

**New Jersey Commissioner of Education**  
**Final Decision**

Lakeeda Sessoms,

Petitioner,

v.

Board of Trustees of the Great Oaks Legacy  
Charter School, Essex 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 respondent's reply thereto, have been reviewed and considered.

This matter involves petitioner's claim that respondent charter school violated *N.J.S.A. 18A:28-6* by denying her promotional tenure rights in the position of principal. The material facts are undisputed. Petitioner began working for respondent in 2012 and held the following positions:

2012-2013	Teacher
2013-2014	Teacher
2014-2015	Teacher
2015-2016	Teacher
2016-2017	Teacher
2017-2018	Instructional Leader
2018-2019	Vice Principal
2019-2020	Vice Principal
2020-2021	Vice Principal

2021-2022	Principal
2022-2023	Campus Director
2023-2024	Campus Director

Via letter dated May 13, 2024, respondent notified petitioner that her employment as campus director would not be renewed for the 2024-2025 school year. However, respondent advised that petitioner could work in a teaching position because she obtained streamline tenure as a teacher at the conclusion of the 2016-2017 school year.

Petitioner contends that respondent's non-renewal of her employment as campus director violated her promotional tenure entitlement to the position of principal, based upon over two years of service with a principal endorsement as principal and later as campus director with identical job responsibilities as principal.

Because the material facts were not in dispute, the parties cross-moved for summary decision. The ALJ concluded that *N.J.S.A. 18A:28-6* does not establish promotional tenure rights for charter school employees and granted respondent's motion for summary decision. In so concluding, the ALJ reviewed the plain language of relevant provisions of the Charter School Program Act, including *N.J.S.A. 18A:36A-14(e)*, which grants charter school employees the right to streamline tenure in accordance with the Commissioner's guidelines; its implementing regulations; and the plain language of *N.J.S.A. 18A:28-6*.

The ALJ determined that *N.J.S.A. 18A:28-6*, which states that it applies to "teaching staff member[s] under tenure or eligible to obtain tenure under this chapter," *i.e.*, Chapter 28, is not applicable to charter school employees who obtain streamline tenure under Chapter 36. Thus, the ALJ rejected petitioner's assertion that promotional tenure is available to charter school employees as contrary to legislative intent. The ALJ also rejected petitioner's unpled claim that

she is entitled to streamline tenure as a vice principal due to her administrative service from July 1, 2018, to June 30, 2024.

In her exceptions, petitioner argues that the ALJ erred by: (1) failing to recognize that streamline tenure and promotional tenure are distinct; (2) finding that the streamline tenure statute prohibits charter school employees from obtaining promotional tenure; (3) finding that the Charter School Program Act does not support the conclusion that charter school employees are eligible for promotional tenure; (4) accepting an inaccurate definition of “teaching staff member” offered by respondent; and (5) failing to determine that petitioner met the statutory criteria for obtaining promotional tenure.

Respondent agrees with the ALJ’s determination that *N.J.S.A. 18A:28-6* does not apply to the present matter. It further contends that petitioner cannot now plead rights to streamline tenure as a vice principal because the claims in her petition were premised only upon the promotional tenure statute. Moreover, it asserts that neither the campus director nor the principal nor the vice principal positions are eligible for streamline tenure, that petitioner’s 2023-2024 ineffective rating would preclude her from attaining streamline tenure as a campus director or principal, and that she did not work for the requisite time as a vice principal to qualify for streamline tenure.

Upon review, the Commissioner concurs with the ALJ that *N.J.S.A. 18A:28-6* does not establish promotional tenure rights for charter school employees. Chapter 36 of Title 18A instructs that charter school employees “shall not accrue tenure pursuant to *N.J.S. 18A:17-2*, *N.J.S. 18A:17-3*, or *N.J.S. 18A:28-5*, but shall acquire streamline tenure pursuant to guidelines promulgated by the commissioner, and the charter shall specify the security and protection to

be afforded to the employee in accordance with the guidelines.” *N.J.S.A. 18A:36A-14(e)*. The guidelines promulgated by the Commissioner appear in Title 6A, Chapter 11, Subchapter 6 of the Administrative Code.

*N.J.A.C. 6A:11-6.1*, repeating the language codified at *N.J.S.A. 18A:36A-14(e)*, states: “An employee of a charter school shall acquire streamline tenure pursuant to guidelines developed by the Commissioner. The charter school shall specify the security and protection to be afforded to the employee in accordance with the Commissioner’s guidelines.” *N.J.A.C. 6A:11-6.2(a)* provides that “[a]ll teaching staff members, janitors, and secretaries shall acquire streamline tenure in a charter school after five consecutive full academic years of effective employment as determined by the Department-approved educator evaluation system established by each charter school and in accordance with the charter school’s uniform policies and procedures.” Notably, Title 6A, Chapter 11, Subchapter 6 does not contain a promotional tenure provision for charter school employees.

The ALJ’s conclusion that *N.J.S.A. 18A:28-6* is not applicable to charter school employees who obtain streamline tenure under Title 18A, Chapter 36 and pursuant to the guidelines in Title 6A, Chapter 11, Subchapter 6 is supported by the statute’s plain language. “There is no more persuasive evidence of legislative intent than the words by which the Legislature undertook to express its purpose . . . .” *Perez v. Zagami, LLC*, 218 N.J. 202, 209-10 (2014). When a statute’s “plain language leads to a clear and unambiguous result . . . our interpretive process is over.” *Richardson v. Bd. of Trs., Police & Fireman’s Ret. Sys.*, 192 N.J. 189, 195 (2007). As noted by the ALJ, *N.J.S.A. 18A:28-6* clearly and unambiguously states that it applies to “teaching staff member[s] under tenure or eligible to obtain tenure under this chapter,” *i.e.*, Chapter 28.

Because charter school employees obtain streamline tenure under Chapter 36, *N.J.S.A. 18A:28-6* is not applicable to them.

In addition, the regulatory history of *N.J.A.C. 6A:11-6.1* lends further support to the ALJ's conclusion. Prior to 2013, *N.J.A.C. 6A:11-6.1* provided that charter school employees obtained streamline tenure "in accordance with the tenure acquisition criteria set forth in *N.J.S.A. 18A:28-5(b)*, *18A:28-6*, and *18A:17-2(b)(2)*." 44 *N.J.R.* 2151(a) (Sept. 4, 2012). However, the Department repealed and replaced that rule with the current version of *N.J.A.C. 6A:11-6.1* in January 2013—removing all references to Chapter 28—because the prior rule was determined to "contradict *N.J.S.A. 18A:36A-14(e)*." *Ibid.* Moreover, the Department's response to a public comment in connection with this rulemaking clarified that it intended to exempt charter schools from Chapter 28 tenure requirements "to provide charter schools with increased autonomy over their teaching staff while requiring increased accountability for student outcomes." 45 *N.J.R.* 26(a) (Jan. 7, 2013).

Petitioner's exceptions are unavailing. The Commissioner disagrees that the ALJ failed to recognize that streamline tenure and promotional tenure are distinct and that, therefore, charter school employees may obtain both streamline tenure and promotional tenure. Petitioner's position ignores the plain language of *N.J.S.A. 18A:28-6*, which clearly states that the promotional tenure provision applies only to employees who obtain tenure under Chapter 28. Additionally, petitioner's reliance upon *In re Suspension of Teaching Certificate of Van Pelt*, 414 *N.J. Super.* 440, 449 (App. Div. 2010), for the proposition that charter schools operate under the same statutes and regulations as public schools unless the Charter School Program Act or the Commissioner state otherwise is misplaced, as that matter was decided prior to the amendment

of *N.J.A.C. 6A:11-6.1* in 2013. By amending *N.J.A.C. 6A:11-6.1* in 2013, the Commissioner expressly exempted charter schools and charter school employees from Chapter 28 tenure requirements.

The Commissioner also disagrees with petitioner's contention that the ALJ erred by finding that *N.J.S.A. 18A:36A-14(e)* suggests that promotional tenure does not apply to charter school employees. Petitioner's claim that *N.J.S.A. 18A:36A-14(e)* makes no such prohibition ignores the statute's plain language, which states that charter school employees shall not obtain tenure pursuant to Chapter 28. Because *N.J.S.A. 18A:28-6* applies only to employees who obtain tenure pursuant to Chapter 28, the ALJ correctly found that *N.J.S.A. 18A:36A-14(e)* supports the conclusion that charter school employees are not eligible for promotional tenure under Chapter 28. Once again, petitioner's reliance upon *Van Pelt* is misplaced because it was decided prior to 2013.

As for petitioner's contention that the ALJ erred when finding that the purpose of the Charter School Program Act does not support the conclusion that charter school employees are entitled to promotional tenure, the Commissioner again disagrees. It is well-established that the Charter School Program Act was intended to provide comprehensive educational reform and increased autonomy and flexibility to charter schools. See *N.J.S.A. 18A:36A-2*; *Educ. Law Ctr. v. N.J. State Bd. of Educ.*, 438 *N.J. Super.* 108, 113 (App. Div. 2014). That autonomy includes "increased autonomy over their teaching staff," which is consistent with the Commissioner's amendment of *N.J.A.C. 6A:11-6.1* in 2013 to exempt charter schools from Chapter 28 tenure requirements. 45 *N.J.R.* 26(a) (Jan. 7, 2013). Thus, the ALJ's determination that the Charter

School Program Act does not support the conclusion that charter school employees are entitled to promotional tenure under Chapter 28 is sound.

Finally, petitioner's remaining contentions are moot. Petitioner's assertion that the ALJ accepted an inaccurate definition of "teaching staff member" offered by respondent in connection with her eligibility for streamline tenure as a vice principal is moot because the ALJ correctly determined that petitioner cannot now pursue unpled claims regarding streamline tenure eligibility when her petition alleged only a violation of *N.J.S.A. 18A:28-6*. And because *N.J.S.A. 18A:28-6* does not apply to charter school employees for the reasons explained herein, petitioner's claim that the ALJ should have determined that she met the statutory criteria for obtaining promotional tenure is also moot.

Accordingly, the Initial Decision is adopted as the final decision in this matter, respondent's motion for summary decision is granted, and the petition of appeal is hereby dismissed.

IT IS SO ORDERED.<sup>1</sup>

  
COMMISSIONER OF EDUCATION

Date of Decision: May 23, 2025  
Date of Mailing: May 27, 2025

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<sup>1</sup> 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**

**SUMMARY DECISION**

OAL DKT. NO. EDU 12601-24

AGENCY DKT. NO. 263-8/24

**LAKEEDA SESSOMS,**

Petitioner,

v.

**BOARD OF TRUSTEES OF THE GREAT  
OAKS LEGACY CHARTER SCHOOL, ESSEX  
COUNTY,**

Respondent.

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**Jordan Shead**, Esq., for petitioner (Schwartz Law Group, LLC, attorneys)

**Thomas O. Johnston**, Esq., for respondent (Johnston Law Firm LLC, attorneys)

Record Closed: February 4, 2025

Decided: March 21, 2025

BEFORE **R. TALI EPSTEIN**, ALJ:

**STATEMENT OF THE CASE**

Petitioner Lakeeda Sessoms (“Sessoms”) appeals the decision of respondent Great Oaks Legacy Charter School (the “Charter School”) to non-renew her position as campus director, which she claims violates her promotional tenure rights. Is Sessoms



eligible for promotional tenure at the Charter School? No. N.J.S.A. 18A:28-6 does not establish promotional tenure rights for charter school employees.

### **PROCEDURAL HISTORY**

On August 12, 2024, Sessoms filed a Petition of Appeal (the “Petition”) with the Commissioner of the New Jersey Department of Education (DOE) challenging the decision by the Charter School to non-renew her position as campus director, which she claimed violated her “promotional tenure” entitlement to the position of principal. Specifically, Sessoms claims that the Charter School “violated her promotional tenure rights pursuant to N.J.S.A. 18A:28-6” and seeks “reinstatement as a Principal.” (Petition, Count 1 and Wherefore Clause.) The Charter School filed an Answer to the Petition, dated September 3, 2024, which raised affirmative defenses, including that the single-count Petition failed to state a claim or cause of action for which relief can be granted. (Answer, Fifth Affirmative Def.)

The DOE transmitted this case to the Office of Administrative Law (OAL), where it was filed on September 4, 2024, as a contested case under the Administrative Procedure Act, N.J.S.A. 52:14B-1 to -15, and the act establishing the OAL, N.J.S.A. 52:14F-1 to -13, for a hearing under the Uniform Administrative Procedure Rules, N.J.A.C. 1:1-1.1 to -21.6. The matter was assigned to me on September 20, 2024. At the prehearing conference on October 2, 2024, the parties agreed that the material facts were undisputed and that the issue to be adjudicated was appropriately decided on a motion for summary decision, as a matter of law. I set a briefing schedule, which was further extended at the parties’ requests, and the parties filed their cross-motions for summary decision in a timely manner. Sessoms and the Charter School filed their respective motions for summary decision on December 17, 2024. The parties filed their briefs in opposition and further support of their cross-motions on February 4, 2025, and the cross-motions were fully briefed.

### **FINDINGS OF MATERIAL FACT**

The following material facts derived from the motion pleadings submitted herein are undisputed and, therefore, deemed as **FACT**.

The Charter School is duly approved by the Commissioner of Education to operate as a charter school in Newark under the New Jersey Charter School Program Act. The Charter School operated pursuant to its charter mission and application, subject to a renewal application process every five years for authorization from the Commissioner to continue to operate. (Cert. of Jared Taillefer (“Taillefer Cert.”), ¶ 2.)

The Charter School employed Sessoms as a teacher effective August 7, 2012, for the 2012–2013 school year in the capacity of “teacher.” (P-1.) Sessoms holds a valid teaching certificate, but her contract with the Charter School did not require a teacher certificate. (Taillefer Cert., Ex. B; P-2.)

Sessoms continued her employment in the capacity of teacher through the 2016–2017 school year. (See Taillefer Cert., ¶ 3, Ex. A.) Each of Sessoms’s employment contracts with the Charter School was issued annually for one-year periods. (Ibid., ¶ 4.)

For the 2017–2018 school year, the Charter School offered Sessoms a contract to serve as an “instructional leader.” Sessoms accepted the offer. Her base salary increased by \$7,500. (Ibid., Ex. C.)

For the 2018–2019 school year, the Charter School offered Sessoms a contract to serve as a “vice principal.” Sessoms accepted the offer. Her base salary increased by \$3,500. (Ibid., Ex. D.) Sessoms served in the capacity of vice principal through the conclusion of the 2020–2021 school year. (Ibid., Ex. E.)

For the 2021–2022 school year, the Charter School offered Sessoms a contract to serve as a “principal.” Sessoms accepted the offer. Her base salary increased by \$9,500. (Ibid., Ex. F.)

For the 2022–2023 school year, the Charter School offered Sessoms a contract to serve as a “campus director.” Sessoms accepted the offer. Her base salary increased by \$10,000. (Ibid., Ex. G.) Sessoms continued in her capacity as campus director for the 2023–2024 school year. (Ibid., Ex. H.)

Sessoms received a 2.39 overall score on her 2023–2024 performance review and was rated “partially effective” (an overall score of 3 is required for an “effective” rating.) (Ibid., Ex. J.)

The Charter School non-renewed Sessoms’s contract as “campus director” for the 2024–2025 school year and advised, by letter dated May 13, 2024, that her employment with the Charter School would terminate on June 30, 2024. (P-19.)

On May 28, 2024, Sessoms emailed the Charter School’s executive director inquiring about the Charter School’s streamline tenure policy. (P-20.)

By way of a June 13, 2024, email, the Charter School’s executive director advised Sessoms that the position she was being “non-renewed” for was “campus director,” but she could remain employed by the Charter School in a teaching position if she returned for the 2024–2025 school year, as she had attained streamline tenure in that position at the conclusion of the 2016–2017 school year. (Taillefer Cert., ¶ 14.)

The Charter School’s streamline tenure policy states, in relevant part:

All certified **teaching staff** members, janitors and secretaries shall acquire streamline tenure on the first day of employment, following five consecutive academic years of effective employment, as determined by the educator evaluation system established by [Charter School] and in accordance with the charter school’s uniform policies and procedures. (Emphasis added.)

[Ibid., Ex. M.]

The Charter School's streamline tenure policy follows N.J.A.C. 6A:11-6.2(a), the applicable regulation governing the acquisition of streamline tenure at charter schools.

"Teaching staff" is defined in the Charter School streamline tenure policy as "staff members who hold non-administrative roles that require certification, such as Teacher, Social Worker, School Nurse, etc." (Ibid. at 0193.)

Sessoms did not return to a teacher position at the Charter School for the 2024–2025 school year. Indeed, Sessoms did not enter into any employment contract with the Charter School for the 2024–2025 school year. (Ibid., ¶ 15.)

### **DISCUSSION AND CONCLUSIONS OF LAW**

Under the Uniform Administrative Procedure, N.J.A.C. 1:1-1.1 to -21.6, which governs the conduct of contested cases before the OAL, a party may file a motion for summary decision on substantive issues in a contested case. N.J.A.C. 1:1-12.5(a). The motion "shall be served with briefs and with or without supporting affidavits." N.J.A.C. 1:1-12.5(b). The administrative law judge presiding over the contested case may grant a party's motion "if the papers and discovery which have been filed, together with the affidavits, if any, show that there is no genuine issue as to any material fact challenged and that the moving party is entitled to prevail as a matter of law." Ibid.; accord Brill v. Guardian Life Ins. Co. of Am., 142 N.J. 520, 530 (1995). When evaluating the cross-motions, the tribunal reviews each motion on its own merits to determine if any party is entitled to prevail as a matter of law.

In requesting to file cross-motions for summary decision, the parties submit that there are no disputed facts requiring a hearing. Having considered their respective submissions, as supported by sworn certifications and documentary evidence, I **CONCLUDE** that the material facts are undisputed and the matter is ripe for summary adjudication.

The sole issue for determination is whether promotional tenure, as provided in N.J.S.A. 18A:28-6, applies to charter school employees. (Pet'r's Br. in Support of Mtn.

for Summary Decision at 2.) Specifically, Sessoms argues that she is entitled to promotional tenure in the position of “principal” at the Charter School. The Charter School contests Sessoms’s claim and asserts that, as a matter of law, N.J.S.A. 18A:28-6 has no applicability to charter school employees or operations. Rather, the process for acquiring tenure at a charter school is governed by the Charter School Program Act of 1995, N.J.S.A. 18A:36A et seq. (the “Charter School Act”), and the Act’s implementing regulations. (Resp’t’s Moving Br. in Support of Mtn. for Summary Decision at 1, 6-9.)<sup>1</sup> As discussed below, I agree with the Charter School.

### **Standards for Statutory Construction**

When interpreting a statute, a judge is “required to carefully examine the words chosen by the Legislature in expressing its intent as well as the overall purpose of [the Act] and its neighboring and related provisions. New Jersey Mfrs. Ins. Grp./Garrison Lange v. Holger Trucking Corp., 417 N.J. Super. 393, 397 (App. Div. 2011); see also In re Boardwalk Regency Casino License Appl., 180 N.J. Super. 324, 344 (App. Div. 1981) (citations omitted), modified on other grounds, 90 N.J. 361 (1982), appeal dismissed, Perlman v. Att’y Gen. of N.J., 459 U.S. 1981, 103 S. Ct. 562, 74 L. Ed. 2d 927 (1982) (it is the responsibility of the court “not to ignore the words used by the Legislature and, if possible, to harmonize the meaning of the statute so that no words or phrases are deemed inoperative, superfluous or meaningless.”)

Statutory construction begins with a review of “the statute’s plain language, which is the best indicator of legislative intent. . . . If the language of the statute clearly reflects the Legislature’s intent, then the court applies the law as written, affording the terms their plain meaning.” State v. Scudieri, 469 N.J. Super. 507, 513 (App. Div. 2021); Richardson v. Bd. of Trs. Police & Firemen’s Ret. Sys., 192 N.J. 189, 195 (2007) (“If the plain language leads to a clear and unambiguous result, then [the] interpretive process is over.”) If the language is ambiguous, the court may resort to extrinsic interpretative

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<sup>1</sup> The Charter School also points to comments by the State Board concerning the 2013 proposed rule changes to the charter school tenure regulations as further support that “[t]he State Board explicitly ‘repealed’ promotional tenure’s application to streamline tenure and ‘replaced’ it with the current streamline tenure rules. 44 N.J.R. 2151(a) (Summary to N.J.A.C. 6A:11-6.1)” (Resp’t’s Moving Br. in

aids, including legislative history, to determine the statute's meaning.” Scudieri, 469 N.J. at 513.

The court “interprets a regulation in the same manner that it would interpret a statute. Determining the intent of the drafter is its paramount goal. Generally, the drafter's intent is found in the actual language of the enactment. . . . if it is otherwise unambiguous . . . [the court] must construe the regulation as written.” US Bank, N.A. v. Hough, 210 N.J. 187, 199 (2012).

### **The Applicable Law**

Tenure rights are statutory, not contractual. DiNapoli v. Bd. of Educ. of Twp. of Verona, 434 N.J. Super. 233, 237 (App. Div. 2014) (citing Zimmerman v. Bd. of Educ. of City of Newark, 38 N.J. 65, 72 (1962). “Tenure arises only upon compliance with the precise conditions articulated in the statute.” Picogna v. Bd. of Educ. of Twp. of Cherry Hill, 143 N.J. 391, 400 (1996.) “To acquire the security of tenure, the precise conditions enunciated in the applicable statute must be met.” DiNapoli at 237–238.

### **The Charter School Act and Its Implementing Regulations**

Effective January 11, 1996, the New Jersey Legislature enacted the Charter School Act (P.L. 1995 c. 426, N.J.S.A. 18A:36A). The Charter School Act authorizes the Commissioner of Education to establish a charter school program. As set forth in the Charter School Act, the Legislature determined that “the establishment of a charter school program is in the best interests of the students of this State.” Among other benefits, the Legislature recognized that “charter schools offer the potential to improve pupil learning; . . . establish a new form of accountability for schools; require the measurement of learning outcomes; . . . and establish new professional opportunities for teachers.” N.J.S.A. 18A:36A-2.

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Support of Mtn. for Summary Decision at 9). The rule changes resulted in the deletion of N.J.S.A. 18A:28-6 (and two other tenure-related statutes) from N.J.A.C. 6A:11-6.1.

Regarding tenure, the Charter School Act provides that:

**An employee of a charter school shall not accrue tenure pursuant to N.J.S.18A:17-2, N.J.S.18A:17-3, or N.J.S.18A:28-5,<sup>2</sup> but shall acquire streamline tenure pursuant to guidelines promulgated by the commissioner, and the charter shall specify the security and protection to be afforded to the employee in accordance with the guidelines.**

[N.J.S.A. 18 A:36A-14(e) (emphasis added).]

The New Jersey Administrative Code, Chapter 11, Charter Schools, provides the state regulations to implement the Charter School Act. Specifically, N.J.A.C. 6A:11-1-1(a) states that:

The purpose of this chapter is to **provide the rules to govern the implementation of the Charter School Program Act**, N.J.S.A. 18A:36A-1 et seq. **The rules define the processes for:** establishing and operating charter schools; complying with the School Ethics Act (N.J.S.A. 18A:12-21 et seq.); implementing programs; certifying classroom teachers, principals, and professional support staff; and **applying streamline tenure for teaching staff members**, janitors, and secretaries.

[Ibid. (emphasis added).]

N.J.A.C. 6A:11-1.2 further defines “streamline tenure” as “**the** tenure process for all charter school teaching staff members, janitors, and secretaries who are either newly employed in a charter school or employed in a charter school while on leave from a district board of education.” (Emphasis added.)

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<sup>2</sup> N.J.S. 18A:17-2 is the traditional school district tenure provision for “secretaries, assistant secretaries, school business administrators, business managers and secretarial and clerical employees.” N.J.S. 18A:17-3 is the traditional school district tenure provision for “janitorial employees.” N.J.S.18A:28-5 is the traditional school district tenure provision for “teaching staff members . . . in the positions of teacher, principal, vice principal, assistant superintendent, and all school nurses . . . school athletic trainer and all such other employees as are in positions which require them to hold appropriate certificates issued by the board of examiners . . . .”

Neither the Charter School Act nor its implementing regulations provide a process for “promotional” tenure. Instead, the definitional section of the implementing regulations makes clear that “the” tenure process available to specified charter school employees, including “teaching staff members,” is “streamline” tenure. The use of the definitive article “the” before “tenure process” denotes that there is only one process for attaining tenure at a charter school. See, e.g., Sun Co., Inc. v. Zoning Bd. of Adj. of Borough of Avalon, 286 N.J. Super. 440, 447 (App. Div. 1996) (“[T]he singular article ‘the’ modifying the term ‘principal **use**’ reflects an intent that there be but one principal **use** on the property.”) (Emphasis in the original.); New Jersey Mfrs. Ins. Group at 397–398 (“[G]iving the words in the statute their common meaning and concluding that the Legislature’s use of the definite article (“the”) meant that the Legislature intended a ‘single, definite event.’”)

Indeed, Subchapter 6 of the implementing regulations titled “Streamline Tenure” further describes the singular process for acquiring tenure at a charter school after “**five consecutive full academic years of effective employment**” and pursuant to “[s]treamline tenure policies [as] developed and adopted by each charter school’s board of trustees.” N.J.A.C. 6A:11-6.2(a) (emphasis added). Further, streamline tenure is only available to charter school “teaching staff members, janitors and secretaries.” Ibid. Subchapter 6 also provides the rules governing the general “[p]rocess for tenure disputes” and refers exclusively to “procedures and timelines, for hearing **streamline tenure disputes.**” N.J.A.C. 6A:11-6.3 (emphasis added).

As the Charter School correctly notes in its moving papers, the criteria for acquiring tenure at a charter school are “materially different” from the requirements “governing tenure acquisition in resident districts.” (Resp’t’s Moving Br. in Support of Mtn. for Summary Decision at 7). In contrast to streamline tenure, N.J.S.A. 18A:28-5 (“Requirements for tenure”) and N.J.S.A. 18A:28-6 (“Tenure upon transfer or promotion”), the statute that Sessoms relies upon, both have shorter time periods for tenure acquisition (two- or three-year periods).

Applying the rules of statutory construction, the plain language of the Charter School Act and its implementing regulations, specifically N.J.A.C. 6A:11-1.2 and “its



neighboring and related provisions,” decidedly reflects the Legislature’s intent that tenure at charter schools is attained only through the streamline tenure process.

While the clear language of the relevant Charter School Act provisions and implementing regulations ends the interpretive process, the tribunal’s interpretation also meshes with the overall purpose of the Act to create charter schools that “establish a new form of accountability for schools.” N.J.S.A. 18A:36A-2. Lengthening the pathway to tenure and/or imposing more restrictive criteria on who may attain tenure, and how tenure is attained, is directly aligned with the Charter School Act’s objective of “promoting comprehensive educational reform” and making the “[charter] school the unit for educational improvement.” Ibid. In making it more difficult for charter school teaching staff to earn tenure, charter schools retain the flexibility to make decisions about their staffing needs in order “to improve pupil learning” and attain desired learning outcomes. Ibid.

#### **N.J.S.A. 18A:28-6 Does Not Apply to Charter Schools**

As discussed above, the Charter School Act does not provide for the attainment or retention of tenure as a result of promotion or transfer, and the enabling regulations make clear that the Legislature did not intend to confer that statutory tenure right to charter school employees. Indeed, that entitlement is only granted to “teaching staff members” employed by traditional school districts who meet certain performance criteria, as specified in N.J.S.A. 18A:28-6:

**Any such teaching staff member under tenure or eligible to obtain tenure under this chapter**, who is transferred or promoted with his consent to another position covered by this chapter . . . shall not obtain tenure in the new position until after [the expiration of a two or three year period and receipt of two annual evaluations with effective or highly effective ratings within the first three years in the new position].

[Ibid.] (emphasis added).]

N.J.S.A. 18A:28-6 expressly applies to teaching staff members “under tenure,” not streamline tenure. It relates to the prior attainment of tenure “under this chapter” and immediately follows N.J.S.A. 18A:28-5, the tenure acquisition statute for “teaching staff members” that was expressly excepted from application to charter schools by N.J.S.A. 18A:36A-14(e). N.J.S.A. 18A:28-6 is derivative of N.J.S.A. 18A:28-5

Thus, the tribunal is not persuaded by Sessoms’s argument that because 18A:36A-14(e) excepted N.J.S. 18A:17-2, N.J.S. 18A:17-3, and N.J.S. 18A:28-5 but did not reference N.J.S.A. 18A:28-6 it can be inferred that the Legislature intended to extend this additional tenure entitlement to teaching staff members at charter schools. Rather, the reference to the three statutes in N.J.S.A. 18A:36A-14(e) is more readily explained by the fact that each of the referenced statutes relates to the attainment of tenure for school district employees in the positions of secretaries, janitors and teaching staff members, respectively. By expressly referencing them in N.J.S.A. 18A:36A-14(e), the Legislature intended to make clear that none of those tenure provisions applied to secretaries, janitors or teaching staff members employed by a charter school because the streamline tenure process applied to them instead.<sup>3</sup> Sessoms’s position that “promotional tenure” is available to charter school employees is contrary to legislative intent and, as discussed above, not supported by a plain reading of the relevant statutes and their enabling regulations. Thus, I **CONCLUDE** that N.J.S.A. 18A:28-6 does not apply to charter school employees and, therefore, Sessoms is not eligible for “promotional tenure” under that provision.<sup>4</sup>

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<sup>3</sup> Sessoms’ reliance on In re Suspension of Teaching Certificate of Van Pelt, 414 N.J. Super. 440 (App. Div. 2010) is misplaced as it is factually distinguishable. In that case, the Appellate Division was faced with a statutory construction issue that is not present here. In Van Pelt, the Court ruled that “[g]iven the **absence of administrative regulations or provisions in the [Charter School Act]** concerning the disciplining of charter school teaching staff members for unprofessional conduct by improperly resigning from their teaching positions, N.J.S.A. 18A:26-10 and N.J.S.A. 18A:28-8 are applicable to those teaching staff members through the broad terms of N.J.S.A. 18A:36A-11(a), which requires charter schools to operate in accordance with statutes governing other public schools.” Id. at 449 (emphasis added). In stark contrast, here, the subject matter at issue, *i.e.*, the attainment of tenure, *is not absent from, but expressly provided for in, the Charter School Act* and its enabling regulations make clear that streamline tenure is the singular form of tenure entitlement available to charter school employees.

<sup>4</sup> Because N.J.S.A. 18A:28-6 does not apply to charter school employees, the tribunal need not address Sessoms’ arguments that she met the consecutive service and evaluative criteria set forth in that statute. For the same reason, also irrelevant is Sessoms’ claim that the Charter School considered the position of Campus Director identical to the position of Principal for the purpose of attaining promotional tenure at the Charter School. Likewise, the parties’ disagreement concerning the “interchangeability” of those roles

### **Sessoms Is Not Entitled to Relief for Unpled Claims**

The Petition contains a single count for relief premised on the Charter School's alleged violation of N.J.S.A. 18A:28-6. (Petition, Count I.) As set forth above, N.J.S.A. 18A:28-6 does not apply in the charter school context. Accordingly, the Petition fails to state a cognizable cause of action and is subject to summary dismissal.

In her motion for summary decision, Sessoms raises new claims and seeks alternate forms of relief based on her alleged entitlement to "streamline tenure" as a vice principal "due to her valid administrative service from July 1, 2018 to June 30, 2024." (Pet'r's Notice of Mtn.) At no time prior to filing her motion for summary decision did Sessoms request to amend her petition. Further, there is no justification for her failure to do so, as her 11th-hour claim arises from the exact same set of facts that were known to her when she filed the Petition. See, e.g., Capps v. Rowan Univ., 2021 N.J. Super. Unpub. LEXIS 2573, \*14 (Nov. 12, 2021) (Court properly declined to consider plaintiff's proposed additional claims as they were first raised after defendant filed for summary judgment and were based on the same facts known to plaintiff when he filed the complaint.)

Setting aside the procedural impropriety that militates against the tribunal's consideration of Sessoms's new claim for relief, it also fails as a matter of law. Put simply, there is no merit to Sessoms's assertion that she attained streamline tenure in the position of vice principal. That is so for the simple and indisputable fact that she failed to meet a threshold criterion for streamline tenure that requires employment for "five consecutive full academic years." N.J.A.C. 6A:11-6.2(a).<sup>5</sup> It is undisputed that Sessoms was employed as vice principal for only three years. (Taillefer Cert., Exs. C to E.) Accordingly, I **CONCLUDE** that Sessoms is not entitled to streamline tenure in the role of vice principal.

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does not create a genuine issue of disputed fact precluding summary decision. The disputed fact is immaterial because Sessoms is not entitled to promotional tenure in any event.

<sup>5</sup> In light of Sessom's inability to meet this requisite criterion, her remaining claims of entitlement to streamline tenure in the role of vice principal need not be addressed.

**ORDER**

Given my findings of fact and conclusions of law, I **ORDER** that Sessoms's motion for summary decision is **DENIED**, the Charter School's motion for summary decision is **GRANTED**, and Sessoms's Petition of Appeal is **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 Acting 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**. Exceptions may be filed by email to [ControversiesDisputesFilings@doe.nj.gov](mailto:ControversiesDisputesFilings@doe.nj.gov) or by mail to Office of Controversies and Disputes, 100 Riverview Plaza, 4th Floor, PO Box 500, Trenton, New Jersey 08625-0500. A copy of any exceptions must be sent to the judge and to the other parties.



March 21, 2025

DATE

R. TALI EPSTEIN, ALJ

Date Received at Agency:

March 21, 2025

Date Mailed to Parties:

March 21, 2025

cc

**APPENDIX**

**For Petitioner:**

Notice of Motion for Summary Decision, dated 12/17/24

Brief in Support of Motion for Summary Decision, attaching Exhibits 1–22, dated 12/17/24

Proposed Order (erroneously titled Brief in Support of Motion for Summary Decision)

Brief in Opposition of [sic] Charter [School]’s Motion and in Support of Petitioner’s Cross-Motion for Summary Decision, attaching Exhibits 23–27, submitted on 2/4/25

**For Respondent:**

Respondent Great Oaks Legacy Charter School Inc.’s Notice of Motion for Summary Decision, dated 12/17/24

Moving Brief in Support of Charter School’s Motion for Summary Decision, attaching 2012 N.J. S.N. 1455 and 44 N.J.R. 2151(a) (Rule Proposals), dated 12/17/24

Certification of Jared Taillefer, with Exhibits A–M, dated 12/17/2024

Letter Brief in Opposition to Petitioner’s Motion for Summary Decision, dated 2/4/25