

Before the School Ethics Commission
Docket No.: C132-25
Decision on Probable Cause

Dr. Malcolm X. Outlaw,
Complainant

v.

Dr. Steven Lewis,
Willingboro Board of Education, Burlington County,
Respondent

I. Procedural History

The above-captioned matter arises from a Complaint that was filed with the School Ethics Commission (Commission) on December 4, 2025, by Dr. Malcolm X. Outlaw (Complainant), Superintendent¹ of the Willingboro School District (District), alleging that Dr. Steven Lewis (Respondent), Business Administrator/Board Secretary (BA/BS) of the Willingboro 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(a), N.J.S.A. 18A:12-24(b), N.J.S.A. 18A:12-24(c), and N.J.S.A. 18A:12-24(d). On December 22, 2025, Respondent filed a Written Statement.

The parties were notified by correspondence dated April 21, 2026, that the above-captioned matter would be discussed by the Commission at its meeting on April 28, 2026, to determine whether probable cause exists. Following its discussion on April 28, 2026, the Commission adopted a decision at its meeting on May 26, 2026, finding the Complaint untimely, and administratively dismissing the above-captioned matter in accordance with its authority as set forth in N.J.A.C. 6A:28-9.2(a)(2).

II. Summary of the Pleadings

A. *The Complaint*

In Count 1, Complainant asserts that Respondent (BA/BS), retained a Board member “to act as his real estate agent in connection with the purchase of a home.” Complainant maintains the “pending sale, initiated on or about September 6, 2024, involved a private real estate transaction where [the Board member], in his role as a real estate agent, would receive a commission or other financial benefit upon closing.” Complainant further asserts by “choosing to hire a current Board member as his real estate agent, [Respondent] entered into a private,

¹ Complainant was on administrative leave at the time the Complaint was filed.

financially beneficial relationship with an official who had oversight authority and voting power on district matters affecting [Respondent] and his role.”

Complainant contends that Respondent violated *N.J.S.A. 18A:12-24(a)* because Respondent “engaged in a business/transaction and professional activity . . . that is in substantial conflict with the proper discharge of his duties.” Moreover, Complainant notes Respondent “created a situation where his role as the [BA/BS] was intertwined with a private financial relationship involving a Board member who oversees district operations and acts on matters affecting his position.” Complainant further contends Respondent violated *N.J.S.A. 18A:12-24(b)* by “entering into a private real estate transaction” with a Board member, and in “hiring that Board member as his agent,” Respondent “participated in conduct that effectively secured unwarranted privileges and advantages for that Board member and compromised the integrity of his own office.”

In Count 2, Complainant asserts the business relationship between Respondent and the Board member “created a direct financial relationship between” the two individuals, “in which [the Board member’s] financial gain depended upon successfully representing [Respondent] in a private real estate purchase.” Complainant further asserts Respondent violated *N.J.S.A. 18A:12-24(c)* by “entering into and maintaining a financial relationship with a sitting Board member whose votes and decisions affect Respondent’s role, [which] created a direct or indirect financial involvement that might reasonably be expected to impair his objectivity or independent judgment in dealing with the Board and that Board member.” Complainant contends Respondent also violated *N.J.S.A. 18A:12-24(d)* because his “decision to undertake and maintain a private financial relationship with a sitting Board member constitutes ‘employment or service’ that might reasonably be expected to prejudice his independence of judgment in the exercise of his official duties as the [BA/BS].”

Regarding timeliness, Complainant notes that it was not until “around June 30, 2025, while conducting an investigation in the course of [his] work, that [he] was able to discover [Respondent’s] *current* and *correct* home address.” According to Complainant, once he obtained that information he “was then able to research the property records and information available online.” Complainant maintains that “while there had been informal speculation in the community that [the Board member] may have been involved in [Respondent’s] real estate transaction, [Complainant] did not have concrete, verifiable information sufficient” to file a complaint and adds that “for a substantial period after the real estate transaction, any connection between [the Board member] and [Respondent’s] home purchase was based only on rumor or speculation.”

B. *Written Statement*

Respondent initially provides background information regarding a contentious relationship between him and Complainant. Next, Respondent admits to engaging the Board member to act as his real estate agent. Respondent notes that Complainant’s “assertion that he did not learn of Respondent’s engagement of [the Board member] ‘until recently’ is knowingly false.” To the contrary, Respondent maintains that Complainant was aware of this relationship on August 17, 2024, as it was discussed at a Board retreat in which Complainant was present.

Therefore, Respondent asserts the Complaint is time barred. Moreover, Respondent notes that he consulted with Board counsel and a private attorney who both advised Respondent that he did not have a conflict in hiring the Board member as his real estate agent. Respondent further notes at the time of the business relationship, the Board member was “serving a one-year term expiring in December 2024 [and] Respondent’s annual employment contract was already in place, as was the District’s annual budget.” Therefore, Respondent contends he did not secure an unwarranted benefit from engaging the Board member as his real estate agent, and a reasonable observer would not conclude that there was any ethical impropriety in Respondent engaging the Board member “to perform a service he offered on the same terms to the public at large.”

If not untimely, Respondent addresses the individual allegations. More specifically, as to Count 1, Respondent argues the Board member did not have “executive authority and was ethically prohibited from day-to-day administration of the District.” Respondent further argues the Board member did not supervise or evaluate Respondent, and Respondent reiterates his annual contract was already negotiated. Further, Respondent argues that there would not be a need for the Board member to “interact with Respondent regarding development of the District’s annual budget, as that was in place as well.” As to a violation of *N.J.S.A. 18A:12-24(a)* Respondent maintains that the “one-off transaction at issue . . . occurred in the last few months of a departing Board member’s term, with no opportunity for him to vote on personnel or budgetary matters involving Respondent, and no reasonable observer in the public would have thought otherwise.” Regarding a violation of *N.J.S.A. 18A:12-24(b)*, Respondent argues Complainant did not provide any evidence to demonstrate that Respondent “used or attempted to use his official position to do anything in the complaint” nor that Respondent “secured any ‘unwarranted’ privileges or benefits from engaging [the Board member] as his real estate agent.”

Regarding Count 2, Respondent contends the Complaint “does not allege a single instance where Respondent acted or even attempted to act, in his official capacity on any matter involving [the Board member] where Respondent stood to benefit or where his objectivity may have been impaired.” Finally, Respondent argues the Complaint is “deficient on its face because there is no allegation that Respondent undertook the employment or service at issue here. [The Board member] did.”

III. Analysis

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

Alleged Untimeliness

In the Written Statement, Respondent argues that the Complaint is untimely as Complainant has been aware of the real estate transaction and relationship with the Board member since August 2024. Complainant acknowledges that “there had been informal speculation in the community that [the Board member] may have been involved in [Respondent’s] real estate transaction” but contends that he did not have evidence of said involvement until “around” June 30, 2025.

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

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

The Commission recognizes that limitation periods of this type serve to discourage dilatoriness and provide a measure of repose in the conduct of school affairs. *Kaprow v. Berkley Township Bd. of Educ.*, 131 N.J. 571, 587 (1993). Thus, “notice of the alleged violation” must be interpreted in a manner that anticipates the reasonable diligence of complainant(s). In addressing potential violations of the Act, the Commission must balance the public’s interest in knowing of potential violations against the important policy of repose and a respondent’s right to fairness. The time limitations set forth in the regulations must be enforced if the Commission is to operate in a fair and consistent manner. *Phillips v. Streckenbein et al., Edgewater Park Bd. of Educ., Burlington County*, C19-03 (June 24, 2003).

In this matter, Complainant filed his Complaint on December 4, 2025, and 180 days prior to that date is June 8, 2025. The allegations in the Complaint occurred in or around August and September 2024, which are well beyond the limitations period.

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

After review, the Commission finds that there is not a credible basis upon which to find that Complainant was unaware of Respondent’s actions/conduct until he conducted his investigation in June of 2025. Complainant argues that the limitations period should start from June 30, 2025, when he was able to discover Respondent’s address which allowed him to locate information about the real estate agent Respondent used. However, Complainant admits that “there had been informal speculation in the community that [the Board Member] may have been involved in [Respondent’s] real estate transaction.” In addition, Respondent claims that Complainant has been aware of the business arrangement with the Board Member since August

17, 2024, when it was discussed at a Board retreat. The Commission finds that, upon hearing the rumors and speculation, Complainant could have exercised reasonable diligence at that time to investigate or attempt to verify the information instead of waiting close to a year to investigate or research the matter. Accordingly, the Commission finds Respondent knew or should have known of the real estate relationship which formed the basis of this Complaint on or around August 17, 2024.

Therefore, although the Commission recognizes that the regulatory time period may be relaxed, in its discretion, in any case where strict adherence may be deemed inappropriate or unnecessary or may result in injustice, it does not find extraordinary circumstances in the within matter that would compel relaxation.

Accordingly, and for the reasons set forth above, the Commission finds that the Complaint, on its face, was not timely filed pursuant to *N.J.A.C.* 6A:28-6.5. As the Commission is authorized, in accordance with *N.J.A.C.* 6A:28-9.2(a)(2), to administratively dismiss a complaint that is not timely filed pursuant to *N.J.A.C.* 6A:28-6.5, the Commission finds that the Complaint should be dismissed.

V. Decision

Based on the foregoing, and pursuant to its authority as set forth in *N.J.A.C.* 6A:28-9.2(a)(2), the Commission administratively dismisses the above-captioned matter because it was not timely filed pursuant to *N.J.A.C.* 6A:28-6.5.

The within decision is a final decision of an administrative agency and, therefore, it is appealable only to the Superior Court-Appellate Division. *See, New Jersey Court Rule 2:2-3(a).* Under *New Jersey Court Rule 2:4-1(b)*, a notice of appeal must be filed with the Appellate Division within 45 days from the date of mailing of this decision.

Robert W. Bender, Chairperson

Mailing Date: May 26, 2026

***Resolution Adopting Decision
in Connection with C132-25***

Whereas, at its meeting on April 28, 2026, the School Ethics Commission (Commission) considered the Complaint and the Written Statement submitted in connection with the above-referenced matter; and

Whereas, at its meeting on April 28, 2026, the Commission discussed administratively dismissing the above-captioned matter in accordance with its authority as set forth in *N.J.A.C.* 6A:28-9.2(a)(2) because it was not timely filed pursuant to *N.J.A.C.* 6A:28-6.5; and

Whereas, at its meeting on May 26, 2026, the Commission reviewed and voted to approve the within decision as accurately memorializing its actions/findings from its meeting on April 28, 2026; 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.

Robert W. Bender, Chairperson

I hereby certify that the Resolution was duly adopted by the School Ethics Commission at its public meeting on May 26, 2026.

Brigid C. Martens, Director
School Ethics Commission