

**IN THE MATTER OF LEIB GLANZ
COIB CASE NO. 2010-831
NOVEMBER 29, 2011**

SUMMARY: The Board fined a former Administrative Chaplain for the New York City Department of Correction (“DOC”) \$2,500 for accepting a solid silver Kiddush cup and plate as a gift from an inmate as a token of appreciation for arranging a private event at the Manhattan Detention Complex to celebrate the Bar Mitzvah of inmate’s son. The former Administrative Chaplain obtained special authorization from his DOC superiors for the December 30, 2008, celebration. During the event, the inmate and his family presented the then Administrative Chaplain with a Kiddush cup and plate, estimated to cost \$500, which he accepted. The former Administrative Chaplain acknowledged his conduct violated the gratuities provision of the City’s conflicts of interest law, which prohibits public servants from accepting gratuities from any person whose interests may be affected by the public servant’s official action. *COIB v. Glanz*, COIB Case No. 2010-831 (2011).

STIPULATION AND DISPOSITION:

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

WHEREAS, the parties wish to resolve this matter 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. From October 23, 2000, to June 16, 2009, I worked for the New York City Department of Correction (“DOC”), first as a Chaplain and, beginning in 2003, as the Administrative Chaplain for the Manhattan Detention Complex. As such, I was at all relevant times hereafter mentioned a “public servant” within the meaning of Chapter 68.
 - b. As the Administrative Chaplain for the Manhattan Detention Complex, I oversaw and coordinated the work of the facility’s Chaplains of all faiths in religious planning and programming. In this capacity, I also provided inmates with religious services in the Jewish faith and religious and spiritual counseling.
 - c. From February 18, 2008, to April 17, 2009, Tuvia Stern was an inmate in the custody of DOC. During that time, DOC housed Mr. Stern at the DOC Manhattan Detention Complex.

- d. I first met Mr. Stern in February 2008 in the context of offering him opportunities for religious observance during his incarceration at the Manhattan Detention Complex.
- e. In late 2008, Mr. Stern informed me that his 12-year-old son was about to have a Bar Mitzvah. I, and to my knowledge other members of the Jewish community, consider it a serious misfortune for a child not to celebrate his Bar Mitzvah with his parents, so I began arranging for Mr. Stern to be able to celebrate his son's Bar Mitzvah at the Manhattan Detention Complex. I recognized this celebration, as planned by Mr. Stern and his family, would fall outside the parameters of DOC protocol for inmate visits and would require special authorization from DOC officials. Therefore, I obtained the necessary grants of authorization and approval from my superiors at DOC and then oversaw the arrangements for the event to ensure it fell within the authorized parameters.
- f. On December 30, 2008, Mr. Stern celebrated his son's Bar Mitzvah with a private event at the Manhattan Detention Complex. During the event, Mr. Stern and his family presented me, in front of all of the guests, with a Kiddush cup and plate as a token of the family's appreciation for my efforts in arranging the event for them. The gift was engraved as follows: "A Sign of Remembrance, to Aryeh Leib Glanz, from Tuvia Stern." I initially refused to accept the gift, but the family and other guests insisted that I accept it. I believe that to have refused this gift under these circumstances would likely have caused the Stern family significant embarrassment in front of their relatives and friends. And so, reluctantly, I accepted their gift, which I now understand is estimated to have cost the Stern family \$500. I did not solicit this gift or ask that Mr. Stern or his family compensate me in any way in exchange for arranging the event for them.
- g. I understand that, under the above-described circumstances, the gift of the Kiddush cup and plate was a gratuity, even though I did not consider the cup and plate in monetary terms. Although I was unaware at the time, I acknowledge that, by accepting a gratuity from an inmate at the DOC facility I served as Administrative Chaplain, I violated the City of New York's conflicts of interest law, specifically City Charter § 2604(b)(13), which states:

No public servant shall receive compensation except from the city for performing any official duty or accept or receive any gratuity from any person whose interests may be affected by the public servant's official action.

2. In recognition of the foregoing, Respondent agrees to the following:
 - a. I agree to pay a fine of Two Thousand Five Hundred Dollars (\$2,500.00) to the Board by money order or cashier, bank, or certified check, made payable to the "New York City Conflicts of Interest Board," upon signing this Disposition.

- b. I agree that this Disposition is a public and final resolution of the Board's charge 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 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.
- d. I confirm that I have entered into this Disposition freely, knowingly, and intentionally, without coercion or duress, and after having had the opportunity to be 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.
- 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 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.

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

Dated: November 3, 2011

_____/s/
Leib Glanz
Respondent

Dated: November 8, 2011

_____/s/
Alan Vinegrad
Covington & Burling LLP
Counsel for Respondent

Dated: November 29, 2011

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