

July 21, 2010

Hon. Joel I. Klein
Chancellor
New York City Public Schools
Department of Education
52 Chambers Street, Room 314
New York, NY 10007

Re: Maria Penaherrera
Gardy Brazela
Joseph Meehan
SCI Case #2009-2326

Dear Chancellor Klein:

An investigation conducted by this office has substantiated serious misconduct at PS 114 in Brooklyn. The former principal, Maria Penaherrera, committed various financial infractions when she was assigned to PS 114, including the use of false bids; Gardy Brazela, President of the Friends United Block Association and Friend United Youth Center (“Friends United”) who was not a Department of Education (“DOE”) employee, operated the Friends United after school program at PS 114 without securing a space permit, attempted to give a gift to Penaherrera’s replacement, Anita Prashad, and attempted to give envelopes containing money to PS 114 Custodian Joseph Meehan. Custodian Meehan did not follow proper procedure with respect to the Friends United space permit applications and did not report the offer of money by Brazela.¹

This investigation began on June 5, 2009, when a confidential complainant spoke with an investigator from the office of the Special Commissioner of Investigation (“SCI”) and reported financial impropriety and other wrongdoing at PS 114. The confidential complainant subsequently gave detailed information to the assigned SCI investigator.

SCI investigators interviewed Network Leader Julia Bove from Integrated Curriculum and Instruction (“ICI”), the Learning Support Organization (“LSO”) chosen

¹ Penaherrera had been reassigned prior to the start of this investigation, but not as a result of it. Brazela’s program no longer operates at PS 114 and Meehan was not reassigned as a result of this investigation.

by Penaherrera in 2007. During the 2005-2006 school year, Bove was the superintendent responsible for PS 114 and was Penaherrera's direct supervisor.

Bove said that, during her first meeting with Penaherrera in August 2005, she knew there would be problems because Penaherrera was always all over the place. As a result, she never got anything done. Bove added that, during the 2006-2007 school year, she no longer directly supervised Penaherrera, but was aware that Penaherrera "went crazy with the budget, hiring several extra assistant principals and spending money that she did not have," which placed PS 114 in a large deficit.

Bove continued that, for the 2007-2008 school year, she began working as a network leader for ICI and, surprisingly, Penaherrera picked Bove to be the network leader for PS 114. Bove said that she was to provide academic support only and she could not force Penaherrera to follow her suggestions. Bove added that she immediately realized that Penaherrera's budget was severely bloated. According to Bove, the network team was constantly at PS 114 providing support for Penaherrera because she could not function without it. Bove reported that the Chancellor's Office had been ready to remove Penaherrera during the 2007-2008 school year, but as a result of the massive amount of support provided to Penaherrera, the school's rating went from an "F" to a "B," so the Chancellor's Office left Penaherrera in place.

According to Bove, during the 2008-2009 school year, it was obvious that Penaherrera was incompetent and over her head. In October 2008, Penaherrera received an unsatisfactory rating during her quality review and blamed Bove for not defending her.

Although ICI as the LSO provided professional development, Bove said that Penaherrera hired two consultants, Stan Kaminsky and Yvette Mendez, to assist in the classroom, claiming that she did so because she had no assistant principals. Bove explained that Penaherrera had exceeded the assistant principals the previous year to try to salvage her budget. Bove reported that the consultants hired by Penaherrera performed the same job as Bove.

Bove informed investigators that everything came to a head in February 2009, when she received an e-mail message from the safety officer responsible for PS 114 who inquired about the evacuation at the school. Bove did not know anything about an evacuation of PS 114; she later learned that a carbon monoxide alarm had gone off inside the school, but Penaherrera was not there because she was late getting to work. Bove said that there was no safety plan in place and no leadership in Penaherrera's absence. Bove added that the school was not evacuated until Penaherrera arrived and, although everything turned out alright, Penaherrera never notified anyone about the incident. Bove explained that this caused legal problems with the unions and complaints from parents. As a result, the Chancellor's Office decided to remove Penaherrera from her position.

Bove reported that, in February 2009, Penaherrera was replaced by Anita Prashad, a former principal on a leave of absence in Florida who wanted to return to the DOE. Bove added that Prashad took over at PS 114 from February 2009 until September 2009 when she took another principal position at a school in Queens.

SCI investigators met with Anita Prashad who explained that, in the summer of 2007, she took a personal leave of absence from her position at the DOE and traveled to Florida but, in early February 2009, she was asked to return to New York to head PS 114. Upon her return, Prashad learned that she had stepped into a challenging role because, in addition to other problems, PS 114 was running at a deficit and the former principal, Penaherrera, had been removed for mismanagement of funds. Prashad reported that the deficit at PS 114 was hundreds of thousands of dollars.

Principal Prashad continued that, she immediately looked into the two professional development consultants who performed the same work as Network Leader Bove. Prashad reported that Penaherrera paid ICI \$38,000 for its services. According to Prashad, from December 2008 until February 2009, using the PS114 budget, Penaherrera paid Stan Kaminsky of Leadership Group Consultants, Inc. \$15,000 and Yvette Mendez of Urban Education Consultants, Inc. \$10,000. Prashad stopped the use of both consultants.

Prashad informed investigators that, shortly after taking control of the school, she met with Gardy Brazela who ran the Family United after school program at PS 114 from 3:00 p.m. to 6:00 p.m., Monday through Friday. About 110 to 115 students – most, but not all, from PS 114 – attended the program; their parents were charged a one time fee of \$200 per child for the school year. Brazela told Prashad that the Friends United after school program provided homework assistance and recreational activities.

Prashad said that, in early March 2009, she met again with Brazela to discuss safety concerns she had about the after school program because, although dismissal was at 2:50 p.m., the Friends United staff did not appear until 3:00 p.m. or later, and the children wandered around the school unsupervised. Prashad added that, the next day, Brazela placed a wheeled duffel bag on her desk and, when she opened it, she saw that it contained “about 30 knockoff pocketbooks.” Prashad returned the merchandise to Brazela.

Prashad told Custodian Meehan about the pocketbooks and he responded that was “the way Brazela does business.” Meehan told Prashad that there was a number on file in the computer, but there was no actual space permit for Friends United.

SCI investigators spoke with Joseph Meehan who said that, as of the 2008-2009 school year, there were no hard copy permits; rather, everything was entered online. Meehan added that he entered the permit application into the computer, but it was supposed to be printed out and signed by the principal. According to Meehan, as far as

he was concerned, Friends United had the proper permit to operate at PS 114. Meehan explained that he did not receive reimbursement for his staff in connection with the permit because the program did not meet after 6:00 p.m., on weekends, or on holidays.

Meehan produced a copy of a space permit application from Friends United requesting the use of PS 114 from September 8, 2005 through June 30, 2006, which had been approved with Penaherrera's signature. Meehan could not locate the permits for the 2006-2007 or 2007-2008 school years. Meehan went online and pulled up an unsigned copy of the 2008-2009 permit which he printed and gave to the assigned investigator.

Meehan recalled that Prashad told him about a duffle bag filled with counterfeit handbags which Brazela had given to her. Meehan informed investigators that "it didn't surprise [him]." Meehan reported that, on three different occasions, usually around Christmas, Brazela tried to give the custodian envelopes filled with money. Meehan said that last time it happened was Christmas time in 2008. Meehan added that he did not accept the envelopes, but advised Brazela that, if he wanted to do something for the custodial staff – like buy them lunch – that would be alright. Meehan said that he never thought to report that conduct because, in his mind, Brazela did not expect anything in return, but was trying to give him something around the holidays.

A review of the Custodial Payroll System revealed space permits for the Friends United after school program at PS 114 for the 2005-2006 and the 2008-2009 school years, but did not list permits for the 2006-2007 or the 2007-2008 school years.

SCI investigators interviewed Extended Use Representative Julia Hayes who was in charge of the space permits for PS 114. According to Hayes, she researched the Friends United after school program and learned that it had been using space at PS 114 since the 2001-2002 school year, but there were no valid permits on file for any school year. Hayes added that Friends United paid no money to use PS 114.

Hayes acknowledged that, in August 2008, a permit application for Friends United to use space at PS 114 during the 2008-2009 school year appeared in her electronic mailbox. However, according to Hayes, it was not approved because a signed hardcopy of the required paperwork was never sent to Hayes at the Integrated Service Center ("ISC") to back up the online application. Hayes added that her attempts to obtain the paperwork from Penaherrera and Meehan went nowhere.

In a second interview, Joseph Meehan recalled telling SCI investigators that the Friends United after school program had proper permits to operate at PS 114. Meehan asserted that the Friends United after school program was already at the school when he was assigned there.

Meehan continued that, in his second year at PS 114, when it came time to reapply for a permit, Principal Penaherrera advised Meehan that the Friends United after

school program would have the same space in the school as the previous year – the school cafeteria. Meehan explained that he never questioned Penaherrera about the Friends United after school program at any time during her tenure as principal. Meehan admitted that, when the school was under the control of Penaherrera, the proper permit procedure was never followed with respect to the Friends United after school program.

In an interview with investigators from this office, Friends United President Gardy Brazela said that he ran the block association and youth center in Canarsie, Brooklyn. For the last 11 years, United Friends had operated an after school program from the cafeteria at PS 114, Monday through Friday, from 3:00 p.m. until 6:00 p.m. Brazela described the Friends United after school program as a non-profit Community Based Organization which had eight paid employees and gave the students who attended an environment in which to do their homework. Brazela asserted that the program advertised through fliers distributed in the community and in front of the local schools and the children who attended came from various schools throughout Canarsie, Brooklyn.

Brazela continued that, until the previous school year, a \$25 registration fee was charged but, because the Friends United after school program received a \$50,000 grant every year from the Department of Youth and Community Development (“DYCD”), the program was instructed to eliminate the charge. Brazela explained that the Friends United after school program was a subcontractor on the grant which was given to the Hebrew Education Society. Brazela added that the program had received funds from that grant since 2001. Brazela reported that Friends United also received a \$19,000 grant directly from the New York State Department of Children’s Services. Brazela said that, in addition, the after school program conducted fundraising in the community.

Brazela was questioned further about the amount of the fee which had been reported as being as high as \$250, rather than \$25. Brazela responded that, when he first started the Friends United after school program, attendance was free, but he subsequently charged a registration fee of \$25, which eventually increased to \$250, until he was told by DYCD that he could not charge a fee. Brazela maintained that he only charged the \$250 fee for about two years. Brazela added that it was very hard to actually obtain the grant money, that the money was always almost a year behind, and that he had to find alternate ways to fund the Friends United after school program until the money came through.

Brazela claimed that he had a permit to operate the Friends United after school program at PS 114 and that he filed every year with the custodian. Brazela acknowledged that he never submitted a signed permit application to the ISC. Brazela asserted that the program had been at PS 114 for the past 11 years, through the tenure of four principals, and there had never been an issue until Prashad became the head of the school. According to Brazela, in May 2009, he met with Prashad to discuss issues she

had with the Friends United after school program and she informed Brazela that, beginning in September 2009, the program would not be allowed to operate at PS 114.

Brazela confirmed that, in March 2009, he visited PS 114 to meet with Principal Prashad and admitted that he gave her six or seven handbags “as a get to know you gift.” Brazela acknowledged that, the next day, Prashad had someone from the school contact him about taking back the handbags. Brazela confirmed that he subsequently retrieved the handbags.

Brazela also admitted that on two occasions, “right around Christmas,” he attempted to give Custodian Meehan envelopes containing \$250 in cash, but Meehan would not accept the envelopes. Brazela did not respond when asked why he tried to give DOE employees gifts and cash.

SCI investigators met with District 18 Superintendent Beverly Wilkins who said that, in December 2007, there was a meeting to discuss Penaherrera’s poor financial management as well as practices which were against DOE policy. Wilkins explained that Penaherrera violated proper hiring guidelines and depleted a substantial portion of the per diem substitute budget. Wilkins said that Penaherrera rehired a teacher who had been fired from PS 114 by the DOE for not having the proper licenses and certifications. Wilkins added that Penaherrera paid the teacher from the per diem substitute funds so that the teacher’s name did not appear on the PS 114 organizational chart in the computer database. According to Wilkins, Penaherrera hired four paraprofessionals who were working daily assignments, but paid them with money allotted for per diem substitutes. Wilkins also reported that Penaherrera, who already had two full-time secretaries on staff, hired an additional secretary with per diem funds, even though the secretary worked at the school on a daily basis. Wilkins told investigators that, disregarding advice to the contrary, Penaherrera hired two additional assistant principals and three guidance counselors, which far exceeded the specifications for PS 114.

SCI investigators interviewed Librarian Andrea Carte who was Penaherrera’s administrative assistant and business manager for two years. Carte said that her main duties revolved around purchasing, but everything was approved by Penaherrera. Carte acknowledged that Penaherrera mismanaged the school budget. Carte explained that Penaherrera frequently made purchases with money which was not designated for such purchases and she spent inordinate amounts of money on unnecessary purchases. As an example, Carte cited the hiring of the two professional development consultants. Carte said that Penaherrera paid its LSO, ICI, almost \$40,000 during the school year to perform that function and there was no need to hire the two private consultants. Carte gave as another example, \$14,000 that Penaherrera paid to Arts Horizons to do art work with the students. According to Carte, when she questioned expenditures and how they were being tracked, Penaherrera basically told Carte to mind her own business.

In a subsequent interview with SCI investigators, conducted in the presence of her union representative, Andrea Carte said that she was not involved in the bids for the professional development consultants.

The assigned SCI investigator examined the purchase orders, the corresponding proposals, and the competitive bids – supplied by Principal Prashad – which related to Penaherrera’s use of Leadership Group Consultants, Inc. and Urban Education Consultants, Inc. The losing competitive bids attached to both purchase orders purported to emanate from Victory Schools and Research Works Inc.

SCI investigators met with Victory Schools Senior Vice President Lisa Miller in the presence of Associate General Counsel Christine Green. Miller explained that the main function of Victory Schools in New York was to run Charter schools and to provide professional development in the Charter schools. Miller said that the company provided professional development in some DOE high schools, but not in elementary schools.

Miller reviewed the Victory Schools proposal obtained from Penaherrera’s paperwork at PS 114 and immediately responded that it did not come from Victory Schools. Miller explained that a Victory Schools proposal would be signed by the consultant performing the services, but the proposal in question was not signed at all. In addition, the format was incorrect and Victory Schools had not been at the main office address listed on the letterhead of the proposal in question for four or five years. Moreover, Victory Schools did not put its address at the top of a proposal. Miller also reported that the company kept copies of all proposals, but there was no record of ever having written a proposal for PS 114.

The assigned SCI investigator contacted Research Works Inc. Financial Officer and Business Manager Matthew Loatman by telephone at the company’s headquarters in Albany, New York. Loatman said that the company had written proposals to DOE schools, but had not received any work in the area of professional development. Loatman added that Research Works Inc. previously maintained a satellite office in Hawthorne, New York – the address on the proposal – but moved to Tarrytown, New York in September 2007. Loatman confirmed that Marie-Elena Liotta – who purportedly authored the proposal in question – worked for the company as the point person for writing proposals, but left Research Works Inc. in December 2007.

At Loatman’s request, the assigned investigator faxed a copy of the proposal to him. Loatman reviewed it and reported that the proposal was on outdated letterhead. Loatman added that the proposal was poorly written and was not something anyone in his company would have submitted. Loatman checked employee W-4 forms and advised that the signature on the bottom of the proposal in question, purportedly that of Marie-Elena Liotta, was not even close to the signature on Liotta’s W-4 form. According to Loatman, he had copies of all proposals from the company and he could not find one which remotely resembled the proposal in question.

In an interview with SCI investigators, Leadership Group Consultants, Inc. President Stan Kaminsky said that he worked for the City school system from 1963 until 1990, held the position of principal from 1975 through 1990, and then became the principal at Valley Stream Elementary School on Long Island. Kaminsky added that he formed Leadership Group Consultants Inc. in 1998, and continued to do some consulting work.

Kaminsky continued that, in late November or early December 2008, he was contacted by a former colleague, whom he had mentored at one time, and she asked him to help Principal Penaherrera whose school was in severe crisis. Kaminsky described Penaherrera as extremely paranoid – she whispered throughout their initial meeting and advised him that the “walls [had] ears.” Kaminsky also described Penaherrera as extremely incompetent. Kaminsky said that, in all of his years in education, he had never seen a school being run as poorly as PS 114.

Kaminsky submitted a proposal to Penaherrera and she hired him to do consulting work which included mentoring teachers, assisting with curriculum and classroom management, and working with parents. According to Kaminsky, he was at PS 114 for seven full days and one half day before Penaherrera was removed. The new principal then terminated the remainder of his contract at the school.

In an interview with SCI investigators, Urban Education Consultants, Inc. President Yvette Mendez said that she worked in the City schools for 33 years, her last assignment was as an assistant principal, and she retired in 2005. Mendez added that, in early October 2008, a former DOE colleague contacted her and advised that PS 114 Principal Penaherrera needed assistance to get her school under control. According to Mendez, originally she was going to work in the school as an F-status assistant principal, but the DOE would not fund that position, so she was brought in as a consultant. Mendez explained that she had just formed Urban Education Consultants, Inc. and it took two months for her to receive approval to provide her services to the DOE.

Mendez said that she started as a consultant at PS 114 in January 2009, assisted Penaherrera with various administrative functions, provided professional development to several teachers, walked around the school, made classroom observations, and made suggestions on how to better the school. Mendez worked at PS 114 for the entire month of January 2009, and one day in February 2009, until the new principal terminated her contract with the school.

In an interview with investigators from this office, conducted in the presence of her union representative, Maria Penaherrera informed investigators that the Friends United after school program had been at PS 114 for 10 years and that she had known Gardy Brazela since 2004. Penaherrera maintained that, as far as she knew, the Friends United after school program always had the proper permits to operate at PS 114.

Penaherrera disputed information provided by Hayes who was in charge of the space permits. Penaherrera remembered signing permits for the Friends United after school program.

Penaherrera disputed that she left the school in a deficit of hundreds of thousands of dollars and asserted that PS 114 was \$97,000 in the black when she was removed. Penaherrera acknowledged that the school had a deficit of \$153,000 during the 2007-2008 school year and, in December 2007, there was a meeting at the ISC to address the problem. Penaherrera maintained that ISC staff recommended that she “get rid of four paraprofessionals” and that she “needed to fire” a teacher who previously had been fired by the DOE for not having the required qualifications, but was rehired by Penaherrera in September 2007, on a per diem basis. Penaherrera was unable to explain why she rehired the teacher.

Penaherrera disagreed with the information provided by the ISC which indicated that, in 2007, Penaherrera was over budget by almost \$180,000, hired paraprofessionals on a daily basis when she could not afford to do so, hired full-time teachers from substitute funds so there was no money to hire actual substitute teachers, and hired extra assistant principals though she had no funds available to do so. However, Penaherrera admitted that she exceeded the assistant principals and stopped hiring out of the substitute budget.

Penaherrera said that she signed up with the ICI Network in September 2007, and acknowledged that she paid \$38,000 a year for ICI’s services, which included professional staff development and legal services. Penaherrera added that the network leader was Julia Bove. Penaherrera asserted that she had a good working relationship with Bove but, although Bove helped to some degree, Penaherrera “felt that the school needed more than what was being provided.”

As a result, Penaherrera hired individuals from Leadership Group Consultants, Inc. and Urban Education Consultants, Inc. to provide additional professional development and instructional support to the staff at PS 114. Penaherrera said that she enlisted help from the ISC to obtain competitive bids for purchase orders to hire the consultants. Penaherrera reviewed the relevant purchase orders and the supporting documentation which purported to be competitive bids. Penaherrera recognized the competitive bids and asserted that she followed proper procedure, but did not say that she obtained the bids. Penaherrera acknowledged that it was her responsibility to obtain the competitive bids and said that no one at PS 114 assisted her. When confronted with the fact that the bids were fraudulent, Penaherrera claimed that she did not generate any false proposals and refused to explain how the fake bids became part of the purchase order.

Penaherrera was questioned about the PS 114 General School Fund (“GSF”) account. Penaherrera said that she became a signatory on the account in September 2004, and that she authorized all transactions. Penaherrera reviewed checks written from the

GSF for various reasons, including reimbursement of medical expenses, reimbursement for a lost cell phone, reimbursement for broken glasses, a payment to the Department of Motor Vehicles, payment for tickets to the Friends United Youth Center Dinner, and payment for tickets to a reunion. When asked to explain those expenditures, Penaherrera responded that she needed to check her notes.²

The GSF records showed that no checks were written after December 2007, and that there was only one deposit into the GSF, for \$1,053.55, on January 30, 2009. Penaherrera said that she had no need to write any checks from the GSF account and she had no one available to collect and deposit money. In July 2009, the assigned SCI investigator was present at PS 114 when Penaherrera opened a locked safe in the principal's office, and an amount of cash was discovered. As an explanation for that cash, Penaherrera reiterated that she had no one available to deposit that money. Penaherrera refused to answer any further questions about the PS 114 GSF account.

SCI investigators met with Pupil Accounting Secretary JoAnn Bryant, a signatory on the PS 114 GSF account. Bryant reviewed checks from the GSF account written in 2006 and 2007; Penaherrera was then the principal. The first check, dated January 20, 2006, in the amount of \$10, was signed by Bryant and Payroll Secretary Stella Matles, and contained a notation: "reimbursement for glasses repair." Bryant responded that it appeared the check had been written to a parent to cover the cost of a student's broken glasses.

The second check, dated March 13, 2006, in the amount of \$35, was signed by Penaherrera and Bryant, and contained the notation: "lost cell phone." Bryant responded that it most likely was written to a student or a parent to cover the cost of a lost cell phone, but Bryant did not remember the specifics.

The third check, dated May 31, 2006, in the amount of \$600, written to the Friends United Youth Center, was signed by Bryant and Matles, and contained the notation: "8 tickets for 6/4 dinner." Bryant explained that the check was written to cover the cost of eight tickets to the Friends United Dinner. Bryant confirmed that Friends United was a Community Based Organization which operated an after school program at PS 114.

The fourth check, dated June 14, 2006, in the amount of \$100, written to Marisa Farina, was signed by Matles and Bryant, and contained the notation: "for 6/23 Carmen Farina Reunion."³ Bryant did not recognize the name and did not recall the expense related to the check.

² Penaherrera never provided a response about these specific transactions.

³ Farina was a longtime employee of the City school system. She retired effective June 30, 2006; at that time she held the position of deputy chancellor.

The fifth check, dated November 3, 2006, in the amount of \$90, written to the Department of Motor Vehicles, was signed by Bryant and Matles, and contained the notation: "Carol Metrick AAD1439045." Bryant said that Metrick was a former PS 114 teacher who had recently retired, but she did not know the reason for the check.

The sixth check, dated May 25, 2007, in the amount of \$250, was signed by Matles and Bryant, and contained the notation: "Reimbursement Medical Bill." Bryant responded that the check apparently was written to a parent to cover medical expenses incurred by a student who was injured during an incident at the school.

The seventh check, dated June 12, 2007, in the amount of \$60, was signed by Matles and Bryant, and contained the notation: "Medical Bill Reimbursement." Bryant said that this was another case in which a student had been injured at PS 114 and a check was given to the parent for incurred medical expenses.

The eighth check, dated December 3, 2007, in the amount of \$500, was signed by Penaherrera and Bryant, and contained the notation: "Dental Coverage." Bryant responded that the check was given to the same parent who received the sixth check, to cover additional medical expenses incurred when the child was injured at PS 114.

Bryant explained that all of these checks were already written out when they were presented for her signature. Bryant added that she never wrote any of the checks, but merely signed them. Bryant advised that Principal Penaherrera approved all expenditures and she did as she was told by Penaherrera.

SCI investigators spoke with Payroll Secretary Stella Matles who confirmed that she was a signatory on the PS 114 GSF account. Matles reviewed the checks she signed with Bryant – which Bryant had reviewed – and gave an account consistent with Bryant's version of events. An additional check, dated June 21, 2007, in the amount of \$50, written to "Winthrop University Hosp," was signed by Penaherrera and Matles, and contained the notation: "Medical Reimbursement." Matles responded that the check was another example of a parent being reimbursed for medical expenses incurred when a student was injured at school.

Matles said that all of the checks had been completed when presented to her and merely required her signature. Matles asserted that she never approved any expenses from the GSF account and that all transactions were approved by Principal Penaherrera. Matles added that she did as she was told by Penaherrera.

The assigned SCI investigator spoke by telephone with District 18 Family Advocate Joanne Rubano who explained the proper procedure to be followed to

reimburse a family for medical expenses incurred when a student was injured on school property. Rubano said that, first, the parents of the child needed to submit the medical bills to their own insurance company for payment. Then, expenses not covered were submitted to the City Comptroller's Office for payment. Rubano added that a principal should not be making medical expense reimbursement payments to the families of students out of the GSF account. According to Rubano, there was no legitimate reason to use the GSF account for payments to the Department of Motor Vehicles, for a lost cell phone, or for the repair of eyeglasses.

SCI investigators met with Carol Metrick, a PS 114 teacher who retired on March 1, 2010. Metrick reviewed the \$90 check payable to the Department of Motor Vehicles which referenced her in the notation on it. Metrick responded that she and Penaherrera traveled to an educational conference at Columbia University in Metrick's car. As they neared Columbia University, Penaherrera asked Metrick to call someone at the conference to make sure they were going to the right location. Metrick explained that she made the call and was stopped shortly thereafter by a police officer who issued a summons to her for talking on a cell phone while driving. Metrick added that she was angry because Penaherrera had a DOE cell phone, she was not driving, and she should have placed the phone call. Metrick voiced her opinion to Penaherrera who advised Metrick that she would pay for the summons. Metrick gave the summons to Penaherrera who must have paid it, because Metrick was not given the check.

It is the recommendation of this office that Maria Penaherrera's employment be terminated, that she be made ineligible for work with the DOE, and that this matter be considered should she apply for any position in the City school system in the future.

Gardy Brazela attempted to give property to two DOE employees. Maria Penaherrera used fraudulent bids to hire two consultants. We are sending our findings to Kings County District Attorney Charles J. Hynes for whatever action he deems appropriate.

We refer our findings concerning Joseph Meehan for whatever action you deem appropriate.

Maria Penaherrera used PS 114 funds to make payments unrelated to the school. Her conduct may violate the conflicts of interest provisions of the New York City Charter which is administered by the New York City Conflicts of Interest Board.

We are forwarding a copy of this letter and of our report concerning this investigation to the Office of Legal Services. We also are sending our findings to the State Education Department for whatever action it deems appropriate. Should you have any inquiries regarding the above, please contact First Deputy Commissioner Regina Loughran, the attorney assigned to the case. She can be reached at (212) 510-1426. Please notify First Deputy Commissioner Loughran within 30 days of receipt of this letter of what, if any, action has been taken or is contemplated regarding this investigation. Thank you for your attention to this matter.

Sincerely,

RICHARD J. CONDON
Special Commissioner
of Investigation for the
New York City School District

RJC:RAL:gm

c: Michael Best, Esq.
Theresa Europe, Esq.