

ORIGINAL FILED

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

OCT - 5 2012
Mark Falk

~~PATTY SHWARTZ~~
U.S. MAG. JUDGE

UNITED STATES OF AMERICA : CRIMINAL COMPLAINT
: :
v. : :
: :
SCOTT J. FARLEY : Mag. No. 12-3683 (MF)

I, Gregory Sheehy, being duly sworn, state the following is true and correct to the best of my knowledge and belief.

From at least in or about September 2009 to in or about June 2011, in Union County, in the District of New Jersey and elsewhere, defendant

SCOTT J. FARLEY,

being an agent of a local government agency, embezzled, stole, obtained by fraud and otherwise without authority knowingly converted to the use of any person other than the rightful owner and intentionally misapplied, property valued at \$5,000 or more that was owned by, and was under the care, custody, and control of such local government agency, namely, the Elizabeth Board of Education. that received in excess of \$10,000 in federal program benefits within the relevant one-year periods.

In violation of Title 18, United States Code, Section 666(a)(1)(A) and Section 2.

I further state that I am a Special Agent with the Federal Bureau of Investigation, and that this complaint is based on the following facts:

SEE ATTACHMENT A

continued on the attached page and made a part hereof.


Gregory Sheehy, Special Agent
Federal Bureau of Investigation

Sworn to before me and subscribed in my presence,
October 5, 2012, at Newark, New Jersey

HONORABLE MARK FALK
UNITED STATES MAGISTRATE JUDGE


Signature of Judicial Officer

ATTACHMENT A

I, Gregory Sheehy, am a Special Agent with the Federal Bureau of Investigation ("FBI"). 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. Because this Attachment A is submitted for the limited purpose of establishing probable cause, I have not included herein the details of every aspect of the investigation. Statements attributable to individuals contained in this Attachment are related in substance and in part, except where otherwise indicated.

1. At all times relevant to this Complaint:
 - a. Defendant SCOTT J. FARLEY (hereinafter, "defendant FARLEY") was employed by the Elizabeth, New Jersey Board of Education (the "EBOE") as an Attendance Liaison Officer.
 - b. The EBOE was a local government agency that received federal program benefits in excess of \$10,000 each year beginning January 1, 2009 through December 31, 2011.

2. Defendant FARLEY was hired pursuant to annual ten-month contracts which spanned the school year, starting on September 1st of each year and ending on June 30th of the following year. For school calendar year 2009-2010, defendant FARLEY received a salary of approximately \$40,499. For school calendar year 2010-2011, defendant FARLEY received a salary of approximately \$42,825.

3. During school years 2009-2010 and 2010-2011, the EBOE employed six Attendance Liaison Officers, including defendant FARLEY. According to the supervisor for the Attendance Liaison program, Attendance Liaison Officers were responsible for conducting home visits relating to excessive student absences. According to the supervisor, each Attendance Liaison Officer was paid to work a shift from approximately 8:15 a.m. until 3:05 p.m. on days when school is in session. Each Attendance Liaison Officer was assigned specific schools to monitor.

4. During the period from 2009 through 2011, defendant FARLEY also maintained part-time employment with a private corporation (the "Corporation"), which was located in Mountainside, New Jersey. Since at least June 2007, defendant FARLEY had worked in the Shipping and Receiving Department of the Corporation. At the time of his termination from the Corporation in approximately February 2012, defendant FARLEY was being paid at a rate of approximately \$16.00 per hour. According to the Controller of the Corporation, defendant FARLEY submitted time sheets detailing the hours he worked each week which were signed off by his supervisor with strict oversight. This created a record showing when he had worked at the Corporation's facility thus enabling the Corporation to determine the amount of compensation that defendant FARLEY should receive.

5. During school calendar year 2009-2010, defendant FARLEY regularly began his work shifts at the Corporation's facility during periods when he was being paid to perform his duties on behalf of the EBOE. For example, during the week of November 30, 2009 through December 4, 2009, records show that defendant FARLEY was working at the Corporation's Mountainside facility for a total of approximately 12 and one-half hours during periods for which he was being compensated by the EBOE. Specifically, on Monday, November 30, 2009, defendant FARLEY clocked into work at the Corporation's facility at 1:30 p.m. and worked until 5:30 p.m. (even though his employment with the EBOE required him to work until just past 3:00 p.m.). On Tuesday, December 1, 2009, defendant Farley reported for work at the Corporation's facility at 12:00 p.m. and worked until 5:30 p.m. On Wednesday, December 2, 2009, defendant FARLEY commenced work at the same facility at 12:30 p.m. and remained there until 7:00 p.m. Similarly, on Thursday, December 3, 2009, defendant FARLEY reported for work at the Corporation's facility at 12:00 p.m. and worked until 6:00 p.m. Finally, on Friday, December 4, 2009, defendant FARLEY began his shift with the Corporation at 12:30 p.m. and worked there until 5:30 p.m. For all five dates, defendant FARLEY was being compensated by the EBOE and was expected to work in their employ until approximately 3:05 p.m. each day.

6. During school calendar year 2009-2010, defendant FARLEY also informed the EBOE that he was sick on certain dates when he was being compensated for his work as an Attendance Liaison Officer and thus unable to perform his duties in that capacity. On several occasions when he reported that he was sick, he nevertheless worked at the Corporation's facility during hours when he was supposed to be performing his duties as an Attendance

Liaison Officer. For example, on January 13, 2010, defendant FARLEY worked at the Corporation's facility from 8:30 a.m. until 5:00 p.m. while taking a sick day in conjunction with his position at the EBOE. The following day, January 14, 2010, defendant FARLEY likewise took a sick day with the EBOE but worked at the Corporation's Mountainside facility from 9:30 a.m. until 5:00 p.m. During the following week, defendant FARLEY took four additional sick days from January 19, 2010 through January 22, 2010 but nevertheless worked at the Corporation's facility for a total of 32 and one-half hours.¹

7. During school calendar year 2009-2010, defendant FARLEY also worked at the Corporation's facility in Tampa, Florida on days when he was being compensated for work as an Attendance Liaison Officer for the EBOE. For example, defendant FARLEY was compensated for his work for the Corporation in Tampa, Florida for the period from 8:00 a.m. until 5:00 p.m. on October 5th, October 6th, October 7th, and October 8th of 2009. On each of these same dates, he was being compensated by the EBOE. Similarly, defendant FARLEY was paid for 31 and one-half hours of work that he performed at the Corporation's facility in Tampa, Florida on March 30, 2010, March 31, 2010 and April 1, 2010. He reported to the EBOE that he was sick on each of those dates.

¹ According to an individual who served in a supervisory position in the Human Resources Department during the 2009-2010 and 2010-2011 school years, EBOE employees were entitled to take one sick day per year to care for a family member, while any additional days used for such care would be charged as vacation or personal leave days. Otherwise, sick leave could only be used if the employee was personally ill. Under no circumstances was an employee allowed to utilize a sick day while working a second job.

8. The following chart sets forth the approximate number of hours each month during the 2009-2010 school calendar year that defendant FARLEY worked at a facility of the Corporation in either Mountainside, New Jersey or Tampa, Florida during hours that he was being paid to perform work on behalf of the EBOE as an Attendance Liaison Officer:

MONTH	APPROXIMATE NUMBER OF HOURS WORKED AT A CORPORATION FACILITY DURING HOURS FOR WHICH DEFENDANT WAS BEING PAID FOR HIS PERFORMANCE OF DUTIES WITH THE EBOE
September 2009	24
October 2009	56.5
November 2009	31.5
December 2009	28
January 2010	75
February 2010	57
March 2010	38
April 2010	39
May 2010	10
June 2010	0
TOTAL NUMBER OF HOURS	359

9. During school calendar year 2010-2011, defendant FARLEY continued to work at the Corporation's facility in Mountainside, New Jersey during time periods when he was being compensated by the EBOE. For example, during the week of April 11, 2011 through April 15, 2011, defendant FARLEY received compensation from the Corporation for a total of 12 hours which overlapped with time periods for which he was being compensated for his work as an Attendance Liaison Officer for the EBOE. Specifically, on Monday, April 11, 2011, defendant FARLEY reported for work at the Corporation's facility at 12:00 p.m. and worked there until 2:30 p.m. On Tuesday, April 12, 2011, defendant FARLEY began working at the Corporation's facility at 11:00 a.m. and worked there until 2:30 p.m. On Wednesday, April 13, 2011, defendant FARLEY began his shift for the Corporation at 11:30 a.m. and worked

until 3:30 p.m. Finally, on Thursday, April 14, 2011, defendant FARLEY began work at the Corporation's facility at 11:00 a.m. and worked until 1:30 p.m.

10. The following chart provides the approximate number of hours each month during the 2010-2011 school calendar year that defendant FARLEY worked at the Corporation's facility in Mountainside, New Jersey during hours that he was being paid to perform work on behalf of the EBOE as an Attendance Liaison Officer:

MONTH	APPROXIMATE NUMBER OF HOURS WORKED AT THE CORPORATION'S FACILITY IN MOUNTAINSIDE, NJ DURING HOURS FOR WHICH DEFENDANT WAS BEING PAID FOR HIS PERFORMANCE OF DUTIES WITH THE EBOE
September 2010	19
October 2010	32.5
November 2010	14.5
December 2010	24
January 2011	35
February 2011	39
March 2011	41.5
April 2011	33.5
May 2011	41
June 2011	18.5
TOTAL NUMBER OF HOURS	298.5

11. For school calendar year 2009-2010, defendant FARLEY was compensated for a total of approximately 359 hours by the EBOE when he actually was working at a facility run by the Corporation in either Mountainside, New Jersey or Tampa, Florida. The estimated loss to the EBOE for the year was approximately \$11,745. For school calendar year 2010-2011, defendant FARLEY was compensated for a total of approximately 289 hours by the EBOE when he was working at the Corporation's facility in Mountainside, New Jersey. The estimated loss to the EBOE for this school year was approximately \$10,320.