

***Before the School Ethics Commission
OAL Docket No.: EEC-08965-21
SEC Docket No.: C16-21
Final Decision***

**Thelma Ramsey, Elizabeth Kelly, Ivy Joseph, Kevin Williams, Sharon Vincent, Koree Toles,
Flora Nadeige Lovett, Older Azard, Annie Jackson, Makeba McCray,
Passion Moss Hasan and Howard Walker,
*Complainants***

v.

**Terry Tucker, Marsha Wilkerson and Darlene Clovis,
East Orange Board of Education, Essex County,
*Respondents***

I. Procedural History

The above-captioned matter arises from a Complaint that was filed with the School Ethics Commission (Commission) on May 29, 2021,¹ by Thelma Ramsey (Complainant Ramsey), Elizabeth Kelly (Complainant Kelly), Ivy Joseph (Complainant Joseph), Kevin Williams (Complainant Williams), Sharon Vincent (Complainant Vincent), Koree Toles (Complainant Toles), Flora Nadeige Lovett (Complainant Nadeige Lovett), Older Azard (Complainant Azard), Annie Jackson (Complainant Jackson), Makeba McCray (Complainant McCray), Passion Moss-Hasan (Complainant Moss-Hasan) and Howard Walker (Complainant Walker) (collectively referred to as Complainants), all administrators employed by the East Orange Board of Education (Board), alleging that Terry Tucker (Respondent Tucker), Marsha Wilkerson (Respondent Wilkerson) and Darlene Clovis (Respondent Clovis) (collectively referred to as Respondents), members of the Board violated the School Ethics Act (Act), *N.J.S.A.* 18A:12-21 *et seq.* More specifically, the Complaint avers that Respondents 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(h), and *N.J.S.A.* 18A:12-24.1(i) of the Code of Ethics for School Board Members (Code).²

¹ Complainants filed a deficient Complaint on May 29, 2021, and a second deficient Complaint on June 2, 2021. Subsequently, Complainants filed an Amended Complaint on June 9, 2021, that cured all defects and was deemed compliant with the requirements detailed in *N.J.A.C.* 6A:28-6.3.

² At its meeting on July 27, 2021, the Commission voted to place this matter in abeyance in light of a related matter (unfair practice charge) pending before the State of New Jersey Public Employment Relations Commission (PERC). On August 9, 2021, Respondents provided the Commission with a copy of the arbitration decision issued in connection with the related matter pending before the PERC, so the matter was removed from abeyance.

At its meeting on September 21, 2021, and after reviewing Respondents' Motion to Dismiss in Lieu of Answer (Motion to Dismiss) and Complainants' response thereto, the Commission adopted a decision finding that the Complaint was timely filed; granting the Motion to Dismiss as to the alleged 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(h), and *N.J.S.A.* 18A:12-24.1(i); and denying the Motion to Dismiss as to the alleged violation of *N.J.S.A.* 18A:12-24.1(d). Based on its findings, the Commission also voted to direct Respondents to file an Answer to Complaint (Answer) as to the remaining allegations in the Complaint (*N.J.S.A.* 18A:12-24.1(d)), which Respondents filed on October 18, 2021, and to transmit the matter to the Office of Administrative Law (OAL).

At the OAL, following the presentation of Complainants' case at a hearing, Respondents moved to dismiss the matter. Following oral argument, the Administrative Law Judge (ALJ) issued an Initial Decision on October 30, 2024, granting the motion, finding that Respondents did not violate *N.J.S.A.* 18A:12-24.1(d) and dismissing the matter. Complainants filed exceptions to the Initial Decision in accordance with *N.J.A.C.* 1:1-18.4. Respondents did not request an extension of time to file a reply, but nevertheless filed a reply to Complainants' exceptions after the Commission had already discussed the matter at its meeting on December 17, 2024. Accordingly, Respondents' reply was not considered by the Commission.

At its meetings on December 17, 2024, and January 28, 2025, the Commission discussed the above-captioned matter, and at its meeting on January 28, 2025, the Commission voted to adopt the Initial Decision's findings of fact, the legal conclusion that Respondents did not violate *N.J.S.A.* 18A:12-24.1(d), and the dismissal of the above-captioned matter.

II. Initial Decision

On April 28, 2020, Superintendent Kevin West sent letters informing several administrators that they would "be assigned to a different building for the 2020-2021 school year, with the understanding that all assignments are pending Board approval" and that they may discuss matters pertaining to their employment at the Board meeting on May 12, 2020. *Initial Decision* at 3-4. The letter explained that "[t]he movement of building administrators is part of the transformation process that is often done to avoid complacency, allow assistant principals to experience leadership under different administrators, and to prevent a sense of stagnation in both the principals and the teachers." *Id.* at 4. During this period, Anita Champagne and Deborah Harvest served as Assistant Superintendents. *Id.* at 3. At the hearing before the OAL, Complainants presented testimony by Complainant Ramsey (Principal), Complainant Moss-Hasan (Principal) and Superintendent West.

Complainant Ramsey testified that she was the President of the East Orange Administrators Association (EOAA) and was transferred in 2020 from principal of the elementary school to the middle school. *Id.* at 4. According to Complainant Ramsey, the transfers were "unprecedented in [the] district" and "the transformation plan had not been discussed at any of the administrative team meetings, which occurred twice a month, or at any other time before the May 12, 2020, Board meeting." *Id.* at 5. Complainant Ramsey maintained that she "first learned of the transformation plan . . . when she received the Superintendent's April 28, 2020, letter" and she first saw the transformation plan at the Board meeting on May 12, 2020. *Ibid.* Complainant Ramsey stated that Respondent Tucker (Board President) "turned the meeting over to Assistant Superintendent

Champagne, who did the presentation regarding transfers.” *Ibid.* Complainant Ramsey further stated that on or about May 13, 2020, she had a “very brief” meeting with the Superintendent, Assistant Superintendents Champagne and Harvest, and the Director of Personnel. *Ibid.* Complainant Ramsey noted during the meeting, when asked if she had any questions, she stated she did not because she knew the EOAA was going to file a grievance. *Id.* at 5-6. According to Complainant Ramsey’s testimony, in February 2020, the Superintendent informed the administrators that he was no longer going to be the Superintendent and he “said that he was not going to be doing any changes or making any moves and then he also stated that any decisions that would be made going forward were not his decisions[.]” *Id.* at 6. Nevertheless, Complainant Ramsey testified that she was not aware of any emails or correspondence from any Board members to prove that the transfers came at the behest of the Board. *Ibid.*

Complainant Moss-Hasan testified that she was transferred as principal from one District elementary school to another in 2020. *Id.* at 7. According to Complainant Moss-Hasan, from September 2019 to May 2020, “there was no discussion of transfers or the transformation plan at either network or the academy administrative meetings.” *Ibid.* Complainant Moss-Hasan also received a letter from the Superintendent on April 28, 2020, which is when she first found out about her transfer. *Ibid.* Complainant Moss-Hasan testified that at the May 12, 2020, Board meeting, Assistant Superintendent Champagne informed the administrators, for the first time, “their new assignment[s] and the alleged reasons for the moves taking place.” *Ibid.* Complainant Moss-Hasan had a “very short” meeting with the Superintendent, and Assistant Superintendents Champagne and Harvest after the Board meeting, and also did not ask any questions because she knew the EOAA was filing a grievance. *Id.* at 8. Complainant Moss-Hasan stated, “[t]here’s always been a discussion prior to an anticipated move”; however, at the time of her meeting, “it was already board-approved which has never happened throughout [her] tenure.” *Ibid.* Complainant Moss-Hasan further stated that the Superintendent told her on May 20, 2020, that he was unaware that the transfers were happening, and he thought that it was inappropriate that they were happening during the pandemic. *Ibid.* Complainant Moss-Hasan noted that the Superintendent told her that “he didn’t make any of the recommendations,” that Champagne and Harvest were in charge, and that moving forward any decisions would not be from him. *Ibid.*

Superintendent West testified that when he planned to transfer administrators, he would always meet “with the administrator who was the subject of the transfer approximately two to four weeks before he presented it to the personnel committee.” *Id.* at 10. The Superintendent further testified “this particular [B]oard” would constantly give him “input on who they wanted to move and why and a lot of times when [he] would not adhere to what their requests were the [B]oard President Mrs. Tucker” would refer to him as a “no-man.” *Ibid.* According to Superintendent West, Respondent Tucker approached him in October 2019 and during a “cordial meeting,” she informed him basically, “you could either resign or you could go through with hopefully getting the votes that you need, but I don’t think you’re going to have the votes.” *Id.* at 11. Thereafter, Superintendent West’s attorney contacted him to inform him that the Board President was not going to renew his contract, and she wants him to “sign off on this agreement basically stating that [he] would hand off all personnel decisions and duties and responsibilities to [another individual],” but the agreement was later changed to indicate Assistant Superintendents Champagne and Harvest instead of that person. *Ibid.* The Superintendent stated that he first saw the transformation plan on April 27, 2020, and he noted that he was not consulted regarding the reorganization and/or transfers. *Id.* at 12.

Ultimately, Superintendent West signed the transfer letters because he “had already signed off on that document stating that [he] wasn’t going to interfere with personnel decisions and that [he] would approve the personnel matters as they came to [him.]” *Id.* at 13.

After the conclusion of Complainants’ case at the hearing, Respondents moved to dismiss the matter.

The ALJ noted that the “pertinent inquiry” in this matter is “whether [C]omplainants’ evidence, together with the legitimate inferences therefrom, demonstrates that [R]espondents ‘gave a direct order to school personnel’ regarding the 2020 transfers or ‘(inappropriately) involved themselves in the decision to transfer the . . . administrators . . . prior to the decision being made by the Superintendent and presented to the Board for consideration and a vote’ on May 12, 2020.” *Id.* at 19. To this end, the ALJ concluded that Complainants failed to satisfy their burden of proof, warranting dismissal of their Complaint. *Ibid.* More specifically, the ALJ found, “the record is bereft of any evidence demonstrating that the Board members participated in the formation of the transfers, initiated the transfers, directed the administration to make the transfers, or were inappropriately involved in the transfer decisions before the Board’s consideration and vote on May 12, 2020.” *Ibid.* According to the ALJ, the witnesses “confirmed that they did not possess any evidence or personal knowledge to support their allegations that [R]espondents initiated the transfers or were inappropriately involved in the transfers.” *Ibid.* Moreover, the Superintendent indicated that he did not “object” to the transfers, and he signed the letters advising the administrators of their transfers. *Ibid.* Furthermore, Superintendent West did not state that he had an issue with the transfers at the May 12, 2020, Board meeting. *Ibid.* The ALJ noted that despite testimony from Complainants that Respondents interfered in personnel matters in the past, none of this interference can be sustained for the 2020 transfers. *Id.* at 20. Therefore, the ALJ found Complainants did not establish that Respondents violated *N.J.S.A.* 18A:12-24.1(d) and ordered that Respondents’ motion to dismiss be granted and the Complaint be dismissed. *Ibid.*

III. Exceptions

Complainants’ Exceptions

Complainants argue that the “testimony demonstrates a prima facie violation of” *N.J.S.A.* 18A:12-24.1(d). More specifically, Complainants point out that Superintendent West testified that in October 2019, Respondent Tucker informed him “that the Board was heading in one direction, that he was heading in another and that the votes for a new contract the following year were not there.” Complainants explain that two weeks later, Superintendent West’s attorney notified him that “as ‘Ms. Tucker’ was not planning to renew his contract, she and other members of the [B]oard wanted him to sign off on an agreement whereby he would hand off his authority as [S]uperintendent to make personnel decisions.” According to Complainants, “Respondent Tucker and her allies, Respondent’s [(sic)] Wilkerson and Clovis, were seeking to neuter the [S]uperintendent’s authority so that they could have their way.” Complainants maintain that consequently, to avoid embarrassment and being “dragged out,” the Superintendent “agreed to an arrangement in which he agreed to delegate his authority over personnel matters to” the Assistant Superintendent. Complainants assert that the arrangement “was ultra vires as the personnel duties of a [S]uperintendent to make recommendations to a board of education are not delegable per *N.J.S.A.*

18A:27-4.1,” and therefore, the actions of the Assistant Superintendent “should have been deemed void.” Complainants argue that with Superintendent West “seemingly no longer in a position to say ‘no’ . . . Respondents embarked upon their plan to take effective control of the [D]istrict, including matters that otherwise would be in the province of the [S]uperintendent.”

Furthermore, Complainants point out that Complainant Ramsey testified that “in all of the meetings she attended which included no less than two administrative meetings a month, she never heard any mention of the transformational plan that led to her transfer and the transfer of her colleagues.” Complainants assert that ultimately, Complainant Ramsey’s testimony demonstrated that Superintendent West “did not know of the massive administrative reorganization until a few days before the Board meeting of May 12, 2020”; however, Respondents “were well aware of the transformational plan and the transfers that would come from it because there had been communications between the [Assistant Superintendent] and the Board to the exclusion of the [S]uperintendent.” According to Complainants, “It evidences the deep involvement of the Respondents not in setting policy, but in administering the schools, which is exactly what *N.J.S.A.* 18A:12-24.1(d) is intended to guard against.”

Complainants provide that Complainant Moss-Hasan testified, despite Respondents’ argument that her transfer was due to her being “complacent,” “none of her evaluations indicated any form of complacency in terms of how she managed her building.” Complainants further provide that Complainant Moss-Hasan also noted that “this was not the first time she had been targeted by Respondent Tucker and her allies” and she provided multiple examples “of why [Respondent] Tucker personally disliked her.”

Complainants assert based on the witness testimony, although “there is no ‘smoking gun,’ to show that there was a direct order by the Respondents to overhaul the administration of the schools, there is evidence that Respondent Tucker and her allies became directly involved in the activities or functions of the schools.” Complainants “reiterate that they presented sufficient evidence that, taken as true, with all inferences of doubt to be decided in their favor, should have resulted in the denial of Respondents’ Motion.” Therefore, Complainants “respectfully request” that the Commission reject the ALJ’s Initial Decision and the dismissal of the matter.

Respondents’ Exceptions

Respondents did not request an extension of time to file a reply. Nevertheless, Respondents filed a reply to Complainants’ exceptions but did so after the Commission had already discussed the matter at its meeting on December 17, 2024. Accordingly, Respondents’ reply was not considered by the Commission.

IV. Analysis

Upon a thorough, careful, and independent review of the record, the Commission adopts the ALJ’s factual findings, the legal conclusion that Respondent did not violate *N.J.S.A.* 18A:12-24.1(d), and the dismissal of this matter.

N.J.S.A. 18A:12-24.1(d) requires board members to carry out their responsibility not to administer the schools, but, together with their fellow board members, to see that they are well run. While Complainants may have been surprised that they were being transferred within the District and/or upset that they were not given notice in advance of the April 28, 2020, letters, the record lacks evidence specifically demonstrating that Respondents individually gave a direct order to school personnel or that they became directly involved in the decision to make the transfers prior to the recommendation and vote on May 12, 2020. Although Complainants suspect that Respondents requested the transfers, they fail to present any concrete evidence demonstrating that the transfers were at Respondents' command. Without evidence linking the decision to make the transfers directly to Respondents, especially given that the Superintendent signed the transfer letters, the Commission agrees with the ALJ that a violation of *N.J.S.A.* 18A:12-24.1(d) has not been established.

The Commission is not persuaded by Complainants' exceptions. The Superintendent's agreement with the Board that personnel decisions would fall to the Assistant Superintendents does not demonstrate that Respondents usurped the authority of the administrative staff and/or made direct orders regarding the personnel actions. Additionally, the Commission notes that contrary to Complainants' argument that Complainant Ramsey's testimony demonstrates that Superintendent West was unaware of the reorganization plan, the evidence demonstrates that the Superintendent signed off on the transfers, and Respondent Ramsey's own testimony acknowledged that she did not have evidence to support the contention that Respondents ordered the transfers. Furthermore, Complainant Moss-Hasan's disagreement with the reasoning behind her transfer does not establish that Respondents gave a direct order to school personnel or became directly involved in the day-to-day administration of the schools.

Accordingly, the Commission concurs with the Initial Decision that this matter should be dismissed.

V. Decision

Upon review, the Commission adopts the Initial Decision's factual findings, the legal conclusion that Respondent did not violate *N.J.S.A.* 18A:12-24.1(d), and the dismissal of the above-captioned matter.

Therefore, this is a final agency decision and is appealable only to the Superior Court-Appellate Division. *See, N.J.A.C.* 6A:28-9.10(b) and *New Jersey Court Rule* 2:2-3(a). Under *New Jersey Court Rule* 2:4-1(b), a notice of appeal must be filed with the Appellate Division within 45 days from the date of mailing of this decision.

Robert W. Bender, Chairperson

Mailing Date: January 28, 2025

***Resolution Adopting Decision
in Connection with C16-21***

Whereas, at its meeting on September 21, 2021, the School Ethics Commission (Commission) voted to transmit the above-captioned matter to the Office of Administrative Law (OAL) for a hearing; and

Whereas, the Administrative Law Judge (ALJ) issued an Initial Decision dated October 30, 2024; and

Whereas, in the Initial Decision, the ALJ found that Respondent did not violate *N.J.S.A.* 18A:12-24.1(d) and ordered the dismissal of the above-captioned matter; and

Whereas, Complainants filed exceptions to the Initial Decision, and Respondents filed a reply that was not considered by the Commission; and

Whereas, at its meetings on December 17, 2024, and January 28, 2025, the Commission reviewed and discussed the record, including the ALJ's Initial Decision; and

Whereas, at its meetings on December 17, 2024, and January 28, 2025, the Commission discussed adopting the Initial Decision's findings of fact, the legal conclusion that Respondents did not violate *N.J.S.A.* 18A:12-24.1(d), and the dismissal of the above-captioned matter; and

Whereas, at its meeting on January 28, 2025, the Commission reviewed and voted to approve the within decision as accurately memorializing its actions/findings from its meetings on December 17, 2024, and January 28, 2025; and

Now Therefore Be It Resolved, the Commission hereby adopts the within decision.

Robert W. Bender, Chairperson

I hereby certify that this Resolution was duly adopted by the School Ethics Commission at its meeting on January 28, 2025.

Brigid C. Martens, Director
School Ethics Commission