



Richard Corcoran
Commissioner

FLORIDA DEPARTMENT OF EDUCATION
OFFICE OF INSPECTOR GENERAL



Mike Blackburn
Inspector General

MEMORANDUM OF INQUIRY

TO: File for Correspondence #2021-110061

THRU: Mike Blackburn, Inspector General *MB*

FROM: Jordan Walker, Investigator

DATE: December 13, 2021

SUBJECTS:

Jacob Oliva, FDOE, Senior Chancellor

Melissa (Hancock) Ramsey, FDOE, Executive Vice Chancellor, Division of Public Schools

Richard "Andy" Tuck, former Chairman, Florida State Board of Education

WITNESSES:

Caroline Wood, FDOE, Senior Educational Program Director, Bureau of School Improvement.

Complaint:

On November 15, 2021, the Florida Department of Education (FDOE), Office of Inspector General (OIG) received a complaint (*Exhibit 1*) from FDOE General Counsel Anastasios Kamoutsas and Deputy General Counsel James Richmond. The two expressed concerns with a response to a department issued Request for Quotes (RFQ) for Transitional Support of Jefferson County Schools by Strategic Initiatives Partners, LLC (SIP). The three people authorized to manage the company per its Articles of Incorporation are Jacob Oliva, Melissa Hancock (Ramsey) and Richard "Andy" Tuck. The General Counsel expressed concerns with a potential conflict of interest between Strategic Initiative Partners, LLC, and FDOE as the three managers of SIP were each associated with the department at the time the SIP proposal was sent to the department.

Background:

On November 17, 2021, Janice Brown¹ provided the OIG with the official Request for Quotes for Transitional Support of Jefferson County Schools (*Exhibit 2*). The RFQ's Intent and General Description states:

"It is the intent of the Department of Education (Department), using the Management Consulting Services Request for Quote (RFQ), to select the most qualified vendor to provide Transitional Support of Jefferson County School."

"In 2017-18, Jefferson converted to a Charter Local Educational Agency (LEA) operated through a Charter Management Organization, Somerset. The

¹ Janice Brown, FDOE, Assistant Deputy Commissioner, Division of Finance and Operations.

Department is currently seeking a Contractor to support the transition of Jefferson to a district-managed Local Educational Agency. Currently, Jefferson-Somerset Elementary School has a 2019 school grade of “D.” Under the current, statewide system of support, Jefferson-Somerset Elementary, a Title I school, is receiving federal school improvement funding.”

On November 16, 2021, the OIG conducted a sworn, recorded interview with Oliva as a subject in this matter. Oliva provided background on why FDOE was issuing an RFQ for Jefferson County Schools stating that Jefferson County Schools has been a persistently low performing school district for several years. Oliva further explained, just under five years ago, Jefferson County Schools was moved to a charter operator status where an outside charter school was asked to provide day-to-day operations and all instructional components. Oliva stated the five-year contract is ending and the charter school that has been supporting Jefferson County Schools indicated that they do not wish to continue providing the services. Oliva stated he and his team have been working on transitioning Jefferson County Schools from the charter operator to being supported by an external operator. Oliva reported his role with the transition was to be a liaison for FDOE between the Jefferson County School District and the external operator.

Investigator’s Review:

Request for Quote

Oliva stated he worked with FDOE Grants Management and some members of the FDOE Bureau of School Improvement team, primarily Caroline Wood, Senior Educational Program Director, to draft the proposal. Oliva stated the RFQ was released around November 8, 2021, and responses were due on November 15, 2021. Oliva stated he was not aware of the amount or number of responses that were submitted for the RFQ. In regards to his role in approving or reviewing responses to the RFQ, Oliva reported, “I don’t believe I have one. That’s handled under Grants Management.” Oliva stated he and his team’s role in monitoring the winner of the award would include facilitating conversations, working through the needs assessment, developing a transition plan, presenting the plan to Jefferson County School Board, and then eventually presenting the plan to the State Board of Education. Oliva reiterated that he worked on sending the draft RFQ to Grants Management, who finalized it. Oliva stated, “I don’t know if I saw the finalized copy of what was in the RFQ.”

On November 22, 2021, the OIG conducted a sworn, recorded interview with Ramsey as a subject in this matter. Ramsey noted that she was on annual leave from October 29, 2021, through November 15, 2021. Ramsey confirmed her direct report, Wood, was enlisted to help create the RFQ. Ramsey stated that she didn’t have much knowledge or understanding of the RFQ as it was drafted while she was on leave. Ramsey denied ever seeing the draft or final RFQ. Ramsey detailed that she did not have any duties in reviewing or creating the RFQ and explained that she was under the impression that Commissioner Corcoran² would be the one reviewing and approving the proposals submitted in response to the RFQ.

On November 17, 2021, the OIG conducted a sworn, recorded interview with Wood as a witness in this matter. Wood stated that on November 5, 2021, Oliva instructed her to draft an RFQ for Transitional Services for Jefferson County Schools. Wood explained that Oliva gave her a deadline of November 8, 2021, to complete the RFQ and provided a document titled

² Richard Corcoran, FDOE, Commissioner.

“Master Engagement Agreement By and Between Jefferson County Schools Succeed, LLC and The Florida Department of Education” (master agreement) to help develop the RFQ. The master agreement prescribed a proposed scope of engagement between MGT of America and the department. The OIG found no evidence that the parties ever formalized the proposed agreement. Wood explained that she did not have any experience writing RFQs and had only worked on Requests for Applications, so she was unsure how to compose the RFQ.

Wood stated that Chancellor Oliva did not specifically instruct her which sections of the master agreement language to use, but she recalled that the document included a scope of services table. Wood highlighted parts of three pages from the 15-page document that she recalled using to draft the RFQ, (*Exhibit 3*) including the section that she titled as “deliverables.”

The OIG compared the master agreement to the final RFQ and identified 4 of the 11 deliverables in the RFQ contained language from the master agreement, at least in part.³

Strategic Initiatives Partners, LLC

During Oliva’s interview, the OIG inquired if Oliva had a role in Strategic Initiatives Partners LLC, and Oliva responded, “I do not.” In regards to Oliva being listed on any documents related to SIP, Oliva reported, “I have learned that I am, yes, and I have requested immediately to be removed...Monday (November 15, 2021) when I found out...Just for the record that, that conversation around the company was, I never gave authorization for my name to be submitted, I never knew they [Ramsey and Tuck] intended to file an LLC. It was just a conversation one night about doing, um, turnaround work in other states like Texas and California that Florida has a proven track record model. The other people that are listed on that were talking about how they [Ramsey and Tuck] were transitioning to new career opportunities and I was just, my whole point of that conversation was ‘Good luck’.” Oliva stated he, “Never signed anything. Never wrote anything, giving consent to put my name. Nothing.”

Oliva stated he is not aware of who submitted the paperwork to establish Strategic Initiatives Partners, LLC. Oliva stated it was a verbal conversation with Ramsey to have him removed from the company, and Ramsey told him that she was advised she needed to submit a form, which would take seven days to process. Oliva stated he had no intention of joining SIP as long as he is an employee of the State of Florida.

During Ramsey’s interview, she testified that SIP is the name of the proposed business between Tuck and herself. Ramsey explained that, once Tuck’s term expired with the State Board of Education and she retired from FDOE, the plan was to form SIP and assist schools in need by utilizing her and Tuck’s shared experiences and knowledge in Education. Ramsey explained that Tuck was the one who filed the paperwork to create SIP in late August of 2021, and the names listed on the business were Tuck, Ramsey, and Oliva (*Exhibit 12*). Ramsey testified that she never officially signed any paperwork regarding the creation of the LLC, and reiterated that Tuck was the one to actually file the paperwork.

³ The OIG requested a legal opinion from the General Counsel’s Office as to the potential conflicts of interest in using language from the master agreement in the RFQ. The General Counsel’s office responded that, “As we discussed, the situation you described—that is, a state employee using a private contractor’s preexisting scope of services as an exemplar in drafting a competitive solicitation does not appear to run afoul of the conflict provisions in Chapter 287, Florida Statutes.” (*Exhibit 4*)

Ramsey stated that Oliva was being removed from the company because he no longer wanted to be part of it. In regards to the timeline in which Oliva asked to be removed from the LLC, Ramsey testified that Oliva was asked to sign up to be a lobbyist when he was promoted to senior chancellor, and he expressed concerns with a potential conflict of interest between the LLC and becoming a lobbyist. Ramsey explained that Tuck then attempted to remove Oliva from the LLC; however, he was unable to figure out how to do so.

Ramsey explained that, because SIP had not yet conducted official business, there was no annual report filed with the Department of State (DOS), thus not allowing the immediate removal of someone as an officer of the LLC. Ramsey further detailed that, in order to officially remove Oliva from the LLC, paperwork needed to be filled out and mailed to DOS. Ramsey stated, "It [document to remove Oliva from the LLC] was prepared prior to submission of the proposal; however, it wasn't mailed until late that night because I worked 'til late."

During Wood's interview, she explained that Ramsey began looking into how to remove Oliva from the LLC, and she believed that Ramsey had filled out a form to have him removed. Wood stated that Ramsey did not provide a copy of the form or any proof that she had completed it. Wood reported Oliva wanted to be removed from the LLC.

On December 8, 2021, the OIG reviewed Sunbiz, which demonstrated that Oliva is no longer listed as an authorized manager for SIP (*Exhibit 5*).

SIP's Proposal Submission

On November 8, 2021, FDOE sent the RFQ to a list a 25 approved state term contract vendors, as required in Section 287.056(2) F.S. The OIG verified with Brown that only 1 of the 25 vendors provided a response. That company was MGT of America Consulting, LLC. The OIG's review of the initial complaint revealed, on November 15, 2021, Strategic Initiatives Partners (SIP), LLC (strategicinitativespartners@gmail.com) sent an email to Brown with an attached proposal in response to the RFQ [*See Attachment 1*]. SIP was not one of the 25 vendors invited to respond to the RFQ.

During Oliva's interview, he explained, "Melissa Ramsey came to me and said that she was thinking about applying and responding to the RFQ...I advised her that I didn't think that she could apply, that I think it would be a conflict of interest. If they [Ramsey and Tuck] intend to do that, that I don't want my name anywhere near or associated with this application, that I am an employee of this department and I don't think that we have the ability or you [Ramsey] the ability to engage in this work. You've been a part of these conversations...I told her [Ramsey] that I can't control what she [Ramsey] does or does not do. I don't want any part of this."

Oliva reiterated, "I told her [Ramsey] I did not want, I can't have my name anywhere near this. I don't want to be on any application. I didn't think that it was a good idea. She [Ramsey] felt like it was something that she [Ramsey] wanted to explore. I suggested she [Ramsey] go talk to other members of senior leadership, before applying. She [Ramsey] said that she [Ramsey] did and that they didn't share any concerns."

During Ramsey's interview, she stated that she notified Oliva, Chief of Staff Bethany Swonson, and former Senior Chancellor Eric Hall of her intention to submit the proposal on behalf of SIP. Upon further questioning, Ramsey acknowledged that she was unable to speak directly to Swonson until after she submitted the SIP proposal. Ramsey additionally stated that her conversation with Hall centered around her intentions to retire and pursue opportunities through SIP. When asked who submitted the SIP proposal, Ramsey indicated that she submitted the proposal.

Ramsey testified that if her proposal would have won, "...it would be a conflict and I'd have to retire, early retire or resign and get my ducks in a row to actually execute a contract and go to Jefferson." Ramsey divulged "I felt I was not in conflict because I had talked to three senior leaders, you know, and it was a proposal, again, not a executed contract."

Ramsey stated that she did contact Tuck before submitting the proposal, and reported that he was excited about the opportunity. Ramsey further explained that she mentioned her plan to leave the department should SIP win the proposal to Hall in order to be as transparent as possible.

SIP's Proposal Comparison

The OIG review of SIP's Proposal (highlighted) (*Exhibit 6*) and the MGT master agreement (*Exhibit 7*) demonstrated the first five pages of the SIP proposal were almost identical to language in the master agreement except for the company name and the department's name. We noted that the scope of work section did not match any language in the master agreement. This was roughly two pages of the nine-page proposal. We also noted that the financial information in the Invoicing Section differed from the master agreement.

During Ramsey's interview, she initially denied reviewing the SIP proposal before submission. Ramsey explained that she gave Wood direction regarding the financial figures to use in the proposal. When Ramsey was shown the email from herself to Wood containing the MGT master agreement (*Exhibit 8*), Ramsey revealed that she sent Wood the document in the context of "here you want to see this? This is what they [MGT] submitted a long time ago." When shown the side-by-side comparison of the MGT transition plan and the SIP proposal, Ramsey was surprised to see how much of the documents were identical. Ramsey then testified that she did in fact review the proposal that Wood provided her; however, only at a cursory glance, and only made changes to the name of the company and certain dates.

Wood explained that she used her jump drive to work on the SIP Proposal and provided the proposal to Ramsey using the jump drive, rather than emailing it to her. Wood stated that she may have a version of the proposal on her desktop, but she was not positive. Wood stated that she did not see the final version of the SIP Proposal, so she was not sure if Ramsey made any changes to the draft that she had worked on. Wood testified that she had no knowledge about the SIP Proposal being withdrawn. Wood stated, "... I should have known better, I just, I trusted a lot of people that I shouldn't have trusted and um, I put myself in a position to be reprimanded and in trouble and potentially losing my position when that's never what I had hoped, never wanted..."

Regarding Oliva, Wood denied that he played any role in the SIP Proposal. Wood stated that Oliva did not participate in writing, approving, or submitting the SIP Proposal.

On November 19, 2021, the OIG re-interviewed Wood, as a witness regarding this matter. Wood confirmed that Ramsey provided her with the master agreement [*See Attachment 8*] in order to create the SIP Proposal. Wood reviewed the master agreement and the SIP Proposal and confirmed that she copied and pasted entire sections from the master agreement to the SIP Proposal. Wood reiterated that Oliva was not involved in the creation of the SIP Proposal and testified that she did not believe that Oliva had any involvement in the matter. Wood testified that Ramsey would have been the person who submitted the SIP Proposal.

On November 16, 2021, the OIG spoke with Tuck on the telephone, and he agreed to participate in the OIG interview scheduled for November 17, 2021. On November 17, 2021, Tuck contacted the OIG by phone and stated he was no longer going to come in to meet the OIG, and he had spoken with his legal counsel and would reschedule. Tuck was not able to give the OIG a specific date stating that his legal counsel would reach out to reschedule. The OIG exchanged emails and left phone messages with Tuck's counsel finally requesting that they contact the OIG on November 22, 2021, to set up an interview. The OIG did not receive any additional communications from Tuck or his counsel.

Subsequent Events

On November 16, 2021, Janice Brown received an email from Strategic Initiative Partners formally withdrawing the SIP proposal (*Exhibit 9*).

On December 8, 2021, the FDOE Bureau of Personnel Management notified the OIG that Ramsey resigned her position, effective November 22, 2021 (*Exhibit 10*).

On November 17, 2021, the FDOE Office of the General Counsel notified the OIG that Tuck resigned his position with the State Board of Education, effective November 16, 2021 (*Exhibit 11*).

Conclusion:

Melissa Ramsey and Andy Tuck, the two subjects involved with the SIP proposal that created the potential conflict of interest have both resigned their respective positions. The third subject, Jacob Oliva, was shown through evidence and testimony to not have any involvement with the SIP proposal, and in fact, had requested that his name be removed from the company before the proposal was submitted. Based on those facts, no further investigation is warranted at this time. The OIG considers this matter closed.

IG Review:

I agree with the findings and recommendations and consider this inquiry closed.