I.R. NO. 2023-10

STATE OF NEW JERSEY
PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

PROSPECT PARK BOARD
OF EDUCATION,

Respondent,

-and- Docket No. CO-2023-099

TEACHERS ASSOCIATION
OF PROSPECT PARK,

Charging Party.

SYNOPSIS

A Commission designee denied in part and grants in part an interim relief application based on the unfair practice charge filed by the Teachers Association of Prospect Park (Association) against the Prospect Park Board of Education (Board). The charged alleged that the Board violated sections 5.4a(1) and (2) of the Act when in October 2022, it placed Association Co-President and long-time grievance chairperson, Beth Solloway, on paid administrative suspension and barred her from school premises during an investigation into alleged misconduct in her role as a teacher. It further alleged that the Board violated the Act when on or around November 15, 2022, she was barred from participating in a virtual grievance meeting. With respect to Solloway's ability to access school grounds, the designee determined that the Association did not establish a reasonable likelihood of success, as there were critical questions of law and fact regarding the Board's substantial, legitimate business justifications for the restriction. With respect to Solloway's ability to represent employees remotely, including the parties' practice of virtual grievance meetings, the designee determined that the Association had a reasonable likelihood of success. Although the designee concluded that the Association did not establish irreparable harm, the designee concluded that equitable considerations favored an order granting Solloway the opportunity to conduct union business remotely.

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Appearances:

For the Respondent,
Buglione, Hutton & DeYoe, LLC, attorneys
(Albert C. Buglione, of counsel)

For the Charging Party
Oxfeld Cohen, attorneys
(Randi April and William Hannan, of counsel)

INTERLOCUTORY DECISION

On December 2, 2022, the Teachers Association of Prospect Park (Association or Charging Party) filed an unfair practice charge against the Prospect Park Board of Education (Board or Respondent). The charges alleges that the Board violated sections 5.4a(1) and (2) [1/] of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq. (Act), when on or about

1/ These provisions prohibit public employers, their representatives or agents from: "(1) Interfering with, restraining or coercing employees in the exercise of the rights guaranteed to them by this act"; (2) Dominating or interfering with the formation, existence or administration of any employee organization . . . ."

October 2022, it placed Association Co-President and long-time grievance chairperson, Ms. Beth Solloway, on administrative suspension with pay and barred her from school premises. It also alleges that the Board violated the Act when on or around November 15, 2022, the Superintendent informed the Association that Solloway could not participate in a virtual grievance hearing. It further asserts that Association counsel in written communications to Board counsel advised that "union officials have an absolute right to be on board property to conduct union business and to represent members," but that the Board did not change its position.

Roughly a month after the initial filing of the charge, on or around January 4, 2023, the Association then filed an application for interim relief and temporary restraints against the Board based on the foregoing conduct. In support of its application for interim relief and temporary restraints, the Association provided a brief, exhibits, and the certification of Association Co-President Solloway. (Solloway cert.)

On January 6, 2023, this matter was assigned to me. On January 9, 2023, I signed the Order to Show Cause (OSC) without temporary restraints and set a return date for oral arguments on February 9, 2023. The OSC set a deadline of January 26, 2023, for the Board's response and February 2, 2023, for the Association's reply. Later that day, Association counsel emailed

a letter to me with a copy to Board counsel, expressing her bafflement at my decision to deny temporary restraints and inquiring whether there was "a formal mechanism by which we can appeal that part of the Order?" I replied by email the following day on January 10, 2023, explaining that in my experience as Commission Designee, parties in the past have challenged temporary restraint determinations at Superior Court. To my knowledge, the Association did not contest the denial of temporary restraints.

Pursuant to the OSC, the Board timely filed a brief and certification with exhibits from Albert C. Buglione, the Board's labor attorney. (Buglione cert.) The Association timely filed its reply brief. On February 6, 2023, the Board filed a request for an opportunity to file a sur-rebuttal. The Board requested the surrebuttal because in the Association's reply brief accused the Board of violating the law and possibly committing ethics violations by including information about accommodations the Board was willing to make as part of settlement discussions in the Board's brief. The Board sought in the surrebuttal to establish that its initial submission was proper under the evidentiary rules governing this type of proceeding. By email dated February 7, 2023, the Association advised that it opposed the Board's Request. By email the same day, I advised the

parties that I would be focusing on the parties' certifications[2/] to evaluate whether interim relief was appropriate, and that I did not feel additional submissions were warranted. I conducted oral arguments as scheduled with the parties on February 9, 2023.

Based on the parties' submissions, the following facts appear:

The Association is the majority representative of a unit of non-supervisory staff employed by the Board. The Board is a public employer within the meaning of the Act. The Association and the Board are parties to a collective negotiations agreement that expires on June 30, 2023.

The Board oversees a district that consists of one school, Prospect Park Elementary School, in Prospect Park, New Jersey, which provides educational services to students ranging from pre-kindergarten to eighth grade. (Buglione cert.) Beth Solloway is employed by the Board as a teacher. (Solloway and Buglione certs.) Solloway is the Co-President of the Association, and has served in that position for three years. (Solloway cert.) Solloway is also the Association's grievance chairperson. (Solloway cert.)

2/ While I am relying on the certifications provided in the instant matter to make my determination, the Association did not provide any caselaw establishing why concessions, settlement offers, or any sort of modification to the underlying conduct that is challenged by an interim relief petition would not be relevant in assessing whether irreparable harm continues to exist.

In her role as a co-president and grievance chairperson, Solloway initiates and processes grievances, works with the business office regarding payroll or health insurance issues, and attends Weingarten and Board meetings. (Solloway cert.) Notably, since the onset of the pandemic, all grievance committee meetings have been conducted remotely. (Buglione cert.) It is unclear from Solloway's certification what duties, qualifications and responsibilities her fellow co-president or other Association officers have. Without providing specifics, Solloway certifies that the other members of the grievance committee lack the required background to continue in her absence. Board meetings are held at a local municipal building, which is not owned by the school district. (Buglione cert.)

On Friday October 21, 2022, after students were dismissed for the day, a fellow teacher informed Solloway that a student asked the teacher if she was knew that there was a video of Solloway "cursing out a student." (Solloway cert.) Solloway replied that "it could not be possible since it never happened." (Solloway cert.) She then received a phone call at 3:30pm from Terri Baccaro, a fellow teacher and Association vice-president, who informed her that a *student* asked Baccaro if she knew that there was a video of Solloway cursing out a student. (Solloway cert.) Solloway again advised "that it had to be an untruth

because I know no such thing exists; I do not speak that way to students . . . .” (Solloway cert.)

Later that weekend on Sunday, October 23, 2022, Solloway missed a phone call from Dr. Tyeshia A. Reels, who is the Principal of the elementary school and Superintendent of the Board. (Solloway and Buglione certs.) Dr. Reels left a voicemail advising that she needed to speak with Solloway. (Solloway cert.) Solloway tried to return her call but was unsuccessful initially. (Solloway cert.) Solloway then received Facebook messenger communications from parents asking Solloway to call them as it was an emergency. (Solloway cert.) One of those parents sent the recording to Solloway, and she listened to it. (Solloway cert.) Shortly after listening to the recording that the parent had sent to her, Solloway then received a return call from Dr. Reels. (Solloway cert.) Dr. Reels advised Solloway that there was a recording of Solloway, the recording was “really, really bad,” and that she had been dealing with the recording and parents all day. (Solloway cert.) Solloway advised Dr. Reels that she already heard the recording and that she would not speak about anything, unless she had representation with her. They then arranged for Solloway to meet the following morning at the school at 9:00am with NJEA Uniserv Representative, Lori Cintron.

At the meeting on Monday, October 24, 2022, Solloway and Cintron met in the office of Dr. Stinson, the Director of

Curriculum and Instruction, while Dr. Reels participated by phone. Dr. Reels informed Solloway that she was being placed on paid administrative leave, that she was not to report to "school grounds" and that she could not call or email the school. She was also directed to make arrangements to drop off her keys and badge to the school. Solloway returned those items on October 27, 2022.

On November 1, 2022, Solloway discovered that she could not post lesson plans on the system. (Solloway cert.) Around this time, Dr. Reels sent a newsletter advising that "a concern [was] brought to [her] attention which required swift action and the need for a formal investigation." (Solloway cert.)

Solloway asserts that she was barred from conducting union business. Solloway attached to her certification an email chain dated November 15, 2022, in which a fifth grade teacher advises Dr. Reels that she was sending a link to an unidentified NJEA representative and Solloway so that they could attend a meeting to resolve an issue. (Solloway cert. Ex. A) Dr. Reels responded the same day advising that "legal counsel is of the opinion that Ms. Solloway should not participate in today's proceeding. Feel free to send the link to [NJEA Representative] Ms. Cintron so that she can join the meeting." (Solloway cert. Ex. A)

The certifications and submissions from both parties do not cite any contractual language that may govern union access

issues. During oral argument, I inquired of the parties' attorneys whether there was any negotiated language, either pursuant to the parties' contract or the Workplace Democracy Enhancement Act (WDEA), which addressed the specific parameters of the Association's access to Board property. The Board's attorney advised that no contract language addresses this dispute, and that the parties did not engage in negotiations relating to access to Board property following the passage of the WDEA. Association counsel did not dispute the representations of Board counsel.

APPLICABLE LEGAL STANDARDS

A charging party may obtain interim relief only under narrow and limited circumstances. To obtain relief, the moving party must demonstrate both that it has a reasonable probability of prevailing on the merits and that irreparable harm will occur if the requested relief is not granted. Crowe v. De Gioia, 90 N.J. 126, 132-34 (1982). Relief should not be granted where the underlying legal right is unsettled. Id. at 133 ("[T]emporary relief should be withheld when the legal right underlying plaintiff's claim is unsettled."). See also Waste Mgmt. v. Union County Utils. Auth., 399 N.J. Super. 508, 528 (App. Div. 2008) ("The time-honored approach in ascertaining whether a party has demonstrated a reasonable likelihood of success requires a determination of whether the material facts are in dispute and

whether the applicable law is settled.") Additionally, the public interest must not be injured by an interim relief order, and the relative hardship to the parties in granting or denying relief must be considered. Id. See also Whitmeyer Bros., Inc. v. Doyle, 58 N.J. 25, 35 (1971); State of New Jersey (Stockton State College), P.E.R.C. No. 76-6, 1 NJPER 41 (1975); Little Egg Harbor Tp., P.E.R.C. No. 94, 1 NJPER 37 (1975).

In its charge, and in its communications with Board counsel, the Association asserts that it has an "absolute right" to have Solloway, in her capacity as a union official, enter Board property to represent unit employees and conduct union business as well as the right to have a representative of its own choosing. It submits that it has a substantial likelihood of prevailing on the legal and factual merits of the charge because there is no justification for restricting Solloway's access to school property during her investigation or for restricting her from participating in a virtual grievance meeting. It maintains that the Association will suffer irreparable harm because there would be no adequate remedy that would enable the Association to return to the position it was in before the unfair practice occurred and grievance processing has effectively ceased. It also contends that even if another Association representative could handle a grievance, the Board cannot dictate the Association's choice of representative. Lastly, it contends that

there would be no public harm in permitting Solloway to enter school property, while grievance processing and other union business will be further delayed if interim relief is not granted.

The Board counters that the Association has not satisfied its burden to meet the high standards for interim relief. It submits that it has a well-established managerial prerogative to take precautions for the health, safety and welfare of students and to maintain order in the workplace. It also submits that it has a duty to ensure that staff exercise reasonable supervisory care for the safety of its students, and therefore, it has an interest in conducting thorough and accurate investigations of potential misconduct by employees. It maintains that the Association does not have a substantial likelihood of success because the Commission has recognized that when an employer places limits on the majority representative's access to unit members, the interest of the employee organization in having representatives of its own choosing is balanced with the right of the employer to maintain order in its workplace. Therefore, it contends that the Board acted lawfully when, following complaints from parents regarding Solloway's conduct as a teacher, it restricted her access to school grounds. The Board disputes that it in any way prohibited Solloway from communicating with unit employees. The Board contends that the Association cannot

demonstrate that it is suffering irreparable harm because all grievance meetings have been and will continue to be conducted virtually. Lastly, the Board maintains the dispute is moot.

ANALYSIS

This dispute implicates two general rights afforded to public employees and in turn, their majority representatives. First, public employees, including unrepresented employees, have a constitutional right to present grievances through their chosen representative. N.J. Const. Art. I, ¶19. The Act, pursuant to N.J.S.A. 34:13A-5.3, implements this right "through the use of majority representatives selected by the employees in an appropriate unit." Dover Tp., P.E.R.C. No. 77-43, 3 NJPER 81 (1977)(finding the employer violated Section 5.4a(5) and (1) of the Act when it refused to allow a union representative to participate in grievance hearing). Second, existing caselaw and relatively recent revisions to the Act pursuant to the Workplace Democracy Enhancement Act,[3/] afford certain rights of access to

3/ N.J.S.A. 34:13A-5.13, entitled "Access to members of negotiations units," provides in pertinent part: "a. Public employers shall provide to exclusive representative employee organizations access to members of the negotiations units... b. Access includes, but is not limited to, the following: (1) the right to meet with individual employees on the premises of the public employer during the work day to investigate and discuss grievances, workplace-related complaints, and other workplace issues;(2) the right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on the employer's premises to discuss workplace issues, collective

(continued...)

employers' property to effectuate the representation of public employees and obligate employers to negotiate the specific parameters of those access rights upon request by majority representatives. See e.g. Atlantic Cty. (Dept. of Corrections), H.E. No. 97-22, 23 NJPER 206 (¶28100 1997) aff'd at P.E.R.C. No. 98-8, 23 NJPER 466 (¶28217 1997) (finding that the complete denial of the union president's access to all county correctional facilities was unlawful); Rutgers (State University of New Jersey), D.U.P. No. 2023-8, 49 NJPER 162 (¶37 2022) (dismissing allegation that union representative had completely unfettered access to student healthcare center).

3/ (...continued)
negotiations, the administration of collective negotiations agreements, other matters related to the duties of an exclusive representative employee organization, and internal union matters involving the governance or business of the exclusive representative employee organization; and . . . e. Exclusive representative employee organizations shall have the right to use the email systems of public employers to communicate with negotiations unit members . . . . f. Exclusive representative employee organizations shall have the right to use government buildings and other facilities that are owned or leased by government . . . provided such use does not interfere with governmental operations . . . . g. Upon the request of an exclusive representative employee organization, a public employer shall negotiate in good faith over contractual provisions to memorialize the parties' agreement to implement the provisions of subsections a. through f. of this section . . . . The requirements set forth in subsections a. through f. of this section establish the minimum requirements for access to and communication with negotiations unit employees by an exclusive representative employee organization . . . ."

However, neither of these rights are absolute, as public employers also have recognized interests and rights under applicable caselaw. "When an employer places limits on the majority representative's access to unit members, the interests of the employee organization in having representatives of its own choosing is balanced with the right of the employer to maintain order in its work place." Newark State-Operated School District, H.E. No. 2004-18, 30 NJPER 238 (¶99 2004), adopted P.E.R.C. No. 2005-49, 31 NJPER 81 (¶38 2005) (explaining the lawfulness of employer restrictions on access to unit employees is dependent on the specific facts of each case). The Commission has been guided by private and public sector decisions that "permit an employer to enforce reasonable rules necessary to safeguard its property interests." Id. This fact-sensitive inquiry also considers not simply whether a particular representative can access employer property, but also what level of access is appropriate under the particular circumstances. Atlantic Cty., supra (concluding that some access restrictions imposed on union president may be valid where the contract did not guarantee access to the union office within the secure areas of the jail); Rutgers (State University of New Jersey), D.U.P. No. 2023-8, 49 NJPER 162 (¶37 2022) (dismissing claim that union representative had unfettered right of access to student healthcare center).

In applying this careful balancing test, the Commission has found that an employer acted lawfully when it denied a union's business agent access to its central office to represent unit employees in disciplinary and grievance hearings to protect the security of its computer system and it offered reasonable accommodations so that central office employees could be represented by other representatives or by the prohibited business agent at an alternate location. Newark State-Operated School District, supra. Similarly an employer may not impose a total ban on access to all of its premises, unless it has a substantial, legitimate business reasons. Atlantic Cty., supra.

With respect to the prohibition against Solloway entering school grounds, I conclude that the Association does not have a reasonable likelihood of success on the merits. The Board may ultimately prevail at a hearing because here its interest in safeguarding minors at school while conducting an investigation to ensure that it is complying with its obligations may very well qualify as a substantial and legitimate business interest, as they implicate not merely property interests but student welfare. See e.g., Warren Hills Reg. H.S. Dist. Bd. of Ed. and Warren Hills Reg. Ed. Ass'n, P.E.R.C. No. 82-8, 7 NJPER 445 (¶12198 1981), aff'd and rem'd to Law Div., NJPER Supp. 2d 126 (¶105 App. Div. 1982), certif. den. 92 N.J. 308 (1983) ("concern for the health, safety and welfare of students . . . [is] certainly a

managerial prerogative which cannot be bargained away.") There is no indication that the investigation into Solloway is a pretext or connected to protected activity, and her status as a union officer does not insulate her from an investigation.[4/] State of New Jersey (Juvenile Justice Comm'n), D.U.P. No. 2015-1, 41 NJPER 142 (¶47 2014), adopted P.E.R.C. No. 2015-31, 41 NJPER 243 (¶79 2014). There is no allegation that the investigation into Solloway is being conducted by the Board in a manner that is materially different than how other employees under investigation for similar misconduct have been treated. Solloway's own certifications support the view that management was responding to a developing situation as parents were contacting both her and Dr. Reels on a weekend about a recording of Solloway and that the recording actually exists, since Solloway certified that she was sent a copy of the recording by a parent and listened to it.

Moreover, if the results of the investigation substantiate that Solloway was captured on a recording "cursing out" a child or engaging in similar behavior, then those results will likely

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4/ Solloway's certification attempts to connect the mayor of the township with the investigator retained to examine her alleged misconduct by asserting that the mayor has animus towards the Association. It is unclear how this attempted connection has any legal relevance to the Crowe factors. There is simply nothing in Solloway's certification that suggests the investigation resulted from anything other than a recording capturing her alleged misconduct as a teacher after it was brought to the attention of management by concerned parents.

strengthen the Board's defense. Where, as in this matter, a public employer has a colorable managerial prerogative to justify its decision to pursue a particular contested action, interim relief is typically denied. See e.g., Essex Cty. (Corrections), I.R. No. 2023-8, 49 NJPER 314 (¶74 2022) (providing detailed overview of Commission designee decisions denying interim relief where a colorable managerial prerogative defense has been asserted). Thus, critical questions of law and fact preclude interim relief with respect to Solloway's ability to enter school grounds pending the investigation.

The Association in its charge also alleges a violation of Section 5.4a(2). However, this subsection's prohibition against the domination of an employee organization has never been so broadly construed that it would invalidate an employer's reasonable restriction on its property. Violations under this subsection require a showing of "pervasive employer control or manipulation of the employee organization itself." North Brunswick Tp. Bd. of Ed., P.E.R.C. No. 80-122, 6 NJPER 193, 194 (¶11095 1980). Here, it is clear from Solloway's own certification that the Board's investigation, which impacts the Association's choice of representative, was only undertaken in response to parents' complaints about Solloway's conduct and the existence of a recording, rather than some broader effort by the Board to control the Association.

None of the cases relied upon by the Association establish that its representatives have an absolute right of access to employer property. Atlantic Cty., supra, (concluding that the employer may be able to restrict the union president's access and questions concerning the scope of the access should be addressed by the parties' grievance procedure). The enactment of the WDEA underscores that the right is not absolute, as it provides a framework for employers and majority representatives to negotiate the specific parameters for access. Classical Academy Charter School, D.U.P. No. 2022-1, 48 NJPER 113 (¶29 2021). While the Association points out that the misconduct allegedly committed by union representatives in other matters is arguably worse than the misconduct here, this position is unavailing. Importantly, these types of disputes are fact-sensitive inquiries, and the alleged misconduct of other union representatives is not the applicable legal standard. Also, this position overlooks that other union representatives were lawfully denied access for alleged misconduct that did not implicate the safety and welfare of students or employees. See e.g., Newark State-Operated School District, supra (finding employer's restrictions on union representatives's access were reasonable to protect security of computer systems).

Having determined that the Association does not have a reasonable likelihood of success challenging the Board's

prohibition against Solloway entering school grounds, no further analysis is warranted under the remaining factors. Crowe, supra (explaining substantial likelihood of success is a prerequisite for obtaining interim relief). See also, Paterson State Operated School District, I.R. No. 2021-25, 47 NJPER 510 (¶120 2021) (citing Harvey Cedars Bor., I.R. No. 2020-4, 46 NJPER 261 (¶64 2019)); Irvington Tp., I.R. No. 2019-7, 45 NJPER 129 (¶34 2018); Rutgers, I.R. No. 2018-1, 44 NJPER 131 (¶38 2017); New Jersey Transit Bus Operations, I.R. No. 2012-17, 39 NJPER 328 (¶113 2012).

With respect to the Board's prohibition against Solloway's access to virtual grievance committee meetings or other labor-management meetings that are conducted remotely, I find that the Association has a substantial likelihood of success. It is clear from the Board's certification and the Association's Exhibit A, that grievance committee meetings have been conducted remotely for years and at the time of the events leading up to this charge. When Dr. Reels advised that Solloway should not be involved in the November 15 virtual grievance committee meeting, no explanation was provided. Based on the submissions and certifications provided, I am unable to discern any colorable managerial prerogative for that decision related to property interests, workplace order or student welfare, let alone any substantial, legitimate business reasons. Commission designees

have granted interim relief where the asserted managerial prerogatives appear untethered to the employer's conduct. See e.g., Bergen Cty. Sheriff's Office, I.R. No. 2019-006, 45 NJPER 123 (¶33 2018)(finding a reasonable likelihood of success on the merits where there was no colorable managerial prerogative to support a number of staffing changes and the transfer of unit work).

Having found that the Association has a reasonable likelihood of success with respect to the Board's denial of Solloway's remote access, the next factor is whether irreparable harm will occur if interim relief is not granted. Here however, there is little factual or legal support for a finding of irreparable harm. Although the Association and Solloway assert that she is the only one in union leadership with the knowledge or background to process grievances, no specific facts are provided in support. It is unclear why her fellow co-President or any other union officers lack the knowledge or skills to effectively process grievances for unit employees. It is also unclear why Solloway's fellow co-president or other union officers would not be qualified to meet with administrator, act as a Weingarten representative or otherwise represent unit employees in her absence.[5/] Board meetings are conducted at a

5/ Assuming Solloway had a substantial likelihood of success to enter school grounds, the Association would not be able to (continued...)

local municipal building, which is not owned by the school district, so the investigation has no impact on her ability to attend meetings there. Moreover, there is no indication from the certifications that Solloway is actively involved in contract negotiations, which has been a factor in other interim relief matters.[6/] See e.g. Middlesex Bd. of Ed., I.R. No. 2019-1, 45 NJPER 48 (¶14 2018); Liberty Academy Charter School,I.R. No. 2011-28, 37 NJPER 28 (¶9 2010). Even if she were, any negotiations or other meetings may be conducted remotely or at another mutually convenient location, such as the local municipal building that is used for Board meetings.

While there is an insufficient basis to support a finding of irreparable harm, the balancing the equities in this matter support a determination that Solloway is afforded the opportunity to conduct union business remotely. The Board and the Association have used remote technology to effectively process grievances for years and were continuing to rely on it when this

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5/ (...continued)
show that her unavailability to act as Weingarten representative constitutes irreparable harm. The Commission, following private sector precedent, has previously determined that Weingarten does not necessarily afford a right to a particular union representative. Irvington Bd. of Ed., P.E.R.C. No. 2016-62, 42 NJPER 472 (¶128 2016) (finding no Weingarten violation where the preferred union representative was not available due to a training).

6/ I note that the precedential value of interim relief determinations is, at best, unclear.

dispute arose. There is absolutely no harm to the public interest in permitting Solloway to use an existing technology that the parties have relied upon to conduct union business, the Board would suffer no hardship, and the Association would avoid delays to union business.

Accordingly, I partially grant the application as set forth in the order below pursuant to N.J.A.C. 19:14-9.5(a). This case will be transferred to the Director of Unfair Practices for further processing.

ORDER

The Association's application for interim relief is denied to the extent it seeks to require that Association Co-President Beth Solloway have access to school grounds.[7/] The application is granted to the extent it seeks to have Beth Solloway conduct union business remotely. Therefore, the Board is restrained from refusing the Association Co-President, Beth Solloway, the opportunity to conduct union business remotely,[8/] including grievance committee meetings.

/s/ Christina Gubitosa
Commission Designee

DATED: February 27, 2023
Trenton, New Jersey

7/ As it is unclear from the certification whether Solloway was prohibited from accessing Board property on which the school is situated or all property that the Board owns or leases, to the extent there is any difference between the two, I will follow the former interpretation, which is the least restrictive interpretation, for purposes of this Order.

8/ This Order includes the use of phone, email and any other technology that the parties have historically used to enable remote participation.