

STATE OF FLORIDA )  
 ) ss  
 COUNTY OF MIAMI-DADE)

**AFFIDAVIT IN SUPPORT OF ARREST WARRANT**  
**DIVINE SPORTS, INC., a Florida Corporation**  
**and ERIKA ROBINSON ✓**

Before me, Thomas J. Rebull, a Judge of the Circuit Court of the Eleventh Judicial Circuit of Florida, personally appeared Special Agents Tanya Jackson and Ellen Roelofs of the Miami-Dade County Public Schools Office of the Inspector General (MDCPS-OIG), who being first duly sworn depose and say that they have probable cause to believe and do believe that Divine Sports, Inc., a Florida corporation (hereinafter DS), and Erika Raquel Robinson, dob 05-14-1976, during the period of 2009 through 2011, did commit the following crimes:

<u>Crime</u>	<u>Statute</u>	<u>Degree</u>	<u>Counts</u>
Organized Scheme to Defraud over \$50,000	817.034	Felony 1	1
Grand Theft, under \$20,000	812.014	Felony 3	1
Identity Theft of minor	817.568 (c)(6)	Felony 2	40
Identity Theft	817.568	Felony 3	5

**AFFIANTS' BACKGROUND**

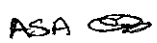
**AFFIANT TANYA JACKSON**

Your Affiant, Tanya Jackson, is a Special Agent with the Miami-Dade County Public Schools (MDCPS) Office of the Inspector General (OIG). Your Affiant Jackson has held this position since January 5, 2009. Prior to service at the MDCPS, your Affiant was employed with Miami-Dade County for fifteen (15) years, eight (8) of which with the Miami-Dade County Office of the Inspector General. Said County employment included investigating complex financial crimes, performing extensive multi-year contract reviews, participating in negotiation sessions of enterprise departments of Miami-Dade County, and instituting auditable contract clauses for the prevention of theft, mismanagement, and general malfeasance as a Special Agent with the Miami-Dade County OIG.

**AFFIANT ELLEN ROELOFS**

Your Affiant, Ellen Roelofs, is a Special Agent with the MDCPS OIG. Your Affiant Roelofs has been a Special Agent with the MDCPS Office of the Inspector General for approximately sixteen months. Your Affiant was employed by the Miami Beach Police Department for twenty-three years serving as a Detective for approximately fifteen (15) years investigating homicide, sexual battery, special victims, crimes against persons and auto theft.

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Affiants' Initials TR/ER  
 ASA 

Your Affiants Jackson and Roelofs are familiar with all aspects of this investigation. The investigation required interviewing those individuals whose information is set forth herein; reviewing reports of interviews of other individuals; reviewing and analyzing records and documents obtained in connection with this investigation—all of which your Affiants have either participated in and/or reviewed. Additional assistance was provided to both Affiants by the United States Department of Education Office of the Inspector General Special Agents Kristen Frias and Chris Hessberger.

Your Affiants have not included within this affidavit all facts known to them concerning this investigation. Rather, your Affiants have stated only those facts which they believe are necessary to establish the foundation of probable cause for the arrest of Divine Sports, Inc., a Florida corporation (DS), and Erika Robinson (ROBINSON). Based on the available evidence to date, your Affiants believe ROBINSON and Divine Sports falsely billed MDCPS: (1) for tutoring students who never received services, (2) for falsely inflating the number of hours of many students who did in fact receive some tutoring services, and (3) for fraudulently billing both MDCPS and The Children's Trust for simultaneously tutoring the same students. The facts supporting said belief are detailed below:

## **STATEMENT OF FACTS**

### **Introduction**

In approximately December 2009, the MDCPS-OIG received numerous complaints from various sources alleging fraud in the MDCPS Supplemental Education Services (SES) Program. These complaints alleged fraud in the student application process and identified Miami Central High School (Central) as one of many schools wherein the fraud was occurring. Your Affiants obtained copies of and reviewed the student applications of SES students at Central during the 2009-2010 academic year. Your Affiants then reviewed each SES application at the four alleged schools and attempted and/or made contact with many parents. Your Affiants began to learn that some parents never signed the SES applications submitted to MDCPS and some children never attended tutoring. Your Affiants then investigated if any SES provider had billed MDCPS for tutoring these students. Your Affiants discovered that Divine Sports, Inc., the main SES provider rendering services at Central during 2009-2010, billed MDCPS and was paid for "phantom students," i.e. students who never attended tutoring. Your Affiants expanded the scope of the investigation, and found that DS/ROBINSON also fraudulently billed MDCPS for phantom students at other schools, and in the subsequent 2010-2011 academic year. Lastly, a review of records of DS related to supposed services rendered at Golden Glades Elementary school, revealed that DS/ROBINSON defrauded MDCPS and/or the Children's Trust pursuant to a double billing scheme. That is, DS billed both MDCPS and the Children's Trust for tutoring the same students, some of which were also phantom students. The facts supporting your Affiants' findings are detailed below.

### **Supplemental Education Service Program**

Based upon interviews of Department of Education and State of Florida employees, your Affiants have learned the following general information regarding the SES program:

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The Supplemental Education Services (SES) Program is a US Department of Education (DOE) academic program provided to low-income families, who attend Title I schools<sup>1</sup> designated by their state to be in need of improvement for more than one year. SES refers to free tutoring services in core subjects such as reading, language arts, and math. Each State Education Agency identifies and deems eligible, companies that will provide these services to their respective school districts. These companies are often referred to as SES providers or SES vendors. MDCPS supplies parents with SES applications and a list of eligible SES providers. Parents are able to meet with various SES providers at an information fair or open house, which usually occurs the weekend prior to commencement of the new school year at the child's school. Parents are then required to choose three SES providers that the parent feels will best serve their children — and list them in order of preference on the SES student application. Divine Sports is just one of many SES providers, authorized by the State of Florida, to provide SES services.

Only students enrolled in a Title I school and qualified to receive free or reduced lunch are eligible to participate in the SES program. Since funding for the program is inadequate to serve all of MDCPS's eligible students, an additional criterion is applied in favor of more academically needy students with low reading scores. Despite this additional criterion, funding remains inadequate to serve all eligible students and many needy children remain on a waiting list to receive SES tutoring services. During the 2009-2010 year, the program was administered by the Title I Division of the MDCPS. Beginning in the 2010-2011 year, the No Child Left Behind (NCLB) Division of the MCDPS administered the program.

### **DIVINE SPORTS**

According to the State of Florida, Division of Corporations, Divine Sports is an active, not-for-profit corporation organized under the laws of the State of Florida. Divine Sports was created on approximately March 17, 2005, when Erika Raquel Tucker (now Robinson) filed Articles of Incorporation with the State of Florida. Erika Tucker (Robinson) was originally listed as President and Registered agent, with Stephanie Slaughter<sup>2</sup> as Vice President and Elgin Tucker as Treasurer. Erika Robinson remained president until approximately August 4, 2009, when Stephanie Slaughter was listed as President. Since Divine Sports' inception, Erika Tucker (Robinson) was always listed as the Registered Agent. From 2005 through 2011, Erika Robinson (formerly Tucker) filed all Annual Reports on behalf of Divine Sports, with the exception of the 2009 Amended Annual Report (filed 8/4/2009) and the 2010 Annual Report (filed January 14, 2010). During 2009, Divine Sports' principal place of business was listed as 4320 NW 186 Street, Miami, Florida, 33055. That is the same address listed for ROBINSON. In

<sup>1</sup> According to the U.S. Department of Education, Title 1 provides over \$7 billion annually to school systems across the country for students at risk of failure and living at or near poverty.

<sup>2</sup> Stephanie Slaughter is ROBINSON's sister.

approximately January 2010, Divine Sports' principal place of business was listed as 780 Fisherman Street, #300, Miami, Florida 33054, which is a commercial office building. Divine Sports principal place of business was last changed on January 3, 2011 to 18350 NW 2 Avenue, Suite 210, Miami, Florida, 33169.

Your Affiants have probable cause to believe and do believe that Erika Raquel Tucker and Erika Raquel Robinson are one and the same person. Your Affiants have obtained certified copies (including photographs) of Erika Raquel Robinson's (formerly known as Tucker) chain of drivers licenses issued by the State of Florida. According to the records, Erika Raquel Tucker was originally issued a Florida Drivers License in 1992 at the age of approximately sixteen years. The licensee's name remained the same until a duplicate license was issued on April 26, 2006, under the name Erika Raquel Robinson.

Your Affiants obtained and reviewed the *No Child Left Behind Act of 2001 Supplemental Educational Services Contractual Agreements* (the Contract) executed by MDCPS and companies affiliated with Erika Robinson. Your Affiants found the following contracts, for the following academic years, executed by the following DS corporate representative:

<u>YEAR</u>	<u>SES PROVIDER</u>	<u>PERSON EXECUTING</u>	<u>DATE OF EXECUTION</u>
2008-2009	Divine Sports	Erika Robinson, Director	Aug. 4, 2008
2009-2010	Divine Sports	Erika Robinson, Exec. Dir.	Aug. 18, 2009
2010-2011	Divine Sports	Elgin Tucker, Treasurer <sup>3</sup>	July 21, 2010
2010-2011	A+ Education, LLC <sup>4</sup>	Erika Robinson, Pres.	July 23, 2010

Your Affiants review of the Divine Sports business checking account (acct no. ending in 9914), located at Bank of America, from August 1, 2009 through July 31, 2011, reveals that both ROBINSON and Stephanie Slaughter have signatory power over the account. While each signed checks, the account was in the name of Divine Sports and Erika Robinson. ROBINSON is listed as President and Stephanie Slaughter is listed as Vice President on the account opening documents. According to sworn testimony of many current and former Divine Sports' employees, at all times material to this affidavit, ROBINSON was in charge of the daily operations of Divine Sports. Some witnesses state that even when ROBINSON was not physically present in Miami-Dade County, ROBINSON would stay in telephonic contact with the employees regarding daily operations. This testimony is corroborated by the Divine Sports checking account. A review of the account reveals that between August 2009 through August 2010, Divine Sports paid ROBINSON approximately \$186,765.00. During that same time frame, the account records Stephanie Slaughter was paid approximately \$95.44.

<sup>3</sup> Your Affiants note that ROBINSON is listed in this 2010-2011 DS contract as an "Additional SES Provider Authorized Representative." No witness has ever testified to dealing with Elgin Tucker related to the daily operations of DS.

<sup>4</sup> A+ Education, LLC is a Florida Limited Liability Company organized on or about February 22, 2010. State of Florida Division of Corporation records indicate that ROBINSON is the Registered Agent and Managing Member. A+ Education's contact email address is listed as "[erobinson@divinesports.com](mailto:erobinson@divinesports.com)."

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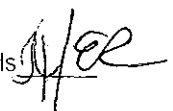
Your affiants were present at the sworn statement of Stephanie Slaughter at the Office of the State Attorney on October 19, 2011. Ms. Slaughter testified that she is a full-time probation officer for the State of Florida. Ms. Slaughter testified that she is also on the DS Board of Directors, which met three to four times per year. Ms. Slaughter denied having any involvement in the daily management of DS. She stated that her sister, ROBINSON, was in charge of the company. Ms. Slaughter stated that her only involvement with the company was signing checks at the request of ROBINSON or other DS employees, and serving as a board member.

During academic years 2009-2010 and 2010-2011, DS submitted eleven (11) original invoices and one (1) corrected invoice to MDCPS, for supposed services rendered. These invoices were submitted to the MDCPS Title I/NCLB offices located in Miami-Dade County, Florida. These invoices were submitted on or about the following dates, and signed by the following DS representatives:

<u>INVOICE DATE</u>	<u>SERVICE PERIOD</u>	<u>INVOICE AMT.</u>	<u>SIGNATURE</u>
Nov. 30, 2009	November 2009	\$283,400.00	Erika Robinson
Dec. 16, 2009	Oct. 1 – 31, 2009	297,895.00	Erika Robinson
Jan. 31, 2010	Jan. 1 – 31, 2010	125,222.50	Erika Robinson
Feb. 22, 2010	Dec. 1 – 31, 2009	227,922.50	Le'Duane Warren
Feb. 28, 2010	Feb. 1 – 28, 2010	22,522.50	Le'Duane Warren
Nov. 9, 2010	October 2010	34,320.00	Emetrail Norris
Dec. 3, 2010	November 2010	123,857.50	Emetrail Norris
Dec. 13, 2010	October 2010 (corrected)	33,637.50	Emetrail Norris
Jan. 4, 2011	December 2010	87,035.00	Emetrail Norris
Feb. 4, 2011	January 2011	96,557.50	Emetrail Norris
Mar. 4, 2011	February 2011	84,435.00	Emetrail Norris
Apr. 5, 2011	March 2011	48,360.00	Emetrail Norris

The DS invoices are for SES tutoring services supposedly rendered by DS at all 33 locations to which DS was operating. Tutoring services supposedly rendered at Miami Central, Miami Northwestern, and Golden Glades Elementary schools are included in the above total amounts. After corrections and according to the MDCPS Title I/NCLB records, MDCPS paid DS a total of \$951,460.00 based upon the DS 2009-2010 submitted invoices. According to MDCPS Title I/NCLB records from 2010-2011, DS requested payment from MDCPS of \$473,882.00 based upon DS submitted invoices. Again, tutoring services supposedly rendered at Miami Central, Miami Northwestern, and Golden Glades Elementary schools are included in the total amount. However, MDCPS has refused to pay the 2010-2011 DS invoices, pending the results of this investigation.

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After personally interviewing and also being present at sworn statements taken at the Miami-Dade County State Attorney's Office (SAO) of both current and former DS employees, your Affiants have learned the following regarding the internal organization of Divine Sports during the 2009-2010 and 2010-2011 academic years:

DS/ROBINSON employs persons to the following positions:

- Area Manager:** An Area Manager is a fulltime DS employee who works out of the DS offices. ROBINSON interviews and hires the Area Managers. Testimony reflects that ROBINSON is usually the person on behalf of DS who instructs the DS Area Managers on his or her duties. DS Area Managers state that ROBINSON is their supervisor and in charge of the daily operations of DS. The duties of a DS Area Manager are to visit his or her assigned schools to ensure that the program is functioning properly. The Area Manager collects tutor payroll sheets, attendance sheets, and progress reports (if done) from either a DS school facilitator (in the case of larger schools) or from the tutors themselves. The DS Area Manager is to ensure that curriculum is distributed, and to help resolve any issues or conflicts that may occur during the tutoring year. Often, the DS Area Manager also delivers snacks to the schools for students. After collecting a school's attendance sheets, the DS Area Manager returns to the DS office to input attendance data into the MDCPS system. If the Area Manager requires assistance, DS Data Entry Personnel are hired by ROBINSON to assist. Also, other Area Managers state that they often assist each other if one is behind in his data entry. Occasionally, the Area Managers assist DS Data Entry Personnel with inputting progress report information into the MDCPS system. All acts of Area Managers detailed in this affidavit were committed solely on behalf and at the direction of DS/ROBINSON. The following persons acted as DS Area Managers during the following years at the following schools relevant to this affidavit, and from which your Affiants have taken statements, or at which your Affiants were present at sworn statements taken at the Office of the State Attorney:

<u>NAME</u>	<u>ACADEMIC YEAR</u>	<u>SCHOOLS</u>
Gary Samms	2009-2010	Miami Central Sr.
Vernette Curry	2009-2010	Miami Central Sr. & Northwestern Sr.
Le'Duane Warren	2009-2010	Golden Glades Elem. & other schools
Tamara Gilbert	2009-2010 and 2010-2011	various other schools
Emetrail Norris	2010-2011	Golden Glades Elem.
Nakia "Tony" Smith	2010-2011	Miami Northwestern Sr.
Jovita Johnson	2010-2011	Miami Edison Sr. High

Your Affiants note that according to DS attendance sheets submitted to MDCPS and according to sworn testimony of DS employees, ROBINSON also acted as Area Manager at Carol City Middle and High Schools, during a portion of the 2009-2010 academic year.

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- **School Facilitator:** In larger schools with higher enrollment and therefore more DS tutors employed, DS often would hire a DS Facilitator. This person was often a MDCPS employee, employed by the particular school at issue. At the schools at issue in this affidavit, the DS Facilitator is also either a MDCPS teacher, guidance counselor, or other employee such as a clerical or administrative employee. The DS Facilitator acts as a liaison between the DS Area Manager and the school. The DS Facilitator often collects tutor payroll, student attendance sheets, and student progress reports (if done) from the DS tutors, and provides them to the DS Area Manager. The DS Facilitator also ensures that the DS tutors know of any administrative or other type of DS meetings at the school or elsewhere. In the smaller schools wherein a DS Facilitator was apparently not deemed necessary, one of the DS tutors acted as a type of head tutor, performing many of these functions. The following are DS Facilitators relevant to this affidavit, from which your Affiants have taken statements, or at which your Affiants were present at sworn statements taken at the Office of the State Attorney:

<u>NAME</u>	<u>ACADEMIC YEAR</u>	<u>SCHOOLS</u>	<u>TITLE</u>
Lawanda Dorsett	2009-2010	Miami Central	Comm. Involvement Spec.
Miriam Cotton	2009-2010	Miami Central	Comm. Involvement Spec.
Kenneth McGuire	2009-2010	Golden Glades Elem.	Teacher
Dr. Zina Jackson	2010-2011	Miami Northwestern	Head Guidance Counselor

Your Affiants note that all acts done by the above named facilitators and described in this affidavit were committed solely on behalf of DS and ROBINSON.

- **Tutors:** DS Tutors are usually MDCPS teachers employed by the same school in which the tutoring occurs. The Tutors are usually recruited by the DS Facilitator, a member of the schools administration, or by other DS personnel. Often, a school-wide email is sent asking teachers interested in tutoring to respond. The Tutor fills out an application and submits it to DS. ROBINSON decides who to hire. The Tutor either meets with ROBINSON herself, or more often attends a general meeting of all DS Tutors wherein ROBINSON and other Area Managers are present. If necessary, DS will hold a similar type orientation meeting at a particular school site, such as Miami Central High School. At these orientation meetings, the DS program and rules are explained by ROBINSON or other DS Area Managers. Attendance procedures are also explained. The following are DS Tutors at the relevant schools at issue in this affidavit from which your Affiants have taken statements, or at which your Affiants were present at sworn statements taken at the Office of the State Attorney:

<u>NAME</u>	<u>ACADEMIC YEAR</u>	<u>SCHOOLS</u>
Patricia Washington	2009 – 2010	Central
Panitra Jackson	2009 – 2010	Central
Lance Miller	2009 – 2010	Central
Aiyeshia Hudson	2009 – 2010	Central

David Mahon	2009 – 2010	Central
Rupa Ramadurai	2009 – 2010	Central
Gerald Cox	2009 – 2010	Central
Chris Perkins	2009 – 2010	Central
Michelle Liang	2009 – 2010	Central
Wedlie Ettiene	2009 – 2010	Central
Leslie Gamble	2009 – 2010	Golden Glades Elem.
Akim Glass	2009 – 2010 (partial)	Golden Glades Elem.
Tedria Saunders	2009 – 2010	Golden Glades Elem.
Kenneth McGuire	2009 – 2010	Golden Glades Elem.
Lira Quiones	2009 – 2010	Golden Glades Elem.
Dione Heath	2010 – 2011	Northwestern Sr.
George Coakley	2010 – 2011	Northwestern Sr.
Josetta Destin-Washington	2009 - 2010 & 2010 - 2011	Northwestern Sr.
Zina Jackson	2010 - 2011	Northwestern Sr.
Emily Wentzel	2009 – 2010	Carol City Sr.
Carolyn Sneed	2009 – 2010	Carol City Sr.
Starsheema Green-White	2009 – 2010	Carol City Sr.
Pedro Loporena	2009 – 2010	Carol City Sr.
Geraldine Conner	2009 – 2010	Carol City Sr.

Your Affiants note that all acts done by the above named Tutors and described in this affidavit were committed on behalf of DS and ROBINSON.

- Data Entry Personnel:** According to sworn statements of DS employees, DS hired data entry personnel on a part time basis. These employees were employed toward the end of each month. The main function of data entry personnel was to input student attendance reports into the MDCPS computer system. Data entry personnel were also responsible for inputting student progress reports. However, these DS employees did not enter actual progress reports as authored by DS Tutors. Instead, these employees entered canned language into the system, as provided by and at the direction of ROBINSON or other DS employees. One DS Area Manager stated that even when she received actual progress reports authored by DS Tutors, she would instead input the DS canned language, as it was "just easier." The following are DS data entry personnel from which your Affiants have taken statements, or at which your Affiants were present at sworn statements taken at the Office of the State Attorney::

<u>NAME</u>	<u>ACADEMIC YEAR</u>
Christina McKinney	2010 – 2011
Kimah Norris	2010 - 2011

Your Affiants note that all acts done by the above named data entry personnel and described in this affidavit were committed solely on behalf of DS and ROBINSON.

**Application and Recruitment Fraud**

Before an SES provider can bill MDCPS for tutoring a student, several crucial steps must occur. The first and most important step is that MDCPS must allocate students to a particular SES provider. For that to occur, parents

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must select the SES provider as one of their three choices on the SES application. Without parents selecting DS as a student's SES provider, Title I/NCLB would never allocate any students to DS. If no student is officially assigned to a SES provider by Title I/NCLB, the provider cannot bill MDCPS for any services rendered. Based upon evidence revealed in this investigation, your Affiants have learned that DS/Robinson violated contract provisions and federal law, to ensure students were fraudulently assigned to DS. Specifically, Section C of the 2009-2010 contract and Section F of the 2010-2011 contract both state:

The Provider agrees that it shall not complete the SES Application. It is the parent's sole responsibility to complete the SES Application. Any application shown to be completed and/or altered by a Provider or Provider's agent shall be declared void and will not be accepted for student assignment.

Further, both contracts also state that:

Recruitment of students on behalf of any specific Provider by School Board employees is strictly prohibited. School Board employees may only answer questions and provide factual information to parents regarding SES, Providers, and/or Choice Options, for the purpose of assisting parents, as described in Section I.B. above, to select the best and most appropriate option for the student's specific needs. School Board employees shall not be offered incentives and bonuses for recruiting students for the Provider.

At the beginning of each school year, applications for SES tutoring are distributed to eligible MDCPS students by various means (**See Exhibit A: SES Sample Application**). Applications are to be returned to MDCPS, and then submitted to Title I/NCLB by MDCPS personnel. Parents may also submit applications directly to Title I/NCLB. SES employees, such as tutors, are prohibited from attempting to influence that decision. Title I/NCLB then reviews the applications to determine whether or not the child meets the program requirements. Reasons to reject an application include: child does not receive free or reduced lunch, duplicate application submitted, student not found in database (usually error on student number), application received after the deadline, etc.

#### **2009-2010 Application and Recruitment Fraud**

According to an interview with a Miami Central Assistant Principal who was in charge of SES tutoring at that school during academic year 2009-2010, four (4) SES providers were selected by MDCPS to provide tutoring services to Miami Central students. The Assistant Principal recalled that the companies were Divine Sports, A+ Educational Mapping, and A+ Markem. The fourth could not be recalled by the witness. According to the witness, A+ Markem withdrew early on and A+ Educational Mapping terminated its agreement due to low enrollment. DS became the sole SES provider at Miami Central.

According to statements of some Miami Central students and DS Tutor Panitra Jackson, students were given provider codes in various ways. The codes were either written on the chalk board in their classrooms, pre-filled by teachers on the SES applications or orally given by the teacher to be placed in the box by the student. Through a review and examination of SES applications, your Affiants have determined that these SES applications contain either:

- The same handwriting in all three (3) boxes where the parent's choices are to be inserted. This handwriting is different from all other handwriting on all other parts of the application.
- The first, second, and third choices are in an obvious predetermined pattern, with DS being choice number one.
- DS is listed as the only choice with the similar handwriting on most SES applications of this sort.

A review of the 2009-2010 Miami Central and Miami Northwestern applications submitted to Title I/NCLB shows many applications with the same SES providers selected in what appear to be a pre-determined order, with DS being the first choice. Specifically, your Affiants found at least the following number of submitted applications, with the following choices selected<sup>5</sup>:

<b>DIVINE SPORTS ONLY Miami Central and Miami Northwestern High</b>	<b>2009-2010 Miami Northwestern Applications</b>	<b>2009-2010 Miami Central Applications</b>
1. Divine Sports Only	1	55
1. Divine Sports 2. Felc	45	0
1. Divine Sports 2. Felc 3. ATS Project Success	62	20
1. Divine Sports 2. Felc 3. Achieving Academic Excellence	57	120
1. Divine Sports 2. Second 2 None 3. ATS Project Success	35	110

Because of (1) the sheer number of DS applications bearing the same choice order, (2) the number of applications containing different handwritings and different inks on the same application, and (3) the number of applications bearing the same handwriting or inks across different applications, your Affiants believe that the selection of SES provider was influenced in a large percentage of these DS applications.

#### **2010-2011 Application and Recruitment Fraud**

The pattern of suspicious applications found during 2009-2010, continued in academic year 2010-2011 with a slight change. A review of the 2010-2011 Miami Central and Miami Northwestern applications again shows many applications with the same SES providers selected in the same apparently pre-determined order, with DS being the first choice. However, instead of a DS rival being listed as the second choice on the application, A+ Education

<sup>5</sup> Your Affiants note that occasionally on some applications, choices two and three are reversed. However, your Affiants believe that the number of such applications is de minimus.

(the second ROBINSON SES provider company as detailed above) is always listed as the students' second choice. Further, your Affiants note that on the applications bearing SES provider "Second 2 None" as the third choice, this company's provider code number is left blank on almost all of the submitted applications. Specifically, your Affiants found at least the following number of submitted student applications, with the following choices selected<sup>6</sup>:

<b>DIVINE SPORTS ONLY Miami Central and Miami Northwestern High</b>	<b>2010-2011 Miami Northwestern Applications</b>	<b>2010-2011 Miami Central Applications</b>
1. Divine Sports Only	49	34
1. Divine Sports 2. A+ Education	23	2
1. Divine Sports 2. A+ Education 3. Second 2 None (no code)	27	23

Your Affiant Jackson learned that DS Tutor Joshua Gardner (a Northwestern teacher) distributed the pre-filled forms in his classroom as part of a DS recruitment process at Miami Northwestern High School during 2010-2011 academic year. Your Affiant Jackson interviewed Gardner who confirmed that fact and provided Affiant with the names of two (2) additional teachers whom DS instructed to pre-fill applications as well. Those teachers were Dhruv Jaggia and Keyur Shah. Both Jaggia and Shah were recruited as DS tutors, attended initial DS meetings, but never actually tutored due to their discovery of this investigation. Jaggia and Shah also confirmed Gardner's testimony. According to Gardner, DS Area Manager Emetrail Norris gave him roughly sixty (60) blank SES applications that he was to distribute to his students at the beginning of the 2010-2011 academic year. Gardner states that Norris later called him and instructed him on which SES providers he was to place on the SES application in the first, second and third positions. Gardner recalled that DS was the first choice, and A+ Education was the second choice. Gardner stated that Norris also gave him the provider codes. Gardner stated that he followed these directions and provided your Affiant with a sample copy of an SES application that had been pre-filled in his own handwriting.

After obtaining authorization from an Assistant State Attorney in and for Miami-Dade County and consent from Josh Gardner, your Affiant recorded a telephone conversation between Gardner and Emetrail Norris of DS. During said recorded conversation, Norris instructs Gardner (consistent with instructions given at a previous meeting per Gardner), regarding use of ink color on the applications and also instructs Gardner to put Second 2 None as the third choice or leave it blank.

<sup>6</sup> Your Affiants note that occasionally on some applications, choices two and three are reversed. However, your Affiants believe that the number of such applications is de minimus.

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In addition to this Gardner/Norris recorded conversation, your Affiants were later present at sworn statements of DS Area Manager Nakia Smith. Nakia Smith testified that ROBINSON explained the recruitment process to him and instructed him to ensure that the SES provider choice on applications listed DS as the first choice, with A+ and Second to None as the second and third choices.

According to the contract, once DS was assigned students for tutoring, DS was required to submit particularized student learning plans (SLP) for each student assigned to its program. Once the student learning plan is accepted by the parent, the SES provider and Title I/NCLB, the SES provider can begin tutoring the student consistent with the individualized SLPs and begin billing MDCPS on a monthly basis for services rendered.

### **SES Billing Procedures**

According to MDCPS employees, current and former DS employees, and a review of DS invoices submitted to MDCPS, SES tutoring in MDCPS begins in approximately October of each year and usually ends between February and March—for an average five month period. SES providers are paid based on a contracted rate per student. During academic year 2009-2010, DS negotiated the rate of \$65.00 per hour, per student. According to the contract, an instructional session shall be no more than 120 minutes in length. The maximum pupil allocation was \$1,593.00 per student. The maximum number of billable hours per pupil was 24.5. During 2009-2010, the contract stipulates that no student shall be tutored more than six (6) hours per week.

During academic year 2010-2011, the DS rate remained \$65.00 per hour, per student. According to the contract, an instructional session was shortened to no more than 60 minutes in length. The maximum pupil allocation was slightly less at \$1,579.00 per student. During the 2010-2011 academic year, the contract again stipulates that no student shall be tutored more than six (6) hours per week. However, this contract further states that tutoring shall be limited to no more than two (2) hours per day Sunday through Friday, and four (4) hours per day on Saturday.

Based upon these contract provisions related to maximum allocation per student, the more students that a SES provider is allocated and served, the more money the SES provider can make. Lastly, an SES provider must employ enough tutors to satisfy the program requirement of a maximum ten (10) students per tutor.

An SES Provider must submit a monthly paper invoice to Title I/NCLB to get paid. The SES provider must use a form invoice provided by MDCPS. This invoice must be accompanied by the following:

- MDCPS Title I SES EOM (End of Month) Report, which summarizes student attendance for the month for all students at all schools receiving SES services from the provider
- original student attendance sheets bearing student and tutor initials, tutor signature, and the signature of the SES provider's Area Manager
- Monthly progress reports for each student wherein the tutor details each student's individual monthly progress on a form provided by MDCPS (submitted electronically by the SES provider)

The original attendance sheets indicate the dates the student attended tutoring within a given month and the amount of time tutored. Each form requires the initials of the students and tutors on each day tutored, as well as the full signature of the DS Tutors and the Area Managers making certain certifications at the bottom of the form. During the 2009-2010 academic year, a separate letter-sized attendance sheet was required for each student (**See Exhibit B: Sample 2009-2010 SES Attendance Form**). During the 2010-2011 academic year, the form changed and multiple students were listed on an individual legal-sized sheet (**See Exhibit C: Sample 2010-2011 Attendance Form**). Though the form changed between the years, the content contained therein did not. At the end of each month, the SES provider must input the attendance form's data into MDCPS computer system to generate the summarized EOM Report. If information on the original attendance forms and the information input into the MDCPS' computer system do not match, the SES provider will not be paid. MDCPS will not pay a provider if the attendance form is incomplete in terms of the required information needed: time tutored, student initials, tutor initials, full signatures, etc. The SES provider is given opportunities for correction.

The SES provider is required to submit progress reports both to the students' parents and to MDCPS in satisfaction of billing requirements. Tutors are required to complete progress reports for each student tutored on a monthly basis. These reports must identify an individual student's deficiencies, set an individual student's goals, comment on those goals and discuss how progress was measured during the month. The monthly progress reports are required to be completed by the tutors and given to the SES provider. Parents are also to be furnished a copy. The SES provider is required to maintain the paper copy of the progress reports in a student's file. The SES provider inputs the progress report data into the Title I/NCLB system. If the SES provider fails to obtain and electronically submit individual progress reports related to each student, the provider will not be paid.

Lastly, once all individual progress reports and attendance information for each student is entered into the MDCPS system electronically, the SES provider "certifies the month" and the electronic EOM report is created and printed. Based upon these billing procedures described above, for DS to bill MDCPS for phantom students, the following fraudulent acts must occur:

- A MDCPS student qualified to receive SES services must be assigned to DS by MDCPS pursuant to an official application signed by the student's parent, selecting DS as the parent's choice of SES vendor.
- DS must administer a pretest to the MDCPS student, and create the student's individualized student learning plan in consultation with the student's parents. This plan is submitted to MDCPS.
- Fraudulent attendance sheets must be created bearing forged initials of real MDCPS students qualified to receive SES services placed on the form for each day wherein the phantom student supposedly received tutoring services.

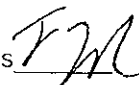
- A DS Tutor's initials verifying the phantom student's attendance on particular days must appear on the fraudulent attendance form.
- A DS Tutor's signature must appear on the fraudulent attendance form.
- A DS Area Manager's signature must appear on the attendance form.
- A fraudulent monthly progress report must be created and input into the MDCPS computer system on a monthly basis for each phantom student.


**FRAUDULENT ATTENDANCE SHEETS: MIAMI CENTRAL HIGH SCHOOL**

A review of the DS invoices submitted to MDCPS and paid by MDCPS indicates that DS was paid \$163,182.50 for supposedly providing SES tutoring services to 104 Central students during academic year 2009-2010. A review of the invoices shows that DS billed and was paid the maximum amount for each of the 104 Central students, who according to DS submitted records, attended DS tutoring 100% of the time, with no absences. Your Affiants believe that DS/ROBINSON was paid much of this amount based upon fraud. A review of DS attendance sheets related to students at Miami Central High School, testimony of Miami Central students, DS Tutors at Miami Central and the DS Area Manager Vernetta Curry, reveals that DS/ROBINSON submitted fraudulent attendance records to MDCPS and was paid for tutoring "phantom students." Further, DS/ROBINSON submitted fraudulent attendance forms to MDCPS and was paid for tutoring students who did receive some SES tutoring services, but not to the extent to which MDCPS was billed.

Most DS Tutors and DS Area Manager Vernetta Curry testify in sworn statements that early in the 2009-2010 academic year, an issue was raised regarding how the DS tutors were to mark a student as absent. During 2009-2010, each student had a separate attendance form. Some teachers would leave the box for a particular day blank, some teachers would place a zero in the box, and some tutors would place an "A" in the box on the sheet to indicate an absence. A meeting was held to address this confusion. DS Area Manager Vernetta Curry and ROBINSON were present. The general recollection of nine (9) DS Tutors is that at said meeting, the Tutors were instructed to leave the box blank if the student was absent. Your Affiants note that this is consistent with the rules of Title I/NCLB regarding marking a student absent. However, if the student was absent during the entire month, Curry and ROBINSON instructed the tutors to leave the entire middle area blank, to sign the form at the bottom and to turn the form into DS. According to Title I/NCLB employees, there is no reason for any SES company to have tutors sign totally blank forms for a student who is absent the entire month. Title I/NCLB does not accept blank attendance forms. Nothing should be turned in for a student who has been absent for the entire month.

Your Affiants note that these orders by Curry/ROBINSON enabled employees of DS to then fill in the middle section of the form, indicating that a student was tutored when in fact, he was not. The DS employee would forge the student and tutor initials in this area. Vernetta Curry testified that she herself filled in fraudulent attendance information at the direction of ROBINSON. Ms. Curry stated that other DS Area Managers also participated in this fraud and/or were aware of it based upon statements Curry made to them in the office. Your Affiants note,

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Affiants' Initials 

however, that the other DS employees deny any knowledge of this fraud and testified that they had no idea how this fraud occurred.

Your Affiants showed attendance forms to the DS Central Tutors. All identified attendance sheets submitted to MDCPS by DS in support of invoices as bearing their forged signatures and/or initials. The Tutors testified that while they did tutor some students, they did not tutor to the extent reflected in the fraudulent attendance forms. Further, most DS Central Tutors testified that they were asked by the DS Facilitators to sign numerous blank forms, to which they did. These blank forms were provided to DS. DS Facilitators Cotton and Dorsett both state that Curry and ROBINSON requested the blank forms. Consistent with the Curry/ROBINSON instruction to sign blank forms, DS Central Tutors identified to your Affiants numerous attendance sheets which bear the Tutor's real signature, yet contain fraudulent and forged Tutor initials in an area originally left blank.

Your Affiants presented the DS Miami Central attendance forms to the actual students to whom DS supposedly rendered SES tutoring services. Most of these student statements were taken at the school, in the presence of your Affiants and an Assistant State Attorney, and pursuant to subpoena. A few statements were oral statements pursuant to questioning by investigators. All students were placed under oath. Your Affiants have summarized the Miami Central student testimony in the categories of "never attended" DS tutoring, "Seldom Attended" DS tutoring, and "Attended":

Student Name <sup>7</sup>	DOB	Never	Seldom	Attended
A B, a minor	1/5/1995			X
A S, a minor	10/3/1994		not Jan	
A T, a minor	3/15/1995	X		
A B, a minor	6/23/1995	X		
C C, a minor	6/16/1993		no Dec & Jan	
C R, a minor	8/28/1994		to Dec	
C B, a minor	1/6/1995	X		
C V, a minor	5/2/1994	X		
C L, a minor	2/19/1995	X		
D P, a minor	12/18/1993	X		
D R, a minor	5/1/1995		Twice	
D G, a minor	3/18/1995		Once	
D S, a minor	7/16/1992		2 weeks	
D H, a minor	10/15/1994	X		
D L, a minor	3/12/1994			X

<sup>7</sup> In an abundance of caution, your Affiants have used initials for all students, whether minor or adult, throughout this affidavit. Because all participants in SES tutoring must qualify for free and reduced lunches, federal privacy right issues may be implicated.

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Affiants' Initials *JK*

E T, a minor	12/4/1993	X		
E L, a minor	1/9/1996	X		
E M, a minor	7/2/1994			X
E P, a minor	7/5/1995		Twice	
F T, a minor	8/14/1994		Once	
G B, a minor	5/29/1995			X
G H, a minor	8/19/1995		6 times	
G J, a minor	6/16/1994	X		
I B, a minor	8/4/1995			X
J D, a minor	7/29/1993	X		
J F, a minor	9/29/1994	X		
J A, a minor	6/21/1994	X		
Je Tr, a minor	4/11/1994	X		
Je Av, a minor	12/16/1994			X
J O, a minor	9/24/1994			X
Jo Ch, a minor	10/9/1994	X		
Jo Th, an adult	10/7/1991		to Dec.	
Jo Co, a minor	10/21/1994	X		
J G, a minor	1995		Twice	
K C, a minor	3/10/1995	X		
K A, a minor	8/8/1995			X
La Ri, adult	12/14/1991	X		
La Ru, a minor	9/16/1992			X
L Z, a minor	7/5/1993	X		
Le Re, a minor	2/3/1992	X		
M M, a minor	10/30/1992	X		
M L, a minor	10/14/1992			X
M J, a minor	8/24/1994	X		
N F, a minor	2/3/1995	X		
O V, a minor	6/28/1993			X
Pa Sa, a minor	8/7/1993	X		
Pi Sa, an adult	3/15/1990	X		
R W, a minor	5/9/1994			X
R B, a minor	6/20/1994	X		
S J, a minor	Feb-95	X		
T L, a minor	7/27/1992			X
T C, a minor	2/8/1993	X		
T R, a minor	9/8/1993			X
D P, a minor	2/9/1994		X	
D J, a minor	2/11/1992		not Jan	
E T, a minor	4/26/1993		once	

Judge's Initials *JM*

Affiants' Initials *JR*



G M, a minor	2/20/1992	X		
Ka Ra, a minor	12/2/1994	X		
Ka Ro, a minor	11/24/1992	X		
K J, a minor	1/24/1994	X		
K A, a minor	1/22/1994	X		
K P, a minor	12/26/1994	X		
L H, a minor	12/17/1993		X	
P M, a minor	2/27/1993		twice	

Based upon the above analysis, your Affiants calculate that DS/ROBINSON illegally used the identities of at least<sup>8</sup> thirty-four (34) Central students during academic year 2009-2010, wherein two (2) students were adults and thirty-two (32) students were minors.

Your Affiants note that a review of the DS invoices reveals that DS/ROBINSON billed MDCPS and was paid the maximum amount for all the students who testified that they never received any tutoring services. Regarding the "seldom attended" students, your Affiants have discovered that DS billed and was paid for rendering significantly more services than the student actually received. Based upon the testimony of the above witnesses, and also based upon the attendance forms identified as fraudulent, your Affiants have probable cause to believe that the amount of the fraud committed by DS/ROBINSON based upon Miami Central students during the 2009-2010 academic year is at least \$75,140.

Lastly, your Affiants have reviewed the DS student files which are required to be kept by DS/ROBINSON pursuant to the contract. According to the contract, DS is required to maintain these records for a period of five (5) years. Pursuant to the contract, these records are the property of MDCPS and subject to Fla. Stat. 119, relating to the Florida Public Records Act. Student files are required to contain at a minimum each student's Student Learning Plan, Progress Reports, attendance forms, work samples, emergency contact, and release instructions. Of the 104 Central students billed for by DS, DS failed to provide any student file for forty-nine (49) students. Of the fifty-five (55) other student files provided, only five (5) student files contained complete, appropriate documentation. The other fifty (50) student files were materially deficient and missing one or more of the required documents.

**DS FRAUDULENT ATTENDANCE SHEETS RE: MIAMI NORTHWESTERN SENIOR HIGH**

Because Vernetta Curry is the only current or former DS employee who admits to participating in the fraud regarding attendance sheets, your Affiants expanded the investigation to determine whether or not DS/ROBINSON submitted fraudulent attendance sheets to MDCPS after Vernetta Curry severed all employment relations with DS. Therefore, your Affiants focused on Miami Northwestern Senior High School during the 2010-2011 academic year. Nakia "Tony" Smith was the DS Area Manager assigned to that school at the time.

<sup>8</sup> For purposes of this warrant, your Affiants are basing the number of identity thefts solely on students who stated that they never attended SES tutoring.

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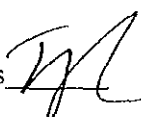
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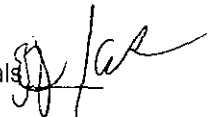
At Miami Northwestern Sr. High (MNW), in addition to altering the SES application by pre-filling the provider choices as directed by ROBINSON, DS Tutors and MDCPS employees Dionne Heath, Josetta Destin-Washington, and George Coakley all deny tutoring activity to the degree reflected on the attendance sheets for the 2010-2011 academic year. Your Affiants note that because the official SES Attendance Form changed for the 2010-2011 academic year, the scheme at MNW is slightly different than the scheme that had occurred at Central High School during the previous year. Your Affiants believe that because students no longer had individual attendance forms, teachers were no longer asked to sign blank forms. MNW Tutors state that the attendance sheets that they signed contained no attendance activity for some students when they signed them. MNW Tutors generally deny completing progress reports.

Your Affiants scheduled and attempted taking sworn statements of twenty-nine (29) MNW students to which DS billed MDCPS during 2010-2011 academic year. Twenty (20) MNW students appeared for their statements. Generally, most students provided testimony that they were called to the office *during regular class hours* by MDCPS Guidance Counselor and DS employee Zina McNeal-Jackson (Jackson) to take computerized assessment tests in order for DS to comply with NCLB-imposed deadlines. The students further state that DS Tutor Destin-Washington oversaw the assessment process as her regular class was engaged in a school project. Based on the sworn testimony of Destin-Washington, this was orchestrated by Jackson to take place in the media center and Jackson gave her no prior notice. Jackson regularly sent student Jxxxx Gxxxx during eighth period to other students' classes to initial attendance sheets. Your Affiants note that conducting ANY SES business during regular school hours is a flagrant violation of the contract and School Board rules.

In the sworn testimony of the twenty (20) students who appeared for their statements, eleven (11) stated that they never attended tutoring sessions. Most students confirmed that a student interrupted their regular class schedule to have them initial attendance sheets, and most denied initialing the other attendance sheets. Some testified that they played games or visited the *NFL.com* website. Four (4) students testified that no real tutoring was occurring when they did appear for tutoring, especially in the beginning. Some students testified that they did appear for tutoring, but were told to leave after signing the attendance sheets by the DS Area Manager, as there were not enough students present. Based upon student descriptions of this DS Area Manager, your Affiants believe the DS Area Manager to be Nakia "Tony" Smith. Your Affiants have summarized the student testimony in the categories of "never attended" DS tutoring, "Seldom Attended" DS tutoring, and "Attended":

Student	DOB	Date of Interview	Never	Seldom	Attended	Remarks
A G, a minor	3/14/1993	2/9/2011	X			
B J, a minor	6/6/1995	2/9/2011	X			
C C, a minor/adult	11/28/1992	2/9/2011			X	
D G, a minor	11/9/1994	2/10/2011	X			

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D B, a minor/adult	11/8/1992	2/10/2011	X			
E F, a minor	11/2/1993	2/10/2011	X			
G R, minor	4/2/1996	2/10/2011		Oct. only		no lessons
J B, an adult	10/30/1990	2/10/2011	X			
J S, a minor	7/21/1994	2/9/2011	X			
J L, an adult	10/5/1992	2/9/2011	X			
K W, a minor	9/21/1995	2/9/2011	X			
K B, an adult	6/28/1991	2/9/2011	X			
L C, a minor	4/8/1996	2/10/2011			X	
M T, a minor	6/1/1996	2/9/2011		2 weeks		no lessons
M T, a minor	9/20/1994	2/10/2011	X			
N R, a minor	10/10/1995	2/9/2011			X	
Q C, a minor	9/12/1993	2/9/2011		3 times		no lessons
R S, a minor	10/30/1993	2/9/2011			X	no lessons until Jan.
S C, a minor	5/31/1996	2/9/2011			X	
Y J, a minor	3/16/1993	2/9/2011			X	

Based upon the above analysis, your Affiants calculate that DS/Robinson illegally used the identities of at least<sup>9</sup> eleven (11) MNW students during academic year 2010-2011, wherein two (2) students were adults and nine (9) students were minors.

Your Affiants note that a review of the DS invoices reveals that DS/ROBINSON billed MDCPS for all the students who testified that they never received any tutoring services. Further regarding the "seldom attended" students, your Affiants have discovered that DS/ROBINSON billed for rendering significantly more services than the student actually received. Based upon the testimony of the above witnesses, and also based upon the attendance forms identified as fraudulent, your Affiants have probable cause to believe that the amount of the fraud attempted by DS/ROBINSON based upon MNW students during the 2010-2011 academic year is at least \$3,218.

Your Affiants note that no DS employee or area manager employed during the 2010-2011 academic year admits to falsifying the DS attendance sheets, nor ever being directed to do so by ROBINSON.

**DS FRAUDULANT ACTS RE: CAROL CITY MIDDLE AND HIGH SCHOOL**

In addition to DS employee Vernetta Curry (academic year 2009-2010, your Affiants also randomly interviewed several DS Tutors at Carol City Middle School (CCMS), in an effort to determine whether or not fraudulent acts were being committed related to DS activity at schools in which ROBINSON personally acted as the DS Area Manager.

<sup>9</sup> For purposes of this warrant, your Affiants are basing the number of identity thefts solely on students who stated that they never attended SES tutoring.

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Your Affiant Jackson was present at the oral statement of Conswella Quinones on June 29, 2011 at the offices of the MDCPS-OIG. Ms. Quinones was a CCMS teacher and DS Tutor. Quinones stated under oath that many of the initials attributed to her (October/ November 2009 attendance sheets) were not by her hand. Quinones stated that she did complete progress reports on a form. When shown DS Progress Reports submitted to MDCPS under her name by your Affiant Jackson, Quinones stated that she did not complete those progress reports, as they were not done in her words or writing style.

Your Affiants interviewed MDCPS teacher Wendolyn Conner. Ms. Connor was hired by DS and tutored at CCMS during the 2009-2010 academic year. Ms. Connor testified under oath to your Affiants that she tutored two (2) days a week, which she believed to be Tuesdays and Thursdays. She never tutored on Saturdays. Connor denied signing three (3) attendance sheets submitted to MDCPS by DS/ROBINSON related to tutoring services supposedly provided in October 2009. Connor stated that some unknown person signed her name to the attendance sheets without her knowledge or permission. All three (3) forms were signed by ROBINSON as the DS Area Manager.

Your Affiants also were present at the official sworn statements given to the State Attorney's Office of the DS Tutors listed above from Carol City Senior High School (CCHS) related to academic year 2009-2010, in an effort to determine whether or not fraudulent acts were being committed related to DS activity at a second school in which ROBINSON personally acted as the DS Area Manager. Your Affiants have discovered the following related to CCHS:

Consistent with the scheme at Miami Central High School during academic year 2009-2010, all of the DS tutors listed above from CCHS testified that they were directed by a DS employee to sign blank attendance forms. All of the same DS tutors were shown attendance forms submitted to MDCPS by DS in support of above-referenced invoices. All tutors identified numerous attendance forms bearing their supposed signatures and initials, but denied signing the forms. All tutors stated that they never gave anyone at DS permission to sign their names or initials to attendance forms wherein services were not rendered. All tutors further denied signing or initialing attendance forms for students they knew never received services from them. Lastly, most DS CCHS tutors testified that they never completed any progress reports for their students on a monthly basis. Your affiants have found numerous progress reports in the MDCPS computer system that were submitted by DS in support of their invoices, all bearing these tutors' names as authors.

Your Affiants note that at the time of the writing of this affidavit, the investigation is not at a stage wherein your Affiants can assign a dollar amount to the fraud that was apparently committed by DS/ROBINSON at Carol City Middle and High Schools. Your Affiants have included the above information in the affidavit as further evidence of DS/ROBINSON'S overall intent to defraud.

**DS FRAUDULENT PROGRESS REPORTS**

For DS to successfully invoice and be paid by MDCPS for rendering SES tutoring services, it was required that DS electronically submit individualized monthly progress reports for each student appearing on the invoice. These progress reports were required to be completed by the DS Tutors. If no progress report is submitted, MDCPS will not pay for services provided to the student. Your Affiants have determined the progress reports submitted by DS/ROBINSON during both the 2009-2010 and 2010-2011 academic years were almost all fraudulent. While no DS employee other than Curry admitted to falsifying attendance forms, almost all DS Area Managers admit to falsifying progress reports at the direction of ROBINSON. The Area Managers testified that Robinson provided them with "canned language" to be used in the progress reports. This canned language apparently changed based upon the number of hours that DS had billed for a student, either phantom or real. Vernetta Curry testified that even though she would occasionally get real progress reports from DS tutors, she would use the canned language provided by ROBINSON because it was "just easier". DS area manager Nakia "Tony" Smith, the DS area manager for MNW during 2010-2011, admitted to falsifying 100% of the progress reports. Two other DS area managers, Tamara Gilbert and Emetrail Norris, state that they used canned language at the direction of ROBINSON.

Because the issue of falsified progress reports was not addressed in all of the DS Tutors sworn statements at the Office the State Attorney, your Affiants re-interviewed the tutors to specifically ask about whether they completed any for their students. The following is a summary of tutors' statements:

Tutor	SCHOOL	YEAR	TESTIMONY
Michelle Liang	Central	2009-2010	Did do progress reports
Aiyeshia Hudson	Central	2009-2010	Never
Chris Perkins	Central	2009-2010	Never
Gerald Cox	Central	2009-2010	Did reports but not sure how often
Lance Miller	Central	2009-2010	Does not remember doing them, but not sure
Patricia Washington	Central	2009-2010	Believes she did not do them
Panitra Jackson	Central	2009-2010	Did progress reports
David Mahon	Central	2009-2010	Never
Josetta Destin Washington	MNW	2010-2011	Never
George Coakley	MNW	2010-2011	Never
Dionne Heath	MNW	2010-2011	Never
Lira Quinones	GG Elem	2010-2011	Never
Tedria Saunders	GG Elem	2010-2011	Never
Leslie Gamble	GG Elem	2010-2011	Never
Akim Glass	GG Elem	2010-2011	Never

Your Affiants have reviewed the progress reports submitted by DS. Despite there being ten (10) tutors (as indicated above) who state that they never completed progress reports, DS progress reports are found in the

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MDCPS system supposedly authored by these ten (10) tutors. Your Affiants also discovered progress reports related to students that never attended tutoring and for which DS/ROBINSON was paid. This review determined that in most instances, the language contained in these progress reports is identical for these ten (10) tutors and the other five (5) who believe they may have completed them. This corroborates the sworn testimony of Area Managers Nakia "Tony" Smith, Tamara Gilbert and Emetrail Norris who all state that ROBINSON provided "canned" language for them to use. Regarding DS Tutor Akim Glass (Golden Glades Elem), there are progress reports bearing her name and supposedly authored by her, yet she submitted no attendance sheets for that same time period.

### FRAUD AT GOLDEN GLADES ELEMENTARY

During the course of this investigation, your Affiants learned that DS, in addition to providing SES services at Golden Glades Elementary School (hereinafter GG), received a grant from the Children's Trust (hereinafter Trust) to provide out of school services (OOS), i.e. an aftercare and summer camp program. DS/ROBINSON was paid \$138,472 pursuant to this grant. The grant period was from August 1, 2009 through July 31, 2010.<sup>10</sup> The grant contract between the Trust and DS prohibits the duplication of services to children. It also prohibits utilizing the same staff to which their funding is applied. This in essence prevents a child who is eligible to receive SES tutoring from receiving services from the Trust. Your Affiant Jackson was present at the sworn statement of Sabine Edmonds, the Trust Contract Manager assigned to supervise and monitor the DS grant on behalf of the Trust. Ms. Edwards testified that on August 25, 2010, she asked ROBINSON whether or not DS/ROBINSON operated an SES program at Golden Glades Elementary. ROBINSON fraudulently stated that she did not.

Your Affiants examined documentation from the Trust, compared it to documentation from MDCPS and discovered that DS/ROBINSON billed both MDCPS and the Trust for providing SES tutoring and OOS Services to the same children on the same dates and times. Further, your Affiants found that DS/ROBINSON provided attendance sheets to both programs indicating that the same student was present at both programs, when in fact the child was either absent, excused early, or suspended from school. All students in question were also billed to the Trust on January 19, 2010, which was the Martin Luther King Jr. holiday and there was no school. Lastly, your Affiants found that eleven (11) of these thirty-six (36) students were being billed to yet a third MDCPS-operated program, Science, Engineering, Communication, and Mathematics Enhancement Stars (SECME), on days that they were supposedly in both of DS/ROBINSON'S other programs<sup>11</sup>.

The Trust's Chief Programs and Operations Officer Charles Auslander, whose authority it is to determine contract breaches, provided sworn testimony at the Office of the State Attorney, that these actions constituted a breach of

<sup>10</sup> Your Affiants note that DS/ROBINSON first received the Trust grant to provide OOS services at St. Francis Catholic School during 2007-2008. When that school was closed, DS/ROBINSON renewed the grant to provide the same program at Golden Glades Elementary during 2008-2009. Academic year 2009-2010 was the third year DS/ROBINSON performed under the grant. 2009-2010 was the second year DS provided OOS services at Golden Glades Elementary.

<sup>11</sup> Note: Triple program billing for SES/Trust/SECME for the 11 students occurs within the natural time frame of the SES program which is October-February. Double program billing for Trust/SECME occurred in Sept 2009 and March-June of 2010.

contract. Of the fifty (50) children served by the Trust OOS program (forty-five (45) general population and five (5) children with disabilities), thirty-six (36) of them are billed for the same days and times in academic year 2009-2010. Your Affiants discovered that all other programmatic components that were electronically submitted in terms of progress reports and attendance were fraudulent concerning the Trust.

The table below provides a summary of the fraudulent attendance scheme that DS/ROBINSON perpetuated at Golden Glades. The first column indicates the number of days each child was billed for attending both the Trust OOS Program and SES tutoring at the same time. The second column indicates the children that were marked present in the Trust OOS program on the Martin Luther King Holiday. The third column indicates the number of days the child was marked as present when MDCPS attendance records indicate the child was either suspended, absent, or excused early.

SUMMARY OF DS FRAUDULENT ATTENDANCE SUBMITTED TO THE CHILDREN'S TRUST					
Student No.	Student Name	Billed to Trust and SES	Billed Trust on MLK Holiday	Billed when Suspended, Absent, or Excused Early	Total FRAUDULENT Days Billed Per Student
0119031	A H	25	1	7	33
0118747	A E	24	1	7	32
8859334	A H	24	1	10	35
0118931	A H	24	1	6	31
0042097	B M	24	1	1	26
0063146	B B	23	1	15	39
0000020	C B	23	1	4	28
0118854	D L	3	0	2	5
0059645	D L	23	1	2	26
0118295	D S	24	1	11	36
0204551	D H	24	1	3	28
5343306	D A	23	1	5	29
0119077	D D	21	1	6	28
0057610	E P	20	1	4	25
7511381	H F	24	1	11	36
8424236	I F	24	1	1	26
0001830	J W	24	1	2	27
0042116	J F	24	1	3	28
0061860	J J	24	1	2	27
9937290	K J	23	1	12	36
0225484	K H	24	1	1	26

Judge's Initials *JM*

Affiants' Initials *J/R*

1833351	K J	24	1	2	27
1516486	M S	24	1	0	25
0131761	N B	24	1	2	27
4727460	Q R	25	1	7	33
0138245	R G	25	1	5	31
0119157	R W	24	1	1	26
0218038	R L	24	1	1	26
0125992	S B	23	1	3	27
0194013	S M	18	1	3	22
0096485	S P	25	1	0	26
0118812	T L	24	1	3	28
0046407	T B	24	1	4	29
0119109	V M	23	1	6	30
1579244	W R	24	1	7	32
0018755	Z M	24	1	0	25
<b>Total:</b>		<b>827</b>	<b>35</b>	<b>159</b>	<b>1,021</b>

Lastly, your affiants note child K.H., a minor, listed in the above chart. Your affiants have probable cause to believe that K.H. was a "phantom student", billed to both the Trust OOS Program and SES. DS Tutors Tedria Saunders and Akim Glass both testified that K.H. is a special needs student. Both teachers testified that he never attended ANY afterschool program during academic year 2009-2010. Due to the child's special needs, the teachers testified that at the end of each day, the child was personally taken to his transportation by a GG teacher.

Based upon your Affiants review of the grant contract between the Trust and DS/ROBINSON, sworn statements of Trust employees, and sworn statements of GG/DS employees, your Affiants have learned the Trust OOS program occurred five days per week, and lasted from the end of the school day through six o'clock at night. The program started on the first day of school, and continued through the last day of school. During that time, DS/ROBINSON agreed to conduct the program as required by the Trust. The Trust required a set schedule and specific curriculum. DS/ROBINSON agreed to provide literacy/academic services on a daily basis for forty-five (45) minutes, utilizing the After School Achievers curriculum. Homework assistance was to be provided as well; Monday through Thursday and Friday as needed. DS/ROBINSON was required to provide a fitness component daily for forty-five (45) minutes, utilizing the Presidential Fitness Challenge curriculum. DS/ROBINSON was required to provide Social Skills training on a daily basis for forty-five (45) minutes, utilizing the Peace Scholars curriculum.

The Trust prohibited DS/ROBINSON from utilizing any other form of curriculum without first obtaining prior written approval. DS/ROBINSON'S State-approved SES curriculum was not authorized to be used by the Trust. Family Involvement and enrichment activities were also required but with far less frequency than the other components.

Judge's Initials *JRH*

Affiants' Initials *ASAC*



According to the sworn testimony of Charles Auslander, Trust programs are far too demanding to operate in tandem with any other program. Trust funded programs are therefore prohibited by contract to duplicate staff and participants. Your affiants note that DS/ROBINSON submitted paperwork to both MDCPS and the Trust, indicating that staff was duplicated. Auslander, as well as contract manager Sabine Edmond, both stated that this prohibition is clear and is reiterated in training throughout the grant cycle.

At the urging of your Affiants, the Trust invoked its contractual audit right to obtain supporting documentation for the many days billed for the fifty (50) children that DS/ROBINSON contracted to serve. DS/ROBINSON failed to provide a significant portion of the required documentation in violation of the Trust contract, which mandates that records to be kept for five (5) years. Although the summarized results of student progress and attendance were electronically submitted by DS/ROBINSON to the Trust during the course of the grant contract, the supporting documentation (i.e. the actual student attendance sheets and progress reports) provided by DS/ROBINSON pursuant to the Trust's contractual request was only applicable to August through December, 2010, and May 2010. No attendance supporting documentation was provided for the period of January through April, 2010. Further, no supporting documentation at all related to progress reports was submitted. This action caused the Trust to rescind DC/Robinson's 2011-2012 award recommendation.

Your Affiants note that the Trust grant is a reimbursement grant. DS and the Trust agree to allowable costs that will be reimbursed up to an agreed upon budgetary amount. One of those costs is employee payroll for the teachers providing the OOS services. DS/ROBINSON was required by contract to identify the particular employees for which reimbursement was sought. DS/ROBINSON could not change OOS teachers without prior approval by the Trust. Your affiants note that the teachers identified by DS to the Trust as supposedly providing OOS services (Tedria Saunders, Akim Glass, Kenneth McGuire) were the same teachers (according to DS records submitted to MDCPS) providing SES tutoring.

Further review of the DS invoices submitted to the Trust, reveals that DS/ROBINSON continued to submit reimbursement requests for GG Tutors who had severed employment relations with DS. These GG tutors were Tedria Saunders and Akim Glass. Both Glass and Saunders provided sworn testimony to the Office of the State Attorney that they resigned from DS employment in February, 2010. However, DS/ROBINSON continued to bill the Trust for both these individuals, and submitted *Trust Form C: Personnel Expenditures Reimbursement Detail Reports* claiming that DS supposedly paid to Saunders and Glass. Both Saunders and Glass state that they never received this compensation and should not have, as they had already severed their employment relations. A review of the DS bank records shows that Saunders and Glass did not received the below amounts as compensation. The amounts of compensation fraudulently claimed to have been paid to Saunders and Glass by DS/ROBINSON is:

Post-Employment Payments to Saunders	Post-Employment Payments to Glass
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Judge's Initials FR

Affiants' Initials ASA

ASA 08

March 2010 - \$637.50	March 2010 - \$394.58
April 2010 - \$418.33	April 2010 - \$346.17
May 2010 - \$743.15	May 2010 - \$480.00

A review of the invoices submitted to the Trust shows that both DS area manager Tamara Gilbert (billing period April 2010) and ROBINSON (billing period March and May 2010) signed the requests for payment. The Trust paid DS/ROBINSON the full amount of the contract--\$138,472.00.

**SES at Golden Glades**

Similar to what was found at Miami Central High school during 2009-2010, the investigation and examination of MDCPS records submitted by DS/ROBINSON related to SES services provided at GG, identified additional forged SES attendance sheets. Your Affiants have interviewed instructors who worked at GG and employed by DS/ROBINSON. DS Tutors Tedria Saunders, Akim Glass, and Lira Quinones, all state that they worked for DS/ROBINSON in some capacity. Saunders and Glass believed themselves to be SES Tutors. Quinones was unsure as to which program she served but knew she provided academic assistance afterschool and saw Trust posters on the outside of her classroom door. Quinones took over the academic portion when Saunders and Glass both resigned their positions at DS in early February. Saunders, Glass and Quinones all worked Monday through Friday, from the end of school through 5:00 p.m., when the children were released to McGuire and Gamble.

Kenneth McGuire and Leslie Gamble also acknowledge working for DS/ROBINSON, but both stated that they fulfilled only the physical fitness portion of the OOS program daily, from 5:00 to 6:00 p.m., and did no academic work as SES tutors or OOS academic instructors. Consistent with this testimony, Saunders, Glass, and Quinones all stated that they released the children to Gamble or McGuire at approximately 5:00 p.m.. Gamble distinctly remembers that he never provided SES tutoring.

Upon a detailed review of the SES attendance sheets, your Affiants noted signature variations and interviewed all GG Tutors involved. The following fraudulent documentation was found:

- Saunders, during a sworn statement, denied signing dozens of attendance forms, which contained her fraudulent signatures and initials.
- Gamble identified dozens of attendance sheets that contained his fraudulent signatures and reiterated that he never provided SES tutoring. Gamble denied initialing and signing 100% of all attendance sheets that DS/ROBINSON submitted to Title I and for which they were paid. In addition, your Affiants have discovered many progress reports supposedly authored by Gamble, to which he denies authoring.
- Glass stated that she was a SES tutor yet there were no attendance sheets submitted to Title I with her name affixed. Glass reassured your Affiants that she indeed worked as an SES tutor by

Judge's Initials *EMH*

Affiants' Initials *J/G*

providing copies of SES attendance sheets that she submitted to Area Manager Le'Duane Warren. These attendance sheets apparently were not submitted to Title I. Despite there being no attendance sheets submitted on Glass' behalf, your Affiants discovered hundreds of progress reports in the MDCPS system bearing Glass' name. However as detailed above, Glass denies ever authoring any progress report.

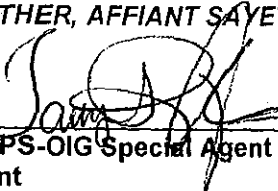
Your Affiants requested that MDCPS invoke its right to review student files. DS/Robinson did not provide any student files for 2009-10 for Golden Glades Elementary. Title I paid DS/ROBINSON \$56,387.50 during academic year 2009-10, based upon this fraudulent documentation.

**CONCLUSION**

Based upon the foregoing, your Affiant has probable cause to believe that DIVINE SPORTS, INC. and ERIKA ROBINSON have knowingly and unlawfully committed the following offenses:

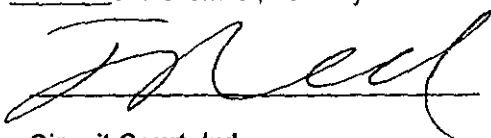
<u>Crime</u>	<u>Statute</u>	<u>Degree</u>	<u>Counts</u>
Organized Scheme to Defraud over \$50,000	817.034	Felony 1	1
Grand Theft, under 20,000	812.014	Felony 3	1
Identity Theft of minor	817.568 (c)(6)	Felony 2	40
Identity Theft	817.568	Felony 3	5

**FURTHER, AFFIANT SAYETH NOT**

  
 MDCPS-OIG Special Agent Tanya Jackson  
 Affiant

  
 MDCPS-OIG Special Agent Ellen Roelofs  
 Affiant

Sworn to and subscribed before me on this the 10<sup>th</sup> of November, 2011 by Affiants Tanya Jackson and Ellen Roelofs.

  
 Circuit Court Judge  
 Eleventh Judicial Circuit of Florida



MIAMI-DADE COUNTY PUBLIC SCHOOLS (M-DCPS)  
 NO CHILD LEFT BEHIND PROGRAM  
 STATE-APPROVED SUPPLEMENTAL EDUCATIONAL SERVICES (SES) APPLICATION  
 2009-2010

Student's Name:		Birth Date:		
M-DCPS Student ID #:		Grade:		
Current School:		Eligible For Free or Reduced meals: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Student's Telephone #:		Alternate Telephone #:		
Student's Address:		Apt:	City:	State:
				Zip:

Please check (✓) one selection

<input type="checkbox"/> No, I do <u>not</u> want SES tutorial services for my child (If no, please provide signature in this box and return this form) Parent Name: _____ Parent Signature: _____	
<input type="checkbox"/> Yes, I want SES tutorial services for my child (Complete ALL sections below) <i>To qualify for SES, a student must be eligible to receive free or reduced priced meals and attend an eligible Title I school.</i>	

**State-Approved SES Provider Selection:**

In order to apply for SES, the parent must select three providers in order of preference. Every attempt will be made to place the student with one of the three selected providers. In the event none of these selections are available, the student may be assigned to an alternate provider from the list of State-approved SES Providers.

In order for a completed application to be valid, it must be submitted online, via the parent portal; returned to the school; at one of the SES Information Fairs; or via fax at (305) 995-2540 or 305-523-0144. There must be three providers selected, incomplete forms may result in a delay of services being delivered.

(1 <sup>st</sup> Choice)	Provider ID	<input type="text"/>	Name	<input type="text"/>
(2 <sup>nd</sup> Choice)	Provider ID	<input type="text"/>	Name	<input type="text"/>
(3 <sup>rd</sup> Choice)	Provider ID	<input type="text"/>	Name	<input type="text"/>

**Alternate Contact Information:**

If you would like to be contacted at a different telephone number(s)/address than what appears above, please complete the following items:

Address:  Apt:  City:  State:  Zip:

Phone:  Secondary Phone:

**Consent for Mutual Exchange of Information:**

I, \_\_\_\_\_, hereby authorize the mutual exchange of records\* pertaining to my child or myself, between the M-DCPS and applicable agencies\*\* to facilitate the development of the SES Student Learning Plan by the assigned SES Provider.

\*The specific records to be disclosed pertain to: the student's personal contact information, academic achievement level, and if applicable, information related to the English Language Learners (ELL) Plan, Progress Monitoring Plan (PMP) and/or the Individual Educational Plan (IEP). The receiving party will not disclose the information to any other party without signed consent.

\*\*AGENCIES: Any State-Approved 2009-2010 SES Provider, under contract with M-DCPS, inclusive of the three (3) I have selected above.

I certify that I am the parent or legal guardian of the child named above or that I am a student of majority of age and have authority to sign this release and select State-Approved SES under the provisions of the No Child Left Behind Act of 2001.

Parent/Guardian's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please note that the District will give priority to the lowest performing students if there are not enough funds available to provide services to all eligible students whose parents request the services.

ASA CB

# MONTHLY SUPPLEMENTAL EDUCATIONAL SERVICES INDIVIDUAL STUDENT ATTENDANCE REPORT

12/16  
ASA/BB

Student Name: \_\_\_\_\_ Tutoring Location Name: \_\_\_\_\_

Student ID #: \_\_\_\_\_ Tutor(s) Full Name: \_\_\_\_\_

Provider Name/Code: \_\_\_\_\_

Reporting Month/Year: \_\_\_\_\_ (submit monthly by the 5<sup>th</sup> of each month.) Maximum # of Annual Billable Hours: \_\_\_\_\_

Total Billable Hours this Month: \_\_\_\_\_

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
No. of Hours																																
Print Student's Initials																																
Print Tutor's Initials																																

**Important!** - Hours of services will be removed if the listed tutor(s) was/were not cleared prior to providing services, tutors', students', or parents' initials (for in-home tutoring) are missing or wrong, and/or white out was used on student's Dates/Hours/Initials, and/or on Tutor's Name, Initials or Signature

**Certification of Provision of Services:** I hereby certify that Supplemental Educational Services have been provided to the above named student on the dates and for the times indicated herein. I also certify that at least one Progress Report has been completed for this month. I understand that any material misrepresentation may subject me to criminal, civil and/or administrative action.

Tutor's Full Name	Tutor's Signature	Date
Tutor's Full Name	Tutor's Signature	Date
Tutor's Full Name	Tutor's Signature	Date

I hereby certify that the above named tutor(s) have met the minimum qualifications established as the Title I standards for paraprofessionals, such as an earned secondary school diploma and two years of college (equivalent to 60 semester hours) or an Associate's Degree, or have passed a local paraprofessional academic assessment and/or course. Also, I certify that the above named tutor(s) have met Level 2 screening requirements as described in § 1012.32, Florida Statutes and have been fingerprinted/drug tested, and received background/drug screening clearance by the M-DCPS Title I Administration Office prior to the time they begin working with students. I also certify that at least one Progress Report has been provided for this month to the student's parent and homeroom teacher.

Supervisor (print)	Title	Supervisor (signature)	Date
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**Directions:** The original Individual Student Attendance Report (with original signatures in blue ink by the Principal of the Provider Agency, or authorized representative as substantiated by affidavit on file with the District) MUST be mailed to the District on a monthly basis to:



Mr. Rafael Urrutia, Accountability Officer  
 Title I Administration  
 Miami-Dade County Public Schools  
 Attention: NCLB SES Billing  
 1450 N.E. 2<sup>nd</sup> Avenue, Room 500  
 Miami, FL 33132



Appendix B