

**IN THE MATTER OF VAUGHN THOMPSON
COIB CASE NO. 2009-845
SEPTEMBER 10, 2012**

SUMMARY: A former Principal for the New York City Department of Education (“DOE”) violated the City’s conflicts of interest law by using a DOE-issued credit card—known as a Procurement Card or P-Card—to make approximately \$9,000 of personal purchases. In a public disposition of the Board’s charges, the former Principal admitted that he understood DOE issued him the P-Card to pay for educational and school-related expenses only and acknowledged that, by using the P-Card for personal purchases, he violated the City’s conflicts of interest law. In a January 2010 settlement with the DOE, the then-Principal agreed to pay \$9,000 to DOE, to irrevocably resign his position, and to never seek future employment with DOE. The Board imposed no additional penalty in its case. *COIB v. Thompson*, COIB Case No. 2009-845 (2012).

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 Vaughn Thompson (“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 September 3, 2003, to January 4, 2010, I was employed by the New York City Department of Education (“DOE”). As such, I was a “public servant” within the meaning of Chapter 68.
 - b. At all times hereafter mentioned, I was the Principal of The Young Scholars Academy, located in the Bronx.
 - c. DOE gave me a bank-issued credit card, known as a Procurement Card or P-Card, to use for certain categories of purchases related to the legitimate educational and/or administrative expenses of my school. I understood that purchases that are personal in nature were strictly prohibited.
 - d. From September 20, 2008, to February 2, 2009, I used the P-Card to make multiple personal purchases totaling approximately \$9,000, which were charged to DOE.
 - e. In 2009, DOE commenced disciplinary charges against me pursuant to Education Law § 3020-a for separate misconduct. In lieu of amending those charges to include my unauthorized P-Card purchases, on January 4, 2010, DOE entered into

a post-charge stipulation of settlement with me, whereby I agreed to pay \$9,000.00 to DOE, to irrevocably resign from DOE, and to never seek future employment with DOE. My resignation was effective January 4, 2010, and I paid the \$9,000.00 to DOE by June 2010.

- f. I acknowledge that, by using DOE funds to pay for my personal expenditures, I violated the City's conflicts of interest law, specifically City Charter § 2604(b)(2), pursuant to Section 1-13(b) of the Rules of the Board, Title 53, Rules of the City of New York (the "Board Rules"), 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)]

- g. I acknowledge that, by using the P-Card entrusted to me as Principal for my personal purchases, I violated the City's conflicts of interest law, specifically 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. The Board accepts the DOE-imposed penalty described in Paragraph 1(e) in resolution of the above-described violations of Chapter 68.

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

- a. This disposition is a public and final resolution of the Board's charges against me.
- b. 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.

- c. 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 or other 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; and that I fully understand all the terms of this disposition.
- d. 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.

4. 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.

5. This disposition shall not be effective until all parties have affixed their signatures below.

Dated: August 9, 2012

_____/s/
Vaughn Thompson
Respondent

Dated: August 10, 2012

_____/s/
David Grandwetter
Council of School Supervisors & Administrators
Counsel for Respondent

Dated: September 10, 2012

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