

City of New York
**THE SPECIAL COMMISSIONER OF INVESTIGATION
FOR THE NEW YORK CITY SCHOOL DISTRICT**
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New York, New York 10038

Anastasia Coleman
Special Commissioner

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March 5, 2020

Hon. Richard Carranza
Chancellor
New York City Public Schools
Department of Education
52 Chambers Street, Room 314
New York, NY 10007

Re: Miosotis Ramos
SCI Case #2019-0538

Dear Chancellor Carranza,

An investigation conducted by this office has substantiated that New York City Department of Education (“DOE”) Principal Miosotis Ramos, assigned to Public School 7 (“P.S. 7”) in the Bronx, falsified her timesheet to reflect 13.5 hours of per session work, over two days, when she was actually teaching an aerobics class at a New York Sports Club (“NYSC”) [REDACTED]. As a result, Ramos was paid \$667.84 in per session salary to which she was not entitled.¹

I. Investigation and Findings:

In January 2019, the office of the Special Commissioner of Investigation for the New York City School District (“SCI”) received an anonymous complaint, [REDACTED] that Ramos had taught a step aerobics class on January 7, 14, and 21, 2018, from 9:30 a.m. to 10:30 a.m. at the NYSC [REDACTED]. The complainant also alleged that Ramos was paid by the DOE as a site supervisor responsible for testing in the Gifted and Talented Program (“GTP”) at P.S. 7.

SCI investigators spoke with [REDACTED] who said that Ramos had worked as a GTP test administrator since 2014. [REDACTED] told investigators that she was not aware that Ramos used time during her GTP work hours to teach an outside aerobics class. [REDACTED] reported that it was permissible to use time allotted for the GTP for outside activity only for religious reasons, which were required to be documented and sent to her by email. [REDACTED] said that during the week, Ramos was responsible for

¹ Ramos was not reassigned during the course of this investigation.

conducting GTP assessments at P.S. 7, and added that Ramos was required to document and send an email to [REDACTED] if she experienced any issues submitting overtime requests.

Investigators reviewed Ramos' per session timesheets, and noticed that Ramos requested, signed, and was paid for six hours and 45 minutes of per session for January 14 and 21, 2018, totaling \$667.84.

SCI investigators spoke with [REDACTED] who reported that Ramos was employed by NYSC as an aerobics instructor and instructed a class on January 14 and 21, 2018, for which Ramos was paid. [REDACTED] also forwarded investigators a copy of Ramos' NYSC timecards which confirmed that Ramos taught an aerobics class on January 14 and 21, 2018, from 9:30 a.m. to 10:30 a.m.

SCI investigators spoke with Ramos in the presence of her union representative. Ramos confirmed that she supervised the GTP at P.S. 7, which operated on weekdays from 8:00 a.m. to 2:20 p.m. Ramos conceded that she taught aerobics classes at NYSC from November 2012 until June 2018, when she resigned. Investigators showed Ramos a copy of her NYSC timecard that indicated her name and employee identification number which she reviewed and confirmed that the information was accurate. Ramos added that she taught aerobics classes at NYSC on January 14, 2018, and January 21, 2018 at 9:30 a.m., but denied that she worked on January 7th.

Investigators also showed Ramos a copy of the per session timesheets she submitted for January 14th and 21st, 2018. Ramos reviewed the timesheets and acknowledged that she submitted the records. Ramos told investigators that on January 14th and 21st, 2018, she worked six hours and 45 minutes, starting at 8:15 a.m., for the GTP at P.S. 7, and also taught aerobics at the NYSC, from 9:30 a.m. to 10:30 a.m., on both days. Ramos added that [REDACTED] was aware that Ramos "did both."

Finally, Ramos told investigators that she was allowed to receive per session for her work with the GTP, as well as for the time she accrued "organizing teaching material" for students, that included "preparing packets and spread sheets, making phone calls about scheduling for testing, and answering parent's questions." Ramos added that she was limited to eight per session hours per day, and that her submissions reflected the hour and 15-minute break allowed.

II. Conclusion and Recommendations:

Miosotis Ramos submitted for and received per session payment for time when she was teaching aerobics at NYSC on two dates in January 2018. By her own admission, Ramos submitted per session timecards and was paid for time to which she was not entitled. It is the recommendation of this office that the DOE take appropriate disciplinary action against Ramos. In addition, the DOE should seek to recover the \$667.84 in salary received by Ramos to which she was not entitled.

We also note that the conduct of Miosotis Ramos may have violated the conflicts of interest provisions of the New York City Charter as administered by the New York City Conflicts of Interest Board.

We are sending a copy of this letter to the Office of Legal Services. Should you have any inquiries concerning this matter, please contact Robert Revzin, the attorney assigned to this case, at (212) 510-1440. Please notify SCI within 30 days of receipt of this letter of what, if any, action has been taken or is contemplated with respect to Miosotis Ramos. Thank you for your attention to this matter.

Sincerely,

ANASTASIA COLEMAN
Special Commissioner of Investigation
for the New York City School District

By: _____
Daniel I. Schlachet
First Deputy Commissioner

AC:DS:RR:ss

c: Howard Friedman, Esq.
Karen Antoine, Esq.
Katherine Rodi, Esq.

THE CITY OF NEW YORK
CONFLICTS OF INTEREST BOARD and
THE CITY OF NEW YORK
DEPARTMENT OF EDUCATION

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In the Matter of :

MIOSOTIS RAMOS :

Respondent. :

DISPOSITION

COIB Case No. 2020-189
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WHEREAS, the New York City Conflicts of Interest Board (the "Board") commenced an enforcement action pursuant to Section 2603(h)(1) of Chapter 68 of the New York City Charter ("Chapter 68"), the City's conflicts of interest law, against Miosotis Ramos ("Respondent");

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

WHEREAS, Respondent wishes to make her employer, the New York City Department of Education ("DOE"), a party to this resolution; and

WHEREAS, DOE agrees to be a party to this resolution,

IT IS HEREBY AGREED, by and between the parties, as follows:

1. In full satisfaction of the above-captioned matter, Respondent admits to the following:
 - a. Since September 2, 1997, I have been employed by DOE, most recently as Principal of P.S. 7 in the Bronx. Thus, I am a "public servant" within the meaning of and subject to Chapter 68.
 - b. I oversee the Gifted & Talented ("G&T") program at P.S. 7 and supervise the G&T program on weekends. I am eligible to earn hourly per session pay from DOE for supervising the G&T program on weekends.
 - c. During 2018, I taught aerobics classes at the New York Sports Club ("NYSC") in Scarsdale, New York, for which I was paid by NYSC.
 - d. On January 14, 2018, I taught a one-hour aerobics class at NYSC at 9:30 a.m. I reported to DOE that I arrived for the G&T program at 8:00 a.m. and departed at 4:00 p.m. I was paid \$333.92 by DOE for working from 8:15 a.m. to 4:00 p.m.

- e. On January 21, 2018, I taught a one-hour aerobics class at NYSC at 9:30 a.m. I reported to DOE that I arrived for the G&T program at 8:15 a.m. and departed at 4:45 p.m. I was paid \$333.92 by DOE for working from 8:15 a.m. to 4:00 p.m.
- f. I acknowledge that, by working for NYSC at times when I was required to perform work for DOE, I used City time to pursue a private activity in violation of City Charter § 2604(b)(2), pursuant to Board Rules § 1-13(a), which state, respectively:

No public servant shall engage in any business, transaction or private employment, or have any financial or other private interest, direct or indirect, which is in conflict with the proper discharge of his or her official duties.

Except as provided in subdivision (c) of this section, it shall be a violation of City Charter § 2604(b)(2) for any public servant to pursue personal and private activities during times when the public servant is required to perform services for the City.

- g. On April 30, 2020, DOE deducted from my paycheck \$667.84 of per session pay that I received on January 14 and 21, 2018, to which I was not entitled based on the above-described conduct.

2. In determining the penalty in this case, the Board considered prior cases in which public servants were absent from their City worksite to perform work for a second job when they were required to be performing work for the City, that Respondent is a high-level City employee, and that DOE recouped the per session pay that Respondent was paid but did not earn. The Board has determined that the appropriate penalty in this case is a fine of One Thousand Three Hundred Fifty Dollars (\$1,350).

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

- a. I agree to pay a fine of One Thousand Three Hundred Fifty Dollars (\$1,350) to the Board by money order or by cashier check, bank check, or certified check, made payable to the "New York City Conflicts of Interest Board," at the time of my signing this Disposition.
- b. I agree that this Disposition is a public and final resolution of the Board's charges and any DOE disciplinary action against me.
- c. I knowingly waive on my behalf and on behalf of my successors and assigns any rights to commence any judicial or administrative proceeding or appeal before any court of competent jurisdiction, administrative tribunal, political subdivision, or office of the City or the State of New York or the United States, and to contest the lawfulness, authority, jurisdiction, or power of the Board or DOE in imposing the penalty which is embodied in this Disposition, and I waive any right to make any legal or equitable claims or to initiate legal proceedings of any kind against the Board or DOE, or any members or employees thereof relating to or arising out of this Disposition or the matters recited therein.

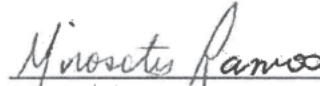
d. I confirm that I have entered into this Disposition freely, knowingly, and intentionally, without coercion or duress, and after being represented by an attorney of my choice; that I accept all terms and conditions contained herein without reliance on any other promises or offers previously made or tendered by any past or present representative of the Board or DOE; and that I fully understand all the terms of this Disposition.

e. I agree that any material misstatement of the facts of this matter, including of the Disposition, by me or by my attorney or agent shall, at the discretion of the Board, be deemed a waiver of confidentiality of this matter.


4. The Board and DOE accept this Disposition and the terms contained herein as a final disposition of the above-captioned matter only, and affirmatively state that, other than as recited herein, no further action will be taken by the Board or DOE against Respondent based upon the facts and circumstances set forth herein, except that the Board and DOE shall be entitled to take any and all actions necessary to enforce the terms of this Disposition.

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

Dated: 1/26/, 2021


Miosotis Ramos
Respondent

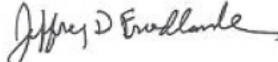
Dated: 1/27, 2021


Marvin Pope
Council of School Supervisors & Administrators
Attorney for Respondent

Dated: 2/22, 2021

Karen Antoine Digitally signed by Karen Antoine
Date: 2021.02.22 16:46:19 -05'00'
Karen Antoine
Director of the Administrative Trials Unit
NYC Department of Education

Dated: March 16, 2021


Jeffrey D. Friedlander
Chair
NYC Conflicts of Interest Board