

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

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VIA ELECTRONIC MAIL

August 28, 2020

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

Re: Harlem Link Charter School
Steven Evangelista
Alejandro Montoya
William Itner
SCI Case #: 2019-6480

Dear Chancellor Carranza:

An investigation conducted by this office has substantiated that Harlem Link Charter School (“HLCS”) Principal Steven Evangelista and HLCS Director of Operations Alejandro Montoya entered into a contract (“Contract”) with 20th Century Fox (“Fox”) productions for the use of space within Public School 185 (“P.S. 185”) in Manhattan, without following proper protocol, in violation of DOE Chancellor’s Regulations D-180 (“CR D-180”).¹ In addition, P.S. 185 Custodian William Itner allowed Fox to use the school’s facilities despite knowledge that proper procedures were not followed.

I. **Investigation and Findings:**

a. **Initial Complaint:**

In September 2019, the office of the Special Commissioner of Investigation for the New York City School District (“SCI”) received a complaint from [REDACTED] who reported that HLCS Principal Steven Evangelista improperly entered into a Contract with Fox in July 2019.² [REDACTED]

¹ CR D-180 regulates the extended use of DOE school buildings and outlines the permissible uses of school buildings by third parties. Among the list of prohibited activities are those of a commercial nature.

² [REDACTED] HLCS is co-located within the P.S. 185 building.

reported that Fox used the school as a holding area, catering space, and staging area for its production of “West Side Story.” Evangelista and Montoya did not alert [REDACTED] Public School 226 (“P.S. 226”), the District 75 school co-located within the P.S. 185 building, of the Contract even though the Contract language specified that the \$12,000 “donation” for use of the facilities would be split amongst the “schools.”

SCI investigators spoke with [REDACTED] who said that while passing the school on July 17, 2019 for an off-site conference, she observed a large tent constructed in the schoolyard. [REDACTED] assumed the tent belonged to HLCS. The next day when she passed the school, [REDACTED] again saw the tent in the schoolyard. [REDACTED] contacted the school custodian, William Itner, and asked why a tent was constructed in the schoolyard. Itner responded that HLCS was making a movie.

When [REDACTED] entered the school the following day, she observed “total chaos.” [REDACTED] reported that there were people in costume in the cafeteria where summer students should have been served breakfast and lunch. [REDACTED] estimated that there were anywhere from 300 to 500 people in the building, catering tables with lit “Sternos” in the hallways, and the schoolyard was filled with production equipment and cables.³ There was also no security guard stationed at the open West 111th Street entrance to the school. Most disturbingly, [REDACTED] stated that students were in proximity with adults from the Fox production, and there was only one security guard identifiable.

[REDACTED] stated that she confronted both Montoya and Evangelista about the incident and asked why they had not informed or sought her approval of the Contract. In response, Evangelista reminded [REDACTED] of a time she failed to notify him of an education council meeting held at the school.

[REDACTED] stated that she contacted [REDACTED] who was responsible for [REDACTED] for [REDACTED] district. According to [REDACTED] [REDACTED] agreed that the permit was misfiled primarily because it lacked an accurate description of the facilities used – specifically, it did not specify use of the schoolyard. Through conversations with [REDACTED] [REDACTED] also determined that Montoya signed the Contract as if he was authorized by the DOE to do so. [REDACTED] convened a meeting between [REDACTED] and the HLCS administration during which Evangelista confirmed that he had knowledge of the Contract since May 2019. [REDACTED] reviewed the Contract and advised [REDACTED] that she had to “call this in.”

[REDACTED] obtained a copy of the Contract between HLCS and Fox, which was shared with investigators. The Contract stated that, in exchange for use of P.S. 185 for four days, Fox would “donate” \$12,000 to the “Schools.”⁴ However, neither P.S. 185 nor P.S. 226 received any portion of the donation. In addition, the terms of the Contract stated that “student instruction shall not be impeded,” and specifically noted that Fox would use the property during “Non-School Summer Hours.” Fox, however,

³ The Contract allowed for up to 750 Fox staff and crewmembers within the building.

⁴ Fox extended the Contract terms to include the use of the P.S. 185 for an additional day and in turn increased the “donation” to \$15,000.

used the space while the District 75 and Beacon Program were holding classes.⁵ According to ██████ the film crew disrupted the daily activities of the students. ██████ later reported the allegations to SCI.

b. Custodial Interview:

Investigators spoke with P.S. 185 Custodian William Itner who stated that he learned from Montoya that Fox was scheduled to use the space at P.S. 185 approximately one week to ten days prior their use. Itner told investigators that his job was to ensure that the building was “safe and secure” while Fox used the facility.⁶ Though the permit and the Contract stated that Fox would use the facility beginning on July 15, 2019, Itner stated that on July 13, 2019 Fox personnel were present at the school to begin setting up. The setup process included removing two windows for air conditioning ducts in the cafeteria and auditorium and erecting a large tent in the playground.⁷

Itner also told investigators that on July 19, 2019, he assisted in the process of extending the Contract for an additional day due to a filming delay caused by rain the previous day. According to Itner, he was confronted by ██████ when she arrived at the school who explicitly told him that, ██████ she is responsible ██████. However, even after this notice, Itner continued to assist HLCS employees and ██████ to secure the additional day of shooting.

c. District 75 Interviews:

██████████ confirmed that she too was unaware of the Contract with Fox prior to the date of filming. ██████ stated that when she arrived at the school, she noticed the tents, and when she entered the building, she discovered unknown individuals walking around in costume. ██████ later learned from Itner that Fox was using the cafeteria as a staging area for a movie. According to ██████ P.S. 226 students regularly used the cafeteria on the HLCS side of the building. However, due to the film crew, students, many of whom were on the autism spectrum, were instead forced to walk past the film crew to access the P.S. 185 cafeteria. In addition, the students normally used the first-floor bathrooms, but these facilities were being used and occupied by the Fox crew. ██████ stated that ██████ students were instead forced to use bathrooms on the second floor of the building. According to ██████ these changes caused confusion and great distress to ██████ students.

d. HLCS Interviews:

SCI investigators spoke with Alejandro Montoya who stated that in May 2019, ██████ a production assistant for Fox who was scouting locations for “West Side Story,” contacted him about using the school and schoolyard as a staging area for the actors. Montoya stated that he negotiated the

⁵ Beacon Programs are funded by the New York City Department of Youth and Community Development and operate a minimum of six days a week during school holidays, vacation periods, and during the summer.

⁶ Although by his own admission, Itner was tasked with building safety and security, he did not request, or use additional staff at the school during the duration of the Contract.

⁷ According to Itner, the electricity used for the air conditioning was supplied by Fox through external generators so that the DOE did not incur the cost of additional electricity.

“donation” with ██████ and settled on Fox’s standard rate of \$3,000 a day. According to Montoya, at the end of the five days, Fox completed their \$15,000 “donation” to HLCS.

When asked why no communication was made to ██████ regarding the use of the school, Montoya stated that there was “constant tension” between P.S. 185 and HLCS. Montoya evidenced this with his interpretation of ██████ reaction to discovering the film crew, in which he stated she “freaked out and threatened to call FDNY.” Montoya also stated that he later supplied ██████ with a copy of the Contract and that she was upset to find out the donation was not shared between the three schools. Additionally, by Montoya’s own admission, even though the Contract specified that the school would only be used during “Non-School Summer Hours,” he allowed the film crew into the school while P.S. 226 students were in the building.

SCI investigators interviewed HLCS Principal Steven Evangelista who stated he assigned Montoya to handle all issues related to the Contract. Evangelista stated that he assumed Montoya informed ██████ of the Contract but did not explicitly confirm this with him. However, Evangelista stated that after learning that ██████ was not informed, he confronted Montoya. According to Evangelista, Montoya considered it unnecessary to inform ██████ because the film crew’s activity was going to be conducted on HLCS’s side of the building.⁸ Evangelista confirmed that the Contract called for the “donation” to be split amongst the “Schools” and confirmed that the money was not disseminated once received.

e. Extended Use and the Office of Communications and Media Relations:

SCI Investigators spoke with ██████ who confirmed that ██████ sought her advice on July 19, 2019, concerning the use of the school building by Fox. ██████ told investigators that she assisted HLCS and Fox in obtaining a corrected building and yard permit for the additional date of July 19.⁹ ██████ confirmed that in order to use a DOE building outside of school hours and functions, the requestor must complete an Extended Use Application.¹⁰

SCI investigators spoke with ██████ who confirmed, as far as his office was concerned, Fox obtained the necessary permission to use P.S. 185 as a staging area for actors while filming outside school grounds.

II. Conclusion and Recommendations:

Evangelista and Montoya contracted with Fox to use P.S. 185 without following proper DOE application procedures, including having submitted the application without ██████ approval. Further, Evangelista and Montoya allowed Fox to use the building for commercial purposes and during regular school hours. Due to the lack of security personnel and oversight of students, including those of a

⁸ Evangelista stated that he verbally reprimanded Montoya after this incident. In addition, according to ██████ more than the “HLCS side” of the building was used by the film crew.

⁹ The extension of the Contract to include two additional days was the result of rain delays.

¹⁰ ██████ provided investigators with copies of her correspondence with Montoya on June 10, 2019, regarding the use of the building by Fox.

particularly vulnerable population, students were potentially placed in danger as they mingled among the cast and crew of the Fox production. It is this office's recommendation that the DOE take appropriate action regarding Evangelista, Montoya and HLCS. The DOE should also seek to recover the \$10,000 paid to HLCS that was meant for distribution to P.S. 185 and P.S. 226.

In addition, Itner assisted in securing a permit extension for Fox, despite notice from ██████ that HLCS did not have the authority to negotiate or authorize such a permit. Itner also allowed Fox personnel to access the building and alter the facilities prior to the commencement of the permit. By his own admission, Itner, who claimed to have overseen safety and security of the school building, failed in this duty by allowing unsafe conditions in the building during normal school hours and with students present. It is, therefore, the recommendation of this office that the DOE take appropriate disciplinary action regarding Itner.

Moreover, CR D-180 is clear that the primary use of DOE buildings must be for DOE programs and activities.¹¹ The Contract with Fox contravened that understanding by allowing a film crew access to a DOE building while summer classes were underway. In addition, the CR is clear that "Principals are responsible for making the decision to approve or deny a permit application," then the "Principal [']s approval is subject to review by Central DOE."¹² ██████ was not afforded the chance to review the application. Whether or not Montoya held himself out as a DOE employee, if proper procedures were followed and ██████ and Media Relations verified Montoya's identity, ██████ who was in the best position to understand the conflicts and was aware of the Beacon and District 75 programs, may have prevented the interruptions to those student's education.

Based on this incident, SCI makes the following Policy and Procedure Recommendations:

1. The administration of all charter schools co-located within DOE buildings must be made aware or reminded of their responsibility to abide by the applicable Chancellor's Regulations including, but certainly not limited to, CR D-180. This may be completed via letter or via email but must include a copy of all relevant Chancellor's Regulations related to DOE buildings and safety. Applicable Chancellor's Regulations should also specifically address co-located charter schools, as similar issues are likely to arise again.
2. It is incumbent upon the DOE to remind the DOE Office of Communications and Media Relations of the Extended Use Permit requirements, including the requirement that a building's principal must approve of non-DOE use of buildings, particularly when charter schools are co-located within a DOE building. The DOE Office of Communications and Media Relations should also be reminded of the commercial use restriction on DOE buildings.

¹¹ See CR D-180 at section (I) (A).

¹² See CR D-180 at section (II) (D).

We are sending a copy of this letter to the Office of Legal Services. Should you have any inquiries concerning this matter, please contact me at (212) 510-1418 or dschlachet@nycsci.org. Please notify SCI in writing within 30 days of receipt of this letter of what, if any, action has been taken or is contemplated with respect to Evangelista, Montoya, Itner, HLCS, or the policies and procedures herein. Thank you for your attention to this matter.

Sincerely,

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

By: /s/ Daniel I. Schlachet
First Deputy Commissioner

AC:DS:MC:lr

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

For information regarding the DOE's response to the recommendations made herein, please go to <https://nycsci.org/ppr-portal>.