

THE CITY OF NEW YORK  
CONFLICTS OF INTEREST BOARD

-----	X
<i>In the Matter of</i>	:
	:
	:
DANIEL RUSSO	:
	:
Respondent.	:
-----	X

**DISPOSITION**

COIB Case No. 2023-682

**WHEREAS**, the New York City Conflicts of Interest Board (the "Board") commenced an enforcement action pursuant to Section 2603(h)(1) of the City of New York's conflicts of interest law, Chapter 68 of the New York City Charter ("Chapter 68"), against Daniel Russo ("Respondent"); and

**WHEREAS**, the Board and Respondent 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 August 30, 2007, to July 1, 2023, I was employed by the New York City Department of Education ("DOE"), most recently as a Deputy Superintendent of District 11. During this time, I was a "public servant" within the meaning of and subject to Chapter 68.
  - b. From March 2020 to January 17, 2023, I was the direct supervisor of Eduardo Calderon, Principal of Cornerstone Academy for Social Action Middle School.
  - c. From November 2021 to November 2022, I lived with Calderon at his apartment in Yonkers, New York.
  - d. On May 18, 2022, I completed Calderon's performance evaluation.
  - e. Since July 2022, I have shared a bank account with Calderon into which we both deposit and withdraw funds.
  - f. In November 2022, I purchased a house in White Plains, New York with Calderon and my father for \$793,000. I live with Calderon at this house.

- g. I acknowledge that, by supervising Calderon, a person with whom I am “associated,” as defined by City Charter § 2601(5), from November 2021 to January 17, 2023, I used my City position to benefit a person with whom I am associated in violation of 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. I acknowledge that, by living with, sharing a bank account with, and purchasing a house with Calderon while I was his supervisor, I entered into a financial relationship with my subordinate in violation of City Charter § 2604(b)(14), which states:

No public servant shall enter into any business or financial relationship with another public servant who is a superior or subordinate of such public servant.

2. The Board has determined that the appropriate penalty in this case is a fine of Five Thousand Five Hundred Dollars (\$5,500). In setting the amount of the penalty, the Board considered the substantial nature of the financial relationship into which Respondent entered with his subordinate and that Respondent was a high-level and long-serving public servant who should be held to a high standard of compliance with the conflicts of interest law.

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

- a. I agree to pay a fine of Five Thousand Five Hundred Dollars (\$5,500) 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” as follows: One Thousand Eight Hundred and Thirty-Three Dollars (\$1,833) on or before January 31, 2024; One Thousand Eight Hundred and Thirty-Three Dollars (\$1,833) on or before February 29, 2024; and One Thousand Eight Hundred and Thirty-Four Dollars (\$1,834) on or before March 31, 2024.
- b. I agree that this Disposition is a public and final resolution of the Board’s charges 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.

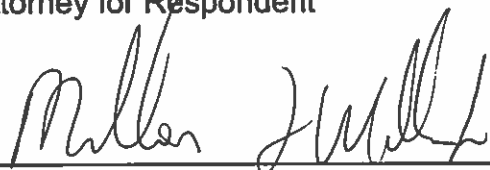
- d. I confirm that I have entered into this Disposition freely, knowingly, and intentionally, without coercion or duress, and having been represented by the attorney of my choice; that I accept all terms and conditions contained herein without reliance on any other promises or offers previously made 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, by my attorney, or by my 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 and/or penalties will be taken or imposed 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: 2/3/2024, 2024   
Daniel Russo  
Respondent

Dated: 2/5/24, 2024   
Emile Sayegh  
Sayegh & Sayegh, P.C.  
Attorney for Respondent

Dated: 4/18, 2024   
Milton L. Williams Jr.  
Chair  
NYC Conflicts of Interest Board