



**State of New Jersey**  
OFFICE OF ADMINISTRATIVE LAW

**ORDER**

**MOTION FOR SUMMARY**

**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.

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Robin Soriano, petitioner, pro se

Michael A. Pattanite, Jr., Esq., for respondent Township of Monroe Board of  
Education, Middlesex County, and Chari Chanley, Acting Superintendent  
(Lenox Law Firm, attorneys)

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

**STATEMENT OF THE CASE**

Petitioner, Robin Soriano (petitioner/Soriano), challenges the Superintendent's contract, the respondent, Monroe Township Board of Education's (Board/respondent), tuition reimbursement policy and hiring practices for the Superintendent. The issues

are: 1) whether the superintendent's alleged conduct in submitting for tuition reimbursement violated the collective bargaining agreement between the Board and the administrators, Board policy and the Acting Superintendent contract, and 2) whether the Board adhered to New Jersey law and Board policy when hiring the Superintendent.

### **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 and 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. The Board submitted a motion for a directed verdict or to

dismiss at the conclusion of the petitioner's case in chief. The petitioner opposed the motion on August 23, 2023.

### **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. Ms. Chari Chanley was first hired in the District in August 2003 as the Assistant Principal of Applegarth Middle School (Monroe Township Middle School). (P-26, pg. 22.)
2. Prior to becoming the Superintendent of the District, Ms. Chanley was confirmed as the Acting Superintendent on November 17, 2021. (P-28.)
3. Ms. 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 Ms. Chanley submitted in her application for the Acting Superintendent position listed an "anticipated graduation" date of "December 2021" from the Rowan doctoral program. (P-26, pg. 22)
5. The Board voted to withdraw the permanent Superintendent job posting on November 17, 2021. (P-28.)
6. On November 17, 2021, the Board also created an Ad Hoc Committee to review current application packets for permanent Superintendent. (P-28.)
7. The first clause of Ms. Chanley's Acting Superintendent contract states that, "In the event Acting Superintendent attains a doctoral degree from an institution of higher education while serving in this position, her salary will be increased by

fourteen hundred dollars (\$1,400.00), for a total of one hundred ninety-six, four hundred dollars (\$196,400.00), to be prorated based upon the date Acting Superintendent provides the Board with proof of receipt of such degree in the form of a diploma, official transcript or official conferral letter." (P-6.)

8. 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.)
9. 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.)
10. The Board did not vote to extend Ms. Chanley's Acting Superintendent contract in December 2021, January 2022, and February 2022. (R-4-R-6; P-33.)
11. In the letter, dated February 9, 2022, the Commissioner of Education approved Ms. Chanley's continued Acting Superintendent contract for the period February 11, 2022, through May 11, 2022. (P-34.)
12. 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.)

13. The May 5, 2022 Board resolution provided for Ms. Chanley's continued appointment as Acting Superintendent. (R-6.)

14. On May 13, 2022, Ms. Chanley was granted a second extension to serve as Acting Superintendent from May 12, 2022 through August 11, 2022. (P-37.)

15. On May 13, 2022, The Commissioner of Education approved the second extension to Ms. 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 comment 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.)

16. According to a May 19, 2022 letter from an OFAC [Office of Fiscal Accountability and Compliance] investigator, Ms. Chanley represented that "although she is diligently working toward a Doctor of Education degree, that degree has not yet been conferred." (P-21.)

17. Following the closed session on May 19, 2022, regarding the Superintendent Search, no action was taken. (R-7.)

18. On May 24, 2023, the Board sent out the "Community Input Survey". (P-29.)

19. On June 1, 2022, the Board's Superintendent Search Timeline posted on the district website, posting that the Board met for a special meeting to discuss applicants and survey results. (R-8.)
20. The district released the superintendent survey results on September 8, 2022, on opramachine.com. (P-42.)
21. On June 27, 2022, Ms. Chanley was reimbursed \$876.28 for one-credit of Dissertation Research. (P-12.)
22. On July 20, 2022, Ms. Chanley's permanent superintendent employment contract was board approved retroactive to July 1, 2022, and extending through June 30, 2025. (R-13, P-8.)
23. District Policy 6472 governs tuition assistance and specifies that, "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.)
24. 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.)
25. At the July 20, 2022 Board Meeting, the Board approved the Bill List that included the \$876.28 tuition reimbursement that was already paid to Ms. 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.)

26. In her April 20, 2023 certification, Ms. Chanley attested that she was “scheduled to graduate” on June 30, 2023. (R-17.)

### **LEGAL ANALYSIS AND CONCLUSION**

New Jersey’s administrative rules do not specifically recognize a motion for a directed verdict. However, in Brill v. The Guardian Life Insurance Company of America, et al., 142 N.J. 520 (1995), the state’s highest court concluded that the same analysis used to resolve a motion for summary decision is used to resolve a motion for a directed verdict. Id. at 536, quoting Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248, (1986).

A motion for summary decision may be granted if the papers and discovery presented, as well as any affidavits which may have been filed with the application, show that there is no genuine issue of material fact, and the moving party is entitled to prevail as a matter of law. N.J.A.C. 1:1-12.5(b). If the motion is sufficiently supported, the non-moving party must demonstrate by affidavit that there is a genuine issue of fact which can only be determined in an evidentiary proceeding, in order to prevail in such an application. Ibid. These provisions mirror the summary judgment language of R. 4:46-2 (c) of the New Jersey Court Rules.

The motion judge must “consider whether competent evidential materials presented, when viewed in the light most favorable to the non-moving party . . . are sufficient to permit a rational fact finder to resolve the alleged disputed issue in favor of the non-moving party.” Brill, at 523. And even if the non-moving party comes forward with some evidence, this forum must grant summary decision if the evidence is “so one-sided that [the moving party] must prevail as a matter of law.” Id. at 536.

Here, respondent contends that the petition must be dismissed on several grounds: 1) the petitioner has failed to meet her burden of proof; 2) the petitioner has failed to present any competent, credible evidence to support her claim of tuition

reimbursement abuse; and 3) the petitioner has failed to present any competent, credible evidence to support her claim that the Board violated state law and board policy in conducting the superintendent search.

Conversely, the petitioner asserts that the motion should not be granted because 1) Ms. Chanley has failed to successfully complete courses which is the prerequisite for tuition reimbursement under Article VII, Section C of the employment contract between the Board and the Monroe Township School Administrators Association; 2) the spring 2022 semester is within the Statute of Limitations; 3) the petitioner provided competent, credible evidence that the respondent violated the law and Board policy during the superintendent search; and 4) the superintendent search was arbitrary and capricious.

### **Tuition Reimbursement**

Ms. Chanley enrolled in the Educational Leadership Doctoral Program (Ed.D.) at Rowan University in the fall of 2008 and completed her coursework in 2011. (P-2.) She was also enrolled in the spring 2013, fall 2015, spring 2019 and spring 2019 through spring 2022 semesters. (*Ibid.*) To date, she has not completed her dissertation. The contract between the Board and the Monroe Township School Administrators Association (MTSAA) allows for tuition reimbursement for graduate course work. Specifically, Article VII, paragraph C of the employment contract provides:

Unit members are eligible to be reimbursed for graduate level courses taken beyond the attainment of the M.A. under the following terms:

- a. The course must receive the written approval of the Superintendent prior to registration[.]
- b. The unit member must successfully complete the course[.]
- c. The maximum number of credits which may annually be reimbursed is 12[.]
- d. The reimbursement rate shall be at the prevailing State College rate, including Rutgers, per credit hour[.]
- e. Reimbursement covers tuition, required textbooks and supplies[.] (P-7.)



Soriano contends that Ms. Chanley has not successfully completed courses in violation of subparagraph (b) because she has taken “pass/no credit” courses which have a letter value below a B minus (B-) and has repeated her Dissertation Research course beyond the twelve credit hours allotted.

Rowan University offers a pass/no credit option to students in selected courses. These grades will not contribute to the student’s grade point average or contribute to any honors designation. (P-20.) The pass/no credit option was not available for courses taken in the summer of 2020 or 2021. Ibid. Soriano initially asserts that a “pass” grade (P) is not a passing grade because it is not equivalent to a B- or above but rather is the equivalent of a D minus (D-) or higher. However, Soriano failed to present credible evidence that the pass grades earned by Ms. Chanley are valued below a B-.

During the Covid-19 pandemic, a P grade was equivalent to a grade of D- or above when a P grade “met prerequisite requirements for entry into subsequent courses specifying a minimum grade higher than a D-.” Ibid. This applied during the spring 2020, fall 2020, winter 2020 and 2021 and spring 2021 terms. In addition, for undergraduate students, “any passing grade of D- or higher was eligible to be changed to a P grade.” Ibid. Neither of these provisions apply to Ms. Chanley because she completed her course work during these semesters and did not need to enroll in subsequent courses.

A review of Ms. Chanley’s transcripts reveal that she received a P grade in “Leadership Rsrch Proj Prop,” “Ldrshp Apps/Fldwrk/Seminar,” “Advanced Leadership and Dissertation Research.” (P-2.) Her transcript, dated July 26, 2023, states that her grade point average (GPA) is 3.818 on a 4.0 scale. (P-18, p. 7; P-20). For a Category 1 program such as the Doctorate in Educational Leadership, a student must earn no more than two total B- grades, no grades lower than a B-, and earn an official cumulative GPA of at least 3.0 or a 4.0 scale. (P-17, p. 59; P-18, p.7.) There is insufficient proof that Ms. Chanley has run afoul of these requirements. Indeed, it strains logic to assert that Ms. Chanley has received below a B- in her coursework in light of her GPA.

Finally, the pass/no credit option was available for nonmatriculated high school students attending Rowan University under a dual enrollment program and who later decided to enroll in the University. This language provides:

Rowan University courses taken by nonmatriculated high school students in Rowan University dual enrollment programs will be assigned letter grades. If the student subsequently matriculates at Rowan University, the student has the option to contact the Office of the Registrar to change the letter grade on Rowan courses taken while a dual enrolled high school student to a Pass (for grades of D- or high) or No Credit (for grades of F). (P-20.)

These provisions do not apply to Ms. Chanley. Thus, I **CONCLUDE** the pass/no credit courses taken by Ms. Chanley are not credible, competent evidence that she has not successfully completed courses.

Soriano next asserts that Ms. Chanley has not successfully completed the Dissertation Research course and thus she has violated subparagraph (b) of Article VIIC of the MTAA contract. To complete the Ed.D. program, students must take twelve credit hours of dissertation research and “[c]andidates may be required to complete additional dissertation research credit hours if they find they have not completed the dissertation after the initial 12.” (P-18, p. 12.) Ms. Chanley completed the required twelve-credit hours for dissertation research. She has not, however, completed her dissertation and thus has accrued fifteen additional credit hours over the allotted twelve for dissertation research, from 2011 to 2022. However, petitioner’s reliance upon the administrators’ union contract for this violation is also flawed because the terms of this employment contract were effective from July 1, 2011 through June 20, 2014, which is outside of the scope of the current controversy. Accordingly, I **CONCLUDE** that the MTSAAs employment contract does not constitute competent, credible evidence of tuition reimbursement abuse.

Soriano also relies upon several provisions in the Acting Superintendent’s contract to assert tuition reimbursement abuse. Specifically, paragraph 1 provided that the Acting Superintendent was entitled to a \$1,400 increment if she attained a doctoral

degree from an accredited institution of higher education. This provision does not address tuition reimbursement. Thus, I **CONCLUDE** paragraph 1 of the Acting Superintendent's contract does not constitute competent, credible evidence of tuition reimbursement abuse.

However, paragraph 3E states that the Acting Superintendent must receive written Board approval for any courses for which she might seek tuition reimbursement. "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 the Ms. Chanley never received prior board approval. The evidence presented does not show prior board approval for course(s) taken in the spring of 2022. Accordingly, I **CONCLUDE** there is a disputed issue of material fact regarding whether the Board complied with Ms. Chanley's Acting Superintendent contract by providing prior approval for the spring 2022 course.

Petitioner next asserts that the superintendent violated Board policy by failing to obtain prior Board approval for the classes. Specifically, Board policies 1620 and 6472. Paragraph 14 of Board policy 1620 provides:

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 and applicable regulations. (P-5)

This policy, however, regulates the contents of the employment contract and thus is not applicable to the present controversy.

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.)

There is no evidence presented thus far to show that the Board approved Ms. Chanley's tuition reimbursements prior to enrollment. Thus, I **CONCLUDE** there is a material fact in dispute regarding whether the Board acted in accordance with its policy by approving Ms. Chanley's course(s) prior to enrollment.

The petitioner asserts that tuition reimbursements for the fall 2021 and spring 2022 semesters contravene Board policy 6472 and the acting superintendent's agreement. The Board approved tuition reimbursement to Ms. Chanley on March 15, 2022<sup>1</sup> for the fall 2021 semester and July 20, 2022 for the spring 2022 semester. (P-12.) Respondent conversely asserts that only the March 15, 2022 Board action approving tuition for the fall 2021 semester is relevant to the instant controversy. Respondent maintains that the Board's approval for the spring 2022 course occurred on July 20, 2022, and while the petition was filed on May 1, 2022, which was just a few months prior to the July 2022 approval, the petitioner failed to amend her petition to include this payment. Thus, she is now precluded from asserting this payment was improper pursuant to N.J.A.C. 6A:3-1.3(i) which provides that a petition must be filed no later than the ninetieth day "from the date of receipt of the notice of a final order, ruling, or other action by the district board of education, individual party, or agency, that is the subject of the requested contested case hearing." Id. I am constrained to agree. The July 2022 Board action was not included in petitioner's May 1, 2022, petition and without an amendment to her petition, the claim is now improper. Accordingly, I **CONCLUDE** that only the Board action on March 15, 2022, approving tuition for the fall 2021 semester is relevant to the instant controversy.

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<sup>1</sup> The date handwritten on the top of the bill list exhibit says "March 15, 2023" is likely a typographical error because all the bills listed for the 2022 school year.

## Discovery Rule and Statute of Limitations

Soriano urges this tribunal to extend the ninety-day statute of limitations based upon the discovery rule. The discovery rule “tolls the statute until the injured party discovers, or by an exercise of reasonable diligence and intelligence should have discovered, ‘both the injury and the facts suggesting that a third party may be responsible.’” Morris View Health Care Center v. Dept. of Human Services, Division of Aging Services, OAL Dkt. No. DAS 01320-20, 2020 N.J. AGEN LEXIS 720, \*16, quoting Ayers v. Twp. of Jackson, 106 N.J. 557, 582 (1987). Soriano argues that she did not become aware of the tuition reimbursement issue until Ms. Chanley’s public statements about her dissertation status at the February 16, 2022, school board meeting.

The discovery rule typically applies to personal injury or negligence-based claims and although the Superior Court has extended it to Title 59 and other contract matters, administrative tribunals are less inclined to apply this rule. Morris View, 2020 N.J. AGEN LEXIS at \*16-17, quoting Lopez v. Swyer, 62 N.J. 267, 274-275. Pursuant to N.J.S.A. 18A:19-2, no claim or demand against a school district can be paid unless it is fully itemized, verified and presented to and approved by the board of education. Thus, the respondent Board was duty bound to review and approve all tuition reimbursement requests. Petitioner’s witness, Steve Riback, a retired teacher, school administrator and two-term certified board member, including serving as board president, testified that he learned of Ms. Chanley’s tuition reimbursement in April 2022. His certification states that the board was never made aware of tuition reimbursement for any employees and board members never asked to see the reimbursement request forms. (P-11.)

On cross-examination, Mr. Riback stated that he served on the finance committee, reviewed the bill lists containing tuition reimbursement payments and had the opportunity to ask questions. However, he stated that he did not ask questions about tuition reimbursements because that would be micro-managing the superintendent who was empowered to approve tuition reimbursement. It is undisputed that Board policy 6472 mandates that the superintendent must approve tuition assistance for staff, however, the policy unmistakably states that tuition reimbursement for the superintendent must be approved by the Board. Thus, inquiries into tuition

reimbursement for the superintendent were squarely within the authority of the Board. Failure to do so does not trigger the discovery rule. Therefore, I **CONCLUDE** that the discovery rule does not apply to toll the ninety-day rule in this case.

### **Hiring Practices**

Soriano asserts that the Board's hiring practices violated Board policy and were arbitrary and capricious. Specifically, she asserts that the Board violated Board policy 1620 when it failed to hold a public hearing before extending Ms. Chanley's Acting Superintendent contract. Board policy 1620 provides that thirty days' notice must be provided to the public prior to Board action to "renegotiate, extend, amend, or otherwise alter the terms of an existing contract with a Superintendent of Schools . . ." (P-5.) The evidence presented shows that the Acting Commissioner granted the Board's request to extend Ms. Chanley's Acting Superintendent contract on February 9, 2022. (P-34.) Thus, there is a disputed material fact about whether the public was given the requisite notice before extending Ms. Chanley's Acting Superintendent contract, and this board action potentially falls within the ninety-day statute of limitations. Thus, I **CONCLUDE** the petitioner has the burden of proving there is a genuine issue of material fact in dispute regarding this issue.

Respondent correctly asserts that its action in hiring Ms. Chanley as the acting superintendent in November 2021, and permanent superintendent in July 2022 are both outside the ninety-day statute of limitations and thus, cannot be included in the present matter. To provide understanding and clarity, however, the petitioner's remaining allegations are discussed below.

Soriano asserts that the superintendent search process was arbitrary and capricious for several reasons. First, she asserts that Ms. Chanley misrepresented on her resume that she anticipated a graduation date of December 2021 from Rowan University. However, there is no evidence that the Board required that the superintendent candidate have a doctorate or be in pursuit of a doctorate. In addition, that Ms. Chanley listed her graduation date as "anticipated" infers that this was the information to the best of her knowledge at the time, but circumstances could change.

Thus, I **CONCLUDE** that the petitioner has not met the burden to prove that the Board's decision to hire Ms. Chanley as the Acting Superintendent was arbitrary or capricious.

Second, Soriano asserts that the Board refused to initiate an investigation despite the public's concerns about Ms. Chanley's dishonesty regarding her employment history, educational and professional credentials. This, she asserts, constitutes a breach of the board members' fiduciary duty. Petitioner does not specify what is inaccurate about Ms. Chanley's employment history; however, petitioner maintains that the designation as "summa cum laude" on her resume was a misrepresentation.

"Summa cum laude" is one of three Latin honors designations which means "with highest distinction"<sup>2</sup> and is conferred by select colleges and universities. This designation is based upon a student's GPA which is determined by the individual school. Generally, students with a GPA of 3.9 to 4.0 are awarded this high honor.<sup>3</sup> The Latin honor designations are usually used for undergraduate students but have been used by master's in business programs and some law schools. If Ms. Chanley graduated with a 3.9 or 4.0 GPA, she graduated with the highest distinction and that designation would have been more appropriate for her academic program. However, without proof that the Board required a particular GPA and was influenced by the "summa cum laude" distinction, the petitioner's decision to include the designations is insufficient proof that the Board acted arbitrarily or capriciously in hiring Ms. Chanley as Acting Superintendent. Accordingly, I **CONCLUDE** that Ms. Chanley's use of the Latin honors phrase is insufficient proof that the Board's action of hiring her as the Acting Superintendent was arbitrary or capricious.

Third, Soriano contends that the Board's failure to appoint someone other than Ms. Chanley at the November 1, 2021 board meeting as requested by Kyle Anderson, the Middlesex County Interim Executive County Superintendent (Interim ESC) is further proof of the Board's arbitrary and capricious superintendent search. This claim is

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<sup>2</sup> <https://www.merriam-webster.com/dictionary/summa%20cum%20laude>

<sup>3</sup> <https://www.indeed.com/career-advice/career-development/magna-cum-laude-gpa-vs-summa-cum-laude-gpa#:~:text=The%20three%20honors%20and%20their,Cum%20laude%3A%203.5%2D3.6%20GPA>

rooted in an email, dated October 29, 2021, Mr. Anderson sent to the then board president, Michele Arminio, in which Mr. Anderson stated that he was forwarding Ms. Chanley's information to the Commissioner without his recommendation. He also stated:

During the time the Commissioner is reviewing my recommendation I ask that our board appoint someone else as Acting Superintendent at your meeting on Monday, November 1<sup>st</sup>. I remind you that the Commissioner approves or denies these request [sic]. My position is to only provide a recommendation.  
(P-31.)

Soriano contends that the Board cancelled the meeting which supports her claim that the superintendent search was arbitrary and capricious. Soriano's claim lacks merit because Mr. Anderson only recommended that the Board appoint someone else; it was not a directive. This inherently means that the Board had the discretion to disregard his request. Indeed, one of the core functions of a board of education is to hire a superintendent. N.J.S.A. 18A:17-15. Accordingly, I **CONCLUDE** that the petitioner has not met her burden to prove that the Board's decision not to follow Mr. Anderson's recommendation but rather to hire Ms. Chanley as the Acting Superintendent was arbitrary or capricious.

Soriano next contends that Ms. Chanley was working without a signed Acting Superintendent contract from November 10, 2021 until November 22, 2021. Soriano, however, provides no legal support to connect this to her claim that the search was arbitrary or capricious. Accordingly, I **CONCLUDE** that the petitioner has not met her burden to prove that the Board's decision to hire Ms. Chanley as the Acting Superintendent was arbitrary or capricious.

Soriano asserts that the Board violated its policy No. 1220 when it failed to disqualify Ms. Chanley's for the misrepresentations in her resume. Neither this claim nor this policy was raised in the original petition. Accordingly, I **CONCLUDE** this claim must fail.



Soriano contends that the contract between the Board and the New Jersey School Board's Association (NJSBA), dated March 17, 2022, was problematic because it did not require the NJSBA to be involved in the interview or vetting process and was "unlike contract with other districts." Soriano provided no legal support to substantiate her claim that the NJSBA had to be involved in the interview or vetting process and the agreement had to be like the contracts with other districts. There was no testimony, for example, from the NJSBA stating that this agreement was irregular. Accordingly, I **CONCLUDE** the petitioner has not met the burden to prove that the contract between the NJSBA and the Board rendered the Board's superintendent's search arbitrary and capricious.

Finally, Soriano contends that the Board failed to abide by the Commissioner's directive to make the hiring process "transparent and include opportunities for public engagement and comment on candidates." (P-37.) Although not in conformity with the NJSBA recommendations, it is uncontested that a community input survey was distributed, and the results released. However, what is troubling was the testimony of Brian Fabiano, former campaign manager for board president Chrissy Skurbe, who stated that he knew the interview process was rigged in Ms. Chanley's favor by limiting the number of candidates for the acting superintendent position to one other person. However, this issue was not raised in the original petition and the petition was not amended to include it. Accordingly, I **CONCLUDE** that the petitioner has not met the burden to prove that the Board's hiring practices were arbitrary or capricious.

Viewing the facts of respondent's motion as I must, in the light most favorable to the non-moving party, I **CONCLUDE** that the facts and inferences on the record as developed so far leave sufficient disagreement between the parties as to whether Ms. Chanley obtained prior Board approval for the spring 2022 course(s) and related tuition reimbursement(s). In addition, there is a genuine dispute regarding whether the Board provided a public hearing and appropriate notice prior to extending Ms. Chanley's acting superintendent contract. Accordingly, I **CONCLUDE** that there remain unresolved issues of material fact that require submission to a fact finder and this matter is not ripe for summary decision under the Brill standard at this time.

**ORDER**

It is hereby **ORDERED** that the respondent, Monroe Township Board of Education's Motion for Directed Verdict is **GRANTED IN PART** and **DENIED IN PART**. The hearing will continue to afford the respondent the opportunity to put on its case in chief to address the following two issues:

1. Whether the superintendent received prior approval from the Board before enrolling in the Spring 2022 class(es) as mandated by Board policy 6472 and paragraph 3E of her Acting Superintendent contract; and
2. Whether the Board complied with Board policy 1620 and provided a public hearing and appropriate public notice prior to extending the Acting Superintendent's contract.

A conference call will be scheduled to establish a hearing date. Notices will be sent under separate cover.

This order may be reviewed by the **COMMISSIONER OF THE DEPARTMENT OF EDUCATION** either upon interlocutory review pursuant to N.J.A.C. 1:1-14.10 or at the end of the contested case, pursuant to N.J.A.C. 1:1-18.6.

October 4, 2023

DATE



KIM C. BELIN, ALJ

Date Mailed to Parties:

October 4, 2023

KCB/am/lam