

New Jersey Commissioner of Education

Decision

Gene Queval,

Petitioner,

v.

Board of Education of the City of
Trenton, Mercer County,

Respondent.

Synopsis

Petitioner – formerly employed by the respondent Board’s school district – claimed that the Board violated his tenure rights under *N.J.S.A. 18A:17-2* when it terminated him from his position as an Account Payables Specialist (APS) without filing tenure charges. The Board contends that petitioner was not a tenured employee when he was terminated, as he had voluntarily relinquished any tenure rights he had acquired under *N.J.S.A. 18A:17-2* when he accepted a promotion in 2009 to APS – a position that is neither a secretarial nor a clerical position – and, therefore, the filing of tenure charges was not necessary.

The ALJ found, *inter alia*, that: the issue here is whether the duties of petitioner’s position as an APS could be characterized as secretarial or clerical in nature, such that petitioner would have obtained tenure in that position under *N.J.S.A. 18A:17-2*, and therefore would have held tenure at the time of his termination; petitioner voluntarily accepted a promotion to the position of APS from his previous position as APC in 2009; the work performed by the petitioner as an APC required only general office work; when he accepted the APS position, petitioner was required to audit, analyze, examine, and reconcile documents and prepare contracted purchase orders and invoices for payment on behalf of the Board; petitioner was also assigned a new function of tracking utilities; the APS position involved independent problem solving and exercising discretionary authority when performing his duties; further, while serving as APS, the petitioner was disciplined for failing to perform all of his duties. The ALJ concluded as a matter of law that petitioner relinquished the tenure rights he had acquired as an APC by voluntarily accepting the APS position and attendant salary increase. Accordingly, the ALJ affirmed the Board’s action to terminate petitioner’s employment and dismissed the petition.

Upon review, the Commissioner concurred with the ALJ’s well-reasoned findings of fact and conclusions of law and adopted the Initial Decision as the final decision in this matter. In so doing, the Commissioner found, *inter alia*, that tenure rights are statutory, not contractual; tenure can only be secured when the precise conditions articulated in the applicable statute are met; and the burden of proving entitlement to tenure protections falls on the employee. *DiNapoli v. Bd. of Educ. of Twp. of Verona*, 434 *N.J. Super.* 233, 237 (App. Div. 2014). Accordingly, 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.

184-23
OAL Dkt. No. 14298-18
Agency Dkt. No. 208-8/18

New Jersey Commissioner of Education
Final Decision

Gene Queval,

Petitioner,

v.

Board of Education of the City of Trenton,
Mercer County,

Respondent.

The record of this matter, the Initial Decision of the Office of Administrative Law (OAL), the exceptions filed by petitioner pursuant to *N.J.A.C. 1:1-18.4*, and the Board's reply thereto, have been reviewed and considered.

This matter concerns petitioner's claim that the Board violated the tenure rights he acquired under *N.J.S.A. 18A:17-2* when it terminated him from his position as Accounts Payable Specialist (APS). The Board contends that while petitioner acquired tenure under *N.J.S.A. 18A:17-2* in his previous position as Accounts Payable Clerk (APC), he voluntarily relinquished those tenure rights when he accepted a promotion to APS in 2009 – a title is which is neither a secretarial nor a clerical position – and thus was not a tenured employee when he was terminated. Petitioner also alleges that the Board violated the New Jersey Open Public Meetings Act (OPMA), *N.J.S.A. 10:4-6 to -21*, when it terminated him on June 26, 2018, without discussing his employment during the public session.

The Administrative Law Judge (ALJ) concluded that because the APS position was neither secretarial nor clerical in nature, petitioner did not acquire tenure as an APS under *N.J.S.A. 18A:17-2*. In her analysis, the ALJ carefully compared petitioner's job duties as an APC with his job duties as an APS. The ALJ found that the APS position required petitioner to perform tasks beyond routine clerical work including auditing, analysis, independent problem solving and the exercise of discretionary authority when determining whether invoices should be paid. The ALJ further concluded as a matter of law that petitioner relinquished the tenure rights he acquired as an APC by voluntarily accepting the APS position and attendant salary increase. Finally, the ALJ found that petitioner did not offer any evidence to support his OPMA claim and no longer wished to pursue it.

In his exceptions, petitioner argues that the ALJ ignored witness testimony which established that the APS position was "a tenure-eligible clerical position" in which he acquired tenure because he continued to perform clerical duties that involved little to no independent judgment or discretionary authority. He also argues that the ALJ erred as a matter of law by concluding that he surrendered his tenure rights by accepting the APS position because he never knowingly or voluntarily waived those rights. He further argues that the ALJ's dismissal of his OPMA claim on the basis that he failed to pursue it is contradicted by the record.

In reply, the Board asserts that the ALJ correctly assessed the record, including the witness testimony, when she concluded that the APS position was not clerical in nature and thus not tenure-eligible under *N.J.S.A. 18A:17-2*. It also asserts that the ALJ appropriately rejected petitioner's argument that he still held tenure rights to the APC position despite having

voluntarily accepted the promotion to the APS position. It further asserts that because petitioner has offered no evidence to support his OPMA claim, the ALJ properly dismissed it.

Upon review, the Commissioner concurs with the ALJ's well-reasoned findings of fact and conclusions of law. "Tenure rights are statutory and not contractual." *DiNapoli v. Bd. of Educ. of Twp. of Verona*, 434 N.J. Super. 233, 237 (App. Div. 2014). "To acquire the security of tenure, the precise conditions enunciated in the applicable statute must be met." *Id.* at 237-38. "The employee shoulders the burden of establishing entitlement to tenure protection, which ordinarily must be clearly proven." *Id.* at 238. "A mere overlap in duties . . . does not mean that two positions are equivalent for tenure purposes." *Denney v. Bd. of Educ. of Passaic Cnty. Reg'l High Sch. Dist. #1*, 131 N.J. 626, 640 (1993). "If a newly-created position is similar to a tenure holder's abolished position but also requires additional duties or different responsibilities, then the newly-created position is not considered to be substantially similar to the former position." *Ibid.*

Petitioner's claim that the APS position is a tenure-eligible clerical position, substantially similar to the APC position, is not supported by the facts in evidence. It is uncontested that petitioner acquired tenure in the APC position pursuant to N.J.S.A. 18A:17-2(b)(1), which provides that "[a]ny person holding any secretarial or clerical position or employment under a board of education of any school district" acquires tenure following three years of employment. However, effective July 1, 2008, the Board reclassified petitioner's position from an APC to an APS, and abolished the APC position. Although petitioner's former supervisor testified that he approached her twice about reclassifying his position, he denied doing so. She further testified that she initially declined to request a reclassification but did so once petitioner agreed to take

on additional responsibilities, including conducting audits, authorizing vendor payments, and tracking school utilities. In any event, petitioner never objected to the reclassification. On the contrary, he signed an employment contract on May 14, 2009, agreeing to employment as an APS for the 2009-2010 school year and signed similar contracts annually through May 2018. There is nothing in the record to indicate that he was informed that his tenure rights would be impacted by the reclassification.

The documentary and testimonial evidence in the record support the ALJ's finding that the APS position was neither secretarial nor clerical in nature. In particular, the APC job description states that the employee is responsible for, among other duties, "assist[ing] in the payment of purchase orders" and "assist[ing] in the auditing, and reconciling receipts and invoices to purchase orders." The APS job description, by comparison, states that the "job goal" is "performing audit and preparation of contracted purchase orders and invoices for payment on behalf of the [Board]." More specifically, the employee is "[r]esponsible for auditing, reconciling invoices to Purchase Orders (POs), shipping documentation and preparing all purchase orders for payment" as well as "reconciling vendor statements quarterly." The job descriptions establish that while the APC had a supportive, secondary role in these tasks, the APS is responsible for completing them independently.¹

The testimony from three of petitioner's former supervisors bolsters this conclusion. They each testified that petitioner's duties as APS were not primarily clerical in nature. Instead, petitioner was expected to review, analyze, and audit documents including purchase orders,

¹ Additionally, per the job descriptions, APC candidates were required to have a high school diploma or GED, plus at least five years of experience in data entry or a two-year technical/college degree, while APS candidates need a high school diploma plus five years of experience in accounts payable, among other experience.

invoices, and vouchers for accuracy to determine whether a vendor should be paid. If petitioner discovered a discrepancy, he was expected to resolve it. Based upon the status of the documentation, petitioner was tasked with independently determining whether to approve or refuse payment to vendors. He was also expected to apply discounts or other price adjustments when appropriate. This differed substantially from his role as an APC, in which he did not analyze or audit purchase orders or related documentation and lacked authority to determine whether a vendor should be paid.

Although much of petitioner's testimony consisted of self-serving, blanket denials of any change in his duties following the reclassification, he admitted that: (1) he analyzed open purchase orders as an APS; (2) how he handled purchase orders as an APS became more complicated and involved investigation; and (3) he had authority to pay vendors. Contrary to his assertions, the fact that he continued to perform incidental clerical tasks such as filing and data entry as an APS, along with the new analytical, auditing, and discretionary functions, does not support the conclusion that the APS position is predominantly clerical in nature or substantially similar to the APC position.

Next, petitioner's claim that he did not knowingly and voluntarily waive his secretarial tenure rights by accepting the APS position is contradicted by both the plain language of *N.J.S.A. 18A:17-2* and controlling appellate case law. *N.J.S.A. 18A:17-2(b)(1)* states that "[a]ny person holding any secretarial or clerical position or employment under a board of education of any school district . . . shall not be dismissed or suspended or reduced in compensation, except for neglect, misbehavior or other offense and only in the manner prescribed by . . ." applicable tenure laws.

In *DiNapoli*, 434 N.J. Super. at 239-40, citing the statute's plain language, the Appellate Division concluded that "N.J.S.A. 18A:17-2 authorizes tenure to be maintained only while the employee serves in a secretarial position, office or employment." Consequently, it held that a Board employee who voluntarily transferred from a secretarial position to a distinct, non-secretarial position "abandoned" her secretarial tenure rights and "relinquished her right to 'bump back' into a secretarial position." *Id.* at 240-241, 246. It rejected the petitioner's arguments that something more "than [her] acceptance of a non-tenurable position" was required "to demonstrate an intention to relinquish her clerical tenure rights." *Id.* at 246-49. Here, petitioner's attempt to distinguish *DiNapoli* on its facts by claiming that it did not involve an employee who changed positions but continued to perform the same duties is unavailing. As discussed herein, petitioner did not continue to perform the same duties once he became an APS.

Petitioner asserts that *Quinlan v. Board of Education of the Township of North Bergen*, 73 N.J. Super. 40 (App. Div. 1962), is analogous to the present matter because the employee there changed positions but continued to perform the same duties and therefore retained her secretarial tenure rights. However, *Quinlan* is distinguishable on its facts. There, the Board appointed the employee, who initially worked solely as a tenured clerk, to a "hybrid position of clerk-attendance officer" in which she then worked "as both a clerk and an attendance officer." *Id.* at 45-46. The court reasoned that under this arrangement, the Board "chose to preserve [the employee's] status as a clerk, and to give her the additional post of attendance officer." *Id.* at 46. By contrast, in this case, the Board in no way preserved petitioner's status as an APC; it abolished that position as part of the reclassification. Furthermore, nothing in the record

establishes that the APS position encompassed all of petitioner's APC duties and responsibilities. As demonstrated by the job descriptions, the APS position was an entirely distinct position with different duties and qualifications. Additionally, petitioner's employment contracts make clear that he ceased holding the position of APC once he signed an employment contract in May 2009, agreeing to work as an APS for the 2009-2010 school year; he went on to sign similar contracts thereafter.

Petitioner's reliance upon *Keaney v. Board of Education of the Township of Bloomfield, Essex County*, EDU 5881-03, Agency Dkt. No. 128-4/03, Initial Decision at 6-7 (July 28, 2005), adopted by Comm'r (Aug. 31, 2005) is unpersuasive. There, the Commissioner agreed with the ALJ that a tenured janitorial employee who voluntarily accepted a promotion to maintenance supervisor did not "knowingly and intelligently waive[] his tenure as a janitorial employee when he assumed the title of supervisor" because "[h]is duties remained in the field of maintenance and skilled trades." *Id.* at 11-12. At the outset, *Keaney* is distinguishable because it concerns the janitorial employee tenure statute, *N.J.S.A.* 18A:17-3, which is inapplicable here. Moreover, the ALJ in that case found that, as a result of the promotion, the employee "assume[d] greater responsibility in his area of tenure." *Id.* at 19. Here, however, the record establishes that petitioner took on additional responsibilities outside his area of tenure. The auditing, problem-solving, and discretionary functions he assumed were neither secretarial nor clerical in nature.

In addition, petitioner's reliance on the Appellate Division's opinion in *Parsells v. Board of Education of Borough of Somerville*, 472 *N.J. Super.* 369, 378-80 (App. Div.), *aff'd as modified*, ___ *N.J.* ___, ___ (2023), slip op. at 2-21, is misplaced. There, the Appellate Division held that school boards had a duty to notify tenured full-time teachers who consider switching to a part-

time teaching position about the impact such a decision would have on their tenure status. *Parsells*, 472 N.J. Super. at 378-79. However, on June 12, 2023, the Supreme Court disagreed and “reject[ed] the imposition of a duty on school boards to ‘notify, in advance, full-time teachers who consider voluntarily transferring to part-time teaching positions that they may not have a right to return to their full-time position.’” *Parsells*, slip op. at 21. The Court held that neither its opinion in *Bridgewater-Raritan Education Association v. Board of Education of Bridgewater-Raritan School District*, 221 N.J. 349 (2015), nor “the mere existence of the Tenure Act” provided a basis for such a duty. *Parsells*, slip op. at 2. Thus, *Parsells* does not support petitioner’s assertion that he did not knowingly and voluntarily waive his secretarial tenure rights when he accepted the APS position because he was never directly notified by the Board about a change to his tenure status. The Board had no legal duty to provide such notification, and *DiNapoli* controls.

While the Supreme Court in *Parsells* nonetheless agreed with the Commissioner that the petitioner in that case had not knowingly waived her tenure rights to a full-time teaching position by voluntarily accepting a part-time teaching position, the facts in this matter are distinguishable for several reasons. In *Parsells*, slip op. at 14-15, the Court cited the fact that the petitioner never provided notice of her intention to relinquish her tenured position as is required by N.J.S.A. 18A:28-8; N.J.S.A. 18A:28-8 applies only to teaching staff members and is not applicable here. Furthermore, the Court recognized that the evidence in *Parsells* clearly showed that the petitioner intended to return to full-time teaching once it was in the best interest of her family, which bolstered its conclusion that she had not knowingly waived or abandoned her tenure rights. *Parsells*, slip op. at 18. By contrast, here, the record is devoid of evidence that petitioner

viewed the promotion to APS as a temporary opportunity and intended, at some future time, to forego the promotion and return to a tenured secretarial position. Indeed, petitioner was aware that the APC position was abolished as a result of the reclassification, and he consistently held the APS position for approximately nine years prior to his termination. In sum, *Parsells*, which does not concern secretarial tenure rights, fails to support petitioner's assertion that he did not knowingly and voluntarily waive his secretarial tenure rights when he accepted the APS position.

As for petitioner's OPMA claim, the Commissioner has "incidental jurisdiction to determine issues arising under the Open Public Meetings Act as they relate to controversies under the school laws." *Sukin v. Northfield Bd. of Educ.*, 171 N.J. Super. 184, 187 (App. Div. 1979). N.J.S.A. 10:4-12(b)(8) permits boards of education to "exclude the public from that portion of a meeting at which the public body discusses any matter involving" a board employee's "termination of employment" unless the employee "request[s] in writing that the matter . . . be discussed at a public meeting." This exception "provides employees with the right to move a private discussion into the sunshine of a public discussion." *Kean Fed'n of Teachers v. Morell*, 233 N.J. 566, 586 (2018).

Although petitioner claims in his exceptions that the "uncontested facts" demonstrate that he requested in writing that his employment be discussed at the Board's June 26, 2018, meeting, the record is devoid of documentation to establish that fact. Indeed, petitioner never testified that he made this request in writing. He testified only that he asked to have his employment discussed in open session. Moreover, he failed to establish that the Board violated OPMA by discussing his employment in Executive Session. The Board minutes state that Board counsel announced at the meeting that "no discussion" was anticipated regarding petitioner's

employment during Executive Session and that if the need for discussion arose, the Board would return to open session to conduct it. Therefore, the record supports the ALJ's finding that petitioner failed to provide sufficient evidence to support his OPMA claim.

Accordingly, the Initial Decision of the OAL is adopted as the final decision in this matter, and the petition of appeal is hereby dismissed.

IT IS SO ORDERED.²


ANGELINA ALLEN McMILLAN, Ed. D.
ACTING COMMISSIONER OF EDUCATION

Date of Decision: June 20, 2023

Date of Mailing: June 21, 2023

² This decision may be appealed to the Appellate Division of the Superior Court pursuant to *N.J.S.A. 18A:6-9.1*. Under *N.J.Ct.R. 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.



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

INITIAL DECISION

OAL DKT. NO. EDU 14298-18

AGENCY DKT. NO. 208-8/18

GENE QUEVAL,

Petitioner,

v.

BOARD OF EDUCATION, CITY OF

TRENTON, MERCER COUNTY,

Respondent.

Hop T. Wechsler, Esq., and Steven R. Cohen, Esq., for petitioner (Selikoff & Cohen, P.A. attorneys)

Sandra N. Varano, Esq., for respondent (Nirenberg & Varano, LLP, attorneys)

Record closed: March 20, 2023

Decided: May 4, 2023

BEFORE **MARY ANN BOGAN, ALJ:**

STATEMENT OF THE CASE

Petitioner, Gene Queval, alleges that the termination of his employment as a result of his job performance as an Accounts Payable Specialist (APS), a position he maintains is clerical with tenure rights, was a violation of tenure rights. Petitioner contends that the Board was obligated to bring tenure charges before a Teacher

Effectiveness and Accountability for the Children of New Jersey (TEACHNJ) Act arbitrator. Respondent, the Trenton Board of Education (Board), contends that petitioner was terminated from a non-tenured position and the filing of tenure charges before a TEACHNJ arbitrator was not necessary.

PROCEDURAL HISTORY

On August 27, 2018, petitioner filed a verified petition with the Commissioner of the New Jersey Department of Education for the non-renewal of his employment that violated his tenure rights under N.J.S.A. 18A:17-2. Petitioner seeks his reinstatement to the position of APS, as well as full back pay with interest and benefits, including pension credit retroactive to August 1, 2018, the effective date of the purported non-renewal by the Board. The petitioner also alleges that the Board violated the Open Public Meetings Act (OPMA). Respondent filed its response on September 26, 2018. The Board denied that petitioner remained tenured after the position was reclassified from Accounts Payable Clerk (APC) to APS. The Board also denied that it violated the OPMA. Subsequently, on October 1, 2018, the petition was transmitted to the Office of Administrative Law (OAL) for hearing as a contested case pursuant to N.J.S.A. 52:14B-1 to -15 and N.J.S.A. 52:14F-1 to -13. At the time the case was ready for hearing, the Office of Administrative Law (OAL) was closed to in-person hearings due to the COVID-19 pandemic. The parties jointly requested a delay of the hearing until after normal operations resumed. The hearing took place on September 13, 2022, and January 11, 2023. Following receipt of the parties' post-hearing briefs and the transcripts, the record closed on March 20, 2023.

FACTUAL DISCUSSION AND FINDINGS

The parties submitted a joint stipulation of facts (J-1). Accordingly, I adopt the following undisputed **FACTS**:

1. Gene Queval (Queval) was employed by the Trenton Board of Education (Board) as an Accounts Payable Clerk from August 1, 1994, to June 30, 2008.

2. Queval's annual base salary in the Accounts Payable Clerk position as stated on his employment contracts was as follows:
 - 1996–1997: \$21,198 (salary to be adjusted after the completion of negotiations)
 - 1997–1998: \$22,017 (salary to be adjusted after the completion of negotiations)
 - 1998–1999: \$24,050
 - 1999–2000: \$25,000 (salary to be adjusted after the completion of negotiations)
 - 2002–2003: \$36,962
 - 2003–2004: \$41,321
 - 2005–2006: \$48,263
 - 2006–2007: \$48,263 (salary to be adjusted upon ratification of the new collective bargaining agreement)
 - 2007–2008: \$48,263 (salary to be adjusted upon ratification of the new collective bargaining agreement)
 - 2008–2009: \$48,263 (to be adjusted upon ratification of contract)

Attached as Exhibit A are true and correct copies of Queval's annual employment contracts stating his salary for the Accounts Payable Clerk position.

3. Queval acquired tenure in the Accounts Payable Clerk position pursuant to N.J.S.A. 18A:17-2.
4. Effective July 1, 2008, the Board reclassified Queval from Accounts Payable Clerk to Accounts Payable Specialist.
5. Attached as Exhibit B is a true and correct copy of the Board's job description for the Accounts Payable Specialist position.

6. Queval's annual base salary in the Accounts Payable Specialist position as stated on his annual employment contracts was as follows:
 - 2009–2010: \$54,931 (salary to be adjusted upon ratification of new collective bargaining agreement)
 - 2010–2011: \$54,931 (salary to be adjusted upon ratification of contract)
 - 2011–2012: \$57,995
 - 2012–2013: \$57,995
 - 2013–2014: \$57,995 (salary to be adjusted upon ratification of contract)
 - 2014–2015: \$61,316

Attached as Exhibit C are true and correct copies of Queval's annual employment contracts stating his salary for the Accounts Payable Specialist position.

7. On May 8, 2018, the Board voted to renew Queval's 2018–2019 employment contract.
8. On or about May 15, 2018, Queval received an employment contract from the Board for the 2018–2019 school year. Queval's 2018–2019 annual base salary as stated on the contract was \$61,316 (salary to be adjusted upon ratification of new contracts [sic]. Attached as Exhibit D is a true and correct copy of Queval's 2018–2019 employment contract.
9. At its monthly meeting on June 26, 2018, the Board minutes reflect that Queval's employment was terminated effective July 30, 2018. Attached as Exhibit E are true and correct copies of two June 26, 2018, Board minutes pages and the personnel transactions page from the June 26, 2018, meeting agenda that concerns Queval's employment. Page 28 of the minutes and the personnel transactions page both identify Queval by his employee ID number (100544) only.

Testimony

Petitioner

Gene Queval (Queval) testified that when he began working for the Board, the Accounts Payable Department consisted of the comptroller, the business services coordinator, the APC position that Queval held, and two secretarial positions. He was initially supervised by the comptroller and later by the business services coordinator. Queval stated that he remained in a tenured position and performed similar job functions after what he referred to as a job-title change to APS. As an APC, Queval performed clerical duties like typing, filing, answering phones, entering data, and pulling document requests. Queval also cleared purchase orders and paid vendors. In the year 2000 he began using EduMet, a computer program that allowed him to pull up purchase-order numbers, clear purchase orders, and pay vendors. (P-7.) Everyone in the department used EduMet. The major responsibilities set forth on Queval's APC annual employee evaluations include: remediates, expedites, and routes information regarding accounts payable; has contact with vendors regarding invoices, deliveries, corrections, and discrepancies; works with the warehouse and schools regarding shipments and problems; reconciles vendor statements; maintains filing system for non-cleared purchase orders; assists with reconciling and expediting payments of buildings-and-grounds billings and data entry for transportation-aid reimbursement. (P-2 to P-12; R-1 to R-8.) Queval's responsibilities did not include customizing computer programs, creating forms, or entering data in different categories. He had no direct reports and could not assign work to any other staff members.

The job posting for the APC included three main qualifications: high-school graduate or GED equivalent; at least five years' job experience in data entry, or a two-year technical/college degree may be substituted; possess excellent communication skills. (P-1.)

After the job title changed from APC to APS, Queval sat at the same desk and worked with the same people. In his view, the annual performance evaluation for the APS position did not include job duties that were significantly different from the job

duties he performed in the clerk position. (P-19.) Queval acknowledged that the evaluation indicates that he took on more responsibilities, in particular as it relates to auditing and reconciling invoices to purchase orders. He pointed out that the only new job responsibility was tracking utility payments, although the volume of work increased. Queval was never told that his job duties in the retitled position no longer included clerical duties, no administrator indicated to him that he would be required to waive his tenure rights, nor was a change to his tenure eligibility ever mentioned. As far as he was concerned, he was still tenured when the job title changed.

Queval testified that in 2008, Shawn Mitchell, who served as the business services coordinator and supervised Queval, informed him that due to a reorganization in the accounting department, his job title would change to APS. This title change did not require an application or an interview, and Queval was not asked to resign from his position as an APC in order to be rehired as an APS. Queval did not take part in the reclassification process, although he did recall that as part of the reorganization, Mitchell's position as business services coordinator was abolished, as was one of the two secretarial positions. Mitchell then became the interim payroll supervisor, and Queval continued to be supervised by Mitchell until 2013. Queval believed that employees whose job duties include clerical duties like answering the phones and typing letters were clerical employees. Queval acknowledged that he knew he was getting more duties and responsibilities. He stated, "there was changing of the way that work was being done," and "they were pushing back the tasks of the business services coordinator back into the department."

Ultimately, it was the Board's general counsel, James Rolle, Jr., who told Queval that his employment was being terminated. Queval responded that he had a contract and was tenured. Thereafter, Queval was notified via a Rice notice issued by the respondent that his employment would be discussed during the Board meeting open session. Queval attended that meeting and spoke on his own behalf. He recalled that the Board did not engage in a discussion at that time. Subsequently, the Board voted not to renew his employment contract.

Queval is currently employed by the Hamilton Township Board of Education as a secretary in the Accounts Payable Department.

Respondent

Shawn Mitchell (Mitchell) is currently employed by the Board as the assistant business administrator/comptroller. She worked as the business services coordinator from 2005 to 2008, when she became the payroll supervisor. In 2010 she became the comptroller, and then assistant business administrator/comptroller. Mitchell is a certified public accountant.

Mitchell supervised Queval in his roles as an APC and APS in the Accounts Payable Department. At the time she became the business services coordinator, Queval was employed in the department as an APC. In the position of business services coordinator, she was the head of the Accounts Payable Department and supervised all employees. She was primarily responsible for ensuring the payment of all District invoices, which included tuition, utility bills, and charter-school aid. While performing her duties she reviewed purchase orders, analyzed and examined them for accuracy, and ensured that any required adjustments were made. Even though her position was not a clerical position, and she was not eligible for tenure, she did perform “clerk-type” duties such as filing and answering phones.

Mitchell became familiar with Queval’s APC duties through the outgoing business services coordinator, and during a one-on-one meeting with each staff member. She understood that his APC duties were accurately set forth in his performance evaluations, and that Queval would maintain the purchase orders that were sent from the Purchasing Department, file them in chronological order, and stamp each purchase order as cleared when he was told the item had been received. (P-11; R-7.) As the APC he did not conduct an analysis or perform an audit. Moreover, he did not have authority to determine if an invoice should not be paid and he did not perform any duties other than office-type work.

Mitchell denied notifying Queval that his job title would change. Rather, she was approached by Queval about reclassifying his position. At that time, Mitchell was not yet familiar with the procedure for reclassification. Queval provided her with some information on the process. After reviewing the information, Mitchell told Queval that she was unable to do a reclassification since he continued to perform the same job duties. When Mitchell began working as the interim payroll supervisor, Queval approached her again and agreed that he would learn additional responsibilities, including reviewing and examining documentation for the purchase orders, conducting audits of financial records, ensuring that purchase orders and invoices were reconciled, and authorizing payments. These were duties that Mitchell performed as the business services coordinator and not duties that Queval performed in his role as APC. In addition to the APS position, Queval would track utilities, a new responsibility that involved setting up a spreadsheet to keep track of the utilities at each school.

Eventually Mitchell spoke with the business administrator, created an APS job description, and completed the Job Reclassification Form, consistent with Board Policy 4113-4114. (P-13; P-14; R-24.) The Board policy permits reclassification when the job duties and the job title change. The reclassification form states, in part:

Gene has taken on increased responsibility as it relates to auditing and reconciling invoices to purchase orders. In his current position, it requires only that he assist, however, in the past year he has been given more responsibility for the processing of payment of purchase orders. In addition, he has begun working with Purchasing in attempts to resolve issues relating to outstanding purchase order differences.

Additional responsibilities added to this position that Queval began handling included preparing purchase orders for payment, reviewing or assisting with the review of the bill list and dissemination of bills, tracking aid-in-lieu-of-transportation invoices, and processing special-services tuition invoices. He is now responsible for working with external auditors for the timely retrieval of documents requested.

Mitchell also proposed the abolishment of the business services coordinator position, the absorption of those duties by members within the department, and the creation of a senior accountant position. (P-13.)

In conjunction with the Board policy regarding reclassification, Mitchell submitted a new job description for a new position of account specialist; the job qualifications and job duties—including the level of responsibility, the complexity of the work, and the knowledge and skills required to perform those duties—differed significantly from those of the APC. As a result of the reclassification, Queval received a new job title, a new job description, and a pay raise. Mitchell acknowledged that the Job Reclassification Form did not mention tenure and she did not discuss with Queval that by taking the APS position he would be surrendering his tenure rights. (See P-13; R-24.) Mitchell agreed that Queval was never asked to resign from his APC position, apply for a new position, or interview for the APS position.

Mitchell testified that Queval refused to perform many of the higher-level functions of the APS position, and as a result he received a number of written memos; reprimands, including an increment withholding; and a thirty-day suspension without pay. Ultimately, he was terminated. (R-27; R-28; R-29; R-30; R-31.)

Nisha Goyal (Goyal), accounting manager, is a certified public accountant. She began working for the Board in 2015. In 2016 she assumed the manager's position and began supervising the employees in the Accounts Payable Department, including Queval, who worked as an APS. (R-19.) Goyal did not supervise Queval when he served in the APC position. She became aware of his job duties by reviewing the job description for his position. She stated that as an APS, Queval was expected to financially examine the purchase orders, process the purchase orders, audit financial documents, and compare the semi-monthly bill list with the checks to be generated in order to ensure accuracy. Queval was also expected to reconcile all accounts payable and pay any credits and excesses involved while determining whether there was a discrepancy on a vendor bill. This meant Queval had the authority to decide whether or not an invoice should remain unpaid. She further explained that auditing meant a

financial examination of the documents. Although Queval performed some clerical duties, the APS position did not primarily involve clerical duties. (R-19; P-14.)

Goyal also indicated that Queval was responsible for utility expenditures. Queval was in the chain of payment authorization; this meant he had the authority to approve or disapprove a vendor payment.

For much of the time that Goyal worked with Queval, she had difficulty in ensuring that Queval performed his job duties. Multiple times she reiterated the APS job duties in writing. Goyal increased her level of supervision over Queval's performance due to his refusal to perform all of the duties. She explained that instruction and guidance to an employee on how to perform job duties does not mean the job is clerical, especially here, where he was expected to exercise independent judgment.

As a result of his ongoing performance issues, Goyal issued a corrective action plan for Queval. (P-23; R-35.) This plan set forth that "an APS works with all facets of the accounting system, principally the validation, processing and filing of invoices." She then submitted a request to withhold his increment, and ultimately recommended that his contract not be renewed. (R-28 to R-30; R-35; R-36; R-37; R-38; R-39.)

After Queval was terminated, some of his duties were added to the senior accountant position. (R-19.)

Todd Schechter (Schechter) was employed by the Board as the assistant comptroller since 2011. He began supervising the Accounts Payable Department in 2012 to 2013. In 2013, Goyal was hired as the accounting manager and Schechter was promoted to the comptroller position. Schechter supervised all employees in the department and completed their performance reviews. At that time, Queval worked as the APS. (R-19; P-14.) Schechter testified that as part of the specialist position, Queval made decisions regarding purchase orders. His decision making consisted of conducting an analysis of the data he decided to enter and the authority he had to "clear" a purchase order. After interpreting the data, Queval had decision-making

authority to determine whether a bill would be paid or held back. Only a small portion of his responsibilities included clerical-type work. Schechter pointed out that he also performed some clerical functions like answering the phone, typing, and email, but his position was not clerical.

Additional Findings of Fact

In addition to the stipulated facts, I **FIND** that petitioner voluntarily accepted the position of APS from his previously held position of APC. The APS position was partly created to take over some of the business services coordinator duties. With regard to the work performed by the petitioner as an APC, it did not require analysis or auditing and he did not perform duties beyond general office work. When petitioner accepted the APS position he was responsible to audit, analyze, examine, and reconcile documents and prepare contracted purchase orders and invoices for payment on behalf of the Trenton Board of Education. The petitioner was also assigned a new function of tracking utilities. The position involved independent problem solving and exercising discretionary authority when performing his duties. While serving as an APS, the petitioner was disciplined for failing to perform all of his duties.

LEGAL ANALYSIS AND CONCLUSION

The issue presented is whether the duties of petitioner's reclassified position of accounts payable specialist could be characterized as secretarial or clerical in nature, such that petitioner would have obtained tenure in that position under N.J.S.A. 18A:17-2, and therefore would have tenure for all relevant purposes. Moreover, was petitioner protected from summary termination under the tenure laws such that he would have the right to be returned to his position with back pay from July 30, 2018?

N.J.S.A. 18A:17-2, "Tenure of secretaries, assistant secretaries, school business administrators, business managers and secretarial and clerical employees," provides as follows:

a. Any secretary, assistant secretary, school business administrator or business manager of a board of education of any school district who has or shall have devoted his full time to the duties of his office and has or shall have served therein for three consecutive calendar years, and

b. Any person holding any secretarial or clerical position or employment under a board of education of any school district or under any officer thereof, after

1. The expiration of a period of employment of three consecutive calendar years in the district or such shorter period as may be fixed by the board or officer employing him, or

2. Employment for three consecutive academic years, together with employment at the beginning of the next succeeding academic year, an academic year being the period between the time when school opens in the district after the general summer vacation and the beginning of the next succeeding summer vacation, and

c. Any person, who has acquired, or shall hereafter acquire, tenure in any secretarial or clerical office, position or employment under the board of education of a school district and has been appointed district clerk or secretary, or shall hereafter be appointed secretary of said district, as such secretary, shall hold his office, position or employment under tenure during good behavior and efficiency and shall not be dismissed or suspended or reduced in compensation, except for neglect, misbehavior or other offense and only in the manner prescribed by subarticle B of article 2 of chapter 6 of this title.

The petitioner argues that he was tenured even after he became the APS. A claim of tenure in situations such as this one imposes upon the petitioner the burden of presenting sufficient competent and credible evidence of facts essential to his claim. Here, the petitioner must prove by a preponderance of the competent and credible evidence that the respondent employed him in a clerical position in order for his claim for tenure to succeed. Wright v. E. Orange Bd. of Educ., 99 N.J. 112, 118–19 (1985); see also DiNapoli v. Bd. of Educ. of Verona, 434 N.J. Super. 233, 238 (App. Div. 2014).

The court in Barnes v. Board of Education of Jersey City, 85 N.J. Super. 42, 45 (App. Div. 1964), noted that the tenure statute was to be construed liberally, and that it was the nature of the duties performed by an employee that determined whether tenure rights were acquired, and not the title of the position. In Beaute v. Board of Education of North Arlington, OAL Dkt. No. EDU 295-80, Initial Decision (July 28, 1981), adopted, Comm'r (September 14, 1981), aff'd, State Bd. (February 3, 1982), the ALJ noted that “[a] mere change in title or creation of a paper job description, without any substantial change in specific duties is an evasion that should not be permitted to erode an employee’s rights in the continuing accrual of tenure. The duties performed, rather than the title of the position, should be controlling, and we should look to the substance rather than the form.”

The petitioner claims that the duties he performed in the position of APS were predominantly those that are commonly performed by individuals in today’s secretarial and/or clerical workforce, like he performed as an APC. Respondent contends that although some of the functions performed by the petitioner in his position as APS could be characterized as those traditionally done by one denominated as a secretary or clerk (such as answering the phone, filing, etc.), most of his duties of the position went well beyond routine office functions, and required verification, analysis, self-direction, and independent problem solving with some authority, duties that Queval refused to perform after receiving a new job with a new title and job duties, and increased pay. Thus, this matter turns on the nature of petitioner’s duties as an APS. If the facts show that the work was more like that of a secretarial position, then he would have gained tenure in that employment. If not, then he would not be tenured.

In Kopko v. Board of Education of Middletown, 2011 N.J. AGEN LEXIS 391 (July 25, 2011), adopted, 2011 N.J. AGEN LEXIS 878 (September 7, 2011), the issue was whether Kopko’s duties as an assistant traffic coordinator were clerical within the meaning of N.J.S.A. 18A:17-2. The ALJ reasoned:

The independent problem-solving tasks designated to petitioner and the authority she held to handle crises on a day-to-day basis belie her argument that she could be classified as a secretarial or clerical employee. Although

she did perform some routine office tasks, the additional responsibilities conferred upon her removed her position from one of a secretarial classification to one of authority.

[N.J. AGEN LEXIS 391 at *23.]

Similarly, in Fink v. Board of Education of Hunterdon County Polytech, 2009 N.J. AGEN LEXIS 691 (September 28, 2009), aff'd, 2009 N.J. AGEN LEXIS 1194 (November 2, 2009), the ALJ and the Commissioner rejected Fink's claims that her time working as coordinator of adult education counted toward her tenure right as a secretary or clerk. The ALJ found that the position involved day-to-day responsibilities that far exceeded the clerical and supportive responsibilities of a secretarial position. The ALJ concluded:

Because the duties of an adult education coordinator involve analysis, self-direction and similar higher-level responsibilities, they cannot in any way be considered equivalent to those of a secretarial position which, by its nature, involves assisting a person in authority in performing such higher-level duties and responsibilities.

[2009 N.J. AGEN LEXIS 691 at *19.]

Also "[t]he fact that an employee has a supervisor and is assigned work does not make him a clerical employee within the meaning of the [tenure] statute." Effenberger v. Toms River Reg'l Schs. Bd. of Educ., 95 N.J.A.R.2d (EDU) 66.

The petitioner also asserts that he was not advised of a change in tenure potential when the APC position was reclassified to a non-tenurable APS position. In essence, the petitioner asserts that a local school board may not sidestep tenure rights by simply renaming the position or tacking on additional meaningless requirements. The local board must extend the staff member's tenure rights to the newly created position. See Marbut v. Bd. of Educ. of S. Brunswick, 97 N.J.A.R.2d (EDU) 99 (determination of tenure eligibility depended upon whether the employee's duties were "predominantly clerical in nature" and whether any additional non-clerical duties were therefore "minimal and incidental to the predominantly and primarily clerical duties"); Viemeister v. Bd. of Educ. of Prospect Park, 5 N.J. Super. 215, 218 (App. Div. 1949) (wherein it was held that a tenured principal should be reinstated because his position

had not in fact been abolished when the local school board created the position of “teaching” principal); Vogel v. Bd. of Educ., SB #95-83, State Bd. of Educ. (June 5, 1985), slip op. at 5–6 (explaining that a “[b]oard’s decision to abolish a position is not sacrosanct and will be disturbed if it is found upon examination that the duties of the abolished position essentially have been transferred to another position so as to defeat the rights of a tenured employee to the abolished position”); Luppino v. Bayonne Bd. of Educ., 1980 S.L.D. 1028, 1035–36 (ruling that the duties of an administrator of home instruction and a principal of home instruction “were substantially the same” and a change of title “did not involve the meaningful addition of extra duties”).

However, mere overlap in duties does not mean that two positions are equivalent for tenure purposes. If a newly created position is similar to a tenure holder’s abolished position but also requires additional duties or different responsibilities, then the newly created position is not considered to be substantially similar to the former position. Santarsiero v. Bd. of Educ. of Parsippany-Troy Hills, 1984 S.L.D. 854, 879; see also Sandri v. Bd. of Educ. of Bergen Cnty. Vocational Sch. Dist., 1986 S.L.D. 1501 (ruling that duties of abolished position of supervisor of guidance/shop were similar but of greater nature and scope than newly created position of director of special needs and student services); Rufalo v. Bd. of Educ. of Livingston, 1986 S.L.D. 1699 (ruling that despite overlap of duties between post of vice principal and newly created supervisor position, positions were “substantially different”).

Finally, in the case at hand, the parties do not dispute that Queval acquired tenure pursuant to N.J.S.A. 18A:17-2 while working as an accounts payable clerk. However, the petitioner claims that he cannot be “de-tenured” by the Board without a knowing and voluntary waiver of his tenure rights. Bridgewater-Raritan Educ. Ass’n v. Bd. of Educ. of Bridgewater-Raritan Sch. Dist., Somerset Cnty., 221 N.J. 349, 361 (2015). Citing Bridgewater, the court in Parsells v. Board of Education of Somerville, 472 N.J. Super. 369, 379 (App. Div. 2022), noted that “[t]he Board is best positioned to have accurate information about the consequences of a decision by . . . a tenured full-time teacher” transitioning to a different job.

Respondent asserts that Queval extinguished his tenure protections after he accepted the position of accounts payable specialist. Consequently, respondent argues that Queval was not tenured when the Board voted to terminate him effective July 20, 2018.

Under these facts, upon the voluntary acceptance of a non-tenurable position, a school-district employee typically relinquishes any protections associated with the previously tenured title. See, e.g., Colon-Serrano v. Plainfield Bd. of Educ., 2008 N.J. AGEN LEXIS 252 (January 28, 2008) (finding that an employee who had earned tenure as an attendance aide lost the protections associated with the position when she accepted the non-tenurable position of classroom aide); see also DiNapoli, 434 N.J. Super. at 240 (holding that a secretary relinquished her tenure rights when she voluntarily transferred to the position of assistant school business administrator, thus giving up her right to “bump” a non-tenured secretarial employee when the administrator position was eliminated).

Here, petitioner relinquished his tenure protections when he voluntarily accepted a promotion to APS. As a result, when the Board voted to terminate him, he was not entitled to tenure rights.

Finally, petitioner included in his verified petition of appeal a claim under the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-15, regarding the Board’s alleged conduct at the meeting on June 26, 2018, when petitioner was terminated. The petitioner did not offer testimony or evidence in support of this claim. Moreover, the record reflects that the petitioner no longer wished to pursue this claim.

I **CONCLUDE** that given the facts stipulated and proven by a preponderance of the evidence, petitioner had more duties and responsibilities as an APS than a secretarial or clerical employee, and he cannot be considered as having been employed as a secretary or clerk. As a result, petitioner did not acquire tenure in his position as an APS and has no claim to employment based upon an alleged violation of his tenure rights.

ORDER

I hereby **ORDER** that the petitioner's appeal be **DISMISSED**.

I hereby **FILE** this initial decision with the **COMMISSIONER OF THE DEPARTMENT OF EDUCATION** for consideration.

This recommended decision may be adopted, modified or rejected by the **COMMISSIONER OF THE DEPARTMENT OF EDUCATION**, who by law is authorized to make a final decision in this matter. If the Commissioner of the Department of Education does not adopt, modify or reject this decision within forty-five days and unless such time limit is otherwise extended, this recommended decision shall become a final decision in accordance with N.J.S.A. 52:14B-10.

Within thirteen days from the date on which this recommended decision was mailed to the parties, any party may file written exceptions with the **COMMISSIONER OF THE DEPARTMENT OF EDUCATION, ATTN: BUREAU OF CONTROVERSIES AND DISPUTES, 100 Riverview Plaza, 4th Floor, PO Box 500, Trenton, New Jersey 08625-0500**, marked "Attention: Exceptions." A copy of any exceptions must be sent to the judge and to the other parties.

May 4, 2023

DATE



MARY ANN BOGAN, ALJ

Date Received at Agency: _____

Date Mailed to Parties: _____

MAB/kl

APPENDIX

WITNESSES

For petitioner

Gene Queval

For respondent

Shawn Mitchell

Nisha Goyal

Todd Schechter

Joint exhibits

J-1 Joint stipulation of facts

For petitioner

P-1 Accounts Payable Clerk job description

P-2 Gene Queval 1995 evaluation

P-3 Gene Queval 1996 evaluation

P-4 Gene Queval 1998 evaluation

P-5 Gene Queval 1999 evaluation

P-6 Gene Queval 2002 evaluation

P-7 Gene Queval 2003 evaluation

P-8 Gene Queval 2004 evaluation

P-9 Gene Queval 2005 evaluation

P-10 Gene Queval 2006 evaluation

P-11 Gene Queval 2007 evaluation

P-12 Gene Queval 2008 evaluation

P-13 Job Reclassification Form

P-14 Accounts Payable Specialist job description

P-15 Trenton Board of Education meeting minutes from June 23, 2008
(Creations and Re-classification of Position(s) pages only)

P-16 Gene Queval 2010 evaluation

- P-17 Gene Queval 2013 evaluation
- P-18 Gene Queval 2014 evaluation
- P-19 Gene Queval 2015 evaluation
- P-20 Gene Queval 2016 evaluation
- P-21 Gene Queval 2017 evaluation
- P-22 Gene Queval 2018 evaluation
- P-23 Memorandum from Nisha Goyal to Gene Queval, dated October 18, 2017, with attached Corrective Action Plan
- P-24 Purchase Orders over 90 Days reports generated by Nisha Goyal, dated February 12, 2018
- P-25 Trenton Board of Education meeting minutes from June 26, 2018 (Public Participation and Board Discussion & Action on Consent Agenda pages only) with attached Personnel Transactions agenda (Termination page only)

For respondent

- R-1 Petitioner's Evaluation Form, dated June 7, 1999 (Bates stamped P43)
- R-2 Petitioner's Evaluation Form, dated April 17, 2002 (Bates stamped P50)
- R-3 Petitioner's Evaluation Form, dated April 11, 2003 (Bates stamped P57)
- R-4 Petitioner's Evaluation Form, dated April 10, 2004 (Bates stamped P64)
- R-5 Petitioner's Evaluation Form, dated April 4, 2005 (Bates stamped P71)
- R-6 Petitioner's Evaluation Form, dated April 27, 2006 (Bates stamped TRENTONBOE-OAL-00466)
- R-7 Petitioner's Evaluation Form, dated April 27, 2007 (Bates stamped P78)
- R-8 Petitioner's Evaluation Form, dated April 29, 2008 (Bates stamped P84)
- R-9 Petitioner's Evaluation Form, dated April 21, 2010 (Bates stamped TRENTONBOE-OAL00473)
- R-10 Petitioner's Evaluation Form, dated April 26, 2013 (Bates stamped PI 2)
- R-11 Petitioner's Evaluation Form, dated April 29, 2014 (Bates stamped PI6)
- R-12 Petitioner's Evaluation Form, dated April 22, 2015 (Bates stamped TRENTONBOE-OAL00477)
- R-13 Petitioner's Evaluation Form, dated April 14, 2016 (Bates stamped P20)
- R-14 Petitioner's Evaluation Form, dated April 26, 2017 (Bates stamped P24)

- R-15 Petitioner's Evaluation Form, dated April 17, 2018 (Bates stamped TRENTONBOE00373)
- R-16 Petitioner's Application for Employment (TRENTONBOE00J 96)
- R-17 Petitioner's Answers to Interrogatories
- R-18 Trenton BOE Post—Accounts Payable Clerk (TENTONBOE-OAL00495)
- R-19 Trenton BOE Job Description, Accounts Payable Specialist (TRENTONBOE00023)
- R-20 Trenton BOE Job Description, Senior Accountant (TRENTONBOE-OAL00483)
- R-21 Trenton BOE Job Description, Senior Accountant (TRENTONBOE-OAL00496)
- R-22 Trenton BOE Job Description, Secretary (TRENTONBOE-OAL00400)
- R-23 Trenton BOE Job Description, Accounting Manager (TRENTONBOE-OAL00402)
- R-24 Trenton BOE Reclassification Forms (TRENTONBOE-OAL00485–495)
- R-25 Petitioners Employment Contract, Accounts Payable Clerk, July 1, 2008, to June 30, 2009 (TRENTONBOE00083)
- R-26 Petitioner's Employment Contract, Accounts Payable Specialist, July 1, 2009, to June 30, 2010 (TRENTONBOE00084)
- R-27 Memorandum, dated October 27, 2016, with attachments (TRENTONBOE00377–384)
- R-28 Memorandum, dated November 14, 2016 (TRENTONBOE00385)
- R-29 Meeting Notes, dated November 18, 2016 (TRENTONBOE-OAL00502)
- R-30 Trenton BOE Employment Status Form dated April 26, 2017 (TRENTONBOE-OAL00454-456)
- R-31 Emails, dated June 12, 2017 (TRENTONBOE-OAL00457)
- R-32 Email, dated July 12, 2017 (TRENTONBOE-OAL00459)
- R-33 Correspondence, dated August 14, 2017 (TRENTONBOE-OAL00460)
- R-34 Grievance Form, dated September 25, 2017 (TRENTONBOE-OAL00498–501)
- R-35 Memorandum, dated October 18, 2017 (TRENTONBOE00393)
- R-36 Memorandum, dated December 15, 2017 (TRENTONBOE00391)
- R-37 Emails re: POs Over 90 Days (TRENTONBOE00386–388)
- R-38 Memorandum, dated February 28, 2018 (TRENTONBOE00389)
- R-39 Employment Status Form, dated April 17, 2018 (TRENTONBOE00397–399)
- R-40 Petitioner's Interrogatory Amendment, dated February 20, 2020

R-41 Petitioner's Interrogatory Amendment, dated March 3, 2022

R-42 Letter to petitioner from Hamilton Township BOE, April 29, 2021 (P107)