

***Before the School Ethics Commission***  
***Docket No.: C49-22***  
***Decision on Motion to Dismiss***

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**Kelly Levy,  
Complainant**

v.

**Christine Snyder,  
Little Egg Harbor Board of Education, Ocean County,  
Respondent**

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**I. Procedural History**

The above-captioned matter arises from a Complaint that was filed on May 5, 2022, by Kelly Levy (Complainant), alleging that Christine Snyder (Respondent), a member of the Little Egg Harbor 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), *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), and *N.J.S.A.* 18A:12-24.1(f) of the Code of Ethics for School Board Members (Code).

On May 6, 2022, the Complaint was served on Respondent via electronic mail, notifying her that ethics charges had been filed against her with the School Ethics Commission (Commission), and advising that she had twenty (20) days to file a responsive pleading.<sup>1</sup> On June 30, 2022, Respondent filed a Motion to Dismiss in Lieu of Answer (Motion to Dismiss), and also alleged that the Complaint is frivolous. On July 27, 2022, Complainant filed a response to the Motion to Dismiss and allegation of frivolous filing.

The parties were notified by correspondence dated September 6, 2022, that the above-captioned matter would be discussed by the Commission at a special meeting on September 14, 2022, in order to make a determination regarding the Motion to Dismiss and allegation of frivolous filing. Following its discussion on September 14, 2022, the Commission adopted a decision at a special meeting on October 17, 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(a), *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), and/or *N.J.S.A.* 18A:12-24.1(f). The

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<sup>1</sup> In order to conduct business during the Coronavirus (COVID-19) pandemic, the Commission implemented an electronic filing system, which remains a permissible method by which the Commission and parties can effectuate service of process. Consequently, service of process was effectuated by the Commission through electronic transmission only.

Commission also adopted a decision finding the Complaint not frivolous and denying Respondent's request for sanctions.

## II. Summary of the Pleadings

### A. *The Complaint*

By way of background, Complainant states she is a "veteran staff member" with the Little Egg Harbor School District (District) and holds a "multitude of other teaching certifications and advanced degrees," including a certificate for Teacher of the Deaf. Because Complainant holds this "unique certificate," she was "approached to provide a shared service for a Pinelands" Regional School District (Pinelands) student "outside [her] contracted time" with the District. On November 5, 2021, Complainant was approved for "Intermittent Family Leave" (Leave) to care for family members from November 1, 2021, through June 30, 2022, and it was noted she would "utilize accumulated sick time in conjunction with [New Jersey Family Leave Act (NJFLA) time]."

At the Board meeting on March 22, 2022, Respondent "led a discussion" on a motion approving a shared services agreement between the District and Pinelands, for Complainant to provide "up to 2 hours per week, outside of ... District contracted hours, effective on or about March 23, 2022, through June 30, 2022." More specifically, Respondent questioned why a shared services agreement was needed because it was outside school hours. She also questioned why more specific information about the agreement was not shared with the Board or set forth in the shared services agreement (although it was asked for). A more robust discussion then ensued among the members of the Board, Board counsel, and the Superintendent related to the shared service agreement. Ultimately, the motion did not carry, and "the student in the receiving district [Pinelands] will not receive the[] services that are outlined in the student's Individualized Education Plan (IEP)."

After the motion failed to carry, and during the "Resident's Forum" portion of the meeting, members of the public commented on the failed shared services agreement. One member, who was also the Vice President of the Pinelands Board of Education, expressed he "was just having a hard time, understanding, because it's not impacting the elementary level, and there is a need for it at Pinelands ... ." In her reply to the member, Respondent stated, "There was other decisions in **my personal ... my reason, ... but this staff member has also requested intermittent family leave** throughout the rest of the school year, so that was part of my concern." Another member, a Board member from an unidentified district, also stated, "I am **so disappointed with the ethics violations** in the meetings ... I don't understand why there is such an issue with helping our fellow students that are actually in our regional district ... ."

Although Complainant was not present for the Board meeting, she watched the video link the next day and "was not only upset for the student that was denied services ... but [she] was appalled that [Respondent] would publicly make statements regarding [her Leave] and how [her Leave] was one of the reasons [Respondent] voted against this motion." As such, Complainant submits that Respondent "is interfering with [her] rights under the [Family Medical Leave Act (FMLA)] and has retaliated against [her] for taking FMLA leave."

With the above in mind, Complainant alleges Respondent violated:

- ❖ *N.J.S.A.* 18A:12-24.1(a) because she did not “uphold all laws, rules, and regulations of the State Board of Education,” and violated the protections of FMLA when she stated that “her decision was based on [Complainant’s Leave]” and her disclosure of Complainant’s Leave “violates several laws and regulations.”
- ❖ *N.J.S.A.* 18A:12-24.1(b) because Respondent “led the discussion with the rest of the Board, and tried to persuade other Board members to vote down this motion and to deny a student ... a service that would not cost the [D]istrict, nor impact the operations of [the District].”
- ❖ *N.J.S.A.* 18A:12-24.1(c) because despite being “furnished with the varied details of this shared service before the March Board” meeting, Respondent “denied receiving this information in the public forum and pretended she did not have enough information to make this decision.” According to Complainant, Respondent misled the public and her “decision to deny this service was not in line with her role as a Board [m]ember to policy making, planning, or appraisal”; instead, Respondent’s vote against the “Superintendent’s recommendation to help this child” was “arbitrary and capricious.”
- ❖ *N.J.S.A.* 18A:12-24.1(d) because the “shared service will not be a cost to the [Board], and will not impact the operations or organization,” and Respondent’s decision to oppose the motion constituted use of her position to “administer the school.” Despite being advised, multiple times, that Complainant would provide this service to the student virtually, and that it would not impact her employment in the District,” Respondent voted against it. As such, her decision “was purely based on her own personal issues with shared service agreements, and [Complainant’s Leave],” and was arbitrary and capricious.
- ❖ *N.J.S.A.* 18A:12-24.1(e) because during the “Resident’s Forum” portion of the March 22, 2022, Board meeting, Respondent admitted that her decision to vote against the motion for the shared service agreement was for her own personal reasons and was due, at least in part, to the fact that Complainant requested Leave for the rest of the school year.
- ❖ *N.J.S.A.* 18A:12-24.1(f) because in her response to the member of the public (during the “Resident’s Forum”), Respondent admitted that her decision was personal, but as Board President, “she is fully aware that she should surrender her independent judgment on action items on the agenda.” In addition, “a local Facebook group was privy to private and confidential information pertaining to [Complainant] and this shared service [agreement]. [Respondent] is aligned with this ‘special interest group’ that she considers to be her constituents, and feels obligated to answer to this group rather than follow the [Code].”

**B. *Motion to Dismiss and Allegation of Frivolous Filing***

In her Motion to Dismiss and allegation of frivolous filing, Respondent argues, as for the alleged violation of *N.J.S.A.* 18A:12-24.1(a), “Complainant fails to provide evidence proving that [Respondent’s] comment was a direct violation of any Board laws, regulations or rules,” and “fails to cite to any particular law, regulation, rule, or policy, or provide any final decision from any court of law or administrative agency . . . .” Respondent maintains that she “merely noted that . . . Complainant’s leave of absence was one of many considerations that influenced her vote,” the Board “did not discuss any confidential medical information regarding why the leave of absence was being requested,” and Respondent’s “mention of the leave did not reveal any private or confidential information that was a violation of any settled law, rule or regulation.” Instead, “reference was made to a matter that was already public knowledge, as it was on the agenda and approved at the prior [B]oard meeting.” Moreover, Respondent “pinpointed additional areas of concern regarding the shared agreement,” other than Complainant’s Leave. As such, Complainant has failed to provide sufficient evidence to prove a violation of *N.J.S.A.* 18A:12-24.1(a).

Regarding the purported violation of *N.J.S.A.* 18A:12-24.1(b), Respondent argues Complainant “fails to provide sufficient evidence of any willful or deliberate actions taken by [Respondent] to prove that she aimed to intentionally obstruct a program from being implemented to meet a student’s needs, or [which was] contrary to the educational welfare of children.” Respondent notes that other Board members also “voiced their concerns and apprehensions about the shared agreement,” and two other Board members “independently voted against the shared agreement.” Therefore, Complainant has failed to provide sufficient evidence to prove a violation of *N.J.S.A.* 18A:12-24.1(b).

As for the alleged violation of *N.J.S.A.* 18A:12-24.1(c), Respondent argues that Complainant “fails to provide evidence” that Respondent “denied ever receiving any information related to the shared service agreement prior to” the Board meeting. Instead, Respondent argues she received conflicting information and, therefore, “she asked for clarifying information from relevant staff members to assess the nature of the potential shared service agreement.” Moreover, and contrary to Complainant’s argument, “voting on educational matters that directly affect the students, staff and the District as a whole,” which includes a shared services agreement, “is directly in line with the responsibilities of a [B]oard member.” As such, Complainant has failed to provide sufficient evidence to prove a violation of *N.J.S.A.* 18A:12-24.1(c).

Regarding the purported violation of *N.J.S.A.* 18A:12-24.1(d), Respondent contends Complainant “has only provided mere allegations claiming that [Respondent] used her position to administer the school, but fails to provide actual evidence of [Respondent] giving a direct order or becoming directly involved in the matter.” Respondent argues she “performed her due diligence in evaluating all the relevant information before her to make an informed voting decision.” Respondent reaffirms that Complainant once again alleges that Respondent’s decision to vote against the shared services agreement was based on Respondent’s “personal issues”; however, Respondent provided “a multitude of concerns during the meeting regarding the shared service agreement,” and Complainant’s leave “was only one issue taken into consideration.”

Therefore, Complainant has failed to provide sufficient evidence to prove a violation of *N.J.S.A.* 18A:12-24.1(d).

As for the alleged violation of *N.J.S.A.* 18A:12-24.1(e), Respondent notes that, in response to comments from a member of the public, she “merely mentioned that the leave of absence was only one of many considerations in her voting decision,” and her concern was that by entering into a shared services agreement with a staff member on leave, the District would not be able to fulfill the terms of the shared services agreement. Furthermore, and despite Complainant’s argument, Board counsel’s “warn[ing]” was not related to a potential ethics violation, but rather “an attempt to provide direction for the conversation regarding the leave of absence.” In addition, both during and after the meeting, Respondent “indicated an array of concerns that informed her voting decisions, none of which included personal promises or private actions.” As such, Complainant has failed to provide sufficient evidence to prove a violation of *N.J.S.A.* 18A:12-24.1(e).

Regarding the purported violation of *N.J.S.A.* 18A:12-24.1(f), Respondent asserts that “Complainant misinterprets the statutory language,” as Board members “should make independent judgments,” and those judgments “should not be at the request of, or on behalf of, any familial person or any special interest group.” In this case, Respondent has clearly indicated the basis for her decision, “none of which were based on, or influenced by a particular family member or a special interest group.” Regarding Respondent’s social media page, Complainant “makes a broad assumption and an unsubstantiated correlation between a Facebook post from the special interest group regarding the shared service agreement and [Respondent’s] voting decision.” Moreover, Complainant admitted in an email to the Education Association that “she believes a member from the association was responsible for disclosing the confidential information.” According to Respondent, the Facebook post “did not surface” until two days after the March 22, 2022, Board meeting, and, therefore, Complainant cannot “link [Respondent’s] decision (two days prior) to the Facebook special interest group.” Further, and contrary to Complainant’s contention that Respondent stated, “all shared service agreements are unethical,” Respondent “clearly indicated at the March [B]oard meeting that shared service agreements are wonderful.” Therefore, Complainant has failed to provide sufficient evidence to prove a violation of *N.J.S.A.* 18A:12-24.1(f).

Finally, Respondent contends the Complaint is frivolous because Complainant failed to provide any evidence to support her allegations. According to Respondent, “Complainant single-handedly blamed [Respondent] for the shared service agreement failing to be approved by the Board, when two other [B]oard members voted against the agreement.” Respondent argues, “This is a clear indication that the sole purpose of the complaint was to harass [Respondent].” Otherwise, Complainant would have named each Board member who voted against the shared services agreement. Respondent further contends it was evident by the meeting transcript and the emails that Respondent “considered a multitude of factors to inform her voting decision,” and it was not based solely on Complainant’s leave. Respondent notes, Complainant was “dissatisfied with the ultimate decision and vote regarding the shared service” and, instead of filing an appeal or a grievance, she demonstrated “a complete disregard for the administrative procedures available to her” and chose to “harass” Respondent by filing an ethics complaint. Respondent asserts, “it is clear from a thorough review of the complaint and the attachments that the

complaint was commenced in bad faith given the fact that Complainant is a disgruntled employee who was unable to secure an additional contract with the school, for the sole purpose of harassing [Respondent].” Therefore, Respondent requests that the Complaint be dismissed, and sanctions imposed.

**C. *Response to Motion to Dismiss and Allegation of Frivolous Filing***

In response to the Motion to Dismiss and allegation of frivolous filing, Complainant notes that Respondent’s statement that Complainant’s “leave of absence was one of [her] considerations,” only “justifies [Complainant’s] concern with [Respondent] violating multiple ethical principles as well as violating [her] FMLA protections.” According to Complainant, the shared services agreement would not cost the District any money and, in actuality, the District would receive money; therefore, Respondent’s actions were “a personal attack against” Complainant. Finally, Respondent admits to being a member of the Facebook group, “to garner the pulse of the community to ensure [she is] able to represent the community in [her] decisions for the educational welfare of students,” and “admits to making decisions based on social media.” Complainant hopes that the Commission “will move this complaint forward and review any and all documentation.”

**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(a)*, *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)*, or *N.J.S.A. 18A:12-24.1(f)*.

**B. *Jurisdiction of the Commission***

In reviewing the filings 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 the named Respondent interfered with or otherwise violated Complainant’s rights under the FMLA and/or retaliated against her for taking FMLA leave when Respondent discussed and then voted against a proposed shared services agreement, 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

in the appropriate tribunal, the Commission is not the appropriate entity to adjudicate those issues. Accordingly, those claims are *dismissed*.

### C. *Alleged Violations of the Act*

Complainant submits that, based on the conduct more fully detailed above, Respondent violated *N.J.S.A. 18A:12-24.1(a)*, *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)*, and *N.J.S.A. 18A:12-24.1(f)*, and 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.

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.

f. I will refuse to surrender my independent judgment to special interest or partisan political groups or to use the schools for personal gain or for the gain of friends.

Pursuant to *N.J.A.C. 6A:28-6.4(a)*, violations of *N.J.S.A. 18A:12-24.1(a)*, *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)*, and *N.J.S.A. 18A:12-24.1(f)* 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.

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.

6. Factual evidence of a violation of *N.J.S.A. 18A:12-24.1(f)* shall include evidence that Respondent took action on behalf of, or at the request of, a special interest group or persons organized and voluntarily united in opinion and who adhere to a particular political party or cause; or evidence that Respondent used the schools in order to acquire some benefit for herself, a member of her immediate family or a friend.

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

After a thorough review of the Complaint, the Commission finds that even if the facts as pled are proven true by sufficient credible evidence, they would not support a finding that Respondent violated *N.J.S.A. 18A:12-24.1(a)*. Despite being required by *N.J.A.C. 6A:28-6.4(a)(1)* to substantiate a violation of *N.J.S.A. 18A:12-24.1(a)*, Complainant has not provided a **copy of a final decision** from any court of law or other administrative agency demonstrating or finding that Respondent violated any specific law(s), rule(s), or regulation(s) of the State Board of Education and/or court orders pertaining to schools, or that she brought about changes through illegal or unethical procedures, when she engaged in any of the actions/conduct set forth in the Complaint. In the absence of the required final decision, and based on the record in its current form, the Commission is compelled to dismiss the alleged violation of *N.J.S.A. 18A:12-24.1(a)*.



***Alleged 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), and N.J.S.A. 18A:12-24.1(f)***

Following its review, the Commission finds that even if the facts as set forth in the Complaint are proven true by sufficient credible evidence, they would also 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)*, and/or *N.J.S.A. 18A:12-24.1(f)*. Even if Respondent questioned why a proposed shared services agreement was needed; questioned why more specific information about the proposed shared services agreement was not shared with the Board; “led” the discussion about the proposed shared services agreement; voted against the proposed shared services agreement, resulting in the subject student not receiving the services; and even if Respondent publicly stated that her vote in opposition to the shared services agreement, at least in part, was because Complainant who was to administer the shared services was out on FMLA, there is an absence of factual evidence which could possibly establish 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 (*N.J.S.A. 18A:12-24.1(b)*); Respondent took board action to effectuate a policy or plan without consulting those affected by such a policy or plan, or took action unrelated to her duties as a Board member (*N.J.S.A. 18A:12-24.1(c)*); and/or 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 (*N.J.S.A. 18A:12-24.1(d)*). There is also no 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 (*N.J.S.A. 18A:12-24.1(e)*); and/or Respondent took action on behalf of, or at the request of, a special interest group or persons organized and voluntarily united in opinion and who adhere to a particular political party or cause, or that she used the schools in order to acquire some benefit for herself, a member of her immediate family or a friend (*N.J.S.A. 18A:12-24.1(f)*).

As a voting member of the Board, Respondent is free to, among other things, ask questions about any proposed matter(s) on the agenda regardless of whether it has a nominal or significant financial impact on the District. Discussing an agenda item that requires Board approval does not constitute involvement in the administration of the District or engaging in action beyond the scope of one’s authority and/or duties and responsibilities as a Board member. Instead, asking questions is part and parcel of what a Board member must do in order to ensure that he or she has a sound basis for his or her actions. In this way, the information that is provided to a Board member will help to inform his or her decision-making process and, ultimately, lead to a vote in favor of, or in opposition to, a proposed matter. The fact that Respondent’s stated rationale and vote (along with the votes of several other Board members who are not named as Respondents) may have been unpopular does not mean, based on the facts and circumstances here, that the actions complained of were unethical. For these reasons, 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)*, and/or *N.J.S.A. 18A:12-24.1(f)* must also be dismissed.

#### IV. Request for Sanctions

At a special meeting on September 14, 2022, the Commission considered Respondent's request that the Commission find the Complaint frivolous and impose sanctions pursuant to *N.J.S.A.* 18A:12-29(e). Despite Respondent's argument, the Commission cannot find evidence that might show that Complainant filed the Complaint in bad faith or solely for the purpose of harassment, delay, or malicious injury. The Commission also does not have information to suggest that Complainant knew or should have known that the Complaint was without any reasonable basis in law or equity, or that it could not be supported by a good faith argument for an extension, modification or reversal of existing law. *N.J.A.C.* 6A:28-1.2. Therefore, at a special meeting on October 17, 2022, the Commission voted to find the Complaint not frivolous and to deny the request for sanctions.

#### V. 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(a), *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), and/or *N.J.S.A.* 18A:12-24.1(f). The Commission also voted to find that the Complaint is not frivolous and to deny Respondent's request for sanctions.

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: October 17, 2022

***Resolution Adopting Decision  
in Connection with C49-22***

***Whereas***, at a special meeting on September 14, 2022, the School Ethics Commission (Commission) considered the Complaint, the Motion to Dismiss in Lieu of Answer (Motion to Dismiss) and allegation of frivolous filing, and the response to the Motion to Dismiss and allegation of frivolous filing submitted in connection with the above-referenced matter; and

***Whereas***, at a special meeting on September 14, 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(a)*, *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)*, and/or *N.J.S.A. 18A:12-24.1(f)*; and

***Whereas***, at a special meeting on September 14, 2022, the Commission discussed finding the Complaint not frivolous and denying the request for sanctions; and

***Whereas***, at a special meeting on October 17, 2022, the Commission reviewed and voted to approve the within decision as accurately memorializing its actions/findings from its special meeting on September 14, 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 a special meeting on October 17, 2022.

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