

Before the School Ethics Commission
OAL Docket No.: EEC-07163-24
SEC Docket No.: C86-23
Final Decision

In the Matter of Natalia Ioffe,
Jersey City Board of Education, Hudson County,
Respondent

I. Procedural History

The above-captioned matter arises from a Complaint that was filed with the School Ethics Commission (Commission) on November 21, 2023, by Matthew Schapiro (Complainant), alleging that Natalia Ioffe (Respondent), a member of the Jersey City Board of Education (Board), violated the School Ethics Act (Act), *N.J.S.A. 18A:12-21 et seq.* More specifically, the Complaint alleges that Respondent violated *N.J.S.A. 18A:12-24(b)*, *N.J.S.A. 18A:12-24(c)* and *N.J.S.A. 18A:12-24(e)*, as well as *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 December 19, 2023, Respondent filed a Written Statement.

At its meeting on May 21, 2024, and after review of the Complaint and the Written Statement, the Commission adopted a decision finding that there were sufficient 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 set forth in the Complaint. Based on its finding of probable cause, the Commission voted to transmit the above-captioned matter to the Office of Administrative Law (OAL) for a hearing.

Following cross-motions for summary decision, the Administrative Law Judge (ALJ) issued an Initial Decision on April 22, 2026, concluding that Respondent did not violate *N.J.S.A. 18A:12-24(b)*, *N.J.S.A. 18A:12-24(c)*, *N.J.S.A. 18A:12-24(e)*, *N.J.S.A. 18A:12-24.1(e)* and *N.J.S.A. 18A:12-24.1(f)*, and dismissing the matter. Petitioner filed exceptions to the Initial Decision, in accordance with *N.J.A.C. 1:1-18.4*, and Respondent filed a reply thereto.

At its meeting on June 23, 2026, the Commission discussed the above-captioned matter, and at its meeting on July 28, 2026, the Commission voted to adopt the Initial Decision's findings of fact, the legal conclusion that Respondent did not violate *N.J.S.A. 18A:12-24(b)*, *N.J.S.A. 18A:12-24(c)*, *N.J.S.A. 18A:12-24(e)*, *N.J.S.A. 18A:12-24.1(e)* and *N.J.S.A. 18A:12-24.1(f)*, and the dismissal of the above-captioned matter.

II. Initial Decision

The Complaint alleges that Respondent committed multiple ethical violations based on the premise that she “illegally and improperly accepted an election endorsement” from the Jersey

City Education Association (JCEA), “in exchange for negotiating with that union, which resulted in the most generous contract in Jersey City history.” *Initial Decision* at 2.

The ALJ provided the following timeline of events:

- 2016 - Respondent ran for election to the Board as an Independent and finished eighth. Two of the winning candidates were on the “Education Matters” slate, and the third winning candidate ran on the “Jersey City United” slate.
- 2018 - Respondent again ran for election to the Board as an Independent and finished seventh. The three winners all ran on the “Education Matters” slate.
- July 12, 2021 - Respondent emailed her resumé to Mike Greco, the chairperson of the JCEA’s Political Action Committee, “in reference to a potential school board candidacy.”
- July 26, 2021 - Filing deadline for candidacy to the 2021 Board election.
- July 30, 2021 - The JCEA sent an email to all registered candidates requesting that they complete a questionnaire if they are seeking the union’s endorsement. A follow up email was sent on August 5, 2021.
- August 10, 2021 - The JCEA announced its endorsement of the “Education Matters” slate, which included Respondent.
- November 2, 2021 - Respondent finished third and was elected to the Board. Newspapers reported that this slate represented “the second year in a row that the JCEA-backed team won all three contested seats.”
- January 4, 2022 - Respondent was sworn in as a Board member and was chosen by the Board to be one of the two Vice Presidents.
- September 13, 2022 - The JCEA endorses the 2022 “Education Matters” slate of candidates. Respondent is not on the ballot.
- October 16, 2022 - Respondent emails a “letter of support” for the “Education Matters” slate to Mr. Greco, who Respondent deemed to be its “campaign manager.”
- October 18, 2022 - Mr. Greco emailed the letter “with the added title of JCBOE VP” to the Hudson County View.
- November 4, 2022 - Respondent had the added language removed by the Hudson County View.
- January 5, 2023 - Respondent was selected as Board President at the Board reorganization meeting.
- Early 2023 - Contract negotiations began before the Board and the JCEA.
- May 9, 2023 - The JCEA and Board reached a Memorandum of Agreement.
- May 25, 2023 - The contract agreement was approved. Respondent voted in favor of the contract.
- November 21, 2023 - The ethics complaint was filed.

Id. at 15-17.

In Petitioner’s motion for summary decision, the ALJ noted Petitioner argued that Respondent’s “actions to elevate herself on the [Board] directly correlate with her endorsement of JCEA candidates, her entanglement with the JCEA’s employment contract, and the JCEA’s endorsement of [Respondent],” which violate the Act. *Id.* at 7. Moreover, Petitioner argued that

“by voting on the contract between the District and the JCEA, [Respondent] violated both *N.J.S.A.* 18A:12-24(b) and (c) in that she had a conflict of interest due to the JCEA’s support of her campaign.” *Ibid.* Additionally, Petitioner argued that “by both participating in the bargaining sessions and voting on the contract with the JCEA, [Respondent] violated *N.J.S.A.* 18A:12-24.1(f) due to an ‘active conflict of interest and significant public relationship history with the JCEA.’” *Ibid.* The ALJ further noted that Petitioner did not address violations of *N.J.S.A.* 18A:12-24(e) and *N.J.S.A.* 18A:12-24.1(e) in its submissions. *Ibid.*

In Respondent’s cross-motion for summary decision, according to the ALJ, Respondent contended that “[s]ince there is no evidence that [Respondent] took any action on the contract until more than a year after the JCEA endorsement, per the Commission’s own findings, she cannot be found guilty of any ethical offense.” *Id.* at 7-8. Additionally, Respondent argues Petitioner did not provide any evidence to demonstrate that Respondent had “a continued relationship/involvement with the JCEA so as to create an impermissible conflict of interest.” *Id.* at 8. Additionally, Respondent submitted four certifications in support of her position, two from herself, one from Board labor counsel, and one from Board general counsel. According to the ALJ, Respondent certified that she was elected President by the other Board members and denied that any JCEA members “made statements about or endorsed her prior to her selection”; she did not solicit the opinions that the JCEA President expressed in a newspaper article the day after she was elected President; contract negotiations with the JCEA commenced in “early 2023,” more than a year after the union endorsed her in the 2021 election; and she spoke with the Board attorney, District labor counsel and District general counsel prior to participating in negotiations, and all of them advised her that she was not in violation of the Act, as one year had passed since the endorsement. *Id.* at 8-9.

The ALJ noted that the Decision on Probable Cause “clearly conveys” five separate violations, namely, (1) Did Respondent participate in the contract negotiations between the Board and the JCEA prior to the January 5, 2023, reorganization meeting? If no, then *N.J.S.A.* 18A:12-24(b) must be dismissed; (2) If Respondent “continue(d) to have a relationship/involvement with the JCEA sufficient to create a conflict of interest, then negotiating the (contract)” may be a violation. If no, then *N.J.S.A.* 18A:12-24(c) must be dismissed; (3) If no, then *N.J.S.A.* 18A:12-24.1(f) must also be dismissed; (4) Can a *quid pro quo* be established between any action or inaction taken by the JCEA in support of Respondent and any action or inaction of hers? If no, then *N.J.S.A.* 18A:12-24(e) must be dismissed; and (5) Did Respondent act outside the scope of her duties in a manner that had the potential to compromise the Board? If no, then *N.J.S.A.* 18:12-24.1(e) must be dismissed. *Id.* at 24.

With respect to a violation of *N.J.S.A.* 18A:12-24(e), the ALJ found, “Nowhere in its submissions did [Petitioner] address the ‘evident *quid pro quo*’ allegations that [Respondent] violated *N.J.A.C.* 18A:12-24(e) by accepting the JCEA’s endorsement with the expectation that she would either negotiate or support a favorable contract agreement for the union more than a year later or that she would accept its support for her selection as president of the [Board] for similar favorable treatment.” *Id.* at 24-25. Therefore, the ALJ concluded that Respondent did not violate *N.J.S.A.* 18A:12-24(e) and that this aspect of the Complaint must be dismissed. *Id.* at 25.

As to a violation of *N.J.S.A.* 18A:12-24.1(e), the ALJ noted Petitioner has not submitted any statutory or administrative case law to support a conclusion that this or any other action taken by Respondent violated this aspect of the Act, and therefore, the ALJ concluded that Respondent did not violate *N.J.S.A.* 18A:12-24.1(e) and that this aspect of the Complaint must be dismissed. *Ibid.*

As to a violation of *N.J.S.A.* 18A:12-24(b), the ALJ noted it is clear that “there is no evidence whatsoever that [Respondent] participated in any way in the labor negotiations prior to her ascension to the presidency of the [Board] during the reorganization meeting on January 5, 2023.” *Id.* at 26. The ALJ acknowledged “[w]hile the term ‘early 2023’ may be slightly vague, there is no reason to believe that any negotiations took place from New Year’s Day, the ensuing Friday or weekend before Monday’s reorganization meeting.” *Ibid.* Additionally, the ALJ asserted there is not any evidence to show that Respondent’s presidency of the Board was somehow manipulated by the JCEA. The ALJ explained that a quote from the JCEA President Ron Greco in the newspaper was clearly a comment after the fact, and “[t]here is literally no indication that he [Greco] had any role in [Respondent’s] selection as president.” *Ibid.* The ALJ provided the evidence shows that as of the counting of the ballots following the 2022 election, the JCEA endorsed every member of the Board, and Petitioner has not provided any evidence to show that Respondent’s selection as one of two vice presidents on a nine-member Board was orchestrated by the JCEA; that the JCEA orchestrated her selection as president of the Board in 2023; that Respondent played any substantive role in the 2023 contract negotiations; nor that any “relationship” between Respondent and the JCEA existed, save for emailing a letter to the union supporting the “Education Matters” slate, for it to release to the media. *Id.* at 27. According to the ALJ, the Decision on Probable Cause “was incredibly clear” that to demonstrate a violation, Respondent would have had to “participate in the negotiations prior to a full year after her swearing in” on January 4, 2022, but Petitioner has “provided zero evidence that this occurred.” *Id.* at 28. The ALJ noted Respondent and both general and labor counsel for the Board certify that it did not happen and “not one piece of evidence has been produced that suggests otherwise.” *Ibid.* Therefore, the ALJ concluded that Respondent did not violate *N.J.S.A.* 18A:12-24(b) and that this aspect of the Complaint must be dismissed. *Ibid.*

Regarding a violation of *N.J.S.A.* 18A:12-24(c), according to the ALJ, Petitioner’s “argument (about which there is no factual dispute) is that [the October 2022] email, which was forwarded to Mike Greco at the JCEA to post endorsing the JCEA ‘Education Matters’ slate of [Board] candidates, constitutes ‘involvement . . . sufficient to create a conflict of interest’ so as to make her negotiating the contract an ethical violation.” However, the ALJ found that it does not, and that there is not any evidence that “endorsing a slate of candidates who ran on the same platform that [Respondent] had the year before created some benefit to her, other than being surrounded by other Board members who purport to share her views and values.” Moreover, the ALJ found the “letter was indeed written by [Respondent] in her private capacity and did not constitute an act ‘in her official capacity.’” Therefore, the ALJ concluded for this reason alone, there cannot be a finding of a violation of *N.J.S.A.* 18A:12-24(c).

Finally, as to a violation of *N.J.S.A.* 18A:12-24.1(f), the ALJ found that “merely sharing the views and the goals of [a union], without more, is simply not enough to support the finding of an ethics violation.” Therefore, the ALJ concluded the “limited continued interaction, such as it

was, between [Respondent] and the JCEA was insufficient as a matter of law to be deemed a violation of *N.J.S.A. 18A:12-24.1(f)*.”

Accordingly, the ALJ granted summary decision in favor of Respondent, and dismissed the Complaint in its entirety.

III. Exceptions

Petitioner’s Exceptions

Petitioner initially notes that in its motion for summary decision, it opted not to set forth arguments that Respondent violated *N.J.S.A. 18A:12-24(e)* and *N.J.S.A. 18A:12-24.1(e)* “due to a lack of evidence.”

Petitioner argues that the ALJ’s “legal conclusion that [Respondent] did not violate *N.J.S.A. 18A:12-24(c)*” should be rejected because “it ignores evidence, facts, and consistent precedent concerning a board member’s ability to endorse political campaigns and thus receive endorsements regardless of how innocuous an endorsement appears to be.” Petitioner notes that the Commission has issued advice that “concluded that it would be a violation of the Act for board members who are endorsed by the local union to participate in current negotiations with that union.” Petitioner further notes the Commission has “also determined that even if the board is not currently in negotiations, an endorsement by the union may have an impact on upcoming negotiations depending on the time that has elapsed between the endorsement and the start of negotiations.” Petitioner asserts that Respondent sent a letter to the JCEA, endorsing the “Education Matters” slate on October 16, 2022, was thereafter elected Board President on January 5, 2023, and then participated in contract negotiations several months later. Petitioner maintains that a reasonable member of the public would conclude that [Respondent’s] actions to endorse the JCEA slate of candidates were entwined with the JCEA’s endorsement of her to be President of the Board based on those acts close proximity in time.” Further, Petitioner argues that “those endorsements, which combined with [Respondent’s] involvement with, and vote to approve, the new union contract only months later, show a conflict of interest and a violation of *N.J.S.A. 18A:12-24(c)*.”

Petitioner argues that Respondent’s “actions warrant a penalty because her actions fell far short of the standards required of school officials.” According to Petitioner, Respondent “involved herself with a political group and she reaped the benefits of the symbiotic relationship: they each endorsed each other while she sought the position of President of the Board while the candidates of the JCEA received her endorsement and the approval of their contract.” Petitioner notes “any reasonable member of the public . . . could see them as attempts to provide her with advantages not available to people not afforded such connections.” Petitioner asserts Respondent’s actions warrant a censure because “using one’s position to secure unwarranted privileges is a gross violation of the [A]ct.” Petitioner further asserts because Respondent “was admittedly aware of her ethical obligations, and her actions constitute a serious violation of the public trust, a penalty of no less than censure is appropriate here.”

Petitioner contends “[s]ummary decision should be reversed on *N.J.S.A.* 18A:12-24(b) and *N.J.S.A.* 18A:12-24.1(f) for further discovery and a full hearing because [Respondent’s] entire motion was based on three certifications which show that there actually are issues of material fact that necessitate a hearing and findings of fact by the ALJ.” Petitioner further contends the “unsupported certifications lacking in factual details should not have been accepted as the sole basis to determine that there were no issues of material fact present such that [Respondent] was entitled to summary decision.” Petitioner argues that the ALJ’s decision was based on three certifications; however, “the certifications were replete with conclusory statements absent of supporting evidence,” and therefore, they “did not allow [Petitioner] to oppose the motion properly and actually present testimony that should be cross-examined at a hearing, not as a basis for a motion where there is no issue of material fact.”

Accordingly, Petitioner argues the Initial Decision should be rejected, Petitioner’s motion for summary judgment that Respondent violated *N.J.S.A.* 18A:12-24(c) should be granted, and Respondent’s motion for summary should be reversed on *N.J.S.A.* 18A:12-24(b) and *N.J.S.A.* 18A:12-24.1(f) for further discovery and a full hearing.

Respondent’s Reply to Petitioner’s Exceptions

Respondent notes the ALJ’s decision “is supported by the undisputed evidence submitted with the parties’ cross-motions for summary decision in the matter.” Respondent further notes “the factual findings are supported by sworn affidavits submitted by Respondent and unrefuted by any affidavit or evidence offered by the Petitioner.” Respondent maintains that Petitioner argues in the exceptions, “the ALJ should have granted the [Petitioner’s] motion for summary decision rather than the Respondent’s”; but then Petitioner then argues the ALJ’s decision should “be reversed and remanded ‘for further discovery and full hearing.’” Respondent further maintains the parties “agreed that the matter was ripe for summary decision motions as the material facts were undisputed.” Respondent argues the “fact that Petitioner did not offer competent evidence to support its motion and refute Respondent’s factual evidence does not change the character of the matter or suggest further proceedings are needed,” rather it supports the ALJ’s decision that the “the charges are not supported by evidence and the [I]nitial [D]ecision correctly dismisses same.”

According to Respondent, Petitioner’s “primary argument” is that the ALJ “improperly determined that [Respondent] did not violate *N.J.S.A.* 18A:12-24(c)”; however, Respondent argues the evidence and sworn statements provided to the ALJ as to the “sequence of events” fully support the dismissal of the charge and there is insufficient credible evidence in the record that would warrant rejecting that finding. Respondent maintains the “undisputed facts show that more than a year from the JCEA endorsement of Respondent had passed prior to Respondent even attending the negotiations and the sworn affidavits submitted to the ALJ from legal counsel participating in the negotiations was that Respondent simply attended after securing legal guidance that it was not a problem and even when she did attend, she did not participate in the process or give any guidance as to the

negotiations.” Respondent further maintains that Respondent “voted on the memorandum of agreement recommended by the Board’s negotiators” on the advice of Board counsel, and Petitioner did not offer any evidence “to suggest the JCEA ever asked her for anything following the endorsement of her candidacy or that anything was requested by Respondent.” Per Respondent, the ALJ “correctly found that there is absolutely no evidence of any continued involvement/relationship between the Respondent and the JCEA that would present a conflict or even an appearance of impropriety.”

Additionally, Respondent contends “there is absolutely no evidence to support the claim that the JCEA somehow influenced the selection of Respondent as President of the Board in January 2023.” According to Respondent, the selection of president and vice president “was the first order of business conducted at a public board meeting each January by nomination from fellow board members and a board vote – neither the JCEA nor anyone in the public tried to make statements to influence that or had any role in the decision.”

Finally, Respondent asserts “Petitioner’s belated suggestion that the matter should be reversed and remanded for additional fact findings must also be rejected.” Per Respondent, both parties agreed the matter was ripe for summary decision. Respondent further asserts “Petitioner did not object to the discovery or timing of the motion schedule, but readily agreed to it.” Moreover, Respondent notes the ALJ’s “decision is well supported by competent evidence, there was no genuine issue of facts, and Respondent was entitled to judgment dismissing the charges.” Respondent argues there “is no basis to reverse the decision and/or remand for additional findings.”

IV. Analysis

Upon a thorough, careful, and independent review of the record, the Commission adopts the ALJ’s factual findings, the legal conclusions that Respondent did not violate *N.J.S.A.* 18A:12-24(b), *N.J.S.A.* 18A:12-24(c), *N.J.S.A.* 18A:12-24(e), *N.J.S.A.* 18A:12-24.1(e) and *N.J.S.A.* 18A:12-24.1(f), and the dismissal of this matter.

The Commission has previously advised that if a candidate receives an endorsement by a teachers’ union, in order to determine if a conflict exists, it considers the prominence of the union’s support in the campaign, the amount of time that has lapsed between the endorsement and the start of collective bargaining negotiations, and the extent to which the issues of the campaign are still a source of controversy. *See Advisory Opinion A13-02 (A13-02)*. The Commission has noted that “board members who receive endorsements from the local education association will not continue to have a conflict of interest that will prohibit them from participating in discussions and votes on the teachers’ contract forever.” *Ibid*. Traditionally, the Commission has found that if more than a year has lapsed between the campaign/endorsement and the start of contract negotiations, sufficient time has passed such that the board member should be able to separate themselves from the association, and accordingly, the conflict should have dissipated because negotiations began more than a year after the endorsement. *Ibid*. Consistently, in this case, the Commission found in its Decision on Probable Cause that if it could be established that “contract negotiations began within a year of when Respondent was elected and sworn into the Board with the JCEA endorsement, or that Respondent continues to

have a relationship/involvement with the JCEA sufficient to create a conflict of interest, then negotiating the JCEA employment contract” may constitute a violation of the Act.

The Commission finds that it is undisputed that Respondent was elected and sworn into the Board with the JCEA endorsement on January 4, 2022. It is also undisputed that negotiations for the JCEA employment contract began more than a year later, in “early 2023.” As such, considering the established framework and the Decision on Probable Cause, a violation would only be found if Respondent continued to have a relationship/involvement with the JCEA sufficient to create a conflict of interest. The Commission finds that Petitioner has not demonstrated that such a relationship exists so as to create a lasting conflict with the union. The fact that Respondent sent an endorsement of the “Education Matters” candidates in October 2023 for candidates on the same slate on which she was elected the prior year, on its own, does not demonstrate any entanglement with the JCEA. It is not unusual that Respondent would support candidates who share similar beliefs as her. Petitioner has also not established that the JCEA had any involvement with or influence over Respondent’s election as Board President. Leadership positions on the Board are chosen by the Board itself, and the evidence does not establish that anything untoward occurred here. When the JCEA President made a comment to the newspaper following Respondent’s election to the position of Board President, this merely demonstrated that he approved of the choice, and not that he had any involvement with or influence over the process. Accordingly, Petitioner has not demonstrated that Respondent had a relationship/involvement with the JCEA sufficient to create a conflict of interest with the union that would prohibit her from participating in discussions and votes on the teachers’ contract.

As to the alleged violations, *N.J.S.A. 18A:12-24(b)* prohibits a school official from using or attempting to use her official position to secure unwarranted privileges, advantages or employment for herself, members of her immediate family or others. The Commission finds that the evidence does not demonstrate that Respondent used her position to secure an unwarranted privilege or advantage for the JCEA by participating in negotiations and voting on the contract because it has not been established that she had a conflict with the JCEA. As explained above, as negotiations began more than a year after Respondent was endorsed by the union and elected to the Board, the evidence does not demonstrate that the JCEA orchestrated Respondent’s selection as President, and the 2023 endorsement letter was not sufficient to establish a conflict as to the JCEA. As such, a violation of *N.J.S.A. 18A:12-24(b)* has not been established.

N.J.S.A. 18A:12-24(c) prohibits a school official from acting in her official capacity in a matter where she, a member of her immediate family, or a business organization in which she has an interest, has a direct or indirect financial involvement that might reasonably be expected to impair her objectivity or independence of judgment, and from acting in her official capacity in a matter where she or a member of her immediate family has a personal involvement that is or creates some benefit to her or a member of her immediate family. Given the undisputed facts, as it has not been established that Respondent had a conflict of interest with respect to union negotiations, Petitioner has not shown that Respondent had a direct or indirect involvement with the JCEA that would be reasonably be expected to impair her objectivity or independence of judgment, or that she had a personal involvement with the JCEA that would create a benefit to her or a member of her immediate family. As such, a violation of *N.J.S.A. 18A:12-24(c)* has not been established.

N.J.S.A. 18A:12-24(e) prohibits a school official, or member of her immediate family, or business organization in which she has an interest, from soliciting or accepting any gift, favor, loan, political contribution, service, promise of future employment, or other thing of value based upon an understanding that that the gift, favor, loan, contribution, service, promise, or other thing of value was given for the purpose of influencing her, directly or indirectly, in the discharge of her official duties. The Commission finds that the facts and evidence do not establish that Respondent received support, a favor, or other thing of value from the union with the understanding that the support, favor or other thing of value was offered in order to influence Respondent in the discharge of her duties. As such, a violation of *N.J.S.A.* 18A:12-24(e) has not been established.

N.J.S.A. 18A:12-24.1(e) requires that a board member recognize that authority rests with the board of education and not make any personal promises nor take any private action that may compromise the board. It has not been established that Respondent took action outside the scope of her duties related to the JCEA that had the potential to compromise the Board, or that she made any personal promises to the JCEA. As such, a violation of *N.J.S.A.* 18A:12-24.1(e) has not been established.

N.J.S.A. 18A:12-24.1(f) requires that a board member refuse to surrender her independent judgment to special interest or partisan political groups or use the schools for personal gain or for the gain of friends. The Commission finds that, as it has not been established that Respondent had a conflict of interest when she began participating in contract negotiations with the JCEA, Petitioner has not demonstrated that Respondent took any action on behalf of, or at the request of, the JCEA, or that she used the schools to acquire a benefit for herself or the JCEA. As such, a violation of *N.J.S.A.* 18A:12-24.1(f) has not been established.

Therefore, the Commission finds that this matter should be dismissed.

IV. Decision

Upon review, the Commission adopts the Initial Decision's findings of fact, the legal conclusion that Respondent did not violate *N.J.S.A.* 18A:12-24(b), *N.J.S.A.* 18A:12-24(c), *N.J.S.A.* 18A:12-24(e), *N.J.S.A.* 18A:12-24.1(e) and *N.J.S.A.* 18A:12-24.1(f), 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.

Dennis M. Roberts, Chairperson

Mailing Date: July 28, 2026

***Resolution Adopting Decision
in Connection with C86-23***

Whereas, at its meeting on May 21, 2024, 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 April 22, 2026; and

Whereas, in the Initial Decision, the ALJ found that Respondent did not violate *N.J.S.A.* 18A:12-24(b), *N.J.S.A.* 18A:12-24(c), *N.J.S.A.* 18A:12-24(e), *N.J.S.A.* 18A:12-24.1(e) and *N.J.S.A.* 18A:12-24.1(f), and ordered the dismissal of the above-captioned matter; and

Whereas, Petitioner filed exceptions to the Initial Decision and Respondent filed a reply to the exceptions; and

Whereas, at its meeting on June 23, 2026, the Commission reviewed and discussed the record, including the ALJ's Initial Decision; and

Whereas, at its meeting on June 23, 2026, the Commission discussed adopting the Initial Decision's findings of fact, the legal conclusion that Respondent did not violate *N.J.S.A.* 18A:12-24(b), *N.J.S.A.* 18A:12-24(c), *N.J.S.A.* 18A:12-24(e), *N.J.S.A.* 18A:12-24.1(e) and *N.J.S.A.* 18A:12-24.1(f), and the dismissal of the above-captioned matter; and

Whereas, at its meeting on July 28, 2026, the Commission reviewed and voted to approve the within decision as accurately memorializing its actions/findings from its meeting on June 23, 2026; and

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

Dennis M. Roberts, Chairperson

I hereby certify that this Resolution was duly adopted by the School Ethics Commission at its meeting on July 28, 2026.

Brigid C. Martens, Director
School Ethics Commission