

New Jersey Commissioner of Education
Final Decision

Richard Gianchiglia,

Petitioner,

v.

Board of Education of the Borough of
Middlesex, Middlesex County,

Respondent.

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

Petitioner contends that the Board involuntarily transferred him from a tenured building principal position to a position titled "principal on special assignment" with different job responsibilities, thereby violating his tenure rights pursuant to *N.J.S.A. 18A:28-5*. The Board contends that it has not violated petitioner's tenure rights because the principal on special assignment position is within the scope of petitioner's certification and endorsement as principal.

The matter was transferred to the OAL as a contested case. Petitioner moved for summary decision, contending that none of the material facts were disputed and that he does not perform any principal duties in his current position—a principal position in name only. The Board opposed summary decision, claiming that material issues of fact were disputed.

Specifically, the Board contended that petitioner still does perform traditional principal duties along with additional, district-level responsibilities pertaining to security.

The Administrative Law Judge (ALJ) granted petitioner's motion for summary decision upon finding that "petitioner does not perform any regular principal duties consistent with the role of his tenured position as principal" in his current position as principal on special assignment. Initial Decision at 11. Consequently, the ALJ concluded that the Board's involuntary transfer of petitioner to the principal on special assignment position violated his tenure rights. *Id.* at 15. The ALJ further concluded that the principal on special assignment position was not within the scope of petitioner's certification and endorsement as principal. *Ibid.* The ALJ ordered the Board to restore petitioner to the position of building principal.

In its exceptions, the Board argues that the Commissioner should reject the Initial Decision and remand the matter for further development of the factual record. It contends that the nature and scope of petitioner's current job duties are disputed material facts. While petitioner asserts that he is no longer performing any building principal duties, the Board maintains that he is still performing traditional principal duties along with additional responsibilities related to security. For that reason, the Board claims that petitioner's tenure rights have not been violated and that this matter is distinguishable from *City Association of Supervisors and Administrators v. State-Operated School District of the City of Newark, Essex County*, EDU 00849-13 (Initial Decision, July 14, 2014) and EDU 00788-15 (Initial Decision, June 16, 2015), *adopted*, Commissioner Decision No. 269-15R (August 13, 2015).

In response, petitioner argues that the Commissioner should adopt the ALJ's Initial Decision. He denies that any material facts are disputed and maintains that he was involuntarily

transferred from a tenured principal position to a principal position in name only with no real principal responsibilities. He concedes that the parties did not stipulate to the duties he performs on a daily basis; however, he maintains that the Board admitted that his responsibilities are “district-level.” He argues that this matter closely resembles *City Association*, wherein the Commissioner agreed with the ALJ that former principals were involuntarily transferred to new and distinct positions in violation of their tenure rights when they were no longer doing the work of a building principal.

Upon review, the Commissioner rejects the Initial Decision. The parties’ submissions reflect that the material facts pertaining to the nature and scope of petitioner’s current day-to-day job duties and responsibilities are disputed and present a genuine issue which can only be determined in an evidentiary proceeding. *N.J.A.C. 1:1-12.5(b)*; *Contini v. Bd. of Educ. of Newark*, 286 *N.J. Super.* 106, 121 (App. Div. 1995). Petitioner’s certification in support of his motion for summary decision makes no mention of his current day-to-day job duties and responsibilities. Thus, the granting of petitioner’s motion for summary decision was premature.

Accordingly, the Initial Decision is rejected and the matter is remanded to the OAL for further proceedings.

IT IS SO ORDERED.


COMMISSIONER OF EDUCATION

Date of Decision: October 24, 2025
Date of Mailing: October 27, 2025



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

INITIAL DECISION

SUMMARY DECISION

OAL DKT. NO. EDU 18123-24

AGENCY DKT. NO. 361-11/24

RICHARD GIANCHIGLIA,

Petitioner,

v.

**BOROUGH OF MIDDLESEX BOARD
OF EDUCATION, MIDDLESEX COUNTY,**

Respondent.

Andrew L. Schwartz, Esq., and Jordan Shead, Esq., for petitioner (Schwartz Law Group, LLC, attorneys)

Aron G. Mandel, Esq., for respondent (The Busch Law Group, attorneys)

Record Closed: July 17, 2025

Decided: August 15, 2025

BEFORE **MARY ANN BOGAN, ALJ:**

STATEMENT OF THE CASE

Petitioner, Richard Gianchiglia, is employed by the Borough of Middlesex Board of Education (the District or Board). The Board transferred petitioner without his consent from his tenured principal position to a position titled principal on special assignment. The

petitioner claims that the transfer violates his tenure rights under N.J.S.A. 18A:28-5, and seeks reinstatement to building principal, effective October 7, 2024, together with any back pay or emoluments owed. The Board contends that the transferred position is within the scope of petitioner's certification and endorsement as principal and therefore his tenure rights have not been violated.

PROCEDURAL HISTORY

The petitioner filed his appeal with the New Jersey Department of Education, Office of Controversies and Disputes, on November 15, 2024. An answer was filed on behalf of the Board on December 30, 2024, and the matter was transmitted to the Office of Administrative Law (OAL), where on December 31, 2024, it was filed as a contested case. N.J.S.A. 52:14B-1 to -15. On March 12, 2025, the petitioner filed a motion for summary decision stating the only issue left to decide is a legal issue since the district seeks to circumvent his tenure rights by transferring him to a "principal position" in name only, a role that contains no real principal duties. The Board opposed the petitioner's motion and on May 30, 2025, filed a letter brief in lieu of a more formal submission disputing petitioner's factual allegations that he does not perform principal duties and argues that there are material facts in dispute necessitating a plenary hearing. After the petitioner filed a response and submissions were received, the record closed on July 17, 2025.

DISCUSSION AND FINDINGS OF FACT

Undisputed Facts

Based on the credible documentation submitted, the following foundational facts are not in dispute; accordingly, I **FIND** as **FACTS**:

Petitioner has been employed by the Board since September 1, 2002. He began working as a health and physical education teacher under his instructional certificate. In December 2008 petitioner was promoted to the position of director of athletics in the district under his administrative certificate with a supervisor endorsement. Petitioner remained in this position for five years. (P-1.)

Effective July 1, 2014, petitioner was promoted to the position of principal of Hazelwood Elementary School. Petitioner attained tenure as a principal.

On July 9, 2024, during a scheduled vacation, petitioner received a phone call from Dr. Roberta Freeman, superintendent, about a new position entitled “director of school safety and security.” Before the call ended, petitioner informed the superintendent that he would consider the new role.

On July 11, 2024, the superintendent sent a text message to petitioner asking whether he had an opportunity to consider accepting the new role as director of school safety and security.

On July 12, 2024, petitioner responded to the superintendent’s text and requested a meeting once he returned from his vacation to further discuss the position and to discuss his questions. Also, on July 12, 2024, petitioner was notified in writing that the Board intended to discuss petitioner’s employment at its Board meeting on July 17, 2024. (P-3; Certification of Dr. Roberta Freeman (Freeman Cert.).)

The petitioner and the superintendent met on July 15, 2024, to discuss the new position. (P-2; Certification of Richard Gianchiglia (Gianchiglia Cert.).) After the meeting ended the petitioner informed the superintendent that he was still considering whether to accept the new role. The next day, petitioner emailed the superintendent and informed her that he declined the new position and that he “would like to remain the Principal of Hazelwood School.” (P-4.) At that same time, petitioner’s counsel sent a letter to Board counsel stating that petitioner’s position was not voluntary and petitioner intended to challenge the Board’s action if the Board continued to proceed with the transfer. (P-5.)

At the July 17, 2024, Board meeting, the new job title and job description for the role of “Director of School Safety and Security, non-affiliated position,” was approved by the Board. (P-6.) The Board did not approve a transfer involving petitioner at that time. Following the Board meeting, the Board created a new job title “Principal on Special

Assignment” and added to the job description “performs other duties as performed by building principals.” (P-8, 9.)

On August 19, 2024, the Board served petitioner with a “Rice Notice” stating that the terms and conditions of his employment would be discussed at the Board meeting scheduled for August 21, 2024. (P-7.) Petitioner emailed the superintendent expressing his disappointment with the anticipated transfer to the “principal on special assignment” position, which his attorney told him about. He asked the superintendent where he should report for the new position and asked for a meeting to discuss the new position. The superintendent notified petitioner that his transfer would be “pending the appointment of a new principal for Hazelwood School,” and he was to continue to serve as the Principal of Hazelwood School until a new principal appointment for that school was made. Superintendent Freeman sent a sample calendar of duties for the principal on special assignment, petitioner’s new position. (P-11.)

The purpose of the sample calendar is to “ensure the Principal on Special Assignment maintains a proactive and comprehensive approach to school security, balancing immediate needs with long-term planning and community engagement.” These entries state in part:

- Conduct a New Year security review and update district-wide emergency plans.
- Host a monthly BTAM (Behavioral Threat Assessment Management) meeting.
- Meet with local law enforcement to review security plans.
- Conduct a site assessment at three schools.

[P-11.]

At the August 21, 2024, Board meeting, the Board approved the job title for principal on special assignment and the job description for this position with a new bullet point, that states “performs other duties as performed by building principals.” A Board resolution was passed, transferring the petitioner to this position. (P-8, 9; Freeman Cert.)

Petitioner began working in the position of principal on special assignment effective October 7, 2024, following the appointment of a new principal at Hazelwood Elementary School.

Arguments of the Parties

With respect to the motion, petitioner argues the only remaining issue is a legal issue, as to “whether the District’s unilateral transfer of Petitioner to the ‘Principal on Special Assignment’ position violates his tenure rights as a principal;” and “whether the title ‘Principal on Special Assignment’ is a principal title for tenure purposes.” (Petitioner’s Brief in Reply to Respondent’s Opposition to Motion for Summary Decision (Pet’r’s Reply Br.) at 1,2.)

Petitioner argues that the Board involuntarily transferred him to the position of principal on special assignment, a role that contains no real principal responsibilities. Rather, the district “seek to circumvent [petitioner’s] tenure rights by transferring him to a ‘principal’ position in name only.” Since petitioner transferred to the principal on special assignment position, petitioner has not performed any regular principal duties that are consistent with the role of a principal and he has been excluded from regular meetings held for building principals, including the meeting requested by the Board regarding testing data. (See Petition ¶¶20; Board’s Answer to Petition ¶¶20.)

The unilateral transfer removed him from his principal title, and the Board hired a non-tenured administrator for the principal position previously held by petitioner.

Further, petitioner argues that the revised job description for principal on special assignment does not contain actual principal functions. Instead, the duties of the position, which had been initially titled director of school safety and security, consist of overseeing the Board’s safety and security policies and procedures. (See P-11.) It was only after petitioner declined to voluntarily transfer to this title that the Board revised the title to principal on special assignment. This revision retitled the position without making any material changes to the actual job description, and the job description is a “carbon copy”

of the job description for the director of school safety and security position, except for the line that states “performs other duties as performed by building principals.” (See P-9; P-10.) This difference “only further emphasize[s] . . . that the subject job description is not that of a building principal” and requires district-wide duties to be performed. (Pet’r’s Reply Br. at 3.) To further emphasize this distinction, petitioner shared his annual salary notice for the 2025–2026 school term that identifies the change in petitioner’s office location to “Central Administration.” (P-17.)

Also, petitioner points out, the Board acknowledged the position was created and developed partially to address a number of critical district-wide initiatives and strategic needs that are related to all school buildings and facilities in the district, and this job duty is contrary to the job duties of a building principal. (Pet’r’s Reply Br. at 3.)

Additionally, to further demonstrate that the Board involuntarily transferred petitioner to a position that contains no real principal duties, when the non-tenured principal of Woodland Intermediate School recently took an early maternity leave of absence beginning October 14, 2024, petitioner was not considered as a temporary replacement. (See Petition ¶¶21; Board’s Answer to Petition ¶¶21.) Instead, the Board hired an employee who never previously served as a principal in the district to serve as the maternity-leave replacement, and this employee was non-tenured. The Board then hired a non-tenured employee to fulfill the remainder of the staff members maternity leave, despite petitioner’s tenure status.

Finally, petitioner asserts there are no genuine issues of material fact, and the petitioner is entitled to summary decision, holding the Board’s unilateral transfer of petitioner to the ‘Principal on Special Assignment’ position violates his tenure rights as a principal.

In opposition to the petitioner’s motion, the Board disputes petitioner’s factual allegation that his current job responsibilities as principal on special assignment does not include any responsibilities which are consistent with the role of a school principal. The Board argues, petitioner continues to perform both traditional school-principal responsibilities as well as “additional job responsibilities that are distinct from and beyond

the scope of the role of traditional school principal.” (Freeman Cert. at 4.) The Board claims that the new role was “created and developed partially to address critical District-wide initiatives and strategic needs that relate to all schools, buildings, and facilities in the District, as opposed to only one specific school in the District.” (Ibid.) The Board specifically disputes petitioner’s claim that he was improperly excluded from a principals’ meeting held in the district during the current school year. Instead, the Board invited petitioner to all meetings that were “necessary or appropriate for him to attend,” and “petitioner has in fact been invited to multiple Superintendent’s Cabinet Meetings during the 2024–2025 school year.” (Ibid.)

The Board also argues that petitioner’s claim that he does not perform principal duties is inconsistent with the facts. Petitioner has been “assigned or responsible for duties as performed by building principals including, but not limited to, assuming responsibility for the management of schools in accordance with laws and policies, exercising leadership in school level planning, maintaining an effective learning climate, maintaining high standards of student conduct and enforcing discipline as necessary, reporting incidents of violence, vandalism and substance abuse, ensuring removal of students found in possession of weapons, planning and supervising emergency drills, conducting staff meetings, keeping the Superintendent informed of school activities, assuming responsibility for his own continued professional growth and development, and attending special events.” (Freeman Cert. at 6–7.) The Board also argues that there are “substantial disputed issues of fact with regard to the proportion of responsibilities that petitioner regularly performs in his current position that are typical of a traditional school principal, as opposed to those that may be reasonably viewed as separate and distinguishable from traditional principal duties.” (Respondent’s Opposition to Motion for Summary Judgement at 13.)

The Board also claims that petitioner does not state in his petition that he had any tenure rights to hold a temporary position as a maternity-leave replacement principal, and that “the demands of his current position of principal on special assignment would preclude any assignment of Petitioner as a temporary replacement or substitute for another building principal during a leave of absence.” (Freeman Cert. at 5.) Respondent further contends that “the primary focus of the Principal on Special Assignment role

relates to ‘District-level priorities,’” and any assignment of petitioner to a temporary position of principal at the Woodland Intermediate School would “detract from his essential job responsibilities in his current position as Principal on Special Assignment.” (Ibid.)

The Board also argues that it has “ensured that Petitioner has retained all tenure rights and status in the position of principal pursuant to N.J.S.A. 18A:28-5 and N.J.S.A. 18A:28-6 and petitioner has not been subjected to any reduction in salary or compensation.” (Respondent’s Opposition to Motion for Summary Decision at 7.) Rather, the decision by the Board “reflects an assignment designed to meet District needs, consistent with Petitioner’s qualifications and the Board’s discretion.” (Freeman Cert. at 6.)

Finally, the Board asserts, there remains material issue of facts as to “the nature and scope of responsibilities performed by petitioner”, and therefore this matter should proceed to a plenary hearing to present testimony and evidence.

Additional Findings of Fact

The factual dispute raised by the Board is whether petitioner is performing job duties consistent with the role of a school principal, in his current job responsibilities as principal on special assignment. More specifically, the Board argues, there are material facts in dispute regarding the “specific nature, extent, and scope of the job responsibilities performed by petitioner in his current position in the district, as principal on special assignment.” The Board contends that petitioner’s duties encompass “both traditional school principal responsibilities as well as additional job responsibilities that are distinct from and beyond the scope of the role of a traditional school principal,” and consist of “district-level priorities.” (Freeman Cert. at 4.) Petitioner contends that the newly created principal on special assignment job description is identical to the description for the director of school safety and security position that he declined and is outside the scope of the principal position. The only difference between the duties of the positions is a one-line bullet point that states to “perform[] other duties as performed by building principals,” and since petitioner transferred to the principal on special assignment position, he has

“not performed any regular principal duties that are consistent with the role of a principal.”

After reviewing the entire record, I **FIND** as **FACTS**:

1. The duties of principal on special assignment as set forth in the superintendent’s certification are not related to duties performed by a principal in a single school building. The duties performed by petitioner are district wide initiatives relating to all school buildings and district facilities. (Freeman Cert. at 4.)
2. The principal on special assignment qualifications does not require a valid New Jersey principal certificate or certificate of eligibility. The qualifications for principal on special assignment are identical to the qualifications for director of school safety and security, a non -affiliated position.
3. The record does not demonstrate whether or not petitioner has earned a school safety special certificate, a requirement for the “principal on special assignment” position.
4. The purpose of the role of principal is to manage a single school building and “to provide leadership and managerial oversight of the instructional program and school operations to ensure a school climate that fosters the educational development of each pupil.” (P-12.) Whereas the principal on special assignment role is to ensure a “proactive and comprehensive approach to school security, balancing immediate needs with long-term planning and community engagement” focused on “district-level priorities” and “initiatives that relate to all schools, buildings and facilities in the District, as opposed to one specific school in the district.” (P-9.)
5. The sample calendar of duties provided to the petitioner to prepare for the role of principal on special assignment does not include principal duties:

- Conduct a New Year security review and update district-wide emergency plans.
- Host a BATM (Behavioral Threat Assessment Management) meeting.
- Meet with local law enforcement to review security plans.
- Conduct a site assessment at three schools.

[P-11.]

6. The petitioner is no longer required to work in a single school building. His new work location is a central administration location. (P-17.)
7. The Board merely “correct[ed]/revise[d]” the job title of the director of school safety and security to principal on special assignment, inserted a catch all phrase to the job description, “performs other duties as performed by building principal”, and transferred petitioner to the same job with the same duties as set forth in the director of school safety and security position, without his consent.
8. The petitioner lost no salary or benefits as a result of the transfer.

Also, the Board’s attempt to raise an issue of fact with respect to its appointment of a supervisor to a principal position to cover a maternity leave, and the appointment of a non-tenured employee to cover the remainder of the school year is not persuasive and does not create a disputed issue of fact. The petitioner did not seek an entitlement to fill a temporary maternity leave placement. Rather petitioner added these facts for “context” to buttress his claim that the district excluded him from being a building principal for purposes of tenure despite that work being available.

Finally, the Board, by its own actions, demonstrated that it is unreasonable to expect that while performing the duties of principal on special assignment the petitioner can also incorporate and perform building principal duties. For instance, the Board held petitioner’s transfer to his new position as principal on special assignment “pending” until a new

appointment was made to replace him as the principal Hazelwood Elementary School. Moreover, the Board in its responding submissions set forth that even a temporary position to other principal positions would “detract from his essential job responsibilities in his current position as Principal on Special Assignment,” a position with “district level priorities.”

Accordingly, I **FIND** the petitioner does not perform any regular principal duties consistent with the role of his tenured position as principal when the District involuntarily transferred petitioner to the principal on special assignment position.

LEGAL ANALYSIS AND CONCLUSIONS OF LAW

While the Uniform Administrative Procedure Rules governing motions, N.J.A.C. 1:1-12.1 to -12.7, do not specifically limit the types of motions that may be made in administrative hearings or otherwise preclude a “motion to dismiss,” the more common method for resolving a case on the papers without a plenary hearing is by a motion for summary decision pursuant to N.J.A.C. 1:1-12.5.

Under N.J.A.C. 1:1-12.5, “[a] party may move for summary decision upon all or any of the substantive issues in a contested case.” N.J.A.C. 1:1-12.5(a). Such motion “shall be served with briefs and with or without supporting affidavits,” and “[t]he decision sought may be rendered 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.” N.J.A.C. 1:1-12.5(b). However, a motion for summary decision shall be denied if, by responding affidavit, an adverse party “set[s] forth specific facts showing that there is a genuine issue which can only be determined in an evidentiary proceeding.” Ibid.

Summary judgment is analyzed in accordance with the principles established by the Supreme Court in Brill v. Guardian Life Insurance Co., 142 N.J. 520, 540 (1995):

[A] determination whether there exists a “genuine issue” of material fact that precludes summary judgment requires the

motion judge to consider whether the competent evidential materials presented, when viewed in the light most favorable to the non-moving party, are sufficient to permit a rational factfinder to resolve the alleged disputed issue in favor of the non-moving party. The “judge’s function is not . . . to weigh the evidence and determine the truth of the matter but to determine whether there is a genuine issue for trial.”

[Citation omitted.]

See also Nat’l Transfer, Inc. v. N.J. Dep’t of Env’t Prot., 347 N.J. Super. 401, 408–09 (App. Div. 2002).

A summary decision “may be rendered 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.” N.J.A.C. 1:1-12.5(b). That rule is substantially similar to the summary judgment rule embodied in the New Jersey Court Rules. See R. 4:46-2; Judson v. Peoples Bank & Trust Co. of Westfield, 17 N.J. 67, 74 (1954).

Having considered the parties’ submissions, I **CONCLUDE** that the evidence at this juncture is sufficient to properly dispose of this matter by way of summary decision because there are no genuine issues of material fact.

Petitioner challenges the Board’s decision to transfer him from the title of building principal to the title of principal on special assignment because it violates petitioner’s tenure rights under N.J.S.A. 18A:28-5, which protect him from a unilateral transfer to a separate position without consent or tenure charges, citing Armental v. Englewood, OAL Dkt. No. EDU 07775-24, Commissioner Decision March 7, 2025 (Tenure laws prohibit transfer from one separately tenurable position to another absent consent because an involuntary transfer under those circumstances constitutes a dismissal). It is well established that teaching staff members earn tenure not just in a district as a whole, but also in specific positions of employment. See Nelson v. Board of Education of Twp of Old Bridge, 148 N.J. 358,372-73 (1997) (observing that the position of principal is separately tenurable.) Howley v. Ewing Bd. of Educ., 1982 S.L.D. 1328, 1339, aff’d, 1983 S.L.D.

1554. The “position” in which a teaching staff member achieves tenure is either one of the specifically designated positions in N.J.S.A. 18A:28-5 or other employment for which an appropriate certificate is required. Ellicott v. Frankford Twp. Bd. of Educ., 251 N.J. Super. 342, 347 (App. Div. 1991); see Howley, 1982 S.L.D. at 1337. Insofar as the position of principal is specifically enumerated in the tenure statute, our courts have held that this position is “separately tenurable.” Nelson v. Old Bridge Bd. of Educ., 148 N.J. 358, 366 (1997). It is uncontroverted that the petitioner held his position as principal under tenure.

Turning to the merits of petitioner’s motion, with respect to the duties that petitioner currently performs in his role of principal on special assignment as compared to his previous duties as a building principal, it is well established that a school board has the right to deploy staff as it sees fit, including the right to make involuntary transfers. Carpenito v. Rumson Bd. of Educ., 322 N.J. Super. 522, 529 (App. Div. 1999). However, the right to make such transfers is not entirely without limitations, as clarified in the seminal discussion of tenure and seniority rights contained in Howley, 1982 S.L.D. at 1339–40:

The power of a board of education to transfer teachers is limited only to the extent provided by the Tenure law The word “transfer” is most often used in tenure related cases in the context of the proposition that teaching staff members may be transferred within the scope of their certificates. As a blanket statement, this is not entirely correct Under the tenure statutes it is clear that a person tenured in a “position” may not be transferred from that position without his or consent Transfer without such consent constitutes a dismissal from the position and cannot be accomplished without compliance with the tenure hearing law.

Tenured teaching staff members may be involuntarily transferred to another assignment within his or her position, “where no loss of salary or other reduction in employment is suffered and the [teaching staff member] is not singled out for the transfer on a prohibited basis.” Id. at 1340; Williams v. Plainfield Bd. of Educ., 176 N.J. Super. 154 (App. Div. 1980). Such a transfer does not rise to a violation of that teaching staff

member's tenure rights. See also Sheffield v. N.J. State Dep't of Human Servs., 93 N.J.A.R.2d (EDU) 26.

While the Board argues that because petitioner continues to perform principal duties, and there is no loss of salary or other reduction in employment, it is uncontroverted that petitioner is tenured in the position of "principal" and a transfer within petitioner's principal position did not occur. Petitioner was transferred without his consent to a role that does not contain the duties of the building principal. City Ass'n of Supervisor and Administrators v. the State-operated School District of the City of Newark, Essex County, OAL Dkt. EDU 00849-13, Agency Dkt. No 318-11/12 Initial Decision August 27, 2024, Final Commission Decision, August 13, 2015 (held the district's transfer of a tenured principal to a position in which the principal does not perform the work of the principal is a tenure violation).

Even if the parties differing views on the duties petitioner performs each workday remains unresolved, N.J.A.C. 6A:9B-12.3(b), which defines the scope of the principal endorsement to the administrative certificate further supports petitioner's position:

The principal endorsement is required for any position that involves service as an administrative officer of a school or other comparable unit within a school or school district. Such positions shall include assistant superintendent for curriculum and instruction, principal, assistant principal, vice principal, director, and supervisor. Holders of this endorsement shall be authorized to:

1. Provide educational leadership by directing the formulation of goals, plans, policies, budgets, and personnel actions of the school or other comparable unit, by recommending them to the chief district administrator, and by directing their implementation in the school or other comparable unit;
2. Direct and supervise all school operations and programs;
3. Evaluate school staff, including teaching staff members; and

4. Direct the activities of school-level supervisors.

[Emphasis added.]

The regulation makes it clear that the principal endorsement is intended to authorize its holder to perform school-building-level administrative functions, and once petitioner left the school building to report to his new assigned position, he no longer performed those duties. The record is clear, petitioner is now charged with serving as the primary Emergency Management official for the District, maintaining a proactive and comprehensive approach to school security, balancing immediate needs with long-term planning and community engagement and with a primary focus on “[d]istrict-wide initiatives and strategic needs that relate to all schools, buildings, and facilities in the District,” as opposed a single school in the District. The record demonstrates that petitioner is no longer managing the school or exercising leadership of a single school building, and, per N.J.A.C. 6A:9B-12.3, he is not performing duties in the role of the principal.

Even more, the position of principal on special assignment does not require a principal endorsement to qualify and perform the duties and responsibilities.

The record is clear, and I **CONCLUDE** that the involuntary transfer of petitioner to the position of principal on special assignment violated petitioner’s tenure rights under N.J.S.A. 18A:28-5 because the petitioner had been involuntarily transferred to a new and distinct position from that of principal. I also **CONCLUDE** the District’s involuntary transfer of a tenured principal to a position that contains no real principal responsibilities is a violation of tenure. I further **CONCLUDE** the principal on special assignment is not a position within the scope of petitioner’s certification and endorsement as principal and therefore petitioner’s tenure rights have been violated.

Therefore, I **CONCLUDE** that petitioner’s motion for summary decision should be granted. The Board violated petitioner’s tenure rights when he was involuntarily transferred to the position of principal on special assignment.

ORDER

It is hereby **ORDERED** that the District restore petitioner to the position of building principal in accordance with his tenure entitlements.

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, P.O. 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.

August 15, 2025

DATE



MARY ANN BOGAN, ALJ

Date Received at Agency:

Date Mailed to Parties:

MAB/sg/nn