

***Before the School Ethics Commission***  
***Docket No.: C66-18***  
***Decision on Motion to Dismiss***

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**Rachael Stockton,**  
***Complainant***

v.

**Maryann Fiel,**  
**Highlands Borough Board of Education, Monmouth County,**  
***Respondent***

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**I. Procedural History**

The above-captioned matter arises from a Complaint that was filed on October 15, 2018, by Rachael Stockton (Complainant) alleging that Maryann Fiel (Respondent), a member of the Highlands Borough Board of Education (Board), violated the School Ethics Act (Act), *N.J.S.A.* 18A:12-21 *et seq.* More specifically, the Complaint avers 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), *N.J.S.A.* 18A:12-24.1(e), *N.J.S.A.* 18A:12-24.1(g), *N.J.S.A.* 18A:12-24.1(h), *N.J.S.A.* 18A:12-24.1(i), and *N.J.S.A.* 18A:12-24.1(j) of the Code of Ethics for School Board Members (Code) in Counts 1-2.

On October 16, 2018, the Complaint was served on Respondent via regular and certified 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. On November 20, 2018, Respondent filed a Motion to Dismiss in Lieu of Answer (Motion to Dismiss), and on January 11, 2019, Complainant filed a response to the Motion to Dismiss.

After the aforementioned pleadings were submitted, and by correspondence dated January 11, 2019, the Commission advised the parties that the above-captioned matter would be placed in abeyance until a related matter pending before the Public Employment Relations Commission (PERC) was fully and finally resolved. *See N.J.S.A.* 18A:12-32.

Following notification from Respondent (through counsel) that the related matter pending before PERC was fully and finally resolved, and in the absence of an objection from Complainant (through counsel), the parties were notified by correspondence dated April 18, 2022, that this matter would be discussed by the Commission at its meeting on April 26, 2022, in order to make a determination regarding the Motion to Dismiss. Following its discussion on April 26, 2022, the Commission adopted a decision at its meeting on May 24, 2022, granting 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), *N.J.S.A.* 18A:12-24.1(e), *N.J.S.A.* 18A:12-24.1(g), *N.J.S.A.* 18A:12-24.1(h), *N.J.S.A.* 18A:12-24.1(i), and/or *N.J.S.A.* 18A:12-24.1(j) in Count 1 and/or Count 2.

## II. Summary of the Pleadings

### A. *The Complaint*

In Count 1, Complainant, the President of the Highlands Education Associations (HEA), asserts that on or about May 11, 2018, Respondent (Board President) “directed” the Superintendent to remove the renewal of a non-tenured teacher’s contract from the Board’s May 2018 agenda, despite the Superintendent’s “unequivocal recommendation” to reappoint the teacher for the 2018-2019 school year. According to Complainant, Respondent informed the Superintendent that she (Respondent) “had a quorum” of the Board to vote against the Superintendent’s recommendation to renew the teacher, and then Respondent mentioned the Superintendent’s upcoming evaluation in an attempt “to intimidate [the Superintendent] into implementing [Respondent’s] directive to remove [the teacher] from the [a]genda for the renewal of his contract.” Per Complainant, the Superintendent “repeatedly advised” Respondent that the teacher was “outstanding” and she (the Superintendent) wanted to recommend him for continued employment. Despite the Superintendent’s insistence, Respondent advised the Superintendent (on May 14, 2018) that if she removed the teacher from the agenda (for renewal of a contract), it would save the Superintendent “from the embarrassment of having her renewal recommendation regarding [the teacher] rejected by a majority of the [Board].” For these reasons, Complainant alleges 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)*, *N.J.S.A. 18A:12-24.1(e)*, *N.J.S.A. 18A:12-24.1(g)*, *N.J.S.A. 18A:12-24.1(h)*, *N.J.S.A. 18A:12-24.1(i)*, and *N.J.S.A. 18A:12-24.1(j)*.

In Count 2, Complainant states that the Superintendent “decided” to add the teacher, who was removed from the May agenda, to the June 11, 2018, agenda for reappointment, and she advised the HEA, including Complainant, that she (the Superintendent) would speak on his behalf. On June 7, 2018, Complainant was advised by her New Jersey Education Association (NJEA) representative that “harassment allegations” had been filed against the teacher by another teaching staff member, and that the incident related to the allegations had occurred “several months before.” Although the teacher asked for a “written copy of the allegations,” he was told that “the allegations were immediately withdrawn,” and thus he never had the opportunity to respond to the allegations. An investigation was initiated by the Highlands School District’s (District) administration but was “terminated” after the complaint was rescinded. Somehow, Respondent was advised of the harassment allegations and, between the June 7, 2018, and the June 11, 2018, Board meeting, told “all of the Board” about the alleged harassment charges. Importantly, Respondent never told the Board that the complaint “was subsequently withdrawn and determined to be unfounded.” As of the June 11, 2018, Board meeting, “all of the other Board . . . members believed [Respondent’s] unsubstantiated charges against [the teacher],” and came to the meeting “believing that [the teacher] had harassed a female teacher within the District.” Consequently, and despite the Superintendent’s recommendation, the Board voted 5-2 not to renew the teacher’s contract. According to Complainant, and in order to “justify her decision to parents and community members” who supported the teacher, Respondent, both prior to and after the June 11, 2018, Board meeting,” personally spoke to and advised these stakeholders and maintained, without any factual support, that the teacher in question had harassed a teacher, and it was important for the Board to ensure he was not reappointed.

Complainant contends that by “referring unfounded and false allegations” about a teacher to the Board and the public, Respondent made “a decision that was inconsistent with the educational welfare of District students by ignoring the recommendations of the Superintendent ... and disseminating false allegations against [a teacher] (that had been withdrawn prior to the June 11, 2018 Board meeting) that did not reflect the individual needs of students within the District” in violation of *N.J.S.A.* 18A:12-24.1(b); did not “limit her actions as the Board President, to policy making, planning and appraisal, while usurping the authority of the Chief School Administrator to make effective recommendations” regarding whether a qualified teaching staff member’s contract should be renewed in violation of *N.J.S.A.* 18A:12-24.1(c); was “[d]etermined to administer the schools, instead of the Superintendent, by intimidating the Superintendent ... and disseminating false allegations to other Board members relating to the personnel issues affecting” the teacher in violation of *N.J.S.A.* 18A:12-24.1(d); “[t]ook actions that represented private actions that compromised the Board[’s] ... policies concerning personnel issues” in violation of *N.J.S.A.* 18A:12-24.1(e); “[d]isseminated confidential information that was proven to be false to individual Board members and community members ... that were intended to ‘needlessly injure’” the at-issue teacher “while also failing to provide accurate information to her fellow Board members” in violation of *N.J.S.A.* 18A:12-24.1(g); took “actions that were designed not to approve the appointment of the best qualified personnel available to teach within the District in ignoring the recommendations and substantial support” of the Superintendent concerning the reappointment of a teacher in violation of *N.J.S.A.* 18A:12-24.1(h); “[d]id not support and protect [the teacher] regarding the proper performance of his duties” in violation of *N.J.S.A.* 18A:12-24.1(i); and failed “to refer a complaint about [the teacher] made by a colleague to the Superintendent ... to insure an effective investigation, while circulating false allegations about a Complaint that had been withdrawn ... after an administrative investigation” in violation of *N.J.S.A.* 18A:12-24.1(j).

## **B. *Motion to Dismiss***

Following receipt of the Complaint, Respondent filed a Motion to Dismiss and initially argues, “This case involved a run of the mill non-tenure teacher non-renewal”; however, “it is presented in the disguise of alleged” Code violations. According to Respondent, contrary to Complainant’s portrayal of the events, this is “a blatant and undisguised labor dispute.” Respondent maintains in June 2018, the Board and the HEA were in “heated negotiations.” In addition, the school year “had been marred by numerous grievances having been filed against the [building principal].” Respondent further maintains the “essence of the matter is the raw display of union power that was focused on depriving the Principal a voice in the operation” of the school. Per Respondent, “during numerous personnel committee meetings, the Board members were apprised of serious concerns that the Principal had with the demeanor and disrespectful attitude [the teacher] displayed toward her.” Thereafter, the principal and the Superintendent had a “professional disagreement” about the renewal of the teacher, and the Board agreed that the teacher’s renewal was not “appropriate” and informed the Superintendent as such. Therefore, the teacher was not recommended for renewal at the May 2018 Board meeting. According to Respondent, that was not the end of the matter, as the Superintendent subsequently placed the “renewal” of the teacher on the June 11, 2018, meeting agenda. Although the Board was surprised by this addition to the agenda, they voted not to renew the teacher. Respondent notes that, on the same night of the June 11, 2018, Board meeting, the HEA “coordinated a Donaldson hearing,” which was held in public, with parents and students displaying protest signs in an

attempt to “intimidate the Board to change its mind and offer [the teacher] a contract.” Consequently, the Board did not renew the teacher’s contract.

Respondent asserts there “is no requirement that a Board member needs to blindly follow the recommendation of the Superintendent.” Further, the Complaint “is rife with hearsay and innuendo that implies that a Board member has no right to go beyond the Superintendent’s recommendation and make his or her own inquiries.” According to Respondent, similar to *Dore v. Bedminster Twp. BOE*, “much of the vague conclusory allegations in the Complaint relate to actions designed to learn facts and opinion of others in the school community. The Board member is not constrained by either the Superintendent’s recommendation or the context of the teacher’s evaluation.” Respondent maintains Complainant’s “omission of the professional disagreement between the Principal and the Superintendent speaks volumes as this fact helps to establish that this was a matter of conscience.” Furthermore, Respondent notes the vote not to renew the teacher was 5-2, and “Respondent only has one vote.” According to Respondent, “choosing to discuss her views with other Board members is protected activity, as Board members have rights as well.” Respondent continues, “[t]his is a back-door, sour grapes attempt to undermine a legitimate exercise of Board ... discretion, in the wrong forum,” and the Complaint should be dismissed in its entirety with prejudice.

### ***C. Response to Motion to Dismiss***

In response to the Motion to Dismiss, Complainant first argues that Respondent “suggests” that the Complaint “parallel[s] statements contained in an Unfair [Labor] Practice Charge [(ULP)] filed by the Association against the [Board].” However, Complainant notes the Board was a party to the ULP and is not a party to this pending Complaint. Complainant further argues Respondent “does not even attempt to explain why the [] Complaint should be dismissed” as Respondent “has not challenged the truthfulness of any facts in the [] Complaint that refer to violation of the [Code].” Complainant further notes that by filing a Motion to Dismiss, Respondent has “agreed that all of the facts set forth within the pending Complaint are accurate”; however, at the same time, Respondent asserts that the Complaint was filed as “a blatant and undisguised labor dispute.” Furthermore, the standard for filing a Motion to Dismiss is “the facts in the Complaint must be taken as true and viewed in the light most favorable to the Complainant.” Because Respondent did not provide any evidence contrary to the facts set forth in her Complaint, the Motion to Dismiss should be denied.

As to Respondent’s assertion that the basis of the Complaint was Respondent’s decision “not to blindly follow the Superintendent’s recommendation to renew the contract of a teaching staff member,” that is not true. Complainant maintains Respondent “threaten[ed]” the Superintendent’s employment if the Superintendent recommended the renewal of the teacher. Moreover, Respondent did not inform the Board that the harassment allegations against the teacher were withdrawn. Complainant reaffirms Respondent violated numerous provisions of the Code by “usurping the authority of the Superintendent” and by “ignoring” her “responsibilities” as a Board member.

With the above in mind, Complainant argues the Motion to Dismiss should be denied.

### 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(s) 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 pled 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)*, *N.J.S.A. 18A:12-24.1(e)*, *N.J.S.A. 18A:12-24.1(g)*, *N.J.S.A. 18A:12-24.1(h)*, *N.J.S.A. 18A:12-24.1(i)*, and/or *N.J.S.A. 18A:12-24.1(j)* in Count 1 and/or Count 2.

#### B. *Alleged Code Violations*

Complainant submits that, based on the conduct more fully detailed above, 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)*, *N.J.S.A. 18A:12-24.1(e)*, *N.J.S.A. 18A:12-24.1(g)*, *N.J.S.A. 18A:12-24.1(h)*, *N.J.S.A. 18A:12-24.1(i)*, and *N.J.S.A. 18A:12-24.1(j)* in Counts 1-2, and 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.
- e. I will recognize that authority rests with the board of education and will make no personal promises nor take any private action that may compromise the board.
- g. 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.
- h. I will vote to appoint the best qualified personnel available after consideration of the recommendation of the chief administrative officer.

- i. I will support and protect school personnel in proper performance of their duties.
- j. I will refer all complaints to the chief administrative officer and will act on the complaints at public meetings only after failure of an administrative solution.

Pursuant to the standards set forth at *N.J.A.C.* 6A:28-6.4(a), violations of *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), *N.J.S.A.* 18A:12-24.1(e), *N.J.S.A.* 18A:12-24.1(g), *N.J.S.A.* 18A:12-24.1(h), *N.J.S.A.* 18A:12-24.1(i), and *N.J.S.A.* 18A:12-24.1(j) require the following:

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.
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.
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.
5. Factual evidence of a violation of *N.J.S.A.* 18A:12-24.1(e) shall include evidence that Respondent made personal promises or took action beyond the scope of her duties such that, by its nature, had the potential to compromise the board.
7. Factual evidence of a violation of the confidentiality provision of *N.J.S.A.* 18A:12-24.1(g) shall include evidence that Respondent 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 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 Respondent and evidence that establishes that the inaccuracy was other than reasonable mistake or personal opinion or was not attributable to developing circumstances.

8. Factual evidence of a violation of *N.J.S.A. 18A:12-24.1(h)* shall include evidence that Respondent acted on a personnel matter without a recommendation of the chief administrative officer.
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.
10. Factual evidence of a violation of *N.J.S.A. 18A:12-24.1(j)* shall include evidence that Respondent acted on or attempted to resolve a complaint, or conducted an investigation or inquiry related to a complaint (i) prior to referral to the chief administrative officer, or (ii) at a time or place other than a public meeting and prior to the failure of an administrative solution.

### *Count 1*

In brief, 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)*, *N.J.S.A. 18A:12-24.1(e)*, *N.J.S.A. 18A:12-24.1(g)*, *N.J.S.A. 18A:12-24.1(h)*, *N.J.S.A. 18A:12-24.1(i)*, and *N.J.S.A. 18A:12-24.1(j)* because she “advised” the Superintendent to remove the renewal of a non-tenured teacher from the Board’s May 2018 agenda because the renewal would not be supported by a majority of the Board.

After a thorough review of the Complaint, and in light of the evidentiary standards detailed above, the Commission finds that even if the facts as asserted 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)*, *N.J.S.A. 18A:12-24.1(c)*, *N.J.S.A. 18A:12-24.1(d)*, *N.J.S.A. 18A:12-24.1(e)*, *N.J.S.A. 18A:12-24.1(g)*, *N.J.S.A. 18A:12-24.1(h)*, *N.J.S.A. 18A:12-24.1(i)*, and/or *N.J.S.A. 18A:12-24.1(j)*. Even if Respondent did “advise” the Superintendent that she (the Superintendent) should remove the renewal of a non-tenured teaching staff member from the agenda because her (the Superintendent’s) recommendation would not be supported by a majority of the Board, such conduct does not constitute a decision contrary to the educational welfare of children or deliberate action to obstruct District programs and policies (*N.J.S.A. 18A:12-24.1(b)*); action to effectuate policies and plans without consulting those affected by such policies and plans, or action unrelated to her duties as a Board member (*N.J.S.A. 18A:12-24.1(c)*); a direct order to school personnel or involvement in activities or functions that are the responsibility of other personnel (*N.J.S.A. 18A:12-24.1(d)*); a personal promise or action beyond the scope of Respondent’s duties as a Board member (*N.J.S.A. 18A:12-24.1(e)*); action to disclose confidential information or the provision of inaccurate information (*N.J.S.A. 18A:12-24.1(g)*); action on a personnel matter without a recommendation from the Superintendent (*N.J.S.A. 18A:12-24.1(h)*); deliberate action which resulted in undermining, opposing, compromising, or harming the Superintendent in the proper performance of her duties (*N.J.S.A. 18A:12-24.1(i)*); and/or action on or attempted resolution of a complaint, or investigation related to a complaint prior to referral to the Superintendent or at a time or place other than a public meeting (*N.J.S.A. 18A:12-24.1(j)*).

Despite Complainant's suggestion, there is nothing which requires members of a board of education, who are all independent voting members, to blindly adopt the recommendation(s) of the Superintendent if, in their own estimation, they do not agree with it. In this way, not agreeing with the Superintendent's recommendation is not, in and of itself, violative of the Act. Similarly, advising the Superintendent, before a public Board meeting, that one of her recommended personnel actions would not be supported by or receive affirmative votes from the necessary number of Board members, is also not a violation of the Act.

Consequently, the Commission finds that the purported violations of *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)*, *N.J.S.A. 18A:12-24.1(e)*, *N.J.S.A. 18A:12-24.1(g)*, *N.J.S.A. 18A:12-24.1(h)*, *N.J.S.A. 18A:12-24.1(i)*, and *N.J.S.A. 18A:12-24.1(j)* in Count 1 should be dismissed.

### ***Count 2***

Complainant contends, in short, 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)*, *N.J.S.A. 18A:12-24.1(e)*, *N.J.S.A. 18A:12-24.1(g)*, *N.J.S.A. 18A:12-24.1(h)*, *N.J.S.A. 18A:12-24.1(i)*, and *N.J.S.A. 18A:12-24.1(j)* because, after the renewal of the non-tenured teacher was added to the Board's June 2018 agenda, Respondent provided "unfounded and false allegations" about the teacher to the other members of the Board and to the public in an attempt to vitiate the Superintendent's recommendation for renewal.

Following a comprehensive review of the Complaint, and given the factual evidence that is required, the Commission finds that even if the facts as contended 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)*, *N.J.S.A. 18A:12-24.1(c)*, *N.J.S.A. 18A:12-24.1(d)*, *N.J.S.A. 18A:12-24.1(e)*, *N.J.S.A. 18A:12-24.1(g)*, *N.J.S.A. 18A:12-24.1(h)*, *N.J.S.A. 18A:12-24.1(i)*, and/or *N.J.S.A. 18A:12-24.1(j)*. Assuming that Respondent, after learning that the renewal of the non-tenured teacher would be on the Board's agenda for the June 2018 meeting, discussed specific issues related to the teaching staff member's employment that were directly (or indirectly) impacting and informing the basis for her (Respondent's) decision-making in voting against his renewal, her actions do not embody a decision contrary to the educational welfare of children or deliberate action to obstruct District programs and policies (*N.J.S.A. 18A:12-24.1(b)*); action to effectuate policies and plans without consulting those affected by such policies and plans, or action unrelated to her duties as a Board member (*N.J.S.A. 18A:12-24.1(c)*); a direct order to school personnel or involvement in activities or functions that are the responsibility of other personnel (*N.J.S.A. 18A:12-24.1(d)*); a personal promise or action beyond the scope of Respondent's duties as a Board member (*N.J.S.A. 18A:12-24.1(e)*); action to disclose confidential information or the provision of inaccurate information (*N.J.S.A. 18A:12-24.1(g)*); action on a personnel matter without a recommendation from the Superintendent (*N.J.S.A. 18A:12-24.1(h)*); deliberate action which resulted in undermining, opposing, compromising, or harming the Superintendent in the proper performance of her duties (*N.J.S.A. 18A:12-24.1(i)*); and/or action on or attempted resolution of a complaint, or investigation related to a complaint prior to referral to the Superintendent or at a time or place other than a public meeting (*N.J.S.A. 18A:12-24.1(j)*).

Once again, there is nothing which prohibits Respondent from expressing her opinion to, and sharing information with, other members of the Board as to why she is voting a certain way and that may be contrary to a recommendation from the Superintendent. Simply because the Superintendent places a personnel matter on the agenda, and is supported by the Superintendent, does not mean that it must be approved by a member of the Board if he or she believes otherwise.

Accordingly, the Commission finds that the stated violations of *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), *N.J.S.A.* 18A:12-24.1(e), *N.J.S.A.* 18A:12-24.1(g), *N.J.S.A.* 18A:12-24.1(h), *N.J.S.A.* 18A:12-24.1(i), and *N.J.S.A.* 18A:12-24.1(j) in Count 2 should be dismissed.

#### **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), *N.J.S.A.* 18A:12-24.1(e), *N.J.S.A.* 18A:12-24.1(g), *N.J.S.A.* 18A:12-24.1(h), *N.J.S.A.* 18A:12-24.1(i), and/or *N.J.S.A.* 18A:12-24.1(j) in Count 1 and/or Count 2.

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: May 24, 2022

***Resolution Adopting Decision  
in Connection with C66-18***

***Whereas***, at its meeting on April 26, 2022, 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 April 26, 2022, 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)*, *N.J.S.A. 18A:12-24.1(e)*, *N.J.S.A. 18A:12-24.1(g)*, *N.J.S.A. 18A:12-24.1(h)*, *N.J.S.A. 18A:12-24.1(i)*, and/or *N.J.S.A. 18A:12-24.1(j)* in Count 1 and/or Count 2; and

***Whereas***, at its meeting on May 24, 2022, the Commission reviewed and voted to approve the within decision as accurately memorializing its actions/findings from its meeting on April 26, 2022; 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 May 24, 2022.

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Kathryn A. Whalen, Esq.  
Director, School Ethics Commission