

THE CITY OF NEW YORK
CONFLICTS OF INTEREST BOARD AND
THE CITY OF NEW YORK
ADMINISTRATION FOR CHILDREN'S SERVICES

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| <i>In the Matter of</i> | <u>DISPOSITION</u> |
| DANJEL CESPEDES | COIB Case No. 2023-798 |
| Respondent. | |
| ----- X | |

WHEREAS, the New York City Administration for Children's Services ("ACS") served disciplinary charges against Daniel Céspedes ("Respondent") alleging violations of the City's conflicts of interest law, found in Chapter 68 of the New York City Charter ("Chapter 68"), as well as violations of the ACS Code of Conduct;

WHEREAS, given that ACS' disciplinary charges implicate Chapter 68, the New York City Conflicts of Interest Board (the "Board") referred this matter back to ACS pursuant to Section 2603(e)(2)(d) of Chapter 68; and

WHEREAS, the Board, ACS, and Respondent wish to resolve this matter on the following terms,

IT IS HEREBY AGREED by and among the parties as follows:

1. In full satisfaction of the above-captioned matter, Respondent admits to the following:
 - a. Since August 8, 2016, I have been employed by ACS as a Child Protective Specialist. During this time, I have been and am a "public servant" within the meaning of and subject to Chapter 68.
 - b. My duties as a Child Protective Specialist include managing a caseload of families for whom there are credible allegations of child abuse and/or neglect to assess and ensure the safety and well-being of the children in the family.
 - c. Between May 3, 2018, and January 14, 2019, one of the families in my caseload ("Family A") was the subject of multiple reports of suspected child abuse and/or neglect. The children in Family A were under court-ordered ACS supervision.

- d. On November 23, 2018, I directed the mother in Family A ("Parent A") to communicate with me using a non-ACS phone number.
- e. While I was the Child Protective Specialist for Family A, I engaged in a coercive sexual text message exchange with Parent A. During the course of this coercive text exchange, Parent A provided me with sexually suggestive photographs.
- f. I acknowledge that, by obtaining sexually suggestive photographs of Parent A while I was responsible for handling her ACS case, I used my City position to obtain a private benefit and 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.

2. ACS has determined that the appropriate penalty in this case is Respondent's separation from employment with ACS. Accordingly, Respondent shall resign from ACS employment no later than February 14, 2025. If Respondent does not resign by that date, his ACS employment will be terminated. Until the date of his resignation, Respondent will not be assigned to work with families dealing with allegations of child abuse and/or neglect. Respondent shall not seek re-employment with ACS. If Respondent is re-hired by ACS, this settlement will be grounds for immediate termination without further labor or discipline process.

3. In assessing the penalty in this matter, the Board considered that Respondent committed a serious violation of Chapter 68 by obtaining sexually suggestive photographs from a mother whose ACS case he was handling. The Board accepts the penalty imposed by ACS as sufficient to resolve Respondent's Chapter 68 violations and imposes no additional penalty.


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

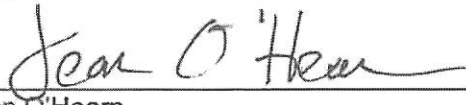
- a. I agree to resign from my position at ACS no later than February 14, 2025. I further agree to be terminated by ACS if I fail to resign on or by February 14, 2025. I agree not to seek re-employment with ACS.
- b. If I am re-hired by ACS, this settlement will be grounds for immediate termination without further labor or discipline process.
- b. I agree that this Disposition is a public and final resolution of ACS' disciplinary action and any Board enforcement 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 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 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.

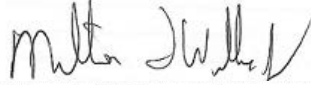
5. The Board and ACS accept this Disposition and the terms contained herein as a final disposition of the above-captioned matter only, and affirmatively states that, other than as recited herein, no further action will be taken by the Board or ACS against Respondent based upon the facts and circumstances 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.

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

Dated: 1-31-2025, 2025 
Daniel Cespedes
Respondent

Dated: 1/31, 2025 
Jean O'Hearn
Kreisberg Maitland Mendelberg & O'Hearn, LLP
Attorney for Respondent

Dated: 2/24/25, 2025 
Joseph Cardieri
Deputy Commissioner, General Counsel
NYC Administration for Children's Services

Dated: March 5, 2025 
Milton L. Williams Jr.
Chair
NYC Conflicts of Interest Board