

BOARD PRESIDENT QUESTIONS & RESPONSES

1. Why wasn't the Board notified?

Kayan Frazier was arrested by the Atlantic County Prosecutor's Office on April 15, 2019.

Frazier was later charged by the United States of America on July 3, 2019.

As indicated in the timeline above, at the time of arrest Frazier had not been employed by the Atlantic City Board of Education since June 30, 2016.

The subject matter of a confidential law enforcement investigation is not going to be commonly shared. Particularly in light of the fact that he had not been an employee of the district for three years.

Due to the sensitive nature of the material, the United States Attorney's Office filed a Motion for a Protective Order which was granted October 4, 2019. Making information relating to this case inaccessible unless directly involved in the case.

2. Children and families counseled?

This would be done through the criminal matter – either initially with the Atlantic County Prosecutor's Office and later the United States Attorney's Office.

This is information that we are not privy to.

Further, the children and their families are witnesses to the alleged outstanding charges.

3. Did an investigation ever take place? What was the districts finding? What action did the district take regarding if such investigation took place?

February 24, 2017 -

Dr. La'Quetta Small reported unprofessional conduct by Kayan Frazier to DYFS/DCP&P, Agent #1388. Dr. Small also submitted an incident report form to Source4Teachers (Frazier's employer) alleging unprofessional conduct.

March 15, 2017 -

Dr. La'Quetta Small reported to Jamie Guenther at Source4Teachers her concern of a student staying over at Frazier's home and sleeping his bed.

March 16, 2017 -

Dr. La'Quetta Small reported to Wesley Wallace at Source4Teachers that Frazier texted a student after hours on his personal cellphone.

Institutional Abuse Investigation Unit conducted an investigation. The criminal complaint states, "Based upon the IAIU's investigation, Frazier was fired from the school."

Frazier was not an employee of the Atlantic City School District.

However in the reporting to Source4Teachers on February 24, 2017, Dr. Small made a recommendation of "Remove from school".

4. Were disclosure forms ever filed out by employees at Penn Ave School (I.E. residence, relatives, relationships to administrators?)

N.J.S.A. 18A:12-25 & 18A:12-26 requires school officials to file annual disclosure statements as to employment and financial interest, as well as a financial disclosure statement.

A school official is a:

Board Member

Member of board of trustees of a Charter School or Renaissance School

Administrator of Local School Board, Charter School or Renaissance School -

Administrator is an officer, other than Board member, trustee or employee of local school who:

- 1. Holds a position, which requires a certificate that authorizes the holder to serve as a school administrator, principal or school business administrator;**
- 2. Holds a position, which does not require that the person hold any type of certificate but is responsible for making recommendations regarding hiring or the purchase or acquisition of any property or services by the local District;**
- 3. Holds a position, which requires a certificate that authorizes the holder to serve as supervisor and who is responsible for making recommendations regarding hiring or the purchase or acquisition of any property or services by the district.**

Employee or Officer of NJ School Boards Association (excluding secretarial, clerical, maintenance)

I have attached a list of all Atlantic City School District employees that have completed the School Ethics Commission Personal Disclosure Statements. (Exhibit M)

5. Was all information forwarded to investigators?

Please see answer to question number 3.

Further, what is in the possession of IAIU, the Atlantic County Prosecutor's Office, the FBI, and the US Attorney's Office is unknown and unattainable.

6. Was an employee terminated as a result of this?

Kayan Frazier was not an employee of the Atlantic City School District at the time the complaint was made to DYFS/DCP&P or Source4Teachers.

7. What is the districts liability of this said matter?

I direct your attention to the chart entitled United States of America v. Kayan Frazier.

Count 1 – Frazier was in receipt of child pornography for the period of March 2015 – April 15, 2019. He was employed by the district from May 1, 2015 – June 30, 2016. It was unknown to the district in this time period, that he possessed child pornography.

Count 2 – Frazier was not employed by the district from September 8, 2018 – November 11, 2018.

Count 3 – Frazier was not employed by the district from March 2017 – April 15, 2019. During this time frame, he was employed by Source4Teachers. Dr. Small reported Frazier to DYFS/DCP&P and his employer, Source4Teachers in February 2017, one month prior to the alleged conduct.

I also direct your attention to paragraph 5.1 of the Source4Teachers Agreement:

“Indemnification of the LEA by the Company. The Company shall indemnify and hold the LEA’s Board, and it’s agents, employees and Board members harmless from and against all claims or losses incurred, including reasonable attorney’s fees, that are proximately caused by the acts or omissions of the Company, Substitute Staff, or other employees or authorized agents of the Company.....”

Based on the above, there is no liability to the Atlantic City School District.

UNITED STATES OF AMERICA

vs.

KAYAN FRAZIER

Count	Time Period	Charges	Employment
1	March 2015 – April 15, 2019	Receipt of Child Pornography	Employed by AC BOE March 30, 2015 – June 30, 2016 Employed by Source4Teachers (ESS) Employed by Department of Children and Families – 10/2017 – 4/15/2019
2	September 8, 2018 – November 11, 2018	Distribution of Child Pornography	Employed by Department of Children and Families 10/2017 – 4/15/2019
3	March 2017 – April 15, 2019	Production of Child Pornography	Employed by Source4Teachers (ESS) Employed by Department of Children and Families 10/2017 – 4/15/2019

Date	Description	Exhibit
School Year 2014 – 2015		
03/30/2015	Kayan Frazier was employed by ACBOE as a substitute teacher.	ACBOE Payroll Printout – Kayan Frazier (Exhibit A) Resolution from March 30, 2015 (Exhibit B)
05/01/2015 – 06/30/2015	Kayan Frazier worked as an employee for AC School District in the capacity as a substitute.	Confirmed by payroll records – last paycheck 7/6/16 (Exhibit A)
School Year 2015 – 2016		
09/01/2015 – 06/03/2016	Kayan Frazier worked in AC School District in capacity as a substitute.	AC BOE Payroll Printout – Kayan Frazier (Exhibit A)
School Year 2016 – 2017		
06/27/2016	Kayan Frazier hired as a Substitute Secretary by the AC BOE pending proper certification and completion of criminal background check.	Resolution from June 27, 2016 ACBOE agenda. (Exhibit C) <i>Kayan Frazier was never called in as a substitute secretary.</i>
07/01/2016	Substitutes were outsourced to Source4Teachers	Source4Teachers Agreement (Exhibit D) <i>Any substitute working in the district is now an employee for Source4Teachers</i>
02/24/2017	Principal Dr. La'Quetta Small reported unprofessional conduct by Kayan Frazier to DYFS/DCP&P, Agent #1388.	I have no records indicating what the disposition of the investigation was. Based on US District Court – United States of America v. Kayan Frazier, Criminal Complaint – it states, “Based upon the IAIU’s investigation, Frazier was fired from the school.”

Date	Description	Exhibit
		(Exhibit E)
	Principal Dr. La'Quetta Small submitted an incident report form to Source4Teachers alleging unprofessional conduct by Kayan Frazier. Principal Small's recommendation – "remove from school".	Source4Teachers Incident Report Submission – February 24, 2017. (Exhibit F)
03/15/2017	Principal Dr. La'Quetta Small spoke with Jamie Guenther from Source4Teachers. Reports student staying over at Frazier's home and is sleeping in his bed.	Email dated March 15, 2017 at 2:08 pm to Wesley Wallace at Source4Teachers confirming conversation with Jamie Guenther. (Exhibit G) (Jamie Guenther is currently on ESS website as the Engagement Service Manager of ESS.)
	Wesley Wallace sends email to Dr. Small regarding another incident she reported pertaining to another student – texting student. Mr. Wallace requested Dr. Small put in writing.	Email dated March 15, 2017 at 4:15 pm. (Exhibit H)
03/16/2017	Principal Dr. La'Quetta Small provides information to Mr. Wallace in writing – Student stated that Frazier texted him on personal phone about taking him to Skyzone (children's play facility).	Email dated March 16, 2017 at 2:55 pm. (Exhibit H)

Date	Description	Exhibit
03/2017	Institutional Abuse Investigation Unit (within Dept. of Children and Families) initiated an investigation concerning Frazier's employment as a full-time substitute teacher in an elementary school in Atlantic City.	US District Court – United States of America v. Kayan Frazier, Criminal Complaint. (Exhibit E) <i>As indicated above I do not have the disposition. The Complaint says – "Based upon the IAIU's investigation, Frazier was fired from the school." It does not say based on findings – FBI agent states based on investigation. However, we do know that within 7 months – Department of Child Protection & Permanency hired Frazier in October 2017.</i>
	During investigation minor child #1 did not disclose any sexual contact when interviewed by IAIU.	US District Court – United States of America v. Kayan Frazier, Criminal Complaint. (Exhibit E)
	Frazier admitted minor child #1 slept in his bed and referred to him as his son.	US District Court – United States of America v. Kayan Frazier, Criminal Complaint. (Exhibit E)
	During investigation determined Frazier had communicated via text with minor child #2. Frazier admitted same.	US District Court – United States of America v. Kayan Frazier, Criminal Complaint. (Exhibit E)
07/01/2016 – 06/30/2017	School records do not reflect Kayan Frazier working in the district as a substitute.	<i>I contacted ESS (then Source4Teachers) to confirm this. (Exhibit I) I am still waiting for a response from Wesley Wallace and/or their Human Resources Department.</i>

Date	Description	Exhibit
School Year 2017 - 2018		
	Kayan Frazier – is not an AC BOE employee. Kayan Frazier – is not a substitute for AC BOE	US District Court – United States of America v. Kayan Frazier, Criminal Complaint. (Exhibit E)
10/2017	Kayan Frazier was hired by Department of Children & Families – Family Service Specialist 2.	Breaking AC – “DCF caseworker jailed on child pornography charges.” April 16, 2019 (Exhibit J)
School Year 2018 - 2019		
	Kayan Frazier – is not an AC BOE employee. Kayan Frazier – is not a substitute for AC BOE.	US District Court – United States of America v. Kayan Frazier, Criminal Complaint. (Exhibit E)
02/2019	Atlantic County Prosecutor’s Office received a tip from the National Center for Missing and Exploited Children.	US District Court – United States of America v. Kayan Frazier, Criminal Complaint. (Exhibit E)
	Atlantic County Prosecutor’s Office began an investigation into activities of Kayan Frazier.	US District Court – United States of America v. Kayan Frazier, Criminal Complaint. (Exhibit E)
04/15/2019	Law Enforcement Officers executed search warrant on Kayan Frazier’s home in Somers Point. Frazier was also interviewed.	US District Court – United States of America v. Kayan Frazier, Criminal Complaint. (Exhibit E)
	Kayan Frazier was charged by the Atlantic County Prosecutor’s Office with unlawful possession of child pornography.	US District Court – United States of America v. Kayan Frazier, Criminal Complaint. (Exhibit E)

Date	Description	Exhibit
04/24/2019	Minor 1 was interviewed by the FBI – reported Frazier repeatedly touched and sexually abused him. This began on a regular basis on or about moving into the Somers Point address in June 2018 – April 15, 2019.	US District Court – United States of America v. Kayan Frazier, Criminal Complaint. (Exhibit E)
05/23/2019	US Attorney’s Office obtained warrants to search Frazier’s apartment and car.	US District Court – United States of America v. Kayan Frazier, Criminal Complaint. (Exhibit E)
SCHOOL YEAR 2019 – 2020		
07/03/2019	Complaint issued by United States of America.	US District Court – United States of America v. Kayan Frazier, Criminal Complaint. (Exhibit E)
07/12/2019	Initial appearance – US District Court.	US District Court – Criminal Docket for Case 1:19-mj-05578-KMW, USA v. Frazier (Exhibit L)
	Newspaper Article – Former Atlantic City Schools Worker faces federal porn charges.	Breaking AC – July 12, 2019 (Exhibit K)
10/04/2019	Motion for Protective Order filed by the United States of America – GRANTED by Judge Williams	US District Court – Criminal Docket for Case 1:19-mj-05578-KMW, USA v. Frazier (Exhibit L)

Date	Description	Exhibit
SCHOOL YEAR 2020 - 2021		
09/23/2020	The last docket entry – Second Extension of Standing Order 2020-12 regarding Court operations under the exigent circumstances created COVID 19. <i>There is no activity on case per docket.</i> <i>No indictment on case.</i>	US District Court – Criminal Docket for Case 1:19-mj-05578-KMW, USA v. Frazier (Exhibit L)

EXHIBIT LIST

Exhibit	Document
A	AC BOE Payroll Printout - Kayan Frazier
B	Resolution from March 30, 2015 - hiring Kayan Frazier
C	Resolution from June 27, 2016 ACBOE agenda
D	Source4Teachers Agreement
E	Criminal Complaint – United States of America v. Kayan Frazier
F	Source4Teachers Incident Report Submission – February 24, 2017
G	Email from Dr. La’Quetta Small to Wesley Wallace, Source4Teachers – March 15, 2017
H	Email from Wesley Wallace, Source4Teachers to Dr. La’Quetta Small – March 15, 2017 Email from Dr. La’Quetta Small to Wesley Wallace, Source4Teachers – March 16, 2017
I	Request from Tracy Riley to ESS (Source4Teachers) – Human Resources & Wesley Wallace
J	Breaking AC – “DCF caseworker jailed on child pornography charges” – April 16, 2019
K	Breaking AC – “Former Atlantic City schools worker faces federal child porn charges” – July 12, 2019
L	US District Court – Criminal Docket for Case 1:19-mj-05578-KMW USA v. Frazier
M	Annual Filing of Disclosure Statements for Atlantic City Public Schools

EXHIBIT A

OCT-07-2020 09:23:25 AM ATLANTIC CITY B.O.E.
EMPLOYEE LEDGER REPORT - DETAILED (CHECKS) - BY EMPLOYEE NAME - FOR RUN DATE MAY-01-2015 THRU DEC-31-2020
FOR ALL LOCATIONS | FOR ALL PENSION CODES | FOR ALL CONTRACT CODES

EMPLOYEE NAME : FRAZIER, KA'YAN

LOCATION : SUBSTITUTE

DEPARTMENT : SUB

MARITAL STATUS : SINGLE

PENSION CODE :

[illegible]

DEDUCTIONS				EARNINGS				DISBURSEMENTS			
CONFIRMED D000275707	JUL-03-2016 0	JUL-06-2016 0.00	2 3.94	26.01	1.72	0.00	0.00	340.00 0.00	0.00	0.00	340.00 0.00
DESCRIPTION CHECKING	AMOUNT DESCRIPTION 308.33		AMOUNT	EARNING CODE REGULAR NON-CONTRACT		HOURS 4.00	RATE 85.0000	AMOUNT 340.00	ACCOUNT 1119010010699015106		AMOUNT 340.00
CONFIRMED D000275333	JUN-17-2016 0	JUN-22-2016 28.19	2 9.04	52.02	3.43	0.00	0.00	680.00 0.00	0.00	0.00	680.00 0.00
DESCRIPTION CHECKING	AMOUNT DESCRIPTION 587.32		AMOUNT	EARNING CODE REGULAR NON-CONTRACT		HOURS 8.00	RATE 85.0000	AMOUNT 680.00	ACCOUNT 1119010010699015106		AMOUNT 680.00
CONFIRMED D000273994	JUN-03-2016 0	JUN-08-2016 28.19	2 9.04	52.02	3.43	0.00	0.00	680.00 0.00	0.00	0.00	680.00 0.00
DESCRIPTION CHECKING	AMOUNT DESCRIPTION 587.32		AMOUNT	EARNING CODE REGULAR NON-CONTRACT		HOURS 8.00	RATE 85.0000	AMOUNT 680.00	ACCOUNT 1119010010699015106		AMOUNT 680.00
CONFIRMED D000272902	MAY-20-2016 0	MAY-25-2016 28.19	2 9.04	52.02	3.43	0.00	0.00	680.00 0.00	0.00	0.00	680.00 0.00
DESCRIPTION CHECKING	AMOUNT DESCRIPTION 587.32		AMOUNT	EARNING CODE REGULAR NON-CONTRACT		HOURS 8.00	RATE 85.0000	AMOUNT 680.00	ACCOUNT 1119010010699015106		AMOUNT 680.00
CONFIRMED D000271541	MAY-06-2016 0	MAY-11-2016 19.69	2 7.77	45.52	3.00	0.00	0.00	595.00 0.00	0.00	0.00	595.00 0.00
DESCRIPTION CHECKING	AMOUNT DESCRIPTION 519.02		AMOUNT	EARNING CODE REGULAR NON-CONTRACT		HOURS 7.00	RATE 85.0000	AMOUNT 595.00	ACCOUNT 1119010010699015106		AMOUNT 595.00
CONFIRMED D000270444	APR-22-2016 0	APR-27-2016 11.19	2 6.49	39.02	2.58	0.00	0.00	510.00 0.00	0.00	0.00	510.00 0.00
DESCRIPTION CHECKING	AMOUNT DESCRIPTION 450.72		AMOUNT	EARNING CODE REGULAR NON-CONTRACT		HOURS 6.00	RATE 85.0000	AMOUNT 510.00	ACCOUNT 1119010010699015106		AMOUNT 510.00
CONFIRMED D000269112	APR-08-2016 0	APR-13-2016 0.00	2 3.94	26.01	1.72	0.00	0.00	340.00 0.00	0.00	0.00	340.00 0.00
DESCRIPTION CHECKING	AMOUNT DESCRIPTION 308.33		AMOUNT	EARNING CODE REGULAR NON-CONTRACT		HOURS 4.00	RATE 85.0000	AMOUNT 340.00	ACCOUNT 1119010010699015106		AMOUNT 340.00
CONFIRMED D000268045	MAR-25-2016 0	MAR-24-2016 28.19	2 9.04	52.02	3.43	0.00	0.00	680.00 0.00	0.00	0.00	680.00 0.00
DESCRIPTION CHECKING	AMOUNT DESCRIPTION 587.32		AMOUNT	EARNING CODE REGULAR NON-CONTRACT		HOURS 8.00	RATE 85.0000	AMOUNT 680.00	ACCOUNT 1119010010699015106		AMOUNT 680.00
CONFIRMED D000266834	MAR-11-2016 0	MAR-16-2016 28.19	2 9.04	52.02	3.43	0.00	0.00	680.00 0.00	0.00	0.00	680.00 0.00
DESCRIPTION CHECKING	AMOUNT DESCRIPTION 587.32		AMOUNT	EARNING CODE REGULAR NON-CONTRACT		HOURS 8.00	RATE 85.0000	AMOUNT 680.00	ACCOUNT 1119010010699015106		AMOUNT 680.00
CONFIRMED D000265616	FEB-26-2016 0	MAR-02-2016 28.19	2 9.04	52.02	3.43	0.00	0.00	680.00 0.00	0.00	0.00	680.00 0.00
DESCRIPTION CHECKING	AMOUNT DESCRIPTION 587.32		AMOUNT	EARNING CODE REGULAR NON-CONTRACT		HOURS 8.00	RATE 85.0000	AMOUNT 680.00	ACCOUNT 1119010010699015106		AMOUNT 680.00

PAY085 --- DATE : OCT-07-2020 09:23:25 AM

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EMPLOYEE LEDGER REPORT - DETAILED (CHECKS) - BY EMPLOYEE NAME - FOR RUN DATE MAY-01-2015 THRU DEC-31-2020

FOR ALL LOCATIONS | FOR ALL PENSION CODES | FOR ALL CONTRACT CODES

EMPLOYEE NAME : FRAZIER, KA'YAN

LOCATION : SUBSTITUTE

DEPARTMENT : SUB

MARITAL STATUS : SINGLE

PENSION CODE :

CHECK TYPE PAY END DATE CHECK DATE FED. DEF. FICA TAX SUI TAX SDI TAX BASE PAY CONTRACT PAY OTHER PAY ABSENCE GROSS PAY
CHECK NO. CONTRACT SAL. FEDERAL TAX STATE TAX

DEDUCTIONS				EARNINGS				DISBURSEMENTS			
CONFIRMED	FEB-12-2016	FEB-17-2016	2				0.00	170.00	0.00	0.00	170.00
D000264429	0	0.00	1.39	13.01	0.86	0.00	0.00	0.00	0.00	0.00	0.00
DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT	EARNING CODE	HOURS	RATE	AMOUNT	ACCOUNT			AMOUNT
CHECKING	154.74			REGULAR NON-CONTRACT	2.00	85.0000	170.00	1119010010699015106			170.00
CONFIRMED	JAN-29-2016	FEB-03-2016	2				0.00	510.00	0.00	0.00	510.00
D000263199	0	11.19	6.49	39.02	2.58	0.00	0.00	0.00	0.00	0.00	0.00
DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT	EARNING CODE	HOURS	RATE	AMOUNT	ACCOUNT			AMOUNT
CHECKING	450.72			REGULAR NON-CONTRACT	6.00	85.0000	510.00	1119010010699015106			510.00
CONFIRMED	JAN-15-2016	JAN-20-2016	2				0.00	170.00	0.00	0.00	170.00
D000262142	0	0.00	1.39	13.01	0.86	0.00	0.00	0.00	0.00	0.00	0.00
DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT	EARNING CODE	HOURS	RATE	AMOUNT	ACCOUNT			AMOUNT
CHECKING	154.74			REGULAR NON-CONTRACT	2.00	85.0000	170.00	1119010010699015106			170.00
CONFIRMED	JAN-01-2016	JAN-06-2016	2				0.00	170.00	0.00	0.00	170.00
D000260809	0	0.00	1.39	13.01	0.86	0.00	0.00	0.00	0.00	0.00	0.00
DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT	EARNING CODE	HOURS	RATE	AMOUNT	ACCOUNT			AMOUNT
CHECKING	154.74			REGULAR NON-CONTRACT	2.00	85.0000	170.00	1119010010699015106			170.00
CONFIRMED	DEC-18-2015	DEC-23-2015	2				0.00	510.00	0.00	0.00	510.00
D000259717	0	11.38	6.49	39.02	2.63	0.00	0.00	0.00	0.00	0.00	0.00
DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT	EARNING CODE	HOURS	RATE	AMOUNT	ACCOUNT			AMOUNT
CHECKING	450.48			REGULAR NON-CONTRACT	5.00	85.0000	425.00	1119010010699015106			425.00
				REGULAR NON-CONTRACT	1.00	85.0000	85.00	1119010010699015106			85.00
CONFIRMED	DEC-04-2015	DEC-09-2015	2				0.00	340.00	0.00	0.00	340.00
D000258378	0	0.00	3.94	26.01	1.75	0.00	0.00	0.00	0.00	0.00	0.00
DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT	EARNING CODE	HOURS	RATE	AMOUNT	ACCOUNT			AMOUNT
CHECKING	308.30			REGULAR NON-CONTRACT	4.00	85.0000	340.00	1119010010699015106			340.00
CONFIRMED	NOV-06-2015	NOV-10-2015	2				0.00	255.00	0.00	0.00	255.00
349305	0	0.00	2.67	19.51	1.31	0.00	0.00	0.00	0.00	0.00	231.51
DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT	EARNING CODE	HOURS	RATE	AMOUNT	ACCOUNT			AMOUNT
				REGULAR NON-CONTRACT	3.00	85.0000	255.00	1119010010699015106			255.00
CONFIRMED	OCT-23-2015	OCT-28-2015	2				0.00	255.00	0.00	0.00	255.00
348998	0	0.00	2.67	19.51	1.31	0.00	0.00	0.00	0.00	0.00	231.51
DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT	EARNING CODE	HOURS	RATE	AMOUNT	ACCOUNT			AMOUNT
				REGULAR NON-CONTRACT	3.00	85.0000	255.00	1119010010699015106			255.00
CONFIRMED	OCT-09-2015	OCT-14-2015	2				0.00	340.00	0.00	0.00	340.00
348584	0	0.00	3.94	26.01	1.75	0.00	0.00	0.00	0.00	0.00	308.30
DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT	EARNING CODE	HOURS	RATE	AMOUNT	ACCOUNT			AMOUNT
				REGULAR NON-CONTRACT	4.00	85.0000	340.00	1119010010699015106			340.00

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EMPLOYEE LEDGER REPORT - DETAILED (CHECKS) - BY EMPLOYEE NAME - FOR RUN DATE MAY-01-2015 THRU DEC-31-2020
FOR ALL LOCATIONS | FOR ALL PENSION CODES | FOR ALL CONTRACT CODES

EMPLOYEE NAME : FRAZIER, KA'YAN

LOCATION : SUBSTITUTE

DEPARTMENT : SUB

MARITAL STATUS : SINGLE

PENSION CODE :

CHECK TYPE	PAY END DATE	CHECK DATE	FED. DEP.	FICA TAX	SUI TAX	SDI TAX	BASE PAY T.S.A	CONTRACT PAY OTHER IMPUTED	OTHER PAY IMPUTED GROSS	ABSENCE IMPUTED GROSS	GROSS PAY NET PAY
CHECK NO.	CONTRACT SAL.	FEDERAL TAX	STATE TAX								
***** DEDUCTIONS ***** EARNINGS ***** DISBURSEMENTS *****											
VOID D000252818	SEP-25-2015	SEP-30-2015	2				0.00	-170.00	0.00	0.00	-170.00
	0	0.00	-1.39	-13.01	-0.88	0.00	0.00	0.00	0.00	0.00	0.00
DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT	EARNING CODE	HOURS	RATE	AMOUNT	ACCOUNT			AMOUNT
CHECKING	-154.72			REGULAR NON-CONTRACT	-2.00	85.0000	-170.00	1119010010699015106			-170.00
CONFIRMED D000252818	SEP-25-2015	SEP-30-2015	2				0.00	170.00	0.00	0.00	170.00
	0	0.00	1.39	13.01	0.88	0.00	0.00	0.00	0.00	0.00	0.00
DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT	EARNING CODE	HOURS	RATE	AMOUNT	ACCOUNT			AMOUNT
CHECKING	154.72			REGULAR NON-CONTRACT	2.00	85.0000	170.00	1119010010699015106			170.00
HAND 348549	SEP-25-2015	SEP-30-2015	2				0.00	170.00	0.00	0.00	170.00
	0	0.00	1.39	13.01	0.88	0.00	0.00	0.00	0.00	0.00	154.72
DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT	EARNING CODE	HOURS	RATE	AMOUNT	ACCOUNT			AMOUNT
CHECKING				REGULAR NON-CONTRACT	2.00	85.0000	170.00	1119010010699015106			170.00
CONFIRMED D000249516	JUL-03-2015	JUL-08-2015	2				0.00	255.00	0.00	0.00	255.00
	0	0.00	2.67	19.51	1.31	0.00	0.00	0.00	0.00	0.00	0.00
DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT	EARNING CODE	HOURS	RATE	AMOUNT	ACCOUNT			AMOUNT
CHECKING	231.51			REGULAR NON-CONTRACT	3.00	85.0000	255.00	1119010010699015106			255.00
CONFIRMED D000249103	JUN-19-2015	JUN-24-2015	2				0.00	680.00	0.00	0.00	680.00
	0	28.38	9.04	52.02	3.50	0.00	0.00	0.00	0.00	0.00	0.00
DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT	EARNING CODE	HOURS	RATE	AMOUNT	ACCOUNT			AMOUNT
CHECKING	587.06			REGULAR NON-CONTRACT	8.00	85.0000	680.00	1119010010699015106			680.00
CONFIRMED D000247930	JUN-05-2015	JUN-10-2015	2				0.00	510.00	0.00	0.00	510.00
	0	11.38	6.49	39.02	2.63	0.00	0.00	0.00	0.00	0.00	0.00
DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT	EARNING CODE	HOURS	RATE	AMOUNT	ACCOUNT			AMOUNT
CHECKING	450.48			REGULAR NON-CONTRACT	6.00	85.0000	510.00	1119010010699015106			510.00
CONFIRMED 345371	MAY-22-2015	MAY-27-2015	2				0.00	425.00	0.00	0.00	425.00
	0	2.88	5.22	32.51	2.19	0.00	0.00	0.00	0.00	0.00	382.20
DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT	EARNING CODE	HOURS	RATE	AMOUNT	ACCOUNT			AMOUNT
CHECKING				REGULAR NON-CONTRACT	5.00	85.0000	425.00	1119010010699015106			425.00

EMPLOYEE LEDGER REPORT - DETAILED (CHECKS) - BY EMPLOYEE NAME - FOR RUN DATE MAY-01-2015 THRU DEC-31-2020

FOR ALL LOCATIONS | FOR ALL PENSION CODES | FOR ALL CONTRACT CODES

EMPLOYEE NAME : FRAZIER, KA'YAN

TOTAL FOR EMPLOYEE		***** DEDUCTIONS *****	***** EARNINGS *****			
		<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>EARNING CODE</u>	<u>HOURS</u>	<u>AMOUNT</u>
GROSS PAY	10,625.00	CHECKING	1,269.05	REGULAR NON-CONTRACT	125.00	10,625.00
NET PAY	1,308.24	CHECKING	6,784.04			
REGULAR EARNINGS	10,625.00					
ABSENCE PAY	0.00					
BASE EARNINGS	0.00					
OTHER EARNINGS	0.00					
FEDERAL TAX	265.23					
FICA TAX	812.86					
SUI TAX	54.02					
SDI TAX	0.00					
NJ STATE TAX	131.56					
PA STATE TAX	0.00					
TAX SHELTERS	0.00					
NON-EARNINGS	0.00					
IMPUTED GROSS	0.00					
OTHER IMPUTED	0.00					

EXHIBIT B



Tracy Riley <triley@rileyandrileylaw.com>

Kayan Frazier

1 message

Angela Brown <abrown@acboe.org>
To: Tracy Riley <triley@rileyandrileylaw.com>

Mon, Oct 12, 2020 at 1:10 PM

Approved March 30, 2015

Resolution No. 15 3C: Resolution by the Atlantic City Board of Education to approve the following substitute staff for the 2014/2015 school year:

Substitute Teacher

- a. Patricia Bishop
- b. Marta Diaz-Sandoval
- c. James Francis, Jr.
- d. Danielle Lashley
- e. Quiana Lewis
- f. Shanta Lowe-Epps
- g. Shagufta Rani
- h. Charles Sedberry
- i. Rebekka Thumhart
- j. Shakiera Wilson-Kelly
- k. John Yeomans
- l. Kayan Frazier

Angie Brown, Board Secretary**Atlantic City Board of Education****1300 Atlantic Avenue – 5th Floor****Atlantic City, NJ 08401****609-343-7200 ext. 5020****609-347-1549**

EXHIBIT C

Kim Wallace

From: Angela Brown
Sent: Wednesday, October 7, 2020 12:19 PM
To: Kim Wallace
Subject: Substitute Secretary

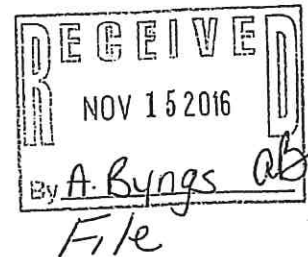
24. Substitute staff: 2016/2017 School Year pending proper certification and completion of a criminal background check.

SUBSTITUTE SECRETARY		
a. Ka'yan Frazier		

Angie Brown, Board Secretary
Atlantic City Board of Education
1300 Atlantic Avenue – 5th Floor
Atlantic City, NJ 08401
609-343-7200 ext. 5020
609-347-1549

NOTICE: This message and any attachments contain information which may be confidential and privileged. Unless you are the intended recipient (or authorized to receive for the intended recipient), you may not review, use, copy, disclose, or transmit to anyone the message or any information contained in the message or any attachments. If you have received the message in error, please advise the sender by reply email and delete the message. Thank you very much.

EXHIBIT D



November 8, 2016

Atlantic City Board of Education
Attn: Celeste Ricketts, Business Administrator
1300 Atlantic Avenue, 5th Floor
Atlantic City, NJ 08401

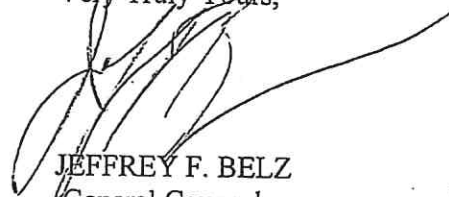
Re: S4Teacher Placement Agreement

Dear Ms. Ricketts:

Please find enclosed herein a fully signed copy of the above referenced agreement.

Thank you!

Very Truly Yours,



JEFFREY F. BELZ
General Counsel

S4TEACHERS LLC

SUBSTITUTE STAFF PLACEMENT AGREEMENT

This is an Agreement, entered into as of October 20, 2016 by and between S4Teachers LLC, a Delaware limited liability company, d/b/a Source4Teachers (the "Company") located at 800 North Kings Highway, Suite 405, Cherry Hill, New Jersey 08034 and the Atlantic City Public School District Board of Education located at 1300 Atlantic Avenue 5th Floor, Atlantic City, New Jersey 08401 (hereinafter referred to as "LEA" for Local Education Agency).

Background

The Company is in the business of providing substitute teachers for LEAs, as well as other related staffing services. The LEA desires to engage the services of the Company on the terms and conditions set forth in this Agreement.

NOW THEREFORE, intending to be legally bound and acknowledging the receipt of adequate consideration, the parties hereby agree as follows:

1. Provision of Substitute Staff. The Company shall be the exclusive provider of substitute teachers and other staff listed in Exhibit "A" (hereinafter "Substitute Staff") to fill positions at the request of the LEA on an as-needed basis, using such request mechanism(s), policies and procedures as may be established by the Company from time to time. The Company makes no guarantee that it will be able to fill all requests made by the LEA.

1.1 The LEA agrees that the Company shall be the exclusive contract provider of Substitute Staff to the LEA. All or any placement of Substitute Staff shall be made pursuant to this Agreement and the processes and procedures established by the Company, be paid by the Company, and be invoiced back to the LEA by Company.

1.2 The LEA may provide a list of Substitute Staff which the LEA has employed prior to the Agreement which the LEA desires to remain in the pool of Substitute Staff assigned by the Company to the LEA. The LEA shall provide a written list of such personnel and may update said list, by written addition or deletion of all changes, as appropriate. Subject to the interview, training, background checks and certification requirements included elsewhere in the Agreement, and normal employee responsibilities attendant to employment, the Company will accept such persons for assignment to the LEA. However, as part of the transition process, the LEA certifies that the aforementioned former Substitute Staff of the LEA meet the state requirements to serve as Substitute Staff (ex. Criminal history, TB Test) for the first 90 days after Company begins services, unless Company is otherwise notified by LEA. The LEA acknowledges that the Substitute Staff will be ineligible to accept substitute assignments after said 90 day period if they are determined to be non-compliant with the laws governing educational employees in the State, which shall be Company's responsibility to determine pursuant to the terms of the Agreement. LEA further agrees to forward to Company any report of criminal activity regarding these Substitute Staff from local, state or federal law enforcement or other governmental authorities.

2. Treatment of Substitute Staff as Employees of the Company All Substitute Staff provided

by the Company will be treated by the LEA as employees of the Company, and not as employees of the LEA, for all purposes, including but not limited to Federal and State income tax purposes. Without limiting the preceding sentence:

2.1 The Company shall maintain all necessary personnel and payroll records for the Substitute Staff;

2.2 The LEA shall not be responsible for the payment of the wages and fringe benefits (if any) of the Substitute Staff; The Company shall withhold applicable taxes from the wages of the Substitute Staff, and shall be responsible for any payroll tax liabilities of an "employer" with respect to the Substitute Staff;

2.3 The Company shall provide applicable workers' compensation insurance coverage for the Substitute Staff in such amounts as may be required by law; and

2.4 Substitute Staff shall not be eligible for tenure with the LEA or be entitled to participate in any of the LEA's employee benefit plans, including pension, 403(b), profit sharing, retirement, deferred compensation, welfare, health insurance, disability, bonus, vacation pay, severance pay and other similar plans, programs and agreements, whether or not reduced to writing.

2.5. In order to provide certain Substitute Staff who are obtaining the required initial or renewal State certifications, depending upon state requirements, the LEA recognizes that it may be required to execute certificate/permit/license applications and other related documents, such as a criminal history request as a representative of or on behalf of the Company. If necessary, the LEA designates the Company as its designee to submit a Substitute Staff's credentials to the county or state department of education office to obtain the Substitute Staff certifications. The LEA recognizes that it may be required to execute certain documents to allow the Company to perform its function as its designee. In such instances, the LEA is not responsible for any of the obligations of the Company as the employer included in this Paragraph 2.

3. The Company's Obligations

3.1 The Company will act in good faith to provide Substitute Staff who, if needed or applicable, (a) hold a current license and certification for the positions requested by the LEA, (b) have had a completed criminal history and child abuse background check as required by law and/or the applicable Department of Education, (c) have appropriate health screenings, inoculations and tuberculosis testing as required by the state and (d) who shall render services in accordance with applicable laws and procedures of the state and this Agreement.

3.2 In selecting Substitute Staff, the Company shall apply such screening and evaluation criteria as it may determine in its sole discretion and as may be required by the applicable law of the jurisdiction in which the services of Substitute Staff will be performed. The Company will conduct any additional screening that may be mutually agreed by the Company and the LEA, with an appropriate increase in the Company's fees.

3.3 The Company seeks to provide Substitute Staff that are trained for the requested positions. The Company will provide Substitute Staff training as required by the State, including

as applicable, classroom management, general rules and procedures applicable to the position, and other pertinent matters prior to any assignment of said Substitute Staff. The Company shall provide training for existing LEA Substitute Staff as requested by the LEA at the Company's actual cost.

3.4 The Company expects that the Substitute Staff assigned to the LEA will perform their services satisfactorily. If the LEA notifies the Company in writing that a Substitute Staff has not performed satisfactorily within the reasonable discretion of the LEA, along with the clear reasons therefor, the Company will honor the LEA's request not to assign specific Substitute Staff. This section will in no way affect the right of Company, in its sole discretion as employer, to hire, assign, reassign, discipline and/or terminate its own employees. The LEA understands that declining the services of a specific Substitute Staff may result in the Company's inability to secure an acceptable alternate if timely notice of the request is not provided.

3.5 In the event of a complaint concerning Substitute Staff, Company and LEA agree to cooperate and reasonably permit each other's involvement in any investigatory activities or proceedings.

4. **The LEA's Obligations.** In connection with Substitute Staff provided by the Company pursuant to this Agreement, the LEA shall:

4.1 Provide information to the Substitute Staff as needed to allow the Substitute Staff to fully understand the duties and responsibilities of the placement and promptly report to Company any suspicious, unusual, inappropriate behavior or unsatisfactory performance;

4.2 Provide a safe and suitable workplace that complies with all applicable governmental safety and health standards, statutes, and regulations;

4.3 Provide Substitute Staff with (i) adequate information, training, and safety equipment with respect to hazardous substances and any inherent dangers of the workplace, (ii) emergency procedures, and (iii) school rules and protocols, policies and procedures regarding student disciplinary actions, and confidentiality of student records. Further, the LEA will provide all Substitute Staff with any training appropriate to the needs, duties, responsibilities or knowledge unique to the LEA or otherwise different than would generally be appropriate in other LEAs.

4.4 Not assign Substitute Staff to assignments which (i) have sole custody of a single student for an extended period without LEA oversight, (ii) have sole responsibility for more than one classroom of students at a time, (iii) administer or maintain custody of any student medications, (iv) have custody of cash, negotiable valuables, merchandise, credit cards, check writing materials, keys or similar property, except for student lunch money that may be collected in the normal course of business, (v) use any vehicle on behalf of the LEA; (vi) work more than eight (8) hours in a day or more than forty (40) hour per week without notice to Company;

4.5 Assign Substitute Staff only to tasks for which they have been requested, unless written consent has been given by the Company. Heavy labor, lifting, or physical activity is prohibited unless required and accepted in the job description.

4.6 Not assign Substitute Staff to travel or perform duties off the normal school premises of the LEA except for class trips which are supervised by a LEA teacher;

- 4.7 If Substitute Staff is assigned duties in connection with the LEA's computer systems, maintain appropriate pass word security and backup copies of all data;
- 4.8 Maintain appropriate written internal control policies and procedures to ensure the confidentiality of all student records and appropriately limit the access of Substitute Staff to such records;
- 4.9 Not promise any Substitute Staff an increased rate of compensation;
- 4.10 Comply with any reasonable restrictions imposed by the Company on the responsibilities to be assigned to any Substitute Staff;
- 4.11 Approve and sign paper or electronic forms supplied by the Company documenting the amount of time worked by Substitute Staff or, if representatives of the LEA are not available to approve and sign such forms, authorize such forms to be executed by representatives of the Company on behalf of the LEA;
- 4.12 Be responsible for keeping the Company promptly informed by email (if available) of all Substitute Staff on-site changes and any changes in the LEA or building supervisory contact information;
- 4.13 To the extent possible, notify the Company as soon as possible, but no later than the earlier of before 6 a.m. daily or 3 hours prior to the start of the class, through the protocols established by the Company for such notice, of the need for Substitute Staff for that day; provided, however, the Company and the LEA recognize that the need for a substitute may occur after the above times and that in such cases the Company will use best efforts to find a substitute for such LEA requests;
- 4.14 Comply with all Company policies and procedures to accurately invoice the LEA, process the daily record keeping and other tasks necessary for the Company to administer and track Substitute Staff, including but not limited to, sign in and out procedures and related records;
- 4.15 The LEA shall be solely responsible to control teacher absences and any budgetary impact resulting therefrom;
- 4.16 LEA represents that its actions under this Agreement do not violate its obligations under any agreement that LEA has with any labor union;
- 4.17 LEA shall cooperate with Company with respect to Company's recruiting efforts and activities, including but not limited to, (i) promptly sharing applications for LEA positions with Company and (ii) adding a link on the front page and employment page of the LEA's website to Company's website;
- 4.18 If allowable by state procurement law, other public bodies may utilize this Agreement if mutually agreeable to Company.

5. Indemnification and Limitations of Liability.

5.1 Indemnification of the LEA by the Company. The Company shall indemnify and hold the LEA's Board, and its agents, employees and Board members harmless from and against all claims or losses incurred, including reasonable attorney's fees, that are proximately caused by the acts or omissions of the Company, Substitute Staff, or other employees or authorized agents of the Company, or by the Company's breach of this Agreement, except that such indemnification shall not apply to any claims or losses for which the Company is entitled to indemnification by the LEA. In addition, the Company's indemnification for any and all claims here under this Agreement shall be expressly limited to the extent of insurance coverage that is paid to the Company for such claims, if any, under the Company's insurance policies required under this Agreement.

5.2 Indemnification of the Company by the LEA. The LEA shall indemnify and hold the Company harmless from and against all claims or losses incurred by the Company, including reasonable attorney's fees, (i) that are proximately caused by the acts or omissions of the LEA or its employees or authorized agents, or by the LEA's breach of this Agreement; or (ii) arise from any injury to Substitute Staff or other persons on the premises of the LEA or while performing services on behalf of the LEA and not caused by the acts or omissions of the Company, Substitute Staff, or other employees or authorized agents of the Company. Such indemnification shall not apply to any direct claim for workers' compensation benefits for job-related benefits for job-related bodily injury or death against the Company by any of the Company's employees or their representatives.

5.3 Notification; Right to Defend. A party incurring any claim or loss for which indemnification may be provided pursuant to this section 5 shall promptly notify the other party in writing. The recipient of such notice may, at its own cost and expense, thereupon assume the defense of any third party claim using counsel reasonably satisfactory to the notifying party.

5.4 Limitation of Damages. Under no circumstances shall the Company be liable for special, indirect, consequential, punitive, expectancy, lost profit or goodwill damages, or for damages caused by the unsatisfactory performance of Substitute Staff that does not result in a finally adjudicated claim of damages against the LEA brought by a third party.

5.5 Complete Agreement. The parties agree that this section 5 sets forth their complete agreement with respect to any possible indemnification claim, and waive their right to assert any common-law indemnification or contribution claim against the other.

6. Fees and Payment.

6.1 The Company's Pricing Plan, attached hereto as Exhibit A and made a part of this Agreement, is accepted by the LEA. The Company shall submit to the LEA a weekly invoice showing in reasonable detail the services provided.

6.2 Changes to Pricing Plan. In the event that the LEA determines to increase the established pay rate for Substitute Staff from that specifically listed on Exhibit A or if the LEA determines to establish a new Substitute Staff classification or new pay rate to be paid to some or all of the Substitute Staff (e.g., for improved recruitment, retention or for other reasons) not identified on Exhibit A then, the billing rate to the LEA shall be determined by using the markup

used on Exhibit A. The LEA shall provide the Company fourteen (14) days prior written notice of its decision to change an existing pay rate or establish a new Substitute Staff classification and pay rate.

6.3 The Company may change the Pricing Plan contained on Exhibit A in the event that government (local, state or federal) mandated labor costs, including but not limited to, family leave benefits, minimum wage, or payroll taxes, which are required by law, regulation or mandate are enacted, implemented, become effective or are increased after the date of this Agreement. The Pricing Plan shall be adjusted as of the effective date of the law, regulation or mandate to reflect the actual cost increase to the Company reasonably calculated on a direct or pro rata basis. For multi-year Agreements or whenever this Agreement is extended, the Pricing Plan will be modified to reflect a cost of living adjustment equal to the greater of 2% or the applicable consumer price index rate for the LEA for the twelve months preceding the most recent quarterly rate.

6.4 Deleted.

6.5 **Use of Substitute Staff by the LEA Directly.** Company maintains the right to manage the schedule of its employees. Accordingly, if the LEA engages the services of any Substitute Staff other than through the Company on a per-diem, hourly or other basis, whether for services covered in this Agreement or otherwise, the LEA shall promptly notify the Company in writing and provide all information as the Company may reasonably request. Furthermore, if LEA hires Substitute Staff for services which are provided by Company in accordance with this Agreement, for the lesser of the period for which such Company employee is engaged or the term of this Agreement, the LEA shall calculate and pay to the Company any amounts due by using the markup used on Exhibit A. This payment requirement shall not apply to any Substitute Staff who is hired as a full-time, permanent employee of the LEA.

6.6 **Payment.** The LEA shall pay the Company monthly in United States currency by check (regularly payable in the normal course of banking transactions) or electronic transfer monthly within five (5) business days following the Board of Education Monthly Action Meeting ("Due Date") for all invoices submitted by the second week of the month (or such other timeline as agreed to on Exhibit A.) Any adjustments will not delay payment and will be applied to the following month's invoice. In the event that the LEA fails to pay any fee to the Company when due (i) the LEA shall be liable for a late charge equal to 1½% per month on the outstanding amounts, commencing on the Due Date; and (ii) the LEA shall be liable for all of the Company's reasonable costs of collection, including reasonable attorneys' fees, both (i) and (ii) to apply without any prior notice requirement.

6.7 **Sales and Use Tax.** The LEA represents that it is currently exempt from any sales and use taxes or similar governmental charges or value added tax imposed with respect to the services provided by the Company. If any such taxes or charges are otherwise due or are imposed or become due, they will be the responsibility of the LEA.

7. **Term.** The term of this Agreement shall begin on ~~July 1, 2016~~ and shall remain in effect through June 30, 2018. Notwithstanding the preceding sentence, either party may terminate this Agreement if (i) the other party breaches a material provision of this Agreement and such breach is not cured within 30 days following written notice or, in the case of a breach that by the terms of

the breach cannot be cured within 30 days, the breaching party has not instituted measures to cure such breach within 10 days and fully cured such breach within 90 days. Further, the Company has the right to terminate this Agreement should any student physically or verbally assault or injure a Company's employee, and the LEA does not respond to the incident to the Company's satisfaction. In the event either party terminates this Agreement, the LEA shall pay all amounts due under the terms of this Agreement to the Company for services provided through the date of termination.

8. Insurance Coverage. Each party shall, at its own cost and expense, maintain insurance coverage reasonably appropriate for the activities it conducts and the risks it assumes. The insurance coverage maintained by the Company shall include:

8.1 Workers' compensation coverage of such types and in such amounts as may be required by the laws of the jurisdiction in which the services of Substitute Staff are performed;

8.2 Commercial general liability coverage, including personal injury, blanket contractual liability, and broad form property damage, with a \$2,000,000 combined single limit per occurrence;

8.3 Umbrella coverage with a \$3,000,000 combined single limit per occurrence.

9. Confidentiality & Non-Disparagement. During the course of the business relationship, each party may be given access to proprietary or confidential information of the other, including, but not limited to, pricing policies, the identity and social security numbers of employees, and business policies and systems ("Confidential Information"). Each party shall hold Confidential Information of the other party in confidence, treating such Confidential Information with no less care than it treats its own, and shall not disclose such Confidential Information to any third party or use such Confidential Information for any purpose other than as contemplated by this Agreement. Upon termination of this Agreement, or sooner if requested by either party, each party shall return all Confidential Information of the other party in its possession, without retaining copies of such Confidential Information. This section shall not apply to information (i) that is in the public domain, or (ii) required to be disclosed by law or legal process.

At no time during or after the term of this Agreement and for a period of two (2) years thereafter shall either party directly or indirectly disparage the commercial business, professional or financial, as the case may be, reputation of the other party or any of their employees, management, owners or officers.

10. Data and Intellectual Property. The Company owns all employee and absence management information data. Additionally all intellectual property including Company process, procedures and knowhow, trademarks and copy rights is and shall remain the sole property of the Company.

11. Miscellaneous

11.1 Amendments; Waivers. No amendment, modification, or waiver of any provision of this Agreement shall be binding unless in writing and signed by the party against whom the operation of such amendment, modification, or waiver is sought to be enforced. No delay in the exercise of any right shall be deemed a waiver thereof, nor shall the waiver of a right or remedy in a particular instance constitute a waiver of such right or remedy generally.

11.2 Notices. Any notice or document required or permitted to be given under this Agreement shall be deemed to be given on the date such notice is (i) deposited in the United States mail, postage prepaid, certified mail, return receipt requested, (ii) deposited with a commercial overnight delivery service with delivery fees paid, or (iii) transmitted by facsimile or electronic mail with transmission acknowledgment, to the principal business address of the recipient or such other address or addresses as the parties may designate from time to time by notice satisfactory under this section. A copy of any notice to the Company shall be sent to the attention of the Company's president at the regular business address of the Company.

11.3 Governing Law. This Agreement shall be governed by the internal laws of the LEA's state without giving effect to the principles of conflicts of laws. Each party hereby consents to the personal jurisdiction of the federal or state courts located in LEA's County, and agrees that all disputes arising from this Agreement shall be prosecuted in such courts. Each party hereby agrees that any such court shall have in personam jurisdiction over such party and consents to service of process by notice sent by regular mail to the address set forth above and/or by any means authorized by the law of the LEA's state.

11.4 Language Construction. The language of this Agreement shall be construed in accordance with its fair meaning and not for or against any party. The parties acknowledge that each party and its counsel have reviewed and had the opportunity to participate in the drafting of this Agreement and, accordingly, that the rule of construction that would resolve ambiguities in favor of non-drafting parties shall not apply to the interpretation of this Agreement.

11.5 Payment of Fees. In the event of a dispute arising under this Agreement finally resolved through litigation or alternate dispute resolution, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

11.6 Force Majeure. Neither party shall be responsible for delays or failure to perform caused by acts of God (including fire, flood, storm, or other natural disturbances), war, civil war, riot, epidemic, acts of foreign enemies, terrorist activities, government sanction, strikes or other labor disputes (it being specifically understood that the existence of any picket line by a collective bargaining unit shall be considered as within this definition of force majeure), interruption or failure of electric, telephone or similar service or other causes beyond such party's control.

11.7 Signature in Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed to be a fully-executed original.

11.8 Signature by Facsimile. An original signature transmitted by facsimile shall be deemed to be original for purposes of this Agreement.

11.9 Assignment. No party to this Agreement shall assign its rights or duties hereunder, without the prior written consent of the other parties, except that the Company may assign its rights and duties in connection with a sale or other disposition of all or substantially all of its business.

11.10 No Third Party Beneficiaries. Except as otherwise specifically provided in this Agreement, this Agreement is made for the sole benefit of the parties. No other persons shall have any rights or remedies by reason of this Agreement against any of the parties or shall be considered to be third party beneficiaries of this Agreement in any way.

11.11 **Binding Effect.** This Agreement shall inure to the benefit of the respective heirs, legal representatives and permitted assigns of each party, and shall be binding upon the heirs, legal representatives, successors and assigns of each party.

11.12 **Titles and Captions.** All article, section and paragraph titles and captions contained in this Agreement are for convenience only and are not deemed a part of the context hereof.

11.13 **Pronouns and Plurals.** All pronouns and any variations thereof are deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require.

11.14 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior discussions, agreements, understandings and negotiations. The LEA and Company agree that in the event that any provision of this Agreement shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall attach only to such provision and shall not affect or render invalid any other provision of this Agreement.

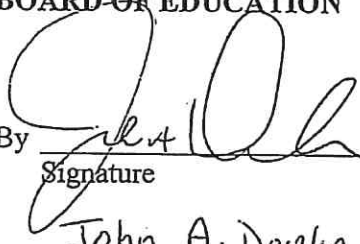
[INTENTIONALLY LEFT BLANK; SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

S4TEACHERS, LLC

By 
W. Andrew Hall, C.O.O.

ATLANTIC CITY PUBLIC
SCHOOL DISTRICT
BOARD OF EDUCATION

By 
Signature
John A. Devlin, President
Name and Title

Date 11/1/16

EXHIBIT A

PRICING PAID BY THE LOCAL EDUCATION AGENCY TO COMPANY

<u>Substitute Position</u>	<u>Daily Pay Rate</u>	<u>Company Pricing</u>
Teacher – Certified (Full Day)	\$95.00 per day	\$127.21 per day
Teacher – Certified (Half Day)	\$47.50 per day	\$63.61 per day
Teacher – Non Certified (Full Day)	\$85.00 per day	\$113.82 per day
Teacher – Non-Certified (Half Day)	\$42.50 per day	\$56.91 per day
Long Term Teacher – Days 1-30 (Full Day)	\$125.00 per day	\$167.38 per day
Long Term Teacher – Days 1-30 (Half Day)	\$62.50 per day	\$83.69 per day
Long Term Teacher – Days 31-60 (Full Day)	\$175.00 per day	\$234.33 per day
Long Term Teacher – Days 31-60 (Half Day)	\$87.50 per day	\$117.17 per day
Long Term Teacher – Days 61-90 (Full Day)	\$225.00 per day	\$301.28 per day
Long Term Teacher – Days 61-90 (Half Day)	\$112.50 per day	\$150.64 per day
Long Term Teacher – Days 91+ (Full Day)	\$250.00 per day	\$334.75 per day
Long Term Teacher – Days 91+ (Half Day)	\$125.00 per day	\$167.38 per day
Paraprofessional – Certified (Full Day)	\$95.00 per day	\$127.21 per day
Paraprofessional – Certified (Half Day)	\$47.50 per day	\$63.61 per day
Paraprofessional – Non Certified (Full Day)	\$85.00 per day	\$113.82 per day
Paraprofessional – Non Certified (Half Day)	\$42.50 per day	\$56.91 per day

EXHIBIT E

UNITED STATES DISTRICT COURT

for the
District of New Jersey

ORIGINAL FILED

JUL - 3 2019

WILLIAM T. WALSH, CLERK

United States of America
v.

Case No. 19-mj-5578 (KMV)

KAYAN FRAZIER

Defendant(s)

CRIMINAL COMPLAINT

I, the complainant in this case, state that the following is true to the best of my knowledge and belief.

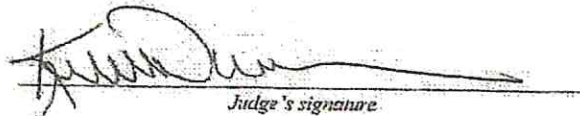
On or about the date(s) of March 2015 through April 15, 2019 in the county of Atlantic in the
District of New Jersey, the defendant(s) violated:

<i>Code Section</i>	<i>Offense Description</i>
18 U.S.C. § 2252A(a)(2) and 18 U.S.C. § 2251(a)	Receipt, distribution and production of child pornography, more fully described in Attachment A.

This criminal complaint is based on these facts:
See Attachment B.☒ Continued on the attached sheet.

*Complainant's signature*Daniel A. Garrabrant, Special Agent, FBI
Printed name and title

Sworn to before me and signed in my presence.

Date: 07/03/2019

*Judge's signature*City and state: Camden, New JerseyHon. Karen M. Williams, U.S.M.J.
Printed name and title

CONTENTS APPROVED

UNITED STATES ATTORNEY

By: 

DIANA VONDRA CARRIG
Assistant U.S. Attorney

Date: July 3, 2019

ATTACHMENT A

Count 1 – Receipt of Child Pornography

From in or about March 2015 through on or about April 15, 2019, in Atlantic County, in the District of New Jersey, and elsewhere, defendant

KAYAN FRAZIER,

did knowingly receive more than three images of child pornography, as defined in Title 18, United States Code, Section 2256(8), which had been saved to his mobile telephone and flash drive, each of which images had been shipped and transported in and affecting interstate and foreign commerce by any means, including by computer.

In violation of Title 18, United States Code, Section 2252A(a)(2)(A) and (b)(1).

Count 2 – Distribution of Child Pornography

During the period from on or about September 8, 2018 through on or about November 11, 2018, in Atlantic County, in the District of New Jersey, and elsewhere, defendant

KAYAN FRAZIER,

did knowingly distribute more than three images of child pornography, as defined in Title 18, United States Code, Section 2256(8), using a computer device, including a mobile telephone, each of which had been shipped and transported in and affecting interstate and foreign commerce by any means, including by computer.

In violation of Title 18, United States Code, Section 2252A(a)(2)(A) and (b)(1).

Count 3 – Production of Child Pornography

From in or about March 2017 to on or about April 15, 2019 in Atlantic County, in the District of New Jersey, and elsewhere, defendant

KAYAN FRAZIER,

did knowingly employ, use, persuade, induce, entice and coerce a minor to engage in sexually explicit conduct for the purpose of producing a visual depiction of such conduct and such visual depiction was produced or transmitted using materials that have been mailed, shipped or transported in and affecting interstate and foreign commerce by any means, including by computer.

In violation of Title 18, United States Code, Section 2251(a) and (e).

ATTACHMENT B

1. I, Daniel A. Garrabrant, am a Special Agent with Federal Bureau of Investigation ("FBI") within the United States Department of Justice. I have personally participated in this investigation and am aware of the facts contained herein based upon my own investigation as well as information provided to me by other law enforcement officers. Since this Affidavit is submitted for the sole purpose of establishing probable cause to support the issuance of a complaint, I have not included every fact known to me concerning this investigation.

2. I am the Child Exploitation Task Force Coordinator CETF for the FBI's Atlantic City Resident Agency (ACRA). This Task Force is comprised of investigators from the Atlantic County Prosecutor's Office, Atlantic County Sheriff's Office, New Jersey State Police, and the New Jersey Human Services Police. This Task Force specializes in investigations related to the sexual exploitation of children. All statements contained in this affidavit are reported in substance and in part.

OVERVIEW

3. Beginning in or about February 2019, the Atlantic County Prosecutor's Office began an investigation into the activities of Kayan A. Frazier (hereinafter "Frazier"), pertaining to Frazier's possession and distribution of child pornography, and suspected production of child pornography.

4. On or about April 15, 2019, law enforcement officers executed search warrants on Frazier's apartment in Somers Point, New Jersey (hereinafter "Frazier's Apartment") and on Frazier's automobile, a white 2016 Nissan Sentra (hereinafter "Frazier's Car").

5. After executing the search warrants, law enforcement officers interviewed numerous individuals including Frazier, Minor Male 1, and Minor Male 1's mother. Minor Male 1 lived part-time with his mother and part-time with Frazier at Frazier's Apartment. As explained more fully herein, during post-search interviews, Minor Male 1 identified sexually explicit images of himself recovered from Frazier's mobile telephones, and stated that Frazier had repeatedly engaged in sexually explicit conduct with Minor Male 1. Minor Male 1 also stated that Frazier had threatened to harm Minor Male 1's family members if Minor Male 1 did not comply with Frazier's sexual advances or if he told anyone about those advances. As explained more fully herein, when interviewed by law enforcement officers, Minor Male 1's mother stated she was unaware that Frazier had engaged in sexually explicit contact with Minor Male 1.

6. Law enforcement officers interviewed Frazier on the day of the April 15, 2019 search. As a result of the evidence recovered to date and Frazier's interview, the Atlantic County Prosecutor's Office charged Frazier with unlawful

possession of child pornography. Frazier has been in continuous custody since his arrest.

7. Thereafter, law enforcement officers analyzed the evidence seized from Frazier's Apartment, including electronic evidence contained in his mobile telephones. Those items contained thousands of images of child pornography, including images of Minor Male 1.

8. On or about May 23, 2019, the United States obtained federal warrants to search Frazier's Apartment and Frazier's Car for items visible in images of child pornography, items described by witnesses, items which were gifts from Frazier to Minor Male 1, and other items which were not collected because their relevance was determined only after reviewing the images and conducting interviews.

9. As described more fully herein, there is probable cause to believe that Frazier received, distributed and produced sexually explicit images.

SUMMARY OF THE INVESTIGATION

10. In February 2019, the ACRA-CETF received the National Center for Missing and Exploited Children (NCMEC)'s CyberTipline Report #44206185 from the High Technology Criminal Investigations Unit at the Atlantic County Prosecutor's Office. NCMEC is a national clearinghouse that gathers information about missing and exploited children for law enforcement officers use. NCMEC

employees frequently receive CyberTipline reports from various sources providing information about children being exploited on the Internet. After reviewing a CyberTipline Report, NCMEC disseminates the information to the Internet Crimes Against Children (ICAC) Task Force Program, which then disseminates it to the appropriate law enforcement officers' agency.

11. The CyberTipline Report #44206185 was generated based on a report made by Tumblr. Tumblr is a micro-blogging and social networking service company based in New York City.

- a. Based on the tip, law enforcement officials determined that a subject with the account or user name "ley26ley26" had uploaded images of suspected child pornography.
- b. These images were uploaded to Tumblr from September 8, 2018 through November 18, 2018, after which Tumblr suspended the "ley26ley26" Tumblr account for violating Tumblr's content policy.

12. Law enforcement officers reviewed the files from the user account "ley26ley26" and observed images of child pornography, including:

- a. An image depicting a minor black male in green shorts on his knees in front of a male who has his exposed penis in front of the child's face.
- b. An image showing a young minor black male on his knees with what appears to be a naked adolescent minor male with his exposed penis in the child's face.
- c. An image showing a young minor black male on his knees naked on a bed with an adolescent black male naked on the same bed with his mouth on the child's anus.

- d. An image showing a minor black male and an adolescent black male naked on a bed. The adolescent black male has his legs raised over his head while the minor black male is leaning forward with his face over the adolescent's genitals.

13. In addition, the subject with the account or user name "ley26ley26" posted two images of what appear to be mobile telephone screen shots of a Dropbox account. Dropbox is a digital "workspace" occasionally used by persons who trade, purchase and produce images of child pornography.

14. One of the Dropbox accounts was named "Jaden the god." The screenshots stated, "Your Dropbox is full" and depicted icon images of young black males with the text "Hmu ["hit me up"] if you wanna buy." I am aware that phrase means refers to the offering for sale of images from the Dropbox account. Tumblr identified the account associated with the upload of these files as follows:

- a. **Email Address:** ley26ley26@gmail.com
- b. **Screen/User Name:** ley26ley26
- c. **Profile URL:** ley26ley26.tumblr.com
- d. **IP Address:** 2601:80:4200:e89f:f5f6:8f38:9560:ad3c

15. In addition to the account identifiers listed above, Tumblr reported the suspect's last logins as follows:

Sun, 18 Nov 2018 02:54:46 -0500 from 2601:80:4200:e89f:f5f6:8f38:9560:ad3c (NJ-Egg Harbor, US)
Tue, 13 Nov 2018 23:25:47 -0500 from 2601:80:4200:e89f:cc44:3b49:e957:5cc3 (NJ-Egg Harbor, US)
Sun, 23 Sep 2018 20:59:28 -0400 from 2601:80:4200:e89f:e96c:1898:a342:5133 (NJ-Egg Harbor, US)
Sun, 23 Sep 2018 02:09:50 -0400 from 2601:80:4200:e89f:e96c:1898:a342:5133 (NJ-Egg Harbor, US)
Sat, 08 Sep 2018 19:26:45 -0400 from 2601:80:4200:e89f:c821:464e:399f:ce36 (NJ-Egg Harbor, US)

16. Law enforcement officers ran the above IP address through the American Registry for Internet Numbers (ARIN). ARIN reported the IP addresses were registered to Comcast.

17. On March 14, 2019, law enforcement officers prepared and served a subpoena to Comcast for subscriber information associated with the target IP addresses. Comcast responded and provided the following information regarding the IP address: 2601:80:4200:e89f:f5f6:8f38:9560:ad3c:

- a. **Subscriber Name:** Ka'yan Frazier
- b. **SSN:** None Found
- c. **Service Address:** Frazier's address in Somers Point NJ
- d. **Billing Address:** Frazier's address in, Atlantic City NJ
- e. **Telephone #:** xxx-xxx-8017
- f. **Type of Service:** High Speed Internet Service
- g. **Account Number:** xxxxxxxx6155
- h. **Start of Service:** 6/10/2018
- i. **Account Status:** Active
- j. **IP Assignment:** Dynamically Assigned
- k. **Email User Ids:** RosemarieFrazier2017@comcast.net

18. The billing address associated with the above account was Kayan Frazier's former address in Atlantic City and the service address on the account was Frazier's then address in Somers Point.

19. In March of 2017, the Institutional Abuse Investigation Unit ("IAIU") within the Department of Children and Families for the State of New Jersey initiated an investigation concerning Frazier's employment as a full-time substitute

teacher in an elementary school in Atlantic City, New Jersey. This investigation revealed the following:

- a. Frazier allowed a young minor male student (hereinafter "Minor Male 1") to visit Frazier at his residence and sleep in Frazier's bed. Minor Male 1 did not disclose any sexual contact when interviewed by IAIU.
- b. Frazier has communicated by text message with a nine-year-old male student (hereinafter "Minor Male 2"), after school hours, which was a violation of the school's policy.
- c. Frazier was interviewed during the IAIU's investigation and denied any inappropriate conduct. Frazier admitted that he let Minor Male 1 sleep in his bed but he claimed he was a mentor for Minor Male 1 and referred to him as his son. Frazier also acknowledged he had been texting the Minor Male 2.
- d. Based upon the IAIU's investigation, Frazier was fired from the school.

20. FRAZIER subsequently obtained employment with the Department of Child Protection and Permanence as a caseworker, in which capacity he had direct access to children.

21. Law enforcement officers subpoenaed Sprint (the telecommunications carrier for Boost Mobile) for records pertaining to telephone number xxx-xxx-8017, the telephone number affiliated with Frazier's Comcast account, which indicated following:

- a. Name: Kayan Frazier
- b. Address: Frazier's prior address in Atlantic City, NJ
- c. Dates of activation: March 31, 2018 to June 19, 2018.

22. Comcast became the telephone service provider for Frazier after Sprint terminated service for xxx-xxx-8017. Law enforcement officers obtained records from Comcast on or about April 4, 2019, which indicated the following:

- a. Subscriber Name: Frazier's brother
- b. Service Address: Frazier's address in Somers Point NJ
- c. Billing Address: Frazier's address in Somers Point NJ
- d. Start Service: 06/20/2018
- e. Service Status: Active
- f. IMEI: xxxxxxxxxx127008
- g. The IMEI xxxxxxxxxx127008 indicated the equipment being used was an Apple iPhone, Model 8plus.

23. On March 22, 2019, law enforcement officers submitted a subpoena to Dropbox for all subscriber information for any Dropbox accounts associated with email: ley26ley26@gmail.com.

24. On or about April 1, 2019, law enforcement officers received Dropbox, Inc. records with the following information:

- a. Name: Yelhsa Smailliw
- b. Email: ley26ley26@gmail.com
- c. User ID: xxxx3274
- d. Subscription Status: Free

25. On March 22, 2019, Atlantic County Superior Court Judge Patricia Wild reviewed and approved a Communications Data Warrant for the contents of the Google account associated with ley26ley26@gmail.com.

26. On April 5, 2019, law enforcement officers received Google's records for the Google account associated with ley26ley26@gmail.com. Other law

enforcement officers and I conducted an analysis of the records and observed in excess of 1,000 sexually explicit images and videos of children being sexually exploited/abused. Within the court ordered records, emails associated with ley26ley26@gmail.com revealed correspondence with the email address "bigboy912004@yahoo.com." On December 9, 2018, "bigboy912004@yahoo.com" sent ley26ley26@gmail.com an email with the subject title "here u go," which attached two videos of an adolescent black male engaging in sexual acts with a young black male. These videos depicting child pornography appeared to be the same videos "ley26ley26" uploaded to his Tumblr account.

27. As described above, on April 15, 2019, law enforcement officers executed warrants to search Frazier's Apartment and Frazier's Car. The Honorable Patricia Wild, Judge of the Atlantic County, New Jersey Superior Court, authorized issuance of the warrants. During execution of the warrants, Frazier and Minor Male 1 were inside Frazier's Apartment. When asked who the child was, Frazier falsely told investigators that Minor Male 1 was his son. In fact, Minor Male 1 is not Frazier's biological son.

28. During execution of the search warrants, another law enforcement officers and I interviewed Frazier. Before the interview, I advised Frazier that he

did not have to answer any questions. Frazier consented to the interview, which was recorded, and provided the following information:

- a. Frazier's telephone number was xxx-xxx-8017, he has had this number for 3 years or more, with two different service providers – Xfinity for approximately 1 year and previously either Boost Mobile or Sprint.
- b. Frazier was the sole full time occupant of Frazier's Apartment. He allowed Minor Male 1 to live with him there several days a week.
- c. Frazier had an internet account with Comcast, which is linked, to his Comcast email RosemarieFrazier2017@comcast.net. Frazier stated that Rose Marie Frazier was his mother and she passed away in 2017.
- d. Frazier acknowledged having multiple email accounts.
- e. Frazier had an Instagram account named "Kanezzy." He denied having any other Instagram accounts.
- f. Law enforcement officer showed Frazier the Instagram public account identified as "showoff.bite," which displayed a photograph dated June 24, 2014, depicting an adolescent boy next to an adult black male. Frazier identified himself as the adult and the boy as his cousin "Zion" or "Zyon." Frazier denied knowing where the picture was taken.
- g. I am aware that the Instagram account linked to "showoff.bite" was named "ley26ley26," with the profile name, "Ashley." When I asked Frazier about "ley26ley26" Instagram account, he denied that he owned that account and also denied knowing anything about an account in the name of Ashley or Ashley Williams.
- h. Frazier refused to give his password to his mobile telephones and also refused to provide the passwords to his other electronic devices, stating that it was clear that someone must have hacked

his accounts so he was not going to give law enforcement officers his passwords.

29. During the execution of the search warrant, law enforcement officials seized the following items, among others:

- i. Maroon colored bag containing two mobile telephones
- ii. Samsung Galaxy S7 mobile telephone
- iii. Apple iPad 4th Generation tablet
- iv. Dell Inspiron laptop computer
- v. Samsung Galaxy S6 mobile telephone
- vi. Black sheet
- vii. Apple iPad Mini 2 tablet
- viii. Apple iPod Touch 5th Generation
- ix. Samsung Galaxy Tab 3 tablet
- x. Kyocera mobile telephone
- xi. Four USB thumb drives
- xii. 32 GB SanDisk USB Thumb drive
- xiii. 16GB PNY thumb drive
- xiv. Six media discs
- xv. Apple iPhone 6
- xvi. Notebook containing various notes
- xvii. Comcast Xfinity cable modem/router
- xviii. Comforter and bed sheets
- xix. One tube of personal lubricant and two unused condoms
- xx. Dell Latitude 3330 laptop

30. After the interview, the Atlantic County Prosecutor's Office Assistant Prosecutor David Ruffenach determined that there was sufficient probable cause to arrest and charge Frazier for possession and distribution of child pornography. Law enforcement officers arrested, handcuffed and transported Frazier to the Somers Point Police Department for processing. While at the Somers Point Police

Department, a detective with the ACPO advised Frazier of his *Miranda* warnings and Frazier declined to be interviewed.

31. Several hours later, law enforcement officers asked Frazier if he would allow law enforcement officers back into his apartment to retrieve Minor Male 1's clothing. Frazier consented on the condition that he was present for retrieval of the clothing. While obtaining clothes for Minor Male 1 the following occurred:

- a. When taking underwear from a drawer for Minor Male 1, Frazier stated that several pairs of underwear were not Minor Male 1's. The underwear, however, was clearly too small for Frazier, yet he claimed they were his. Because law enforcement officers were retrieving Minor Male 1's clothing and personal items based on Frazier's consent, law enforcement officers had to leave various items behind, including but not limited to clothing believed to belong to Minor Male 1 at Frazier's Apartment.
- b. Frazier refused to allow the removal of a pair of red shoes that Minor Male 1 had been observed wearing on April 11, 2019. Frazier stated that the shoes belonged to another child, but would not say who.
- c. Frazier refused to allow the removal of a hover board or any other gifts he had purchased for Minor Male 1, including a karate uniform. Frazier said he did not want anything he purchased for Minor Male 1 to leave the residence.

32. On April 15, 2019, I interviewed Minor Male 1 and recorded the interview. During the interview, Minor Male 1 provided the following information:

- a. Frazier is not his father, Minor Male 1 stayed with Frazier several days a week and slept in the same bed as Frazier.

- b. Frazier had two personal mobile telephones – an Apple and a Samsung. Minor Male 1 stated that that Frazier was very protective of his Samsung mobile phone and told Minor Male 1 that he was never allowed to touch it. Minor Male 1 stated that if Frazier was looking at “nasty stuff” it would be on his Samsung mobile telephone.
- c. Minor Male 1 revealed to me his passwords to his personal mobile telephone and also to Frazier’s iPad, which Minor Male 1 was permitted to use. Minor Male 1 did not know the passwords for Frazier’s iPhone or Samsung mobile phone.
- d. Minor Male 1 stated that he thought Frazier had something he did not want Minor Male 1 to see on Frazier’s iPod because once, when Minor Male 1 touched Frazier’s iPod, Frazier became angry and then transferred something from the iPod to Frazier’s Samsung cell phone.
- e. Frazier previously told Minor Male 1 that Frazier engaged in sexual contact with a then-minor relative, Minor Male 3.¹ Frazier told Minor Male 1 that if he wanted to do it (meaning, engage in sexual contact) with Minor Male 3 that was okay because that is what boy cousins do with each other.

33. Summary examinations of some of the devices seized during the April

15, 2019 search of Frazier’s apartment revealed the following:

- a. Frazier’s iPhone, an Apple iPhone 8 Plus – 8 Plus, called King Kai’s iPhone, MSISDN: xxx-xxx-8017, associated with email addresses Kanezzy26@gmail.com and KingKaiFraz@icloud.com.
- i. Numerous user accounts were associated with Frazier’s iPhone, including ley26ley26@gmail.com.

- 1. Frazierkayan@yahoo.com
- 2. Kanezzy26@gmail.com
- 3. Ley26ley26@gmail.com

¹ I know that Minor Male 3 is at least 8 years older than Minor Male 1, and is currently an adult. At the time Frazier victimized Minor Male 2, he was a minor.

4. Ley26ley26@gmail.com associated with "yelhsha smailliw" Dropbox account.
 5. Kanezzy26@gmail.com associated with Text now application.
 6. Frazier2@go.stockton.edu
- ii. Hundreds of images of child pornography.² Law enforcement officials noticed that they had previously observed several of the pornographic images and videos of the minor males on Frazier's iPhone during prior searches conducted by the ACPO in this investigation. Specifically, ACPO officials obtained state search warrants for a Gmail account and Dropbox account affiliated with the email ley26ley26@gmail.com, which has been identified as a Gmail account used by Frazier.
 - iii. Numerous images of Minor Male 1, including pornographic images that Minor Male 1 has identified as being produced by Frazier.
 - iv. A Facebook Account for "Katalina Santos" with the user name "Kattalicious." A review of the "chat" strings associated with Frazier's iPhone and Facebook Messenger, revealed that "Katalina Santos" chatted with young males (possibly minors) and exchanged images and/or videos with them. From the text strings, "Katalina" attempted to get the young males to send nude images of themselves in exchange for nude images of "her." Based on access times, frequency and content on the iPhone, law enforcement officers believe that Frazier was posing as "Katalina Santos" or "Kattalicious" as part of a baiting/catfishing scheme

² The pornographic images found on Frazier's iPhone are from Image Fetcher Cache with the library/caches/com.google.photos directory. This would appear to indicate that these images have been stored and/or transferred to and from Frazier's iPhone. Based upon the number of cache images of Minor Male 1 contained on Frazier's iPhone, law enforcement officers believe that Frazier has a large collection of pornographic images of Minor Male 1 which are remotely stored on a cloud based storage system or on a concealed storage facility or device, which was not recovered during the initial search on April 15, 2019.

in order to trick young males into sending him naked photographs of themselves

b. Frazier's Samsung a CDMA Model: G925P, Galaxy S6 Edge. This mobile telephone did not have a SIM card but the previous number associated with the Samsung telephone was xxx-xxx-8017.

- i. Thousands of images of child pornography. Law enforcement officials noted that they had previously observed several of the pornographic images and videos of the minor males on Frazier's Samsung during prior searches conducted by the ACPO in this investigation. Specifically, ACPO officials obtained state search warrants for a Gmail account and Dropbox account affiliated with the email ley26ley26@gmail.com, which has been identified as a Gmail account used by Frazier.
- ii. A review of the meta data and images identified as child pornography indicate that these images were taken in, among others, New Jersey, Florida, Georgia, Nebraska, and California.
- iii. Numerous images of Frazier, family members, friends and/or associates of Frazier were also among the images and videos on the device.
- iv. Law enforcement officials determined that Frazier produced numerous pornographic images of Minor Male 1.
- v. In addition, numerous file transfers of videos and/or images to the Dropbox account were associated with the ley26ley26@gmail.com account.
- vi. Cloud Data Sources for the device included Dropbox, Facebook and Facebook Messenger. The Facebook Account name was xxxxxxxxxxxx1093.
 1. The Facebook Account number xxxxxxxxxxxx1093 is for the Facebook Profile Katalina Santos, user name

"Kattilicious" and Email address:
Frazier2@go.stockton.edu.

- vii. Numerous user accounts were associated with Frazier's Samsung mobile telephone, including ley26ley26@gmail.com.
- c. Frazier's iPad is an Apple iPad - iPad 4, model MD510, called KanEzzy iPad:
 - i. The iCloud account princeguess@icloud.com was associated with Frazier's iPad. The profile image associated with this account appears to be of Frazier with an unknown Minor Male, with the user name "My Prince."³

34. On April 24, 2019, law enforcement officers interviewed Minor Male 1 at the FBI's Atlantic City Resident Agency during a recorded interview. During the interview, law enforcement officers showed Minor Male 1 several images obtained from Frazier's mobile telephones and asked Minor Male 1 to provide information about the images. Minor Male 1 identified himself as the minor in the following photographs:

- a. A series of images in which a prepubescent boy is wearing red underpants down around the middle of his legs with his penis exposed:
 - i. Minor Male 1 identified himself and said that Frazier had directed Minor Male 1 to dance with his underpants down and his penis exposed.
 - ii. Minor Male 1 identified the adult foot shown in the images as belonging to Frazier, who was taking the photographs.

³ Frazier's nickname for Minor Male 1 is "Prince Guess."

- iii. Minor Male 1 also identified various items shown in the background of the photographs, including a blue laundry tub, Frazier's red shoe with light colored soles and Frazier's blue punching bag.⁴
 - iv. Minor Male 1 said that he believed that the above-described items were in Frazier's Apartment at the time of the April 15, 2019 searches.
- b. Several images of a prepubescent male lying in a bed with his penis and testicles displayed in various stages of erection:
- i. Minor Male 1 identified himself in the images.
 - ii. Minor Male 1 said that Frazier took the photographs.
 - iii. The red fabric that was visible in the images were Hanes underwear which Minor Male 1 still possessed and believed to be at his residence in Atlantic County.
 - iv. Minor Male 1 said that Frazier took nude images like this on a regular basis at Frazier's old residence in Atlantic City and his current apartment in Somers Point. Minor Male 1 did not know what Frazier did with the images after taking them.
- c. A series of images of a finger and/or thumb touching a prepubescent penis:
- i. Minor Male 1 identified himself as the child in the images.
 - ii. Minor Male 1 said that the finger and/or thumb belonged to Frazier who was touching and/or fondling Minor Male 1's penis.
- d. A series of images showing a prepubescent male spreading his buttocks with his hands while images were taken of the anal area:
- i. Minor Male 1 identified himself in the images.
 - ii. Minor Male 1 said that Frazier took these pictures, and that Frazier told him how to pose for the images.

⁴ I reviewed the images and observed a blue tote and an object with a tan, white and black/dark brown Chevron pattern.

- e. One image of a prepubescent male (wearing a white tank top and four plastic bracelets – one green, one yellow and two pink – on his left wrist) lying in a bed with his erect penis displayed:
 - i. Minor Male 1 identified himself as the boy in the image.
 - ii. Minor Male 1 said that he took the photograph at the direction of Frazier using Frazier's Samsung mobile telephone.
 - iii. Minor Male 1 stated that the image was taken in the bedroom of Frazier's Apartment.
 - iv. Minor Male 1 stated that various items in the background of the photograph – including a grey and black fan⁵ and two lamps, a floor lamp and a desk lamp⁶ – were in the bedroom of Frazier's Apartment at the time of the April 15, 2019 search.

35. On May 23, 2019, law enforcement officers conducted a second search of Frazier's Somers Point Apartment pursuant to a federal court issued search warrant. During the search, law enforcement officers seized the following items, among others, which are visible in the background of several of the pornographic images of Minor Male 1:

- a. A blue tote with rope handles.
- b. A metallic floor lamp with a white glass shade.
- c. A silver desk lamp with a silver and black shade.
- d. A grey and black circular fan.
- e. A blue plastic tote.

36. During the April 24, 2019 interview, Minor Male 1 also stated that:

⁵ In the photographs, the fan appears to be circular in shape with a grey border and black plastic grate.

⁶ In the photographs, one of the lamps is a metallic-looking floor lamp, approximately 5.5 feet tall, and the other lamp is a black and silver desk lamp with a silver rod between the head of the lamp and the base.

- a. Frazier repeatedly touched and sexually abused Minor Male 1. This began on a regular basis on or about moving into Frazier's Somers Point address in June of 2018 and continued until the time of Frazier's arrest on April 15, 2019. Frazier threatened to harm Minor Male 1's family members if Minor Male 1 did not comply or told anyone about Frazier's abuse.
- b. Frazier showed Minor Male 1 pornographic images of primarily black male boys and some white male boys on Frazier's Samsung phone.
- c. Minor Male 1 described two additional incidents during which other minor males sent photographs of their penises to "Katalina."
 - i. While in Florida with his approximately 13 year-old cousin Minor Male 4, Minor Male 4 was communicating on the Kik Application with a female using the name "Katalina." Katalina encouraged Minor Male 4 to take a picture of Minor Male 4's penis and send it to Katalina in trade for a pornographic image of herself. Minor Male 4 did so and received an image of a naked Katalina.
 - ii. For Minor Male 1's 9th birthday, Frazier had a party at Frazier's Atlantic City Apartment where Frazier lived prior to moving into Frazier's Apartment. One of Minor Male 1's friends, Minor Male 5, was communicating with a female "Katalina," who Minor Male 1 recognized as the same "Katalina" his cousin had chatted with while they were in Florida. After repeated discussion, Katalina convinced Minor Male 5 to take a pornographic picture/video of his exposed penis and send it to her, which Minor Male 5 did.
 - iii. Minor Male 1 said that he thought Katalina may not have been a real girl, but someone catfishing.

37. On April 26, 2019, law enforcement officers went to Minor Male 1's residence and recovered a pair of boys red Hanes underwear with a blue stripe

around the waistband, which appear to be the underwear depicted in the series of photographs described above in paragraph 34. Law enforcement officers saw Minor Male 1 wearing the pink bracelet from the photographs described above in paragraph 34(e).

38. The information extracted from Frazier's Samsung mobile telephone and Frazier's iPhone indicate that Frazier pretended to be a female while communicating with young males in an effort to obtain pornographic images of the young males. Several of the young men with whom Frazier has communicated have been identified as minors.

39. Based on my training and experience, the volume of child pornography images and videos on FRAZIER's multiple social media accounts, the execution of search warrants and communication data warrants, and the other evidence described above and collected during this investigation, I have probable cause to believe:

- a. FRAZIER received and distributed child pornography through his social media accounts on Tumblr, Gmail and Dropbox.
- b. FRAZIER distributed the images of child pornography reported in NCMEC's CyberTipline Report #44206185 and described in paragraph 10 above, on or about September 8, 2018, November 13, 2018, November 18, 2018 and November 23, 2018.

- c. FRAZIER was in possession of, received and distributed child pornography through his Gmail account from on or about March 13, 2015 when his Gmail account was created through his last login on or about November 21, 2018.
- d. FRAZIER was in possession and distributed child pornography through his Dropbox account from on or about December 23, 2016 and continuing through his last login to that account on or about March 15, 2019.
- e. FRAZIER produced the sexually explicit images of Minor Male 1 during the period from in or about March 2017 through on or about April 15, 2019, the period of time when Minor Male 1 lived with FRAZIER at FRAZIER's residence.
- f. FRAZIER produced the sexually explicit images of Minor Male 1 using FRAZIER's Samsung mobile telephone.
- g. FRAZIER transferred the sexually explicit images of Minor Male 1, from his Samsung mobile telephone to his Apple iPhone using a Google based storage system as noted by the Cache/com.google.photos extension.
- h. FRAZIER viewed the sexually explicit images of Minor Male 1 on both his Samsung mobile telephone and/or his Apple iPhone.

40. I am aware that all Apple iPhones are currently assembled in China. I am aware that Samsung mobile telephones are manufactured in Vietnam, China, India, Brazil, Indonesia and Korea. Therefore, the phones that FRAZIER used to produce, receive and distribute the child pornography necessarily traveled in interstate and/or foreign commerce. I am also aware that the Corporate Headquarters for the following companies are located in the following locations: Google is in Mountain View, California; Tumblr is in Manhattan, New York; Dropbox is in San Francisco, California.

41. Based upon my education, training, and experience, and my discussions with other law enforcement officers and my review of the evidence, the images described in paragraphs 12 and 34 *infra*, were shipped and transported in and affecting interstate or foreign commerce, including by computer.

EXHIBIT F

Kim Wallace

From: La'Quetta Small
Sent: Tuesday, October 6, 2020 1:55 PM
To: Barry Caldwell
Subject: Fwd: Source4Teachers Incident Report Submission - IRID: 17-2248

FYI

Sent from my iPhone

Begin forwarded message:

From: portalweb@source4teachers.com
Date: February 24, 2017 at 12:44:11 PM EST
Subject: Source4Teachers Incident Report Submission - IRID: 17-2248
Reply-To: "WebsiteIncidentReports@source4teachers.com"
<WebsiteIncidentReports@source4teachers.com>

This email serves as a confirmation of your incident report. Please review the information below to ensure everything is correct.

GENERAL INFORMATION

Incident Report ID: 17-2248

District:	NJ - Atlantic City School District	School Name:	Pennsylvania Avenue School
State:	NJ		
Teacher Name:	Kayan Frazier	Date of Incident:	02-23-2017
Name of Substitute:	Kayan Frazier	Date of Complaint:	02-24-2017

NATURE OF COMPLAINT

- Unprofessional Conduct

Details: It was brought to my attention on Feb. 12th that Kayan Frazier invited a third grade male student to his home to spend the night. Also, on Feb. 13th Mr. Frazier visited the school to transport the student back to his home. I advised Mr. Frazier that those two actions are inappropriate and he should not allow the child to remain in his home. Additionally, I advised him that the mother must authorize him to transport her son in his personal vehicle. However, I learned on February 23rd that Mr. Frazier continues to allow the student to remain in his home. The mother is okay with his actions, however, she has not provided documentation to the school to authorize transportation. The mother expressed to me that Mr. Frazier mentors her son and helps her out. My concern is related to the New Jersey Statutes regarding inappropriate staff conduct.

RECOMMENDATION

- Remove from school

SUBMITTED BY

Submitted By:	Dr. La\\'Quetta Small	Email:	lsmall@acboe.org
Title:	Principal	Phone:	609-343-7290 x4393

APPROVED BY PRINCIPAL

Name:	Dr. La\\'Quetta Small	Phone:	Same as above
Email:	lsmall@acboe.org		

Please click the link below to update your submission. Your login will be required to update the report.

Update Submission

If you have any questions, contact Source4Teachers at 856-482-0300. Thank you.

-----CONFIDENTIALITY NOTICE-----

This message is intended only for the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited, and you are requested to please notify us immediately by telephone, and return the original message to us at the above address. Source 4 Solutions, LLC.

EXHIBIT G

From: bcaldwell@acboe.org,
To: councilriley@aol.com,
Subject: Wes Wallace
Date: Mon, Oct 12, 2020 10:53 am

From: La'Quetta Small
Sent: Wednesday, March 15, 2017 2:08 PM
To: wwallace@source4teachers.com
Cc: Denise Dufner <ddufner@acboe.org>; Sherry Yahn <syahn@acboe.org>;
Gabrielle Caldwell <gcaldwell@acboe.org>
Subject: re: Substitute-Kayan Frazier
Importance: High

Hi Wes,

I spoke with Jamie Guenther [on March 15th](#) from Source4Teachers regarding the reported incident pertaining to Kayan Frazier. He is a substitute who allowed a student from Pennsylvania Avenue School to sleep in his home. I advised Mr. Frazier that having a child spend the night is inappropriate and he should stop. Mr. Frazier mentioned that he would no longer have the student at his home. However, it was brought to my attention [on 3/15](#) that the student continues to sleep over and the 3rd grade student sleeps in his bed. I asked the student [on 3/15](#) if he was at Mr. Frazier's house recently and he stated he was there two weeks ago. After speaking with the student's sister, she mentioned that he was there last night. student was there last night. The mother is okay with the student sleeping at the substitute's house, but I am not aware if she knows that they share the same bed.

Again, the incident was reported via Source4Teachers and Jamie Guenther advised me to send this email regarding the update. Thanks.

Dr. La'Quetta S. Small, Principal
Pennsylvania Avenue School
[201 N. Pennsylvania Avenue](#)
[Atlantic City, New Jersey 08401](#)
[\(609\) 343-7290 ext. 4431](#)

EXHIBIT H

Kim Wallace

From: La'Quetta Small
Sent: Tuesday, October 6, 2020 1:52 PM
To: Barry Caldwell
Subject: Fwd: Kayan Frazier

FYI

Sent from my iPhone

Begin forwarded message:

From: La'Quetta Small <lsmall@acboe.org>
Date: March 16, 2017 at 2:55:16 PM EDT
Subject: RE: Kayan Frazier

Good afternoon,

On March 13th, a parent complained that her son, who is a 5th grade student, was up late texting Mr. Frazier. I spoke with Mr. Frazier on Tuesday, March 14th regarding this complaint. He stated that he texted the student on his mother's phone. However, after speaking with the student, he shared that Mr. Frazier texted him on his personal phone not his mother's phone. The only text available mentioned the word Skyzone. Mr. Frazier was planning to take the student to Skyzone, which is a children's play facility.

Dr. La'Quetta S. Small, Principal

Pennsylvania Avenue School

201 N. Pennsylvania Avenue

Atlantic City, New Jersey 08401

(609) 343-7290 ext. 4431

"Seek first to understand, then to be understood."

-Stephen Covey

From: Wesley Wallace [wwallace@source4teachers.com]
Sent: Wednesday, March 15, 2017 4:15 PM
To: La'Quetta Small
Subject: Kayan Frazier

Hello Dr. Smalls,

Can you provide us with this in writing?

Dr. Small mentioned another situation where a parent complained that Kayan was texting her son late at night. Dr. Small questioned Kayan about this and he said he was texting the child on his mom's phone to see if he could take him to Skyzone. It turns out that Kayan lied about texting on the mom's phone and actually text on the child's phone.

Thanks,

Wesley Wallace
District Manager

Office: 856.482.0300 ext. 3175
Fax: 856.334.1722 **Cell:** 856-813-6062
Wwallace@source4teachers.com

800 Kings Highway North, Suites 405 & 410
Cherry Hill, NJ 08034

 **SOURCE4TEACHERS** **MissionOne**
----- Educational Managed Solutions -----

Source4Teachers.com | MissionOne.com

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EXHIBIT I



LAW OFFICES OF
RILEY & RILEY

EXECUTIVE COURT
2 Eves Drive, Suite 109
Marlton, NJ 08053
Mailing Address

(609) 914-0300
(609) 914-0323 FAX

BY APPOINTMENT
1616 Pacific Avenue, Suite 305
Atlantic City, NJ 08401

Michael E. Riley
Tracy L. Riley
Daria B. Janka
John P. Montemurro, Of Counsel

WORKERS' COMPENSATION
3 Eves Drive
Marlton, NJ 08053

October 8, 2020

Via Email – supporteast@ess.com
ESS
800 Kings Highway North
Suite 405 & 410
Cherry Hill, NJ 08034

RE: ATLANTIC CITY BOARD OF EDUCATION

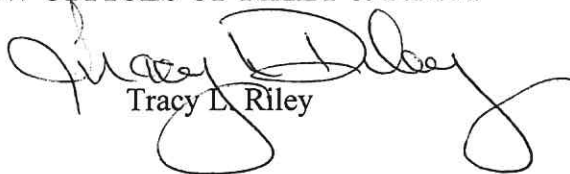
Dear Sir/Madam:

I am the Solicitor for the Atlantic City Board of Education. It is my understanding Kayan Frazier was an employee of ESS (then Source4Teachers). I am requesting written documentation advising all dates, including the name of the school, that Kayan Frazier worked in at any time for the Atlantic City School District as your employee.

If you have any questions or need any additional information, please do not hesitate to contact me.

Very truly yours,

LAW OFFICES OF RILEY & RILEY


Tracy L. Riley

cc: Barry Caldwell, Superintendent



Tracy Riley <triley@rileyandriley.com>

AC BOE

1 message

Tracy Riley <triley@rileyandriley.com>
To: wwallace@ess.com

Thu, Oct 8, 2020 at 12:39 PM

Wes:

This is to confirm that I am requesting written documentation advising all dates, including the name of the school, that Kayan Frazier worked at any time, for the Atlantic City School District as your employee.

Thank you!
TR



Tracy Riley <triley@rileyandrileylaw.com>

Automatic reply: AC BOE

2 messages

Wesley Wallace <WWallace@ess.com>
To: Tracy Riley <triley@rileyandrileylaw.com>

Thu, Oct 8, 2020 at 12:36 PM

Thank you for your email, I am currently unavailable. Please forward all communications to Noelle Baglivo at nbaglivo@ess.com. Thank you!
Thank You.

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Tracy Riley <triley@rileyandrileylaw.com>
To: Wesley Wallace <WWallace@ess.com>

Fri, Oct 9, 2020 at 9:22 AM

Good morning Wes:

Just following up on my request.

Thank you.
Tracy Riley
[Quoted text hidden]

EXHIBIT J

DCF caseworker jailed on child pornography charges



A caseworker for the Department of Children and Families is jailed on child pornography charges.

Kayan Frazier, 26, of Somers Point, was arrested Monday following an investigation sparked by a tip from Tumblr, according to the affidavit obtained by BreakingAC.

A data warrant found more than 1,000 videos and still images of children younger than 18

engaged in sex acts, the affidavit states.

Frazier was hired in October 2017, a DCF spokeswoman said. His salary as a Family Service Specialist 2 is \$56,088.32.

Frazier previously was a substitute secretary for the Atlantic City School District, hired for the 2016-17 school year, according to a Board of Education agenda from June 27, 2016.

“Pending an outcome to the criminal investigation, DCF will transfer his responsibilities to other staff and follow civil service rules to have him removed from duty,” DCF spokeswoman Nicole Brossoie said.

He is currently in the Atlantic County Justice Facility.



DCF caseworker jailed on child pornography charges

📅 April 16, 2019 11:13 am 👤 Lynda Cohen



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charges.

Kayan Frazier, 26, of Somers Point, was arrested Monday following an investigation sparked by a tip from Tumblr, according to the affidavit obtained by BreakingAC.

A data warrant found more than 1,000 videos and still images of children younger than 18 engaged in sex acts, the affidavit states.

Frazier was hired in October 2017, a DCF spokeswoman said. His salary as a Family Service Specialist 2 is \$56,088.32.

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"Pending an outcome to the criminal investigation, DCF will transfer his responsibilities to other staff and follow civil service rules to have him removed from duty," DCF spokeswoman Nicole Brossoie said.

He is currently in the Atlantic County Justice Facility.

UPDATE:

DCF worker ordered detained on child pornography charges



A Department of Children and Families caseworker charged with child pornography will remain in jail, a judge ruled Tuesday. Ka'yan Frazier, 26, had more than 1,000 images and videos of children engaged in sexual acts on his cell and email, Assistant Prosecutor David Ruffenach told the judge. Defense attorney Lauren Musarra countered that anyone could...



EXHIBIT K



Former Atlantic City schools worker faces federal child porn charges

July 12, 2019 6:04 pm Lynda Cohen



An Atlantic County man who previously worked in the Atlantic City school district and as a child caseworker for the state is now federally charged for producing images of child sexual abuse.

Kayan Frazier, 27, of Somers Point, already was in the Atlantic County Justice Facility on child pornography

possession and distribution charges when he was charged federally.

He was arrested in April after a search warrant led to sexually explicit images of children, including a juvenile boy who lived with Frazier part-time.

The minor positively identified himself in photos recovered from Frazier's mobile phone, saying that Frazier threatened to harm the boy's family members if he did not comply.

The boy's mother told investigators she was unaware of the abuse.

The social networking app Tumblr sparked the investigation by sending a tip that potential child pornography had been uploaded to an account under the user name ley26ley26.

Those photos included images of the child and an adolescent male naked and in sexual contact, according to the federal complaint.

A search of Frazier's phone and other electronic media found thousands of additional images of child pornography, along with images of the minor at his residence, the complaint states.

At the time of his arrest, Frazier was working for the Department of Children and Families as a Family Service Specialist 2.

He was hired in October 2017, a DCF spokeswoman previously told BreakingAC. His salary is \$56,088.32. Frazier previously was a substitute secretary for the Atlantic City School District, hired for the 2016-17 school year, according to a Board of Education agenda from June 27, 2016.

He worked at the Pennsylvania Avenue School.

Frazier was fired from the district in 2017, after it was found he had an 11-year-old student sleep over his house, Assistant Atlantic County Prosecutor David Ruffenach said during Frazier's detention hearing in April. Surveillance done of Frazier before his arrest showed that he had a boy who looked about 12 or 13 living with him in what Ruffenach referred to as a foster situation.

Superior Court Judge John Rauh ordered Frazier detained at that time.

The receipt and distribution of child pornography offenses each carry a mandatory minimum sentence of five years in prison, a maximum potential penalty of 20 years in prison, and a \$250,000 fine. The production of child pornography carries a mandatory minimum sentence of 15 years in prison, a maximum potential penalty of 30 years in prison, and a \$250,000 fine.

AO 91 (Rev. 08/09) Criminal Complaint

UNITED STATES DISTRICT COURT
for the
District of New Jersey

ORIGINAL FILED

JUL - 3 2019

WILLIAM T. WALSH, CLERK

United States of America
v.

Case No. 19-mj-5578 (KMW)

KAYAN FRAZIER

*Defendant(s)***CRIMINAL COMPLAINT**

I, the complainant in this case, state that the following is true to the best of my knowledge and belief.

On or about the date(s) of March 2015 through April 15, 2019 in the county of Atlantic in the
District of New Jersey, the defendant(s) violated:

*Code Section**Offense Description*

18 U.S.C. § 2252A(a)(2) and
18 U.S.C. § 2251(a)

Receipt, distribution and production of child pornography, more fully
described in Attachment A.

This criminal complaint is based on these facts:
See Attachment B.

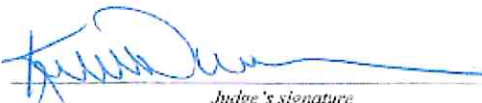
☒ Continued on the attached sheet.


Complainant's signature

Daniel A. Garrabrant, Special Agent, FBI
Printed name and title

Sworn to before me and signed in my presence.

Date: 07/03/2019


Judge's signature

City and state: Camden, New Jersey

Hon. Karen M. Williams, U.S.M.J.
Printed name and title



DCF worker ordered detained on child pornography charges

A Department of Children and Families caseworker charged with child pornography will remain in jail, a judge ruled Tuesday. Ka'yan Frazier, 26, had more than 1,000 images and videos of children engaged in sexual acts on his cell and email, Assistant Prosecutor David Ruffenach told the judge. Defense attorney Lauren Musarra countered that anyone could ...

[Read more](#)



DCF caseworker jailed on child pornography charges

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[Man gets suspended sentence in sex assault of Atlantic City motel worker](#)

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EXHIBIT L

U.S. District Court
District of New Jersey [LIVE] (Camden)
CRIMINAL DOCKET FOR CASE #: 1:19-mj-05578-KMW-1

Case title: USA v. FRAZIER

Date Filed: 07/03/2019

Assigned to: Magistrate Judge Karen M.
Williams

Defendant (1)

KAYAN FRAZIER

represented by **LISA EVANS LEWIS**
OFFICE OF THE FEDERAL PUBLIC
DEFENDER
800 - 840 COOPER STREET
SUITE 350
CAMDEN, NJ 08053
(856) 757-5341
Email: lisa_lewis@fd.org
LEAD ATTORNEY
ATTORNEY TO BE NOTICED
*Designation: Public Defender or
Community Defender Appointment*

Pending Counts

None

Disposition

Highest Offense Level (Opening)

None

Terminated Counts

None

Disposition

Highest Offense Level (Terminated)

None

Complaints

18:2252A.F - ACTIVITIES RE
MATERIAL
CONSTITUTING/CONTAINING CHILD
PORNOGRAPHY

Disposition

Plaintiff

USA

represented by **DIANA V. CARRIG**
OFFICE OF THE US ATTORNEY
US POST OFFICE BUILDING

401 MARKET STREET
 4TH FLOOR
 CAMDEN, NJ 08101
 (856) 757-5026
 Email: diana.carrig@usdoj.gov
LEAD ATTORNEY
ATTORNEY TO BE NOTICED
Designation: Assistant US Attorney

Date Filed	#	Docket Text
07/03/2019	<u>1</u>	COMPLAINT as to KAYAN FRAZIER (1). (sb) (Entered: 07/03/2019)
07/12/2019		Arrest of KAYAN FRAZIER (tf,) (Entered: 07/12/2019)
07/12/2019	<u>3</u>	Minute Entry for proceedings held before Magistrate Judge Karen M. Williams:Initial Appearance as to KAYAN FRAZIER held on 7/12/2019, Attorney Appointment Hearing as to KAYAN FRAZIER held on 7/12/2019. L. Lewis, AFPD appointed as counsel. Detention Hearing as to KAYAN FRAZIER held on 7/12/2019. Defendant consents to detention. Order of Detention to be filed. (Court Reporter/Recorder Electronic Court Recorder.) (tf,) (Entered: 07/12/2019)
07/12/2019	<u>5</u>	ORDER APPOINTING FEDERAL PUBLIC DEFENDER as to KAYAN FRAZIER. LISA EVANS LEWIS for KAYAN FRAZIER appointed. Signed by Magistrate Judge Karen M. Williams on 7/12/2019. (tf,) (Entered: 07/12/2019)
07/12/2019	<u>6</u>	ORDER OF DETENTION as to KAYAN FRAZIER. Signed by Magistrate Judge Karen M. Williams on 7/12/2019. (tf,) (Entered: 07/12/2019)
07/12/2019	<u>7</u>	WAIVER of Preliminary Hearing by KAYAN FRAZIER (tf,) (Entered: 07/12/2019)
07/12/2019	<u>8</u>	ORDER TO CONTINUE - Ends of Justice as to KAYAN FRAZIER. Time excluded from 7/12/2019 until 9/16/2019. Signed by Magistrate Judge Karen M. Williams on 7/12/2019. (tf,) (Entered: 07/12/2019)
07/19/2019	<u>9</u>	Transcript of Proceedings as to KAYAN FRAZIER held on 7/12/19, before Judge Williams. Court Reporter/Transcriber Diana Doman Transcribing (856-435-7172). Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber only. (dd,) (Entered: 07/19/2019)
09/11/2019	<u>10</u>	ORDER TO CONTINUE - Ends of Justice as to KAYAN FRAZIER Time excluded from 9/11/19 until 11/16/19. Signed by Magistrate Judge Karen M. Williams on 9/11/19. (nar) (Entered: 09/11/2019)
10/04/2019	<u>11</u>	MOTION for Protective Order by USA as to KAYAN FRAZIER. (CARRIG, DIANA) (Entered: 10/04/2019)
10/04/2019	<u>12</u>	ORDER granting <u>11</u> Motion for Protective Order as to KAYAN FRAZIER (1). Signed by Magistrate Judge Karen M. Williams on 10/4/19. (nar) (Entered: 10/04/2019)
11/08/2019	<u>13</u>	ORDER TO CONTINUE - Ends of Justice as to KAYAN FRAZIER Time excluded from 11/8/19 until 1/17/20. Signed by Magistrate Judge Karen M. Williams on 11/8/19. (nar) (Entered: 11/08/2019)
01/27/2020	<u>15</u>	ORDER TO CONTINUE - Ends of Justice as to KAYAN FRAZIER Time excluded from 01/27/20 until 03/24/20. Signed by Magistrate Judge Karen M. Williams on 1/27/20. (nar) (Entered: 01/27/2020)
03/16/2020	<u>16</u>	ORDER TO CONTINUE - Ends of Justice as to KAYAN FRAZIER Time excluded from

		3/16/20 until 4/30/20. Per Standing Order 20-02. Signed by Chief Judge Freda L. Wolfson on 3/16/20. (nar) (Entered: 03/17/2020)
03/16/2020	<u>17</u>	STANDING ORDER 20-3 (COVID 19) re: SO 20-2, excluding Speedy Trial time, under 18 U.S.C. 3161(h)(7)(A), from March 16, 2020 through April 30, 2020 in all criminal proceedings in this District under the Speedy Trial Act, including those proceedings commenced by complaint and time limits established by the Interstate Agreement of Detainers, etc. Signed by Chief Judge Freda L. Wolfson on 3/16/20.(nar) (Entered: 03/20/2020)
03/30/2020	<u>18</u>	STANDING ORDER #2020-06 In Re: Video Conferencing and Teleconferencing for Criminal Proceedings under the CARE ACT. Signed by Chief Judge Freda L. Wolfson on 3/30/20. (nar) (Entered: 03/30/2020)
04/17/2020	<u>19</u>	STANDING ORDER #2020-09 In Re: Court Operations under the exigent circumstances created by COVID-19, Modifications of Standing Orders 2020-02, 03 & 04 extending deadlines, excluding certain periods under the Speedy Trial Act, etc. Signed by Chief Judge Freda L. Wolfson on 4/17/20. (nar) (Entered: 04/20/2020)
05/22/2020	<u>20</u>	STANDING ORDER 2020-12 In Re: Court operations under the exigent circumstances created by COVID-19, supersession of Standing Orders 2020-02, 2020-03, 2020-04, and 2020-09. Signed by Chief Judge Freda L. Wolfson on 5/22/2020. (nar) (Entered: 05/27/2020)
08/18/2020	<u>21</u>	EXTENSION OF STANDING ORDER 2020-12: In Re: Court Operations under the exigent circumstances created by Covid-19; Time excluded from 8/31/20 to 9/30/30. Signed by Chief Judge Freda L. Wolfson on 8/17/20. (mb,) (Entered: 08/18/2020)
09/23/2020	<u>22</u>	SECOND EXTENSION OF STANDING ORDER 2020-12 IN RE: COURT OPERATIONS UNDER THE EXIGENT CIRCUMSTANCES CREATED BY COVID 19. Signed by Chief Judge Freda L. Wolfson on 9/23/20. (nar) (Entered: 09/24/2020)

PACER Service Center			
Transaction Receipt			
10/07/2020 10:55:01			
PACER Login:	tracyriley2008	Client Code:	
Description:	Docket Report	Search Criteria:	1:19-mj-05578-KMW Start date: 1/1/1971 End date: 10/7/2020
Billable Pages:	2	Cost:	0.20
Exempt flag:	Exempt	Exempt reason:	Exempt CJA




EXHIBIT M

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 / Atlantic City Public Schools County

Search Annual Filing of Disclosure Statements

New Jersey Personal/Relative and Financial Disclosure Statements for School Officials

ATLANTIC Atlantic City Public Schools

Last Name	First Name	Position Type	Submission Year	
ALEXANDER	SHEREE	SCHOOL ADMINISTRATOR	2020 FILED	>>   
ALEXANDER	SHEREE	SCHOOL ADMINISTRATOR	2018 FILED	
ALEXANDER	SHEREE	SCHOOL ADMINISTRATOR	2019 FILED	
AUSTIN	KURT	SCHOOL ADMINISTRATOR	2018 FILED	
AUSTIN	KURT	SCHOOL ADMINISTRATOR	2019 FILED	
AUSTIN	KURT	SCHOOL ADMINISTRATOR	2020 FILED	
BAILEY	PATRICIA	BOARD MEMBER	2018 FILED	
BAILEY	PATRICIA	BOARD MEMBER	2019 FILED	
BAILEY	PATRICIA	BOARD MEMBER	2020 FILED	
BARNES	MORIA	SCHOOL ADMINISTRATOR	2018 FILED	
BARNES	MORIA	SCHOOL ADMINISTRATOR	2019 FILED	
BARNES	MORIA	SCHOOL ADMINISTRATOR	2020 FILED	
BASSFORD	KIM	BOARD MEMBER	2018 FILED	
BASSFORD	KIM	BOARD MEMBER	2019 FILED	
BASSFORD	KIM	BOARD MEMBER	2020 FILED	
BIRD	MICHAEL	SCHOOL ADMINISTRATOR	2018 FILED	
BIRD	MICHAEL	SCHOOL ADMINISTRATOR	2019 FILED	
BIRD	MICHAEL	SCHOOL ADMINISTRATOR	2020 FILED	
BROWN	ANGELA	BOARD SECRETARY	2018 FILED	
BROWN	ANGELA	BOARD SECRETARY	2019 FILED	
BROWN	ANGELA	BOARD SECRETARY	2020 FILED	
BROWN	STEPHEN	SCHOOL ADMINISTRATOR	2018 FILED	

^
Back
to top

Last Name	First Name	Position Type	Submission Year
BROWN	STEPHEN	SCHOOL ADMINISTRATOR	2019 FILED
BROWN	STEPHEN	SCHOOL ADMINISTRATOR	2020 FILED
BULLOCK-FERNANDES	DOROTHY	SCHOOL ADMINISTRATOR	2018 FILED
BULLOCK-FERNANDES	DOROTHY	SCHOOL ADMINISTRATOR	2019 FILED
BULLOCK-FERNANDES	DOROTHY	SCHOOL ADMINISTRATOR	2020 FILED
BURROUGHS	CHERISE	SCHOOL ADMINISTRATOR	2019 FILED
BURROUGHS	CHERISE	SCHOOL ADMINISTRATOR	2020 FILED
BURROUGHS	JODI	SCHOOL ADMINISTRATOR	2018 FILED
BURROUGHS	JODI	SCHOOL ADMINISTRATOR	2019 FILED
BURROUGHS	JODI	SCHOOL ADMINISTRATOR	2020 FILED
BYARD	RUTH	BOARD MEMBER	2018 FILED
BYARD	RUTH	BOARD MEMBER	2019 FILED
BYARD	RUTH	BOARD MEMBER	2020 FILED
BYNGS	ATIYA	SCHOOL ADMINISTRATOR	2018 FILED
BYNGS	ATIYA	SCHOOL ADMINISTRATOR	2019 FILED
BYNGS	ATIYA	SCHOOL ADMINISTRATOR	2020 FILED
CALDWELL	BARRY	SCHOOL ADMINISTRATOR	2018 FILED
CALDWELL	BARRY	SCHOOL ADMINISTRATOR	2019 FILED
CALDWELL	BARRY	SCHOOL ADMINISTRATOR	2020 FILED
CALDWELL	GABRIELLE	SCHOOL ADMINISTRATOR	2018 FILED
CALDWELL	GABRIELLE	SCHOOL ADMINISTRATOR	2019 FILED
CALDWELL	GABRIELLE	SCHOOL ADMINISTRATOR	2020 FILED
CHALLENGER	BROOK	SCHOOL ADMINISTRATOR	2018 FILED
CHALLENGER	BROOK	SCHOOL ADMINISTRATOR	2019 FILED
CHALLENGER	BROOK	SCHOOL ADMINISTRATOR	2020
CHOWDHURY	SUBRATA	BOARD MEMBER	2020 FILED
CHRISTIAN	BOHDAN	SCHOOL ADMINISTRATOR	2018 FILED
CHRISTIAN	BOHDAN	SCHOOL ADMINISTRATOR	2019 FILED
CHRISTIAN	BOHDAN	SCHOOL ADMINISTRATOR	2020 FILED

>>


[^](#)
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Last Name	First Name	Position Type	Submission Year
DAVIS	ANANDA	SCHOOL ADMINISTRATOR	2018 FILED
DAVIS	ANANDA	SCHOOL ADMINISTRATOR	2019 FILED
DAVIS	ANANDA	SCHOOL ADMINISTRATOR	2020 FILED
DAYS-CHAPMAN	CONSTANCE	BOARD MEMBER	2018 FILED
DAYS-CHAPMAN	CONSTANCE	BOARD MEMBER	2019 FILED
DEVLIN	JOHN	BOARD MEMBER	2018 FILED
DEVLIN	JOHN	BOARD MEMBER	2019 FILED
DEVLIN	JOHN	BOARD MEMBER	2020 FILED
FISHER	RONALD	SCHOOL ADMINISTRATOR	2018 FILED
FISHER	RONALD	SCHOOL ADMINISTRATOR	2019 FILED
FISHER	RONALD	SCHOOL ADMINISTRATOR	2020 FILED
FLOOD	KENNETH	SCHOOL ADMINISTRATOR	2018 FILED
FLOOD	KENNETH	SCHOOL ADMINISTRATOR	2019 FILED
FLOOD	KENNETH	SCHOOL ADMINISTRATOR	2020 FILED
FORD	CHRISTOPHER	SCHOOL ADMINISTRATOR	2018 FILED
FORD	CHRISTOPHER	SCHOOL ADMINISTRATOR	2019 FILED
FORD	CHRISTOPHER	SCHOOL ADMINISTRATOR	2020 FILED
GIL	LINA	SCHOOL ADMINISTRATOR	2018 FILED
GIL	LINA	SCHOOL ADMINISTRATOR	2019 FILED
GIL	LINA	SCHOOL ADMINISTRATOR	2020 FILED
GRIMES	JASON	SCHOOL ADMINISTRATOR	2018 FILED
GRIMES	JASON	SCHOOL ADMINISTRATOR	2019 FILED
GRIMES	JASON	SCHOOL ADMINISTRATOR	2020 FILED
HARRIS	DONALD	SCHOOL ADMINISTRATOR	2018 FILED
HARRIS	DONALD	SCHOOL ADMINISTRATOR	2019 FILED
HARRIS	DONALD	SCHOOL ADMINISTRATOR	2020 FILED
HENNELLY	PAMELA	SCHOOL ADMINISTRATOR	2019 FILED
HENNELLY	PAMELA	SCHOOL ADMINISTRATOR	2020 FILED
HERBERT	ALBERT	BOARD MEMBER	2020 FILED

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Last Name	First Name	Position Type	Submission Year
HOSSAIN	FAROOK	BOARD MEMBER	2019 FILED
HOSSAIN	FAROOK	BOARD MEMBER	2020 FILED
HYMAN	LAKECIA	SCHOOL ADMINISTRATOR	2018 FILED
HYMAN	LAKECIA	SCHOOL ADMINISTRATOR	2019 FILED
HYMAN	LAKECIA	SCHOOL ADMINISTRATOR	2020 FILED
ISLAM	KAZI	BOARD MEMBER	2020 FILED
JOHNSON	WALTER	BOARD MEMBER	2018 FILED
JOHNSON	WALTER	BOARD MEMBER	2019 FILED
JUBILEE	ERNEST	SCHOOL ADMINISTRATOR	2018 FILED
JUBILEE	ERNEST	SCHOOL ADMINISTRATOR	2019 FILED
JUBILEE	ERNEST	SCHOOL ADMINISTRATOR	2020 FILED
KNOX	JAMES	SCHOOL ADMINISTRATOR	2018 FILED
KNOX	JAMES	SCHOOL ADMINISTRATOR	2020 FILED
KNOX, JR.	JAMES	SCHOOL ADMINISTRATOR	2019 FILED
MEYERS	SARAH	SCHOOL ADMINISTRATOR	2018 FILED
MEYERS	SARAH	SCHOOL ADMINISTRATOR	2019 FILED
NICHOLSON	SHONTAI	SCHOOL ADMINISTRATOR	2020 FILED
NICHOLSON-HARRIS	SHONTAI	SCHOOL ADMINISTRATOR	2018 FILED
NICHOLSON-HARRIS	SHONTAI	SCHOOL ADMINISTRATOR	2019 FILED
PEYTON	MEDINA	SCHOOL ADMINISTRATOR	2018 FILED
PEYTON	MEDINA	SCHOOL ADMINISTRATOR	2019 FILED
PEYTON	MEDINA	SCHOOL ADMINISTRATOR	2020 FILED
RICKETTS	CELESTE	SCHOOL ADMINISTRATOR	2018 FILED
RICKETTS	CELESTE	SCHOOL ADMINISTRATOR	2019 FILED
RICKETTS	CELESTE	SCHOOL ADMINISTRATOR	2020 FILED
ROSE	ATIBA	SCHOOL ADMINISTRATOR	2018 FILED
ROSE	ATIBA	SCHOOL ADMINISTRATOR	2019 FILED
ROSE	ATIBA	SCHOOL ADMINISTRATOR	2020 FILED
SABIO	CORNELIO	SCHOOL ADMINISTRATOR	2018 FILED

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Last Name	First Name	Position Type	Submission Year
SABIO	CORNELIO	SCHOOL ADMINISTRATOR	2019 FILED
SABIO	CORNELIO	SCHOOL ADMINISTRATOR	2020 FILED
SAUNDERS	DIANE	SCHOOL ADMINISTRATOR	2018 FILED
SAUNDERS	DIANE	SCHOOL ADMINISTRATOR	2019 FILED
SAUNDERS	DIANE	SCHOOL ADMINISTRATOR	2020 FILED
SINGER	TRACEY	SCHOOL ADMINISTRATOR	2019 FILED
SINGER- ALLEN	TRACEY	SCHOOL ADMINISTRATOR	2020 FILED
SMALL	LAQUETTA	SCHOOL ADMINISTRATOR	2018 FILED
SMALL	LAQUETTA	SCHOOL ADMINISTRATOR	2019 FILED
SMALL	LAQUETTA	SCHOOL ADMINISTRATOR	2020 FILED
STEELE	SHAY	BOARD MEMBER	2018 FILED
STEELE	SHAY	BOARD MEMBER	2019 FILED
STEELE	SHAY	BOARD MEMBER	2020 FILED
THOMAS	ALLEN	BOARD MEMBER	2018 FILED
THOMAS	ALLEN	BOARD MEMBER	2019 FILED
THOMAS	ALLEN	BOARD MEMBER	2020 FILED
WEEKES	BRUCE	BOARD MEMBER	2018 FILED
WILLIAMS	KENDALL	SCHOOL ADMINISTRATOR	2019 FILED
WILLIAMS	KENDALL	SCHOOL ADMINISTRATOR	2020 FILED
WILLIAMS	SHELLEY	SCHOOL ADMINISTRATOR	2018 FILED
WILLIAMS	SHELLEY	SCHOOL ADMINISTRATOR	2019 FILED
WILLIAMS	SHELLEY	SCHOOL ADMINISTRATOR	2020 FILED
YAHN	SHERRY	SCHOOL ADMINISTRATOR	2018 FILED
YAHN	SHERRY	SCHOOL ADMINISTRATOR	2019 FILED
YAHN	SHERRY	SCHOOL ADMINISTRATOR	2020 FILED
ZAPPIA	SHARON	BOARD MEMBER	2018 FILED
ZAPPIA	SHARON	BOARD MEMBER	2019 FILED

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Statewide

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Lt. Governor Sheila Oliver
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