

FEB 07 2019

STATE OF NEW YORK
JOINT COMMISSION ON PUBLIC ETHICS
IN THE MATTER OF OLAJIDE OLADIPO,

540 Broadway
Albany, New York 12207

CHAIR OF THE DEPARTMENT OF BUSINESS
AND ECONOMICS, YORK COMMUNITY
COLLEGE AT CITY UNIVERSITY OF NEW
YORK.

SUBSTANTIAL BASIS INVESTIGATION REPORT
AND SETTLEMENT AGREEMENT
CASE NO. 18-110

WHEREAS, the Joint Commission on Public Ethics ("Commission") is authorized by Executive Law § 94 to conduct an investigation to determine whether a substantial basis exists to conclude that any violations of the Public Officers Law have occurred, to issue a report of its findings of fact and conclusions of law, and to impose penalties for any violation;

WHEREAS, Olajide Oladipo ("Respondent"), is employed by the City University of New York ("CUNY"), York Community College from approximately 2010 until the present, and currently serves as the Chair of the Department of Business and Economics;

WHEREAS, on May 17, 2018, CUNY sent this matter to the Commission for its consideration;

WHEREAS, on October 4, 2018, a letter was sent to Respondent alleging violations of Public Officers Law §§ 73-a (4), 74 (3) (d), (h), which afforded Respondent fifteen (15) days to respond and Respondent, through counsel responded on October 18, 2018 and submitted a supplemental response on December 7, 2018;

WHEREAS, on October 30, 2018, the Commission commenced an investigation in this matter;

WHEREAS, Respondent and the Commission, the parties to this Settlement Agreement ("Agreement"), have agreed to resolve this matter in a manner that avoids additional administrative and/or adjudicatory proceedings;

NOW THEREFORE, in consideration of the mutual covenants made herein, as the final settlement of this matter, the parties stipulate and agree that:

1. Respondent admits that from 2010 through 2016, while employed as a professor and Chair of the Department of Business and Economics at York Community College at CUNY, he also served as the President of Research and Business Solutions ("RBS") a/k/a Institute for Public Policy and Economic Analysis ("IPPEAN"). In addition, from approximately 2012 through approximately 2018, Respondent also served on the Board of Directors for the Northeast Business and Economics Association ("NBEA"). Respondent admits that, while serving as the Chair of his department, he asked CUNY professors in his department to participate in conferences hosted by IPPEAN, which included a registration fee. Respondent approved one CUNY professor's reimbursement request to pay IPPEAN the registration fee for an IPPEAN conference.
2. Respondent admits that he failed to disclose his positions and compensation with RBS a/k/a IPPEAN on his Annual Statements of Financial Disclosure ("FDS") encompassing the years 2010 to 2016. Respondent admits that he failed to disclose his uncompensated Board of Director position with NBEA on his FDS encompassing the years 2012 to 2018.
3. Respondent admits that his conduct described in Paragraphs 1 and 2 violated Public Officers Law § 73-a (4) which provides that a reporting individual who knowingly and willfully fails to file an annual statement of financial disclosure or who knowingly and willfully with intent to deceive makes a false statement or gives information which such individual knows to be false on such statement of financial disclosure shall be subject to a civil penalty in an amount not to exceed forty thousand dollars.
4. The Respondent agrees to pay the Commission the amount of six thousand dollars (\$6,000.00) in settlement of the said violation with five thousand dollars at the signing of this Agreement and the remaining one thousand dollars within thirty (30) days of execution of this Agreement.
5. Respondent also agrees to amend his 2010 to 2016 Annual Statements of Financial Disclosures to accurately reflect his positions and compensation within thirty (30) days of execution of this Agreement. Respondent also agrees to file an accurate 2017 FDS within thirty (30) days of execution of this Agreement.
6. The Commission has agreed to the terms of this Agreement based on, among other things, the representations made by the Respondent. To the extent that such representations made by the Respondent are later found by the Commission to be materially incomplete or inaccurate, the Respondent shall be in breach of this Agreement.
7. If the Respondent fails to timely perform any conditions set forth in the Agreement, Respondent shall be in breach of this Agreement.
8. Respondent agrees not to take any action or to make, permit to be made, authorize, or agree to any public statement denying, directly or indirectly, any finding in this Agreement or creating the impression that this Agreement is without factual basis. Nothing in this paragraph affects Respondent's: (a) testimonial obligations; or (b) right to take legal or factual positions in defense of litigation or other legal proceedings to which the Commission is not a party, or make truthful statements. A violation of this Paragraph constitutes a breach of this Agreement by Respondent.

9. Upon a breach of this Agreement, the Commission shall have sole discretion to deem the Agreement null and void in its entirety, issue a new Notice of Substantial Investigation and Hearing, which may include additional charges against Respondent and proceed with an enforcement action, and then issue a new Substantial Investigation Report; or to deem the Respondent in breach of this Agreement and pursue, in court, any other remedy to which the Commission is entitled at law or in equity, including but not limited to, specific performance or injunction. As to any new Notice of Substantial Investigation and Hearing or enforcement action by the Commission pursuant to this paragraph: (1) Respondent waives any claim that such action is time-barred by a statute of limitations or any other time-related defenses; and (2) Respondent expressly acknowledges and agrees that the Commission may use any statements herein, or any other statements, documents or materials produced or provided by Respondent prior to or after the date of this Agreement.
10. Respondent shall upon request by the Commission provide all documentation and information reasonably necessary for the Commission to verify compliance with this Agreement.
11. Respondent understands and acknowledges that the Commission may investigate any other conduct not covered by this Agreement by Respondent and take any appropriate action.
12. Respondent waives the right to assert any defenses or any challenges to this Agreement, as well as any right to appeal or challenge the determination or conduct of the Commission relating to this matter in any forum.
13. This Agreement and any dispute related thereto shall be governed by the laws of the State of New York without regard to any conflict of laws principles.
14. Respondent consents to the jurisdiction of the Commission in any proceeding to enforce this Agreement.
15. It is understood that this Agreement is not confidential and will be made public within 45 days of its execution in accordance with Executive Law §§ 94(14) & (19).
16. This Agreement constitutes the entire agreement between the parties and supersedes any prior communication, understanding, or agreement, whether oral or written, concerning the subject matter of this Agreement. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Agreement has been relied upon by any party to this Agreement.
17. Any amendment or modification to this Agreement shall be in writing and signed by both parties.
18. This Agreement shall become effective upon execution by the Commission or its designee.

19. In the event that one or more provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
20. By signing below, Respondent acknowledges reading this Agreement in its entirety, understanding all terms and conditions of this Agreement, and having done so, knowingly, voluntarily, and freely enters into this Agreement. Electronic and facsimile signatures shall be deemed originals for the purpose of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same instrument. Respondent was represented by Nadia M. Pervez, of Pervez & Rehman, P.C.

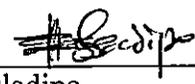
Dated: ~~January 7~~ ^{February}, 2019



Seth H. Agata
Executive Director
New York State Joint Commission on Public Ethics

ACCEPTED AND AGREED TO
THIS 2nd DAY OF February, 2019

Respondent

By: 

Olajide Oladipo

Approved:

Michael K. Rozen
Chair

Robert Cohen
James E. Dering
Colleen C. DiPirro
William P. Fisher
Julie A. Garcia
Daniel J. Horwitz
Marvin E. Jacob
Gary J. Lavine
George H. Weissman
James Yates
Members

David J. McNamara
Absent