

48-25

OAL Dkt. No. EDU 12449-24

Agency Dkt. No. 221-7/24

**New Jersey Commissioner of Education**

**Final Decision**

Ehimwenma Adeyin,

Petitioner,

v.

Board of Education of the City of Orange, Essex  
County,

Respondent.

The record of this matter and the Initial Decision of the Office of Administrative Law (OAL) have been reviewed and considered. The parties did not file exceptions.

Upon review, the Commissioner concurs with the Administrative Law Judge (ALJ) that petitioner is entitled to continued employment with respondent for the 2024-2025 school year. Respondent failed to provide proper written notification from the Chief School Administrator to petitioner by May 15, 2024, that it was not renewing her employment contract as is required by *N.J.S.A. 18A:27-10*. Thus, by operation of *N.J.S.A. 18A:27-11*, respondent is deemed to have offered her continued employment for the 2024-2025 school year upon the same terms and conditions of petitioner's 2023-2024 contract, with any increases in salary as may be required by law or policies of the board of education. *Vakulchik v. Bd. of Educ. of Borough of Dunellen*, Commissioner Decision No. 194-21 at 6 (Sept. 16, 2021).

Accordingly, the Initial Decision is adopted as the final decision in this matter, and petitioner's motion for summary decision is granted. The Board is directed to issue an employment contract to petitioner, effective July 1, 2024, through June 30, 2025, for the position of assistant principal in compliance with *N.J.S.A.* 18A:27-11 and including all back pay and emoluments owed.

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



ACTING COMMISSIONER OF EDUCATION

Date of Decision: February 7, 2025  
Date of Mailing: February 10, 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 12449-24

AGENCY DKT. NO. 221-7/24

**EHIMWENMA ADEYIN,**

Petitioner,

v.

**BOARD OF EDUCATION OF THE  
CITY OF ORANGE, ESSEX COUNTY,**

Respondent.

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**John T. Farinella, Jr., Esq.,** for petitioner (Schwartz Law Group, LLC, attorneys)

**Tyler Newman, Esq.,** for respondent (Murphy Orlando, LLC, attorneys)

Record Closed: December 23, 2024

Decided: January 13, 2025

BEFORE **KIMBERLY K. HOLMES, ALJ:**

**STATEMENT OF THE CASE**

Petitioner, Ehimwenma Adeyin (“E.A.”), a non-tenured teacher, did not receive written notification of non-renewal from respondent, the Orange Board of Education, before May 15, 2024. Is E.A. entitled to continued employment for the 2024-2025 school year? Yes. Under N.J.S.A. 18A:27-11, Boards of Education are deemed to

have offered continued employment to teaching staff members for the following school year if they fail to provide a contract of employment or a notice of no employment by May 15 of the preceding school year.

### **PROCEDURAL HISTORY**

On May 7, 2024, the Board, during a Zoom meeting, verbally advised E.A. that it did not intend to renew her contract for the 2024-2025 school year. On May 8, 2024, the Board sent E.A. an email stating that “no decision regarding non-renewals [had] been made yet.” The deadline date for the Board to inform E.A. was May 15, 2024.

On May 17, 2024, E.A. provided a written acceptance of the Board’s offer of employment under N.J.S.A. 18A:27-11-12. On May 18, 2024, the Board sent an email along with an undated letter advising E.A. that her contract would not be renewed. On June 12, 2024, E.A. appeared before the Board for a Donaldson Hearing, which is the process where E.A., as a non-tenured teacher, can present reasons to the Board to try and convince them to offer her a contract of employment.

On June 13, 2024, E.A. received an email from the Board stating that it would not overturn the decision of non-renewal of her contract for the 2024-2025 school year. On July 16, 2024, E.A. filed an appeal of the Board’s decision with the New Jersey State Department of Education (“DOE”). On August 26, 2024, the Board filed an answer with the DOE.

On August 28, 2024, the DOE transmitted this case to the Office of Administrative Law (OAL) for a hearing as a contested case under N.J.S.A. 52:14B-1 to -15 and N.J.S.A. 52:14F-1 to -13.

On September 20, 2024, this case was assigned to me for hearing. On October 10, 2024, I held an initial prehearing telephone conference with the parties. On November 8, 2024, I held a status conference. On November 15, 2024, E.A. filed a motion for summary decision; on December 16, 2024, the Board filed its opposition; on December 19, 2024, E.A. filed her reply.

The hearing is scheduled for January 27, 2025.

### **FINDINGS OF FACT**

1. On October 8, 2022, the Board gave E.A. a conditional offer of employment as an assistant principal.
2. On January 2, 2023, E.A. started working for the Board as an assistant principal.
3. On May 10, 2023, E.A. was reappointed as assistant principal for the 2023-2024 school year which ran from July 1, 2023, to June 30, 2024. (P-Ex. 1.)
4. The Board, as a condition of E.A.'s employment, permitted her to enroll in a course to assist her in a permanent principal certification from the NJ DOE under N.J.A.C. 6:9-12.5. (P-Ex. 2.)
5. The Board agreed that E.A. could enroll in the two-year residency program called NJ Leaders-to-Leaders. Upon successful completion of this program, E.A. would be able to obtain her principal's certification from the DOE. (P-Ex. 3.)
6. On May 7, 2024, at 10:39 a.m., the Board advised E.A. of a Zoom meeting. E.A. was present for the meeting. (P-Ex. 4.)
7. On May 7, 2024, at 11:00 a.m., the Board verbally told E.A. it was their intention not to renew her contract for the 2024-2025 school year. (R-A.)
8. On May 7, 2024, at 11:54 a.m., E.A. was advised by email that the Board may discuss her employment status at the May 8, 2024, meeting. (P-Ex. 5.)
9. On May 7, 2024, the Board sent E.A. a RICE notice dated May 6, 2024. (P-Ex. 5; R-B.)
10. On May 8, 2024, at 10:42 a.m., the Board sent E.A. an email stating, among other things, that a meeting was scheduled for that evening but that "no decision regarding non-renewals have been made yet."
11. E.A. was also advised by the Board in the same email that she could request a Donaldson Hearing, which would be held in June of 2024, if her contract was not renewed at the May 8, 2024, meeting. (P-Ex. 6.)
12. At the meeting on May 8, 2024, there was no action taken by the Board as it related to E.A.'s employment contract for the 2024-2025 school year.

13. From May 8, 2024, to May 17, 2024, the Board did not communicate in writing with E.A. regarding her employment contract for the 2024-2025 school year.
14. The statutory deadline for written notification of a non-renewal of a contract by the Board to E.A. was May 15, 2024. (N.J.S.A. 18A:27-11.)
15. On May 17, 2024, at 2:11 p.m., E.A. notified the Board of her acceptance of the offer of employment under N.J.S.A. 18A:27-12. (P-Ex. 7.)
16. On May 18, 2024, at 6:00 p.m., the Board sent E.A. an email to inform her of its decision not to renew her contract for the 2024-2025 school year. (R-C.)
17. In the May 18, 2024, email from the Board to E.A., an undated letter was attached which referred to the RICE notice dated May 6, 2024, but was emailed to E.A. on May 7, 2024. (EA-SY 2425 pdf.)
18. On June 2, 2024, E.A. appeared before the Board for a Donaldson Hearing to appeal its decision not to renew her contract under N.J.A.C. 6A:10-9.1. (R-D.)
19. On June 13, 2024, the Board notified E.A. in writing that it decided not to overturn the non-renewal of her contract and that her last day of employment would be on June 30, 2024. (P-Ex. 9; R-E.)
20. E.A. remain unemployed and has not completed the “Mentoring and Induction” program, which is required in order to obtain a NJ Standard Principal certification. (P-Ex. 2; P-Ex. 3.)
21. Under the Board’s Administrators and Supervisors Association Collective Bargaining Agreement and N.J.S.A. 18A:28-8, an employee is required to give a 60-day notice to the employer to leave the District. (P-Ex. 10.)
22. The Collective Bargaining Agreement does not contain a 60-day notice requirement. (P-Ex. 10.)

### **CONCLUSIONS OF LAW**

A motion for summary decision may be granted if the papers and discovery presented, as well as any affidavits which may have been filed with the application, show that there is no genuine issue of material fact, and the moving party is entitled to prevail as a matter of law. N.J.A.C. 1:1-12.5(b). If the motion is sufficiently supported, the non-moving party must demonstrate by affidavit that there is a genuine issue of fact which can only be determined in an evidentiary proceeding to prevail in such an

application. Ibid. These provisions mirror the summary judgment language of R. 4:46-2(c) of the New Jersey Court Rules.

The motion judge must “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 fact finder to resolve the alleged disputed issue in favor of the non-moving party.” Brill v. Guardian Life Ins. Co. of Am., 142 N.J. 520, 523 (1995). And even if the non-moving party comes forward with some evidence, this forum must grant summary decision if the evidence is “so one-sided that [the moving party] must prevail as a matter of law.” Id. at 536 (citation omitted).

Having read the briefs and certification and having reviewed the attached exhibits, no issues of material fact exist and that this case is ripe for a summary decision.

Therefore, to prevail in challenging the Board’s decision not to renew her employment contract, E.A. “must demonstrate that the Board acted in bad faith, or in utter disregard of the circumstances before it.” A board’s decision may be overturned if its determination violates the legislative policies expressed or implied in the governing act. J.A.H. ex rel. C.H. v. Twp. of Pittsgrove Bd. of Educ., EDU 10826-12, Initial Decision (March 11, 2013) (citing Campbell v. Dep’t of Civil Serv., 39 N.J. 556 (1963), 562 (1963)), adopted, Comm’r (April 25, 2013) <<http://njlaw.rutgers.edu/collections/oal/>>.

As expressly outlined in N.J.S.A. 18A:27-10, the Board did not notify E.A. in writing of its intent not to renew her contract by May 15, 2024. The law specifically required the Board to notify a non-tenured teacher of its intent not renew her employment contract in writing by May 15, 2024. If an employment contract is not renewed, the Board must notify the non-tenured teacher in writing by the designated deadline date. This was not done here.

Under N.J.S.A. 18A:27-10, the Board did not provide any justification for not following the law. The Board advised E.A. by email of its decision not to renew her

contract on May 18, 2024, three days after the statutory deadline date. In that email, the Board attached an undated letter to advise E.A. that her last day of employment would be on June 30, 2024. In short, the Board's actions were unreasonable and not in compliance with the law. Accordingly, the Board failed in this regard.

Under N.J.S.A. 18A:27-11, "should the Board fail to give to any non-tenure teaching staff member a notice that such employment will not be offered, then said board of education shall be deemed to have offered to that teaching staff member continued employment for the next succeeding school year."

E.A. has made an affirmative showing that the Board, by not renewing her employment contract, was wrong and acted in such a way as to conclude that the decision was without a rational basis and in violation of the law. Kopera v. W. Orange Bd. of Educ., 60 N.J. Super. 288, 294 (App. Div. 1960). Succinctly stated, the Board was deemed to have offered E.A. continued employment for the next succeeding school year because it failed to notify her that such employment would not be offered.

The Board, in its opposition brief, argued that it substantially complied with the requirements under N.J.S.A. 18A:27-10. In support, the Board relied on Vakulchik v. Bd. Of Education of Borough of Dunellen, Middlesex County, A-0414-21, 2022 WL, 1275271, at \*5 (N.J. Super. Ct. App. Div. Apr. 29, 2022). Interestingly however, the Board's reliance on Vakulchik supports the Petitioner's position. Thus, its reliance upon Vakulchik is misplaced.

In that case, the decision was consistent with the purpose of N.J.S.A. 18A:27-10, which required the superintendent of the Board to provide timely notice of the important renewal decision as opposed to [letting] a subordinate advise [a] teacher so that the "affected employee can make [an] informed decision regarding future employment, including the ability to request a hearing." There, the NJ DOE Commissioner, in reversing the OAL Initial Decision, stated in the OAL Final Decision that a [employee's] diligence in requesting a written statement of reasons and a Donaldson Hearing cannot be used to her detriment." Vakulchik (#194-21), Commissioner of Education Final



Decision, (September 16, 2021), at 4, (reversing OAL Dkt. No. EDU 09348-20, Agency Dkt. No. 159-7/20, Initial Decision (June 22, 2021).

Here, the Board verbally told E.A. that her contract would not be renewed on May 7, 2024, which would seemingly be in sync with the rationale of Vakulchik. However, the very next day, May 8, 2024, the Board sent E.A. an email stating that “no decision regarding non-renewals have been made yet.” The verbal statement contradicts the written statement of the Board. In a situation like this, E.A. could not reasonably “make an informed decision regarding future employment” which is inconsistent with the Court’s reasoning in Vakulchik. Accordingly, there are no facts asserted by the Board to substantiate a reasonable explanation for why it did not provide E.A. with a written non-renewal by May 15, 2024.

Finally, E.A. has been prejudiced by the Board’s failure to comply with the notification under the law as it short-circuited E.A.’s ability to become certified as a principal. But for the breach of the Board’s statutory and contractual obligations, E.A. could have completed the prerequisite courses to become a certified principal by the NJ DOE under N.J.S.A. 18A:27-10; N.J.S.A. 18A:27-11.

Given the totality of the facts in this case, I conclude that the Board acted in an unreasonable manner by failing to notify her of its decision not to renew her employment contract as required by law under the law. Id.

Accordingly, I **CONCLUDE** that petitioner’s motion for summary decision must be **GRANTED**, and that respondent must be given a contract for the 2024-2025 school year.

### **ORDER**

I **ORDER** that petitioner’s motion for summary decision is **GRANTED**.

I further **ORDER** that the Board issue a contract to petitioner for the 2024-2025 year for the position of assistant principal with all back pay and emoluments owed.

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

This recommended decision may be adopted, modified, or rejected by the **ACTING 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 **ACTING 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.

January 13, 2025

DATE



**KIMBERLY K. HOLMES, ALJ**

Date Received at Agency:

January 13, 2025

Date Mailed to Parties:

January 13, 2025

Isr

## **APPENDIX**

### **Briefs**

#### **For Petitioner**

1. Notice of Motion for Summary Decision, Supporting Brief, Proposed Form of Order and Proof of Service dated November 15, 2024
2. Reply Brief to Respondent's Opposition Brief dated December 19, 2024

#### **For Respondent**

1. Opposition Brief dated December 16, 2024
2. Certification in Opposition dated December 16, 2024

### **Exhibits**

#### **For Petitioner:**

- |          |   |
|----------|---|
| P-Ex. 1  | Reappointment Letter from Board to E.A. dated May 16, 2023  |
| P-Ex. 2  | Board's Reappoint History of E.A. dated May 18, 2023  |
| P-Ex. 3  | NJDOE Standard Residency Agreement signed by the Board on April 27, 2023, and by E.A. on April 20, 2023                                       |
| P-Ex. 4  | Email correspondence from the Board to E.A. regarding Zoom meeting dated May 7, 2024  |
| P-Ex. 5  | Email correspondence from the Board to E.A regarding her RICE letter dated May 7, 2024  |
| P-Ex. 6  | Email correspondence between E.A. and the Board regarding the RICE Notification dated June 26, 2024, and May 8, 2024                          |
| P-Ex. 7  | Email correspondence from E.A. to the Board regarding the acceptance of her Offer of Employment dated May 17, 2024                            |
| P-Ex. 8  | Email correspondence between E.A. and the Board regarding the RICE Notification dated May 18, 2024, and May 7, 2024                           |
| P-Ex. 9  | Email correspondence from the Board to E.A.'s attorney regarding the resolution of non-renewal of her employment contract dated June 13, 2024 |
| P-Ex. 10 | Contractual Agreement of Orange Public Schools dated July 1, 2021, through June 30, 2024  |

- P-Ex. 11 Initial Decision of OAL Dkt. No. EDU 09462-22 decided April 29, 2024
- P-Ex. 12 Vakulchik v. Bd. of Education of Borough of Dunellen, Middlesex County., A-0414-21, 2022 WL 1275271, at \*5 (N.J. Super. Ct. App. Div. Apr. 29, 2022)
- P-Ex. 13 Final Decision of NJ DOE on OAL Dkt. No. EDU 09348-20 decided September 16, 2021
- P-Ex. 14 Initial Decision of OAL Dkt. No. EDU 09348-20 decided June 22, 2021
- P-Ex. 15 Smith v. Bd. of Trustees of the Teacher's' Pension and Annuity Fund (N.J. Super. Ct. App. Div. June 27, 1977)
- P-Ex. 16 Email correspondence from NJ DOE to E.A.'s attorney regarding the Petition for Agency Dkt. No. 221-7/24 dated July 25, 2024

Attachments for Petitioner:

- EA-SY 2425 pdf Undated letter from Board to E.A. regarding the non-renewal of her contract for the 2024-2025 school year

For Respondent:

- R-A Email correspondence from the Board to E.A. regarding Zoom meeting dated May 7, 2024
- R-B Email correspondence from the Board to E.A. regarding RICE Notice dated May 7, 2024
- R-C Email correspondence from the Board to E.A. regarding non-renewal of her employment contract dated May 18, 2024
- R-D Email correspondence from the Board to E.A. regarding her Donaldson Hearing dated May 24, 2024
- R-E Email correspondence from the Board to E.A. confirming the non-renewal decision dated June 13, 2024
- R-F Email correspondence from the Board to E.A. regarding reason for the non-renewal and Donaldson Hearing with the date not listed on the letter
- R-G Reasons for non-renewal dated June 12, 2024