

Before the School Ethics Commission
Docket No.: C79-25
Decision on Probable Cause

Christine Reese, Kathy Winecoff and Paula Kinsey,
Complainants

v.

John Sico, Jr.,
Millstone Township Board of Education, Middlesex County,
Respondent

I. Procedural History

The above-captioned matter arises from a Complaint that was filed with the School Ethics Commission (Commission) on August 28, 2025, by Christine Reese, Kathy Winecoff and Paula Kinsey (Complainants), alleging that John Sico, Jr. (Respondent), a member of the Millstone 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), as well as *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 October 16, 2025, Respondent filed a Written Statement.

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. Following its discussion on February 24, 2026, the Commission adopted a decision at its meeting on March 24, 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, a Board member resigned from the Board on June 16, 2025, creating a vacancy. Complainants maintain that on June 17, Respondent/Board President directed the Superintendent to post for the Board vacancy, with a July 11, 2025, deadline for candidates to file for the vacancy. Complainants assert Respondent recruited Richard Gigantino, “promised” him the seat, and instructed him to “get his fingerprints processed so that he can be sworn in at the July 28, 2025 Board meeting and begin serving immediately.” Complainants further maintain after meeting with the Superintendent on June 30, 2025, Respondent instructed the Superintendent’s assistant to provide him with the “fingerprinting instructions,” so he could give

them to Mr. Gigantino. Per Complainants, on July 14, the Business Administrator (BA) sent the applications that the District received for the vacant Board seat to the Board members and Mr. Gigantino's application was not included. Complainants state that Respondent contacted the Superintendent, notifying him that Mr. Gigantino's application was not included, and the Superintendent and the BA found Mr. Gigantino's application in the spam filter and forwarded it to the Board. Complainants note, Mr. Gigantino's fingerprints cleared on July 15.

Subsequently, according to Complainants, at the July 28 Board meeting, two candidates were interviewed for the vacant seat. During executive session, Respondent "admitted to recruiting Gigantino for the vacancy and instructing [him] to get fingerprinted." Complainants maintain that Respondent had a personal agenda for appointing Mr. Gigantino, namely his background in construction and his ability to assist the District "with implementing trades and shop classes." Complainants further maintain that neither candidate was approved at the July 28 meeting, and Respondent then contacted "several members of the [Board] seeking their availability to hold a special meeting to get Gigantino approved for the vacancy." According to the emails attached to the Complaint, Respondent sent an email on July 29, stating, "I would like to have a special meeting to vote for either of the two candidates, Rich or Natalie, on zoom or phone call on August 11 at noon." After two individuals indicated that they were unavailable, and two individuals suggested that the Board vacancy should be reposted, Respondent stated: "In the spirit of cooperation and the fact that we are still within the 65 day window of appointing a 9th board member, let's bring back both candidates for a second interview on August 25th. Each candidate will have a second opportunity to present to us why he/she should be voted in the executive session. We will then go back to the public session to vote. Note: We will not reopen the search." Complainants note interviews were rescheduled for August 25, and at "no time did [Respondent] reach out to the other candidate and provide her with the instructions and details of how to get fingerprinted and cleared for the [B]oard."

With the above in mind, Complainants assert Respondent violated *N.J.S.A.* 18A:12-24(b), because he used his official position as Board President to secure an unwarranted advantage for Mr. Gigantino to be appointed to the Board, and did not provide the same opportunity to the other candidate; violated *N.J.S.A.* 18A:12-24.1(d), by directing staff members to provide information to him thereby administering the school district; violated *N.J.S.A.* 18A:12-24.1(e), because Respondent colluded with other Board members to appoint a candidate for a Board vacancy, and "promis[ed] Gigantino a seat on the [B]oard" with the "deliberate intent to avoid the open process" for choosing a new Board member, thereby compromising the Board; and violated *N.J.S.A.* 18A:12-24.1(f), because he "surrendered his personal judgment by promising Gigantino the vacant seat."

B. *Written Statement*

Respondent asserts that after a Board member resigned on June 16, 2025, he was "aware that the Board had 65 days from the date of [the Board member's] resignation during which the Board could appoint someone to replace her." According to Respondent, "[i]n his capacity as Board President," Respondent "asked" – "did not 'direct'" – the Superintendent to reach out to the BA to post the position, "as is the normal course of events when a resignation occurs" and is "the same procedure that took place" when a previous Board member resigned.

Respondent states that prior to there being a vacancy on the Board, Mr. Gigantino had expressed interest in being on the Board “when he realized that woodshop was not a part of the curriculum.” Respondent admits that he shares a similar interest in having the District implement shop courses, but asserts he “never made a personal promise to appoint Mr. Gigantino” and Complainants have not offered any evidence to the contrary. Respondent admits that on June 30 he asked the Superintendent’s assistant “where information on fingerprinting could be found so he could provide it to Mr. Gigantino” who was also planning to run for the Board in November, and the assistant “indicated the information is public” and provided the appropriate forms. Respondent denies that he “instructed” the assistant, and further notes at the time Mr. Gigantino was the only candidate.

Ultimately, another candidate applied, and the two candidates were interviewed on July 28, 2025, and neither candidate was approved. Thereafter, Respondent asserts that “[d]ue to the potential expiration of the 65 days to fill the seat, and the potential for the Board to lose the ability to appoint someone to fill the vacancy, [Respondent] first proposed a special meeting for August 11, 2025 that did not take place and then scheduled the 2 candidates to appear at the August 25, 2025 Board meeting for interviews by the Board member who missed the July meeting.” Respondent notes that he did not provide the other candidate with fingerprinting information because she told the Board in July that she had already been fingerprinted, and therefore, it was not necessary. Moreover, Respondent states that candidate withdrew her candidacy prior to the August 25, 2025, Board meeting, and as such, Respondent maintains that he “did not ‘promise’ Mr. Gigantino the vacant seat.”

Respondent argues Complainants did not provide any evidence to support a violation of *N.J.S.A.* 18A:12-24(b). Respondent further argues he did not provide an advantage to Mr. Gigantino as the information was available to the public and the other candidate already had her fingerprints.

As to a violation of *N.J.S.A.* 18A:12-24.1(d), Respondent reaffirms the fingerprinting information is public and “as per practice” he asked the Superintendent to post the vacancy and neither of these actions “involve [Respondent] becoming directly involved in activities or functions that are the responsibility of school personnel or the day-to-day administration of the school District.”

Regarding a violation of *N.J.S.A.* 18A:12-24.1(e), Respondent notes throughout the process he conferred with Board counsel who advised that there were not any issues with scheduling the meetings. Moreover, Respondent further notes there is no evidence to support that he promised Mr. Gigantino a Board seat, nor did he.

Finally, as to a violation of *N.J.S.A.* 18A:12-24.1(f), Respondent reiterates the “flimsy purported basis for this allegation is the repeated speculation that [Respondent] promised Mr. Gigantino the vacant seat.” Respondent reasserts Complainants did not offer any evidence to support this allegation.

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 Violations of the Act

Complainants submit that, based on the conduct more fully detailed above, 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), Complainants must provide sufficient factual evidence that Respondent used or attempted to use his official position to secure an unwarranted privilege, advantage or employment for himself, members of his immediate family, or “others.”

Complainants further submit that Respondent violated *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:

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), a violation(s) *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:

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 his 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 himself, a member of his immediate family or a friend.

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(b), *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) were violated. As to a violation of *N.J.S.A.* 18A:12-24(b), Complainants have not established that Respondent used his official position to secure a privilege or advantage for Mr. Gigantino. While Respondent provided fingerprint information to Mr. Gigantino so that he could complete the process, it is unclear how getting fingerprints in advance would provide a candidate with an advantage. There is not any evidence that having fingerprints in advance would render a candidate more likely to be chosen by the Board. Additionally, Respondent maintains that Mr. Gigantino was the only candidate at the time that he provided the information, and that when he learned of the second candidate, the candidate indicated that her fingerprints were already complete. With respect to a violation of *N.J.S.A.* 18A:12-24.1(d), posting the vacancy announcement is part of the process and asking for assistance with respect to finding publicly available fingerprint information does not amount to a “direct order” to school personnel or the day-to-day administration of the school. Regarding a violation of *N.J.S.A.* 18A:12-24.1(e), there is no evidence beyond speculation that Respondent promised the vacant seat to Mr. Gigantino. Contrary to Complainants’ assertion that Respondent sought to hold a “special meeting to get Gigantino approved for the vacancy,” Respondent’s email demonstrates that he tried to schedule “a special meeting to vote for either of the two candidates.” When the special meeting was not scheduled, he indicated “[i]n the spirit of cooperation . . . let’s bring back both candidates for a second interview on August 25th.” As such, Complainants have not demonstrated that Respondent made a personal promise or took action, beyond the scope of his duties, to compromise the Board. Finally, as to *N.J.S.A.* 18A:12-24.1(f), Complainants have not established that Respondent took action on behalf of, or at the request of, a special interest group or that he used the schools in order to acquire some benefit for himself or Mr. Gigantino.

Therefore, and pursuant to *N.J.A.C.* 6A:28-9.7(b), the Commission dismisses the alleged violation(s) *N.J.S.A.* 18A:12-24(b), *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).

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.

Robert W. Bender, Chairperson

Mailing Date: March 24, 2026

***Resolution Adopting Decision
in Connection with C79-25***

Whereas, at its meeting on February 24, 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 February 24, 2026, 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 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