

Before the School Ethics Commission
Docket No.: C23-24
Decision on Probable Cause

Natalia Ioffe,
Complainant

v.

Dejon Morris,
Jersey City Board of Education, Hudson County,
Respondent

I. Procedural History

The above-captioned matter arises from a Complaint that was filed with the School Ethics Commission (Commission) on February 28, 2024,¹ by Natalia Ioffe (Complainant), alleging that Dejon Morris (Respondent), a member of the Jersey City Board of Education (Board), violated the School Ethics Act (Act), *N.J.S.A.* 18A:12-21 *et seq.* More specifically, the Complaint avers that Respondent violated *N.J.S.A.* 18A:12-24(b),² as well as *N.J.S.A.* 18A:12-24.1(e) of the Code of Ethics for School Board Members (Code). On April 9, 2024, Respondent filed a Written Statement.

The parties were notified by correspondence dated September 17, 2024, that the above-captioned matter would be discussed by the Commission at its meeting on September 24, 2024, in order to make a determination regarding probable cause. Following its discussion on September 24, 2024, the Commission adopted a decision at its meeting on October 22, 2024, finding that there are insufficient facts and circumstances pled in the Complaint and in the Written Statement to lead a reasonable person to believe that the Act was violated as alleged in the Complaint.

II. Summary of the Pleadings

A. *The Complaint*

Per Complainant, Respondent was elected to the Board on November 7, 2023, and prior to being sworn in, attended the “NJ League of Municipalities” conference (Conference). Thereafter, Complainant provides the following timeline of events:

¹ Complainant filed an Amended Complaint on March 8, 2024, to add additional factual allegations.

² Complainant asserts a violation of *N.J.S.A.* 18A:12-24.1(b); however, the cited language is representative of *N.J.S.A.* 18A:12-24(b).

- On November 14, 2023, (prior to his Board membership), Respondent contacted Complainant “inquiring whether it was too late to bid with the [Board], and indicating that law firms at the [Conference] in Atlantic City were asking him about it.”
- On November 17, 2023, Respondent contacted Complainant to inform her that while he was at the Conference, “he engaged in conversation with Mr. Elnardo Webster Jr. on the topic of legal services for the [Board] and Mr. Webster subsequently recommended a legal firm named ‘Souder, Shabazz & Woolridge Law Group’ [(the firm)].”
- Complainant maintains that “another attendee” of the Conference informed Complainant that Respondent said he has “personally met with the representatives” of the firm.
- Respondent “shared that he had made personal contact with representatives of [the firm] and suggested that [Complainant] should meet with them in [her] capacity as the [Board] President, which [she] declined explaining that any potential vendor . . . must follow the [Request for Proposal (RFP)] process and any personal engagement would be unethical.”
- On December 8 and 26, 2023, Respondent discussed the firm during a group meeting, “mentioning that he has met with representatives of the group in Atlantic City over drinks, and praised the potential merits of the firm.”
- On January 2, 2024, the Board issued an RFP for legal services.
- On January 11, 2024, Respondent was sworn in to the Board.
- On January 12, 2024, the Board received responses to the RFP for legal services and the firm was one of the applicants.
- On January 25, 2024, at a Board meeting, Respondent “argued in favor” of the firm. A representative from the firm was present at the Board meeting.
- At the February 26, 2024, Board meeting, Respondent “tried to force the vote” for the firm prior to any executive session and to any additional discussions.
- Complainant expressed her concerns with Respondent’s promotion of the firm with Respondent and noted it was unethical and she would be filing a complaint.
- At the February 29, 2024, Board meeting, the Jersey City Education Association (JCEA) President stated that Respondent “admitted to him that representatives of [the firm] bought him dinner” at a hotel in Atlantic City.
- At that same meeting, Respondent “defended his reasons for advocating for the firm” and then “passed the floor to Trustee [Barkouch] who motioned to remove the Board [Vice President] from her position” and Respondent seconded the motion.

- Complainant notes that since being elected to the Board, Respondent “has made frequent references to his firearm, which exacerbated concerns for [s]afety,” namely on December 8, 2023, January 16, 2024, February 29, 2024, and March 1, 2024.
- On March 24, 2024, Respondent sent an email to the Business Administrator (BA), “requesting to execute a contract for legal counsel for” the firm, referencing the vote that took place while the meeting was in recess.

Based on this information, Complainant asserts Respondent violated *N.J.S.A.* 18A:12-24(b) because his “persistent attempts to facilitate the hiring process for [the firm],” using his official position as a Board trustee, provide the firm with an unwarranted advantage in seeking employment; and violated *N.J.S.A.* 18A:12-24.1(e) because his “personal meetings with [the firm] and public acknowledgements of this fact indicate a ‘personal promise and/or private action’ that compromised the [B]oard.”

B. *Written Statement*

Respondent initially indicates that he had previously worked with, or on behalf of, many State and local public officials in the area, and in an effort to “hit the ground running once he was sworn in,” Respondent believes there was nothing wrong with attending the Conference. Respondent admits to texting Complainant on November 14, 2023, to inform her that “there were law firms at the convention interested in being considered as the Board’s legal counsel and inquired about the process,” and Complainant informed him that the Board would be issuing an RFP soon. Respondent admits attending a reception on November 15, 2023, at the Borgata that was sponsored by two companies and notes that such receptions “typically offer free food and beverages, and this one was no different.” Respondent further notes “it was a common, accepted and entirely lawful practice for vendors and professional services firms to interact with elected public officials in a convention setting . . . to provide information about goods or services they offer and, essentially, to market themselves.” Per Respondent, at this reception, one of the hosts introduced Respondent to a representative of the firm, and because he was impressed by them, he shared his view with Complainant. Respondent maintains that the RFP process was already underway before Respondent was sworn in to the Board, and therefore, at the February 26, 2024, Board meeting, he “attempted to make a motion to appoint [the firm].” According to Respondent, “the appointment of legal counsel had been lingering for over a month, with unfair and inaccurate rumors circulating about the appointment process and [R]espondent’s role in it. He felt he had all the information he needed to make the appointment, and hoped that his Board colleagues did as well.”

Respondent provides that he “voiced his displeasure with how the” Board President and Vice President were discharging their responsibilities at the February 29, 2024, Board meeting, and after Respondent’s remarks, Board member Barkouch made a motion to remove the Vice President, and Complainant, in an attempt to dismiss the vote, declared a recess and left the meeting, along with the Superintendent and two other Board members; however, because a quorum still remained at the meeting, the remaining Board members voted to remove Complainant and the Vice President as officers of the Board and replace them with Respondent as President and Board member Barkouch as Vice President.

As to the allegations, Respondent initially argues that the Commission does not have jurisdiction over Respondent's actions before he was a Board member. Furthermore, even if Respondent was a Board member when he attended the Convention, "there was nothing inappropriate about chatting with [representatives of the firm] at the reception in question" as the convention setting was open to all.

Regarding a violation of *N.J.S.A.* 18A:12-24(b), Respondent maintains that Complainant needed to provide more evidence than Respondent's "vigorous support for a firm he met at a convention several months earlier." Complainant has not provided any evidence to demonstrate that Respondent had an "expressed or implied agreement to advocate for [the firm's] appointment in return for something of value" nor that the "recent lawyer-client relationship between [the firm] and [R]espondent might give rise to a 'personal benefit' to [R]espondent." Respondent notes that Complainant's allegations that the firm "wined and dined" Respondent are based on "double- or triple-hearsay," and Respondent denies this claim.

As to a violation of *N.J.S.A.* 18A:12-24.1(e), Respondent asserts Complainant has not provided any evidence to support that Respondent "made personal promises or took action beyond the scope . . . to compromise the board." Respondent argues he has made it clear that there was nothing unethical about his support for the firm nor about his making a motion to appoint the firm during the course of a Board meeting. Respondent further argues he did not interfere in any way with the RFP process and Complainant has not provided any evidence to the contrary.

Regarding Complainant's allegations about Respondent's service revolver, Respondent notes Complainant did not provide any evidence to show that Respondent brought his weapon to a meeting or that he threatened Complainant or anyone else with physical violence.

Respondent maintains that Complainant "was unprepared and panicked when [R]espondent and other Board members refused to follow her lead" and instead of allowing the process to "play out," Complainant attempted to "thwart the will of the majority, and has initiated these proceedings in the hope of generating unfavorable publicity for him in the Jersey City school community."

III. Analysis

This matter is before the Commission for a determination of probable cause pursuant to *N.J.A.C.* 6A:28-9.7. A finding of probable cause is not an adjudication on the merits but, rather, an initial review whereupon the Commission makes a preliminary determination as to whether the matter should proceed to an adjudication on the merits, or whether further review is not warranted. Pursuant to *N.J.A.C.* 6A:28-9.7(a), probable cause "shall be found when the facts and circumstances presented in the complaint and written statement would lead a reasonable person to believe that the Act has been violated."

Alleged Violations of the Act

Complainant submits that, based on the conduct more fully detailed above, Respondent violated *N.J.S.A.* 18A:12-24(b), and this provision of the Act states:

b. No school official shall use or attempt to use his official position to secure unwarranted privileges, advantages or employment for himself, members of his immediate family or others;

Complainant further submits that Respondent violated *N.J.S.A.* 18A:12-24.1(e), and this provision of the Code provides:

e. I will recognize that authority rests with the board of education and will make no personal promises nor take any private action that may compromise the board.

N.J.S.A. 18A:12-24(b)

In order to credit a violation of *N.J.S.A.* 18A:12-24(b), Complainant must provide sufficient factual evidence that Respondent used or attempted to use his official position to secure an unwarranted privilege, advantage or employment for himself, members of his immediate family, or “others.”

After review, the Commission finds that there are insufficient facts and circumstances presented in the Complaint and the Written Statement to lead a reasonable person to believe that *N.J.S.A.* 18A:12-24(b) was violated. The Commission notes that board members are permitted to have opinions on or support certain vendors that may contract with the board. In this circumstance, without more, Respondent’s introduction to the law firm before he was sworn into the Board does not establish that he has a conflict with respect to the law firm, such that he was prohibited from advocating for or voting on the firm. To the extent that Complainant alleges there was a quid pro quo, the Commission notes that it would have occurred prior to Respondent’s membership on the Board, and the Commission does not have jurisdiction over the actions of board members-elect until they are officially sworn in as board members. Accordingly, and pursuant to *N.J.A.C.* 6A:28-9.7(b), the Commission dismisses the alleged violation of *N.J.S.A.* 18A:12-24(b).

N.J.S.A. 18A:12-24.1(e)

Pursuant to *N.J.A.C.* 6A:28-6.4(a), factual evidence of a violation of *N.J.S.A.* 18A:12-24.1(e) shall include evidence that Respondent made personal promises or took action beyond the scope of his duties such that, by its nature, had the potential to compromise the board.

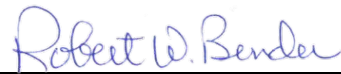
Following its assessment, the Commission finds that there are insufficient facts and circumstances presented in the Complaint and the Written Statement to lead a reasonable person to believe that *N.J.S.A.* 18A:12-24.1(e) was violated. Respondent’s contact with the firm at the Conference occurred before he was sworn in as a Board member, and the Commission does not

have jurisdiction over individuals until they are school officials. While being “wined and dined” by a law firm seeking to become counsel to the Board may have been inappropriate behavior for Respondent as a Board member-elect, it is outside the scope of the Act as it occurred before he was a Board member. Consequently, and pursuant to *N.J.A.C. 6A:28-9.7(b)*, the Commission dismisses the alleged violation of *N.J.S.A. 18A:12-24.1(e)*.

IV. Decision

In accordance with *N.J.S.A. 18A:12-29(b)*, and for the reasons detailed herein, the Commission hereby notifies Complainant and Respondent that there are insufficient facts and circumstances pled in the Complaint and in the Written Statement to lead a reasonable person to believe that the Act was violated as alleged in the Complaint and, consequently, dismisses the above-captioned matter. *N.J.A.C. 6A:28-9.7(b)*.

The within decision is a final decision of an administrative agency and, therefore, it is appealable only to the Superior Court-Appellate Division. *See, New Jersey Court Rule 2:2-3(a)*. Under *New Jersey Court Rule 2:4-1(b)*, a notice of appeal must be filed with the Appellate Division within 45 days from the date of mailing of this decision.



Robert W. Bender, Chairperson

Mailing Date: October 22, 2024

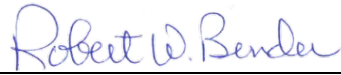
***Resolution Adopting Decision
in Connection with C23-24***

Whereas, at its meeting on September 24, 2024, the School Ethics Commission (Commission) considered the Complaint and the Written Statement submitted in connection with the above-referenced matter; and

Whereas, at its meeting on September 24, 2024, the Commission discussed finding that the facts and circumstances presented in the Complaint and the Written Statement would not lead a reasonable person to believe that the Act was violated and, therefore, dismissing the above-captioned matter; and

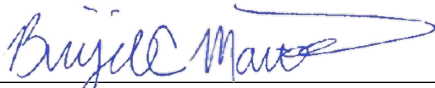
Whereas, at its meeting on October 22, 2024, the Commission reviewed and voted to approve the within decision as accurately memorializing its actions/findings from its meeting on September 24, 2024; and

Now Therefore Be It Resolved, that the Commission hereby adopts the decision and directs its staff to notify all parties to this action of its decision herein.



Robert W. Bender, Chairperson

I hereby certify that the Resolution was duly adopted by the School Ethics Commission at its public meeting on October 22, 2024.



Brigid C. Martens, Director
School Ethics Commission