
SHARON WADE SPEARMAN, ESQ.

v.

**AUDREY LASSITER,
IRVINGTON BOARD OF EDUCATION
ESSEX COUNTY**

**BEFORE THE
SCHOOL ETHICS COMMISSION**

**Docket No. C24-08
PROBABLE CAUSE NOTICE**

This matter arises from an initial complaint filed on June 23, 2008 on behalf of Sharon Wade Spearman, and an amended complaint filed on July 14, 2008, alleging that the respondent, Audrey Lassiter, a school administrator with the Irvington Board of Education, Essex County (Board), violated the School Ethics Act (Act), N.J.S.A. 18A:12-21 et seq. An answer and amended answer were filed on behalf of the respondent on August 15, 2008 and August 25, 2008, respectively. The matter was scheduled for a probable cause determination by the Commission on November 24, 2009, at which time the Commission voted to find no probable cause and to dismiss the complaint.¹

SUMMARY OF PLEADINGS, DOCUMENTS AND INVESTIGATION

The complainant asserts that the respondent is the Supervisor for Early Childhood Education and as such, she directs the Office of Early Childhood Education and advises the Superintendent and the Board in matters regarding that office, including entering into partnerships with outside entities to effectuate Early Childhood Education. According to the complaint, the respondent's daughter was employed at Creative Concepts Child Development Center II (CCCDC) as a paraprofessional. The CCCDC II is a private preschool operated by Barbara Sandifer. The complaint includes a copy of a memorandum dated August 21, 2007, at Exhibit B, that was sent by the respondent to the directors of preschool programs in the District. The memorandum lists respondent's daughter as an employee of CCCDC. (Complaint at paragraphs 1, 2 and 6)

The complainant alleges that on or about May 2007, Ms. Sandifer purchased a ticket for the respondent to attend an Alpha Kappa Alpha "card party" which Ms. Sandifer and respondent attended, along with the respondent's daughter.² The complainant further alleges that prior to the May 16, 2007 Board meeting, the respondent advised the Superintendent of Schools to recommend that the Board enter into a partnership with CCCDC to provide "wrap around" services for students in the District's preschools. On or about May 16, 2007, according to the

¹ On April 15, 2009, the State Board of Education adopted amendments to N.J.A.C. 6A:28, the regulations governing matters that come before the School Ethics Commission. These rules became effective on May 18, 2009. However, because the complaint in this matter was filed before May 18, 2009, the Commission followed procedures and rendered its determinations herein in accordance with the rules that were in effect at the time the complaint was filed. To the extent this decision cites to regulations, they are the regulations that were in effect when the complaint was filed.

² The complainant asserts that she did not become aware of this information until September 2007.

complainant, the Board adopted the Superintendent's recommendation and approved a partnership between the Board and CCCDC. The CCCDC receives funding from the State at a per pupil level of \$278/month. (Id. at paragraphs 3, 4, 5, 7)

The complainant further alleges:

- For the 2007-2008 school year, CCCDC provided wrap around services for approximately 290 students per month and the current approximate annual funding for the services is \$800,000. (Id. at paragraph 8);
- Ms. Sandifer also directs an organization called "Sister to Sister," which employs respondent's daughter and is located at the same address as CCCDC. (Id. at paragraph 9); and
- Respondent's daughter was recently transferred from employment at CCCDC to new employment with Sister to Sister to avoid questions by board members regarding a conflict of interest. Respondent's daughter's salary is paid from CCCDC Abbott program funds. (Id. at paragraph 10)

The complainant alleges that the respondent violated N.J.S.A. 18A:12-24(e) when she accepted the gift of a ticket to an event from Ms. Sandifer just prior to the Board's consideration of a partnership between itself and CCCDC. The complainant alleges that the respondent violated N.J.S.A. 18A:12-24(b) when she used her official position to secure unwarranted privileges, advantages and employment for others when she recommended or otherwise influenced the action of the Board to partner with CCCDC for the 2007-2008 school year.

The respondent acknowledges that she directs the Office of Early Childhood Education, that she reports to the Superintendent of Schools and that her daughter, Trinette Lassiter was employed by CCCDC, where she served as a paraprofessional. (Answer at paragraphs 1-2). The respondent admits that the Board approved a partnership between it and CCCDC to provide wrap around services for the 2007-2008 school year for students in its preschools and that CCCDC received funding from the State. (Id. at paragraph 5). The respondent denies, however, that Ms. Sandifer purchased a ticket for her to attend the card party and further denies that she recommended to the Superintendent that the Board enter into a "partnership" with CCCDC. (Id. at paragraphs 3, 4, 7) The respondent denies the balance of the allegations in the complaint.

The Commission invited the parties to attend its meeting on November 24, 2009 to aid in its investigation of this complaint. The complainant, Sharon Wade Spearman attended the meeting with counsel, Eric Taylor, Esq. The respondent, Audrey Lassiter, also attended the meeting with counsel, Wayne Oppito, Esq.

The complainant testified that she has been the Executive Director for Toddler Town Child Care Center for 27 years and she has known the respondent since the 2004-2005 school year. The complainant testified that Toddler Town once had a contract with the Board for preschool services for students ages 3 and 4. As such, the complainant stated that she dealt with the respondent and the Board's Early Childhood Office. The Board did not renew the contract

with Toddler Town as of March 2007. According to the complainant, the respondent would make recommendations to the Superintendent as to what centers would remain under contract and the Superintendent would accept her recommendations; the respondent's job was to "oversee the operations."

The complainant testified that Trinetta Lassiter is the respondent's daughter and she worked for CCCDC and, specifically for Barbara Sandifer, the Executive Director of CCCDC and the respondent's friend. The complainant referred to Exhibit B in her complaint, which was a list of persons who were to receive in-service training in August 2007; Trinetta Lassiter is on the list and identified as a paraprofessional at CCCDC, which is a preschool.

The complainant testified that her sorority, Alpha Kappa Alpha (AKA) hosted a "card party," which was a social event and fund raiser, in May 2007 and that she saw the respondent and Ms. Sandifer together at the party. The complainant explained that one did not need to be a member of the sorority to purchase a ticket or attend the party. However, the complainant stated that she saw a listing of people who purchased tickets and Ms. Sandifer purchased several tickets. Respondent's name was not on the list, yet she attended the party. In response to a question from the Commission, the complainant explained that she deduced that Ms. Sandifer purchased the respondent's ticket. The complainant said the ticket was about \$75. She also acknowledged that it was possible that a ticket could be purchased for someone and the purchaser would be reimbursed for the cost.

The complainant further testified that for the 2007-08 school year, the Board contracted with CCCDC for its wrap around services. She stated that she was at the meeting in May 2007 when the Board approved the contract with CCCDC and she questioned why they were getting the contract when it was a new preschool, but the Board would not respond. According to the complainant, the respondent said she selected the CCCDC because she thought they were in the best position to deliver the services. In closing, the complainant stated that it is irrelevant what happened prior to the 2007-2008 school year, when the CCCDC obtained the contractor with the Board and the respondent's daughter received a benefit from the contract.

Audrey Lassiter has been employed by the Board as the Supervisor of Early Childhood for six years. She testified that the Board had a contract with Toddler Town before she came to work for the District. Additionally, the respondent testified that the Board had been contracting with CCCDC before she was employed. The respondent acknowledged that her daughter was once employed by CCCDC; she started working for them after the respondent came to the District. At the time, the program was being supervised by another employee who died in 2006. After that employee died, the respondent became responsible for supervising the CCCDC program.

The respondent further explained that when she arrived at the District, there was no in-District preschool program. CCCDC relinquished one of their centers and the Board took over that location and started the first in-District preschool operation. Thereafter, CCCDC obtained the contract to provide wrap around (*i.e.*, before school and after school) services. The respondent further stated that CCCDC is geographically close to Toddler Town.

The respondent acknowledged that she attended the card party in May 2007. She testified that she purchased a ticket to the party, but not from Ms. Sandifer, for approximately \$40. The respondent further testified that the contract with Toddler Town was not renewed in 2007, pursuant to a recommendation from the Superintendent; after the District found “irregularities,” the State monitor investigated and the Board chose not to renew the Toddler Town contract.

FINDINGS OF PROBABLE CAUSE

This matter was before the Commission for a determination of probable cause. That is, the Commission must determine, based on the documentary and testimonial evidence before it, whether probable cause exists to credit the allegations in the complaint. A finding of probable cause is not an adjudication on the merits, but, rather, an initial review whereupon the Commission makes a preliminary determination whether the matter should proceed to an adjudication on the merits, or whether further review is not warranted.

When making a probable cause determination, the Commission reviews the complaint and answer provided by the complainant and respondent, together with any relevant documentation. N.J.A.C. 6A:28-6.7(d)6. Additionally, in order to carry out the Commission’s responsibilities under the School Ethics Act to determine whether probable cause exists, the Commission is authorized to conduct investigations, hold hearings, compel the attendance of witnesses and the production of documents and examine such witnesses under oath. N.J.S.A. 18A:12-28(b).

The complainant alleges that the respondent accepted a gift from a vendor, then recommended that the Board contract with the vendor, which benefited the respondent’s daughter, in violation of N.J.S.A. 18A:12-24(b) and (e), which state, respectively:

No school official shall use or attempt to use his official position to secure unwarranted privileges, advantages or employment for himself, members of his immediate family or others;

No school official, or member of his immediate family, or business organization in which he has an interest, shall solicit or accept any gift, favor, loan, political contribution, service, promise of future employment, or other thing of value based upon an understanding that the gift, favor, loan, contribution, service, promise, or other thing of value was given or offered for the purpose of influencing him, directly or indirectly, in the discharge of his official duties. This provision shall not apply to the solicitation or acceptance of contributions to the campaign of an announced candidate for elective public office, if the school official has no knowledge or reason to believe that the campaign contribution, if accepted, was given with the intent to influence the school official in the discharge of his official duties;

Even assuming, for the purpose of this analysis, that the respondent accepted a gift of a \$75 ticket from Ms. Sandifer to attend the card party, the Commission finds it illogical to necessarily

conclude that this gift was the motivation for the respondent to recommend that the Board enter into a contract with CCCDC for wrap around services in the 2007-2008 school year. There is simply nothing on this record to suggest that the gift, assuming there was one, was based upon an understanding that it was given or offered for the purpose of influencing the respondent, directly or indirectly, in the discharge of her official duties, so as to implicate N.J.S.A. 18A:12-24(e). In this connection, it is important to underscore that the respondent's official duties did not include recommending the contract to the Board, as that was the role of the Superintendent, or entering into the contract, as that was the role of the Board.³ Indeed, both the Superintendent and the Board had the option to reject CCCDC if they believed it was not the best provider of wrap around services.

Moreover, even assuming that the contract would result in some benefit to the respondent's daughter by way of continued employment at CCCDC, there is nothing on this record to suggest that this was an *unwarranted* privilege, advantage or employment so as to implicate N.J.S.A. 18A:12-24(b). (See, I/M/O Doris Graves, Pleasantville Board of Education, C45-07 (May 27, 2008), Commissioner of Education Decision No. 301-08, decided July 10, 2008, rejecting a claim of violation of N.J.S.A. 18A:12-24(b) because the record did not demonstrate that the respondent Board member's relative did not deserve the continued appointment to the position of head custodian.) Indeed, the complainant's own testimony in this regard was that the respondent informed her that CCCDC was recommended because the respondent thought they were in the best position to deliver the services. Therefore, the Commission finds no cause to credit the allegations that the respondent violated N.J.S.A. 18A:12-24(b) and (e).

NOTICE

Pursuant to N.J.S.A. 18A:12-29b, the Commission hereby notifies the complainant and respondent that it finds no probable cause to credit the allegations that the respondent violated N.J.S.A. 18A:12-24(b) and (e) of the Act and the Commission dismisses the complaint. This decision is a final decision of an administrative agency. Therefore, it is appealable only to the Superior Court--Appellate Division. See, New Jersey Court Rule 2:2-3(a).

Robert W. Bender
Chairperson

³ Indeed, the complainant recognizes this fact, as she asserted that the respondent advised the Superintendent of Schools to recommend that the Board enter into a partnership with CCCDC to provide wrap around services for students in the District's preschools. On or about May 16, 2007, the Board adopted the Superintendent's recommendation. (Complaint at paragraphs 4 and 5)

Resolution Adopting Decision – C24-08

Whereas, the School Ethics Commission has considered the pleadings filed by the parties, the documents submitted in support thereof, and the testimony presented on November 24, 2009; and

Whereas, at its meeting on November 24, 2009, the Commission found no probable cause to credit the allegation that the respondent violated the School Ethics Act, N.J.S.A. 18A:12-24(b) and (e); and

Whereas, the Commission dismissed the complaint; and

Whereas, at its meeting on December 15, 2009 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 it staff to notify all parties to this action of the decision.

Robert W. Bender, Chairperson

I hereby certify that this Resolution was duly adopted by the School Ethics Commission at it public meeting on December 15, 2009.
