Liverpool v New York City Dept. of Educ.
2026 NY Slip Op 31844(U)
April 27, 2026
Supreme Court, New York County
Docket Number: Index No. 157990/2025
Judge: Arlene P. Bluth
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SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: **HON. ARLENE P. BLUTH** **PART** **14**

Justice

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STEVE LIVERPOOL,

Petitioner,

- v -

NEW YORK CITY DEPARTMENT OF EDUCATION and MELISSA AVILES-RAMOS, Chancellor of the New York City Department of Education,

Respondents.

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INDEX NO. 157990/2025

MOTION DATE 04/02/2026

MOTION SEQ. NO. 001 002

DECISION + ORDER ON MOTION

The following e-filed documents, listed by NYSCEF document number (Motion 001) 1- 5, 23
were read on this motion to/for ARTICLE 78 (BODY OR OFFICER).

The following e-filed documents, listed by NYSCEF document number (Motion 002) 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 24
were read on this motion to/for DISMISS.

The petition (MS001) challenging petitioner's termination is denied and respondents' "cross-motion" (filed separately under MS002) to dismiss is granted.

Background

Petitioner brings this proceeding arising out of his termination as a teacher for respondents. He worked for 15 years until September 2023, when he transferred to a different school to be closer to home. He was elected as UFT chapter leader in June 2024 while still classified as a probationary teacher. Petitioner contends that right after this election the principal of the school where he was working starting issuing disciplinary notices even though he had not received any such notices during the prior school year.

Petitioner argues that these notices were not accompanied by formal disciplinary action or letters to his file. He contends that in November 2024, he submitted his tenure portfolio and

that this effort was denied on December 19, 2024 and his probation was ended effective February 21, 2025. He claims that he reported to work or to other sites as instructed until February 24, 2025 and was told on February 25, 2025 via email to no longer report to work.

Petitioner demands that he obtain tenure by estoppel by being permitted to work beyond the expiration of his probation extension (which was February 21, 2025) and so he was entitled to a hearing prior to his termination. He also argues that his firing was retaliation for protected union activity.

Respondents argue that the instant petition is time-barred because petitioner waited until June 23, 2025 to file this proceeding, which is more than four months after he received the letter stating his probationary period was ending and after the effective date of his termination. They add that he received disciplinary notices in September, November and December 2024 and so there is no basis to find that his termination as a probationary employee should be disturbed.

Petitioner argues in reply and in opposition to respondents' motion that the petition is timely and that there are several (unnamed) former employees of the school that are prepared to testify that there was substantial hostility to petitioner in his role as a union chapter leader by the principal.

Discussion

As an initial matter, the Court finds that this proceeding was timely filed. Petitioner's last effective date was February 21, 2025 per the letter he received (NYSCEF Doc. No. 2). This proceeding was filed on June 23, 2025 which is timely as it is the first business day after the deadline (June 21, 2025 was a Saturday).

"It is well settled that a provisional or probationary employee may be discharged for any or no reason at all in the absence of a showing that his or her dismissal was in bad faith, for a

constitutionally impermissible purpose or in violation of law" (*Smith v New York City Dept. of Correction*, 292 AD2d 198, 198-99, 739 NYS2d 666 [1st Dept 2002]).

The Court grants respondents' motion to dismiss and denies the petition. In an Article 78 proceeding involving the termination of a probationary employee, this Court's role is limited. Agencies, such as the respondents here, have broad latitude to terminate a probationary employee for nearly any reason, or no reason at all. It is the fired employee's burden to show that his dismissal was made in bad faith (*id*. at 199). And petitioner simply did not do that here. He did not provide any substantive reasons for why he thinks he was fired for his union activities.

The fact that petitioner may have colleagues ready to testify as to the antipathy demonstrated by the principal is of no moment because this is not a traditional case where parties are entitled to take depositions and, potentially, go to trial. Rather, this is a special proceeding where this Court must apply the relevant standard which, as stated above, severely limits this Court's ability to interrogate the firing of a probationary employee. Put another way, this Court's role is not to assess whether or not it agrees with respondents' decision to terminate petitioner. Instead, this Court can only assess if petitioner made out a prima facie showing that this termination was in bad faith. A suspicion that the principal did not like him based on his union role is not, without more, sufficient to overcome his heavy burden.

Petitioner's remaining arguments, including that he is entitled to receive tenure by estoppel because he was allegedly permitted to work for a few days following the February 21, 2025 end of his probationary period, are without merit and denied.

Accordingly, it is hereby

ORDERED that respondents' motion to dismiss the petition is granted; and it is further

ADJUDGED that the petition is denied and this proceeding is dismissed without costs or disbursements.

4/27/2026
DATE

ARLENE P. BLUTH, J.S.C.

CHECK ONE:	[X]	CASE DISPOSED		[ ]	NON-FINAL DISPOSITION		
	[ ]	GRANTED	[ ] DENIED	[ ]	GRANTED IN PART	[X]	OTHER
APPLICATION:	[ ]	SETTLE ORDER		[ ]	SUBMIT ORDER		
CHECK IF APPROPRIATE:	[ ]	INCLUDES TRANSFER/REASSIGN		[ ]	FIDUCIARY APPOINTMENT	[ ]	REFERENCE