

***Before the School Ethics Commission  
Docket No.: C40-25  
Decision on Probable Cause***

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**Linda Hartong and Carol Chila,  
*Complainants***

**v.**

**Connie Baker,  
Washington Township Board of Education, Gloucester County,  
*Respondent***

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**I. Procedural History**

The above-captioned matter arises from a Complaint that was filed with the School Ethics Commission (Commission) on April 16, 2025, by Linda Hartong and Carol Chila (Complainants), alleging that Connie Baker (Respondent), a member of the Washington Township 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(c)*, *N.J.S.A. 18A:12-24.1(d)*, *N.J.S.A. 18A:12-24.1(e)*, *N.J.S.A. 18A:12-24.1(f)*, *N.J.S.A. 18A:12-24.1(g)*, *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). Respondent filed a Written Statement on May 28, 2025.

The parties were notified by correspondence dated December 9, 2025, that the above-captioned matter would be discussed by the Commission at its meeting on December 16, 2025, in order to make a determination regarding probable cause. Following its discussion on December 16, 2025, the Commission adopted a decision at its meeting on January 27, 2026, finding that there are insufficient facts and circumstances pled in the Complaint and in the Written Statement to lead a reasonable person to believe that the Act was violated as alleged in the Complaint.

**II. Summary of the Pleadings**

***A. The Complaint***

According to Complainants, prior to a Board committee meeting on April 10, 2025, Respondent, a Board member, submitted an organization chart to the Interim Superintendent, Jack McGee, that she “independently created,” which included a proposal for a reduction in force (RIF), identified newly created positions, as well as identified those personnel who should receive the RIF and the new jobs with their suggested salary. Moreover, Complainants note that there were two union contracts that had expired in June 2024 and were not yet negotiated or finalized; however, Respondent, who has been “outspoken” on behalf of the support staff, used her position as chair of the negotiating committee to prioritize the contract for the support staff above all others. According

to Complainants, as a result of pressure from certain Board members, namely Respondent, the Interim Superintendent resigned.

With the above in mind, Complainants assert Respondent violated *N.J.S.A.* 18A:12-24.1(c), because she “overstepped the bounds of appropriate [B]oard action by independently preparing and presenting a staffing reorganization plan” without the knowledge of the Board and/or administration; violated *N.J.S.A.* 18A:12-24.1(d), because she went beyond her role as a Board member and “entered the domain of school administration” by giving directions related to personnel to the Interim Superintendent when she proposed eliminating positions and named staff for roles as administrators; violated *N.J.S.A.* 18A:12-24.1(e), because her creation and submission of the reorganization chart constituted private action that compromised the integrity of the Board’s collective governance; violated *N.J.S.A.* 18A:12-24.1(f), because she demonstrated partiality toward the support staff by prioritizing their contract ahead of the other bargaining units suggesting that she surrendered her independent judgement; violated *N.J.S.A.* 18A:12-24.1(g), because the creation and disclosure of a RIF proposal, without following proper protocol, and while other district personnel were present, needlessly threatened their job security and breached confidentiality; violated *N.J.S.A.* 18A:12-24.1(h), because she created the proposal without consulting with the Interim Superintendent, and none of her recommendations, including non-renewals of current administrators and creating positions, were supported by the chief school administrator, and violated *N.J.S.A.* 18A:12-24.1(i), because she undermined the Interim Superintendent by “circumventing his authority and pressuring him in the presence of his subordinates.”

#### ***B. Written Statement***

Respondent provides that on March 17, 2025, prior to the hire of the Interim Superintendent, Respondent sent him a text that contained an organizational chart prepared by another school district that was facing similar financial issues as the District. According to Respondent, she often consulted with McGee on educational matters, as he was a former District administrator. Thereafter, on March 21, 2025, Respondent and two other Board members met with the Acting Interim Superintendent and other administrators for a budget meeting. After the meeting, the Business Administrator (BA) asked Respondent her thoughts and Respondent shared a copy of the other school district’s organizational chart with the BA. On March 25, 2025, McGee was appointed as the Interim Superintendent.

Respondent further provides she was asked to accompany another Board member to a meeting with McGee to discuss the budget on March 26, 2025. Respondent shared an organizational chart that she had created based on the other school district’s model with McGee. Respondent asserts that “no further conversations were had between [her] and [McGee] regarding [Respondent’s] thoughts on closing the budget gap.” Subsequently, on March 27, Respondent sent a text to McGee advising him of the March 21 meeting that previously occurred and that she had discussed the organizational chart with the administration prior to his hire in the District.

On April 10, Respondent and Complainants attended a budget meeting with administration, and a slide presentation was shown regarding the proposed 2025-2026 school year budget and it had been updated with “additional administrative cuts for the high school.” Complainants “vehemently

opposed” the budget cuts and Complainant Chila demanded answers and became aggressive. McGee resigned on April 11.

Respondent argues that Complainants have failed to state a claim to support any of the Code allegations. Although Respondent may have presented suggestions by way of an organizational chart, her suggestions would have to first be adopted by the Interim Superintendent and BA, and then be voted upon by the Board. Respondent states that she provided a potential solution to the District’s budgetary issues but states that she did not inform staff of the suggestions. Respondent notes she shared her chart with McGee, who in turn shared it with staff and he must have agreed with her suggestions, or he would not have shared it. Respondent asserts Complainants have not provided any evidence that she made any promises to anyone nor that she has a tie with any specific union. As to a breach in confidentiality, she again reiterates she did not share any information with anyone other than the Superintendents, and even if she did, a breach cannot be sustained when a committee discusses matters with administration.

### **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.”

#### ***Jurisdiction of the Commission***

In reviewing the allegations 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 Respondent may have violated any Board policies, the Commission advises that such determinations fall beyond the scope, authority, and jurisdiction of the Commission. Although Complainants may be able to pursue a cause of action(s) in the appropriate tribunal, the Commission is not the appropriate entity to adjudicate those claims. Accordingly, those claims are dismissed.

### *Alleged Violations of the Act*

Complainants submit that Respondent violated *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), *N.J.S.A.* 18A:12-24.1(f), *N.J.S.A.* 18A:12-24.1(g), *N.J.S.A.* 18A:12-24.1(h) and *N.J.S.A.* 18A:12-24.1(i) and these provisions of the Code provide:

- 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.
- g. I will hold confidential all matters pertaining to the schools which, if disclosed, would needlessly injure individuals or the schools. In all other matters, I will provide accurate information and, in concert with my fellow board members, interpret to the staff the aspirations of the community for its school.
- h. I will vote to appoint the best qualified personnel available after consideration of the recommendation of the chief administrative officer.
- i. I will support and protect school personnel in proper performance of their duties.

Pursuant to *N.J.A.C.* 6A:28-6.4(a), a violation(s) of *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), *N.J.S.A.* 18A:12-24.1(f), *N.J.S.A.* 18A:12-24.1(g), *N.J.S.A.* 18A:12-24.1(h) and *N.J.S.A.* 18A:12-24.1(i) need to be supported by certain factual evidence, more specifically:

- 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.

7. Factual evidence of a violation of the confidentiality provision of *N.J.S.A. 18A:12-24.1(g)* shall include evidence that Respondent took action to make public, reveal or disclose information that was not public under any laws, regulations or court orders of this State, or information that was otherwise confidential in accordance with board policies, procedures or practices. Factual evidence that Respondent violated the inaccurate information provision of *N.J.S.A. 18A:12-24.1(g)* shall include evidence that substantiates the inaccuracy of the information provided by Respondent and evidence that establishes that the inaccuracy was other than reasonable mistake or personal opinion or was not attributable to developing circumstances.

8. Factual evidence of a violation of *N.J.S.A. 18A:12-24.1(h)* shall include evidence that Respondent acted on a personnel matter without a recommendation of the chief administrative officer.

9. Factual evidence of a violation of *N.J.S.A. 18A:12-24.1(i)* shall include evidence that Respondent took deliberate action which resulted in undermining, opposing, compromising or harming school personnel in the proper performance of their duties.

Following its assessment, the Commission finds that there are insufficient facts and circumstances presented in the Complaint and the Written Statement to lead a reasonable person to believe that *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)*, *N.J.S.A. 18A:12-24.1(f)*, *N.J.S.A. 18A:12-24.1(g)*, *N.J.S.A. 18A:12-24.1(h)* and/or *N.J.S.A. 18A:12-24.1(i)* were violated. As required to sustain a violation of *N.J.S.A. 18A:12-24.1(c)*, Complainant has not shown what, if any, official Board action Respondent took in this matter. With regard to a violation of *N.J.S.A. 18A:12-24.1(d)*, Complainant has not demonstrated how 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. The

Interim Superintendent and the BA were free to consider Respondent's recommendations or to reject them. With respect to a violation of *N.J.S.A.* 18A:12-24.1(e), Complainant has not shown that Respondent made any personal promises or took action beyond the scope of her duties when she was asked by the BA and the Interim Superintendent to share her thoughts on the budget issue. As for a violation of *N.J.S.A.* 18A:12-24.1(f), Complainant has not demonstrated how, even if Respondent has been "outspoken" in favor of the support staff, this would be action taken 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. Respondent is entitled to her own opinions and having said opinions does not on its own, demonstrate that an individual took action, on behalf of, or at the request of, a special interest or political group. With respect to a violation of *N.J.S.A.* 18A:12-24.1(g), Complainant has not demonstrated what actions Respondent took to make public, reveal, or disclose information that was not public or confidential. The Commission notes that Respondent's discussion of her proposed organizational chart happened at committee meetings that were not open to the public. Regarding a violation of *N.J.S.A.* 18A:12-24.1(h), Complainant has not shown how Respondent acted on personnel matters when she made recommendations to the Interim Superintendent. Finally, as for a violation of *N.J.S.A.* 18A:12-24.1(i), Complainant has not shown how discussing and submitting a sample organizational chart was an attempt to undermine, oppose, compromise or harm the Superintendent in the proper performance of his duties.

Accordingly, and pursuant to *N.J.A.C.* 6A:28-9.7(b), the Commission dismisses the alleged violations of *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), *N.J.S.A.* 18A:12-24.1(f), *N.J.S.A.* 18A:12-24.1(g), *N.J.S.A.* 18A:12-24.1(h) and *N.J.S.A.* 18A:12-24.1(i).

#### **IV. Decision**

In accordance with *N.J.S.A.* 18A:12-29(b), and for the reasons detailed herein, the Commission hereby notifies Complainants and Respondent that there are insufficient facts and circumstances pled in the Complaint and in the Written Statement to lead a reasonable person to believe that the Act was violated as alleged in the Complaint and, consequently, dismisses the above-captioned matter. *N.J.A.C.* 6A:28-9.7(b).

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.

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Robert W. Bender, Chairperson

Mailing Date: January 27, 2026

***Resolution Adopting Decision  
in Connection with C40-25***

***Whereas***, at its meeting on December 16, 2025, the School Ethics Commission (Commission) considered the Complaint and the Written submitted in connection with the above-referenced matter; and

***Whereas***, at its meeting on December 16, 2025, the Commission discussed finding that the facts and circumstances presented in the Complaint and the Written Statement would not lead a reasonable person to believe that the Act was violated, and therefore, dismissing the above-captioned matter; and

***Whereas***, at its meeting on January 27, 2026, the Commission reviewed and voted to approve the within decision as accurately memorializing its actions/findings from its meeting on December 16, 2025; 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 its public meeting on January 27, 2026.

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Brigid C. Martens, Director  
School Ethics Commission