



**STATE OF NEW JERSEY
PUBLIC EMPLOYMENT RELATIONS COMMISSION**

PO Box 429
TRENTON, NEW JERSEY 08625-0429

www.state.nj.us/perc

ADMINISTRATION/LEGAL
(609) 292-9830

CONCILIATION/ARBITRATION
(609) 292-9898

UNFAIR PRACTICE/REPRESENTATION
(609) 292-6780

For Courier Delivery
495 WEST STATE STREET
TRENTON, NEW JERSEY 08618

FAX: (609) 777-0089
EMAIL: mail@perc.state.nj.us

October 24, 2023

VIA E-MAIL

Sunlight Policy Center

Re: Government Records Request #C208372

Dear Sunlight Policy Center:

On October 17, 2023, we received your Open Public Records Act (OPRA) request, seeking the following records:

1. Unfair practice charge filing by Wayne Education Association on October 6, 2022 against Wayne Township Board of Education
2. Wayne Township BOE's January 20, 2023 Answer to Wayne Education Association's UPC

Enclosed please find the records responsive to your request.

At this time, your request is deemed closed. Please contact me if you have any further questions or concerns.

Sincerely,

/s/ Ramiro A. Perez
Ramiro A. Perez
Deputy General Counsel

RAP/lc



STATE OF NEW JERSEY
PUBLIC EMPLOYMENT RELATIONS COMMISSION
PO Box 429
TRENTON, NEW JERSEY 08625-0429
UNFAIR PRACTICE CHARGE

For Courier Delivery
495 West State St.
Trenton, NJ 08618

www.state.nj.us/perc

Phone: 609-292-6780

Fax: 609-777-0089

DO NOT WRITE IN THIS SPACE DOCKET NO. CO-2023-054 DATE FILED: OCT 06 2022	
1. CHARGING PARTY	
Full Name: Wayne Education Association	County: Passaic
Address of Charging Party (Street and Number, City, State and Zip Code): 551 Valley Rd., Wayne NJ 07470	
Name and Title of Representative/Attorney/Consultant to Contact: Richard A. Friedman, Esq. Zazzali, Fagella, Nowak, Kleinbaum & Friedman, P.C.	
Telephone No.: (609) 392-8172	
Representative/Attorney/Consultant Address (Street and Number, City, State and Zip Code): 150 West State Street, Trenton, NJ 08608	
2. RESPONDENT(S) (public employer and/or employee organization against whom the charge is made)	
Respondent 1	Full Name: Dr. Mark Toback, Superintendent, Wayne Township Board of Education
County: Passaic	
Address of Respondent (Street and Number, City, State and Zip Code): 50 Nellis Drive, Wayne New Jersey 07470	
Name and Title of Representative/Attorney/Consultant to Contact: John G. Geppert, Esq., Scarinci Hollenbeck	
Telephone No.: (201) 896-7097	
Representative/Attorney/Consultant Address (Street and Number, City, State and Zip Code): 1100 Valley Brook Avenue, Lyndhurst, NJ 07071	
Respondent 2 (If Any)	Full Name:
County:	
Address of Respondent (Street and Number, City, State and Zip Code):	
Name and Title of Representative/Attorney/Consultant to Contact:	
Telephone No.:	
Representative/Attorney/Consultant Address (Street and Number, City, State and Zip Code):	
INSTRUCTIONS FOR FILING AN UNFAIR PRACTICE CHARGE	
(1) Type or clearly print all information and complete all sections of the charge. (2) Under "Statement of Charge," provide a CLEAR AND CONCISE statement of the facts constituting the alleged unfair practice. If you need more space for your statement, then attach it to the charge. You may not rely on other documents (such as letters or memoranda) submitted with the charge to constitute your statement. (3) The charge must: a. list the subsections of the Act alleged to have been violated; b. specify the date, and, to the extent known, the place the alleged acts occurred and the names of the persons alleged to have committed such acts. (4) State specifically the remedy you are asking the Commission to order. (5) Sign the Certification in box #6. (6) File an original and four copies with the Director of Unfair Practices, Public Employment Relations Commission, <i>at the above address</i>. (7) Include with your filing proof that you served a copy of the charge on the respondent(s). Proof can take the form of a statement explaining how, when, and on whom the charge has been served. A CHARGE WILL NOT BE PROCESSED IF THE ABOVE REQUIREMENTS ARE NOT MET.	
3. STATEMENT OF CHARGE	
Pursuant to the New Jersey Employer-Employee Relations Act, as amended, the charging party hereby alleges that the above-named respondent(s) has (have) engaged or is (are) engaging in an unfair practice within the meaning of <u>N.J.S.A. 34:13A-5.4(a)</u>, subsection(s) <u>1, 3 and 5</u> and/or <u>N.J.S.A. 34:13A-5.4(b)</u>, subsection(s) _____ in that: _____ (List subsections) and N.J.S.A. 34:13A-5.14(a)(b)(c).	

(See next page for additional space)

Statement of Charge Continued

See attachment.

4. REMEDY SOUGHT *(State the remedy you request the Commission to order)*

See attachment.

5. PLEASE ADVISE:

1) Has a grievance been filed which is based upon the same facts alleged in the charge or is otherwise related to the charge?

☐ Yes ☒ No

If yes, what is the status of the grievance?

2) Are there any filings at PERC, in court, at the Office of Administrative Law, or before any other administrative agency which are based upon the same facts alleged in the charge or are otherwise related to the charge?

☐ Yes ☒ No

If yes, please specify what they are. If possible, please include docket numbers.

3) Are the parties in negotiations?

☐ Yes ☒ No

If yes, in what stage of the negotiations process are the parties (negotiations, mediation, fact-finding, super conciliation, interest arbitration)? Please include the date of the next scheduled negotiations session.

6. CERTIFICATION

I declare that I have read the above charge and that the information is true to the best of my knowledge and belief.

By

Richard Freedman
(Signature)

Attorney
(Title)

Oct 6, 2022
(Date)

STATEMENT OF CHARGES

COUNT ONE

1. The Wayne Education Association (“Association”) and the Board of Education of the Township of Wayne (“Board” or “District”) are parties to a Collective Negotiations Agreement (“CNA”) in effect from July 1, 2021 to July 30, 2024. A copy of the agreement is attached hereto as Exhibit A.

2. The Board is responsible for the operation and administration of the public schools in the District, and is responsible for complying with the provisions of the Public Employer-Employee Relations Act (“PERC Act”), N.J.S.A. 34:13A-5.1, et seq.

3. The Association is an employee organization and is the exclusive representative for collective negotiations for certain employees of the District within the meaning of N.J.S.A. 34:13A-5.3, as stated in the recognition clause of the CNA, set forth in Article 1, Section A. Association members are also required to be and are members of the New Jersey Education Association (“NJEA”).

4. The District maintains an e-mail system. Pursuant to the Board-issued “Penns Grove – Carneys Point Regional School District Board of Education Policy Manual” it has promulgated a policy applicable to e-mail entitled “Use of Computers, The Internet and Electronic Mail by Board/Staff Members” (also “Policy”) that governs the use of its e-mail system (there are other relevant policies concerning e-mail as well that supplement the terms of the Policy). A copy of the Electronic Mail Policy is attached hereto as Exhibit B.

5. The Policy states in essence that the District’s e-mail system is for school purposes, as Board and Staff are instructed: “Do not use the computer, electronic mail or Internet for anything other than educational or legitimate Board or District business.” The Policy also

clarifies "Use of the computer, electronic mail and/or Internet for commercial activity or posting of personal information is strictly forbidden. (Exh. B).

6. Under Article XXV, "Association Rights and Privilege," Section "C" states that "The W.E.A. shall be allowed reasonable use of the school telephones and school mail facilities, provided, however, said use shall not include inflammatory or derogatory material." The provision extends to the use of school e-mail facilities.

7. The District enforces its Electronic Mail Policy, as well as Article XXV, Section C of the CNA, in a manner consistent with their respective terms.

8. In recent months, with the District's awareness and consent, District employees have been targeted in a coordinated anti-union e-mail campaign over the District's e-mail system, in regular communications transmitted by an entity encouraging employees to leave their union (and discouraging non-union employees from participating in their union). The entity is known as the "Sunlight Policy Center." The Sunlight Policy Center also broadcasts thinly sourced, inflammatory and derogatory articles concerning the NJEA and its supposed corrupting influence on politics, among other many other smear attacks; the sole purpose of the entity as shown through the only subject of its articles, is to attack the NJEA.

9. "The Workplace Democracy Enhancement Act ("WDEA") requires that "A public employer shall not encourage negotiations unit members to resign or relinquish membership in an exclusive representative employee organization and shall not encourage negotiations unit members to revoke authorization of the deduction of fees to an exclusive representative employee organization." N.J.S.A. 34:13A-5.14(a). It further requires that "A public employer shall not encourage or discourage an employee from joining, forming or assisting an employee organization." N.J.S.A. 34:13A-5.14(b).

10. On July 19, 2019, Association President Eda Ferrante transmitted an email to District Superintendent Mark Toback, and demanded that the District block communications from the aforementioned anti-union group.

11. On the same day Superintendent Toback responded and stated that the request is denied. He claimed that the District might be required to protect the First Amendment rights of the Sunlight Policy Center.

12. The District is not enforcing its Electronic Mail Policy against the third-party groups who are transmitting anti-union messages over its e-mail system.

13. The District does not, and would not, permit Association members to promote the Association and NJEA using the District's e-mail system using the kind of derogatory, and inflammatory language used by the Sunlight Policy Center, such as by running a smear campaign against the administration. The District does not and would not permit Association members to respond to the anti-union campaign being conducted by the above-referenced third party groups over the District's e-mail system.

14. The District has the technological ability to filter emails from the Sunlight Policy Center and any similar groups, and is permitted to do so, consistent with its policies and without risking liability for violating any party's First Amendment rights.

15. The Board's acts and omissions in permitting and encouraging certain third party groups to conduct an anti-union campaign over its e-mail system to encourage Association members to withdraw their membership from the Association and NJEA, in failing to enforce the terms of their Electronic Mail Policy, in not stopping it, in facilitating it, in not blocking the e-mails and in not disavowing the e-mails and their message, interfered with, restrained and/or coerced the Association members and staff in the exercise of protected rights under the Act and

the WDEA, and/or had the tendency to do so, in violation of all the statutes cited in this charge. In addition, upon information and belief, the District would not permit the Association or the NJEA to respond to the Mackinac Center's emails.

WHEREFORE, the Association seeks and Order:

- A. Declaring the Board's conduct described above to be unlawful and in violation of the PERC Act and the WDEA;
- B. Compelling the Board to cease and desist from its unlawful conduct and requiring it to filter out the inflammatory and derogatory emails of the Sunlight Policy Center;
- C. For a posting order;
- D. For an order that the Board shall make whole any losses suffered by the Association as a result of the Board's unlawful conduct and provide all remedial relief appropriate as set forth in N.J.S.A. 34:13A-5.14(c); and
- E. For such other relief as the Commission deems appropriate to effectuate the policies of the Act and the WDEA and to vindicate the Association's and its members' rights under the Act and WDEA.

COUNT TWO

16. The Charging Party repeats and incorporates the foregoing allegations of the Statement of Charges as if fully set forth herein.

17. The Board's conduct in permitting and/or encouraging the anti-union e-mails to be transmitted over its e-mail system, in failing to enforce the terms of their Electronic Mail Policy, in not stopping the emails, in facilitating them, in not blocking the e-mails and in not disavowing the e-mails and their message has the effect of discouraging staff from joining, forming, remaining in or assisting an employee organization, interfered with, restrained and/or

coerced the Association members and staff in the exercise of protected rights under the Act and the WDEA, and/or had the tendency to do so, in violation of N.J.S.A. 34:13A-5.4(a)(1),(3),(5) and 5.14(a), (b) and (c).

WHEREFORE, the Association seeks and Order:

- A. Declaring the Board's conduct described above to be unlawful and in violation of the PERC Act and the WDEA;
- B. Compelling the Board to cease and desist from its unlawful conduct and requiring it to filter out the inflammatory and derogatory emails of the Sunlight Policy Center;
- C. For a posting order;
- D. For an order that the Board shall make whole any losses suffered by the Association as a result of the Board's unlawful conduct and any remedial relief appropriate as set forth in N.J.S.A. 34:13A-5.14(c); and
- E. For such other relief as the Commission deems appropriate to effectuate the policies of the Act and the WDEA and to vindicate the Association's and its members' rights under the Act and the WDEA.

EXHIBIT “A”

AGREEMENT
BETWEEN
THE BOARD OF EDUCATION
TOWNSHIP OF WAYNE
PASSAIC COUNTY, NEW JERSEY
and
THE WAYNE EDUCATION ASSOCIATION
TOWNSHIP OF WAYNE
PASSAIC COUNTY, NEW JERSEY
for
July 1, 2021
through
June 30, 2024

In contract
DB

EXHIBIT “B”

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District Policy

2360.1 - USE OF COMPUTERS, THE INTERNET AND ELECTRONIC MAIL BY BOARD/STAFF MEMBERS

Section: Program
 Date Created: October 2009
 Date Edited: October 2009

The Wayne Public Schools are pleased to offer Board and staff members access to a computer network for electronic mail (E-mail) and the Internet. To gain access to E-mail and the Internet, all Board and staff members must sign and return a Computer, Internet and Electronic Mail Use Form.

What is possible?

Access to E-Mail and the Internet will enable Board and staff members to explore thousands of libraries, databases, museums, and other repositories of information and to exchange personal communication with other Internet users around the world. Board and staff members should be aware that some material accessible via the Internet may contain items that are illegal, defamatory, inaccurate, or potentially offensive. While the purpose of the school is to use Internet resources for constructive educational goals, and legitimate Board/district business, individuals may be subjected to material some may find offensive. Be aware that the district employs a filter to limit the availability of inappropriate material, but it is not possible to filter every website or electronic communication. Board and staff members are responsible for the material they access.

What is expected?

Board and staff members are permitted to use the computer, E-mail and the Internet for educational and legitimate Board and district business purposes only. Use of the computer, electronic mail and/or Internet for commercial activity or posting of personal information is strictly forbidden.

Board and staff members are responsible for professional behavior on the school's computer network just as they are in their regular positions. Communications on the network are often public in nature. General district rules for behavior and communications apply. It is expected that users will comply with district and professional standards and the specific rules set forth below. The use of the network is a privilege, not a right. This privilege may be revoked if abused and may subject the individual to school discipline, civil penalties and/or criminal penalties. The user is personally responsible for his/her actions in accessing and utilizing the school's computer resources.

What are the terms and conditions?

Privacy - Network storage areas may be treated like district property. The Network Administrator may review communications to maintain system integrity in order to ensure that individuals are using the system responsibly.

Storage Capacity - Users are expected to remain within allocated disk space and delete E-mail or other material which takes up excessive storage space. The destruction of E-mail, however, shall be subject to the Destruction of Public Records Law, N.J.S.A. 47-3-15 et seq. and the School District Records Retention Schedules established by New Jersey's Division of Archives and Records Management.

Illegal Copying - Users may never download or install any commercial software shareware, or freeware onto network drives or disks, unless they have written permission from the Network Administrator. Users may not copy other people's work without permission or intrude into other people's files. Users must comply with copyright laws.

Inappropriate Materials or Language - No profane, abusive or impolite language should be used to communicate nor should materials be accessed which are not in line with professional standards and the terms and conditions contained in this policy.

Passwords - Board and staff members shall receive one or more passwords to access the Board's network systems and applications and/or his/her E-mail. These passwords shall be kept confidential and shall not be revealed to others in the network or to anyone outside of it. If any Board or staff member has reason to believe that a password has been lost or stolen, or that the network or his/her E-mail has been accessed by someone without authorization, he/she shall contact the systems operator immediately.

Guidelines to Follow When Using the Network

1. Do not use the computer, electronic mail or Internet for anything other than educational or legitimate Board or district business;
2. Do not vandalize the network. Vandalism, for the purpose of this Policy, is defined as any malicious attempt to harm or destroy data of another user, Internet, or any of the agencies or other networks that are connected to the Internet backbone. This includes, but is not limited to, the uploading or creation of computer viruses;
3. Do not interfere with the operation of the network by installing illegal software, shareware, or freeware;
4. Do not degrade the performance of the network by using excessive network resources, e.g., sending chain letters through e-mail and the like;
5. Do not use the network for any illegal activities;
6. Do not violate copyright laws;
7. Do not quote personal/private communications in a public forum without the original author's prior consent;
8. Do not view, send, or display offensive messages or pictures;

9. Do not waste limited resources such as disk space or printing capacity;
10. Do not trespass in another's folders, work, or files; and
11. Do not reveal your personal address or phone number or that of colleagues or pupils.

Guidelines to Follow When Using Electronic Mail

Electronic mail capability among Board members and district staff exists for the purpose of enhancing communications to better perform tasks associated with their positions and assignments. Therefore all Board and staff members who have access to the district network shall adhere to the following guidelines when sending or receiving messages via system wide electronic mail (E-mail).

1. All messages shall pertain to constructive educational goals and/or legitimate Board/district business. E-mail communications among a Board majority concerning topics that require public discussion may be subject to the Open Public Meetings Act (hereinafter referred to as "O.P.M.A."). As such, E-mail shall not be used to circumvent requirements of the O.P.M.A. Board members should be particularly cautious of discussing agenda for an upcoming meeting by way of E-mail. The scope of discussions shall not exceed administrative functions of determining the topics to be included on the agenda and/or the order for which they will be presented. Once substantive issues concerning the agenda are discussed, these communications may be subject to the O.P.M.A.
2. Because all computer hardware and software belong to the Board, the Board retains the right to access staff E-mail as it deems necessary. Thus, confidentiality of staff E-mail communication cannot be assured. Board member E-mail, however, shall be confidential, subject to the requirements of the O.P.M.A.
3. Messages shall be deleted in a timely manner as soon as appropriate actions have been completed provided that the destruction of such messages is permitted by subject to the Destruction of Public Records Law, N.J.S.A. 47:3-15 et seq. and the School District Records Retention Schedules established by New Jersey's Division of Archives and Records Management.
4. Messages shall be printed only when necessary.
5. To ensure that Federal copyright laws are not violated, Board and staff members shall not send messages that contain text without the author's permission.
6. Board and staff members shall not send messages that contain material that may be defined by a reasonable person as obscene or messages that are racist, sexist or promote illegal or unethical activity.

Any usage contrary to the above shall be reported immediately to the Superintendent.

Users will be held accountable for their actions if the Rules of Appropriate Use are violated.

Adopted: 15 October 2009



JOHN G. GEPPERT, JR. | Partner
jgeppert@sh-law.com
Phone: 201-896-7097

January 20, 2023

VIA EMAIL & REGULAR MAIL

Joseph Blaney, Hearing Examiner
Public Employment Relations Commission
495 West State Street
PO Box 429
Trenton, New Jersey 08625

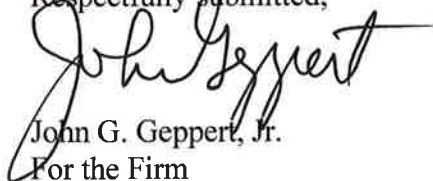
**Re: Wayne Education Association and Wayne Board of Education
Docket No. CO-2023-054**

Dear Mr. Blaney:

This Firm represents Respondent, Wayne Board of Education (the "Respondent") in the above-captioned matter. Enclosed please find an original and four (4) copies of Respondent's Answer and Proof of Service.

In the event you have any questions, please do not hesitate to contact me.

Respectfully submitted,



John G. Geppert, Jr.
For the Firm

JGG/ef

Encl.

cc: Raymond M. Baldino, Esq. (via email)

JOHN G. GEPPERT, JR., ESQ.
SCARINCI & HOLLENBECK, LLC
ATTORNEYS AT LAW
150 Clove Road, 9th Floor
Little Falls, New Jersey 07424
Telephone: (201) 896-4100
Attorneys for Respondent, Wayne Board of Education

Wayne Township Board of Education, Respondent -and- Wayne Education Association, Charging Party.	PUBLIC EMPLOYMENT RELATIONS COMMISSION Docket No. CO-2023-054 RESPONDENT’S ANSWER
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Respondent, Wayne Township Board of Education (“Defendant” or “Board”), by and through its attorneys, Scarinci & Hollenbeck, LLC, hereby assert their Answer to Petitioners, Wayne Education Association (“Petitioners”) Complaint:

1. The allegations set forth in Paragraph 1 are admitted.
2. The allegations set forth in Paragraph 2 are admitted.
3. The allegations set forth in Paragraph 3 are admitted.
4. The allegations set forth in Paragraph 4 are admitted in part and denied in part.

Specifically, the Board has not issued the “Penns Grove-Carneys Point Regional School District Board of Education Policy Manual”. The extent Complainant intended to refer to the Wayne Township Board of Education Policy Manual, the Board admits that Board Policy 2360.1, Use of Computers, the Internet and Electronic Mail by Board/Staff Members governs board and staff member use of its electronic mail system. The policy is not intended to and does not provide guidelines regarding the use of its email system by third parties. It includes only a reminder to District employees that it was not possible for the District to filter every email.

5. The allegations set forth in Paragraph 5 are neither admitted nor denied as the document referenced therein speaks for itself. However, as noted above to the extent the allegations set forth in Paragraph 5 imply that the Board's Computer Use policy applies to third parties or in any way restricts the access of third parties to the District's email system based upon the content of those emails, they are denied.

6. The allegation set forth in Paragraph 6 are admitted in part and denied in part. Specifically, the paragraph contains an accurate recitation of Article XXV, Section C. However, to the extent that Paragraph 6 is intended to imply that Article XXV, Section 6 applies to third parties, the allegations are denied. Instead, the terms of the parties' Agreement govern only the relationship and behavior of the parties.

7. The allegations set forth in Paragraph 7 are admitted. Specifically, the Board admits Article XXV, including that portion that prohibits use of the email system by the Association for sending "inflammatory or derogatory material." However, it also enforces Board Policy 2360.1 which provides "the district employs a filter to limit the availability of inappropriate material, but it is not possible to filter every website or electronic communication."

8. The allegations set forth in Paragraph 8 are admitted in part and denied in part. The District admits that the Sunlight Policy Center has sent emails to Association members. The District denies however that it explicitly consented to the Sunlight Policy Center's use of its email system. Instead, because the Board does not employ a filter for every email sent on its system, the District has applied Board Policy 2360.1 which advises employees of their ability to elect to Delete, Block or Report as Spam emails from any sender. The District neither admits nor denies the characterization of the emails set forth in Paragraph 8 as the communications speak for themselves.

9. The District admits that Paragraph 9 sets forth an accurate recitation of the portions of the Workplace Democracy Enhancement Act set forth therein.

10. The allegations set forth in Paragraph 10 are admitted in part and denied in part. Specifically, the District admits that it received an email from Eda Ferrante regarding Sunlight Policy Center emails and demanding that the emails be blocked. However, the District denies the characterization of those emails as “anti-union”. Instead, while the emails may have contained factual information that the Association believed was untrue, the District did not characterize the emails as anti-union nor does it believe that it has the authority to restrict emails from any organization which contain information with which the Association disagrees.

11. The allegations set forth in Paragraph 11 are neither admitted nor denied as the document set forth therein speaks for itself. However, the Board does admit that Dr. Toback advised the Association that he had no authority under either law or District policy to block the Sunlight Policy Center emails.

12. The allegations set forth in Paragraph 12 are denied in part and admitted in part. Specifically, the District admits that it is not enforcing its Computer Use policy against a third party. However, to the extent this allegation is intended to impute wrongdoing on the part of the District, it is denied. Specifically, the Computer Use policy is intended to apply to board and staff members. The District has no authority to apply a policy against a third party nor does the policy indicate that it should be applied to third parties. Instead, should an Association member find any email they have received to be personally objectionable, the employee may individually elect to block emails from that sender.

13. The allegations set forth in Paragraph 13 are denied. Specifically, the allegations set forth therein include only baseless and inaccurate assumptions regarding hypothetical

situations. Additionally, the District does not have the authority to bind third parties to compliance with its policies in the same manner as it does board and staff members. The District also disputes the characterization of the content of the Sunlight Policy Center emails as “anti-union”. Should the Association find the information contained in those emails to be inaccurate representations regarding the Association, its recourse is with Sunlight Policy Center, not the Board.

14. The allegations set forth in Paragraph 14 are denied. Specifically, the Board does not employ an email filter that would permit it to examine each and every email received by Association members. This limitation is specifically set forth in Board Policy 2360.1 which provides “the district employs a filter to limit the availability of inappropriate material, but it is not possible to filter every website or electronic communication.”

15. The allegations set forth in Paragraph 15 are denied. The District has not engaged in any of the actions alleged. Instead it has appropriately applied Board Policy 2360.1 and provided Association members with alternate means to stop receiving emails they may personally find offensive or unwelcome by blocking the specific senders. Should the Association believe that the emails contain inaccurate information, it must seek relief from the Sunlight Policy Center, and not from the Board as it is not the Board’s role or obligation to confirm the accuracy of the information set forth therein.

16. Defendants incorporate herein their responses to the Paragraphs set forth above.

17. The allegations set forth in Paragraph 17 are denied. The District has not engaged in any of the actions alleged. Instead it has appropriately applied Board Policy 2360.1 and provided Association members with alternate means to stop receiving emails they may personally find offensive or unwelcome by blocking the specific senders. The District is under no legal obligation to block emails from a sender simply because the Association objects. The Board has

certainly taken no steps to “facilitate” the email but has instead treated the Sunlight Policy Center emails in a manner consistent with its treatment of all other emails sent through its system by third parties. It further has no obligation to disavow the emails. The majority of the emails contain what appear to be only facts with which the Association takes issue, such as the salaries of NJEA executives. Should the Association believe that the emails contain inaccurate information, it must seek relief from the Sunlight Policy Center, and not from the Board as it is not the Board’s role or obligation to confirm the accuracy of the information set forth therein.

AFFIRMATIVE DEFENSES

FIRST SEPARATE DEFENSE

At all relevant times hereto the Respondent complied with the applicable laws, regulations and standards.

SECOND AFFIRMATIVE DEFENSE

The Charging Party fails to state a claim upon which relief can be granted.

THIRD AFFIRMATIVE DEFENSE

Respondent did not deprive Petitioners of any right, privilege or entitlement under federal law or state law.

FOURTH AFFIRMATIVE DEFENSE

At all relevant times hereto, Respondent acted in good faith.

FIFTH AFFIRMATIVE DEFENSE

Respondent hereby gives notice that it may rely upon such other defenses as may become available or apparent hereafter and thus, reserves the right to amend its answer to assert same.

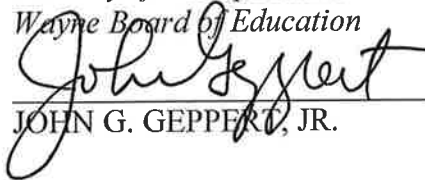
WHEREFORE, the Respondent denies that Petitioners are entitled to judgment and respectfully request that an Order to issued:

- A. Dismissing with prejudice the Complaint; and
- B. Granting such other relief as deemed just or equitable.

I declare that I have read the above statements and that the statements are true to the best of my knowledge and belief.

SCARINCI HOLLENBECK LLC

*Attorneys for Respondent,
Wayne Board of Education*



JOHN G. GEPPERT, JR.

Dated: January 26, 2023

SCARINCI HOLLENBECK, LLC
Attorneys at Law
150 Clove Road, 9th Floor
Little Falls, New Jersey 07424
Attorneys for Respondent, Wayne Twp. Board of Education

Wayne Township Board of Education,

Respondent

-and-

Wayne Education Association

Charging Party.

PUBLIC EMPLOYMENT
RELATIONS COMMISSION

Docket No. CO-2023-054

CERTIFICATION OF SERVICE

I, Erica Frisoli, of full age, hereby certify that:

1. I am a legal secretary employed by the firm of Scarinci & Hollenbeck, LLC, attorneys for the Wayne Township Board of Education (“Respondent”) in this matter.

2. On January 20, 2023, I forwarded an original and four (4) copies of Respondent’s Answer and Proof of Service to:

Joseph Blaney, Hearing Examiner
Public Employment Relations Commission
495 West State Street
PO Box 429
Trenton, New Jersey 08625

3. On the same date, I also forwarded a copy of Respondent’s Answer via email and regular mail to:

Raymond M. Baldino, Esq.
Zazzali Fagella Nowak
570 Broad Street, Suite 1402
Newark, New Jersey 07102

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I may be subject to punishment.

Erica Frisoli
ERICA FRISOLI

Dated: January 20, 2023