

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

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VIA ELECTRONIC MAIL

April 12, 2022

Hon. David C. Banks
Chancellor
New York City Public Schools
Department of Education
52 Chambers Street, Room 314
New York, NY 10007

Re: Ahmed Bah
SCI Case #: 2021-0288

Dear Chancellor Banks:

An investigation conducted by this office has substantiated that former New York City Department of Education (“DOE”) Independent Crisis Behavioral Paraprofessional Ahmed Bah (“Bah”), assigned to assist a [REDACTED] student (“Student A”) at KIPP STAR College Prep Charter School (“KIPP STAR”) in Manhattan during the 2018-2019 school year, submitted numerous false invoices for compensation for services not provided to Student A, totaling \$22,477.49.^{1,2}

I. Investigation & Findings:

The investigation began in January 2021, when the office of the Special Commissioner of Investigation for the New York City School District (“SCI”) received an e-mail from DOE Office of Related Services (“ORS”) Charter Coordinator/Compliance Liaison [REDACTED], who said that Bah had been assigned to Student A at KIPP STAR for the 2018-2019 school

¹ Bah is no longer employed by DOE as an Independent Crisis Behavioral Paraprofessional. There is a problem code associated with Bah’s personnel record.

² Bah was arrested by SCI investigators in conjunction with the New York County District Attorney’s Office on March 24, 2022, and charged with one count of Grand Larceny in the Third Degree, P.L. §155.35(1). On April 7, 2022, Bah pleaded guilty in New York County Criminal Court to one count of Grand Larceny in the Third Degree, P.L. §155.35(1) (a felony), and one count of Petit Larceny, P.L. §155.25 (a misdemeanor), with the understanding that if he paid restitution and had no more legal infractions for one year, the felony count of Grand Larceny in the Third Degree, P.L. §155.35(1), would be dismissed, leaving only the misdemeanor count of Petit Larceny, P.L. §155.25, on his criminal record.

year. ██████████ said that Bah had contacted KIPP STAR on February 11, 2021, to inform them that he would no longer be providing services to Student A. KIPP STAR requested a new provider for Student A from DOE Committee on Special Education District 10 (“CSE 10”). RCM Technologies (“RCM”) assigned new paraprofessionals to Student A from February 25, 2019 to June 30, 2019. When RCM later billed for services provided during this period, they were informed by the DOE Office of Non-Public School Payables (“NPSP”) that Bah had already billed for providing the same services for this period. ██████████ confirmed that Bah did not provide any services for this period.

Investigators spoke with the Manager of Health Care Operations for RCM, ██████████ who said that when RCM billed for services provided to Student A from February 2019 to June 2019, they were told that the cost of the services was already paid to another provider. ██████████ said that Bah was never employed by RCM.

Investigators spoke with ██████████ Director of Student Services for KIPP STAR, who said that Bah called Teacher ██████████ on February 11, 2019, and told her that he would no longer be coming to the school. ██████████ said ██████████ contacted CSE 10 and RCM for a replacement, and that RCM sent multiple replacements through the end of the school year.

Investigators received printouts of all billing sessions submitted by Bah from Administrator ██████████ of NPSP. The records, entered by Bah, indicated that Bah entered billing sessions in the Special Education Student Information System (“SEISIS”) for each and every weekday, for nine hours per day, from August 21, 2018 through June 28, 2019, regardless of whether school was in session or not. ██████████ also informed investigators that Bah was paid at a rate of \$20.00 per hour.

Investigators viewed the 2018-2019 academic calendar for KIPP STAR and noted that the school year began for students on August 21, 2018, and ended for students on June 20, 2019. Investigators noted that KIPP STAR was closed on the following 23 weekdays from the beginning of the school year to February 11, 2019: September 3, 10 and 19, 2018; October 31, 2018; November 1, 2, 19, 20, 21, 22, and 23, 2018; December 5, 24, 25, 26, 27, 28, and 31, 2018; and January 1, 2, 3, 4, and 21, 2019. Bah submitted invoices for each of these days. From February 11, 2019 to June 28, 2019, Bah submitted invoices for each weekday even after he had informed KIPP STAR that he was not returning – a total of 100 days. Thus, out of the 224 days billed by Bah for the 2018-2019 school year, Bah submitted invoices for 123 days for which either school was not in session or Bah no longer worked at the school.

An SCI investigator initially spoke with Bah via telephone. Bah acknowledged that he was an independent provider contracted by CSE 10 to provide services to Student A at KIPP STAR for the 2018-2019 school year. He said he provided services to Student A until sometime in February 2019. He admitted that, even though he stopped providing services to Student A in February 2019, he continued to bill DOE because his contract had been through the end of the school year. Bah said that he regularly entered the DOE vendor portal to bill DOE.

Investigators later spoke with Bah in person. Bah said that he entered all his days and hours in the DOE vendor portal at the beginning of the 2018-2019 school year, and that he entered his name electronically each month to bill DOE. Bah claimed that ██████ called him sometime in February 2019, and told him not to come to work anymore because ██████ heard he was leaving. Bah admitted that he kept billing DOE after he stopped reporting to KIPP STAR. He reasoned that DOE owed him money because he had a contract for the entire school year, but later realized that his actions were not right. Bah said that he deposited his checks from the New York City Office of the Comptroller (“Comptroller”) into his personal Capitol One bank account. Bah agreed to make restitution to DOE.

During a follow-up interview with ██████, ██████ denied telling Bah not to return to KIPP STAR. ██████ also provided documentation that Student A was absent on September 26, 2018 and December 10, 2018 – days which should not have been billed by Bah. Bah also submitted invoices for these two days, which, when added to the 123 days noted above, result in 125 days improperly billed by Bah. ██████ NPSP said during a follow-up interview that vendors were unable to enter or certify their invoices in advance, despite what Bah told investigators.

Investigators obtained copies of the 12 checks issued to Bah from the Comptroller for the entire 2018-2019 school year. The checks totaled \$40,279.67. All checks were endorsed with the signature “Ahmed Bah” and were deposited into his Capitol One bank account. Investigators determined that, of a total of 224 days that Bah billed for working at KIPP STAR, Bah did not actually work 125 of those days. Thus, Bah did not work 55.8% of the time for which he was paid. Given that Bah was paid a total of \$40,279.67, he was not entitled to 55.8% of that amount, or \$22,477.49.

II. Conclusion and Recommendation:

Upon review of the above facts, SCI substantiated that former Independent Crisis Behavioral Paraprofessional Ahmed Bah submitted numerous false invoices to DOE for compensation for services not provided to Student A, in an amount totaling \$22,477.49. Bah billed DOE: (i) for 23 days from September 10, 2018 to February 11, 2019, when school was closed for holidays; (ii) for two days (September 26, 2018 and December 10, 2018) when Student A was absent from school; and (iii) for 100 days from February 11, 2019 to June 28, 2019, after Bah ceased providing services to Student A. Bah admitted to investigators that he billed DOE for services he did not provide from February 11, 2019 to June 28, 2019. Bank records confirmed that the corresponding checks from the Comptroller were deposited into Bah’s personal bank account. Therefore, it is the recommendation of this office that the problem code attached to Bah’s personnel file remain as a continued permanent bar to future employment with the DOE, within any of its facilities, or with any of its vendors. In addition, the DOE should seek to recover any funds paid to Bah for services he did not render.

Please respond in writing within 30 days of receipt of this letter as to any action taken regarding Bah. We are sending a copy of this letter to the DOE Office of Legal Services. In addition, we are sending a copy of this letter to the New York State Education Department for whatever action they deem appropriate.

Should you have any inquiries regarding the above, please contact David Casanova, the assigned attorney for this matter, at (212) 510-1419 or dcasanova@nycsci.org.

Sincerely,

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

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

AC:DS:DC:lr

cc: Elizabeth Vladeck, Esq.
Karen Antoine, Esq.
Katherine Rodi, Esq.