

CITY OF NEW YORK
THE SPECIAL COMMISSIONER OF INVESTIGATION
FOR THE NEW YORK CITY SCHOOL DISTRICT

HOW TO SUCCEED WITHOUT REALLY TRYING:
*THE ALTERNATIVE TO EDUCATION
AT EASTERN DISTRICT SENIOR ACADEMY*

EDWARD F. STANCIK
SPECIAL COMMISSIONER

ROBERT M. BRENNER
FIRST DEPUTY COMMISSIONER

BY: **SHAWN KERBY**, SPECIAL COUNSEL
MARK CROWLEY, SENIOR INVESTIGATOR

JUNE 1998

ACKNOWLEDGEMENTS

This investigation was conducted under the supervision of First Deputy Commissioner Robert Brenner and Deputy Chief Investigator Thomas Comiskey. Mark Crowley headed the investigation. He was assisted by Investigator Richard Puntillo and Investigative Analyst Elie Kaunfer.

We gratefully acknowledge the assistance provided in this investigation by the Office of the Superintendent for Brooklyn and Staten Island High Schools, the University Applications Processing Center, and the State Education Department.

HOW TO SUCCEED WITHOUT REALLY TRYING:

The Alternative to Education at Eastern District Senior Academy

INTRODUCTION	1
BACKGROUND.....	4
Eastern District High School.....	4
BREVOT'S CREATIVE CURRICULUM AND CREDITS	6
Interdisciplinary Class Credits	6
Multiple Credits for Internships	8
Credit for Non-Academic Work on Campus.....	11
Leadership Class	11
Family Group Sessions.....	13
BREVOT'S REVERSAL OF FAILING GRADES	14
Summer School Math Grades	14
Classes Failed in the Past.....	17
REGENT'S COMPETENCY TESTS	20
THE IMPACT ON SENIOR ACADEMY STUDENTS	23
BREVOT'S SELECTED STAFF AT SENIOR ACADEMY.....	26
Unlicensed Teachers	28
CONCLUSION AND RECOMMENDATIONS	30
The State Education Department.....	31

INTRODUCTION

For the 1996-97 school year, Marcia Brevot served as a consultant-principal for Eastern District Senior Academy ("Senior Academy") in Brooklyn, which was scheduled to close in June 1998. During that year, Brevot instituted an alternative education program that was conducive to graduating as many students as possible by the closing date, regardless of state or city requirements. She relaxed the curriculum and restructured the system of awarding credits in a manner that made it easier for students to accumulate credits, but which ignored essential academic requirements. In addition, Brevot created her own exceptions to the New York State mandated Regent's Competency Tests ("RCTs") and issued diplomas to students who could not pass these exams. Moreover, rather than allow a failing grade to prevent a student from graduating, she changed the grades to passing scores and awarded credits for classes that students failed in the years prior to her assignment at Senior Academy. In fact, she went so far as to grant a diploma to an adult who was not even enrolled at the school.

As a result, of the 277 students who graduated during the 1996-97 school year, **61** students were granted diplomas without completing all subject credit requirements or passing all RCTs, **30** graduates failed math yet still received credit, and **83** other students received diplomas under questionable circumstances. Specifically, Brevot granted diplomas to **20** students who failed one or more required RCTs, and to **4** students who both failed RCTs and lacked required course credits. Another **37** students received

diplomas without satisfying all course work.¹ Moreover, Brevot arbitrarily reversed the grades of **68** students who failed math, and ultimately allowed **30** of these students to graduate without legitimately completing their math requirements. Finally, **83** other graduates who had previously failed one or more classes had their grades changed and received credits.²

In sum, approximately 174 of 277 students who graduated from Senior Academy during Brevot's assignment received diplomas that were either invalid or issued under questionable circumstances:

Students who failed RCTs	20
Students who failed RCTs and lack credits	4
Students who lack credits	<u>37</u>
Subtotal	61
Students who failed math yet received credit	<u>30</u>
Subtotal	91
Students who received credit for past failure	<u>83</u>
Total	174

Brevot's actions have not been without serious consequences. Already, some graduates have learned that their diplomas are, quite literally, not worth the paper on which they are printed. The guidance department, now under the supervision of the

¹Of these 37 students who received diplomas without completing all requirements, 35 were missing subject credits, and two were lacking "Crest" or "Native Language Tests." While 14 of these 37 students have either remedied the situation or are in the process of doing so, 23 students have not returned to school to satisfy their outstanding academic requirements for a legitimate diploma.

²There were 93 graduates who had one or more previously failed classes changed, but 10 of these students were also missing essential subject credits. As such, these 10 students are already represented in the guidance department's category of the 37 students who received diplomas without completing all course requirements.

Office of the Superintendent of Brooklyn and Staten Island High Schools ("BASIS"), has rescinded the 61 diplomas awarded to the students who lacked RCTs or credits. Those students will have to return to high school to complete any missing graduation requirements. A number who were enrolled in college already have been forced to return to school to satisfy outstanding requirements. Still others will not be able to obtain an official high school transcript for college or work without going back to school to remedy the situation. Ultimately, the price for Brevot's alternative system of education will be paid by these students, some of whom are ill-prepared for their future, and others who lack the requisite credentials to hold a high school diploma. Prospective employers and colleges, too, will be shortchanged as a result of her misconduct when their expectations of the basic abilities of a high school graduate cannot be fulfilled.

On June 25, 1998, the last group of students will graduate from Senior Academy. Through no fault of their own, some of these graduates had to work extra hard this year to earn their diplomas. The new Senior Academy administration, under the supervision of BASIS, reviewed the transcripts for the remaining students and rejected many of the dubious course credits granted during Brevot's tenure. As a result, some students had to complete additional work in order to ensure that they would receive a valid diploma. This report only focuses on the year of Brevot's assignment at Senior Academy, the effects of which are still being felt at the school.

BACKGROUND

Eastern District High School

In October 1995, the State Education Department placed Eastern District High School ("Eastern District") under "corrective action" after having been a "school under registration review" since 1989.³ In December 1995, a "Redesign Advisory Committee" was organized to serve in an advisory capacity to Chancellor Rudolph Crew.⁴ Eastern District was transferred to the Chancellor's District in April 1996, and the school closed in June 1996. In its place, four autonomous schools opened at the 850 Grand Street campus under the jurisdiction of the Office of the Superintendent of Alternative High Schools.⁵

Beginning with the 1996-97 school year, the 850 Grand Street campus that was formerly known as Eastern District High School became the following four schools:

School for Legal Studies

High School for Enterprise, Business and Technology

Progress High School

Eastern District Senior Academy

³A public school becomes a "school under registration review" based upon performance in a variety of areas affecting student learning such as attendance, dropout rates, school violence, administration turnover, use of uncertified teachers, as well as academic achievement of students. Upon notice from the State Commissioner of Education, the Board of Education develops a "corrective action plan" to correct the identified areas of concern, which may include a plan to replace the school with a "redesigned school."

⁴Caesar Previdi was assigned as the supervising principal, and Laura Rodriguez, director of the Office of High Schools, Bilingual ESL Programs, was assigned as the Chancellor's liaison to Eastern District.

⁵In March 1997, however, the school was transferred from the jurisdiction of the superintendent of Alternative High Schools to the superintendent of BASIS.

Eastern District students were classified as freshmen, sophomores, juniors, or seniors based upon the accumulated high school credits reflected on their transcripts, and they were placed in one of these four schools.

Senior Academy was scheduled to close permanently in June 1998. In order to accommodate that date, the student body for Senior Academy consisted of only those junior and senior students who could potentially complete the remaining graduation requirements by that time. Thus, Senior Academy would exist for only two school years, from September 1996 to June 1998. For the first school year, Marcia Brevot was assigned as the "consultant-principal."⁶

Brevot worked for the Board of Education ("Board") for 27 years in a variety of positions before retiring in 1995. During her employment, she served as a guidance counselor at P.S. 15 in Manhattan, coordinator of special education in Brooklyn, assistant to then-Superintendent of Alternative High Schools Stephen Phillips, and principal at City-As-School High School in Manhattan. In July 1996, Phillips brought her out of retirement to serve as the principal for Senior Academy.⁷

What follows are the results of our investigation into the administrative and academic activities at Senior Academy during the 1996-97 school year.⁸

⁶According to Chancellor's regulation C-190, consultants are employed only "where there is no member of the regular staff available to perform the assigned duties." They are paid a daily rate and only for 7 hours a day. Brevot's contract for school year 1996-97 was originally for 100 days, at a rate of \$200 a day, but it was later increased to 240 days, on the ground that additional time was necessary to complete the "school reorganization program."

⁷At the close of school year 1996-97, Phillips retired, and the Board declined to renew Brevot's contract.

⁸This investigation was initiated upon a referral from BASIS.

BREVOT'S CREATIVE CURRICULUM AND CREDITS

In order to receive a high school diploma in New York City, a student must earn 40 credits, including at least the following subjects: English, social studies, science, math, art, music, and health. Students need eight credits each in English and social studies, six each in science and math, and one each in art, music, and health.⁹ One credit is equal to 54 hours of instruction. Brevot, however, made it easier for students to accumulate credits and avoid otherwise challenging academic requirements by restructuring the curriculum. She instituted alternative courses and methods of awarding credit toward graduation requirements for "interdisciplinary classes," internships, and even non-academic work. As a result, students received credit for performing clerical work, for running errands for administrative staff, and for merely showing up for a twenty-minute homeroom session.

Interdisciplinary Class Credits

Rather than attending a course that represented one discipline and satisfied one subject credit, Senior Academy students could attend "interdisciplinary" classes, which substituted for a variety of required academic disciplines. Depending upon the subject credit that a student needed for graduation, an interdisciplinary course counted as **one** of many different disciplines: English, social studies, science, math, arts, foreign language, physical education, music, or health. Thus, two students in the exact same interdisciplinary class could receive entirely different subject credits.

In order for an interdisciplinary class to legitimately satisfy multiple subject credits, one would expect there to be a direct relationship between the credits granted and

⁹Graduation requirements are contained in Section 100.5 of the regulations of the New York State Commissioner of Education and are also printed in the Board's "Directory of Public High Schools."

the academic disciplines actually taught in the course. This link did not exist in many of the interdisciplinary classes at Senior Academy. Instead, students received credit for subjects that were not taught or bore only a tenuous relationship to topics covered in the courses. For example, the following represent a few of the many interdisciplinary classes offered during the 1996-97 school year, along with a brief description drawn from the course catalog, and the subject credit allowed:

<u>Course Title</u>	<u>Catalog Description</u> ¹⁰	<u>Subject Credit</u>
<i>Sports Round Up Leagues (rotisserie)</i>	buy, sell, and trade sports stars based on their averages	math, social studies
<i>Wiffle Ball Theory and Coaching</i>	an indoor and outdoor activity	physical education
<i>Theory of Football</i>	class instruction and physical activity	English, physical education
<i>Recycle-A-Bike</i>	how to repair and build a bike; history and science of the bike	English, science, arts
<i>Bicycle High</i>	recycle donated bikes	English, science, social studies, arts
<i>Ornamental Horticulture</i>	creating centerpieces, floral designs, etc.	English, math, health
<i>Art Studio</i>	study of art and careers in art, photography, and fashion	English, arts, social studies

Clearly, there is a weak connection between the subject matter described and the academic credit allowed. Instead of learning the basics of English, such as grammar, vocabulary, or literature, Senior Academy students studied football, art, plants, and

¹⁰These represent excerpts from the actual descriptions in the course catalog.

bicycles to satisfy graduation requirements. Math essentials were replaced with studies of sports and flowers, and art studio substituted for social studies.

There was little or no relationship between the credits allowed and the subjects actually taught in the interdisciplinary courses at Senior Academy because there was no formal review of the courses. Teachers submitted course descriptions and the associated credits for the school's catalog, but they did not have to justify the credits, and their classes were not evaluated to ensure a connection. Instead, according to Brevot,¹¹ she gave teachers the discretion to design their classes and the associated credits. Robert Sanoff, who created the Senior Academy course catalog, confirmed that Brevot "left it up to the teachers what they wanted to teach and how they wanted to teach them," including what type of credit would be allowed for a class. Although Sanoff claimed that he would have questioned a teacher if a class were "totally outlandish where the kid was getting every credit possible," he did not recall ever finding a course or its credits "outlandish" at Senior Academy.

Multiple Credits for Internships

In addition to offering interdisciplinary courses at Senior Academy, Brevot also implemented an internship program, which similarly made it easier for students to accumulate credits and graduate on time. The internships were also classified as interdisciplinary studies, allowing credit in numerous subjects required for graduation, but there was a major difference. In the interdisciplinary classes, students received credit in only one of many possible subject areas, but in an internship they earned multiple credits in more than one discipline. Moreover, the number and type of subject credits

¹¹Brevot was interviewed under oath at this office in the presence of her attorney, Richard Bellman.

that a student received depended more upon what the student needed to graduate than what work was performed during the internship.

According to a staff member at Senior Academy, "family group teachers"¹² assisted students in choosing internships. When that teacher evaluated a student's transcript and determined what subject requirements were outstanding, the student and teacher selected an internship that could potentially award credit in those areas. At the end of the twelve-week internship, the student received the number and type of subject credits based upon what was necessary to graduate. Basically, "what they needed, they got."¹³

For example, one student who interned at a travel agency for twelve weeks received four credits, one in English, one in social studies, one in health, and one in music, merely for word processing, answering phones, addressing envelopes, sending faxes, photocopying, filing, and learning how to make reservations. Although the course catalog described the internship as qualifying only for history and English credit, this student received the additional credits in health and music in order to satisfy additional graduation requirements. Thus, for merely performing office work for one semester, this student satisfied 10% of his credit requirements for graduation.

Similarly, another student's twelve-week internship with a dance company involved filing, answering phones, updating mailing lists, and "other projects." That activity qualified for credit in English, art, social studies, and business education. For these clerical responsibilities, the student received one credit in health and two and one-

¹²All students were assigned to a "family group teacher" who had the responsibility of interpreting transcripts, advising students on academic requirements, and even counseling students.

¹³We are not revealing the identity of this individual who spoke with us confidentially.

half credits in social studies, which satisfied more than 25% of the social studies requirements for graduation.

Moreover, the subject credits awarded had no relationship to the actual work the interns performed. In fact, there was even greater disparity between the duties and the subject credits allowed than with the credits permitted for the interdisciplinary classes. As with the two examples above, many interns performed clerical work such as answering phones, typing, filing, and data processing, yet they were granted multiple credits in subjects such as English, social studies, science, math, art, music, or business education.¹⁴

For those students who either could not or did not want to obtain off-campus positions, internships were also available in school for credit in a variety of subject areas. Similarly, the students' responsibilities in these positions were unrelated to the actual credits awarded. For example, an internship in "building construction maintenance" involved performing general building repairs on campus but qualified for credit in fine arts, health, language arts, math, science, or social studies. A "guidance counselor assistant" at Senior Academy could receive credit in language arts, English, math, or social studies for photocopying, filing, answering phones, clerical work, and light computer work.

Clearly, the multiple subject credits associated with the internships both on and off campus stretch the imagination and had little connection to the actual work being performed by students. The selection of the subjects and the determination of the number of credits granted for an internship depended more upon what a student needed to

¹⁴The descriptions of the internships and the credits appear in the Senior Academy course catalog.

graduate than what work the student actually performed. If students could not satisfy all their graduation requirements by studying bicycles or arranging flowers in an interdisciplinary class, they could supplement their academic program by photocopying and typing in an internship.

Credit for Non-Academic Work On Campus

An internship on campus was not the only way that a Senior Academy student could receive credit without leaving the building and without taking an actual class. For merely performing menial tasks for the administrative staff or for attending a twenty-minute homeroom session, students were awarded credits for graduation requirements.

"Leadership Class"

Students received either English or social studies credit for attending what was described as "leadership class." However, they received no instruction in English or social studies and certainly no training in what it takes to be a leader. In fact, there was no actual instruction on any subject. Instead, students received credit toward graduation requirements for doing nothing more than running errands for one of their teachers.

Henry Ahearn, the Coordinator of Student Activities (COSA),¹⁵ supervised or "taught" this leadership class. By his own definition, however, it was not a real class. There was no curriculum, books, or tests. In fact, there was not even a classroom, but rather the students would show up in his office and "they would do the work, whatever we needed to have done."

¹⁵As the COSA, Ahearn was responsible for student activities such as bus trips, career day, dances, talent shows, and fundraisers.

According to Ahearn, the grades were based upon participation and performance, but "it wasn't like a format where they had to study and learn something, it was just a matter of being around and starting to work together." Ahearn's example of working together for credit was telling a student "I need a bunch of books, will you go downstairs and get the books." Given the instructor's own description of the class, it is difficult to conceive of exactly what skills or knowledge students were gaining in terms of leadership, or any other subject for that matter.

Ahearn did not even know what subject credit was associated with leadership class, and only guessed that it was "any kind of civics or something like that." In fact, students received one-half credit in English or social studies for the six-week cycle. When the instructor of the class does not know what subject credit is covered by his course, there can be no assurance of a true relationship between the credit allowed and the actual class work performed.

Furthermore, students were permitted to enroll repeatedly in leadership class every six-week cycle, and to earn one-half credit in English or social studies each time. With four cycles in a school year,¹⁶ a student who enrolled for the entire year could receive two English or social studies credits, or any combination thereof. In effect, a student could satisfy 25% of his or her high school English or social studies requirements in one year merely by running errands for staff members.

¹⁶Brevot also changed Senior Academy from a semester to a cycle school. As such, classes did not last for one full semester. Rather, the fall and spring semesters were divided into two cycles each.

Family Group Session

Even if Senior Academy students were not inclined to run errands for credit, they could receive one-quarter credit each cycle, or one full credit for the whole year, for sitting in a twenty-minute homeroom-type period called "family group." During this twenty-minute session, which occurred from 11:00 a.m. to 11:20 a.m. every day, family group teachers recorded the school's official attendance for the day. In addition to taking attendance during family group period, Brevot informed the teachers that they could teach anything they felt was relevant to the students, including sex education or drug awareness, to satisfy the one-quarter credit. However, there was no consistent lesson plan, no grades were issued, and no tests were given. Indeed, when interviewed under oath at this office, Brevot admitted that she left it "up to the discretion of the teachers what they worked on" during family group sessions. She was aware that some teachers used it for "AIDS education, and some people did current events." One family group teacher explained that he made his session "catch up for a lesson." In addition to playing the radio, he allowed students to eat their lunch, counsel each other, and catch up on other class work.

Thus, for sitting through a brief family group session that may or may not have included a few minutes of educational discussion, each student received one full credit for the school year. This credit was classified as an elective credit in the calculation of a student's graduation requirements.

BREVOT'S REVERSAL OF FAILING GRADES

On top of restructuring the curriculum in a manner that made it easier for students to satisfy traditional graduation requirements, Brevot tackled another issue that could have hindered a student's ability to graduate – failing grades. When 68 students were unable to pass a math class, she raised all their scores and gave them credit for the course. Moreover, students who were short of required credits because they failed courses prior to Brevot's assignment to Senior Academy still graduated because Brevot authorized changing their grades and awarding credit.

Summer School Math Grades

Lawrence Weiss taught summer school math classes to numerous students at Eastern District in June 1996. Although only five students passed, the failing scores of 68 students did not remain failures for long. With no justification, Brevot summarily changed the 68 failing grades to passing scores. As a result, these students received credit for a math course that they did not successfully complete, and 30 of these students were permitted to graduate.

According to Weiss and the documents that he preserved from his 1996 summer school math classes, the students' failures were based "solely on academic performance." Weiss' final grades were determined objectively from the average score of several tests, a midterm exam, a final exam, and a homework grade. Only five students legitimately passed his math courses, with a range of grades from 65 to 80. As for the remaining students who failed, their scores did not even come close to the minimum passing grade of 65. These students' final averages ranged, on a scale of zero to 100, from 1.33 to

57.43, with most grades falling between 20 to 40. Indeed, rather than reflect these extremely low scores on the students' final transcripts, Weiss raised all the scores to 55. These grades were all entered into the University Application Processing Center ("UAPC") system on August 26, 1996.

Shortly thereafter, at a staff meeting in September 1996, Brevot brought in a computer printout of the summer school math grades, which reflected that 68 students failed and only five students passed. Brevot announced that she was changing these summer school math grades from fail to pass and explained that she had the authority to do so. She signed the bottom of the document "M.S. Brevot" and dated it "9/9/96."

Brevot then gave this signed printout to Gordon Wormser, the program chair responsible for updating transcripts on the UAPC system, and directed him to change the summer school math grades. In fact, the failing grades for 68 students were all reversed the day after Brevot signed the computer printout.¹⁷ The failing scores of "55" were originally entered into the UAPC system on August 26, 1996, and on September 9, 1996, Brevot signed the computer printout to authorize the reversal of these grades. One day later, on September 10, 1996, all 68 failures appeared as passing scores of "65" on the UAPC system.

Due to the restructuring of Eastern District, Weiss transferred from Senior Academy after summer school in 1996. He was not present for the September staff meeting, but in October 1996, he "heard a rumor" that Brevot had changed his summer school math grades. He met with Brevot at Senior Academy, and when he asked why she

¹⁷Documentation provided by the UAPC office reflects that the math scores were originally entered as failures and later modified to passing.

failed to notify him prior to changing the grades, as required by a UFT agreement,¹⁸ Brevot responded that she could not reach him. According to Weiss, Brevot then made it clear to him that "she knows people in high places and gets things done."

Contrary to the strong documentary and testimonial evidence, which indicates that Brevot reversed the summer school math grades for all 68 students, when interviewed under oath at this office, Brevot claimed that she did not recall discussing the reversal of the grades at the September 1996 staff meeting and that she did not recognize the computer printout. When confronted with her signature on the document, she admitted signing it but denied reversing the failures for all 68 students. Instead, Brevot offered the incredible version that she authorized changing math grades for about seven students, and only after they passed both a "comparable exam" and the math RCT. Brevot, however, could provide no corroboration of her account; she could not recall when this exam was given, who proctored it, how the students were contacted, how she learned who passed the comparable exam, or whether she had to sign any documents in order to authorize the new grade for these seven students.

The student with the lowest average in Weiss' summer school math class, a score of 1.33, informed investigators that she never received the results for the course, but that she assumed she passed. Her grade consisted of the following: test one "0," test two "3," midterm "0," test four "0," final exam "0," and homework "5." With these scores, it is difficult to comprehend how any student could assume passing the course, and likewise, how a principal could justify passing a student with a 1.33 average.

¹⁸According to the UFT contract, Article 8A2(D), a teacher's grading "is to be respected," and if a principal changes a student's grade, "the principal shall notify the teacher of the reason for the change in writing." Brevot did not notify Weiss in writing about her reversal of his math grades.

Nevertheless, the student received her diploma in October 1996. Contrary to Brevot's version that failing summer school math grades were reversed only if the student passed an exam and the math RCT, the student with the 1.33 average never passed the math RCT and never took a makeup math exam before receiving her diploma.

Classes Failed in the Past

Brevot reached farther back than just summer school 1996 to change failing grades. During her assignment, hundreds of classes that students failed prior to her tenure were reversed or awarded credit. Based upon a computer printout provided by the UAPC, which reflects the modifications made to student transcripts on the UAPC system during school year 1996-97, approximately 322 failing grades for 159 students were changed to passing grades or awarded credit. Indeed, 93 of these students graduated that year.

During her assignment at Senior Academy, Brevot authorized the reversal of a previously failed class if the student later passed (1) a condensed version of the same class, (2) a course in the same field, or (3) an interdisciplinary class that qualified for the same subject area. Thus, if a student previously failed English 1, that failure could be reversed in school year 1996-97 if the student successfully completed a shortened English 1 class, a different English course, or any interdisciplinary course, such as Recycle-A-Bike, that satisfied the English requirement for graduation.

These substitute courses, however, were not equivalent to the classes being replaced; they were half as long, but earned twice the credit. First, the replacement classes were only six weeks long, yet they substituted for a twelve-week course. Second, the six-week cycle course, which is only worth one-half a credit, earned students one full

credit toward graduation requirements. For instance, a student who previously failed one full semester of English, and therefore lacked one credit in English, could make up the credit by taking only six weeks of art studio.

Gordon Wormser, the program chair, acknowledged making grade modifications of past failures on the UAPC system, but explained that he required documentation with an appropriate signature.¹⁹ The documentation that he accepted, however, did not have to be the official form; he also accepted changes on plain paper. As long as he had a signature, he entered a grade modification on the UAPC system without question. According to a family worker assigned to the program chair's office, Wormser and Brevot often disregarded the formal documentation required to modify a grade on the UAPC system. On a regular basis, Wormser gave this family worker slips of regular paper that reflected grade changes for students, which according to the family worker, were direct requests from Brevot.²⁰

During her interview under oath at this office, Brevot acknowledged that she authorized the awarding of credit for a previously failed class but defended the practice as "legitimate," based upon "seat time" policy as defined by then-Superintendent of Alternative High Schools Phillips. According to Brevot, seat time policy allowed a student who failed a semester class to nonetheless receive full credit by making up the class work. The student could just make up the work and avoid having to sit through the same class for another semester. Brevot's interpretation of seat time, however, is flawed,

¹⁹According to Wormser, among the signatures he would accept to change a grade were Brevot and someone from the guidance office.

²⁰We are not revealing the identity of this individual who spoke with us confidentially.

and her application of it to justify awarding credit for failed classes is not even consistent with her own version of the policy.

First, Brevot's interpretation of seat time policy is a gross distortion of a plan to allow flexible scheduling. Then-Superintendent Phillips' so-called seat time policy merely proposed that a student could earn one credit for 54 hours of instruction, regardless of how the 54 hours are accumulated, in one week, one cycle, or one semester. That policy does not allow students to gain credit for merely attending 54 hours of class; the credit is warranted only if the student also completes all work and passes all exams required in the course.

Moreover, even under Brevot's tortured interpretation of seat time policy, she went far beyond merely awarding credit to students for making up work. Students did not make up missing work for incomplete courses. Instead, when a student failed a twelve-week semester course, the failure was entirely replaced by passing a six-week cycle class. In addition, although the cycle was half as long as the semester and only worth one-half a credit, students still received one full credit for the failure. For example, if a student failed one semester of English in 1993, he did not have to perform any make up work or enroll in another twelve-week class. Instead, the student could just take six weeks of Recycle-A-Bike during the 1996-97 school year and receive one full credit for the failed English course.

REGENTS COMPETENCY TESTS AT SENIOR ACADEMY

Regents Competency Tests ("RCTs") are achievement tests in reading, writing, math, science, global studies, and U.S. history. Passing scores on the tests are required for a high school diploma. Only certain students who transfer to a New York State school from another jurisdiction may be exempted from RCTs.²¹ Students whose native language is other than English may use other procedures to prove their competency in these academic subjects. Brevot, however, created her own unwarranted exception to the state required tests – she just granted diplomas to students who could not pass all their RCTs. She took such liberty with the RCTs that she even attempted to delay the state designated exam time merely because it was scheduled for the day after the prom.

In fall 1996, Brevot authorized the graduation of, and the issuance of a diploma to, 24 students, despite the fact that they all failed at least one RCT. According to one of these 24 students who was issued a diploma in September 1996, Brevot "waived" his U.S. history RCT, despite the fact that he was not a transfer student. Similarly, Brevot inappropriately waived RCT requirements for the other 23. She exempted these students from their RCTs and issued them diplomas for reasons such as having epilepsy, passing their classes, or simply needing a diploma for college, none of which is a legitimate basis for "waiving" the exam. Indeed, Brevot waived one student's math RCT on the basis that the student had "passed" math, when in fact, this was the same student who failed summer school math with a 1.33 average, but arbitrarily received a passing score from

²¹A student entering New York State after grade 7 may be exempted from the science RCT; if he enters after grade 9, he can be exempted from the global studies RCT; a student who enters in the fall of grade 11 may be exempted from the math RCT; a student entering in the spring of grade 11 may be exempted from the reading and writing RCTs; and students entering in grade 12 may be exempted from all RCTs.

Brevot. As such, the student had not legitimately passed her math requirements for graduation. Moreover, four of these 24 students were also missing required course credits.

According to one staff member, students eventually started flaunting their diplomas saying "I don't have to pass RCTs, just go in there, give your sob story, she'll give you a diploma." One of the 24 students who received a diploma, but did not pass all her RCTs, heard from friends that Brevot was giving diplomas to "students that had problems." On November 14, 1996, after this student explained that she was relocating out of state and enrolling in college, Brevot granted her a diploma, despite the staff member's statement to Brevot that the student had not passed the global studies RCT.²²

Brevot claimed under oath that she issued diplomas upon the advice of guidance staff who informed her that these students fell under the authorized exceptions to the RCTs. Contrary to this assertion, however, there was no legitimate basis to exempt these 24 students from their RCTs, and according to school staff who worked in the guidance department, Brevot granted these 24 diplomas upon her own evaluation, over the objections of staff that the students had not satisfied their RCT requirements. In fact, one staff member stated that each time she confronted Brevot with the fact that a student had not passed all RCTs, Brevot lectured her about a principal's authority to waive the exams.²³

²²This individual spoke to us with an understanding of confidentiality, as such we are not revealing her identity.

²³We are not revealing the identities of the school personnel who spoke with us confidentially.

Brevot's generosity was not limited to current students of Senior Academy. She even went so far as to grant a diploma to someone who was not even enrolled at the school. She awarded a diploma to Edwin DeLeon, a 39-year-old former student who entered Eastern District in 1971, but never graduated. His cumulative student folder from Eastern District indicates that he is still lacking six credits, including social studies, science, and music, in order to earn a legitimate high school diploma. On October 11, 1996, Maria DeLeon, the president of the Parent's Association, personally signed for and picked up her brother-in-law's diploma at Senior Academy.

Although Brevot would be expected to remember the granting of such a diploma, especially since the recipient is the brother-in-law of the Parent's Association president, she feigned ignorance of the circumstances surrounding it when questioned under oath at this office. When confronted with Edwin DeLeon's cumulative student folder that was signed "Graduated 10/9/96 M.S. Brevot," she identified her signature, which authorized the diploma. However, she could not explain the circumstances leading to its issuance, nor did she recall discussing Edwin DeLeon with Maria DeLeon or Maria's requesting the diploma for him.

Finally, Brevot's misplaced educational priorities were evidenced once again by her attempt to change the state-designated time for the June 1997 RCT merely because it conflicted with the date already selected for the prom. Rather than move the prom, Brevot's solution was to try to postpone the test. The RCT was scheduled for 9:15 a.m., the day after the event. According to school staff, because Brevot assumed that the students would be out late, she decided to delay the exam until approximately noon.

Only after the BASIS superintendent's office²⁴ learned of her intentions and informed her that she could not delay the start of the test did Brevot agree to follow the state rule and commence the exam at 9:15 a.m. Unfortunately, not all the students were notified of the change, and some missed the exam.

When interviewed at this office, Brevot claimed that she only delayed the RCT until 10 a.m. and explained that it was within her discretion as the principal to delay the time up to one hour. However, according to the State Education Department's "School Administrator's Manual" for RCTs, this examination must be administered at 9:15 a.m. and cannot be delayed. Students, however, are permitted a maximum of 45 minutes to be late. As such, a student can be admitted to the exam only up to 10 a.m. The principal is only authorized to "extend the closing time of the examination" for a pupil who "started an examination late because of extenuating circumstances beyond their control."

THE IMPACT ON SENIOR ACADEMY STUDENTS

Brevot's creative curriculum, imaginative credit system, waiving of RCTs, and reversal of failed grades did not benefit the students who "graduated" from Senior Academy during the 1996-97 school year. On the contrary, the impact on at least 174 of these students is quite severe. Sixty-one students have been notified that they do not have legitimate diplomas, and that they have to go back to school to complete any outstanding RCTs and/or subject credit requirements. The 30 students who did not genuinely pass math and the 83 who received credit for prior failures might have to go back to school to

²⁴In March 1997, the schools at the Grand Street campus were under no longer under the jurisdiction of the superintendent of Alternative High Schools. Instead, they were placed under the oversight of the superintendent of BASIS.

rectify any missing academic work necessary to satisfy state minimum requirements for graduation.

The diplomas that Brevot issued to **24** students who failed one or more required RCTs have already been nullified. Although the guidance staff at Senior Academy mailed letters informing these students that they are still missing RCTs, none responded to satisfy the state requirement. Only when one student requested an official transcript did he learn that he had not legitimately graduated, and that he actually had to go back to school to prepare for, take, and pass two RCTs. The remaining 23 students will suffer the same fate when they require a transcript for college or work.

The **37** students who graduated without satisfying all subject credit requirements face a similar fate. After evaluating student transcripts and discovering these graduates were still missing course work, guidance staff notified the 37 students by mailing letters and/or making telephone calls. However, only 14 responded and either remedied the situation or are still in the process of doing so. These students had to go back to school to attend additional classes or to complete independent study projects in order to legitimately graduate. Two of the 14 students were already enrolled in college when notified that their diplomas were invalid, but they were able to satisfy their outstanding credits with the college courses that they passed in fall 1997. As for the remaining **23** students who have not returned, either when they choose to respond or when they need a transcript they will learn that they have to go back to high school.

Moreover, of the 68 students who could not pass math but had their failing grades arbitrarily reversed by Brevot, **30** were permitted to graduate. Likewise, **83** graduates received full credit for previously failed courses by taking condensed classes. Upon a

review by the Board, the State Education Department, and BASIS, these 113 students might have to go back to school to rectify any academic work necessary to satisfy the state minimum requirements for graduation.

In short, the future of these 174 students who graduated from Senior Academy is uncertain. When these graduates attempt to enroll in college or to apply for employment and require an official high school transcript, many will discover that they actually have to go back to school. The students and their prospective employers and colleges will have to endure the consequences. Still others clearly face the collegiate and work worlds without even the minimum preparation expected of a high school graduate. Thus, Brevot's alternative program that facilitated the quick accumulation of credits to graduate was counterproductive and ultimately harmful to the very individuals she was trying to assist.

The students who remained at Senior Academy during the 1997-98 school year also had to endure the consequences of Brevot's tenure. The new Senior Academy administration, under the supervision of BASIS, created academic schedules for returning seniors, reviewed transcripts, assessed what credits students were lacking, and reevaluated, and even rejected, certain credits associated with Brevot's curriculum. As a result, Senior Academy's final graduates worked extra hard to ensure that their diplomas satisfied all city and state requirements.

BREVOT'S SELECTED STAFF AT SENIOR ACADEMY

Brevot was able to implement and maintain her alternative program at Senior Academy with the help of a select group of personnel. Those who worked closely with her were well rewarded with additional "per session" compensation. The purpose of per session is to provide an hourly rate of pay for work performed beyond regularly salaried duties; it is not intended to serve as overtime pay for additional work within an employee's main assignment. Chancellor's regulation C-175 prohibits earning per session pay for work that is substantially similar to an individual's primary assignment. Brevot's staff, however, earned per session for performing work that was basically the same as their duties during the regular school day, for which they were already receiving a salary. In fact, during her assignment at Senior Academy, Brevot overspent her per session budget for teachers by approximately \$250,000, which exceeded all other high schools that year.

Andrew "Sandy" Ferguson, an English teacher, became part of Brevot's "general support" team. Instead of teaching, he moved into Brevot's office, received a laptop computer, and became responsible for writing grant proposals. According to Ferguson, during the first term of the school year, he wrote one grant proposal. He prepared it during school hours, after school, and on weekends. For that work he received his regular salary plus per session pay for the time he spent after school hours and on weekends. After the grant was submitted in December 1996,²⁵ his per session hours increased because, according to Ferguson, he assisted in preparing the paperwork required for the superintendent's office. From July 1996 to April 1997, he earned

²⁵Ferguson's grant proposal ultimately was not successful.

approximately \$17,000 in per session compensation, which was equal to approximately 46% of his annual salary rate at that time.

Brevot hired **Gordon Wormser** to be the "program chair" at Senior Academy. He was responsible for the attendance data and entering UAPC transcript information for students. As such, Wormser maintained computer data for grades, RCTs, and credits recorded on the UAPC system. According to Wormser, he earned per session for "overtime to do whatever [he] needed to do to keep things going," and he categorized his per session duties as the same work that he performed during the regular school day. From July 1996 to July 1997, Wormser earned approximately \$10,100 per session compensation, which was approximately 20% of his annual salary rate during that school year.

Robert Sanoff, a shop teacher, also became part of Brevot's "general support" team. According to Sanoff, instead of teaching, he moved into Brevot's office and was responsible for creating the new computer programs to record and maintain student transcript data for her alternative curriculum at the school.²⁶ Sanoff was issued a laptop computer to record grades and credits on the students' transcripts and report cards. He was classified as "general support" and assisted in the purchasing of computer equipment for the lab as well as the preparation of paperwork for the superintendent. From July 1996 to June 1997, Sanoff earned approximately \$28,000 in per session money, which was equal to approximately 75% of his annual salary rate during that school year. Thus,

²⁶In order to create a transcript program for the interdisciplinary classes and internships, in October 1996 he created an alternative transcript system and maintained it on his laptop computer. According to Sanoff, the new curriculum was not maintained on UAPC because the interdisciplinary classes and credits were not compatible with the UAPC system.

for the same work that he performed during school hours, his per session pay was almost equal to his salary.

In addition to providing "general support," Sanoff followed Brevot's example of waiving academic requirements for students. He attempted to award Regents diplomas to two students who worked closely with him, although neither student was eligible for the Regents endorsement. In a memo dated June 25, 1997, to the guidance counselor, Sanoff wrote: "I hereby certify that (two students' names omitted) have completed all requirements for a NY State regents endorsed diploma."²⁷ Not only did these two students fail to qualify for a Regents diploma, one student was still missing credits in English and two electives in order to graduate. The second student received a general diploma in September 1997, but told our investigator that Sanoff gave him credit for some required courses for helping in the computer classes and other programs at the school.

Unlicensed Teachers

Brevot also hired additional staff to teach classes at Senior Academy, however, not all were appropriately licensed teachers. According to Chancellor's regulation C-280, high school music teachers must possess "conditional" or "full" licensure.²⁸ In fall 1996, Brevot hired two teachers for the music department, **Kevin Graham** and **Kurt Faussette**, yet neither one was conditionally or fully licensed to teach music. She hired Graham after he played the violin for her. Although, he was only an educational

²⁷The guidance counselor did not issue the Regents endorsed diplomas to these two students.

²⁸According to Chancellor's regulation C-280, for a conditional license, a music teacher must have a New York State permanent certificate, provisional certificate or a certificate of qualification. For full licensure, a music teacher must possess a New York State permanent certificate before the provisional certificate expires, and must complete eight semesters of college courses covering human relations and special education.

paraprofessional, Brevot permitted him to teach a graded course called "strings" to approximately 23 students at Senior Academy. Similarly, Brevot hired Faussette, a retired family worker, and permitted him to teach graded classes. Faussette taught "music appreciation," and "gospel chorus," as well as classes in "band" and "keyboards." Both Graham and Faussette are listed in the Senior Academy course catalog as "teachers" in the music department.

Brevot admitted under oath that when she hired Graham and Faussette, she knew they were not licensed teachers. She explained that they only taught music classes, but claimed that both were assigned to work with a licensed teacher in the music department, Eric Schwartzberg. According to Schwartzberg, however, although he was originally "hired as a music teacher" by Brevot, he taught interdisciplinary classes entitled "history of movies" and "art studio." He could not recall whether Graham or Faussette were allowed to teach graded music classes.

CONCLUSION AND RECOMMENDATIONS

Regardless of Brevot's ultimate motivation in awarding diplomas to Senior Academy students who could not satisfy all city and state graduation requirements, it has caused more harm than good, and the negative impact on the students is severe. Her alternative curriculum, imaginative system of crediting academic and non-academic work, liberty with waiving the RCTs, and reversal of failing grades may have helped students satisfy otherwise challenging academic prerequisites, but the result is 61 rescinded diplomas and 113 questionable diplomas. The students who received diplomas without satisfying all academic requirements during Brevot's tenure at Senior Academy are unprepared for their futures, whether or not that future involves college. Although some students were aware of the problems with their diplomas, only a fraction has been diligent enough to return and satisfy graduation requirements. There are many students who have not or will not return, despite the knowledge that their diplomas are invalid, and numerous students who may not be aware that they have yet to officially graduate from high school. Only when these students require an official high school transcript will they learn that they have to go back to school.

Therefore, while the Board did not renew Brevot's contract after school year 1996-97, it is the recommendation of this office that this matter be considered should she ever apply for reemployment in any capacity with the Board.

In addition, we recommend that the BASIS superintendent's office continue its review of the students who graduated during school year 1996-97, and make every effort to notify those students who failed to satisfy all city and state graduation requirements, specifically, the 24 students who failed one or more RCTs and the 23 students who are still missing subject credits. In addition, we recommend that BASIS review the validity of the diplomas for the 30 students who failed math and the 83 students who were given passing scores or credit for previously failed classes.

The State Education Department

We are forwarding the findings in this report to the State Education Department for its review.