. I agree that this Disposition is a public and final resolution of the charges against me.

9. 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.

10. 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.

11. 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.

12. 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.

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

Dated: _____, 2007

_____/s/
Stanley Schlein
Respondent

Dated: December 14, 2007

_____/s/
Steven K. Frankel
Frankel Rudder & Lowery LLP
Counsel for Respondent

Dated: January 16, 2008

_____/s/
Steven B. Rosenfeld
Chair
NYC Conflicts of Interest Board