

Before the School Ethics Commission
Docket No.: C70-25
Decision on Probable Cause

Anne Ehrke,
Complainant

v.

Laura Archer,
Shamong Township 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 July 21, 2025, by Anne Ehrke (Complainant), alleging that Laura Archer (Respondent), an administrator of the Shamong 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(b).

On August 8, 2025, Respondent filed a Written Statement, which included an allegation that the Complaint is frivolous. Complainant filed a response to the allegation of frivolous filing on August 12, 2025.

The parties were notified by correspondence dated February 17, 2026, that the above-captioned matter would be discussed by the Commission at its meeting on February 24, 2026, to determine whether probable cause exists and whether the Complaint is frivolous. Following its discussion on February 24, 2026, the Commission adopted a decision at its meeting on March 24, 2026, finding that any allegations stemming from the 2019-2020, 2020-2021, 2021-2022, 2022-2023, 2023-2024 and 2024-2025 school years were untimely filed, and with respect to the allegations relating to the 2025-2026 school year, 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. The 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*

According to Complainant, on July 1, 2019, the Shamong Township School District (District) entered into a Shared Services Agreement (SSA) with the Woodland Township School District (Woodland). The SSA indicated that Respondent (Business Administrator) would work four

hours/week at Woodland (10% of her time) and the District would be compensated \$20,000.00. Complainant contends that prior to the SSA, Respondent's salary was \$125,000.00, but the July 2019 employment contracts show Respondent's salary was \$149,063.00, indicating that the District's compensation in the SSA went to Respondent. Therefore, Complainant asserts there was no benefit to the District because the entire \$20,000 went to Respondent's salary.

According to Complainant, subsequently, during the 2020-2021 school year, "without explanation," the SSA contract was increased from \$20,000 to \$40,000, and the total increase was given to Respondent's salary, and it continued to increase by \$40,000 in the 2021-2022 and 2022-2023 school years, and has continued to the present time. Complainant notes contrary to the reasons that supported entering into an SSA with Woodland, namely that it would be a financial benefit to the District, the District "did not recoup in salary 10% of [Respondent's] time in Woodland or her benefits since 2019." Complainant asserts this is a breach of Respondent's "fiduciary duty as she knowingly allowed her contract to be set without a cost savings to the [District]." Accordingly, Complainant asserts Respondent violated *N.J.S.A. 18A:12-24(b)* because she used her position to secure financial advantages for herself. Complainant notes Respondent's resignation was accepted at the June 10, 2024, Board meeting, and she began employment at another school district on September 1, 2025.

B. *Written Statement and Allegation of Frivolous Filing*

Respondent admits that the District entered into an SSA with Woodland, but denies that the agreement "provided or guaranteed a monetary benefit to Shamong." Moreover, Respondent notes the District "never incurred a loss in resources, benefits, or services by agreeing to share a business administrator with Woodland." According to Respondent, Complainant "is attempting to inform the Commission that the [SSA] was required to be financially beneficial to [the District]." Respondent states that the SSA, "besides the monetary amounts to Respondent, has been the same since it was first agreed upon for Respondent's 2019-2020 Employment Contract." Respondent further states her employment contracts "are not unethical or illegal" and the District "has followed all legal requirements in the creation of Respondent's employment contract." Respondent argues "the allegations are completely unsupported" and "the employment contracts are also approved by the Executive County Superintendent and the County Business Administrator."

Respondent contends that the purpose of the SSA was "to reduce the cost of a business administrator for Woodland and to deliver services: which is exactly what happened." Respondent notes it "is unreasonable to allege Respondent received a benefit that was intended for [the District] when the [SSA] never entitled [the District] to such a benefit." Respondent asserts the Complaint contains "zero evidence that Respondent used her position for financial gain."

In addition, Respondent claims the Complaint is out of time because the contract, which is public, began, as Complainant indicated, in July 2019. Respondent notes "[e]very single claim made by Complainant, besides one, is out of time and filed far beyond the 180-day notice period."

Finally, Respondent asserts the Complaint is frivolous because it "is absurd for Complainant to attempt to argue with reasonable basis that Respondent used her position to receive financial advantage when it was Complainant that personally put Respondent in this position." Further, it "is

also entirely unreasonable to argue in good faith that Respondent used her position to receive financial benefit when (1) she was not the decision-maker on her employment contract or the [SSA], agreed upon by two separate boards of education and (2) her employment contracts, that included the [SSA] provision, were approved by the Executive County Superintendent and the County Business Administrator.” Moreover, Respondent maintains the Complaint was filed in bad faith, after Respondent announced she accepted another job, in retaliation for accepting another position.

C. Response to the Allegation of Frivolous Filing

Complainant argues the Complaint “is based on legal and ethical concerns arising from the SSA and its failure to comply with *N.J.S.A.* 18A:17-24.2, and is wholly unrelated to Respondent’s departure.” Complainant further argues Respondent’s allegation “is absurd and frankly insulting given the facts.” Complainant states the “focus remains solely on compliance with the law and the ethical obligations of school officials.” Complainant argues the “arrangement was unethical and potentially unlawful, and that it was deliberately misrepresented to the Board in order to secure approval.”

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 *N.J.S.A.* 18A:17-24.2, any other governing statutes or regulations, and/or any Board policies, the Commission advises that such determinations fall beyond the scope, authority, and jurisdiction of the Commission. Whether a district enters into an SSA is a matter of Board governance, and is not within the Commission’s purview. Although Complainant 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 Untimeliness

Respondent argues the Complaint is out of time because the contract, which is public, began in July 2019, and therefore, “[e]very single claim made by Complainant, besides one, is out of time and filed far beyond the 180-day notice period.”

The Commission’s regulations provide a one hundred eighty (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).

With the above in mind, and 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 the 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 the only allegations related to the employment contract and SSA that are timely are the ones in effect for the 2025-2026 school year, which were executed in May and June 2025, respectively. Any of the allegations regarding prior school years are outside of the 180-day period, and therefore, are untimely. Complainant has not alleged that she did not have knowledge of the agreements/contracts on any other date than when they were signed or made public.

Therefore, the Commission finds that all allegations involving the 2019-2020, 2020-2021, 2021-2022, 2022-2023, 2023-2024 and 2024-2025 school years should be dismissed as untimely.

Alleged Violations of the Act

With respect to the allegations involving the 2025-2026 school year, Complainant submits that Respondent violated *N.J.S.A. 18A:12-24(b)*, and this provision of the Act states:

- b. No school official shall use or attempt to use his official position to secure unwarranted privileges, advantages or employment for himself, members of his immediate family or others;

In order to credit a violation of *N.J.S.A. 18A:12-24(b)*, Complainant must provide sufficient factual evidence that Respondent used or attempted to use her official position to secure an unwarranted privilege, advantage or employment for herself, members of her immediate family, or “others.”

Based on its review, 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(b) was violated. Complainant has not demonstrated that Respondent used her official position to secure an unwarranted privilege, advantage or employment for herself when her salary increased due to the SSA. Whether a district enters into an SSA with another district is a matter of Board governance, and was not Respondent's unilateral determination. Further, Respondent's employment contract was approved by the appropriate entity in the county. Additionally, for the 2025-2026 school year, which is the sole remaining year at issue, Respondent did not serve as the BA as she resigned from the District. Therefore, and pursuant to *N.J.A.C.* 6A:28-9.7(b), the Commission dismisses the alleged violation(s) of *N.J.S.A.* 18A:12-24(b).

IV. Request for Sanctions

At its meeting on February 24, 2026, 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 its meeting on March 24, 2026, the Commission adopted a decision finding the Complaint not frivolous, and denying the request for sanctions.

V. Decision

In accordance with *N.J.S.A.* 18A:12-29(b), and for the reasons detailed herein, the Commission hereby notifies Complainant and Respondent that any allegations stemming from the 2019-2020, 2020-2021, 2021-2022, 2022-2023, 2023-2024 and 2024-2025 school years were untimely filed, and with respect to the allegations relating to the 2025-2026 school year, 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, and consequently, dismisses the above-captioned matter. *N.J.A.C.* 6A:28-9.7(b). The Commission further advises the parties that, following its review, it voted to find that the Complaint is not frivolous, and to deny Respondent's request for sanctions.

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: March 24, 2026

***Resolution Adopting Decision
in Connection with C70-25***

Whereas, at its meeting on February 24, 2026, the School Ethics Commission (Commission) considered the Complaint, the Written Statement and the allegation of frivolous filing, and the response to the allegation of frivolous filing submitted in connection with the above-referenced matter; and

Whereas, at its meeting on February 24, 2026, the Commission discussed finding that any allegations stemming from the 2019-2020, 2020-2021, 2021-2022, 2022-2023, 2023-2024 and 2024-2025 school years were untimely filed; and

Whereas, at its meeting on February 24, 2026, the Commission discussed finding that with respect to the allegations relating to the 2025-2026 school year, 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 February 24, 2026, the Commission discussed finding the Complaint not frivolous, and denying the request for sanctions; and

Whereas, at its meeting on March 24, 2026, the Commission reviewed and voted to approve the within decision as accurately memorializing its actions/findings from its meeting on February 24, 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 March 24, 2026.

Brigid C. Martens, Director
School Ethics Commission