

February 14, 2006

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

**Re: Lee D. McCaskill
Cathy Furman McCaskill
SCI Case No. 2005-2800**

Dear Chancellor Klein:

An investigation conducted by this office has substantiated that Department of Education (“DOE”) Principal Lee D. McCaskill of Brooklyn Technical High School, and his wife, Cathy Furman McCaskill, a teacher at Boys and Girls High School, improperly enrolled their daughter at PS 29 in Brooklyn.¹ The McCaskills reside in New Jersey, but concealed this fact and used a friend’s Brooklyn address as their purported residence when registering their daughter. They did not seek the required approval from the Superintendent or pay tuition to the DOE. When questioned by investigators under oath, the McCaskills continued to falsely maintain that their primary residence was in Brooklyn, and produced documents which they created solely to bolster that claim.

This investigation began in October 2005, when the General Counsel of the DOE reported to the office of the Special Commissioner of Investigation (“SCI”) that rumors had come to his attention that Lee McCaskill’s child (“Student A”) attended a DOE school, although McCaskill did not reside in New York City.

¹ Lee McCaskill resigned from the DOE in the course of this investigation, after he and his wife were interviewed at the office of the Special Commissioner of Investigation (“SCI”), and two days after his attorney produced the McCaskills’ personal income tax records as demanded by SCI and which are described herein. The DOE, aware of SCI’s ongoing investigation, entered into a stipulation with McCaskill (to which SCI was not a party). Cathy Furman McCaskill was not a party to the stipulation. She was not reassigned during this investigation.

An SCI investigator examined the DOE's employment and student databases and determined that Lee D. McCaskill ("McCaskill") is married to Cathy Furman McCaskill ("Furman McCaskill") and that their daughter, nine-year-old Student A, attends PS 29 in Brooklyn, having enrolled at the school in June 2002. The student database identifies Furman McCaskill as the child's parent, and indicates a street address in Brooklyn as their residence ("the Brooklyn address"). The employee database entries for McCaskill and Furman McCaskill, however, indicate that the home address for both is in Piscataway, New Jersey ("the Piscataway address").

PS 29

SCI investigators obtained Student A's file from PS 29. The contact card shows the Brooklyn address for Student A and her parents, "Cathy & Lee McCaskill," and authorizes the child to be released to Robin Sheares and Jacqueline Furman, identified as aunts, and Shawnte Pitts, identified as a cousin. The home telephone number listed on the card for Cathy McCaskill is actually subscribed to by Sheares at the Brooklyn address, according to records obtained from Verizon. However, a different number for Sheares – apparently a mobile telephone – is listed on the card. Photocopies of Student A's immunization and health records in her PS 29 file show the Piscataway address crossed off as home for her and her parents, with the Brooklyn address inserted in its stead.² A report card from Student A's previous (private) school in Brooklyn is in her file. SCI obtained Student A's records from the private school by subpoena. They show the Piscataway address as the family's home; there is no reference to any New York City residence.

PS 29 Principal Melanie Woods was interviewed by investigators at her office, and subsequently under oath at the SCI offices. She testified that Lee McCaskill visited her at the school in 2002 and asked for a variance to enroll his daughter. Woods said that she believed the McCaskills to be New York City residents, and accommodated his request as a "professional courtesy" to a fellow principal. PS 29 is not within the zone for the Brooklyn address. According to Woods, proof of residency is required for students who claim to live within the school's zone. It is not demanded of other City residents who ask to enroll and are admitted, if space allows, at the Principal's discretion. Woods reported that there was room at PS 29 in Student A's grade at the time she granted McCaskill's request. According to Woods, she never heard from the McCaskills or anyone else that their home was not in the City. She stated that she did not meet Furman McCaskill in connection with Student A's enrollment. The Principal reported that Lee McCaskill did not give her any documents with respect to enrolling his daughter. Woods said that she believes that PS 29's secretary, Maureen Monaco, handled the documents and enrollment of Student A after she approved McCaskill's request.

² The physician's office appearing on the health records and immunization chart is also in Piscataway.

PS 29 School Secretary Maureen Monaco appeared at the SCI offices with an attorney and was interviewed under oath. She recognized her handwritten entries on Student A's file, but had no specific recollection of enrolling the child. Monaco testified as to her regular practice and procedure, and said that the entries in Student A's file comport with them. According to Monaco, she requires an Emergency Home Contact Card for each enrolling student – which, in this instance, lists the Brooklyn address for Student A and her parents – to be completed and submitted by the student's parent or guardian. Monaco also stated that she requires the parent of the enrolling student to present health and immunization records. These records in Student A's file also show the Brooklyn address for the family. Monaco recognized her own handwritten entry of the Brooklyn address for Student A and her parents on Student A's Elementary School Cumulative Record, and said that it is her practice to take this information from the parent or guardian at enrollment. The secretary reported that she requires the parent or guardian to sign the stamped certification on the Cumulative Record which states: "This is to certify that the date of birth and other information set forth on this document are correct." Monaco recognized the Brooklyn address as outside PS 29's zone, and said that in such circumstances, she inserts photocopies of documents presented to her as proof of residency into the file. However, none appear in Student A's file. Regardless, Monaco testified that she would not have enrolled Student A without the Principal's approval. The secretary reported that until SCI's inquiry, she did not hear from anyone that Student A was not a City resident.

Lee McCaskill Provides Documents Referencing the Brooklyn Address

An SCI investigator briefly interviewed Lee McCaskill at the principal's office at Brooklyn Technical High School ("Brooklyn Tech") prior to his appearance with his attorney at the SCI offices to be interviewed under oath. In reply to the investigator's questions at Brooklyn Tech, McCaskill said, "I have many residences," but that he leased an apartment at the Brooklyn address. He agreed to send copies of leases and utility bills for the Brooklyn address to the investigator. McCaskill acknowledged that he and his wife have New Jersey driver licenses, and said that he believed that his wife registered their daughter at PS 29. He made no mention of meeting with Principal Woods.

McCaskill subsequently faxed the investigator three form leases for the Brooklyn address, incomplete pages of an MCI telephone bill which does not show an address, and an airline itinerary – apparently printed from the Internet – showing a flight for "Cathy McCaskill" and indicating the Brooklyn address below her name. The leases – fill-in-the-blanks Blumberg Law Publishers forms which are widely available at stationery shops – indicate that Robin Kelly Sheares is the landlord and Cathy Furman McCaskill is the tenant at the Brooklyn address. The first of the leases indicates that Furman McCaskill entered into a one-year lease on October 1, 2001 for \$200 per month. The second lease is a two-year renewal commencing October 1, 2002 at the same rent. These two documents became suspect immediately since Sheares and Furman McCaskill

ostensibly signed them on dates before the publisher's 2004 copyright which appears in fine print at the top margin of the documents. The third lease, bearing the same copyright, was purportedly signed by Sheares and Furman McCaskill in October 2004. It extends the tenancy for two years at \$250 per month.

Initial Review of Government Agency Records

Several records which SCI investigators reviewed before interviewing the McCaskills indicate that they do not reside in New York City, but in New Jersey. The New York Department of Motor Vehicles files show that they surrendered their New York driver licenses in order to obtain New Jersey licenses in February 1997. The New Jersey Department of Motor vehicle records confirm this, and show that each of the McCaskills owns a car registered in that State. The car registrations and the New Jersey driver licenses show the Piscataway address. New York City Board of Elections records show that McCaskill last voted in the City in November 1993, and Furman McCaskill cast her last vote in a City election in November 1994. In contrast, the Middlesex County, New Jersey, Board of Elections lists the McCaskills as voters at the Piscataway address. Those records show that they voted in New Jersey as recently as last November.

With respect to the Brooklyn address, an Inspector of the United States Postal Service performed a records check at SCI's request and reported that the only person who has received mail there is named "Sheares." SCI investigators inquired of a Con Edison employee who said that the utility's records show that Robin Kelly Sheares has been their sole customer at the Brooklyn address since 1993.³

Surveillance at the Piscataway Address

On November 21 and 22, 2005, SCI investigators observed a green Ford bearing New Jersey plates and registered to Furman McCaskill (the "green Ford") parked in the vicinity of Boys & Girls High School ("Boys & Girls") in Brooklyn. The following day, a Wednesday, investigators near the Piscataway address observed the green Ford exiting the garage at that house address soon after 6:00 a.m. They saw a female driving, a male in the front passenger seat and a female child in the back seat. The investigators followed the car as it traveled through Perth Amboy, over the Outerbridge Crossing to the Staten Island Expressway and over the Verrazano Narrows Bridge, before losing sight of the car on the Gowanus Expressway in Brooklyn. Later that morning, investigators saw the green Ford parked near Boys & Girls. On November 29, 2005, a Tuesday, investigators saw the green Ford exit the garage at the Piscataway address shortly after 6:00 a.m., apparently with the same three passengers in the same positions. The car traveled the same route as the previous Wednesday, and investigators watched as it arrived at a house three blocks from the Brooklyn address. The child exited the car carrying a blue book bag, entered that home, and the green Ford departed. Approximately 30 minutes later at 7:48 a.m., the child, carrying the book bag and accompanied by female adult, left the

³ SCI investigators visited the Brooklyn address and observed no names attached to doorbells or mail boxes at the front door.

house and the pair drove away in a Nissan. New York Department of Motor Vehicle records indicate that the car is registered to Shawnte Pitts of that address – whose name appears on Student A’s contact card.

The next day, November 30, 2005, investigators again saw the green Ford depart from the garage at the Piscataway address. Apparently, the same female adult was driving as before, and a girl rode in the back seat, but no one occupied the passenger seat. The investigators followed the car as it made its way through Staten Island and Brooklyn, before stopping at the Brooklyn address. The girl entered the house carrying a blue book bag, and the green Ford drove off. Investigators observed the girl leave the house carrying the blue bag and accompanied by a female at approximately 7:25 a.m. The female then drove the child to PS 29 in a Toyota Camry, which New York Department of Motor Vehicle records show is registered to Robin Kelly Sheares at the Brooklyn address.

Lee McCaskill’s Testimony

Lee McCaskill appeared at SCI offices accompanied by an attorney for the Council of School Supervisors and Administrators (“CSA”) and was interviewed under oath. When asked for his home address, McCaskill replied that he had “both a Brooklyn and New Jersey address,” and gave the subject addresses. He said that he first occupied the Piscataway address in 1995 and first resided at the Brooklyn address in September or October 2001. McCaskill identified Sheares as his landlord and a family friend.

According to McCaskill, after he “moved to Brooklyn” he and his wife investigated public schools for their daughter, and that his wife enrolled Student A at PS 29. McCaskill stated that he did not know or recall the name of the Principal of PS 29 at the time his daughter enrolled, but knows the name of the current principal, Woods. Contrary to Woods’s account, McCaskill testified that he has met her “professionally” as a fellow principal, but has not met with her concerning his daughter.

When asked about the Brooklyn address, McCaskill testified that he stays in the one-bedroom apartment “off and on during the week,” and usually stays at the Piscataway address on weekends and holidays. He stated that his wife stays at the Brooklyn address during the week as well, and that their daughter sleeps on a pull-out sofa in the living room.

McCaskill produced the apparent original documents that he had faxed to the investigator, and the address portion of the MCI telephone bill. It is dated October 18, 2005 and is addressed to Furman McCaskill at the Brooklyn address. McCaskill said that he does not know when his wife first subscribed to the telephone. The bill shows two telephone numbers on the account. Both are in the (718) area code. According to

McCaskill, he uses one number on the account, a 443 exchange, but is unfamiliar with the second number, a 919 exchange.⁴ He stated that he does not know if there is a telephone in his apartment at the Brooklyn address assigned to that number, and that his wife handles the telephone accounts.

McCaskill was again vague when asked about the travel itinerary in his wife's name showing the Brooklyn address. He testified that he got the document from his wife, and that he does not know where she obtained it. The principal said that his bank account is at a New Jersey branch office, and that the statements are mailed to the Piscataway address, as are all his credit card statements. He acknowledged that he and his wife have voted in New Jersey since approximately 1995.

McCaskill was shown the leases pertaining to the Brooklyn address. The principal testified that he did not know if he had seen the documents before his wife gave them to him to present to SCI. He said that there was no particular reason why his name does not appear on the lease, and that his wife handled all negotiations with Sheares for the initial lease and the renewals. According to McCaskill, he does not know if they bargained over the amount of rent for the one-bedroom apartment, which his wife pays. He stated that he does not know if she pays by cash or check.

McCaskill reported that he had last seen Sheares on the day before his testimony when she happened to walk past Brooklyn Tech. He said that he told her that he would be at SCI on the following day to discuss his residency, and that he had previously told Sheares that this was the subject of an inquiry. McCaskill stated that in their recent encounter, Sheares, who had earlier received an SCI subpoena for her testimony and documents pertaining to the Brooklyn address, made no mention of this fact, and merely wished him good luck.

Cathy Furman McCaskill's Testimony

Furman McCaskill was interviewed under oath at the SCI offices after her husband testified. She was represented by the same attorney who appeared for her husband.⁵ Furman McCaskill acknowledged that her husband advised her of the questions he was asked and the answers he gave in the course of his interview at SCI.

⁴ The second number appears as Furman McCaskill's home telephone number on Student A's contact card at PS 29.

⁵ In response to an investigator's questions, Furman McCaskill acknowledged that she understood the possibility of a conflict of interest resulting from the dual representation, and testified that she wished to proceed with her husband's attorney. After an investigator asked Furman McCaskill about fee arrangements for her counsel, the attorney, who is employed by the CSA, stipulated that he was representing her *pro bono publico*.

Furman McCaskill testified that she has been employed by the DOE as a teacher at Boys & Girls High School for 16 years. She described Robin Kelly Sheares as “my friend, my landlord,” with whom she has been acquainted since they were students at Brooklyn Tech.

According to Furman McCaskill, she appeared at PS 29 to enroll her daughter after she made telephone inquiries at the school, but received a “brush off.” She reported that to her knowledge, her husband did not attempt to contact anyone at the school, and that she knows that her husband is not acquainted with Principal Woods. Furman McCaskill said that neither she nor her husband made any inquiries about obtaining a residency waiver to enroll their daughter at PS 29. She testified, “I enrolled her. I’m the only one who had anything to do with enrolling her.”⁶

Furman McCaskill identified her signature, dated June 24, 2002 on the first page of her daughter’s elementary school cumulative record from PS 29 which shows the Brooklyn address for Student A and her parents. The signature appears below a (faded) stamped statement, “This is to certify that the date of birth and other information set forth on this document are correct.” According to Furman McCaskill, she changed the Piscataway address on Student A’s immunization record to the Brooklyn address because “that’s where we were living when I presented this record.” She said that she moved to Brooklyn in September 2001, but still maintained a residence in Piscataway. Furman McCaskill reported that she made the entries on the emergency home contact card, including the name of her sister, Jacqueline Furman, whom she stated lives in a separate apartment at the Brooklyn address. McCaskill also entered the name of her friend, Sheares, and Shawnte Pitts, whom she identified as her niece, and who lives three blocks from the Brooklyn address.

In examining the home telephone number on Student A’s contact card, Furman McCaskill testified that she did not obtain exclusive use of that number until approximately October 2005. She said that at the time she enrolled her daughter at PS 29, the number was subscribed to by Sheares, and that the MCI account was only recently switched to Furman McCaskill’s name. According to Furman McCaskill, she had no telephone at the Brooklyn address prior to then, and relied on a mobile telephone.

Furman McCaskill was shown the leases to the Brooklyn address previously obtained from her husband. She identified the first lease and her signature, which she said that she entered on the document in October 2001. Furman McCaskill testified that she presented this lease as proof of residency when she enrolled her daughter at PS 29. She reported that Sheares negotiated the \$200 rent. Furman McCaskill next examined the October 2002 renewal lease, and said that she signed it in that month and year. Finally,

⁶ Furman McCaskill testified that she did not consider enrolling Student A at the public school zoned for the Brooklyn address because the DOE report card on the school “was awful.”

Furman McCaskill identified her signature on the October 2004 lease. She stated that Sheares filled in the particulars on each of the form leases, and that she recognized her friend's signature on the three documents. Furman McCaskill reported that she always pays the rent in cash left in an envelope on top of Sheares's laundry hamper, and has never been issued a rent receipt. At this point in the interview, the proceedings were paused at Furman McCaskill's attorney's request so that he and his client could confer and examine the leases.

When the interview resumed approximately 20 minutes later, Furman McCaskill contradicted her earlier testimony and stated that the two older leases that she and Sheares signed were backdated, and that they did this only recently in order to respond to SCI's request to her husband to document his residency at the Brooklyn address. According to Furman McCaskill, she did sign similar leases on the indicated dates, but she does not believe that she ever kept copies of them. She stated that she recently asked Sheares for copies because questions were being raised concerning Student A's residency. Furman McCaskill reported that Sheares advised her that she did not have copies of the leases, either. She said that Sheares then purchased the form leases that were subsequently presented to SCI.

Furman McCaskill testified that she first noticed the 2004 copyright on the 2001 and 2002 leases before she conferred with her attorney during the recess at her SCI interview. She said that Sheares pointed it out to her when they recently signed the documents in response to SCI's (and her husband's) request. According to Furman McCaskill, Sheares, an attorney, told her, "it says 2004, but it's okay, because we signed the lease in 2001."

Furman McCaskill was asked about the remaining document which her husband submitted to SCI as proof of their residence, the travel itinerary in her name showing the Brooklyn address. She reported that it was actually prepared by Sheares, who made the arrangements for the referenced trip, which they took together. Furman McCaskill said that Sheares used her frequent flyer miles to purchase the tickets, and e-mailed the itinerary to Furman McCaskill's home computer at the Piscataway address, where she printed it. The date at the bottom margin of the document indicates that it was printed on the computer on October 24, 2005, a Monday.

In remarkable contrast to her husband's testimony, Furman McCaskill stated that her husband generally stays at the Piscataway address during the school week, and that she and Student A stay at the Brooklyn address. She said that she and her husband and daughter generally commute to their jobs together in her car, the green Ford. According to Furman McCaskill, after her husband spends the night in New Jersey, he meets her and their daughter at the Brooklyn address. She drives her husband and Student A, stopping first at her cousin Shawnte Pitts's home, three blocks away. Furman McCaskill said that

Pitts cares for Student A before taking her to PS 29. Furman McCaskill testified that she drives her husband from Pitts's home to Brooklyn Tech before driving herself to Boys & Girls. According to Furman McCaskill, at the end of the school day, she generally drives to pick up her daughter at PS 29, and the two drive to Brooklyn Tech to meet her husband. She reported that her husband drives the family to the Brooklyn address. Thereafter, according to Furman McCaskill, her husband drives to the Piscataway address to spend the night alone, although he sometimes stays overnight at the Brooklyn address.

Furman McCaskill testified that the sole reason that she and her daughter stay at the Brooklyn address while her husband stays in New Jersey is because of Student A's enrollment at PS 29.⁷

Furman McCaskill testified to other facts that indicate that she and her family are actually New Jersey residents. Her bank account statements and utility and mobile telephone bills are mailed to the Piscataway address. The family has cable television and Internet service at the Piscataway address, but not at the Brooklyn address. She acknowledged that her driver license and car registration have been issued by New Jersey since 1996. McCaskill stated that she most recently voted in New Jersey, and that she had not voted in New York in several years. Her daughter participates in a dance company and Girl Scout troop, both of which are in Piscataway.

Robin Kelly Sheares Testimony

Sheares testified at the SCI offices in response to a subpoena, affirming to tell the truth. She is employed as a court attorney in the Supreme Court of Kings County, and resides at the Brooklyn address, which she purchased in 1993. Sheares described Furman McCaskill as "my bestest [*sic*] friend in the whole wide world," acknowledging her grammatical error while apparently wishing to underscore her esteem. She said that she is as "close to a sister as they come" to Furman McCaskill, and that she is godmother to Student A.

Sheares reported that she is involved in Student A's care, and that she takes the child to and from PS 29 approximately twice a month, and sometimes attends school activities with the child, standing in for her parents.

According to Sheares, soon after the World Trade Center catastrophe of September 11, 2001, Furman McCaskill told her that she was tired of her commute from New Jersey, and asked if she could stay at the Brooklyn address. Sheares agreed, and Furman McCaskill and Student A began staying at the address, with Lee McCaskill also staying there, but less frequently. Sheares reported that Student A was enrolled at a private school in Brooklyn at the time.

⁷ SCI investigators, selecting a random recent day, asked where Student A spent the previous Thursday, a school night; McCaskill acknowledged that it was at the Piscataway address.

Sheares testified that the McCaskills live upstairs from her at the Brooklyn address and that she hears the family on the stairway in the morning. However, she acknowledged that Furman McCaskill has telephoned her “maybe twice a month” from the New Jersey address to request her assistance in taking Student A to school on the following morning.

Sheares reported that she and Furman McCaskill agreed upon rent of \$200 per month. She stated, “I never had leases in my house, and I prefer not to have leases.” Sheares noted that Furman McCaskill’s sister, Jacqueline Furman, has been a tenant in another apartment at the Brooklyn address for at least three years without a written lease and is also charged \$200 per month. Notwithstanding Sheares’s preference, she said that she agreed to Furman McCaskill’s request for a written lease in October 2001. According to Sheares, her friend stated, “Robin, you know, between you and me, I don’t need [a lease], but Lee needs a lease.” When asked if she understood this to mean that Lee McCaskill needed a lease in connection with his employment, Sheares laughed and replied, “No, but I had an idea – I read the papers.”

Sheares stated that she believes that she discarded copies of the October 2001 and October 2002 leases which she signed with Furman McCaskill. She reported that Furman McCaskill recently asked her for copies of the leases, saying that “Lee need[s] them.” Sheares said that she did not ask her friend if she had – or ever had – copies of the leases. According to Sheares, she then discovered that she no longer had copies of the leases. She informed Furman McCaskill, who agreed to her suggestion to recreate the leases, and Sheares purchased form leases from a stationer on Court Street in Brooklyn. Sheares testified that after she bought the forms, she noticed the 2004 copyright and brought this to Furman McCaskill’s attention. According to Sheares, Furman McCaskill responded, “Lee needs the leases.” As a result, Sheares filled in the specifics of the backdated documents, and she and Furman McCaskill signed them.⁸

Sheares stated that she did not have copies of any leases when she received a subpoena *duces tecum* from SCI for such documents. She telephoned an SCI investigator concerning the subpoena and was told to produce only what she had in her possession in response to the subpoena’s demand. Nevertheless, she subsequently contacted Furman McCaskill who provided her with photocopies of the leases that they recently had created, and Sheares brought these to her interview at SCI.

Sheares was shown the MCI telephone bill in Furman McCaskill’s name. Sheares stated that the account had been in her name since she purchased the Brooklyn address in 1993 until recently, when she allowed it to be transferred to Furman McCaskill, who had previously given her cash toward the telephone bill. Sheares expressed annoyance about

⁸ Sheares said that the October 2004 lease produced by McCaskill was executed contemporaneously, and was not backdated as were the two previous leases.

changing the account, saying that the prior arrangement had been fine, and that it was “not until [SCI] started investigating, making Cathy and Lee look like criminals of some sort that they asked me to change this into Cathy’s name.” According to Sheares, Furman McCaskill asked her to switch the account “probably ... around the same time period” when she requested copies of the leases. Sheares reported that she was “pissed off” at the inconvenience to her. When asked if that fact prompted her to ask her friend for the reason for her request, Sheares replied, “No. I don’t care. That’s the thing. If I’m going to do it, I’m going to do it. I’m not asking any questions.” Sheares was then asked if Furman McCaskill indicated to her at any time that she needed the telephone account changed so that she could document that she had some connection to the Brooklyn address. She initially replied, “I don’t know if that’s exactly what she said.” Pressed further, Sheares stated, “I can’t say. All I know is what I read in the papers. I know what’s going on.” Sheares was then asked if she saw any newspaper accounts of this matter and replied, “No. But if I’m the landlord, I can put two and two together when you start asking me for things like changing the number when there’s no need for that.”

Sheares was shown the airline itinerary and acknowledged that she arranged it and placed Furman McCaskill’s name on it and the Brooklyn address.

Sheares said that Furman McCaskill pays the rent to her in cash, which she hand-delivers or leaves on her laundry hamper. Sheares reported that she has never issued her tenants rent receipts.

Sheares acknowledged that she files annual financial disclosure reports with the Ethics Commission of the New York State Unified Court System (“Ethics Commission”) in connection with her employment. She was shown a blank specimen disclosure form from the Ethics Commission, and asked if she had declared her rental income from the Brooklyn address in response to question 13 of the form, which requires:

List below the nature and amount of any income in EXCESS of \$1,000 for EACH SOURCE for the reporting individual ... for the taxable year last occurring prior to the date of filing.⁹

Sheares responded that she did not know if she had declared the income on her Ethics Commission filings, but that she had declared it in her federal tax return. Sheares then stated that she “probably” reported it to the Ethics Commission, and that if she told the IRS about the income, she was not afraid to tell her job.

SCI subsequently obtained Sheares’s five most recent annual Ethics Commission financial disclosure reports to the New York Unified Court System by subpoena. The

⁹ Question 13 specifically includes “real estate rents” in its definition of “income.”

reports encompass the years in which the McCaskills claim to be tenants at the Brooklyn address. The response "NONE" is checked in each of the reports in response to question 13.

Sheares stated that she did not recall if she reported to her home insurer that tenants reside at the Brooklyn address.

After Lee McCaskill's resignation was reported in the news media, Sheares telephoned the SCI investigator who interviewed her. She said that she had read that McCaskill had resigned, and requested a copy of her interview transcript. Sheares stated that she wanted the transcript because "I feel that there will be questions about my credibility and I'm looking to protect my interest." In accordance with SCI's regular policy, the investigator told Sheares that she could not have the transcript.

The McCaskills' Income Tax Returns

The McCaskills' attorney stipulated that the couple filed joint income tax returns in the years 2001 through 2004. In each of those years, they filed a New Jersey resident return (NJ 1040), and a New York Nonresident and Part-Year Resident Return (IT-203). SCI agreed to accept redacted copies of the latter. The McCaskills' responses in each of the last five years are consistent with those of New Jersey residents who are employed in New York:

- Each return bears the Piscataway address;
- the lines requesting the New York State county of residence, the name of the New York State School District and the New York State School District number for the filer and spouse are left blank;
- part (D), "City of New York part-year residents only," which asks for the number of months that the filer or spouse resided in New York City is left blank.
- line 55, "Part-year city of New York school tax credit" is left blank;
- part (E), which asks the dates on which the filer or spouse moved into or out of New York State is left blank;
- part (F), "Nonresidents: Did you or your spouse maintain living quarters in New York State in [the subject year]?" is checked "no" in each of the returns except for 2001, in which no response is indicated.

The McCaskills' DOE Personnel Files

SCI investigators obtained Lee McCaskill's and Cathy Furman McCaskill's personnel files after they testified in this investigation. There are no references to indicate that the McCaskills ever resided at the Brooklyn address. The Piscataway address appears as their home address in all entries since 1996. In September of that year, Cathy McCaskill filed a personnel change form (OP 85) indicating the Piscataway address as her new home. Lee McCaskill did the same two months later.

Furman McCaskill's annual performance reviews from June 1997 through June 2004 reflect the Piscataway address, as do approximately 16 applications for lateness or absence signed and submitted by her from December 1997 through October 2005. Moreover, in 13 of these forms, Furman McCaskill indicates that she was late for work because of extraordinary transportation delays, citing accidents or other mishaps on Interstate 287, the Outerbridge Crossing, the Staten Island Expressway, or the Verrazano Narrows Bridge – each passage consistent with commuting to Brooklyn from the Piscataway address.

Conclusion and Recommendations

All objective evidence and information examined in this investigation leads to the conclusion that the McCaskills deceived the DOE and obtained more than three years of free education for their daughter, which is reserved for residents of New York City. The McCaskills did not seek permission from the DOE nor pay tuition to offset the cost to City taxpayers. They provided false documents and information to enroll Student A at PS 29. Moreover, when asked about their residency by SCI, they provided documents which were devised to mislead investigators.¹⁰ Their sworn testimony concerning their living and commuting arrangements between the two addresses is, in part, contradictory, and, as a general matter, incredible and false.

After the McCaskills gave their sworn testimony to SCI, and three days after their attorney provided their tax returns to SCI in response to its demand, Lee McCaskill entered into a stipulation of settlement dated February 3, 2006 with the DOE and resigned. SCI was not a party to the stipulation, which was revised on February 7, 2006 to clarify the meaning of certain language. The February 7, 2006 version of the stipulation specified that the settlement applied only to McCaskill and to no other person(s) named in the SCI report.

We believe that it was not prudent for the DOE to enter into a settlement with Lee McCaskill before it could consider our findings. As the DOE acted without SCI's recommendation, we can only note that McCaskill should be placed on the ineligible list and barred from future employment with the DOE or any of its affiliates.

The McCaskills' attorney did not negotiate a settlement for Furman McCaskill. We recommend that Cathy Furman McCaskill be dismissed from employment with the DOE, be placed on the ineligible list, and that this matter be considered should she apply for any position with the New York City public schools in the future.

¹⁰ A lease by itself – even if genuine – and a telephone bill are not acceptable proofs of residency for enrollment in zoned DOE schools. Chancellor's Reg. A -101(V)(A)(2).

With respect to the false documents discovered in this investigation, we are also referring this matter to the District Attorney of Kings County for whatever action he deems appropriate. We are also referring this matter to the District Attorney of New York County for whatever action he deems appropriate concerning the false testimony proffered at the SCI offices in Manhattan. In addition, with respect to Robin Kelly Sheares, an attorney and public employee, we are referring this matter to the Grievance Committee of the New York Supreme Court, Appellate Division, Second Department, and to the Ethics Commission of the New York State Unified Court System.

We are also forwarding copies of this report to the New York State Education Department and to the DOE Office of Legal Services.

We do not believe that Student A should suffer any harm to her education that might result from an abrupt withdrawal from PS 29. We therefore recommend that if requested of the Superintendent and upon payment of tuition by her parents, she be permitted to remain enrolled at the school.

Should you have any inquiries regarding the above, please contact Deputy Commissioner Gerald P. Conroy, the attorney assigned to the case. He can be reached at (212) 510-1486. Please notify Deputy Commissioner Conroy within thirty days of receipt of this letter of what, if any, action has been taken or is contemplated concerning Lee D. McCaskill and Cathy Furman McCaskill. Thank you for your attention to this matter.

Sincerely,

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

By: _____

Gerald P. Conroy
Deputy Commissioner

RJC:GPC:gm

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