



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW
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Barry E. Moscowitz
Acting Director and Chief
Administrative Law Judge

Candice Hendricks
Assistant Director

September 23, 2024

By E-mail: opra+request-66850-fb3ea5a2@requests.opramachine.com

Anonymous

Re: OPRA Request

Dear Requestor:

The Office of Administrative Law ("OAL") received your request under the Open Public Records Act on September 18, 2024. You requested:

"Initial Decision

Robin Soriano vs Chari Chanley & the Monroe Township Board of Education

I am requesting the initial decision that Administrative Law Judge Kim C. Belin made in September 2024 regarding the OAL Case with Docket #EDU 04076-22."

Please see attached requested responsive documentation.

Sincerely,

/s/Candice G. Hendricks
OPRA Custodian/Assistant Director
Judicial Standards and Procedures

State of New Jersey
Office of Administrative Law
GOVERNMENT RECORDS REQUEST FORM

Important Notice

Page two of this form contains important information related to your rights concerning government records. Please read it carefully.

Requestor Information – Please Print

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Company _____
Mailing Address _____
City _____ State NJ Zip _____ Email opra+request-66850-fb3ea5a2@requests.opramachine.com
Business Hours Telephone: Area Code _____ Number _____
Preferred Delivery: Pick Up _____ US Mail _____ On Site Inspect _____ Email X
Circle One: Under penalty of *N.J.S.A. 2C:28-3*, I certify that I **HAVE / HAVE NOT** been convicted of any indictable offense under the laws of New Jersey, any other state, or the United States.
Signature Anonymous Date 9/18/2024

Payment Information

Maximum Authorization Cost \$ _____
Select Payment Method
Cash _____ Check _____ Money Order _____
Fees: \$.01/page (500 pages or over)
Delivery: Delivery/postage fees additional depending upon delivery type.
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Record Request Information: To expedite the request, be as specific as possible in describing the records being requested. Also, please include the type of access requested (copying or inspection), and if data, the medium requested.

“Initial Decision

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AGENCY USE ONLY

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Custodian: If any part of request cannot be delivered in seven business days, detail reasons here.

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Tracking # _____
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Ready Date 9/23/2024
Total Pages _____

Final Cost

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/s/Candice G. Hendricks
Custodian Signature

9/23/2024
Date

Requesting Access to Government Records Under the New Jersey Open Public Records Act (N.J.S.A. 47:1A-1 et seq.)

1. This form should only be used to submit records requests to the Office of Administrative Law.
2. In order to request access to government records under OPRA, you must complete and date this request form and deliver it in person during regular business hours or by mail, fax or electronically to the records custodian of the Office of Administrative Law. Your request is not considered filed until the custodian has received a completed request form. If you submit the request form to any other officer or employee of the Office of Administrative Law, that officer or employee may not have the authority to accept your request form on behalf of the Office of Administrative Law and your request will be directed to the records custodian. The seven-business-day response time will not commence until the custodian reviews the request to determine if it is complete.
3. If you submit a request for access to government records to someone other than the records custodian, do not complete the Office of Administrative Law request form, or attempt to make a request for access by telephone; the Open Public Records Act and its deadlines, restrictions and remedies will not apply to your request.
4. The fees for duplication of a government record in printed form are listed on the front of this form. We will notify you of any special charges, special service charges or other additional charges authorized by State law or regulation before processing your request. Payment shall be made by check or money order payable to the State of New Jersey.
5. If it is necessary for the records custodian to contact you concerning your request, providing identifying information, such as your name, address and telephone number or an e-mail address is required. Where contact is not necessary, anonymous requests are permitted, except that anonymous requests for personal information are not honored.
6. **You may be charged a 50% or other deposit when a request for copies exceeds \$25.** The custodian will contact you and advise you of any deposit requirements. Anonymous requests, when permitted, require a deposit of 100% of estimated fees. You agree to pay the balance due upon delivery of the records.
7. Under OPRA, a custodian must deny access to a person who has been convicted of an indictable offense in New Jersey, any other state, or the United States, and who is seeking government records containing personal information pertaining to the person's victim or the victim's family.
8. By law, the Office of Administrative Law must notify you that it grants or denies a request for access to government records within seven business days after the records custodian receives the request, provided that the record is currently available and not in storage. If the record requested is not currently available or is in storage, the custodian will advise you within seven business days when the record can be made available and the estimated cost. You may agree with the custodian to extend the time for making records available, or granting or denying your request.
9. You may be denied access to a government record if your request would substantially disrupt agency operations and the custodian is unable to reach a reasonable solution with you.
10. If the Office of Administrative Law is unable to comply with your request for access to a government record, the custodian will indicate the reasons for denial on the request form and send you a signed and dated copy.
11. Except as otherwise provided by law or by agreement with the requester, if the records custodian fails to respond to you within seven business days of receiving a request form, the failure to respond will be considered a denial of your request.
12. If your request for access to a government record has been denied or unfilled within the time permitted by law, you have a right to challenge the decision by the Office of Administrative Law to deny access. At your option, you may either institute a proceeding in the Superior Court of New Jersey or file a complaint in writing with the Government Records Council (GRC). You may contact the GRC by toll-free telephone at 866-850-0511; by mail at PO Box 819, Trenton, NJ 08625; by e-mail at grc@dca.state.nj.us; or at their web site at www.state.nj.us/grc. The Council can also answer other questions about the law.
13. Information provided on this form may be subject to disclosure under the Open Public Records Act.



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

INITIAL DECISION

OAL DKT. NO. EDU 04076-22

AGENCY DKT. NO. 96-5/22

**IN THE MATTER OF ROBIN
SORIANO, TOWNSHIP OF MONROE
BOARD OF EDUCATION, MIDDLESEX
COUNTY, AND CHARI CHANLEY,
ACTING SUPERINTENDENT.**

Robin Soriano, petitioner, pro se

Patrick F. Carrigg, Esq., for respondent Township of Monroe Board of Education, Middlesex County, and Chari Chanley, Acting Superintendent (Lenox Law Firm, attorneys)

Record Closed: August 2, 2024

Decided: September 16, 2024

BEFORE **KIM C. BELIN**, ALJ:

STATEMENT OF THE CASE

The respondent, Monroe Township Board of Education (Board/respondent), paid tuition reimbursement to Chari Chanley (Superintendent/Chanley) for graduate classes taken in Spring 2022, but Chanley failed to attain a doctoral degree. Board policies, the collective bargaining agreement between the Board and the administrators, and the

Acting Superintendent contract prescribe procedures for tuition reimbursement. Did the Board adhere to these procedures? No, Board Policy 6472 required prior approval by the Board before tuition was to be reimbursed.

PROCEDURAL HISTORY

On April 28, 2022, petitioner filed a complaint with the New Jersey Department of Education's Office of Controversies and Disputes (OCD) requesting a formal State investigation into the tuition reimbursement for the Superintendent and the respondent's hiring practices of the Superintendent and business administrator/board secretary. On May 18, 2022, the respondent filed a Motion to Dismiss in Lieu of an Answer, and the contested case was transmitted to the Office of Administrative Law (OAL), where it was filed on May 19, 2022. N.J.S.A. 52:14B-1 to 15 and N.J.S.A. 52:14F-1 to 13.

A telephone conference was held on September 21, 2022, where a briefing schedule was established regarding the respondent's pending Motion to Dismiss. On September 28, 2022, respondent filed his motion, and the petitioner filed her opposition to respondent's motion on October 11, 2022. Respondent did not file a reply brief, and neither party requested oral argument, thus the record on the motion closed on October 11, 2022. On November 14, 2022, the undersigned granted the Board's motion in part and denied the motion in part. The issues were narrowed to:

- Whether the Superintendent abused the tuition reimbursement provisions contained in the relevant collective bargaining agreement, Superintendent contracts and Board policy, and
- Whether the hiring process for the Superintendent was done in compliance with New Jersey law and Board policy.

A hearing was scheduled for May 2, 2023, and May 3, 2023; however, those dates were adjourned at the request of the parties, and a hearing was held on July 31, 2023, and August 1, 2023. At the conclusion of the petitioner's case, the Board

submitted a motion for a directed verdict or to dismiss. The petitioner opposed the motion on August 23, 2023. This motion was granted in part and denied in part in an Order dated October 4, 2023. Hearing dates were scheduled for January 8, 2024, and February 28, 2024; however, both were adjourned at the request of the parties.

In a letter dated January 4, 2024, the respondent's counsel responded to petitioner's request for additional discovery and alerted this Tribunal to two issues regarding the Order dated October 4, 2023. Upon review, the Order was revised and reissued on May 1, 2024. The hearing resumed on June 27, 2024. The record was held open for closing submissions, which were received on July 31, 2024, and the record closed on that date.

FACTUAL FINDINGS AND CONCLUSIONS

The parties drafted stipulated facts, which were revised by the respondent. Having not received any objection from petitioner, for purposes of this motion, I **FIND** the following as **FACTS** essentially not in dispute:

1. Chanley was hired in the District in August 2003 as the assistant principal of Applegarth Middle School (Monroe Township Middle School). (P-26 at 22.)
2. Chanley was appointed as the Acting Superintendent on November 17, 2021. (P-28.)
3. Chanley's Acting Superintendent contract was signed on November 22, 2021, and effective until June 30, 2022, after which it was superseded by her Permanent Superintendent contract. (P-6 and P-8.)
4. The resume that Chanley submitted in her application for the Acting Superintendent position listed an "anticipated graduation" date of "December 2021" from Rowan University's doctoral program. (P-2 at 22)

5. The Board was aware of Chanley's pursuit of her doctoral degree and approved her continuing to take courses in furtherance of her dissertation. The Board did not object to Chanley's pursuit of a doctoral degree.
6. A doctoral degree was not required for the Superintendent position.
7. The Board voted to withdraw the Permanent Superintendent job posting on November 17, 2021. (P-28.)
8. On November 17, 2021, the Board also created an ad hoc committee to review application packets for the Permanent Superintendent position. (P-28.)
9. Clause 3E of the Acting Superintendent contract states, "Acting Superintendent shall receive the written approval of the Board for any courses for which she will seek tuition reimbursement for graduate level courses at an accredited institution of higher education that are part of a formal program of studies leading toward a doctoral degree in an area or discipline judged to be of benefit to the Board. Tuition reimbursement must culminate in the acquisition of a doctoral degree confirmed by a duly accredited institution of higher education." (P-6.)
10. Clause 4 of the Acting Superintendent contract states, "In addition, upon the termination of this contract, Acting Superintendent shall be returned to her position of Middle School Principal and shall retain all tenure rights and all benefits to which she is entitled under the existing Agreement between the Board and the Monroe Township School Administrators Association, including any annual increase she would be entitled to at that time had she continued to serve in the position of Middle School Principal in lieu of serving as Acting Superintendent, and any increase to which she will be entitled in the event she has obtained a doctoral degree at that time." (P-6.)

11. The Board did not vote to extend Chanley's Acting Superintendent contract in December 2021, January 2022, or February 2022. (R-4-R-6; P-33.)
12. The Board requested that the Commissioner of Education (Commissioner) approve the Acting Superintendent contract because Chanley did not have the requisite Superintendent certification. In the letter, dated February 9, 2022, the Commissioner approved Chanley's continued Acting Superintendent contract for the period February 11, 2022, through May 11, 2022. (P-34.)
13. During the March 15, 2022, Board Meeting, the Board of Education approved the dissolution of the ad hoc committee that was established in November 2021 for the sole purpose of reviewing the applications for the Permanent Superintendent position. (R-5.)
14. The May 5, 2022, Board resolution provided for Chanley's continued appointment as Acting Superintendent. (R-6.)
15. On May 13, 2022, Chanley was granted a second extension to serve as Acting Superintendent from May 12, 2022, through August 11, 2022. (P-37.)
16. The Board did not provide public notice or a hearing after the Commissioner approved the two contract extensions.
17. On May 13, 2022, the Commissioner approved the second extension to Chanley's Acting Superintendent contract, with the following conditions: "By 5:00 pm on Friday, May 20, 2022, the Board will send Kyle Anderson a complete timeline of the NJSBA [New Jersey School Boards Association] search process. Please note that this process must be transparent and include opportunities for public engagement and comments on candidates. Beginning on June 10, 2022, the Board will

submit a biweekly report to the ECS [Executive County Superintendent] detailing progress on the search process (June 24, July 8, July 22, etc.). The Board shall nominate and have a signed contract with a new full-time superintendent within the timeline of the NJSBA search process. Any additional request for a three-month extension must be made to the ECS no later than August 1, 2022.” (P- 37.)

18. Following the closed session on May 19, 2022, regarding the Superintendent search, no action was taken. (R-7.)
19. On May 24, 2022, the Board sent out the “Community Input Survey.” (P-29.)
20. On June 1, 2022, the Board’s Superintendent Search Timeline posted on the district website stated that the Board held a special meeting to discuss applicants and survey results. (R-8.)
21. The district released the Superintendent survey results on September 8, 2022, on opramachine.com. (P-42.)
22. Chanley submitted a Pre-registration for Educational Assistance Determination Form to enroll in a one-credit course for the Spring 2022 term on or about December 14, 2021. The form was signed by Dr. Adam Layman, the Assistant Superintendent, on December 14, 2021. (J-12.)
23. On June 27, 2022, Chanley was reimbursed \$876.28 for one credit of dissertation research. (P-12.)
24. On July 20, 2022, Chanley’s Superintendent employment contract was board-approved retroactive to July 1, 2022, and extended through June 30, 2025. (R-13, P-8.)

25. District Policy 6472 governs tuition assistance and specifies, “The employee shall be required to obtain approval from the Superintendent of Schools prior to enrollment in any course for which tuition assistance is sought. In the event the Superintendent denies the approval, the employee may appeal the denial to the Board of Education. In the case of tuition assistance for the Superintendent of Schools, the approval shall be obtained from the Board of Education.” (P-9.)
26. District Policy 1620 governs the terms of administrative employment contracts. Clause 14 states, “No contract shall include a provision for additional compensation upon the acquisition of a graduate degree unless the graduate degree is conferred by a regionally accredited college or university as defined in applicable regulations. No contract shall include a provision for assistance, tuition reimbursement, or additional compensation for graduate school coursework, unless the coursework culminates in the acquisition of a graduate degree conferred by a regionally accredited college or university as defined in applicable regulations.” (P-5.)
27. At the July 20, 2022, Board Meeting, the Board approved the Bills List that included the \$876.28 tuition reimbursement that was already paid to Chanley on June 27, 2022. On the July 2022 Bills List, this payment is described as “1 credit class Reimburse Spring 2022.” (P-12; R-20.)
28. In her April 20, 2023, certification, Chanley attested that she was “scheduled to graduate” on June 30, 2023. (R-17.)

TESTIMONY

For petitioner:

Steven Riback (Riback) served two terms on the Monroe Township Board of Education from 2014 through 2020. He was also a retired teacher and school

administrator. He knew Chanley when she started as a principal. Board Policy 6472 required employees to obtain approval from the Superintendent or the Board prior to tuition reimbursement. Board Policy 1620 prohibited tuition reimbursement if the employee did not obtain a graduate degree. In April 2022, he learned of the numerous tuition reimbursements to Chanley. He was shocked because of the length of time it took her to acquire a doctoral degree. None of the prior Superintendents took twelve years to complete a doctoral degree. The County Superintendent did not approve of the Board's decision to hire Chanley as Superintendent.

On cross examination, Riback stated that he was the former board president and was on the finance committee. As such, he reviewed the bills list and could ask questions about the bills list. However, tuition reimbursement was not listed on the bills list for regular employees. He asked questions on agenda items.

On re-direct, Riback stated that the bills list did not identify if payment was specifically to cover a course of study. There was no tally of where an employee was in the course of that employee's study. He did not ask questions about reimbursement for employees, including Chanley, because he believed that would be micromanaging. The Superintendent approved tuition reimbursement.

Brian Fabiano (Fabiano), was personal friends with Chanley and Christine Surbey (Skurbe) prior to September 2022. Fabiano has known Skurbe since 2019, when he assisted with her campaign to run for a seat on the Board. Skurbe introduced him to Chanley, and the plan was to replace the former Superintendent. Chanley was the principal at that time. Fabiano saw Chanley frequently at board meetings. He knew that a majority of the board members wanted Chanley to be the Acting Superintendent in the summer of 2021 and Permanent Superintendent by June 2022. Fabiano stated that he understood the reasons for replacing the former Superintendent were because there were issues with the former business administrator, the need to "right the ship," and displeasure with the former Superintendent. Fabiano initially thought Chanley would be a good replacement because she led him to believe she would do the right thing.

Fabiano stated he was aware that some board members had concerns with Chanley and her relationship with Skurbe. On October 29, 2021, Fabiano received an email stating that the County Superintendent did not approve Chanley as the Acting Superintendent. On November 9, 2021, Skurbe sent him a text inviting him to get involved to get Chanley approved. He agreed and drafted emails to the Commissioner's office demanding that Chanley be appointed as Acting Superintendent. He also called the Commissioner sixty to seventy times in three hours. However, the Commissioner never responded directly. Instead, the Commissioner's chief of staff responded. On November 10, 2021, Skurbe sent him a text saying that the Commissioner was working on getting Chanley approved. By Friday, November 12, 2021, the Department of Education had approved Chanley as the Acting Superintendent.

After Chanley was appointed Acting Superintendent, Fabiano's relationship with Skurbe changed drastically. He felt duped because Chanley was not good for the district. Chanley was a puppet for Skurbe. For example, Fabiano spoke to Chanley in January 2022 about policy changes, and Chanley said that she needed Skurbe's approval. He had a "falling out" with Skurbe.

Fabiano believed the Board's process to hire Chanley was wrong. There was only one candidate other than Chanley. The public did not have an opportunity to be involved in the selection of Chanley. He knew that the process was rigged in Chanley's favor and he was part of that process.

On cross-examination, Fabiano stated that his wife was on the Board beginning in January 2022. He was not involved in interviews for the Acting or Permanent Superintendent positions.

Sarah Aziz (Aziz) is a certified public accountant and a member of the American Institute of Certified Public Accountants. She earned a certificate in core forensic accounting. She moved into the Monroe Township School District in 2016 and has three children attending the Monroe Township School District. She was concerned about school leadership. She was the administrator of the Monroe Township Education

Facebook page, where she reported on the work of the Board. She posted Chanley's and her predecessor's tuition reimbursement information. This received much attention from the public. No one had ever reported on this before. She found that course approvals were not attached to tuition request forms, and none of Chanley's courses were approved by the Board. The last course Chanley took was approved by the Assistant Superintendent on March 15; however, Chanley was reimbursed on March 7.

Paragraph 3E of Chanley's Assistant Superintendent contract mandated that tuition reimbursement must culminate in a doctoral degree. Board Policy 6472 provided that course approval was required prior to enrollment. The tuition reimbursement for Spring 2022 did not have prior Board approval. Chanley was never required to prove that she took any course. Board approval was not needed for the Fall 2021 course because Chanley was the middle school principal at that time. The approval form was appropriately signed by the Superintendent. However, Chanley was reimbursed before the course was approved.

Chanley was not consistently enrolled in the doctoral program. Aziz had concerns in 2021 about Chanley, which resulted in Aziz filing ethics charges against Chanley.

On cross examination, Aziz stated that she was an unsuccessful candidate for the Board in 2011 and 2020. She believed it was improper for the Board to reimburse Chanley until she successfully completed the doctoral program. Reimbursement for the course taken in Spring 2022 was approved at the July 2022 Board meeting. This reimbursement was approved by the Assistant Superintendent, not the Board. She believed the bill list was not sufficiently descriptive.

The vote to hire Chanley as the Permanent Superintendent was six to two with two abstentions. The Commissioner agreed to approve Chanley's contract. Chanley filed charges against Aziz on April 23, 2023.

For the respondent

Christine Skurbe (Skurbe) has been a resident of Monroe Township for twenty-two years. She served as Board president for two years. The Board consisted of ten members because it was a regional school district. There are one high school, six elementary schools and one middle school serving approximately one thousand students. Skurbe was an active advocate prior to being elected to the Board, serving on the Oak Tree Parent Teachers Association, the Middle School Parent Teacher Organization, and the athletic booster club. She met Chanley when Skurbe's son was in middle school and Chanley was the principal.

There was no end date on the Acting Superintendent contract. This contract was approved by the County Superintendent every ninety days. The term was to continue until a Permanent Superintendent was appointed.

Chanley signed the Permanent Superintendent contract on July 1, 2022. This contract ended on June 30, 2023. The County Superintendent approved this contract. The Board was aware that Chanley was pursuing her doctoral degree. December 2021 was the projected date to obtain the degree. Chanley did not earn the degree in December 2021 because she had to make changes to her dissertation. She kept the Board informed of her progress. Chanley obtained her doctoral degree in December 2023. The Board relied upon the administration to affirm if a staff member was taking appropriate coursework. The Board only approved tuition reimbursement, not taking a class.

The Board delegated the task of signing Chanley's tuition reimbursement forms to Dr. Adam Layman, the Assistant Superintendent, on December 14, 2021, and June 22, 2022, when Chanley completed the course. Chanley supervised Dr. Layman. Page eight of the bill list showed tuition paid in the amount of \$876.28 to Chanley.

On cross examination, Skurbe stated that Chanley did not submit her transcripts to verify course completion. In addition, there was no public meeting regarding extending Chanley's contract because her contract was not extended. Skurbe was told that such a public meeting was not necessary. The public hearing held on May 5, 2022, did not provide thirty days' notice as required by law. Chanley was reimbursed for the

Spring 2022 class before it was approved by the Board. The former business administrator paid bills before they were approved by the Board. There were times when the Board ratified financial transactions after the fact.

LEGAL ANALYSIS AND CONCLUSION

This controversy questions whether the Board complied with its policies and the Acting Superintendent's contract to approve the Acting Superintendent's Spring 2022 class prior to enrollment, issue tuition reimbursement properly and provide public notice prior to extending the Acting Superintendent's contract.

Board Policies

The petitioner asserts that the Superintendent violated Board Policy 6472 by failing to obtain prior Board approval for the Spring 2022 class. Board Policy 6472 provides:

The employee shall be required to obtain approval from the Superintendent of Schools prior to enrollment in any course for which tuition assistance is sought. In the event the Superintendent denies the approval, the employee may appeal the denial to the Board of Education. In the case of tuition assistance for the Superintendent of Schools, the approval shall be obtained from the Board of Education.

[P-9.]

The Board's witness, Ms. Skurbe, testified that the Board delegated this responsibility to Dr. Adam Layman, the Assistant Superintendent, during a closed session meeting. However, the Board did not produce any evidence to corroborate this testimony. Even if the Board took this action in closed session under the personnel exception to the Open Public Meetings Act, (OPMA), N.J.S.A. 10:4-6b et. seq., the

decision to delegate approving the course required a public vote. (*Ibid.*)¹ However, there is no evidence that this occurred.²

The evidence shows that Dr. Layman signed the enrollment form on December 14, 2021. The evidence further shows that Chanley enrolled in the Spring 2022 course sometime after March 16, 2022, and paid for the course on April 1, 2022. While Dr. Layman's approval predates Chanley's enrollment, it is unclear why the Board assigned this duty to Chanley's subordinate rather than comply with the policy's explicit mandate for Board approval. There was no evidence presented that the Board approved the Spring 2022 class prior to Chanley's enrollment. Accordingly, I **CONCLUDE** that the Board violated Policy 6472 by failing to approve Chanley's enrollment in the Spring 2022 class.

The petitioner also contends that the respondent violated Board Policy 1620 by failing to provide public notice and a public hearing prior to extending Chanley's Acting Superintendent contract. This policy is rooted in N.J.S.A. 18A:11-11, which provides:

A board of education shall not renegotiate, extend, amend, or otherwise alter the terms of a contract with a superintendent of schools, assistant superintendent of schools, or school business administrator, unless notice is provided to the public at least 30 days prior to the scheduled action by the board. The board shall also hold a public hearing and shall not take any action on the matter until the hearing has been held. The board shall provide the public with at least 10 days' notice of the public hearing.

The corresponding regulation, N.J.A.C. 6A:23A-3.1(c)(1), mirrors this requirement. The petitioner contends that the Board violated policy and law by extending the terms of - Chanley's Acting Superintendent contracts in February 2022 and May 5, 2022, without

¹ "A public body may exclude the public only from that portion of a meeting at which the public body discusses any: . . . matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance of, promotion, or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that the matter or matters be discussed at a public meeting; . . ."

² There is no OPMA claim.

public notice or a hearing. Conversely, the respondent contends that Chanley's Acting Superintendent contract was not extended in the context of a Permanent Superintendent contract, which is typically three to five years in duration, but was a single contract, and thus there was no violation of the policy or law. The Board was compelled to request continued approval from the Commissioner every ninety days for Chanley to remain Acting Superintendent pursuant to N.J.A.C. 6A:9B-13.1; however, there were no changes to the original contract. In the alternative to a single continuing contract, the respondent contends that there was always a new contract every three months that replaced an expired contract and thus was not subject to the notice and hearing requirements of N.J.S.A. 18A:11-11. N.J.A.C. 6A:9B-13.1 provides in relevant part:

- (a) If illness, death, or another good and sufficient reason causes the district board of education to fill the position of superintendent, assistant superintendent, school business administrator, principal, or vice principal with a person who is designated as the acting administrator in a respective situation and who does not hold the CE or the standard New Jersey certificate required for the position, the district board of education shall apply, in writing, to the Commissioner, through the executive county superintendent, for permission to employ the person in an acting capacity and state the reason(s) why the action is necessary. If the stated reason(s) justifies the need to appoint a person as an administrator in an acting capacity who is not properly certified to hold the position, the Commissioner may approve the request on a case-by-case basis.
- (b) Commissioner approval shall be for three months' duration, and may be renewed for a period of three months at a time on a case-by-case basis upon application.

Applying N.J.S.A. 18A:11-11 and N.J.A.C. 6A:9B-13.1 to the present controversy logically concludes that the Board's request for the Commissioner to renew her approval of Chanley's service as the Acting Superintendent was a request to extend her contract for another three months. If the Commissioner disapproved, the contract would end, and thus the Commissioner's approval extended the contract. It strains logic to consider the extension as a new contract as the respondent contends, because the only terms that changed were the dates.

The respondent presented no legal support for the concept of a single contract that just continues to run. Indeed, the regulation provides that if the board of education seeks to extend the acting status of the individual beyond a year, the board of education must “apply, in writing, to the Commissioner, through the executive county superintendent, for permission to employ the person in an acting capacity and state the reason(s) why the action is necessary.” N.J.A.C. 6A:9B-13.1(b). Thus, renewals to extend an individual’s acting status are capped at twelve months.

Further support for the fact that the Commissioner’s renewal extended Chanley’s Acting Superintendent contracts is found in the Acting Commissioner’s letters dated February 9, 2022, and May 13, 2022, specifically granting the Board’s request to extend Chanley’s contract from February 11, 2022, to May 11, 2022, and May 12, 2022, to August 11, 2022, respectfully. (J-34.) Accordingly, I **CONCLUDE** the respondent contravened Board Policy 1620, N.J.S.A. 18A:11-11 and N.J.A.C. 6A:23A-3.1(c)(1) when it failed to provide public notice and a public hearing after requesting to extend Chanley’s Acting Superintendent contract.

Acting Superintendent Contract

Paragraph 3E states that the Acting Superintendent must receive written Board approval for any courses for which she might seek tuition reimbursement for graduate courses leading to a doctoral degree. “Tuition reimbursement must culminate in the acquisition of a doctoral degree confirmed by a duly accredited institution of higher education.” (P-6.) Soriano asserts that Ms. Chanley never received prior board approval, and tuition was reimbursed prior to Chanley receiving her doctoral degree. As discussed above, the evidence presented does not show prior board approval for the one-credit class Chanley took in Spring 2022. Accordingly, I **CONCLUDE** the Board violated the employment contract between Chanley and the Board.

Conclusion

Based upon the evidence presented, the Board engaged in technical violations of its policies and employment contracts. These violations resulted in tuition reimbursement to Chanley in the amount of \$876.28 without prior Board approval. The petitioner demands that Chanley reimburse the Board for this improper payment. However, this Tribunal is without the authority to order such a remedy. The Commissioner of Education (Commissioner) may consider mandating that the Board require Chanley to return the funds or issue a tax form 1099 to Chanley because the Board is the steward of public funds and must be meticulous in complying with its policies, and pertinent laws, as these are the guideposts for effective stewardship and board governance.

ORDER

Based upon the foregoing, I hereby **ORDER** that the petitioner, Robin Soriano's, appeal is **AFFIRMED** and respondent, Monroe Township Board of Education, must cease from violating Board Policies 6472 and 1620 and the employment contract between Chanley and the Board by strictly adhering to the procedures for approving enrollment and tuition reimbursement forms. In addition, I further **ORDER** that the respondent, Chari Chanley, cease violating Board policies by submitting all pre-registration and tuition reimbursement forms in accordance with the procedures outlined in Board Policies 6472 and 1620.

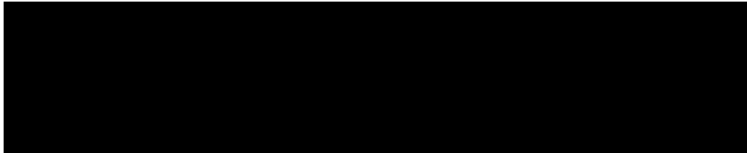
I hereby **FILE** this initial decision with the **ACTING COMMISSIONER OF THE DEPARTMENT OF EDUCATION** for consideration.

This recommended decision may be adopted, modified, or rejected by the **ACTING COMMISSIONER OF THE DEPARTMENT OF EDUCATION**, who by law is authorized to make a final decision in this matter. If the Acting Commissioner of the Department of Education does not adopt, modify, or reject this decision within forty-five days and unless such time limit is otherwise extended, this recommended decision shall become a final decision in accordance with N.J.S.A. 52:14B-10.

Within thirteen days from the date on which this recommended decision was mailed to the parties, any party may file written exceptions with the **ACTING COMMISSIONER OF THE DEPARTMENT OF EDUCATION**. Exceptions may be filed by email to ControversiesDisputesFilings@doe.nj.gov or by mail to Office of Controversies and Disputes, 100 Riverview Plaza, 4th Floor, PO Box 500, Trenton, New Jersey 08625-0500. A copy of any exceptions must be sent to the judge and to the other parties.

September 16, 2024

DATE



KIM C. BELIN, ALJ

Date Received at Agency:

Date Mailed to Parties:

KCB/am

APPENDIX

Witnesses

For petitioners

Steven Riback

Brian Fabiano

Sarah Aziz

For respondent

Christine Skurbe

EXHIBITS

Joint Exhibits

- J-6 Acting Superintendent contract, dated November 22, 2021
- J-5 Board Policy 1620
- J-8 Board Policy 6472
- J-12 Pre-registration for Educational Assistance Determination Forms, dated August 19, 2021, and December 14, 2021; Bill Lists for March 15, 2023, and July 20, 2022; emails dated March 14, 2022
- J-24 Article on Chari Chanley, dated December 22, 2021
- J-31 Emails, dated October 29, 2021, and October 28, 2021
- J-32 Letter to Acting Commissioner, dated November 1, 2021
- J-33 Email, dated February 4, 2022
- J-34 Letter to Acting Commissioner, dated February 9, 2022
- J-35 Limited Services Contract with New Jersey School Boards Association, dated March 17, 2022
- J-37 Acting Commissioner letter, dated March 13, 2022
- J-39 Video, dated June 1, 2022
- J-40 Video, dated July 20, 2022

For petitioner

P-16 Graduation Process and Information

P-18 Rowan University Doctoral Handbook Spring 2019

P-20 Rowan University Grading System Policy

P-25 Ed.D. Graduation Rate

P-26 The Case Against Chari Chanley

For respondent

R-6 Board minutes for May 5, 2022

The nonsequential numbering of exhibits reflects the fact that numerous pre-marked exhibits were neither identified nor offered into evidence.