

***Before the School Ethics Commission  
Docket No.: C36-20  
Decision on Motion to Dismiss***

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**Anthony Finn,  
Complainant**

v.

**Heather Reddy,  
Madison Board of Education, Morris County,  
Respondent**

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**I. Procedural History**

This matter arises from a Complaint that was filed on July 10, 2020, by Anthony Finn (Complainant), alleging that Heather Reddy, a member of the Madison Board of Education (Board), violated the School Ethics Act (Act), *N.J.S.A.* 18A:12-21 *et seq.* More specifically, the Complaint alleges that Respondent violated *N.J.S.A.* 18A:12-24.1(b), *N.J.S.A.* 18A:12-24.1(c), *N.J.S.A.* 18A:12-24.1(d), and *N.J.S.A.* 18A:12-24.1(i) of the Code of Ethics for School Board Members (Code).

On July 20, 2020, the Complaint was served on Respondent, via electronic mail, notifying her that charges were filed against her with the School Ethics Commission (Commission), and advising that she had twenty (20) days to file a responsive pleading.<sup>1</sup> On August 19, 2020, Respondent filed a Motion to Dismiss in Lieu of Answer (Motion to Dismiss), and on September 18, 2020, Complainant filed a response to the Motion to Dismiss.

The parties were notified by correspondence dated October 19, 2020, that this matter would be placed on the Commission's agenda for its meeting on October 27, 2020, in order to make a determination regarding the Motion to Dismiss. At its meeting on October 27, 2020, the Commission considered the filings in this matter and, at its meeting on November 24, 2020, the Commission voted to grant the Motion to Dismiss in its entirety because Complainant failed to plead sufficient, credible facts to support a finding that Respondent violated *N.J.S.A.* 18A:12-24.1(b), *N.J.S.A.* 18A:12-24.1(c), *N.J.S.A.* 18A:12-24.1(d), and/or *N.J.S.A.* 18A:12-24.1(i).

**II. Summary of the Pleadings**

**A. The Complaint**

Complainant states that Respondent served as the Board President during the 2018-2019 and 2019-2020 school years. During the 2018-2019 school year, Respondent's children were in

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<sup>1</sup> Due to the ongoing Coronavirus (COVID-19) pandemic, service of process was effectuated by the Commission through electronic transmission only.

Complainant's class (Complainant was previously employed as a teacher in the Madison School District (District)). According to Complainant, while Respondent was serving as Board President, she "repeatedly sought preferential treatment of her children who were Board students." Respondent's "demands for preferential treatment included but were not limited to individualized curriculums not made available for any other student, and getting her children's teachers to accommodate lesson plans and schedules for her children to the disadvantage of the rest of the class." Complainant maintains that because Respondent was the Board President, he "felt compelled to comply with requests made by [Respondent] that he would not have done for any other student." However, in the fall of 2018, Complainant "refused to go forward with some of [Respondent's] demands, such as altering the schedule for the rest of his class to accommodate [Respondent's] child. According to Complainant, once he began to refuse Respondent's requests, Respondent began to complain to the building Principal and Superintendent about Complainant. More specifically, Complainant states that Respondent initiated an HIB complaint against Complainant involving another child that was not Respondent's (which he was "cleared of any wrongdoing"), and also told the Superintendent that Complainant "lacked the adequate experience to make decisions as to her child's placement." Furthermore, Complainant maintains that Respondent "made a comment to the [S]uperintendent in Complainant's presence criticizing [his] performance." Complainant further maintains that after Respondent's comment, when he introduced himself to the [S]uperintendent, the [S]uperintendent responded by saying he had heard about Complainant.

Complainant also states that during the 2019-2020 school year, Complainant had received "overall effective scores on his summative evaluation[,] which were consistent with his performance during his prior three school years." Regardless of his evaluations, the Board informed Complainant that they were not renewing his contract for the 2020-2021 school year, without mention of a "specific incident." Complainant notes that after the first day of the 2020-2021 school year, he would have obtained tenure as a District employee.

Based on the above, Complainant asserts that Respondent violated *N.J.S.A.* 18A:12-24.1(b), *N.J.S.A.* 18A:12-24.1(c), *N.J.S.A.* 18A:12-24.1(d), and *N.J.S.A.* 18A:12-24.1(i) because "as demonstrated by her past animus toward Complainant, [Respondent] failed to act in the best interests of the educational welfare of the Board's students or protect a staff member's interests." Respondent became "directly involved in the decision [] making process of Complainant's employment for strictly personal reasons and for the purpose of retaliating against him for his prior opposition to her demands for preferential treatment." Despite Complainant's satisfactory evaluations during his employment, Respondent "acted to have the Board non-renew Complainant based upon personal reasons." Complainant maintains that Respondent's "interactions with Complainant's principal and superintendent" were an "attempt to effectuate policies and plans concerning Complainant's classroom management, which were wholly unrelated to any of her duties as Board [P]resident" and demonstrate that "she got herself directly involved in the management of Complainant's classroom environment." Complainant further maintains, "filing of spurious complaints and investigations against Complainant," as well as "making misrepresenting comments about Complainant to his superiors," demonstrates that Respondent "took deliberate action to undermine and oppose Complainant's employment, ultimately resulting in the action to non-renew Complainant's employment for the 2020-2021 school year."

## B. Motion to Dismiss

Following receipt of the Complaint, Respondent filed a Motion to Dismiss and “disputes these allegations in their entirety. Respondent contends that, “even if they were true they would fail as a matter of law to establish a violation of the [Act].” Respondent further contends that “the Complaint fails to set forth any factual allegations which meet the standards ... to support [the] claims that Respondent” violated *N.J.S.A.* 18A:12-24.1(b), *N.J.S.A.* 18A:12-24.1(c), *N.J.S.A.* 18A:12-24.1(d), and/or *N.J.S.A.* 18A:12-24.1(i).

Regarding the violation of *N.J.S.A.* 18A:12-24.1(b), Respondent argues that Complainant did not provide any evidence to support the claim that Respondent “willfully made a decision contrary to the educational welfare of children” or “took deliberate action to obstruct the programs ... .” Respondent argues that according to Complainant, Respondent’s “interactions with the principal and Superintendent [were] an attempt to ‘effectuate policies and plans concerning [C]omplainant’s classroom management.’” However, and even if Complainant’s allegations are true, Complainant “has only alleged that Respondent sought to advocate for her own children and their education.” A Board member does not “abdicate” their rights as a parent when elected to a board of education. According to Respondent, Complainant did not provide any facts to support a “conclusion that [Respondent] took actions that jeopardized the educational welfare of children or obstructed the programs and policies designed to meet the needs [of] all children, regardless of their ability ... .” Furthermore, it was the Superintendent’s decision not to renew Complainant’s contract, and Complainant did not provide any facts to support that Respondent influenced the Superintendent’s decision in violation of *N.J.S.A.* 18A:12-24.1(b).

As to the violation of *N.J.S.A.* 18A:12-24.1(c), Respondent maintains that Complainant “asserts that Respondent’s interactions with the principal and Superintendent constitute attempts to effectuate policies and plans concerning Complainant’s classroom management;” however, “this statement finds no support in law or common sense.” According to Respondent, Complainant “has not alleged any Board action” that Respondent took that “effectuated or affected District policy.” According to Respondent, Complainant is not “complaining about [Respondent’s] interference with a Board policy,” but rather that Respondent “‘got herself directly involved’ in the management of Complainant’s classroom.” However, it is not a violation of the Act for Respondent to take action as a parent, regarding her children, while her children were in Complainant’s class. Moreover, Respondent’s “opinion regarding [Complainant’s] teaching” would not violate the Act.

Regarding the violation of *N.J.S.A.* 18A:12-24.1(d), Respondent notes that Complainant claims that Respondent “became directly involved in the recommendation to have Complainant non-renewed,” “filed a ‘spurious’ HIB complaint against Complainant and made misrepresentations to his superiors” and that in doing so, Respondent “took deliberate actions to undermine and oppose Complainant’s employment, resulting in his non-renewal.” However, Respondent denies Complainant’s claims, and notes that even if they were true, they would not support a violation of the Act. Furthermore, Complainant did not provide any facts to prove that Respondent gave a “direct order” to the Superintendent or the Board not to renew Complainant, nor that she became involved “in activities that are unrelated to her duties as a Board member.”

As to the violation of *N.J.S.A.* 18A:12-24.1(i), Respondent argues that her children were in Complainant’s class during the 2018-2019 school year, after which, Complainant was renewed. Respondent further argues, “even if her expression of her view of [Complainant] as a teacher had

affected the Superintendent's determination not to renew his employment a full year later, the Complaint fails to assert facts sufficient to establish a failure to support and protect personnel in proper performance of their duties." Respondent maintains that Complainant has not provided any evidence to support that she violated *N.J.S.A.* 18A:12-24.1(i). Therefore, Respondent "requests that the [Commission] dismiss that Complaint with prejudice for failure to state a claim upon which relief can be granted."

### C. Response to Motion to Dismiss

In response to the Motion to Dismiss, Complainant maintains that he has provided "more than enough information to show that he can establish Respondent's violation of the Act." Per Complainant, "Both the direct and circumstantial evidence against Respondent support the ultimate conclusion that she acted outside her authority as the [Board] [P]resident." According to Complainant, "Circumstantial evidence can be used to meet a burden of persuasion in civil cases if it demonstrates a presumption grounded in real-life probabilities." Moreover, Respondent's "comments and actions toward [Complainant], others' comments about [Respondent's] actions toward [Complainant], and the ultimate decision by the Board (with [Respondent] as [P]resident) provides enough direct and circumstantial evidence to support each of the allegations" in the Complaint. Complainant notes that although the information included in this Complaint "is only based upon" what he witnessed, "through the discovery process," more will be revealed about Respondent's "actions and comments toward [District] administrators and other [B]oard member[s]," which will "further prove that [Respondent] acted contrary to her duties and responsibilities under the [Act]." Complainant asserts that Respondent "does not meet the lofty standards for dismissing any of the charges."

In support of the alleged violation of *N.J.S.A.* 18A:12-24.1(b), Complainant reasserts that Respondent "sought special accommodations for her children," while she was serving as Board President. Namely, Respondent "demanded that staff create individualized education plans not available to other children, and chang[ed] [the] entire class and grade schedules to personally advantage her children." Complainant asserts that Respondent's actions "to benefit her children to the detriment of students across two grades was a willful decision contrary to the education welfare of the students at large." Complainant further asserts that Respondent's actions "in trying to direct [Complainant] and the principal" regarding class schedules also constitutes "obstruction of the school's policies to meet the needs of all children, not just those of the Board [P]resident." Complainant reaffirms that when he refused to honor Respondent's requests, Respondent "pressured the principal and Superintendent to undertake spurious allegations against [Complainant], including HIB complaints." Again, Respondent's actions were "contrary to the needs of all the children and contrary to their educational welfare." Complainant argues that Respondent "did not present any convincing arguments to dismiss" this subsection and her claim that she is "entitled to her 'private opinion' is unpersuasive." As Board President, Respondent has the power to "hire and fire" Complainant, the principal and the Superintendent. Therefore, since she has the "power to punish those she is expressing an 'opinion' as to how to operate the schools," she "was not acting in merely a private capacity when presenting to these staff members." Complainant maintains that the decision not to renew his contract was not because there was another equally or more qualified candidate, but rather because he would not accommodate Respondent's requests and, therefore, the Commission "must deny" the motion to dismiss *N.J.S.A.* 18A:12-24.1(b).

Complainant reasserts that Respondent violated *N.J.S.A. 18A:12-24.1(c)* because she became “personally involved in the setting of the third and fourth grade schedules, along with the curriculum for both grades,” while she was the Board President. Respondent’s involvement “went well beyond adjustments for her children, as this affected students across two grades.” Complainant further reasserts that when he began to “pushback” and deny Respondent’s demands, she “responded by initiating complaints and investigations against him.” According to Complainant, Respondent used her position as the Board President “to further a personal matter.” Complainant argues that Respondent’s reference to other Commission cases “unconvincing” because, in this case, Respondent “initiated all of the actions and communications” and her “initial involvement did not concern a district-wide matter, but rather those of [Respondent’s] children.” Respondent “was the reason why it grew into a larger matter affecting multiple grades and then affecting [Complainant’s] employment.” Therefore, Complainant maintains the Commission “must deny [Respondent’s] motion to dismiss.”

Regarding the violation of *N.J.S.A. 18A:12-24.1(d)*, Complainant reaffirms that Respondent “reached out to various administrators” to adjust how the teachers who taught her children conducted and managed their classrooms, to file complaints against Complainant and “then ultimately to non-renew Complainant. Respondent’s actions “were taken without the knowledge or consent of the other Board members,” and “went well beyond her authority as the Board [P]resident.” Complainant argues that contrary to Respondent’s reliance on other Commission cases, the Board “did not enact any new policy.” Instead, Respondent “engaged in a series of actions to retaliate against [Complainant], ultimately resulting in his non-renewal and, therefore, Complainant asserts that the Commission “must deny” the Motion to Dismiss.

Complainant reasserts that Respondent violated *N.J.S.A. 18A:12-24.1(i)* because, prior to his non-renewal, Complainant “was a highly performing teacher ...” and was not given “any specific reasons as to why he was non-renewed.” According to Complainant, the Board “admittedly did not rely upon [his] evaluation because [his] evaluations did not support his non-renewal.” “[O]nly [Complainant’s] prior history with [Respondent]” could explain the Superintendent’s “decision to non-renew” Complainant for the 2020-2021 school year, prior to him earning tenure. Complainant maintains that because Respondent did not want him to be employed in the District “for personal reasons,” she violated her “duty to support and protect personnel.” Therefore, Complainant contends that the motion to dismiss this allegation should be denied.

Complainant “requests that the Commission allow the [C]omplaint to proceed[.]” and “respectfully requests this Commission to deny Respondent’s motion to dismiss in its entirety.”

### **III. Analysis**

#### **A. Standard for Motion to Dismiss**

In determining whether to grant a Motion to Dismiss, the Commission shall review the facts in the light most favorable to the non-moving party (Complainant), and determine whether the allegation(s), if true, could establish a violation of the Act. Unless the parties are otherwise notified, a Motion to Dismiss and any response is reviewed by the Commission on a summary basis. *N.J.A.C. 6A:28-8.1 et seq.* Thus, the question before the Commission is whether Complainant has alleged sufficient facts which, if true, could support a finding that Respondent violated *N.J.S.A. 18A:12-24.1(b)*, *N.J.S.A. 18A:12-24.1(c)*, *N.J.S.A. 18A:12-24.1(d)*, and/or *N.J.S.A. 18A:12-24.1(i)*.

## B. *Alleged Code Violations*

In the Complaint, Complainant alleges that Respondent violated *N.J.S.A.* 18A:12-24.1(b), *N.J.S.A.* 18A:12-24.1(c), *N.J.S.A.* 18A:12-24.1(d), and *N.J.S.A.* 18A:12-24.1(i). These provisions of the Code provide:

- b. I will make decisions in terms of the educational welfare of children and will seek to develop and maintain public schools that meet the individual needs of all children regardless of their ability, race, creed, sex, or social standing.
- c. 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.
- d. I will carry out my responsibility, not to administer the schools, but, together with my fellow board members, to see that they are well run.
  - i. I will support and protect school personnel in proper performance of their duties.

## C. *The Complaint*

### 1. *Alleged Violation of N.J.S.A. 18A:12-24.1(b)*

Complainant alleges that Respondent violated *N.J.S.A.* 18A:12-24.1(b) because, “as demonstrated by her past animus toward Complainant,” and because her actions (and comments) resulted in the decision to non-renew Complainant’s employment for the 2020-2021 school year, Respondent “failed to act in the best interests of the educational welfare of the Board’s students or protect a staff member’s interests.”

Respondent counters that Complainant did not provide any evidence to support the claim that Respondent “willfully made a decision contrary to the educational welfare of children” or “took deliberate action to obstruct the programs . . . .” Instead, Complainant “has only alleged that Respondent sought to advocate for her own children and their education.” In addition, it was the Superintendent’s decision, not Respondent’s decision, not to renew Complainant’s contract.

As set forth in *N.J.A.C.* 6A:28-6.4(a)(2), factual evidence of a violation of *N.J.S.A.* **18A:12-24.1(b)** shall include evidence that Respondent willfully made a decision contrary to the educational welfare of children, or evidence that Respondent took deliberate action to obstruct the programs and policies designed to meet the individual needs of all children, regardless of their ability, race, color, creed or social standing.

After review of the Complaint, the Commission finds that even if the facts as alleged are proven true by sufficient credible evidence, they would not support a finding that Respondent violated *N.J.S.A.* 18A:12-24.1(b). There are no facts set forth in the Complaint which can establish that Respondent, in her capacity as a Board member and/or Board President, made a *decision* contrary to the educational welfare of children, or took *action* to obstruct programs or policies. Even if Respondent made negative *comments* about Complainant’s employment, and made those

comments to senior District administration, there are no facts to establish that her *comments* were made in her capacity as a Board member and/or Board President, as opposed to as a parent of a child(ren) who attends school in the District, and/or that those *comments* constituted a *decision* or *action*. Therefore, the Commission finds that the alleged violation of *N.J.S.A. 18A:12-24.1(b)* should be dismissed.

## **2. *Alleged Violation of N.J.S.A. 18A:12-24.1(c)***

Complainant also argues that, in violation of *N.J.S.A. 18A:12-24.1(c)*, Respondent’s “interactions with Complainant’s principal and superintendent” were an “attempt to effectuate policies and plans concerning Complainant’s classroom management, which were wholly unrelated to any of her duties as Board [P]resident.”

Respondent counters that Complainant “has not alleged any Board action” that Respondent took that “effectuated or affected District policy.” In addition, Complainant is not “complaining about [Respondent’s] interference with a Board policy,” but rather that Respondent “‘got herself directly involved’ in the management of Complainant’s classroom.” However, it is not a violation of the Act for Respondent to take action as a parent, and not a violation of the Act for Respondent to express her “opinion” about Respondent’s teaching.

Pursuant to *N.J.A.C. 6A:28-6.4(a)(3)*, factual evidence of a violation of *N.J.S.A. 18A:12-24.1(c)* shall include evidence that Respondent took board action to effectuate policies and plans without consulting those affected by such policies and plans, or took action that was unrelated to 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.

Based on its review of the Complaint, the Commission finds that even if the facts as alleged are proven true by sufficient credible evidence, they would not support a finding that Respondent violated *N.J.S.A. 18A:12-24.1(c)*. Once again, the Complaint is devoid of sufficient facts to establish that Respondent, in her capacity as a Board member and/or Board President, took any *Board action* to effectuate a specific policy or plan, or took any *action* that was unrelated to her duties and responsibilities as a Board member and/or Board President. Alleged “interactions” between Respondent and senior District administrators, without more, does not establish that same occurred in an official capacity, as opposed to in her capacity as a parent. As a result, the Commission finds that the alleged violation of *N.J.S.A. 18A:12-24.1(c)* should be dismissed.

## **3. *Alleged Violation of N.J.S.A. 18A:12-24.1(d)***

Complainant further contends that Respondent violated *N.J.S.A. 18A:12-24.1(d)* because she became “directly involved in the decision [] making process of Complainant’s employment for strictly personal reasons and for the purpose of retaliating against him for his prior opposition to her demands for preferential treatment.” Despite Complainant’s satisfactory evaluations during his employment, Respondent “acted to have the Board non-renew Complainant based upon personal reasons.”

Respondent counters that Complainant did not provide any facts to prove that Respondent gave a “direct order” to the Superintendent or the Board not to renew Complainant, and did not

provide any facts to demonstrate that she became involved “in activities that are unrelated to her duties as a Board member.”

As set forth in *N.J.A.C.* 6A:28-6.4(a)(4), factual evidence of a violation of *N.J.S.A. 18A:12-24.1(d)* shall include, but not be limited to, evidence that Respondent gave a direct order to school personnel or became directly involved in activities or functions that are the responsibility of school personnel or the day-to-day administration of the school district or charter school.

After review of the Complaint, the Commission finds that even if the facts as alleged are proven true by sufficient credible evidence, they would not support a finding that Respondent violated *N.J.S.A. 18A:12-24.1(d)*. Complainant has pled insufficient facts to show that Respondent, in her capacity as a Board member and/or Board President, gave a *direct order* to the Superintendent to non-renew Complainant’s employment. Even if Respondent did speak negatively about Complainant, there are insufficient facts verifying that these comments came from Respondent in an official Board capacity, as opposed to an unofficial capacity, i.e., as a parent. The Commission also finds it particularly relevant that the decision of whether to renew a teaching staff member emanates from the Superintendent, not from the Board and/or its individual members. In other words, regardless of what any one individual may say about a teaching staff member, the Superintendent is ultimately charged with making the decision. Therefore, the Commission finds that the alleged violation of *N.J.S.A. 18A:12-24.1(d)* should be dismissed.

#### 4. *Alleged Violation of N.J.S.A. 18A:12-24.1(i)*

Complainant additionally asserts that, in violation of *N.J.S.A. 18A:12-24.1(i)*, Respondent’s “filing of spurious complaints and investigations against Complainant,” as well as “making misrepresenting comments about Complainant to his superiors,” demonstrates that Respondent “took deliberate action to undermine and oppose Complainant’s employment, ultimately resulting in the action to non-renew Complainant’s employment for the 2020-2021 school year.”

Respondent counters that “even if her expression of her view of [Complainant] as a teacher had affected the Superintendent’s determination not to renew his employment a full year later, the Complaint fails to assert facts sufficient to establish a failure to support and protect personnel in proper performance of their duties.”

Pursuant to *N.J.A.C.* 6A:28-6.4(a)(9), factual evidence of a violation of *N.J.S.A. 18A:12-24.1(i)* shall include evidence that Respondent took deliberate action which resulted in undermining, opposing, compromising or harming school personnel in the proper performance of their duties.

Based on its review of the Complaint, the Commission finds that even if the facts as alleged are proven true by sufficient credible evidence, they would not support a finding that Respondent violated *N.J.S.A. 18A:12-24.1(i)*. There are no facts set forth in the Complaint, which demonstrate that Respondent, in her capacity as a Board member and/or Board President, took *deliberate action* that resulted in undermining, opposing, compromising, or harming school personnel. Even if Respondent shared her personal opinions/beliefs about Complainant’s teaching abilities with the Superintendent, there is nothing in the Complaint which can establish that she did so in an official capacity, or that the sharing of her personal opinions/beliefs resulted in the employment action

complained of, i.e., non-renewal *by the Superintendent*. As a result, the Commission finds that the alleged violation of *N.J.S.A. 18A:12-24.1(i)* should be dismissed.

Accordingly, and granting all inferences in favor of the non-moving party (Complainant), the Commission has determined to **grant** the Motion to Dismiss in its entirety because Complainant failed to plead sufficient, credible facts to support a finding that Respondent violated *N.J.S.A. 18A:12-24.1(b)*, *N.J.S.A. 18A:12-24.1(c)*, *N.J.S.A. 18A:12-24.1(d)*, and/or *N.J.S.A. 18A:12-24.1(i)*.

#### **IV. Decision**

Based on the foregoing, and in reviewing the facts in the light most favorable to the non-moving party (Complainant), the Commission voted to **grant** the Motion to Dismiss in its entirety because Complainant failed to plead sufficient, credible facts to support a finding that Respondent violated *N.J.S.A. 18A:12-24.1(b)*, *N.J.S.A. 18A:12-24.1(c)*, *N.J.S.A. 18A:12-24.1(d)*, and/or *N.J.S.A. 18A:12-24.1(i)*.

Pursuant to *N.J.S.A. 18A:12-29(b)*, the Commission hereby notifies Complainant and Respondent that, for the reasons set forth above, this matter is dismissed. This decision is a final decision of an administrative agency and, therefore, it is appealable only to the Superior Court-Appellate Division. *See, New Jersey Court Rule 2:2-3(a)*.

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Robert W. Bender, Chairperson

Mailing Date: November 24, 2020

***Resolution Adopting Decision  
in Connection with C36-20***

***Whereas***, at its meeting on October 27, 2020, the School Ethics Commission (Commission) considered the Complaint, the Motion to Dismiss in Lieu of Answer (Motion to Dismiss), and the response to the Motion to Dismiss submitted in connection with the above-referenced matter; and

***Whereas***, at its meeting on October 27, 2020, the Commission discussed granting the Motion to Dismiss in its entirety for failure to plead sufficient, credible facts to support the allegations that Respondent violated *N.J.S.A.* 18A:12-24.1(b), *N.J.S.A.* 18A:12-24.1(c), *N.J.S.A.* 18A:12-24.1(d), and/or *N.J.S.A.* 18A:12-24.1(i); and

***Whereas***, at its meeting on November 24, 2020, the Commission reviewed and voted to approve the within decision as accurately memorializing its actions/findings from its meeting on October 27, 2020; and

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

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Robert W. Bender, Chairperson

I hereby certify that the Resolution was duly adopted by the School Ethics Commission at its public meeting on November 24, 2020.

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Kathryn A. Whalen, Director  
School Ethics Commission