

**New Jersey Commissioner of Education**  
**Final Decision**

Robin Soriano,

Petitioner,

v.

Board of Education of the Township of Monroe,  
Middlesex County, and Chari Chanley, Acting  
Superintendent,

Respondent.

The record of this matter, the Initial Decision of the Office of Administrative Law (OAL), the exceptions filed jointly by respondents Monroe Township Board of Education (Board) and Superintendent Chari Chanley (Chanley) pursuant to *N.J.A.C. 1:1-18.4*, and petitioner's reply thereto, have been reviewed and considered.

Chanley was appointed by the Board as Acting Superintendent on November 17, 2021, with her contract signed on November 22, 2021 and effective until June 30, 2022. On July 20, 2022, the parties entered into a permanent Superintendent contract, retroactive to July 1, 2022, and effective through June 30, 2025. In this matter, petitioner challenges the contract process, as well as a reimbursement payment made by the Board to Chanley on June 27, 2022, in the amount of \$876.28, for one credit of dissertation research taken in furtherance of Chanley's pursuit of a doctoral degree.

Following a hearing, the Administrative Law Judge (ALJ) concluded that the Board violated Board Policy 1620, *N.J.S.A.* 18A:11-11, and *N.J.A.C.* 6A:23-3.1(c)(1) when it failed to provide public notice and a public hearing after requesting to extend Chanley's Acting Superintendent contract. The ALJ also concluded that the Board violated Board Policies 6472 and 1620 and the terms of the employment contract with Chanley when it reimbursed her without prior Board approval. The ALJ ordered that the Board must cease from violating Board policies and the employment contract by strictly adhering to the procedure or approving enrollment and tuition reimbursement forms, and that Chanley must cease violating the policies by submitting all forms in accordance with the procedures outlined in the policies.

In its exceptions, the Board argues that petitioner failed to present sufficient evidence to establish that Board Policy 6472, requiring prior Board approval for tuition reimbursement, was violated. According to the Board, none of petitioner's witnesses were members of the Board during the relevant time period, nor did they possess direct knowledge of the Board's internal processes concerning course approval and tuition reimbursement. The Board points to the testimony of Board President Christina Skurbe (Skurbe), who indicated that the Board had delegated approval of tuition reimbursement requests to Assistant Superintendent Adam Layman, and contends that this testimony should have been afforded greater credibility based on Skurbe's firsthand involvement with the process. The Board submits that its delegation of authority was lawful and aligned with district practices and policies. The Board argues that it was inappropriate for the ALJ to order Chanley to cease violating Board policy, as any alleged procedural violations stemmed from the actions of the Board, not Chanley. Additionally, the Board alleges that even if the Board's actions were deficient, the ALJ failed to acknowledge the

significance of its ratification of the tuition reimbursement, citing to case law holding that ratification relates back to the date of the original act and contending that the Board's ratification during a public meeting effectively remedied any procedural defects that may have existed in the approval process. Finally, the Board claims that petitioner failed to show any material harm to the public interest or financial harm to the district.

With regard to the process by which it hired Chanley, the Board argues that public notice and a hearing were not required. According to the Board, the ALJ improperly applied the provisions of *N.J.S.A. 18A:11-11*, which governs the requirements when a superintendent's contract is renegotiated or materially altered, rather than the provisions of *N.J.A.C. 6A:9B-13.1*, which governs short-term administrative renewals. The Board contends that its actions fully complied with *N.J.A.C. 6A:9B-13.1*.

In response, petitioner argues that the ALJ's Initial Decision does not cite to the testimony of any witnesses other than Skurbe, so the Board's exception regarding the weight of her testimony is without basis. According to petitioner, Chanley should not be absolved of responsibility because her employment contract includes terms regarding tuition reimbursement. Petitioner contends that there is no record of Board-approved delegation of duties, and that Skurbe's testimony on this topic was not credible. Petitioner argues that the Board's approval of the tuition reimbursement payment cannot function as ratification on the issue of course approval and notes that, regarding the harm to the district, her focus is the preclusion of public participation and transparency.

As to the hiring process, petitioner submits that Board Policy 1620 envisions that *N.J.S.A. 18A:11-11* and *N.J.A.C. 6A:9B-13.1* should be aligned. Petitioner argues that the type of change

that actually occurred – a change to the length of time of the term of Chanley’s contract – is a change that should trigger the public notice and hearing requirements of *N.J.S.A. 18A:11-11*.

Upon review, the Commissioner disagrees with the ALJ that the Board violated its policies regarding Chanley’s tuition reimbursement. The ALJ recounted testimony from Skurbe that the Board delegated its authority to approve tuition reimbursement for Chanley to Layman. The ALJ found that there was no evidence to corroborate Skurbe’s testimony that the delegation occurred.<sup>1</sup> However, the fact that Layman signed the form approving Chanley’s reimbursement request does corroborate Skurbe’s testimony. Moreover, the ALJ did not make any credibility findings as to Skurbe, and the Commissioner therefore concludes that Skurbe’s testimony should be accepted. Even if her testimony was not corroborated by meeting minutes reflecting the delegation of authority to Layman, the Commissioner notes that the burden of proof in this matter is on petitioner, not on the Board. Skurbe’s testimony was not rebutted by any evidence presented by petitioner. Accordingly, the Commissioner concludes that the approval of Chanley’s reimbursement request by Layman was appropriate. Additionally, Layman’s approval was ratified by the Board when it approved the reimbursement in July 2022.

With regard to Chanley’s contract, the Commissioner concurs with the ALJ that the Board was required by *N.J.S.A. 18A:11-11* to provide public notice and a public hearing prior to extending Chanley’s contract. *N.J.A.C. 6A:9B-13.1* provides that a board of education must apply to the Commissioner for permission to employ, in an acting capacity, an administrator who is not properly certified to hold the position. The Commissioner’s approval is effective for three months and can be renewed for additional three-month periods. *Ibid.* However, nothing in this provision

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<sup>1</sup> The ALJ specifically noted that there were no meeting minutes reflecting the delegation.

indicates that the Commissioner's approval obviates the Board's responsibility to comply with other statutory and regulatory provisions regarding administrator contracts. *N.J.S.A. 18A:11-11* clearly requires that a "board of education shall not renegotiate, extend, amend, or otherwise alter the terms of a contract" without public notice and a public hearing. The plain language of the statute includes the extension of a contract and, therefore, it is irrelevant that there was no other change to the terms of Chanley's contract.

The Commissioner rejects the Board's argument that Chanley's Acting Superintendent contract was a single contract that continued to run until a permanent Superintendent was appointed. The contract expressly provides that it is employing Chanley as Acting Superintendent "in accordance with *N.J.A.C. 6A:9B-13.1*." (Exhibit J-6). As such, the provisions of *N.J.A.C. 6A:9B-13.1* are inextricably intertwined with the contract and, rather than running for an indefinite period of time,<sup>2</sup> the contract term is defined by the corresponding approval of the Commissioner for the contract's existence. This proposition is supported by the Board's own statements and actions throughout the relevant time period. For example, the minutes from the Board's November 17, 2021 meeting include a resolution stating, "the Board hereby approves the Acting Superintendent contract with Ms. Chanley, commencing on November 20, 2021 through February 10, 2022, with the understanding that, if necessary, it may request an extension of that term as allowed by *N.J.A.C. 6A:9B-13.1*."<sup>3</sup> On February 4, 2024, Skurbe wrote to Executive

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<sup>2</sup> A contract with no end date would be inconsistent with *N.J.A.C. 6A:9B-13.1(b)*, which requires a board to apply in writing for permission to employ an individual in an acting capacity for a prior of longer than one year. Permanent Superintendent contracts must also have a defined term pursuant to *N.J.S.A. 18A:15-17*.

<sup>3</sup> The November 17, 2021 minutes were pre-marked as Exhibit P-28 by petitioner and provided to the ALJ, and they are therefore included in the OAL's file; however, they were not entered into evidence at the

County Superintendent Kyle Anderson regarding the Board's "extension request." (Exhibit J-33). The response from then-Acting Commissioner Angelica Allen-McMillan also referred to the Board's "request to extend Mrs. Chari Chanley's service as the district's Acting Superintendent from February 11, 2022, to May 11, 2022." (Exhibit J-34). Acting Commissioner Allen-McMillan used the same language on May 13, 2022, responding to the Board's "letter requesting an extension of Ms. Chari Chanley's service as the district's Acting Superintendent." (Exhibit J-37). Finally, the Board's May 5, 2022 minutes include a resolution "extending the employment contract for Ms. Chari Chanley, Acting Superintendent of Schools, until June 30, 2022." (Exhibit R-6).

The Commissioner also rejects the Board's argument that each time period represented a replacement contract, for which a public hearing is not required. While the Acting Superintendent contract provides that it terminates immediately if the Commissioner's approval under *N.J.A.C. 6A:9B-13.1* is not received, Acting Commissioner Allen-McMillan granted her approval each time it was requested. As such, Chanley's contract did not expire. Notably, the Board and Chanley did not execute a new contract each time Acting Commissioner Allen-McMillan's approval was granted, further supporting the conclusion that the contract was extended, rather than expired and replaced.

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hearing. Nonetheless, because board of education meeting minutes are public documents and both parties had access to the November 17, 2021 minutes, the Commissioner has chosen to review them. The November 17, 2021 minutes are relevant insofar as they are part of the pattern described herein, but they are not dispositive, and the Commissioner's conclusion would remain the same even if they were not included as part of the analysis.

The language of the contract, as well as the statements and actions of all parties, demonstrate that the Board and Chanley entered into a contract for an initial term of three months, consistent with Acting Commissioner Allen-McMillan's approval, and subsequently extended that contract twice – in February 2022 and in May 2022 – without the public hearing required by *N.J.S.A. 18A:11-11*.

Accordingly, the Board's extensions of Chanley's contract beyond the initial period of November 17, 2021 through February 10, 2022, is reversed. The Board is directed to vote on a new employment contract covering the period from February 11, 2022 through June 30, 2022, subject to satisfying the public notice and public hearing requirements of *N.J.S.A. 18A:11-11*.<sup>4</sup>

Accordingly, the Initial Decision is adopted in part and rejected in part.

IT IS SO ORDERED.<sup>5</sup>

  
ACTING COMMISSIONER OF EDUCATION

Date of Decision: January 21, 2025  
Date of Mailing: January 22, 2025

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<sup>4</sup> The Board is not required to resubmit its request for the Commissioner's approval of Chanley's service as Acting Superintendent during this time period, as Acting Commissioner Allen-McMillan's approval remains effective.

<sup>5</sup> This decision may be appealed to the Appellate Division of the Superior Court pursuant to *N.J.S.A. 18A:6-9.1*. Under *N.J.Ct.R. 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.



**State of New Jersey**  
OFFICE OF ADMINISTRATIVE LAW

**INITIAL DECISION**

OAL DKT. NO. EDU 04076-22

AGENCY DKT. NO. 96-5/22

**IN THE MATTER OF ROBIN  
SORIANO, TOWNSHIP OF MONROE  
BOARD OF EDUCATION, MIDDLESEX  
COUNTY, AND CHARI CHANLEY,  
ACTING SUPERINTENDENT.**

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**Robin Soriano**, petitioner, pro se

**Patrick F. Carrigg**, Esq., for respondent Township of Monroe Board of Education, Middlesex County, and Chari Chanley, Acting Superintendent (Lenox Law Firm, attorneys)

Record Closed: August 2, 2024

Decided: September 16, 2024

BEFORE **KIM C. BELIN**, ALJ:

**STATEMENT OF THE CASE**

The respondent, Monroe Township Board of Education (Board/respondent), paid tuition reimbursement to Chari Chanley (Superintendent/Chanley) for graduate classes taken in Spring 2022, but Chanley failed to attain a doctoral degree. Board policies, the collective bargaining agreement between the Board and the administrators, and the



Acting Superintendent contract prescribe procedures for tuition reimbursement. Did the Board adhere to these procedures? No, Board Policy 6472 required prior approval by the Board before tuition was to be reimbursed.

### **PROCEDURAL HISTORY**

On April 28, 2022, petitioner filed a complaint with the New Jersey Department of Education's Office of Controversies and Disputes (OCD) requesting a formal State investigation into the tuition reimbursement for the Superintendent and the respondent's hiring practices of the Superintendent and business administrator/board secretary. On May 18, 2022, the respondent filed a Motion to Dismiss in Lieu of an Answer, and the contested case was transmitted to the Office of Administrative Law (OAL), where it was filed on May 19, 2022. N.J.S.A. 52:14B-1 to 15 and N.J.S.A. 52:14F-1 to 13.

A telephone conference was held on September 21, 2022, where a briefing schedule was established regarding the respondent's pending Motion to Dismiss. On September 28, 2022, respondent filed his motion, and the petitioner filed her opposition to respondent's motion on October 11, 2022. Respondent did not file a reply brief, and neither party requested oral argument, thus the record on the motion closed on October 11, 2022. On November 14, 2022, the undersigned granted the Board's motion in part and denied the motion in part. The issues were narrowed to:

- Whether the Superintendent abused the tuition reimbursement provisions contained in the relevant collective bargaining agreement, Superintendent contracts and Board policy, and
- Whether the hiring process for the Superintendent was done in compliance with New Jersey law and Board policy.

A hearing was scheduled for May 2, 2023, and May 3, 2023; however, those dates were adjourned at the request of the parties, and a hearing was held on July 31, 2023, and August 1, 2023. At the conclusion of the petitioner's case, the Board

submitted a motion for a directed verdict or to dismiss. The petitioner opposed the motion on August 23, 2023. This motion was granted in part and denied in part in an Order dated October 4, 2023. Hearing dates were scheduled for January 8, 2024, and February 28, 2024; however, both were adjourned at the request of the parties.

In a letter dated January 4, 2024, the respondent's counsel responded to petitioner's request for additional discovery and alerted this Tribunal to two issues regarding the Order dated October 4, 2023. Upon review, the Order was revised and reissued on May 1, 2024. The hearing resumed on June 27, 2024. The record was held open for closing submissions, which were received on July 31, 2024, and the record closed on that date.

### **FACTUAL FINDINGS AND CONCLUSIONS**

The parties drafted stipulated facts, which were revised by the respondent. Having not received any objection from petitioner, for purposes of this motion, I **FIND** the following as **FACTS** essentially not in dispute:

1. Chanley was hired in the District in August 2003 as the assistant principal of Applegarth Middle School (Monroe Township Middle School). (P-26 at 22.)
2. Chanley was appointed as the Acting Superintendent on November 17, 2021. (P-28.)
3. Chanley's Acting Superintendent contract was signed on November 22, 2021, and effective until June 30, 2022, after which it was superseded by her Permanent Superintendent contract. (P-6 and P-8.)
4. The resume that Chanley submitted in her application for the Acting Superintendent position listed an "anticipated graduation" date of "December 2021" from Rowan University's doctoral program. (P-2 at 22)

5. The Board was aware of Chanley's pursuit of her doctoral degree and approved her continuing to take courses in furtherance of her dissertation. The Board did not object to Chanley's pursuit of a doctoral degree.
6. A doctoral degree was not required for the Superintendent position.
7. The Board voted to withdraw the Permanent Superintendent job posting on November 17, 2021. (P-28.)
8. On November 17, 2021, the Board also created an ad hoc committee to review application packets for the Permanent Superintendent position. (P-28.)
9. Clause 3E of the Acting Superintendent contract states, "Acting Superintendent shall receive the written approval of the Board for any courses for which she will seek tuition reimbursement for graduate level courses at an accredited institution of higher education that are part of a formal program of studies leading toward a doctoral degree in an area or discipline judged to be of benefit to the Board. Tuition reimbursement must culminate in the acquisition of a doctoral degree confirmed by a duly accredited institution of higher education." (P-6.)
10. Clause 4 of the Acting Superintendent contract states, "In addition, upon the termination of this contract, Acting Superintendent shall be returned to her position of Middle School Principal and shall retain all tenure rights and all benefits to which she is entitled under the existing Agreement between the Board and the Monroe Township School Administrators Association, including any annual increase she would be entitled to at that time had she continued to serve in the position of Middle School Principal in lieu of serving as Acting Superintendent, and any increase to which she will be entitled in the event she has obtained a doctoral degree at that time." (P-6.)

11. The Board did not vote to extend Chanley's Acting Superintendent contract in December 2021, January 2022, or February 2022. (R-4-R-6; P-33.)
12. The Board requested that the Commissioner of Education (Commissioner) approve the Acting Superintendent contract because Chanley did not have the requisite Superintendent certification. In the letter, dated February 9, 2022, the Commissioner approved Chanley's continued Acting Superintendent contract for the period February 11, 2022, through May 11, 2022. (P-34.)
13. During the March 15, 2022, Board Meeting, the Board of Education approved the dissolution of the ad hoc committee that was established in November 2021 for the sole purpose of reviewing the applications for the Permanent Superintendent position. (R-5.)
14. The May 5, 2022, Board resolution provided for Chanley's continued appointment as Acting Superintendent. (R-6.)
15. On May 13, 2022, Chanley was granted a second extension to serve as Acting Superintendent from May 12, 2022, through August 11, 2022. (P-37.)
16. The Board did not provide public notice or a hearing after the Commissioner approved the two contract extensions.
17. On May 13, 2022, the Commissioner approved the second extension to Chanley's Acting Superintendent contract, with the following conditions: "By 5:00 pm on Friday, May 20, 2022, the Board will send Kyle Anderson a complete timeline of the NJSBA [New Jersey School Boards Association] search process. Please note that this process must be transparent and include opportunities for public engagement and comments on candidates. Beginning on June 10, 2022, the Board will

submit a biweekly report to the ECS [Executive County Superintendent] detailing progress on the search process (June 24, July 8, July 22, etc.). The Board shall nominate and have a signed contract with a new full-time superintendent within the timeline of the NJSBA search process. Any additional request for a three-month extension must be made to the ECS no later than August 1, 2022.” (P- 37.)

18. Following the closed session on May 19, 2022, regarding the Superintendent search, no action was taken. (R-7.)
19. On May 24, 2022, the Board sent out the “Community Input Survey.” (P-29.)
20. On June 1, 2022, the Board’s Superintendent Search Timeline posted on the district website stated that the Board held a special meeting to discuss applicants and survey results. (R-8.)
21. The district released the Superintendent survey results on September 8, 2022, on opramachine.com. (P-42.)
22. Chanley submitted a Pre-registration for Educational Assistance Determination Form to enroll in a one-credit course for the Spring 2022 term on or about December 14, 2021. The form was signed by Dr. Adam Layman, the Assistant Superintendent, on December 14, 2021. (J-12.)
23. On June 27, 2022, Chanley was reimbursed \$876.28 for one credit of dissertation research. (P-12.)
24. On July 20, 2022, Chanley’s Superintendent employment contract was board-approved retroactive to July 1, 2022, and extended through June 30, 2025. (R-13, P-8.)

25. District Policy 6472 governs tuition assistance and specifies, “The employee shall be required to obtain approval from the Superintendent of Schools prior to enrollment in any course for which tuition assistance is sought. In the event the Superintendent denies the approval, the employee may appeal the denial to the Board of Education. In the case of tuition assistance for the Superintendent of Schools, the approval shall be obtained from the Board of Education.” (P-9.)
26. District Policy 1620 governs the terms of administrative employment contracts. Clause 14 states, “No contract shall include a provision for additional compensation upon the acquisition of a graduate degree unless the graduate degree is conferred by a regionally accredited college or university as defined in applicable regulations. No contract shall include a provision for assistance, tuition reimbursement, or additional compensation for graduate school coursework, unless the coursework culminates in the acquisition of a graduate degree conferred by a regionally accredited college or university as defined in applicable regulations.” (P-5.)
27. At the July 20, 2022, Board Meeting, the Board approved the Bills List that included the \$876.28 tuition reimbursement that was already paid to Chanley on June 27, 2022. On the July 2022 Bills List, this payment is described as “1 credit class Reimburse Spring 2022.” (P-12; R-20.)
28. In her April 20, 2023, certification, Chanley attested that she was “scheduled to graduate” on June 30, 2023. (R-17.)

### **TESTIMONY**

#### **For petitioner:**

**Steven Riback** (Riback) served two terms on the Monroe Township Board of Education from 2014 through 2020. He was also a retired teacher and school

administrator. He knew Chanley when she started as a principal. Board Policy 6472 required employees to obtain approval from the Superintendent or the Board prior to tuition reimbursement. Board Policy 1620 prohibited tuition reimbursement if the employee did not obtain a graduate degree. In April 2022, he learned of the numerous tuition reimbursements to Chanley. He was shocked because of the length of time it took her to acquire a doctoral degree. None of the prior Superintendents took twelve years to complete a doctoral degree. The County Superintendent did not approve of the Board's decision to hire Chanley as Superintendent.

On cross examination, Riback stated that he was the former board president and was on the finance committee. As such, he reviewed the bills list and could ask questions about the bills list. However, tuition reimbursement was not listed on the bills list for regular employees. He asked questions on agenda items.

On re-direct, Riback stated that the bills list did not identify if payment was specifically to cover a course of study. There was no tally of where an employee was in the course of that employee's study. He did not ask questions about reimbursement for employees, including Chanley, because he believed that would be micromanaging. The Superintendent approved tuition reimbursement.

**Brian Fabiano** (Fabiano), was personal friends with Chanley and Christine Surbey (Skurbe) prior to September 2022. Fabiano has known Skurbe since 2019, when he assisted with her campaign to run for a seat on the Board. Skurbe introduced him to Chanley, and the plan was to replace the former Superintendent. Chanley was the principal at that time. Fabiano saw Chanley frequently at board meetings. He knew that a majority of the board members wanted Chanley to be the Acting Superintendent in the summer of 2021 and Permanent Superintendent by June 2022. Fabiano stated that he understood the reasons for replacing the former Superintendent were because there were issues with the former business administrator, the need to "right the ship," and displeasure with the former Superintendent. Fabiano initially thought Chanley would be a good replacement because she led him to believe she would do the right thing.

Fabiano stated he was aware that some board members had concerns with Chanley and her relationship with Skurbe. On October 29, 2021, Fabiano received an email stating that the County Superintendent did not approve Chanley as the Acting Superintendent. On November 9, 2021, Skurbe sent him a text inviting him to get involved to get Chanley approved. He agreed and drafted emails to the Commissioner's office demanding that Chanley be appointed as Acting Superintendent. He also called the Commissioner sixty to seventy times in three hours. However, the Commissioner never responded directly. Instead, the Commissioner's chief of staff responded. On November 10, 2021, Skurbe sent him a text saying that the Commissioner was working on getting Chanley approved. By Friday, November 12, 2021, the Department of Education had approved Chanley as the Acting Superintendent.

After Chanley was appointed Acting Superintendent, Fabiano's relationship with Skurbe changed drastically. He felt duped because Chanley was not good for the district. Chanley was a puppet for Skurbe. For example, Fabiano spoke to Chanley in January 2022 about policy changes, and Chanley said that she needed Skurbe's approval. He had a "falling out" with Skurbe.

Fabiano believed the Board's process to hire Chanley was wrong. There was only one candidate other than Chanley. The public did not have an opportunity to be involved in the selection of Chanley. He knew that the process was rigged in Chanley's favor and he was part of that process.

On cross-examination, Fabiano stated that his wife was on the Board beginning in January 2022. He was not involved in interviews for the Acting or Permanent Superintendent positions.

**Sarah Aziz** (Aziz) is a certified public accountant and a member of the American Institute of Certified Public Accountants. She earned a certificate in core forensic accounting. She moved into the Monroe Township School District in 2016 and has three children attending the Monroe Township School District. She was concerned about school leadership. She was the administrator of the Monroe Township Education



Facebook page, where she reported on the work of the Board. She posted Chanley's and her predecessor's tuition reimbursement information. This received much attention from the public. No one had ever reported on this before. She found that course approvals were not attached to tuition request forms, and none of Chanley's courses were approved by the Board. The last course Chanley took was approved by the Assistant Superintendent on March 15; however, Chanley was reimbursed on March 7.

Paragraph 3E of Chanley's Assistant Superintendent contract mandated that tuition reimbursement must culminate in a doctoral degree. Board Policy 6472 provided that course approval was required prior to enrollment. The tuition reimbursement for Spring 2022 did not have prior Board approval. Chanley was never required to prove that she took any course. Board approval was not needed for the Fall 2021 course because Chanley was the middle school principal at that time. The approval form was appropriately signed by the Superintendent. However, Chanley was reimbursed before the course was approved.

Chanley was not consistently enrolled in the doctoral program. Aziz had concerns in 2021 about Chanley, which resulted in Aziz filing ethics charges against Chanley.

On cross examination, Aziz stated that she was an unsuccessful candidate for the Board in 2011 and 2020. She believed it was improper for the Board to reimburse Chanley until she successfully completed the doctoral program. Reimbursement for the course taken in Spring 2022 was approved at the July 2022 Board meeting. This reimbursement was approved by the Assistant Superintendent, not the Board. She believed the bill list was not sufficiently descriptive.

The vote to hire Chanley as the Permanent Superintendent was six to two with two abstentions. The Commissioner agreed to approve Chanley's contract. Chanley filed charges against Aziz on April 23, 2023.

For the respondent

**Christine Skurbe** (Skurbe) has been a resident of Monroe Township for twenty-two years. She served as Board president for two years. The Board consisted of ten members because it was a regional school district. There are one high school, six elementary schools and one middle school serving approximately one thousand students. Skurbe was an active advocate prior to being elected to the Board, serving on the Oak Tree Parent Teachers Association, the Middle School Parent Teacher Organization, and the athletic booster club. She met Chanley when Skurbe's son was in middle school and Chanley was the principal.

There was no end date on the Acting Superintendent contract. This contract was approved by the County Superintendent every ninety days. The term was to continue until a Permanent Superintendent was appointed.

Chanley signed the Permanent Superintendent contract on July 1, 2022. This contract ended on June 30, 2023. The County Superintendent approved this contract. The Board was aware that Chanley was pursuing her doctoral degree. December 2021 was the projected date to obtain the degree. Chanley did not earn the degree in December 2021 because she had to make changes to her dissertation. She kept the Board informed of her progress. Chanley obtained her doctoral degree in December 2023. The Board relied upon the administration to affirm if a staff member was taking appropriate coursework. The Board only approved tuition reimbursement, not taking a class.

The Board delegated the task of signing Chanley's tuition reimbursement forms to Dr. Adam Layman, the Assistant Superintendent, on December 14, 2021, and June 22, 2022, when Chanley completed the course. Chanley supervised Dr. Layman. Page eight of the bill list showed tuition paid in the amount of \$876.28 to Chanley.

On cross examination, Skurbe stated that Chanley did not submit her transcripts to verify course completion. In addition, there was no public meeting regarding extending Chanley's contract because her contract was not extended. Skurbe was told that such a public meeting was not necessary. The public hearing held on May 5, 2022, did not provide thirty days' notice as required by law. Chanley was reimbursed for the

Spring 2022 class before it was approved by the Board. The former business administrator paid bills before they were approved by the Board. There were times when the Board ratified financial transactions after the fact.

### **LEGAL ANALYSIS AND CONCLUSION**

This controversy questions whether the Board complied with its policies and the Acting Superintendent's contract to approve the Acting Superintendent's Spring 2022 class prior to enrollment, issue tuition reimbursement properly and provide public notice prior to extending the Acting Superintendent's contract.

#### **Board Policies**

The petitioner asserts that the Superintendent violated Board Policy 6472 by failing to obtain prior Board approval for the Spring 2022 class. Board Policy 6472 provides:

The employee shall be required to obtain approval from the Superintendent of Schools prior to enrollment in any course for which tuition assistance is sought. In the event the Superintendent denies the approval, the employee may appeal the denial to the Board of Education. In the case of tuition assistance for the Superintendent of Schools, the approval shall be obtained from the Board of Education.

[P-9.]

The Board's witness, Ms. Skurbe, testified that the Board delegated this responsibility to Dr. Adam Layman, the Assistant Superintendent, during a closed session meeting. However, the Board did not produce any evidence to corroborate this testimony. Even if the Board took this action in closed session under the personnel exception to the Open Public Meetings Act, (OPMA), N.J.S.A. 10:4-6b et. seq., the

decision to delegate approving the course required a public vote. (*Ibid.*)<sup>1</sup> However, there is no evidence that this occurred.<sup>2</sup>

The evidence shows that Dr. Layman signed the enrollment form on December 14, 2021. The evidence further shows that Chanley enrolled in the Spring 2022 course sometime after March 16, 2022, and paid for the course on April 1, 2022. While Dr. Layman's approval predates Chanley's enrollment, it is unclear why the Board assigned this duty to Chanley's subordinate rather than comply with the policy's explicit mandate for Board approval. There was no evidence presented that the Board approved the Spring 2022 class prior to Chanley's enrollment. Accordingly, I **CONCLUDE** that the Board violated Policy 6472 by failing to approve Chanley's enrollment in the Spring 2022 class.

The petitioner also contends that the respondent violated Board Policy 1620 by failing to provide public notice and a public hearing prior to extending Chanley's Acting Superintendent contract. This policy is rooted in N.J.S.A. 18A:11-11, which provides:

A board of education shall not renegotiate, extend, amend, or otherwise alter the terms of a contract with a superintendent of schools, assistant superintendent of schools, or school business administrator, unless notice is provided to the public at least 30 days prior to the scheduled action by the board. The board shall also hold a public hearing and shall not take any action on the matter until the hearing has been held. The board shall provide the public with at least 10 days' notice of the public hearing.

The corresponding regulation, N.J.A.C. 6A:23A-3.1(c)(1), mirrors this requirement. The petitioner contends that the Board violated policy and law by extending the terms of - Chanley's Acting Superintendent contracts in February 2022 and May 5, 2022, without

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<sup>1</sup> "A public body may exclude the public only from that portion of a meeting at which the public body discusses any: . . . matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance of, promotion, or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that the matter or matters be discussed at a public meeting; . . ."

<sup>2</sup> There is no OPMA claim.

public notice or a hearing. Conversely, the respondent contends that Chanley's Acting Superintendent contract was not extended in the context of a Permanent Superintendent contract, which is typically three to five years in duration, but was a single contract, and thus there was no violation of the policy or law. The Board was compelled to request continued approval from the Commissioner every ninety days for Chanley to remain Acting Superintendent pursuant to N.J.A.C. 6A:9B-13.1; however, there were no changes to the original contract. In the alternative to a single continuing contract, the respondent contends that there was always a new contract every three months that replaced an expired contract and thus was not subject to the notice and hearing requirements of N.J.S.A. 18A:11-11. N.J.A.C. 6A:9B-13.1 provides in relevant part:

- (a) If illness, death, or another good and sufficient reason causes the district board of education to fill the position of superintendent, assistant superintendent, school business administrator, principal, or vice principal with a person who is designated as the acting administrator in a respective situation and who does not hold the CE or the standard New Jersey certificate required for the position, the district board of education shall apply, in writing, to the Commissioner, through the executive county superintendent, for permission to employ the person in an acting capacity and state the reason(s) why the action is necessary. If the stated reason(s) justifies the need to appoint a person as an administrator in an acting capacity who is not properly certified to hold the position, the Commissioner may approve the request on a case-by-case basis.
- (b) Commissioner approval shall be for three months' duration, and may be renewed for a period of three months at a time on a case-by-case basis upon application.

Applying N.J.S.A. 18A:11-11 and N.J.A.C. 6A:9B-13.1 to the present controversy logically concludes that the Board's request for the Commissioner to renew her approval of Chanley's service as the Acting Superintendent was a request to extend her contract for another three months. If the Commissioner disapproved, the contract would end, and thus the Commissioner's approval extended the contract. It strains logic to consider the extension as a new contract as the respondent contends, because the only terms that changed were the dates.

The respondent presented no legal support for the concept of a single contract that just continues to run. Indeed, the regulation provides that if the board of education seeks to extend the acting status of the individual beyond a year, the board of education must “apply, in writing, to the Commissioner, through the executive county superintendent, for permission to employ the person in an acting capacity and state the reason(s) why the action is necessary.” N.J.A.C. 6A:9B-13.1(b). Thus, renewals to extend an individual’s acting status are capped at twelve months.

Further support for the fact that the Commissioner’s renewal extended Chanley’s Acting Superintendent contracts is found in the Acting Commissioner’s letters dated February 9, 2022, and May 13, 2022, specifically granting the Board’s request to extend Chanley’s contract from February 11, 2022, to May 11, 2022, and May 12, 2022, to August 11, 2022, respectfully. (J-34.) Accordingly, I **CONCLUDE** the respondent contravened Board Policy 1620, N.J.S.A. 18A:11-11 and N.J.A.C. 6A:23A-3.1(c)(1) when it failed to provide public notice and a public hearing after requesting to extend Chanley’s Acting Superintendent contract.

### **Acting Superintendent Contract**

Paragraph 3E states that the Acting Superintendent must receive written Board approval for any courses for which she might seek tuition reimbursement for graduate courses leading to a doctoral degree. “Tuition reimbursement must culminate in the acquisition of a doctoral degree confirmed by a duly accredited institution of higher education.” (P-6.) Soriano asserts that Ms. Chanley never received prior board approval, and tuition was reimbursed prior to Chanley receiving her doctoral degree. As discussed above, the evidence presented does not show prior board approval for the one-credit class Chanley took in Spring 2022. Accordingly, I **CONCLUDE** the Board violated the employment contract between Chanley and the Board.

## Conclusion

Based upon the evidence presented, the Board engaged in technical violations of its policies and employment contracts. These violations resulted in tuition reimbursement to Chanley in the amount of \$876.28 without prior Board approval. The petitioner demands that Chanley reimburse the Board for this improper payment. However, this Tribunal is without the authority to order such a remedy. The Commissioner of Education (Commissioner) may consider mandating that the Board require Chanley to return the funds or issue a tax form 1099 to Chanley because the Board is the steward of public funds and must be meticulous in complying with its policies, and pertinent laws, as these are the guideposts for effective stewardship and board governance.

## **ORDER**

Based upon the foregoing, I hereby **ORDER** that the petitioner, Robin Soriano's, appeal is **AFFIRMED** and respondent, Monroe Township Board of Education, must cease from violating Board Policies 6472 and 1620 and the employment contract between Chanley and the Board by strictly adhering to the procedures for approving enrollment and tuition reimbursement forms. In addition, I further **ORDER** that the respondent, Chari Chanley, cease violating Board policies by submitting all pre-registration and tuition reimbursement forms in accordance with the procedures outlined in Board Policies 6472 and 1620.

I hereby **FILE** this initial decision with the **ACTING COMMISSIONER OF THE DEPARTMENT OF EDUCATION** for consideration.

This recommended decision may be adopted, modified, or rejected by the **ACTING COMMISSIONER OF THE DEPARTMENT OF EDUCATION**, who by law is authorized to make a final decision in this matter. If the Acting Commissioner of the Department of Education does not adopt, modify, or reject this decision within forty-five days and unless such time limit is otherwise extended, this recommended decision shall become a final decision in accordance with N.J.S.A. 52:14B-10.

Within thirteen days from the date on which this recommended decision was mailed to the parties, any party may file written exceptions with the **ACTING COMMISSIONER OF THE DEPARTMENT OF EDUCATION**. Exceptions may be filed by email to [ControversiesDisputesFilings@doe.nj.gov](mailto:ControversiesDisputesFilings@doe.nj.gov) or by mail to Office of Controversies and Disputes, 100 Riverview Plaza, 4th Floor, PO Box 500, Trenton, New Jersey 08625-0500. A copy of any exceptions must be sent to the judge and to the other parties.

September 16, 2024

DATE



**KIM C. BELIN, ALJ**

Date Received at Agency:

\_\_\_\_\_

Date Mailed to Parties:

\_\_\_\_\_

KCB/am



## **APPENDIX**

### **Witnesses**

#### **For petitioners**

Steven Riback

Brian Fabiano

Sarah Aziz

#### **For respondent**

Christine Skurbe

## **EXHIBITS**

### **Joint Exhibits**

- J-6 Acting Superintendent contract, dated November 22, 2021
- J-5 Board Policy 1620
- J-8 Board Policy 6472
- J-12 Pre-registration for Educational Assistance Determination Forms, dated August 19, 2021, and December 14, 2021; Bill Lists for March 15, 2023, and July 20, 2022; emails dated March 14, 2022
- J-24 Article on Chari Chanley, dated December 22, 2021
- J-31 Emails, dated October 29, 2021, and October 28, 2021
- J-32 Letter to Acting Commissioner, dated November 1, 2021
- J-33 Email, dated February 4, 2022
- J-34 Letter to Acting Commissioner, dated February 9, 2022
- J-35 Limited Services Contract with New Jersey School Boards Association, dated March 17, 2022
- J-37 Acting Commissioner letter, dated March 13, 2022
- J-39 Video, dated June 1, 2022
- J-40 Video, dated July 20, 2022

**For petitioner**

- P-16 Graduation Process and Information
- P-18 Rowan University Doctoral Handbook Spring 2019
- P-20 Rowan University Grading System Policy
- P-25 Ed.D. Graduation Rate
- P-26 The Case Against Chari Chanley

**For respondent**

- R-6 Board minutes for May 5, 2022

The nonsequential numbering of exhibits reflects the fact that numerous pre-marked exhibits were neither identified nor offered into evidence.