

New Jersey Commissioner of Education
Final Decision

Laura Richards,

Petitioner,

v.

Board of Education of the Township of
Livingston, 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 the Livingston Board of Education's (Livingston) reply thereto, have been reviewed and considered.

Petitioner was employed by Livingston as a teacher pursuant to a contract dated August 16, 2023, and effective August 30, 2023, through June 30, 2024. The contract provided that it could be terminated by either party by giving 60 days' notice in writing to the other party. On October 16, 2023, the Warren Township Board of Education (Warren) approved petitioner's employment for the period of January 2, 2024, through June 30, 2024; the start date was subsequently changed to January 4, 2024. On November 2, 2024, Livingston's Director of Human Resources, Susan Burman, sent an email to petitioner, indicating that she had become aware that petitioner had accepted employment in Warren and that petitioner's last day with Livingston would be December 15, 2023, which was 60 days after Warren voted to approve petitioner's

employment. Burman offered to allow petitioner to work until December 22, 203. Petitioner replied on the same day, indicating that she would like to work until December 22, 2023. On November 6, 2023, petitioner again emailed Burman, attaching a resignation letter dated November 3, 2023, which stated that petitioner's last day with Livingston would be January 3, 2024. On November 14, 2023, Livingston voted to accept petitioner's resignation, with her last day of employment being December 22, 2023. Petitioner appealed, alleging that she was improperly terminated before the end of her 60-day notice period.

Following cross-motions for summary decision, the Administrative Law Judge (ALJ) found that petitioner agreed to end her employment with Livingston on December 22, 2023, and that Livingston was not arbitrary, capricious, or unreasonable in accepting that date.

In her exceptions, petitioner argues that the ALJ erroneously concluded that she was bound by her initial response to Burman. Petitioner notes that Livingston had not yet acted to accept her resignation when she submitted her 60 days' notice of resignation on November 6, 2023, and contends that a tendered resignation is not legally binding until it is accepted by a board of education. According to petitioner, Burman did not have the authority to set petitioner's resignation date, and petitioner's response – made out of fear of losing her income – to Burman's alternatives of December 15 or December 22 did not preclude her from providing her resignation notice at a later date, with a full 60 days' pay thereafter due and owing to her.

In response, Livingston argues that its action on November 14 accepted and confirmed the mutually agreed upon resignation date that petitioner had submitted in writing on November 2. According to Livingston, the November 6 email from petitioner was neither a notice of resignation nor a rescission of the prior notice, and petitioner's November 2 notice of resignation

effective December 22 was never rescinded, such that it was not arbitrary, capricious, or unreasonable for Livingston to accept it.

Upon review, the Commissioner finds that petitioner agreed to end her employment in Livingston as of December 22, 2023, and that Livingston did not act in an arbitrary, capricious, or unreasonable manner in accepting her resignation as of that date.

The employment contract between petitioner and Livingston provides that it may “be terminated by either party giving to the other sixty (60) days’ notice in writing of intention to terminate the same.” Livingston argues that petitioner’s appointment by Warren operates by law as notice and commences the 60-day period, but the Commissioner disagrees. Warren’s vote – which the Commissioner acknowledges was public, and which might serve as sufficient notice for the commencement of certain types of actions – simply does not meet the notice requirements as contained in the contract, because it was not written notice given by petitioner to Livingston. As such, it cannot function as the start date for petitioner’s 60-day notice period.

The Commissioner also disagrees with petitioner’s position that the date of her notice was November 3 or November 6. Initially, the Commissioner notes although petitioner’s letter was dated November 3, it was not emailed to Burman until November 6. There is no basis to use November 3 as the operative date of this notice simply because petitioner typed that date at the top of the letter. Allowing an employee to pre-date a notice of resignation on a date before it was actually submitted to the district would run contrary to the intent of a contract’s notice provisions and *N.J.S.A. 18A:26-10*, which, in part, allow a district sufficient time to hire

replacement staff. If an employee could circumvent the 60-day notice provision by dating a resignation notice before it was submitted, these provisions would be rendered ineffective.¹

The Commissioner concurs with the ALJ that petitioner resigned on November 2, 2023. Having become aware of Warren's vote to appoint petitioner to a position, Burman emailed petitioner to discuss her last day of employment with Livingston, and petitioner responded by indicating that she would like to work until December 22. This response, which petitioner sent on November 2, does meet the terms of her employment contract, as it was in writing, from petitioner to Livingston, and conveyed an intention to terminate her employment. The Commissioner does not find the fact that petitioner did not use the words "terminate" or "resign" to be dispositive, as the meaning of petitioner's email was clear even in the absence of that terminology, given that it set a specific end date for her employment with Livingston.

The November 2 correspondence set December 22 as petitioner's last day of employment, making the notice period shorter than 60 days. However, nothing in the applicable law or petitioner's employment contract precludes the parties from agreeing to a shorter time period. The question then becomes whether petitioner was bound by her November 2 agreement to the December 22 date or could revoke her consent through her November 6 email and, if so, whether she did so.

The Commissioner concludes that petitioner was not bound by her November 2 agreement to have her last day of work be December 22, and that she could revoke her consent

¹ The Commissioner further notes that the 60 days' notice provision applies to both parties to the contract. If the Commissioner accepted petitioner's argument that the November 2 email was not a notice of resignation and used the November 6 date instead, the 60-day notice period would not expire until January 5, 2024, after petitioner was scheduled to begin work in Warren.

prior to the Board's vote to accept her resignation with December 22 as the effective date. A resignation is "legally binding upon acceptance by a district board of education. *Cutro v. Bd. of Educ. of the Twp. of Hazlet*, State Board of Education (decided July 2, 1997). Prior to the Board's acceptance, petitioner was free to revoke her consent to the December 22 date for her last day of employment.

Despite petitioner's ability to revoke her consent to an earlier date, the Commissioner finds, based on the record, that she did not. Petitioner's certification states, "I sent the November 6, 2023 e-mail because I did not believe that Livingston could unilaterally set my resignation date or prevent me from receiving my full 60 day's pay." However, the email itself indicates no such thing, stating only, "Attached please find the resignation letter that I was planning to send prior to your email last week." While the resignation letter lists petitioner's last day as January 3, the email does not state, or even suggest, that petitioner was attempting to change her last day of work from the December 22 date previously agreed on. Burman responded to petitioner, stating, "I am not sure what to do with this letter. This does not change the contents of my email to you last week – your last day of work and pay will be 12/22/23. Was there a reason you sent it at this point?" If petitioner, as she indicates in her certification, no longer agreed to her last day being December 22, Burman's email gave her the opportunity to explain that and to make clear that she expected to be paid through January 3, but petitioner did not respond to Burman's email. Moreover, at that time, as far as Burman was aware, petitioner's start date in Warren was January 2, such that the January 3 end date for her employment in

Livingston would not have been possible.² In light of petitioner's written agreement to end her employment in Livingston on December 22, and in the absence of any statement that she had changed her mind about that date, the Commissioner finds that it was not arbitrary, capricious, or unreasonable, or in violation of petitioner's rights, for the Board to accept her resignation effective December 22.

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

IT IS SO ORDERED.³



COMMISSIONER OF EDUCATION

Date of Decision: December 4, 2025
Date of Mailing: December 4, 2025

² Petitioner corresponded with Warren about changing her start date from January 2 to January 4 on November 1, but there is no evidence that Livingston was aware of that; Livingston staff were not included on petitioner's emails with Warren, and Warren's agenda listed a start date of January 2.

³ 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 ON
MOTION SUMMARY DECISION

OAL DKT. NO. EDU 02294-24

AGENCY DKT. NO. 24-1/24

LAURA RICHARDS,

Petitioner,

v.

TOWNSHIP OF LIVINGSTON,

BOARD OF EDUCATION

Respondent.

Albert J. Leonardo, Esq (Zazzali, P.C., attorneys),for petitioner, Laura Richards

Arzen Zartarian, Esq., (Cleary, Giacobbe, Alfieri, Jacobs, LLC, attorneys), for
respondent, Township of Livingston, Board of Education

Record Closed: October 1, 2025

Decided: October 20, 2025

BEFORE **JULIO C. MOREJON**, ALJ:

STATEMENT OF THE CASE

Petitioner, Laura Ricahards, files a Petition of Appeal against Respondent, Township of Livingston, Board of Education, challenging Respondent's decision terminating Petitioner prior to her resignation date.

PROCEDURAL HISTORY

On January 31, 2024, petitioner, Laura Richards (Richards or Petitioner) filed a Petition of Appeal (Petition) with the Commissioner of the Department of Education (Commissioner), disputing the decision by respondent, Township of Livingston, Board of Education (the Board), terminating prior to her date of resignation in violation of N.J.S.A. 18A:26-10.

The Board filed its answer on February 16, 2024. The matter was transferred to the Office of Administrative Law (OAL) and filed at the OAL on February 20, 2024, as a contested matter.¹

On May 10, 2024, the Board filed a motion for summary decision. On July 1, 2024, Richards filed her opposition to the Board's motion, and a cross-motion for summary decision. On July 9, 2024, the Board filed a reply to Richards' cross-motion. I closed the record on October 1, 2025.

FINDINGS

Upon reviewing the moving papers, certifications and exhibits submitted by Richards and the Board, I **FIND** the following as **FACT** herein:

On or about August 16, 2023, Richards executed a staff employment contract (Employment Contract) to teach High School Family Consumer Science in the Board school district, for the school year August 30, 2023 through June 30, 2024. (Certification of Richards (Richards Certification), Exhibit A, and Certification of Susan Burman (Burman Certification) Exhibit A).

¹ This matter was originally assigned to an Administrative Law Judge on February 23, 2024, and then re-assigned to the undersigned on July 17, 2024.

The Employment Contract provided that it could be terminated during its term by either party upon sixty (60) days' notice to the other party. Specifically, the Employment Contract provides:

It is hereby agreed by the parties hereto that this contract may at any time be terminated by either party giving to the other sixty (60) days' notice in writing of intention to terminate the same, but that in the absence of any provision herein for a definite number of days' notice, the contract shall run for the full term named above.
[emphasis provided]

Id.

On October 16, 2023, at a public board of education meeting of the Warren Township Schools (Warren Township), Warren Township approved Richards to teach Family and Consumer Science Teacher, effective January 2, 2024 through June 30, 2024..(Burman Certification, Exhibit B).

On November 1, 2023, Richards requested that Warren Township change her start date from January 3, 2024, to January 4, 2024, which Warren Township agreed to on November 2, 2023 Richards Certification, Exhibits B and C).

On November 2, 2023, Richards received an e-mail from Susan Burman (Burman), Director of Human Resources for the Board, stating the following:

I have been advised by multiple individuals that you accepted a position in Warren Township and were appointed by their Board of Education to that position on October 16, 2023 (see attached WTBOE agenda). I spoke with our Board attorney, and he advised me that since you have accepted a position with another district, and have been Board approved, I am able to use that date as the commencement of your 60 days notice [sic]. Therefore, based upon your appointment date of October 16, 2023, 60 days notice [sic] makes your last day with the LBOE December 15, 2023. If you would like, the district would be willing to allow you to work until December 22, 2023. Please notify me no later than noon on November 7, 2023 if you would like to work until that date, otherwise, your last date of employment will be listed as December 15, 2023 on the November 14,

(Richards Certification, Exhibit D and Burman Certification, Exhibit C).

Burman states in her mail that the Board was going to consider the October 16, 2023, date of the Warren Township vote approving Richards teaching employment, as the “commencement” date of Richards’ “60 days notice” [sic] which would be December 15, 2023, but the Board “would be willing to allow” Richards to work until December 22, 2023. Id.

Burman further informed Richards that she was to notify Burman by November 7, 2023, if Richards agreed to the Board’s offer to work until December 22, 2023, otherwise her last day of employment would be December 15, 2023. Id. On November 2, 2023, Richards emailed Burman to let her know that she “would like to work until December 22, 2023”, as it would allow her time to transition the students. (Burman Certification, Exhibit D).

Thereafter, on November 6, 2023, Richards emailed Burman that she was attaching her “resignation letter” dated November 3, 2023, which she was “planning to send (to Burman] prior to your email last week.” (Richards Certification, Exhibit E and Burman Certification, Exhibit F). Attached to Richards’ email to Burman was a letter dated November 3, 2023, stating: “Please accept this as my formal resignation from Livingston Public Schools. My last day will be January 3, 2024.” Id.

Burman responded to Richards’ email that Burman “was not sure what to do with” Richards’ letter, as it “does not change the contents of my email to you last week-your last day of work and pay will be 12/22/23. Was there a reason you sent it at this point?” (Burman Certification, Exhibit G). Richards did not respond to Burman’s email.

On November 14, 2023, the Board voted to accept Richards’ resignation with a last day of employment as December 22, 2023 (Burman Certification Exhibit E).

Arguments

The Board argues two main points in its motion for summary decision. First, that the Warren Township Board of Education public meeting of October 16, 2023, vote to hire

Richards effective January 2, 2024, serves as “notice to the world” that Richards was appointed as a teaching staff member in another district via a public resolution.

Second, the Board argues that Richards gave voluntary notice of resignation effective December 22, 2023, which was not rescinded and was accepted by the Board at its meeting on November 14, 2023. The Board disregards Richards’ email of November 6, 2023, containing a “resignation letter” dated November 3, 2023, as the Board argues that Richards tendered her resignation on November 2, 2023, when she emailed Burman that her last day of employment would be December 22, 2025.

Richards argues that the Board failed and refused to comply with the requirements and mandates of the law governing resignations (N.J.S.A. 18A:26-10) and acted arbitrarily, capriciously and unreasonably in not accepting Richards’ letter of resignation with an effective date of January 3, 2024. Richards argues that she duly provided the Board with notice of her resignation, effective November 3, 2023, which triggered the Employment Contract’s 60-day notice period, and not October 16, 2023, the date Warren Township accepted her for employment effective January 3, 2024.

ISSUE

The issue to be addressed is whether Richards’ email to Burman on November 2, 2023, that she would work until December 22, 2023, constitutes compliance with the Employment Contract’s requirement that either party provide a sixty day notice prior to termination of the contract?

LEGAL ANALYSIS AND CONCLUSIONS

A Motion for Summary Decision shall be granted “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(a). If “a Motion for Summary Decision is made and supported, an adverse party in order to prevail, must by responding affidavit set forth specific facts showing that there is a genuine issue which can only be determined in an evidentiary proceeding.” Ibid.

A Motion for Summary Decision before the OAL must be analyzed, “in accordance with the principles set forth by the New Jersey Supreme Court in Brill v. Guardian Life Insurance Company of America, 142 N.J. 520, 540 (1995).” Nat’l Transfer v. New Jersey Dep’t of Env’tl. Prot., 347 N.J. Super. 401, 408 (App. Div. 2002). A determination that there is a genuine issue of material fact 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. Brill, 142 N.J. at 540-41.

In order to defeat the motion, the opposing party must establish the existence of genuine disputes of material fact relevant to the case. The facts upon which the party opposing the motion relies to defeat the motion must be something more than “facts which are immaterial or of an insubstantial nature, a mere scintilla, ‘fanciful, frivolous, gauzy or merely suspicious.’” Brill, at 529 (citations omitted).

In this matter both parties have filed a motion for summary decision, requiring the same analysis under Brill for both as moving parties. For the reasons discussed below, this matter is ripe for Summary Decision on behalf of the Board, inasmuch as the Board’s moving papers indicate that the facts show there is no genuine issue as to any material fact challenged by Richards and the Board’s motion is **GRANTED**.

The facts as presented in the moving papers filed by Richards and the Board establishes that by email dated November 2, 2023, Richards agreed to end her employment with the Board on December 22, 2023. Richards’ email was in response to Burman’s email of same date, setting the sixty day start date on October 16, 2023, which would end on December 15, 2023, which the Board extend to December 22, 2023. Burman’s email allowed Richards until November 7, 2023, to decide which date would be her termination end date.

The fact that Richards did not initiate the request for termination on December 22, 2023, as her email was in response to Burman’s request for a response, or that she had prepared a letter that she was “planning” to send to Burman the week prior, which letter was a “formal resignation” from her employment effective January 3, 2024,

is of no consequence and irrelevant for several reasons. It is also not relevant to determine if the Board was correct to conclude that the 60 day notice provision was triggered on October 16, 2023, when Warren Township voted to hire Richards as a teacher with a commencement date of January 3, 2024.

First, the Employment Contract provides no required language or form to submit that triggers the sixty day notice requirement. The Employment Contract simply states: “It is hereby agreed by the parties hereto that this contract may at any time be terminated by either party giving to the other sixty (60) days' notice in writing of intention to terminate the same.” [emphasis provided] (Richards Certification, Exhibit A and Burman Certification, Exhibit A).

Second, there is no dispute that on November 2, 2023, Richards responded to Burman’s email agreeing to accept December 22, 2023, and not December 16, 2023, as her last day of employment.

Finally, Richards had until “November 7, 2023” to let Burman know which date, (December 16 or December 22, 2023) would be her last day of employment. November 7, 2023, the date after Richards emailed Burman on November 6, 2023, with a “formal letter of resignation” dated November 3, 2023, with a last day of work January 3, 2024.

Clearly, on November 2, 2023, when Burman emailed Richards concerning her last day of employment, Richards had sufficient time until November 7, 2023, to respond to Burman’s email that she disagreed with either December 15 or December 22 2023. Instead, Richards chose to respond on November 2, 2023, and informed Burman that December 22, 2023, would be her last day of employment. She then sought to correct her decision by emailing Burman on November 6, 2023, with a letter of resignation dated November 3, 2023. Unfortunately for Richards her decision had been made on November 2, 2023, agreeing to end her employment with the Board on December 22, 2023.

Richards argues in her Petition that the Board acted in an arbitrary and capricious manner when it violated N.J.S.A. 18A:26-10, in refusing to accept her termination letter of November 3, 2023, ending her employment with the Board on January 3, 2023. N.J.S.A. 18A:26-10 provides in part:

Any teaching staff member employed by a board of education ... , who shall, without the consent of the board ... the board of directors of the school, cease to perform his duties before the expiration of the term of his employment, shall be deemed guilty of unprofessional conduct,...

The record is clear that on November 2, 2023, Richards elected December 22, 2023, as her last employment date, which date the Board accepted by resolution dated November 14, 2023. The agreed upon date of last employment predates the expiration of the terms of employment, requiring the consent of both parties, which occurred herein.

I **CONCLUDE** that the Board is not in violation of N.J.S.A. 18A:26-10, as the record reflects that the Board provided Richards with the required consent to end her termination on December 22, 2023, before the expiration of her Employment Contract on June 30, 2024. Consequently, I **CONCLUDE** the Board did not act in an arbitrary and capricious manner as they were in compliance with N.J.S.A. 18A:26-10.

I **CONCLUDE** that the Board is entitled to summary decision as the motion papers they submitted show that there is no genuine issue as to any material fact challenged and that the Board as moving party is entitled to prevail as a matter of law.” N.J.A.C. 1:1-12.5(a), and their motion is **GRANTED** herein.

I **CONCLUDE** that Richards is not entitled to summary decision in accordance with N.J.A.C. 1:1-12.5(a), and her motion is **DENIED**.

ORDER

IT IS hereby **ORDERED** that for the reasons set forth herein, the Board’s motion for summary decision is **GRANTED** and Richards’ Petition is **DISMISSED**.

IT IS hereby **ORDERED** that for the reasons set forth herein, Richards’ cross motion for summary decision is **DENIED**.

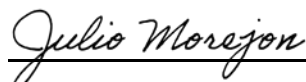
I hereby **FILE** this initial decision with the **COMMISSIONER OF THE DEPARTMENT OF EDUCATION** for consideration.

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

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

October 20, 2025

DATE



JULIO C. MOREJON, ALJ

Date Received at Agency:

October 20, 2025

Date E-Mailed to Parties:

October 20, 2025

lr