

Statement of Facts for Tracy Queen Plea

The defendant, Tracy Queen is the sole owner and operator of Queen's Mobile Education (QME), a tutoring company that contracted with the Baltimore City Public School System's (BCPSS) Office of Compensatory and Remedy Services to provide tutoring services. These tutoring services were owed to hundreds of Baltimore City Students as a result of prior federal consent decree in order to make up for the non-delivery of instruction hours required to be given to students.

In the summer of 2009, Ms. Joan Jacobson was contacted by Baltimore City Schools regarding arranging to provide her son, Willie, with compensatory tutoring services to compensate for the fact that Willie's Individualized Education Plan, or IEP, needs had not been timely met. Ms. Jacobson agreed to the tutoring and soon was contacted by Dolores Miller, who identified herself as a tutor employed by Queen's Mobile Education assigned to Willie. Miller's tutoring began in August of 2009 and was continuing in November 2009 when Miller informed Ms. Jacobson that she may be forced to stop tutoring her son due to the fact she was not getting paid. As Willie had been making great progress and the family was very pleased with Miller's efforts, Jacobson contacted both QME and BCPSS in the hopes of resolving the issue. She received no meaningful response from QME.

Jacobson did speak with BCPSS representatives. It was determined that QME had submitted documentation for Willie's tutoring showing a Christie Lopez as the tutor. Jacobson explained that her son had never been tutored by a Christie Lopez and that the only tutor he had seen was Dolores Miller. Soon after, at Jacobson's urging, BCPSS staff met with the tutor, Dolores Miller. After showing staff members all her documentation for tutoring she had completed not only with Willie, but with other students as well, it was discovered that QME had submitted false documentation with respect to at least one other student Miller had tutored, listing another tutor and dates / times that did not occur. Further, QME submitted paperwork invoicing the schools system for such tutoring that had not occurred. BCPSS contacted Jacobson and offered to repeat all the tutoring for her son.

Out of concern for other students who may not have received tutoring but which may have been overlooked by BCPSS since they were not part of Dolores Miller's caseload, Jacobson contacted the State Prosecutor's office.

OSP investigators obtained voluminous records from BCPSS regarding tutoring services contracted out to QME. Investigators reviewed all the records Tracy Queen submitted to Baltimore City Schools for payment on her tutoring contracts, which included each student's file who was designated to be tutored. These files contained tutoring documentation forms which were to be completed at each tutoring session by the individual tutor and signed off on by both the tutor providing services and the student's parent.

Investigators then interviewed several students and their parents who were allegedly tutored. Over the course of interviews with 17 students and their parents, it was discovered that they all had similar stories: either they had never been contacted nor received tutoring, had been contacted about tutoring but no one ever followed up, or received only a few of the tutoring hours due and the sessions were never completed. Parents were shown the tutoring documentation forms and similarly all indicated that their signature as the parent had been forged.

Moreover, on the tutoring documentation forms, it was discovered that numerous different tutors' forms appeared to have been filled out in the same handwriting. This led OSP investigators to begin interviewing individual tutors to see if they had in fact performed the tutoring. 14 tutors were interviewed. The tutors all had similar stories that they had signed up with QME to be a tutor for extra money. However, all had similar accounts of difficulties with the tutoring, to include not being paid by QME, not being able to get in touch w/ students and not getting additional files to continue on with others. Due to these varying difficulties, the tutors all explained that they either never actually did any tutoring, or did so for a short time, but ultimately quit due to these problems. Each of the 14 tutors was then shown all the students files and specifically the student documentation forms documenting the tutoring allegedly performed by them and containing their purported signatures. All the tutors identified numerous forms which were forged in their names, which they indicated they did not fill out and for which they never performed tutoring hours. In total these files represented tutoring for 250 students who never actually received mandated tutoring from Queen's Mobile Education.

These falsified tutoring documentation forms and files were then compared against the invoices submitted by Queen to BCPSS for payment. QME fraudulently billed BCPSS for 3,966 hours of tutoring that the company never provided to these already underserved students. Review of the records showed that QME first contracted with BCPSS to provide Compensatory and Remedy tutoring services in 2006. The initial contract called for QME to be paid at a rate of \$36 / hour. The contract was renewed several times through 2009 at rates up to \$50 / hour. Payment records were then cross checked and it was determined that BCPSS did in, fact, pay QME on the fraudulently billed hours a total of \$150,752.00 between November 2006 and November 2009.

BCPSS only paid out these monies based on the representation by Queen that the tutoring documentation submitted was true and accurate and had actually occurred. BCPSS staff would have testified that they obviously never would have paid Queen on these invoices had they not been deceived by the falsified and fraudulent documentation which she passed as true.

A search warrant was executed on Defendant Queen's Baltimore County home. Evidence recovered pursuant to that search warrant included voluminous records evidencing the fact that Queen's Mobile Education was run out of the Defendant's Reisterstown home in Baltimore County, Maryland, as well as a fax machine and numerous transmittal cover sheets to the fraudulent invoices which she sent from her Baltimore county residence to Baltimore City School headquarters.