
JOHN CAMPBELL	:	BEFORE THE SCHOOL ETHICS COMMISSION
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	:	
v.	:	
	:	
DAVID STEVENSON KEARNY BOARD OF EDUCATION HUDSON COUNTY	:	Dkt. No. C04-11 DECISION
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PROCEDURAL HISTORY

This matter arises from a complaint filed on January 25, 2011 by John Campbell alleging that David Stevenson, a member of the Kearny Board of Education (“Board”) violated the School Ethics Act (“Act”), N.J.S.A. 18A:12-21 et seq. By notice dated January 28, 2011, the complainant was notified that the complaint was deficient and, therefore, not accepted. On February 14, 2011, the complainant submitted an amended complaint, which was accepted. Therein, the complainant alleges that the respondent violated N.J.S.A. 18A:12-24.1(c) and (g) of the Code of Ethics for School Board Members.¹ The respondent filed an answer on March 10, 2011. The answer alleged that the complaint is frivolous. Pursuant to N.J.A.C. 6A:28-7.2(b), the complainant submitted a reply to the frivolous allegation on April 13, 2011.

The parties were notified by letter dated March 28, 2011 that the Commission would consider this matter at its April 26, 2011 meeting in order to make a determination pursuant to N.J.A.C. 6A:28-10.8(a) as well as to consider the allegation of frivolousness. At its meeting on April 26, 2011, the Commission voted to find that the above-captioned complaint was not frivolous, in accordance with the standard set forth at N.J.A.C. 6A:28-1.2. Additionally, pursuant to N.J.A.C. 6A:28-10.8(a), the Commission voted to retain this complaint for hearing.

By letter dated June 20, 2011, the parties were notified that this matter would be scheduled for hearing at the Commission’s meeting on September 27, 2011. Both the complainant and respondent appeared *pro se*. After hearing all testimony, as summarized below, the Commission voted during the public portion of its meeting to find that the respondent violated N.J.S.A. 18A:12-24.1(g).

SUMMARY OF THE RECORD

The complainant, John Campbell, testified that the respondent released confidential information to The Observer, a newspaper, as shown in its publication of December 1, 2010. Exhibit C-1, the article in the The Observer, was accepted into evidence. Mr. Campbell stated

¹ The Commission noted that the complaint asserts a violation of “NJAC 18A:12-24.1(c)” and “NJAC 18A:12-24.1(g)” rather than N.J.S.A. 18A:12-24.1(c) and (g) (Complaint at p. 1). Therefore, the Commission informed the parties that unless otherwise notified by the complainant, it would review this complaint as alleging a violation of N.J.S.A. 18A:12-24.1(c) and (g) of the Code of Ethics for School Board Members.

that the information pertained to a legal bill for his representation in another matter. The invoice was presented in the Board's closed session discussions and, therefore, should not have been released to the press. Later, in response to a question from the Commission, Mr. Campbell stated that, when the Board was considering this invoice for legal services, he stepped out of the room. Mr. Campbell further stated that the respondent, along with the Business Administrator, paid the Board's architect \$82,107 in advance of the Board approving the payment, which is a violation of the Act.

Paul Castelli is the Vice President of the Board. He testified that at the July 19, 2010 meeting, the Board approved the payment of a retainer of \$2,500 for Frederick Dunne, Esq., who represented Mr. Campbell in another matter. According to Mr. Castelli, at the November 2010 meeting, the Board discussed Mr. Dunne's final bill in closed session. Mr. Castelli stated that he did not know how the information about Mr. Dunne's final bill got into the newspaper article in Exhibit C-1. He believed that the information about the final bill was to be held confidential and could not be given out until the next meeting when the closed session minutes were approved by the Board.

In response to questions from the Commission, Mr. Castelli clarified that Mr. Dunne's final invoice was sent through the Board attorney and that was the first that the Board heard about the bill. He testified that to his knowledge, no one outside of the Board would have been aware that the final bill was sent to the Board for consideration. The minutes of the Board's closed session typically are not specific about topics that were discussed. When the Board goes into closed session, the audience does not have any idea what will be discussed by the Board.

Robert O'Malley is a member of the Board and the present chairperson of the Facilities Committee. Mr. O'Malley testified about a large noise abatement project that was ongoing at the High School. He recalled that in August of 2010, the architect confronted the District's Director of Operations because he wanted to be paid before preparing bid documents associated with the project. According to Mr. O'Malley, the architect, Mr. Gibson, contacted the Director of Operations, Mark Bruscano, demanding to be paid in advance of a Board meeting. Mr. Bruscano then called Mr. O'Malley who described Bruscano as "pretty wound up" after his discussion with Gibson. Bruscano told O'Malley that the architect was seeking payment and Bruscano told the architect that he did not have the authority to give him a check in advance of a Board meeting. Mr. Bruscano told the architect he could not give him the money. Bruscano called O'Malley and explained what happened. O'Malley said that he understood and would back up Mr. Bruscano's position. He was clear that no one wanted to jeopardize a construction project that was years in the making. According to Mr. O'Malley, the entire project would cost about 38 million, but with no expense to the taxpayers, since it was a grant from the Port Authority and the SDA [Schools Development Authority]. Mr. O'Malley recalled these events to have taken place on Wednesday August 11, 2010 and the Board's next meeting was the following Monday.

Mr. O' Malley testified that the same day, as a member of the Facilities Committee, he took part in a conference call, along with the respondent, who was the chairperson of the committee at the time, and Mark Bruscano. Mr. O'Malley stated that during the conference call, the respondent acknowledged that Gibson was out of line, but Mr. Stevenson also did not want to jeopardize the project. On this point, they agreed. However, it was O'Malley's belief that the

architect was attempting to "strong arm" the Board when he was days away from the Board meeting. Mr. O'Malley thought that they should support Bruscano and not pay the architect. According to O'Malley, the respondent said that he would discuss the matter with Jim Doran, who was a member of the Facilities Committee, but he was not going to talk to Mr. Campbell, who was also a member of the Facilities Committee.

On cross-examination, Mr. O'Malley denied that it was he who suggested that Gibson be offered a lesser amount, like \$60,000. In response to questions from the Commission, O'Malley explained that the project had been underway for about five years. Gibson's contract was already prepared and approved by the Board, with all line items spelled out. To O'Malley's knowledge, the Board had not approved a general scope of payment to Gibson; the architect would bill the Board monthly. He would send the Board invoices for a percentage of the work performed. Mr. O'Malley also testified that the Superintendent did not speak to him about the issue of the architect wanting payment and he did not believe that the Superintendent weighed in at all. He did not know if the Business Administrator was involved in the discussion.

Kenneth Lindenfelser, Esq., served as the Board's attorney until June 30, 2011. He is now special counsel to the Board. Mr. Lindenfelser was the Board's attorney during the November 22, 2010 meeting and he oversaw the closed session. Mr. Lindenfelser testified that on October 22, 2010, he received a facsimile from Mr. Dunne enclosing a bill for services which he rendered on behalf of Mr. Campbell. Mr. Lindenfelser informed the respondent of Mr. Dunne's fax, since the respondent was the Board President. On cross-examination, Mr. Lindenfelser testified that the amount of the bill was \$6,637.50. It was his normal practice to bring any such correspondence to the next Board meeting. Mr. Lindenfelser stated that the correspondence from Mr. Dunne had the final figure in it. He does not recall if he made copies of the correspondence for the Board. Mr. Lindenfelser made it clear that he was bound by attorney client privilege and could not state whether the final bill was actually discussed in closed session in November. When shown Exhibit C-1, Mr. Lindenfelser testified that he never discussed an invoice amount with anyone in the press.

Mark Bruscano has been the Director of Operations in the District for six years. Before taking that position, he was the Supervisor of Plant Operations for six years. He explained that the construction project in question is funded about 60% by the Port Authority/FAA [Federal Aviation Authority] and 40% by the SDA, at no cost to the taxpayers. Gibson, the architect, had a contract broken out for different phases of the project. The contract was prepared about five years ago. Mr. Bruscano testified that, at the time, the respondent was the Board President and the chair of Facilities Committee. He explained that the District had a project with a deadline in order to get funding from the Port Authority/FAA. The bid process had to be completed so as not to miss the funding window. Missing the funding window would mean waiting another year. The architect said that the District must meet the deadline. According to Bruscano, Gibson called and said bids have to go out, but Gibson could not do this without money to pay his consultants so they could release the bid specifications. Bruscano said the conversation took place on a Thursday night. The architect said he needed his payment immediately. Mr. Bruscano talked to the Superintendent, who recommended that Bruscano call the respondent. Mr. Bruscano called the respondent and told him that the District might lose the funding for the project. They discussed it and agreed to get Mr. O'Malley on the phone for a conference call; O'Malley was

also on the Facilities Committee. Mr. Bruscano testified that no one was happy about the situation; however, fear of losing the project was a major concern. Originally the window was set at 60 days to get the specifications out. However, the window was later compressed to a shorter amount of time. After the conference call, Bruscano called the Business Administrator and he said the District could cut the architect a check so the bids could go out.

Mr. Bruscano testified that O'Malley suggested during the conference call that a lesser amount, which he believed was \$60,000, be offered to Gibson. At the end of the call, Bruscano was to speak with the Business Administrator, then with the architect. Bruscano explained that the Business Administrator is his boss; Bruscano cannot allocate funds. Bruscano testified that he called the architect and suggested the lesser amount of payment; the architect was upset by this suggestion since the number was already agreed upon by the Board in a contract that was made five years ago. Bruscano testified that he called the respondent at the suggestion of the Superintendent to get the respondent's opinion on the situation because of his expertise. Bruscano affirmed that the respondent has never inserted himself into the day-to-day operations of his office, and has never directed him to do anything as an administrator. The respondent's input during the conference call was an opinion. Bruscano could not recall whether, at the end of the conference call, the respondent stated that he would reach out to Mr. Doran and that Mr. O'Malley agreed to reach out to Mr. Campbell as the other members of the Facilities Committee.

On cross-examination, Bruscano underscored that because this funding was coming from the Port Authority/FAA, the District could have missed the funding window and the District would have had to wait another year if they did not get the bids out. He underscored that although he did not want to pay Gibson, after discussion, he believed Gibson needed to be paid so as not to jeopardize the project. Bruscano stressed that Gibson's demand was not a change order, but rather an amount consistent with his existing contract. In response to questions from the Commission, Bruscano stated that there was a contract with a previously-approved payment schedule, including an amount specific to presentation of the bid packages. According to Bruscano, Gibson did not have the money to cover the consultants in advance of the Board meeting. Mr. Bruscano explained that change orders are approved by the Board, but are not held up for health and safety reasons. The Business Administrator would determine whether payment was necessary. Mr. Bruscano did not know if the Board had a policy allowing retroactive payments to vendors. The Commission accepted Exhibit R-1 into evidence, which is a letter written by Mr. Bruscano in support of the respondent's answer, dated March 7, 2011.

Michael DeVita has been the Business Administrator/Board Secretary since December 2009. He affirmed that the respondent has never inserted himself into the day-to-day operations of his office and he could not recall any time when the respondent directed staff or administrators to take any particular action. Mr. DeVita's office processes disbursements. The respondent never directed Mr. DeVita or anyone in his office to pay Mr. Gibson.

On cross-examination, Mr. DeVita explained the procedure for paying vendors. He stated that each month the District has purchase orders; when the materials associated with the orders are received, he gets an invoice. The person receiving the materials signs off on the invoice and the bill list is presented to the Board for approval. This is about a 30-day process. Once

approved, the bill can be paid the next day. On the issue of paying Gibson \$82,107, Mr. DeVita testified that he had a conversation with Mr. Bruscano. Mr. DeVita was not in the office at the time that Bruscano spoke with Gibson. Bruscano called the Facilities Committee and let them know about the request. No one wanted to hold up the project. After speaking with the Facilities Committee, Bruscano told DeVita that the committee was “OK with it.” DeVita explained that for this project, when the Board releases payment, it then sends the Port Authority proof of payment and the Port Authority reimburses the Board. DeVita recalled that after speaking to Bruscano, he contacted the bookkeeper who cuts the checks and he told her that it was “OK to do the check.” She cut the check and gave it to Bruscano. Gibson came in to get the check. In response to questions from the Commission, Mr. DeVita clarified that it was he who had the authority to issue the check, after speaking with Mr. Bruscano, who consulted with the Superintendent. Mr. DeVita stated that he may cut a check before the Board acts on it, although there has not been one of this magnitude. He stated that the Board approved the check to the architect at its meeting on August 16, 2010. Gibson’s contract was broken out into phases, including payment of preparation of bid documents.

Complainant’s Exhibits

C-1	Article dated December 1, 2010 from the Kearny Observer.
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Respondent’s Exhibits

R-1	Letter to the Commission from March Bruscano, dated March 7, 2011.
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FINDINGS OF FACT

As the trier of fact in this matter, the Commission had the opportunity to observe the demeanor of the witnesses and to judge their credibility. The following are the facts based on the credible testimony and documents on the record. In so finding, the Commission notes that the respondent chose not to testify on his own behalf, although he was accorded the opportunity to do so. The Commission explained to the respondent that in not testifying, it would be left to rely on the respondent’s witnesses, along with his answer. Nevertheless, the respondent declined to testify.

1. The respondent was at all times relevant to this matter a member of the Board of Education.
2. On October 22, 2010, Board counsel Kenneth Lindenfelser, Esq., received a facsimile from Frederick Dunne, Esq., in connection with legal services that had been provided to Mr. Campbell in another matter. The amount of the bill was \$6,637.50. Mr. Lindenfelser informed the respondent of Mr. Dunne’s fax, since the respondent was the Board President. It was Mr. Lindenfelser’s practice to bring any such correspondence to the next meeting, which would have been on November 22, 2010.
3. During a closed session meeting on November 22, 2010, the Board discussed a final bill that was submitted by Frederick Dunne, Esq.
4. The Observer printed an article on December 1, 2010 which states, in relevant part:

Dunne has asked the board to pay his client's legal fees, which according to Stevenson, amount to "about \$6,800." The board is reviewing the bill, Stevenson said.

The board will have to convene in public session at some point to vote on the payment, said board attorney Ken Lindenfelser. (Exhibit C-1)

5. In speaking to The Observer, the respondent referred to the pending bill for legal fees from Mr. Dunne for about \$6,800 which, as of December 1, 2010, had only been discussed by the Board in closed session.
6. A large-scale noise abatement project was underway at the Kearny High School. The project was receiving significant funding from the Port Authority of NY/NJ and the Federal Aviation Authority, at no cost to the taxpayers. The District was under a compressed period of time to meet a deadline for obtaining bid documents. If the bid documents could not be provided by the deadline date, the funding would be jeopardized. (Exhibit R-1)
7. On August 12, 2010, Mark Bruscano, Director of Operations, received a call from Mr. Gibson, the architect associated with the project. Gibson requested payment for the preparation of bid documents. A Board meeting was scheduled for August 16, 2010. Mr. Gibson stressed to Mr. Bruscano that he could not wait until August 16 and the bid documents needed to be provided in order to meet the Port Authority/FAA deadlines. (Exhibit R-1)
8. Mr. Bruscano contacted the Superintendent who suggested that Bruscano call the respondent. Mr. Bruscano then called the respondent, as the chairperson of the Facilities Committee. Thereafter, Mr. O'Malley was brought into the discussion via conference call since O'Malley was also a member of the Facilities Committee. (Exhibit R-1)
9. During the call, a suggestion arose to pay Gibson a lesser amount of about \$60,000 to satisfy his demand. However, Gibson rejected this offer in a conversation with Bruscano. The amount requested by Gibson (\$82,107) was predetermined by the contract that was executed between the Board and Gibson about five years earlier. (Exhibit R-1)
10. Although Mr. Campbell was a member of the Facilities Committee, he was not consulted on this issue and was not brought into the conference call.
11. After consulting with the respondent and O'Malley, Mr. Bruscano contacted the Business Administrator, Michael DeVita, and informed him that the Facilities Committee was "OK" with issuing the payment to Gibson. Mr. DeVita contacted the bookkeeper who cut the check for Gibson.
12. The Board ratified the payment to Gibson at its meeting on August 16, 2010.

ANALYSIS

The complainant bears the burden of factually proving any violations of the Code of Ethics for School Board Members in accordance with the standards set forth at N.J.A.C. 6A:28-6.4(a). See also, N.J.S.A. 18A:12-29(b).

Count 1

In the first count of the complaint, the complainant asserts that the respondent released confidential information obtained in closed executive session on November 22, 2010 to a newspaper, which was published on November 30, 2010. The information concerned litigation and was provided to the Board in closed session. The complainant asserts this was a violation of N.J.S.A. 18A:12-24.1(g). (Complaint at p. 1) In his answer to the charge that he released confidential information, the respondent contends that the information was not confidential. The respondent avers:

The complainant was not present during the closed session and there is no record that this information was provided to the Board of Education by the Attorney in Executive closed session; any information that the complainant received pertaining to this closed session is hearsay.

As of November 22, 2010, there was no litigation associated with this matter and, to date, I am not aware of any litigation associated with this matter.²

I do not believe the comment highlighted and circled in the copy of the Kearny Observer news article, referred to as Exhibit 1 and attached to the complaint (“according to Stevenson, amount to about \$6,800. The Board is reviewing the bill Stevenson said”) [sic], to be confidential information. Anyone submitting an OPRA request form would be entitled to a copy of that invoice as a “public record”. . [sic] To further support my position that an invoice submitted for payment to a board of education is not confidential information, in this case an invoice for the payment of Mr. Campbell’s legal bill, please see attached a copy of the open session minutes of July 19, 2010 meeting in which, under the heading of “New Business”, Board Member Paul Castelli introduced a motion to authorize payment of a retainer fee of \$2,500.00 to Frederick Dunne, Esq., to cover the legal costs associated with the ethics charge filed against Board member John Campbell. (Answer at pp. 1-2)

² The respondent appears to refer to the matter entitled Frank Digesere v. John Campbell, Kearny Bd. of Ed., Hudson County, C02-10 (October 26, 2010), Commissioner of Education Decision No. 534-10SEC, decided December 13, 2010, which is the proceeding discussed in Exhibit C-1.

The complainant contends that the respondent's statement, as quoted in The Observer, was a violation of N.J.S.A. 18A:12-24.1(g), which provides:

I will hold confidential all matters pertaining to the schools which, if disclosed, would needlessly injure individuals or the schools. In all other matters, I will provide accurate information and, in concert with my fellow board members, interpret to the staff the aspirations of the community for its school.

The Commission's regulations require that:

Factual evidence of a violation of the confidentiality provision of N.J.S.A. 18A:12-24.1(g) shall include evidence that the respondent(s) took action to make public, reveal or disclose information that was not public under any laws, regulations or court orders of this State, or information that was otherwise confidential in accordance with board policies, procedures or practices. Factual evidence that the respondent violated the inaccurate information provision of N.J.S.A. 18A:12-24.1(g) shall include evidence that substantiates the inaccuracy of the information provided by the respondent(s) and evidence that establishes that the inaccuracy was other than reasonable mistake or personal opinion or was not attributable to developing circumstances. N.J.A.C. 6A:28-6.4(a)7.

The respondent did not deny that he spoke with a reporter from The Observer and he did not challenge the accuracy of the information in the article in Exhibit C-1. Neither did the respondent object to Exhibit C-1 coming into the record. Rather, in his answer to the charge that he released confidential information, the respondent contends that the information was not confidential. However, on this record, the Commission is compelled to conclude that because the legal bill in question had only been discussed in closed session on November 22, 2010, when the respondent spoke with someone from the The Observer on or about December 1, 2010 and provided specific information about the amount of the legal invoice, he disclosed information to the public which was still confidential. The Commission so finds, notwithstanding that this bill might, at a later date, have become a matter of public record. Accordingly, the Commission finds that the complainant has factually established that the respondent violated N.J.S.A. 18A:12-24.1(g).

Count 2

In the second count, the complainant asserts that the respondent "acted independently for the Board by directing payment of \$82,107 to the Board architect David Gibson without Board approval and against the recommendation of the Director of Plant Operations and the Board Facilities Committee." (Complaint at p. 1) The complainant asserts this was a violation of N.J.S.A. 18A:12-24.1(c). The respondent states in his answer that Mr. Bruscano called him on

August 12, 2010 about Mr. Gibson's demand for payment in advance of the August 16th Board meeting. A conference call ensued with Mr. Brusino, the respondent and Mr. O'Malley on that day. The respondent avers, "Mr. Brusino relayed the dilemma and Mr. Brusino, Mr. O'Malley and I agreed that to risk the 22 million dollar grant would not be in the best interest of the District." (Answer at p. 2) The respondent affirms that they discussed proposing a lesser amount to the architect, but that proposal was rejected. The respondent states,

According to my understanding, the check was cut, the architect picked up the check, the drawings went out, the Board ratified the payment at the Monday, August 16th meeting, and the District did receive the 22 million dollar grant. (Id. at p. 3)

The complainant contends that the respondent's actions violated N.J.S.A. 18A:12-24.1(c), which provides:

I will confine my board action to policy making, planning, and appraisal, and I will help to frame policies and plans only after the board has consulted those who will be affected by them.

The Commission's regulations require that:

Factual evidence of a violation of N.J.S.A. 18A:12-24.1(c) shall include evidence that the respondent(s) took board action to effectuate policies and plans without consulting those affected by such policies and plans, or took action that was unrelated to the respondent's duty to:

- i. Develop the general rules and principles that guide the management of the school district or charter school;
- ii. Formulate the programs and methods to effectuate the goals of the school district or charter school; or
- iii. Ascertain the value or liability of a policy. N.J.A.C. 6A:28-6.4(a)3.

The record herein amply supports the conclusion that the Board was involved in a large-scale construction project at the Kearny High School. The respondent's involvement as the chair of the Facilities Committee and his actions relative to the Gibson demand for payment on August 12, 2010 may fairly be viewed as "board action," so as to implicate this provision. As such, the Commission finds that the respondent acted within the scope of his duties as a Board member and the chair of the Facilities Committee. The record herein simply does not support the complainant's allegation that the respondent "acted independently for the Board by directing payment of \$82,107" to the architect without Board approval and against the recommendation of the Director of Plant Operations and the Facilities Committee. Rather, it appears that the decision to pay Gibson in advance of the Board's meeting on August 16th was a joint decision between the administration and the Facilities Committee. The payment was effectuated by the Business Administrator. Clearly, no one was happy with the situation in which they found themselves. But the respondent's failure to consult with the complainant as a member of the

Facilities Committee does not render his actions in breach of N.J.S.A. 18A:12-24.1(c). Accordingly, the Commission finds that the complainant has failed to factually establish that the respondent violated N.J.S.A. 18A:12-24.1(c).

DECISION

For the reasons set forth above, the Commission finds that David Stevenson violated N.J.S.A. 18A:12-24.1(g) of the Code of Ethics for School Board Members.

PENALTY

The Commission recommends a penalty of reprimand as consistent with past findings of violation of this nature. See, I/M/O Valerie Jordan, High Bridge Bd. of Ed., Hunterdon County, C03-09 (April 20, 2010) Commissioner of Education Decision No. 173-10SEC, decided June 7, 2010, where the Commission found that the respondent violated N.J.S.A. 18A:12-24.1(g) when she posted inaccurate information on a website and when she transmitted to the Interim County Superintendent of Schools confidential correspondence from Board counsel; I/M/O Frank Pizzichillo, Fairview Board of Education, Bergen County, C17-02 (January 28, 2003), Commissioner of Education Decision No. 102-03SEC decided March 6, 2003, wherein the Commission found that a board member violated N.J.S.A. 18A:12-24.1(e) and (g) when he provided copies of an employee's records to a member of the public.

Pursuant to N.J.S.A. 18A:12-29(c), this decision shall be forwarded to the Commissioner of Education for review of the School Ethics Commission's recommended sanction. Parties may either: 1) file exceptions to the recommended sanction; 2) file an appeal of the Commission's finding of violation; or 3) file both exceptions to the recommended sanction together with an appeal of the finding of violation. Parties taking exception to the recommended sanction of the Commission but *not disputing* the Commission's finding of violation may file, within **13 days** from the date the Commission's decision is forwarded to the Commissioner, written exceptions regarding the recommended penalty to the Commissioner. The forwarding date shall be the mailing date to the parties, indicated below. Such exceptions must be forwarded to: Commissioner of Education, c/o Bureau of Controversies and Disputes, P.O. Box 500, Trenton, NJ 08625, marked "Attention: Comments on Ethics Commission Sanction." A copy of any comments filed must be sent to the School Ethics Commission and all other parties.

Parties seeking to appeal the Commission's finding of violation *must* file an appeal pursuant to the standards set forth at N.J.A.C. 6A:4 within **30 days** of the filing date of the decision from which the appeal is taken. The filing date shall be three days after the date of mailing to the parties, as shown below. In such cases, the Commissioner's review of the Commission's recommended sanction will be deferred and incorporated into the Commissioner's review of the finding of violation on appeal. Where a notice of appeal has been filed on or before the due date for exceptions to the Commission's recommended sanction (13 days from the date the decision is mailed by the Commission), exceptions need not be filed by that date, but may be incorporated into the appellant's briefs on appeal.

Robert Bender, Chairperson

Mailing Date: October 26, 2011

Resolution Adopting Decision – C04-11

Whereas, the School Ethics Commission has considered the pleadings filed by the parties, the documents submitted in support thereof, and the testimony of the parties from its hearing on September 27, 2011; and

Whereas, at its meeting on September 27, 2011, the Commission dismissed the allegation that the respondent violated N.J.S.A. 18A:12-24.1(c), but found that the respondent violated N.J.S.A. 18A:12-24.1(g) and recommended a penalty of reprimand; and

Whereas, at its meeting on October 25, 2011, the Commission agreed that the within decision accurately memorializes its findings and recommendations; and

Now Therefore Be It Resolved, that the Commission hereby adopts the within decision and directs its staff to notify all parties to this action of the decision.

Robert W. Bender, Chairperson

I hereby certify that the Resolution was duly adopted by the School Ethics Commission at its public meeting on October 25, 2011.

Joanne Boyle
Executive Director