

SANDRA RAGOO-MOHAMMED, :  
 :  
 PETITIONER, :  
 : COMMISSIONER OF EDUCATION  
 V. :  
 :  
 : DECISION  
 STATE-OPERATED SCHOOL DISTRICT :  
 OF THE CITY OF NEWARK, ESSEX :  
 COUNTY, :  
 :  
 RESPONDENT. :

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SYNOPSIS

Petitioner alleged that the respondent’s elimination of her position was an action taken in bad faith. Petitioner had taught in the Newark School District for ten years prior to serving as a non-tenured interim department chairperson under separate one-year contracts for the 2010-11 and 2011-12 school years. A restructuring occurred at the end of the 2011-12 school year, which resulted in three fewer department chairperson positions for the 2012-13 school year – including petitioner’s non-tenured administrator position. Petitioner subsequently executed a transfer agreement for a position as a high school health teacher for the 2012-13 school year. Petitioner claimed, *inter alia*, that the restructuring which eliminated her administrative position constituted a “reduction in force” (RIF) in bad faith, that the principal who instituted the restructuring was not authorized to carry out such action, and that she was not advised of her legal rights when presented with the transfer agreement. The parties filed cross motions for summary decision.

The ALJ found, *inter alia*, that: there are no genuine issues of material fact in this case, and the matter is ripe for summary decision; there was no violation of petitioner’s tenure rights, as her contract for the non-tenured administrator position had expired and she retained her rights to her tenured position as a teacher through execution of the transfer agreement; petitioner elected to apply to return to the role of teacher rather than seek another position as an administrator; a RIF is an action whereby the employment of tenured employees are eliminated district-wide, pursuant to a statutory process as set forth in *N.J.S.A. 18A:28-9 et seq.*; there was no RIF by the respondent regarding the petitioner and, therefore, no bad faith reduction in force; the transfer agreement was unambiguous and clear, and respondent was under no obligation to specifically spell out petitioner’s rights under the agreement; petitioner was under no timeline regarding review of the transfer agreement, and had ample opportunity to seek legal advice prior to signing it. The ALJ concluded that petitioner’s contract as a non-tenured administrator expired on June 30, 2012, granted respondent’s motion for summary decision, and dismissed the petition.

Upon comprehensive review, the Commissioner concurred with the ALJ’s findings and conclusions, and adopted the Initial Decision of the OAL as the final decision in this matter. The petition was dismissed.

This synopsis is not part of the Commissioner’s decision. It has been prepared for the convenience of the reader. It has been neither reviewed nor approved by the Commissioner.

OAL DKT. NO. EDU 12708-12  
AGENCY DKT. NO. 253-9/12

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The record of this matter and the Initial Decision of the Office of Administrative Law have been reviewed. The parties did not file exceptions to the Initial Decision.<sup>1</sup>

Upon a comprehensive review of the record in this matter, the Commissioner concurs with the Administrative Law Judge that the respondent is entitled to summary decision. Accordingly, the recommended decision of the OAL is adopted as the final decision in this matter for the reasons stated therein and the instant Petition of Appeal is hereby dismissed.

IT IS SO ORDERED.<sup>2</sup>

COMMISSIONER OF EDUCATION

Date of Decision: July 22, 2013

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<sup>1</sup> Although petitioner requested, and was granted, a 30-day extension of time in which to file exceptions to the Initial Decision, no exceptions were filed.

<sup>2</sup> This decision may be appealed to the Appellate Division of the Superior Court pursuant to *P.L. 2008, c. 36*. (*N.J.S.A. 18A:6-9.1*)