

***Before the School Ethics Commission***  
***Docket No.: C71-24***  
***Decision on Probable Cause***

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**Kristen Pederson,  
Complainant**

**v.**

**Jason Garcia,  
Westwood Regional Board of Education, Bergen County,  
Respondent**

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**I. Procedural History**

The above-captioned matter arises from a Complaint that was filed with the School Ethics Commission (Commission) on September 13, 2025, by Kristen Pederson (Complainant), alleging that Jason Garcia (Respondent), a member of the Westwood Regional 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(a)* (Count 1), *N.J.S.A. 18A:12-24.1(c)* (Count 1), *N.J.S.A. 18A:12-24.1(d)* (Count 3), and *N.J.S.A. 18A:12-24.1(e)* (Counts 1, 2, and 3) of the Code of Ethics for School Board Members (Code). Respondent filed a Written Statement on November 6, 2024.

The parties were notified by correspondence dated May 13, 2025, that the above-captioned matter would be discussed by the Commission at its meeting on May 20, 2025, in order to make a determination regarding probable cause. Following its discussion on May 20, 2025, the Commission adopted a decision at its meeting on June 17, 2025, finding that there are insufficient facts and circumstances pled in the Complaint and in the Written Statement to lead a reasonable person to believe that the Act was violated as alleged in the Complaint and finding that any allegations stemming from actions from the time period of February 14, 2024, through March 1, 2024, as alleged in Count 1 and on March 8, 2024, as alleged in Count 2 were untimely filed.

**II. Summary of the Pleadings**

***A. The Complaint***

By way of background, Complainant provides Respondent, the Board President, “failed in his role by colluding with the Superintendent to negatively portray certain Board members in an effort to obtain personal gain, vindictively excluding three trustees from pertinent communication and information and slandering three trustees to other members of the Board, district employees and members of the public thereby leading to damaged reputations, distrust

and an operational deficiency amongst the Board.” According to Complainant, in August 2023 the Superintendent notified the Board “and the public via formal communication of her intent to retire following completion of the 2023-2024 school year.” Thereafter, in Fall 2023, the Board “interviewed and hired a search firm to assist with” hiring a new Superintendent. In December 2023, the Board unanimously voted to place the Superintendent on a “mandatory leave of absence” from December 2023 through mid-February 2024. During the Superintendent’s leave, the Board advertised for the position and conducted interviews. Ultimately, in February 2024, the Board found a candidate and made a formal offer. According to Complainant, the offer remained pending because Respondent did not secure “the paperwork associated with [the Superintendent’s] formal retirement filing with the State.” In mid-February 2024, the Superintendent returned to her position with “a series of workplace accommodation requests.” Complainant maintains that in April 2024, she became aware that the Superintendent “rescinded her intent to retire.” Complainant further maintains that in June 2024, the Superintendent “filed a lawsuit against the Board and current/former Board members . . . citing a series of unsubstantiated claims.” In September 2024, the lawsuit settled, and the Superintendent resigned.

Complainant asserts that throughout this process she “continuously reminded” Respondent, as well as Board counsel “of the need to obtain official retirement paperwork from [the Superintendent].” Complainant maintains that Board counsel “issued his official legal opinion,” which indicated that the Superintendent publicly communicated her retirement date, and the Board relied upon it and made both financial and personal commitments. Complainant contends that she expressed her concern that Board counsel was providing “incorrect legal guidance” and consequently, “a motion was made during the February public board meeting to appoint [Complainant] as a legal representative, as permitted under district policy 0174.” Complainant further contends that for the remainder of February 2024 to March 2024, Respondent “was responsible for working with [Board counsel] to coordinate with [the Superintendent’s] attorney on an ‘exit plan.’” Complainant notes that it was not until recently that “the Board attorneys shared communications with [Complainant] to prove [Respondent] was withholding information from select BOE trustees.” Thereafter, Complainant states she learned that new Board counsel, had taken over the Superintendent’s matter, because the District’s former legal counsel had “in fact been providing the BOE with incorrect legal guidance related to [the Superintendent’s] retirement.”

According to Complainant, she continued to express her concerns related to the poor legal advice and as a result, “in retaliation and an attempt to block” Complainant as the legal designee, Respondent along with other Board members, started to revise the version of Board policy 0174 to remove “the language” about the legal designee. At the April 25, 2024, Board meeting, Complainant notes that Respondent brought up revising the policy. The next day, Complainant e-mailed Respondent about the proposed policy change with Respondent confirming that Policy 0174 would be discussed at the next policy committee meeting and inviting Complainant to the policy meeting. On May 9, 2024, during the Board meeting, Respondent and five other board members voted to approve changes to Policy 0174.

With the above in mind, and in Count 1, Complainant asserts Respondent instructed Board counsel not to “respond to [Complainant’s] request for legal guidance, despite being reminded by trustee Laura Cooper that [Complainant] was appointed . . . as legal designee.”

Complainant further asserts Respondent violated *N.J.S.A. 18A:12-24.1(a)*, *N.J.S.A. 18A:12-24.1(c)* and *N.J.S.A. 18A:12-24.1(e)*, because he “took private action by instructing [Board counsel] to not [(sic)] respond to a request for legal guidance, as permitted . . .” Complainant alleges that Respondent’s actions “compromised the integrity of the board because it prevented board members with legitimate concerns about [his] actions and the direction of many significant items from obtaining legal opinions to protect the district and its stakeholders.”

In Count 2, Complainant contends that, during the time period of February 14, 2024, through March 1, 2024, Respondent “unilaterally approved” the Superintendent’s employment benefits, which were not aligned with her contract, and required Board approval. Complainant further contends Respondent violated *N.J.S.A. 18A:12-24.1(e)*, because he “took private action and made personal promises that benefitted [the Superintendent] but compromised the [B]oard and the district.” According to Complainant, “the school district suffered while [the Superintendent] was granted remote work accommodations, as other administrators had to fulfill her responsibilities.” Moreover, Respondent did not have the Board’s approval to grant the accommodations, which were not included in the Superintendent’s contract.

In Count 3, Complainant asserts that on March 8, 2024, Respondent and Board counsel conspired “to devise a plan to remove [the Superintendent] . . . [and] refused to provide [Complainant] with any information . . .” in violation of *N.J.S.A. 18A:12-24.1(d)*. Complainant further asserts that Respondent violated *N.J.S.A. 18A:12-24.1(e)*, by “taking independent and private action to devise a plan to remove [the Superintendent] from the district” and by refusing “to communicate” with Complainant and acting without Board approval.

### ***B. Written Statement***

Respondent initially argues Complainant is “a dissatisfied Board member,” who disclosed “confidential personnel information, disparages the former Superintendent and accuses the Board President of being unethical for his attempts to shield the District from litigation.” Moreover, Respondent notes Complainant has referenced and attached “a number of confidential documents regarding events which she claims happened in early 2024, including emails specifically noted to be attorney-client privileged.”

For clarification, Respondent provides on June 7, 2024, the Superintendent filed a complaint against the District alleging she was “subjected to humiliating conditions . . . retaliated against for having a disability and seeking accommodations,” which the District refused to provide. Respondent further provides, before filing the lawsuit, the Superintendent announced she intended to retire as of the end of the 2024 school year. According to Respondent, the Superintendent later retracted this announcement, “after the District had expended money on a search firm and was working towards selecting a new Superintendent.” Respondent maintains the Superintendent’s retraction “upset many Board members” including Complainant; however, Respondent provides “[t]hese types of intra-board squabbles should not detract from the Board goals . . . .”

As to Counts 2 and 3, Respondent argues they are time barred. For Count 2, Respondent argues that Complainant “was aware of these events as she was contemporaneously commenting

on and objecting to them in real time.” For Count 3, Respondent noted that Complainant attached an e-mail, as an exhibit, from Respondent to Complainant about said events on March 8, 2024, demonstrating that Complainant knew of the actions on that date.

Regarding a violation of *N.J.S.A.* 18A:12-24.1(a) in Count 1, Respondent maintains Complainant has failed to provide a final decision from any court of law or any administrative agency that would support this violation, and therefore, should be dismissed.

As to a violation of *N.J.S.A.* 18A:12-24.1(c) in Count 1, Respondent argues Complainant “has failed to identify any conduct under the regulations applicable to this subsection that would indicate a violation.” Moreover, despite Complainant’s claim that Board counsel “did not respond to her because of an alleged directive [from] Respondent,” “there is no evidence that they wished to communicate with her directly.” Respondent further argues Complainant “has not identified a ‘Board Action’ that [Respondent] undertook that was outside of his duties as a Board [m]ember, particularly its President.” According to Respondent, the “only person who would have been ‘affected’ by the Superintendent working remotely allegedly due to the conduct of Board [m]ember Cooper, would be the Superintendent herself.” Respondent also argues there was not a “‘policy or plan’ effectuated by the Superintendent’s action.” Per Respondent, the “fact that Complainant feel [(sic)] aggrieved by the situation and was actively engaged in conduct which led to the District being sued by the former Superintendent, does not transform it into a ‘policy or plan’ for the district or any private action by the Respondent, as any change to the Board’s policies could be done through a full Board vote.”

Regarding a violation of *N.J.S.A.* 18A:12-24.1(d), and although it is alleged in Count 3, which Respondent asserts should be time barred, Respondent further asserts despite Complainant’s “contractual interpretation that the Superintendent is not permitted to work from home as a reasonable accommodation for an alleged disability . . . an employer may be required to permit this remote work.” Further, working remotely has been an acceptable accommodation for over 20 years. Respondent maintains the failure to accommodate the Superintendent’s disability was part of her lawsuit against the District. According to Respondent, “although Complainant may call this an ‘employment benefit,’ it was something that the District could have been compelled to provide had the litigation not settled at a sizeable cost to the district based on the conduct of [Complainant] and two other individuals.” Furthermore, Respondent maintains Complainant “fails to set forth any factual allegations which suggest Respondent gave a direct order to school personnel . . . .”

As to a violation of *N.J.S.A.* 18A:12-24.1(e) in Counts 1-3, Respondent maintains that Complainant has failed to provide any evidence to demonstrate that Respondent “made any personal promises or took any private action which could have compromised the Board.” Respondent further maintains that none of his actions, namely not allowing Complainant to contact the Board attorneys or “unilaterally” approving the Superintendent to work from home, are outside of the role of Board President. As to Complainant’s emails that support her claim that Respondent “conspired” with Board counsel, Respondent argues the “two emails do nothing of the sort.”

Consequently, Respondent asserts that because the Complaint “is devoid of any facts sufficient to maintain a violation under the [Act] and untimely filed in part, the Commission should dismiss the Complaint.”

### III. Analysis

This matter is before the Commission for a determination of probable cause pursuant to *N.J.A.C. 6A:28-9.7*. A finding of probable cause is not an adjudication on the merits but, rather, an initial review whereupon the Commission makes a preliminary determination as to whether the matter should proceed to an adjudication on the merits, or whether further review is not warranted. Pursuant to *N.J.A.C. 6A:28-9.7(a)*, probable cause “shall be found when the facts and circumstances presented in the complaint and written statement would lead a reasonable person to believe that the Act has been violated.”

#### *Alleged Untimeliness*

In his Written Statement, Respondent submits that that allegations in Counts 2 and 3 all of the allegations are time-barred as they all occurred more than one hundred eighty (180) days prior to Complainant’s filing, and therefore, are untimely and should be dismissed.

In Count 2, Complainant alleges that the dates of occurrence were February 14, 2024, through March 1, 2024. In Count 3, Complainant alleges that the date of occurrence was March 8, 2024. As the Complaint was filed on September 13, 2024, Count 1 was filed 196 days after the date of occurrence and Count 2 was filed 189 days after the date of occurrence.

The Commission’s regulations provide a one hundred eighty (180) day limitation period for filing a complaint. More specifically, *N.J.A.C. 6A:28-6.5(a)* provides, in relevant part:

- (a) Complaints shall be filed within 180 days of notice *of the events which form the basis of the alleged violation(s)*. A complainant shall be deemed to be notified of events which form the basis of the alleged violation(s) *when he or she knew of such events or when such events were made public so that one using reasonable diligence would know or should have known* (emphasis added).

With the above in mind, and pursuant to *N.J.A.C. 6A:28-6.5(a)*, the Commission must determine when Complainant knew of the events which formed the basis of her Complaint, or when such events were made public so that one using reasonable diligence would know, or should have known, of such events.

The Commission recognizes that limitation periods of this type serve to discourage dilatoriness and provide a measure of repose in the conduct of school affairs. *Kaprow v. Berkley Township Bd. of Educ.*, 131 N.J. 571, 587 (1993). Thus, “notice of the alleged violation” must be interpreted in a manner that anticipates the reasonable diligence of complainant(s). In addressing potential violations of the Act, the Commission must balance the public’s interest in knowing of

potential violations against the important policy of repose and a respondent's right to fairness. The time limitations set forth in the regulations must be enforced if the Commission is to operate in a fair and consistent manner. *Phillips v. Streckenbein et al., Edgewater Park Bd. of Educ., Burlington County*, C19-03 (June 24, 2003).

Respondent noted in his Written Statement that Complainant was aware of the events which occurred in Count 2 as "she was contemporaneously commenting on and objecting to them in real time." For Count 3, Respondent noted that Complainant included an email from Respondent in her Complaint that she received in response to an email that she sent on March 8, 2024, demonstrating that she knew of the actions on said date.

After review, the Commission finds that there is not a credible basis upon which to find that Complainant was unaware of Respondent's actions/conduct until a date(s) other than when they occurred, namely March 1, 2024, and March 8, 2024. Although the Commission recognizes that the regulatory time period may be relaxed when strict adherence may be deemed inappropriate or unnecessary or may result in injustice, it finds no extraordinary circumstances in the within matter that would compel relaxation. The Commission finds that Respondent was aware of the actions at the time they were made, or could have been aware, shortly thereafter. Therefore, the Commission dismisses Counts 2 and 3 in the Complaint as being untimely.

### ***Jurisdiction of the Commission***

In reviewing the allegations in this matter, the Commission notes that its authority is limited to enforcing the Act, *N.J.S.A.* 18A:12-21 *et seq.*, a set of minimum ethical standards by which all school officials must abide. In this regard, the Commission has jurisdiction only over matters arising under the Act, and it may not receive, hear, or consider any matter that does not arise under the Act, *N.J.A.C.* 6A:28-1.4(a).

With the jurisdiction of the Commission in mind, to the extent that Complainant seeks a determination from the Commission that Respondent may have violated Board policies, the Commission advises that such determinations fall beyond the scope, authority, and jurisdiction of the Commission. Although Complainant may be able to pursue a cause of action(s) in the appropriate tribunal, the Commission is not the appropriate entity to adjudicate those claims. Accordingly, those claims are dismissed.

### ***Alleged Violations of the Act***

Complainant submits that Respondent violated *N.J.S.A.* 18A:12-24.1(a), *N.J.S.A.* 18A:12-24.1(c) and *N.J.S.A.* 18A:12-24.1(e), these provisions of the Code provide:

- a. I will uphold and enforce all laws, rules and regulations of the State Board of Education, and court orders pertaining to schools. Desired changes shall be brought about only through legal and ethical procedures.

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.

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.

Pursuant to *N.J.A.C. 6A:28-6.4(a)*, a violation(s) of *N.J.S.A. 18A:12-24.1(a)*, *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(e)* need to be supported by certain factual evidence, more specifically:

1. Factual evidence of a violation of *N.J.S.A. 18A:12-24.1(a)* shall include a copy of a final decision from any court of law or administrative agency of this State demonstrating that Respondent failed to enforce all laws, rules and regulations of the State Board of Education, and/or court orders pertaining to schools or that Respondent brought about changes through illegal or unethical procedures.

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.

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 his duties such that, by its nature, had the potential to compromise the board.

In Count 1, Complainant contends Respondent violated *N.J.S.A. 18A:12-24.1(a)*, *N.J.S.A. 18A:12-24.1(c)* and *N.J.S.A. 18A:12-24.1(e)* when he instructed Board counsel not to respond to Complainant's request for legal guidance although she was appointed by the Board as legal designee. Respondent argues that Complainant has not identified any conduct that would warrant a violation of the Act.

After review, the Commission finds that there are insufficient facts and circumstances presented in the Complaint and the Written Statement to lead a reasonable person to believe that *N.J.S.A. 18A:12-24.1(a)*, *N.J.S.A. 18A:12-24.1(c)*, and/or *N.J.S.A. 18A:12-24.1(e)* were violated in Count 1. Despite being required by *N.J.A.C. 6A:28-6.4(a)(1)*, the Commission finds that Complainant has not provided a copy of a final decision from any court of law or other administrative agency demonstrating or specifically finding that Respondent violated a specific law, rule, or regulation of the State Board of Education and/or court orders pertaining to schools, or that he brought about changes through illegal or unethical procedures. Without the required

final decision(s), a violation of *N.J.S.A. 18A:12-24.1(a)* is not supported. As for *N.J.S.A. 18A:12-24.1(b)*, Complainant indicates in her Complaint that she was provided with an opportunity to attend the policy committee meetings where proposed changes to Board policy 0174 were discussed. Therefore, Complainant has not provided 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. While Complainant might not agree with the revision to the policy, by her own admission, she was consulted and informed about the policy change. With respect to *N.J.S.A. 18A:12-24.1(e)*, Complainant has not shown how Respondent made any personal promises or took action beyond the scope of his duties as he acted at all times in this Count as a Board member.

Accordingly, and pursuant to *N.J.A.C. 6A:28-9.7(b)*, the Commission dismisses the alleged violations of *N.J.S.A. 18A:12-24.1(a)*, *N.J.S.A. 18A:12-24.1(c)* and *N.J.S.A. 18A:12-24.1(e)* in Count 1.

#### **IV. Decision**

In accordance with *N.J.S.A. 18A:12-29(b)*, and for the reasons detailed herein, the Commission hereby notifies Complainant and Respondent that there are insufficient facts and circumstances pled in the Complaint and in the Written Statement to lead a reasonable person to believe that the Act was violated as alleged in the Complaint and, consequently, dismisses the above-captioned matter. *N.J.A.C. 6A:28-9.7(b)*.

The within 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)*. Under *New Jersey Court Rule 2:4-1(b)*, a notice of appeal must be filed with the Appellate Division within 45 days from the date of mailing of this decision.

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Robert W. Bender, Chairperson

Mailing Date: June 17, 2025



***Resolution Adopting Decision  
in Connection with C71-24***

***Whereas***, at its meeting on May 20, 2025, the School Ethics Commission (Commission) considered the Complaint and the Written Statement submitted in connection with the above-referenced matter; and

***Whereas***, at its meeting on May 20, 2025, the Commission discussed finding that the facts and circumstances presented in the Complaint and the Written Statement would not lead a reasonable person to believe that the Act was violated, and therefore, dismissing the above-captioned matter; and

***Whereas***, at its meeting on May 20, 2025, the Commission discussed finding that any allegations stemming from the alleged actions in Counts 2 and 3 were untimely filed; and

***Whereas***, at its meeting on June 17, 2025, the Commission reviewed and voted to approve the within decision as accurately memorializing its actions/findings from its meeting on May 20, 2025; 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 June 17, 2025.

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Dana C. Jones  
School Ethics Commission