PAT FORTE,
Petitioner,

v.

BOARD OF EDUCATION OF THE TOWNSHIP OF
BELLELVILLE,
Respondent.

Initial Decision: April 14, 1988
Final Agency Decision: May 25, 1988
State Board of Education Decision: November 1, 1988
Approved for Publication by the Commissioner of Education,
Saul Cooperman: April 4, 1989

SYNOPSIS

Petitioner, a tenured elementary school principal, alleged that respondent board of education violated his tenure rights when it transferred him to the position of high school vice principal without his consent. Respondent contended that the action was within its discretionary authority. The matter was transmitted to the Office of Administrative Law for a hearing.

The administrative law judge assigned to the case found that the board had become dissatisfied with petitioner's job performance but, in recognition of more than 25 years of service to the district, decided to transfer petitioner to a position of less responsibility rather than take punitive action against him. The administrative law judge concluded that the transfer was without petitioner's consent and therefore violated his tenure rights. The judge ordered petitioner reinstated to his position as elementary school principal.

Upon review, the Commissioner of Education adopted this initial decision. A transfer from a tenured principal position to a vice principal position is not permissible absent consent, a reduction in force or dismissal through tenure charges.

Respondent filed an appeal with the State Board of Education, at which time the parties reached a settlement. Under this agreement, petitioner would retain the position of elementary principal but be assigned as vice principal of the high school. Respondent would withdraw its appeal and petitioner would not pursue implementation of the order to have him reinstated. The proposed settlement was submitted to the State Board for approval. The State Board rejected the settlement as being in contravention of the school laws. Petitioner
could not be employed in the position of vice principal while holding
the separately tenurable title of principal, so that petitioner would
continue to accrue tenure and receive benefits as a principal. The
parties could, however, reach an agreement for petitioner’s transfer
to the position of vice principal, so long as such agreement properly
designated the position and assignment. Accordingly, the proposed
settlement was declared null and void. The decision of the Com-
misssioner of Education was affirmed.

Robert M. Schwartz, Esq., for petitioner
Nathanya G. Simon, Esq., for respondent (Schwartz, Pisano & Edel-
stein, P.C.)

YOUNG, ALJ:

Petitioner, a tenured elementary school principal, alleged the
Belleville Board of Education violated his tenure rights when it trans-
ferred him to the position of high school vice-principal without his
consent.

The Board denied the allegation and seeks dismissal of the matter
as its action was an exercise of its discretionary authority consistent
with law.

The matter was transmitted to the Office of Administrative Law
as a contested case on August 10, 1987, pursuant to N.J.S.A. 52:14F-1
et seq. A prehearing conference was held on September 3, 1987, and
the matter proceeded to plenary hearing on January 25, 1988 after
the good faith efforts of counsel failed to realize an amicable reso-
lution of the dispute. Post-hearing submissions were filed by both
parties, and the record closed on February 29, 1988, the date estab-
lished for responses, which were not filed.

I.

Petitioner has been continuously employed as a teaching staff
member by the Board since September 1, 1961. He was appointed to
the position of elementary school principal on May 1, 1974. On
February 23, 1987, petitioner was transferred by the Board, upon
recommendation of the Superintendent of Schools, to administrative
duties in the central office while retaining his title of elementary
principal. Petitioner contested this transfer by filing a petition of appeal with the Commissioner of Education on the basis that it was nonconsensual and therefore unlawful, but later withdrew the petition. His testimony at hearing in the instant matter revealed that he had expressed a willingness to remain at the central office. While the initial petition (OAL DKT. EDU 4219-87, AGY REF. 137-5/87) was pending, the Board transferred petitioner from his assignment in the central office to the position of high school vice-principal at no change of salary, effective September 1, 1987. This matter is the result of that transfer based on petitioner's contention that it was nonconsensual and therefore unlawful. The initial petition was then withdrawn because of mootness.

The issue framed at the prehearing conference incorporated petitioner's claim that his transfer to the position of high school vice-principal violated his tenure and seniority rights. The parties agreed on December 15, 1987 to delete the seniority rights violation as there had been no reduction in force. A motion for summary decision by the respondent Board was denied orally because of the disputed material fact concerning consent by petitioner to his transfer to the position of high school vice-principal.

II.

Petitioner had considerable difficulty in recalling specific conferences the Superintendent testified had occurred concerning petitioner's performance as elementary principal, his status in the district's organizational chart, and subsequent assignment possibilities. He, nevertheless, steadfastly contended he never consented to his transfer to the position of high school vice-principal.

The Superintendent testified that he met with petitioner on June 29, 1986 and suggested the transfer to the high school, but petitioner rejected the suggestion as he considered a reassignment from elementary principal to high school vice-principal to be a demotion.

I FIND that petitioner did not consent to his transfer by reassignment to the position of high school vice-principal.

It is noted that the above FINDING is made in rejecting the Board's argument that petitioner indirectly or impliedly consented to a transfer from elementary principal to another administrative assignment by transcendation, since petitioner, subsequent to his transfer to the central office, expressed his willingness to remain there.
III.

A thorough review of testimonial and documentary evidence in this matter reveals the serious problem of the administration of school #4 which the Superintendent and Board were compelled to resolve. No findings of fact are made relative to the incompetency of petitioner as its principal in the absence of actions of the Board to withhold salary increments or certify tenure charges. Nonetheless, it is abundantly clear the petitioner's performance as principal of #4 was deemed by the Superintendent and the Board to have deteriorated beyond the limit of tolerance.

It is apparent that the Board had no desire to take punitive action against petitioner in recognition of over 25 years of service to the district. Its primary objective was to remove petitioner from a position in which his conduct and administrative judgments were perceived to have a negative impact on teacher and parent relations as well as the thoroughness and efficiency of educational opportunities afforded to its pupils.

It is recognized that the Board's options were limited. Increment withholding would be economically punitive but would not achieve the Board's primary objective. The certification of tenure charges would achieve the Board's objective through the suspension of petitioner with or without pay, but would be economically and psychologically punitive.

The only alternative for the Board to achieve its objective was the transfer of petitioner without loss of compensation to a position within his certificate. Here the human relations aspect of his responsibilities would be minimized, as would be his decision-making role under the direct and daily surveillance of his immediate supervisor. The transfer of petitioner to the position of vice-principal of the high school without loss of salary was perceived by the Superintendent and Board to be in the best interest of the school district as well as the petitioner.

The petitioner unfortunately chose to challenge this Board action.

IV.


A determination of the law of this case requires a careful analysis of decisional law as well as the statutory scheme. The brief answer is that boards of education have authority to make involuntary transfers of teaching staff members within the scope of certification, but not from one position to another when the staff member is tenured.

Two conflicting policies which are basic to much of the statutory and regulatory schemes affecting school personnel are at issue, that is, the provision of job security through tenure and the discretionary authority vested in local boards of education to fulfill their responsibilities to provide a thorough and efficient education for its pupils. See, N.J.S.A. 18A:11-1, N.J.S.A. 18A:25-1, and N.J.S.A. 18A:28-1 et seq. See also, Ridgefield Park Ed. Assn. v. Ridgefield Park Bd. of Ed., 78 N.J. 144 (1978), wherein the Court indicated the exercise of discretion authority by local boards of education to be a "duty."

N.J.S.A. 18A:28-5 provides that dismissal or reduction in compensation of a tenured teaching staff member must result only from procedures imposed by the Tenure Employees Hearing Law, N.J.S.A. 18A:6-9 et seq. N.J.S.A. 18A:28-6 incorporates provisions for tenure acquisition of teaching staff members transferred or promoted with consent. It appears that the only publicly available indication of legislative intent of statutory amendment (L. 1962, c.231, §1) is found in the statement accompanying A-343 in 1962. The amendment was declared to achieve two main goals. The first was to specifically identify and include assistant principals and vice-principals as separate
positions deserving of tenure protection. The second was the basis for the transfer provision of a probationary period prior to the acquisition of tenure in a new position for those who previously acquired tenure in another position. The statement does not address the precise meaning of "with consent" incorporated in N.J.S.A. 18A:28-6. We must then turn to case law.

The basic premise in case law is that tenure provisions are remedial laws which should be liberally construed. Thus, Viemeister v. Prospect Park Bd. of Ed., 5 N.J. Super. 215 (App. Div. 1949) held that tenure afforded a district principal security from the sham abolition of his position. However, tenure does not provide absolute protection against all possible negative acts. In Koperza v. West Orange Bd. of Ed., 60 N.J. Super. 288, 298 (App. Div. 1960) the court said: "Tenure is a status, a protection, not a contract . . . [thus does protect but] does not give all the same rights to increases or promotions." Petitioner therein claimed the procedurally correct denial of a salary increase equated to a reduction in pay and therefore a violation of a tenure right. The court disagreed and determined that tenure did not guarantee compensatory increases.

Williams v. Plainfield Bd. of Ed., 1979 S.L.D. 220, rev'd in part, State Board, 1980 S.L.D. 1552, aff'd 176 N.J. Super. 154 (App. Div. 1980), cert. denied, 87 N.J. 306 (1981), concerned a problem quite similar to the instant matter. Petitioner therein, a tenured high school principal, was transferred to the central office as an administrative assistant and then to a position as elementary school principal. The Commissioner set the transfer to elementary principal aside because the future economic impact on petitioner was violative of her tenure right. The State Board determined that the latter transfer was to a position of comparable rank and was neither a reduction in compensation nor a demotion. The Appellate Division followed Koperza and determined that tenured employees have no vested right in any future salary increases, and emphasized the purpose of tenure to provide security in specific positions.

It must be noted that Williams may be distinguished from the instant matter as that transfer was from high school principal to elementary principal, whereas herein the transfer was from elementary principal to high school vice-principal.

from elementary school principal to acting assistant junior high school principal. Both the administrative law judge and the Commissioner affirmed the transfer. The State Board reversed because the duties and responsibilities of the two positions were not comparable (and the new title was temporary) in reliance on *Williams* and *Viemeister*, and also on the legislative recognition of the difference between principal and vice-principal or assistant principal in the 1962 amendment. (1980 *S.L.D.* at 535).

The Appellate Division reversed in an unpublished opinion in focusing on the issue of the validity of the transfer as a demotion. It determined that a demotion was not proscribed in the statute and reinstated the transfer.


The Commissioner's reference to *Childs* does not appear to be on point as it was chiefly concerned with differences in certificates. However, reliance on *Howley* indeed validates the Commissioner's decision in *Colella*, wherein pointed references are made to the 1962 amendments of *N.J.S.A.* 18A:28-5 and 28-6, which specifically added the vice-principal as a tenure-eligible position and reenforced that tenure is acquired in a particular position, since the latter statute repeatedly uses position to determine tenure status after transfer.

*Colella* also distinguished *Williams* since the latter involved a transfer with the same rank, and *Morell* since the Appellate Division's narrow finding therein was that the statute did not prohibit demotion. Both the State Board and Appellate Division affirmed the determina-

There has clearly been some confusion and disagreement in case law. Williams, the only relevant published decision, approved an involuntary transfer. However, Williams cannot control the matter herein since it is highly distinguishable on two counts: not only were the positions of comparable rank (principal to principal), but the Appellate Division had only to address the issue of reduced salary expectations.

The unreported decision of the Appellate Division in Morell, on point as to facts with the instant matter, has been rejected in subsequent analyses in Colella and Miscia.

Although the Belleville Board's point is well taken, that both petitioner and respondent herein would benefit if its non-consensual transfer is upheld, the statutory scheme and case law require a different result.

VII.

In summary, I FIND that the transfer of Pat Forte from his tenured position as elementary principal to the position of high school vice-principal by the Belleville Board of Education was without Forte's consent, and was violative of his tenure right of protection in his position as elementary principal. I CONCLUDE, therefore that Pat Forte shall be reinstated to his position as elementary principal. IT IS SO ORDERED.

This recommended decision may be adopted, modified or rejected by the COMMISSIONER OF EDUCATION, SAUL COOPERMAN, who by law is empowered to make a final decision in this matter.
FINAL DECISION BY THE COMMISSIONER
OF EDUCATION, SAUL COOPERMAN:

The record and initial decision rendered by the Office of Administrative Law have been reviewed. The Board's exceptions and petitioner's reply thereto were timely filed pursuant to N.J.A.C. 1:1-18.4.

In addition to incorporating by reference all its factual and legal arguments presented in its post-hearing brief as support for its position that the ALJ erred in reaching his determination in this matter, the Board takes exception to the finding that petitioner did not consent to a transfer to an administrative position other than elementary principal. It contends that petitioner's testimony was not only self-serving and hostile but also inconsistent and unduly vague, averring, inter alia, that it was only on rebuttal that he recalled giving consent to the Superintendent to remain in an administrative position beyond June 1987. The Board also contends that (1) petitioner "gave indications" of providing consent when he agreed to stay in the central office position beyond June 1987 and abandoned legal proceedings contesting same and (2) the district obtained consent to the transfer "in an indirect manner."

Moreover, the Board takes exception to the ALJ's findings and conclusion that petitioner's transfer from elementary principal to high school vice-principal, without his consent, was violative of his tenure rights. As to this, it argues that the Commissioner must take into account that portion of the initial decision which states that the evidence in the matter reveals the serious problem with the administration of the school where petitioner was principal and that it was apparent that the Board had no desire to take punitive action against him given his more than 25 years of service to the district. While acknowledging that the ALJ carefully analyzed the relevant case law cited by both parties, it nonetheless reiterates its argument that Morell, supra, and Spence v. Board of Education of the Township of Piscataway, decided by the Commissioner October 8, 1980 are controlling and avers that the following factors are the only crucial ones for finding in its favor:

1. Petitioner remains a tenured building level school administrator within the school district of Belleville.
2. Petitioner's certification qualifies him for each of the positions involved.
3. The Board of Education possesses the statutory discretionary authority to transfer its employees within certification. Mr. Forte was transferred, laterally, from one building level ad-
ministrator position to another within certification.
4. Each of the positions involved herein is a tenure eligible recognized position.
5. Each of the positions involved is administrative in nature and involves duties and responsibilities of equivalent and comparable rank and importance to the district.
6. The transfer was not a demotion or a dismissal, nor did it involve a reduction in salary.
7. The categories as set forth in the administrative code provisions are irrelevant to this case since a reduction in force is not involved.
8. It is in the best interest of the entire school system that Mr. Forte be assigned to the vice-principalship at the high school, as opposed to the principalship at an elementary school.

In response to the Board’s exceptions, petitioner avers that he did not consent to be transferred from his elementary principal position and that no testimony was provided by the Board to support its contention that such consent was obtained. He likewise argues that appearance of consent is not enough avowing that:

It is simple enough for a Board of Education, through its agents, to ask a teaching staff member whether he consents to a transfer to an Assistant Principalship. The Superintendent of Schools testified that he never “asked” Mr. Forte for his consent. He also testified that he never received Mr. Forte’s consent to that transfer. That being the case, it has to be found that the Board of Education did not prove by a preponderance of the evidence that Mr. Forte provided his consent, and therefore his transfer was in violation of his rights pursuant to N.J.S.A. 18A:28-6.

Petitioner relies upon the holdings in such cases as Howley et al., supra; Colella, supra; Miscia, supra, as support of his position that because he acquired tenure as a principal he could not be transferred to vice-principal, particularly the latter two cases which he avers are precedential to the issue.

Upon a thorough and independent review of the record in this matter, the Commissioner is in agreement with the ALJ’s findings and conclusion and adopts them as his own. The Board contends that petitioner’s testimony should not be credited. However, it provides neither a transcript of the hearing nor a copy of relevant portions thereof to support its exceptions seeking reversal of the ALJ’s credibility determination with respect to a consensual transfer. In re Morrison, 216 N.J. Super. 143. Upon careful consideration of the record and with due regard being given to the opportunity of the ALJ to judge the credibility of the witnesses, the Commissioner accepts the
ALJ's finding that petitioner did not consent to the disputed transfer herein and finds unpersuasive any arguments of the Board to the contrary.

As to the issue of whether or not a transfer from a tenured principal position to a vice-principal position is legal and proper, the Commissioner is in complete agreement with the ALJ that such transfer is not permissible absent consent, a reduction in force or dismissal through tenure charges. Although conflicting decisions have been rendered on the substantive issue presented in this case, the decisions in Colella, supra; Howley et al., supra; and Miscia, supra, are deemed to be controlling as correctly determined by the ALJ.

The following portion of the State Board's decision in Miscia bears repeating here because it captures well the competing legal arguments, conflicting decisions and somewhat tortuous route this issue of transfer from principal to vice-principal has had, leading ultimately to the conclusion that such transfer is impermissive in circumstances such as in the instant matter. As explained by the ALJ, the State Board reversed the Commissioner's and its Legal Committee's determination that Miscia had been impermissibly transferred from his tenured principal's position, holding instead that non-consensual transfers within certification were permitted based on Morell, supra. The State Board at a later date, however, reconsidered that holding, reversing it, based on Colella, supra, as may be seen below:

Because this case represents such a significant potential for understanding the nature of educational policy, and because of the threshold question of tenure protection and statutory rights which Miscia argues accrue to his benefit, the Legal Committee has thoroughly reviewed its prior recommendation that the Commissioner's decision be affirmed, as well as the view expressed by the majority in the initial vote of October 26, 1983.

Having granted what the Legal Committee is convinced is a very careful study of the issues in this case, we recommend that the October 26, 1983 action of the State Board, reversing the Commissioner, be set aside and further, that the initial recommendation of the Legal Committee, to affirm the Commissioner's Decision of March 31, 1983 be affirmed.

However, before making that motion, we think it is necessary and useful to comment as to the Legal Committee's initial recommendation and the majority position in the initial decision of October 26, 1983.

The central question seems to turn on whether or not the action of the East Hanover Board of Education, in removing Miscia without his consent from the position of principal, amounts to a
dismissal, in contravention of his tenure rights, or whether such action, without a reduction in salary, constitutes a “demotion,” within the discretion of the Board and not violative of Miscia’s tenure rights.

Relying on Morell v. Parsippany-Troy Hills, Superior Court of N.J., Dkt. No. A-1619-80T2, December 16, 1981, unreported, certif. denied 89 N.J. 419 (1982), the majority adopts the latter view, that a board of education is within its rights to consider the educational benefit to its students when making transfers of its personnel. Here, the majority obviously feels that the legal “tenure” issue is only part of the several considerations that must affect a decision of the State Board of Education. More important than what might be viewed as the narrow legal issue, the majority view is of the role in establishing wise educational policy, which this case, and others like it, brings to the benefit of the State’s children. In considering the expanding research which describes the absolutely critical role that a school principal plays in determining the quality of education, the majority felt that Miscia’s non-reduction in salary and a concurrent transfer to a position within the same certificate did not violate his tenure, even when accomplished without his consent.

However, the Legal Committee respectfully disagrees that the tenure issues herein involved are the less significant of the questions raised. It is our view that Miscia suffered a dismissal from his tenured principal position. Specifically, our view is premised on the legal principal enunciated in Colella v. Elmwood Park Board of Education, 1983 S.L.D. 149, affd. State Board of Education 172, as well as on the practical analysis of the Elmwood Park Board (and any other Board) in granting an initial “promotion” to one, from whatever position he held to a “higher” position of principal. N.J.S.A. 18A:28-6 was specifically enacted to define tenure rights in promotion.

No law exists which grants any employee a right of expectation toward advancement along a career ladder. A teacher cannot expect, as a matter of law, to be promoted to a vice-principal; a vice-principal cannot expect to be a principal, any more than a principal can legally claim a right to advancement to Superintendent. We hold the view that having been awarded any such promotion by free choice of the board, that opposite protection exist[s]. That is, after having served the requisite period of time in a new position, as defined in N.J.S.A. 18A:28-6, one cannot be involuntarily removed without suffering a breach of tenure protection. The rights of expectation exist only to the extent that an employee will continue to serve in a tenured position while during good behavior and efficiency.

This does not remove the Board’s legal remedies if it desires to remove a tenured employee which it sights as necessary because of inefficiency, incapacity, improper conduct or other just cause. Any practical faults of the procedure for removal do not rest with the
removed employee; nor should Miscia, in this case, be made to suffer the effects of the perceived ineffectiveness of the system. Miscia was dismissed from his position of principal without having received the proper opportunity to improve, if his removal was based on inefficiency. Nor did the Board afford him an opportunity of a tenure hearing, thus violating his specific tenure rights. The Legal Committee moves its initial recommendation. Finally, we must separate the discussion of this case to the extent that tenure does not extend to a certificate but to a “position.” This view exists with N.J.S.A. 18A:28-6 and supports the notion that the “position” of one against whom a complaint is made, is subject to the loss of that position upon an affirmative showing of incapacity, inefficiency or other just cause. Indeed, successful tenure charges cause the removal from a “position.” Successful charges do not result, proximately, in removal of a certificate.

Accordingly, for the reasons so well expressed in the initial decision, the ALJ’s recommended decision in this matter is adopted. Petitioner is to be restored to a principal’s position. If the Board believes that he is unable to carry out the duties of such position, it has no choice but to seek his removal through statutorily prescribed means.

DECISION BY THE STATE BOARD OF EDUCATION:

Pat Forte (hereinafter “Petitioner”), a teaching staff member employed by the Board since 1961, was appointed to the position of elementary principal in 1974 and subsequently achieved tenure as a principal pursuant to N.J.S.A. 18A:28-5. On February 23, 1987, Petitioner was transferred by the Board to administrative duties in the central office while retaining his title of elementary principal. Effective September 1, 1987, the Board transferred Petitioner from his assignment in the central office to the position of high school vice principal at no change of salary.

Petitioner filed the instant challenge to the Board’s action, alleging that he did not consent to the transfer from his tenured position as elementary principal to the position of high school vice principal, and such a transfer, therefore, violated his tenure rights. On April 14, 1988, an administrative law judge (“ALJ”) determined that the transfer was undertaken without Petitioner’s consent in violation of his tenure rights, and recommended his reinstatement to the position of elementary principal. On May 25, 1988, the Commissioner of Education adopted the
ALJ's findings and determination and directed the Board to reinstate Petitioner.

The Board filed the instant appeal, but subsequently, the parties resolved their dispute and submitted a proposed Settlement Agreement ("Agreement") for State Board approval. The pertinent terms of the Agreement are as follows:

1. FORTE shall retain the title of Elementary Principal, remain on the Elementary Principal's salary guide and continue to accrue all seniority and other benefits to which he is entitled as an Elementary Principal.

2. FORTE shall remain in the position of an Elementary Principal assigned as Vice Principal of the Belleville Senior High School until such time as any other position is agreed to by the BOARD and FORTE.

3. FORTE will not pursue implementation of the New Jersey Commissioner of Education's decision ordering his reinstatement as Elementary Principal and THE BOARD will withdraw its appeal of this decision to the New Jersey State Board of Education. As a result of which, the above captioned matter will be and same is dismissed and withdrawn with prejudice.

While the State Board encourages amicable resolution of disputes before us, we cannot permit the Board to employ Petitioner in the separately tenurable position of vice principal while designating that position as that of principal. N.J.S.A. 18A:28-5. See, e.g., Capodilupo v. Board of Education of the Town of West Orange, et al., decided by the State Board, September 3, 1986, aff'd, 218 N.J. Super. 510 (App. Div. 1987), certif. denied, 109 N.J. 514 (1987). The parties may not by agreement alter the operation of the statutes so that the service of a teaching staff member in one separately tenurable position would not be credited towards achieving tenure in that position. Nor can we permit the Board to assign to the position of high school vice principal another recognized position title, along with its status, salary and other benefits, that is not properly descriptive of either the position or the assignment but, rather, is attached to an entirely different assignment within the scope of a different tenurable position. Such an arrangement contravenes the education laws, regardless of the duration of the assignment.1 As was emphasized in Viemeister v. Board

1Our decision is not altered by the fact that the parties have modified their Agreement to eliminate a provision which barred Petitioner from returning to the Belleville Public Elementary Schools as an elementary principal. The fact that the parties have left open the possibility of Petitioner's eventual return to an actual elementary principal assignment does not cure the basic deficiencies of this Agreement under the education laws.
of Education of Prospect Park, 5 N.J. Super. 215, 218 (1949): "We look to the substance [of the assignment] rather than the form . . ."

Pursuant to N.J.S.A. 18A:28-6, the parties are free to reach an agreement for Petitioner's transfer to the tenurable position of vice principal with assignment at the high school level. However, any such agreement must properly designate the tenurable position and the assignment in which he would actually serve. N.J.A.C. 6:11-3.6.

Thus, insofar as the proposed settlement is in contravention of the school laws of the State of New Jersey, we reject the Agreement and direct that it be declared null and void.

On the substance of the Board's appeal, we reject the Board's argument that the Petitioner consented to the transfer to the position of high school vice-principal by the totality of his actions. The fact that the Petitioner, prior to his transfer to the vice-principal position, expressed a willingness to remain at the central office where he performed administrative duties while retaining the title of elementary principal did not act as a voluntary relinquishment of his tenure rights as an elementary principal. Accordingly, for the reasons expressed therein, we affirm the decision of the Commissioner of Education.

You must check the New Jersey Citation Tracker in the companion looseleaf volume to determine the history of this case in the New Jersey courts.