

Office of Governor Chris Christie  
The State House  
125 West State Street  
Trenton, NJ 08608  
Phone: 609/292-6000  
Fax: 609/292-3454

Dear Governor Christie:

I have contacted your State Education Commissioner 4 times since 8:00AM Monday February 22, 2016 and your State Board of Education Members twice in the same timeframe regarding my concerns and requesting an investigation and immediate action regarding procedural and conduct issues around the Superintendent contract renewal for Jersey City Public Schools.


My request is to ask you to get yourself, the State Legislature, State Board of Education and Education Commissioner's office involved in making sure our School Board complies with the law and vote on our Superintendent contract instead of allowing it to expire and automatically renew.

I would appreciate a call back as soon as possible because there is a very tight deadline approaching on the vote the School Board must take to comply with state statute. I have attached the letter I have sent to the Commissioner and State Board of Education on the morning of Monday, February 22, 2106.

I am appealing to you to summon a special meeting of the Jersey City School Board to convene and take a vote on the renewal of the Superintendent contract before March 1, 2016 per resolution as follows:

Whereas, the Jersey City Board of Education is required to provide notice of renewal to the Superintendent in order for her current contract to be renewed after the end of its current term on July 1, 2016;  
now therefore,  
be it Resolved, That the Jersey City Board of Education hereby approves the renewal of the Superintendent's employment contract for a term to be decided before the end of the current contract.

Respectfully,

 2/24/16  
Lorenzo Richardson  
Board Member  
Jersey City Public Schools  
(201) 240-4712

David C. Hespe  
Commissioner  
New Jersey Department of Education  
100 River View Plaza  
P.O. Box 500  
Trenton, New Jersey 08625

Dear Commissioner Hespe:

I am writing you out of great concern requesting an investigation and immediate action regarding procedural and conduct issues around the Superintendent contract renewal for Jersey City Public Schools.

First, Vidya Gangadin and the Board attorney, Ramon Rivera, publicly accused myself and Board member Gerald Lyons of asking for a resolution to "not renew" the Superintendent's contract, which is not true and inappropriate in nature itself. The statute, as well as all NJ School Board Association references to the Superintendent's contract is presented as a contract **renewal**. Only a NO vote would be considered a non-renewal or a direct letter to her stating the Board's desire to not renew. On the evening of the February 18, 2016 Board meeting, Mr. Rivera admitted **he interpreted** that we wanted the December 17, 2015 Superintendent contract resolution to say "not renew." The fact is it was not what we wanted the resolution to say. The December 17, 2015 resolution (to **not renew**) draft was not presented to the Board in writing for review before the December 17, 2015 Board meeting. **The December 17, 2015 resolution was prepared without our knowledge (to say not renew instead of renewal) and if the votes would have been cast for that resolution, not getting five affirmative votes to not renew would have allowed the Superintendent to be renewed.** I hope I made this information clear about the problem around this resolution issue.

Unfortunately, due to work obligations, I was unable to attend the December meeting and was wrongly accused of being absent on purpose to avoid a vote by a Board member. This is completely false because I had a grant deadline to meet at my workplace and worked until 10:00pm when the building had to close and literally drove the security guard home as a thank you. I also personally requested the Superintendent contract resolution and never missed a Board meeting before so why would I be absent on purpose? That makes no sense. My Board colleague Gerald Lyons was also accused of being absent on purpose, but was actually attending to his father who suffered a sudden illness and was being transported across the country to receive care. Nevertheless, if the meeting was that critical, why wasn't I contacted to see if I could be a part of the meeting given the Board President was aware of my situation? The Board President ultimately decided not to put the resolution on the agenda for a vote because I and Mr. Lyons were absent and are two of six non-conflicted voting Board members. If Mr. Lyons and I had attended that December meeting, we would have questioned the (not renew) resolution and requested to have it changed to say **renewal** because we would never have voted for the resolution as it was initially prepared that day.

Another issue is our Board attorney keeps telling us that the Superintendent's contract has been automatically renewed by statute because we failed to notify the Superintendent by the December 31<sup>st</sup> deadline in her contract. How can this be? Our Superintendent's contract states that by December 31, 2015, **"Failure to notify the Superintendent by that date of an intention to renew will mean that an offer of renewal is not being made."**

In addition, the Board **never** discussed any of the terms of the Superintendent's contract or for any specific additional period of time, nor any new terms and conditions. Without this discussion ever taking place, how would you expect the Superintendent's contract to be renewed in the first place? Mr. Lyons and I had to demand that the Superintendent's contract **renewal** be placed on the agenda to avoid missing the March 1, 2016 deadline requirement per the statute.

N.J.S.A. 18A:17-20.1 states:

At the conclusion of the term of the initial contract or of any subsequent contract as hereinafter provided, the Superintendent shall be deemed reappointed for another contracted term of the same duration as the previous contract unless either: a. the Board by contract reappoints him for a different term which term shall be not less than three nor more than five years, in which event reappointments thereafter shall be deemed for the new term

unless a different term is again specified; or b. the Board notifies the Superintendent in writing that he will not be reappointed at the end of the current term, in which event his employment shall cease at the expiration of that term, provided that such notification shall be given prior to the expiration of the first or any subsequent contract by a length of time equal to 30 days for each year in the term of the current contract.

**This means, the Board has until 120 days (i.e. 30 days for each of year of the Superintendent's four-year contract) prior to June 30, 2016 to notify the Superintendent that her contract will not be renewed. This gives the Board until March 1, 2016 to decide whether or not to renew the Superintendent's contract.**

The Board President appears to not acknowledge the alignment inconsistency between the Superintendent's contract and the state statute. I am on record at the February 18, 2016 Board meeting trying to clarify this point. Mrs. Gangadin only relied on the interpretation of the Board attorney. The NJ School Board Association visited the Board at a caucus meeting prior to the December Board meeting per my request and the issue of the Superintendent's contract deadline terms was deemed **a gray area** because it was inconsistent with the statute. The best thing we were advised to rely on was the state statute, which refers to the 120 days prior and March 1, 2016 deadline. I also have supporting documentation from NJ School Boards Association to support this.


At the January 21, 2016 Board meeting, Mr. Lyons attempted to introduce a corrected resolution for a vote that would have righted our December absence and it was denied because it was introduced last minute. Mind you, it was initially brought up two days before the December 17, 2015 Board meeting which was short notice as well. It could have also been added to the January agenda since it was submitted late in December. My attempt to introduce this same ordinance at the February 18, 2016 meeting was also denied after requesting it be put on the agenda **three weeks in advance** and I can provide the proof of my advance request. I pleaded on record with the Board President to reconsider putting the Superintendent contract up for a vote and she refused, deferring to the Board attorney's opinion that she was automatically renewed at the December 17, 2015 Board meeting. I have attended at least three NJ School Board Association meetings or trainings that spoke about the Superintendent contract, the statute and the timeline process. I am very confident about being right on this issue and ask for your support to have a monitored vote of our Board on the Superintendent's contract to take place before March 1, 2016 to comply with NJ state statute.

The JCEA sent our Board and Board attorney a legal opinion that supports my position and Mr. Rivera publicly dismissed it at the February 18, 2016 Board meeting. Mr. John Paff, someone who is well versed in the Open Public Meetings Act, also wrote the County Superintendent on December 18, 2015 also supporting my position.

In conclusion, there were three opportunities to vote on the Superintendent's contract. Avoiding the vote would result in the Superintendent's favor by automatically renewing the Superintendent's contract per the statute. This forced situation to not be able to vote could border or cross ethical and legal boundaries and I am appealing to you and the State Board of Education to summon a special meeting of the Jersey City School Board to convene and take a vote on the renewal of the Superintendent contract before March 1, 2016 under the supervision of yourself and the State Board of Education per resolution as follows:

Whereas, the Jersey City Board of Education is required to provide notice of renewal to the Superintendent in order for her current contract to be renewed after the end of its current term on July 1, 2016; now therefore, be it Resolved, That the Jersey City Board of Education hereby approves the renewal of the Superintendent's employment contract for a term to be decided before the end of the current contract.

I have also enclosed a recent article on this issue and can supply additional evidence to support my request. I look forward to hearing from you and I thank you in advance for your attention to this very serious matter.

  
Lorenzo Richardson  
Board Member  
Jersey City Public Schools  
346 Claremont Avenue  
Jersey City, NJ 07305