



STATE OF NEW JERSEY

In the Matter of Jason Skillern,
Newark School District

**FINAL ADMINISTRATIVE ACTION
OF THE
CIVIL SERVICE COMMISSION**

CSC Docket No. 2025-1678

Administrative Appeal

ISSUED: June 11, 2025 (SLK)

Jason Skillern, a former Custodian with the Newark School District (NSD), represented by Seth B. Kennedy, Esq., appeals his resignation in good standing.

In his request, Skillern states that in February 2025, the NSD alerted him that it believed that he was involved in a physical altercation with a special needs student in one of its schools. Further, he indicates that the NSD's Director of Labor Relations, Scott Carbone, Esq., represented that the NSD possessed security camera footage of the alleged incident, and he advised Skillern's Union Business Agent that it was in Skillern's best interest to resign. Thereafter, on February 19, 2025, Skillern submitted his resignation to the NSD. However, Skillern provides that before his resignation had been processed or made effective, at 1:06 P.M. on February 20, 2025, he emailed Carbone and other NSD leadership that his resignation was rescinded. Moreover, he states that Carbone confirmed that he "was able to see that the process" of making the resignation effective was "not started" in the NSD's Employee Self Service (ESS) electronic personnel system and was able to stop and rescind the resignation as requested. Additionally, Skillern submits a 1:47 P.M. email from the NSD acknowledging his recission request and confirming that his resignation had been cancelled. However, Skillern submits the NSD's 2:22 P.M. notification that his "resignation was already in process" despite what Carbone and the ESS system indicated and his last working day was February 19, 2025. Also, Skillern indicates that at 2:30 P.M., he received his first official confirmation of the acceptance of his resignation. Further, Skillern asserts that since February 20, 2025, his union and

counsel made repeated requests to review the purported security camera footage and to discuss his resignation rescission but received no response.

Skillern presents that under *N.J.A.C. 4A:2-6.1(a)*, a permanent employee may “resign in good standing by giving the appointing authority at least 14 days written or verbal notice,” unless the appointing authority expressly consents to a shorter timeframe. Further, he states that under *N.J.A.C. 4A:2-6.1(c)*, if the employee desires to rescind the resignation, the employee “may request to rescind the resignation prior to its effective date,” and that request “may be consented to by the appointing authority.” Finally, Skillern provides that under *N.J.A.C. 4A:2-6.1(d)* where an employee’s resignation was procured as “the result of duress or coercion, an appeal can be made to the Civil Service Commission.” Therefore, he indicates that he is appealing the NSD’s withdrawal of its consent to rescind his resignation. Skillern argues that there is no Civil Service regulation that provides for an appointing authority to revoke such consent to rescind a resignation once it was granted. Additionally, Skillern contends that because his resignation was based on the NSD’s representation that it possessed security camera footage which it never allowed himself or his union or counsel to view, his resignation was procured under duress and coercion.

In response, the NSD, represented by Xiomara Alvarez, Associate Counsel, presents that on February 12, 2025, Skillern was involved with a physical altercation with an autistic student at a secondary special education school, which was captured on closed circuit video. It indicates that on February 19, 2025, Skillern’s union representative and Carbone discussed the incident, and the union representative asked if the NSD would accept Skillern’s resignation as a resolution of the matter. The NSD notes that it was preparing to serve charges seeking Skillern’s removal. Further, it indicates that Carbone never spoke with Skillern directly. Later that same day, apparently after consultation with the union representative, Skillern resigned, effective immediately, through the NSD’s Employee Services Portal, which was consistent with the earlier discussion between Carbone and the union representative.

On the following day, February 20, 2025, at 1:06 P.M., Skillern attempted to rescind the resignation submitted the prior day via email to several NSD employees. Although the NSD acknowledges that an initial email was sent to Skillern at 1:47 P.M. indicating that the resignation had not been processed, it asserts that email was sent in error as noted in a second email sent at 2:22 P.M. stating, “Please disregard the previous email, it was sent in error! The resignation was already in process, the last working day is 2/19/25.” Further, contrary to Skillern’s 3:33 P.M. email claiming that Carbone had stopped the resignation process, the process of resignation is completed by the Employee Services Office, not Carbone’s office, the Labor Relations Office, so that was simply not possible. The NSD reiterates that Carbone never spoke with Skillern.

In the following weeks, the NSD indicates that the parties' representatives met to discuss a possible resolution. Additionally, on April 24, 2025, the NSD met with Skillern's union representative and counsel to review the closed-circuit video of the February 12, 2025, incident.

The NSD argues that Skillern clearly resigned in accordance with the rules and it accepted his resignation in accordance with *N.J.A.C. 4A:2-6.1(b)*. Further, the NSD highlights that under *N.J.A.C. 4A:2-6.1(c)*, an appointing authority "may" consent to a request to rescind the resignation prior to its effective date. However, in this matter, despite an erroneous email by the NSD which was rectified 35 minutes later, the NSD indicates that it exercised its discretion not to accept Skillern's request to rescind his resignation that was given and effective the prior day. Concerning Skillern's duress or coercion claim, it emphasizes the April 24, 2025, meeting where Skillern's union representative and counsel reviewed the video of the incident, so it asserts that there was no duress or coercion on its part. It attaches Carbone's certification where he states that Skillern falsely claimed in his 3:33 P.M. email on February 20, 2025, that he had stopped him from rescinding his resignation along with confirming the representations as stated in the NSD's response in this matter.

In reply, Skillern asserts that the NSD never affirmatively consented to a notice period shorter than 14 days before Skillern's resignation could be effective. He presents that he submitted his resignation on February 19, 2025. Therefore, Skillern believes that absent express consent, his resignation could not have been effective until March 5, 2025. On the next day, and before he ever received acknowledgement of his resignation, Skillern indicates that he rescinded his resignation, and the NSD confirmed that he rescinded his resignation before it had been processed. In other words, Skillern asserts that the NSD received his recission request before it even received the original resignation, much less had the opportunity to waive the mandatory statutory notice period of 14 days. As such, Skillern states that the NSD accepted his request to rescind that resignation before the statutory minimum period had passed without ever consenting to a shorter resignation period. Therefore, he believes that the NSD should not be entitled to un-rescind that resignation once it agreed.

Skillern argues that the applicable regulation does not empower an appointing authority to force an employee into resignation after granting the employee's request to rescind their resignation. He emphasizes that the rule allows employees to resign in good standing on 14 days' notice before the effective date of the resignation, and it allows appointing authorities to agree to either shorten that effective period or agree to rescind the resignation request before it becomes effective, which was what the NSD did. However, Skillern argues there are no regulations which permit the NSD to forcibly un-rescind a resignation as it did here. He states that absent regulatory authority to accept Skillern's resignation request after already agreeing to rescind

that same request, the NSD's actions were impermissible. Skillern believes that the NSD's original agreement to rescind the resignation was irrevocable once agreed to, and the NSD should be required to reinstate him.

Regarding Skillern's duress or coercion claim, through Skillern's union representative, the NSD threatened him with disciplinary action if he refused to resign, citing security camera footage and other evidence, which it then refused to produce to substantiate the charges against him. Skillern argues that by the NSD making unsupported threats of disciplinary action, without providing him an opportunity to review the evidence against him before he submitted his resignation, the NSD procured his resignation via duress and coercion, warranting its rescission on appeal.

CONCLUSION

N.J.A.C. 4A:2-6.1(a) provides that any permanent employee in the career service may resign in good standing by giving the appointing authority at least 14 days written or verbal notice, unless the appointing authority consents to a shorter notice. *N.J.A.C.* 4A:2-6.1(b) provides that the resignation shall be considered accepted by the appointing authority upon receipt of the notice of resignation. *N.J.A.C.* 4A:2-6.1(c) provides that a request to rescind the registration prior to its effective date may be consented to by the appointing authority. *N.J.A.C.* 4A:2-6.1(d) provides that where it is alleged that a resignation was the result of duress or coercion, an appeal may be made to the Civil Service Commission under *N.J.A.C.* 4A:2-1.1.

In this matter, the record indicates that on February 12, 2025, there was an incident where Skillern was involved in an alleged physical altercation with a special needs student. Thereafter, on February 19, 2025, Carbone, NSD's Director of Labor Relations, met with Skillern's Union Business Agent. During the meeting, Carbone indicated that the NSD had video footage of the incident although the video footage was not shown at that time. Further, although there is a discrepancy in the record as to who suggested it, they discussed Skillern resigning to resolve the matter. Later that day, through the NSD's Employee Service Portal, Skillern submitted his resignation. However, on February 20, 2025, at 1:06 P.M., Skillern emailed Carbone and other NDS employees indicating that he was rescinding his resignation. Initially, in response, at 1:47 P.M. on that same day, an email from NPS registration indicated that Skillern stopped the resignation process in time and his resignation was denied due to the cancellation. The Employee Service Portal also indicated that his resignation request had been denied. Subsequently, at 2:22 P.M. on the same day, the NSD indicated that the prior email should be disregarded as it was sent in error as the resignation was already in process and his last working day was February 19, 2025. Additionally, at 2:22 P.M., an email from NPS Resignation also confirmed that Skillern's resignation was accepted by the NSD, effective February 19, 2025. In other

words, the record indicates that Skillern submitted his resignation on February 19, 2025, and while the NSD initially mistakenly accepted his request to rescind his resignation on February 20, 2025, it rectified its error in approximately one-half hour, and the NSD did not accept Skillern's resignation rescission request. Accordingly, as it was solely within the NSD's discretion as to whether to accept Skillern's resignation rescission request, there is no basis to rescind Skillern's resignation as no vested or other rights are accorded by an administrative error. *See Cipriano v. Department of Civil Service*, 151 N.J. Super. 86 (App. Div. 1977); *O'Malley v. Department of Energy*, 109 N.J. 309 (1987); *HIP of New Jersey v. New Jersey Department of Banking and Insurance*, 309 N.J. Super. 538 (App. Div. 1998).

Concerning Skillern's claim that he resigned under duress or coercion, N.J.A.C. 4A:2-6.1(d) allows an employee to appeal a resignation in good standing if the resignation was the result of duress or coercion. In this regard, an appellant has the burden of proving by a preponderance of the evidence that the resignation was the result of duress or coercion on the appointing authority's part. In New Jersey, the law concerning the concept of duress has been extensively examined. As stated by Administrative Law Judge Robert S. Miller and affirmed in *In the Matter of Dean Fuller* (MSB, decided May 27, 1997):

Duress is a force, threat of force, moral compulsion, or psychological pressure that causes the subject of such pressure to become overborne and deprived of the exercise of free will. *Rubenstein v. Rubenstein*, 20 N.J. 359, 366 (1956) . . . This test is subjective, and looks to the condition of the mind of the person subjected to coercive measures, not to whether the duress is of "such severity as to overcome the will of a person of ordinary firmness." [*Shanley & Fisher, P.C. v. Sisselman*, 215 N.J. Super. 200, 212 (App. Div. 1987)] (citation omitted). Therefore, "the exigencies of the situation in which the alleged victim finds himself must be taken into account." *Id.* at 213, quoting *Ross Systems v. Linden Dari-Delite, Inc.*, 35 N.J. 329, 336 (1961).

However, a party will not be relieved of contractual obligations "in all instances where the pressure used has had its designed effect, in all cases where he has been deprived of the exercise of his free will and constrained by the other to act contrary to his inclination and best interests." *Wolf v. Marlton Corp.*, 57 N.J. Super. 278, 286 (App. Div. 1959). Rather, "the pressure must be wrongful, and not all pressure is wrongful." *Rubenstein, supra* at 367. Further, "it is not enough that the person obtaining the benefit threatened intentionally to injure . . . provided his threatened action was legal . . ." *Wolf, supra* at 286, quoting 5 Williston, Contracts (rev. ed. 1937), § 1618, p. 4523.

It is a “familiar general rule . . . that a threat to do what one has a legal right to do does not constitute duress.” *Wolf, supra* at 287. “A ‘threat’ is a necessary element of duress, and an announced intention to exercise a legal right cannot constitute a threat.” *Garsham v. Universal Resources Holding, Inc.*, 641 F. Supp. 1359 (D.N.J. 1986). Thus, as long as the legal right is not exercised oppressively or as a means of extorting a settlement, the pressure generated by pursuit of that right cannot legally constitute duress. *See generally, Great Bay Hotel & Casino, Inc. v. Tose*, 1991 W.L. 639131 (D.N.J. 1991) (unrep.) and citations therein.

An appointing authority has a legal right to pursue disciplinary action against an employee. Thus, the pursuit of disciplinary action cannot constitute duress unless an appointing authority pursued its legal right in an oppressive manner or purely as a means to extort a settlement. As stated by the court in *Ewert v. Lichtman*, 141 N.J. Eq. 34, 36 (Ch. Div. 1947):

Assuredly action taken by one voluntarily and as a result of a deliberate choice of available alternatives cannot ordinarily be ascribed to duress. (citation omitted). Thus, although the appellant may have accepted the settlement under the weight of adversity and was subject to stress, courts . . . should act with supreme caution in abrogating and countermanding such dealings. The qualities of the bargain which the litigant once regarded as expedient and pragmatistical ought not to be reprocessed by the court into actionable duress. *Id.* at 38.

In this matter, the record indicates that in the face of potential discipline, Skillern made a choice to resign rather than go through the disciplinary process, which is not considered duress or coercion. Further, even if the NSD stated to Skillern’s Union Business Agent that it possessed video evidence, which it did not show at that time, and suggested that it was in Skillern’s best interest to resign, this does not negate Skillern’s decision to submit his resignation, which, under these circumstances, is considered a *choice* in lieu of discipline. Such a choice cannot be considered to meet the standard for duress or coercion as defined above. Finally, the fact that Skillern apparently regretted his choice to resign in no way establishes that his decision should be negated absent a showing of undue coercion or duress.

ORDER

Therefore, it is ordered that appeal be denied.

This is the final administrative determination in this matter. Any further review should be pursued in a judicial forum.

DECISION RENDERED BY THE
CIVIL SERVICE COMMISSION ON
THE 11TH DAY OF JUNE, 2025

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