

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

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VIA ELECTRONIC MAIL

November 21, 2023

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

Re: Yelena Maur
SCI Case#: 2021-5117

Dear Chancellor Banks:

An investigation conducted by this office has substantiated that New York City Department of Education (“DOE”) Special Education Itinerant Teacher (“SEIT”) Yelena Maur (“Maur”), employed by Smart Choice Therapy, Inc. (“Smart Choice”), located on Staten Island, fraudulently billed the DOE resulting in Maur being improperly paid for more than 101 hours of services that she did not provide.¹

I. Investigation & Findings:

A. Initial Allegation

The investigation began when the office of the Special Commissioner of Investigation for the New York City School District (“SCI”) received a complaint in November 2021, from ██████████ regarding SEIT Maur. ██████████ informed SCI that Maur was employed by Smart Choice, and assigned to, among other locations, South Shore Toddler Academy and Pre-K Center (“South Shore”). ██████████ reported that Maur had been accused by ██████████ of having fraudulently billed for hours of services that Maur did not provide to a then four-year-old female Student (“Student A”).

¹ SEIT Maur was terminated from her position with Smart Choice on November 17, 2021. Maur does not currently have a problem code associated with her file.

B. SCI Investigation

SCI investigators interviewed ██████████, who stated ██████ belief that Maur did not provide the correct number of hours of services to Student A. ██████ informed investigators that Student A's Individualized Education Program ("IEP") mandated five hours of SEIT services each week. But according to ██████, Maur had not been at South Shore for enough time to provide these mandated hours. ██████ stated that in September 2021, ██████ asked Maur for a schedule of dates and times when she would be present at South Shore, but Maur refused, stating that she was very busy and had too many students to be able to provide ██████ with a schedule. ██████ informed investigators that South Shore did not track SEIT's attendance, however, SEIT providers regularly provided ██████ with a schedule of the days when they would be at the school.

██████████ told investigators that ██████████ informed ██████ that Maur had asked ██████ to sign Maur's service form. ██████ relayed that ██████████ thought this odd, as SEIT providers typically went to ██████ to sign these forms. ██████ further informed investigators that according to ██████████, Maur was frequently absent from work, and Student A often did not receive the five hours of SEIT services that her IEP mandated.

██████████ further stated that ██████ reviewed Maur's service forms and confirmation of service delivery forms and compared them to the dates and times Maur signed in as present at South Shore. ██████ informed investigators that Maur had submitted attendance for days when Maur did not in fact appear for work at South Shore, as well as for days when Student A was absent from school.

██████████ informed investigators that ██████ also spoke with ██████████ about Maur's attendance during the 2020-2021 school year. ██████████ informed ██████ that Maur often did not show up to work and did not make up the hours that she missed with a then three-year-old student ("Student B"). ██████ stated that after reviewing these forms and speaking with ██████████ and ██████████, ██████ reported the matter to Smart Choice. ██████ provided investigators with Maur's sign-in sheets, service forms and confirmation of service delivery forms, as well as the attendance records for Students A and B.

SCI investigators later met with ██████████ who confirmed that Maur was assigned to Student A, but often did not show up for work. ██████████ stated that Maur did not have a set schedule and regularly showed up at South Shore unannounced. ██████████ told investigators that ██████ did not keep a record of Maur's attendance, but ██████ did recall an incident where Maur asked ██████ to sign a service form on October 8, 2021. ██████████ informed investigators that ██████ thought it odd that Maur asked ██████ to sign the form, as it was ██████ who was usually responsible for signing such forms. ██████████ recalled that in speaking with ██████ about this, ██████ showed ██████ additional service forms submitted by Maur, purportedly signed ██████████ at which point ██████████ informed ██████ that ██████ did not sign the other forms. ██████████ stated that ██████ only recalled signing the one form for Maur on October 8, 2021, and although the handwriting on the additional forms appeared substantially similar to ██████, ██████ did not recall having signed any additional service forms. ██████ further stated to investigators that ██████ did not sign Maur's confirmation of service delivery forms dated October 4, 2021, and October 28, 2021, each of which bore a signature purportedly written by ██████████

SCI investigators met with ██████ who confirmed that Maur was also assigned to Student B. ██████ informed investigators that Maur often did not show up for work and did not make up any of the sessions with Student B that she missed. After reviewing signatures on Maur's service forms, dated between January 2021 and June 2021, ██████ told investigators that the signatures looked similar to ██████ handwriting, but ██████ did not remember having signed any forms for Maur.

SCI investigators spoke with ██████ who stated that Maur was employed at Smart Choice from January 2018 until November 2021. ██████ confirmed for investigators that Maur was terminated in November 2021, after South Shore reported that Maur had submitted falsified service forms and timesheets.

SCI investigators met with ██████ who stated that Maur worked with a then four-year-old male student at Stepping Stones ("Student C") during the 2021-2022 school year. ██████ said that Maur was not consistent with the days when she worked with Student C, and that Maur did not engage much, or make up any missed sessions with Student C. ██████ recalled one instance in which Maur arrived at the school on a day when Student C was absent, and then did not return to Stepping Stones again for an extended period of time. ██████ further reviewed the service forms and timesheets submitted by Maur and identified that some of the signatures may not have been in ██████ handwriting, although ██████ could not say for certain as all the signatures looked similar.

In an interview with SCI investigators, ██████, confirmed that Maur had provided services to a then three-year-old male student ("Student D") at The Playgroup during the Fall of 2021. ██████ informed investigators that she filled in as a teacher at The Playgroup until ██████. ██████ stated that Maur never asked ██████ to sign service forms or timesheets. Investigators then provided ██████ with Maur's confirmation of service delivery form, and service forms dated September 24, 2021, and September 30, 2021, each purportedly signed by ██████ at which point ██████ stated that none of the signatures were in her handwriting.

Investigators also met with ██████ who stated that ██████ started working at The Playgroup ██████. Investigators then presented ██████ with Maur's service forms dated October 8, 2021, October 14, 2021, and October 29, 2021. Upon inspection of these forms, ██████ stated that the forms dated October 14, 2021, and October 29, 2021, appeared to be in ██████ handwriting, however, the form dated October 8, 2021, was not in ██████ handwriting, and was dated prior to ██████ start date with The Playgroup. ██████ stated that ██████ would not have signed a form with dates prior to ██████ start date.

SCI investigators conducted a review of Maur's session notes and compared them to the dates and times displayed on Maur's sign-in sheets. The review indicated that Maur did not keep accurate records, as discrepancies between Maur's notes and sign-in sheets indicated more than 101 hours of services for which Maur was paid but that could not be accounted for.

SCI investigators contacted [REDACTED] who informed investigators that in 2021, the DOE paid \$94.00 per hour for Maur's services. Considering the 101 hours and 55 minutes unaccounted for in Maur's sign-in sheets, Maur was improperly paid by the DOE approximately \$9,580.17.

SCI investigators made repeated attempts to interview Maur, who declined, citing her rights under the Fifth Amendment of the United States Constitution.

II. Conclusion and Recommendation:

Upon review of the above facts, SCI has substantiated that Smart Choice SEIT provider Yelena Maur falsified documents and fraudulently billed the DOE for services that Maur did not provide to Students A, B, C, and D. As Maur has already been terminated from her position with Smart Choice, it is the recommendation of this office that the DOE take whatever action they deem appropriate, including the issuance of a problem code associated with Maur's personnel file, and that this matter be considered should Maur seek future employment with DOE or any of its vendors. SCI further recommends that DOE seek repayment from Maur for the \$9,580.17 improperly received as a result of the aforementioned fraudulent billings.

In addition, SCI offers the following Policy and Procedure Recommendations ("PPR"):

1. The DOE should ensure that one staff member per school or facility is designated as the sole individual responsible for the review, approval, and safekeeping of all records associated with services provided to students by outside service providers.
2. The DOE should upgrade and modernize its practices for tracking independent service providers' service dates and times. This modernization could include:
 - a. Equipping every DOE school or facility with a device that scans, captures, and retains in a central database information regarding the specific service provider, client, location, and the services provided.
 - b. Assigning all authorized outside service providers a unique barcode, QRT, or pass-card to be scanned upon initiating and ending mandated services.
 - c. Alternatively, the DOE could implement an application-based program, accessible by website or mobile device, to track real-time provider services, dates and times, and locations of services provided.
 - d. Once established, the retained information should then be accessible through a password protected portal to designated DOE personnel, the designated provider, and the appropriate parent or guardian of each student receiving services.

Please respond in writing within 30 days of receipt of this letter as to any action taken regarding Yelena Maur, or the recommendations made herein. We are sending a copy of this letter to the DOE Office of Legal Services. We are also sending a copy of this letter to the New York State Education Department and to Richmond County District Attorney Michael E. McMahon, for whatever action he deems appropriate.

Should you have any inquiries regarding the above, please contact Stephen Boniberger, the assigned attorney for this matter, at (212) 510-1440 or sboniberger@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:SB:lr

cc: Elizabeth Vladeck, Esq.
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