



Marion A. Bolden
State District Superintendent

THE NEWARK PUBLIC SCHOOLS
Office of the State District Superintendent
2 Cedar Street
Newark, New Jersey 07102-3091
Phone: 973-733-7333
Fax: 973-733-6834



Vito A. Gagliardi, Sr.
Acting Commissioner of Education

March 9, 2001

VIA HAND DELIVERY



Re: *Notice of Inefficiency Charges*


Dear 

You are herewith advised that Charges of Inefficiency as a teacher have been filed against you with the District Superintendent. Enclosed you will find one (1) copy of the Inefficiency Charges, Statement of Evidence in support of the Charges, and supporting documents.

Please be advised that you will have a minimum of ninety (90) days from receipt of this letter in which to remedy the inefficiencies and, during that period, you will be observed by supervisory staff to give you the opportunity to evidence that the inefficiencies have been remedied. If, at the expiration of that time, I determine that the inefficiencies are not remedied, then I shall, pursuant to statute, consider the Charges together with any statement of position you submit. Thereafter, I will make a determination as to whether there is probable cause to credit the evidence in support of the Charges and whether, if such Charges are credited, they are sufficient to warrant dismissal or reduction in salary. If I determine that there is probable cause for the Charges, I will certify the Charges to the Commissioner of Education for hearing pursuant to N.J.S.A. 18A:6-16.

You will be notified in writing of my determination.

**STATE OPERATED SCHOOL DISTRICT
OF THE CITY OF NEWARK**


MARIONA BOLDEN
District Superintendent

Enclosures

cc: Randall Kanter, Assistant Superintendent/Human Resources
Lydia Silva, Assistant Superintendent, SLT IV
Jo Ann Gilmore, Principal

ALL CHILDREN WILL LEARN



The Newark Public Schools
Human Resource Services
 2 Cedar Street
 Newark, New Jersey 07102-3091
 Phone: 973-733-6422 or 8760
 Fax: 973-733-7753



Marion A. Bolden
District Superintendent

David C. Hespe
Commissioner of Education

Randall N. Kanter
District Assistant Superintendent

January 26, 2001

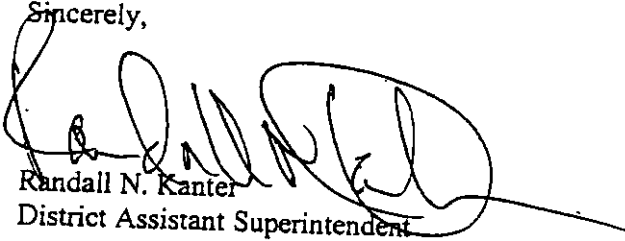
[REDACTED]

[REDACTED]

Based on a recommendation from the Assistant Superintendent for School Leadership Team IV, the District Superintendent has authorized your suspension with pay pending an investigation of allegations of inappropriate conduct.

You are directed to remain off of school property until further notice.

Sincerely,


 Randall N. Kanter
 District Assistant Superintendent

RNK:amb

- c: Marion A. Bolden
- Anzella K. Nelms
- Lydia Silva
- Joann Gilmore.
- Yolanda Pena
- Adele White Eutsey
- NTU
- Personnel File

By my signature, I acknowledge receipt of this notification.

[REDACTED]

Date 1/26/01

Newark Public Schools
Office of the General Counsel
2 Cedar Street
Newark, New Jersey 07102
(973) 733-8708

In the matter of

[REDACTED]

NOTICE OF INEFFICIENCY CHARGES

STATE-OPERATED SCHOOL
DISTRICT OF THE CITY OF
NEWARK, IN THE COUNTY
OF ESSEX

JO ANN GILMORE, being of full age and duly sworn according to law, hereby deposes and says:

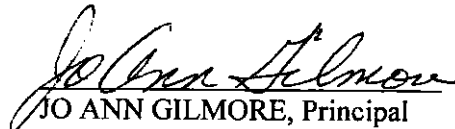
1. I am the Principal of Sussex Avenue School, Newark Public Schools, having served in that capacity since January 2000. I had previously served as Vice Principal of Sussex Avenue School from September 1998 until December 1999. As part of my duties in both positions, I supervised teaching staff members and support staff, including [REDACTED], a tenured teacher.
2. Pursuant to N.J.S.A. 18A:6-10 et seq. and N.J.A.C. 6A:3-5.1, I hereby file Charges based upon inefficiency against [REDACTED] (hereinafter referred to as "Respondent"), a tenured teacher employed by the Newark Public Schools (hereinafter referred to as the "District"). The Charges stated herein are based upon my personal knowledge, information and belief derived from personnel and other files, and records maintained by the District and information imparted to me and staff members.

CHARGE ONE: INEFFICIENCY

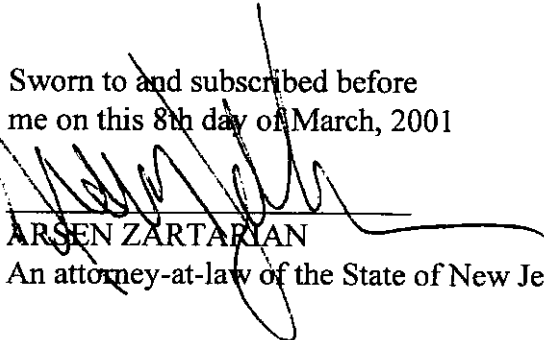
During the period from September 1997 to the present, the Respondent has demonstrated an inability to execute, competently and responsibly, his duties as a teacher in the following manner:

- a. The Respondent has failed to satisfactorily establish learning objectives and plan and prepare instruction consistent with appraisal of individual student needs and requirements;
- b. The Respondent has failed to exhibit satisfactory teaching techniques in the classroom, and satisfactorily use effective instructional methods and resources;
- c. The Respondent has failed to maintain effective classroom discipline and management through implementation of classroom and school rules and effective classroom discipline, thereby causing disorder and resulting in ineffective teaching;
- d. The Respondent has failed to submit required documentation, including, but not limited to, lesson plans, substitute plans, homework logs, report cards, student registers, scholarship books, and test results, thereby impeding educational progress;
- e. The Respondent has failed to appraise the effectiveness of his instructional program and methods;
- f. The Respondent has failed to meet accepted standards of professional behavior;
- g. The Respondent has failed to meet an accepted level of attendance.

Dated: March 8, 2001


JO ANN GILMORE, Principal

Sworn to and subscribed before
me on this 8th day of March, 2001


ARSEN ZARTARIAN
An attorney-at-law of the State of New Jersey

Newark Public Schools
Office of the General Counsel
2 Cedar Street
Newark, New Jersey 07102
(973) 733-8708

In the matter of

[REDACTED]

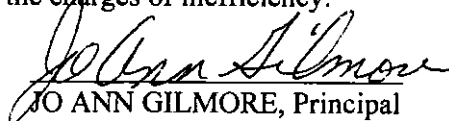
STATEMENT OF EVIDENCE

STATE-OPERATED SCHOOL
DISTRICT OF THE CITY OF
NEWARK, IN THE COUNTY
OF ESSEX

JO ANN GILMORE, being of full age and duly sworn according to law, hereby deposes and says:

1. I hereby submit this Statement of Evidence in support of the attached Charges against [REDACTED] hereafter referred to as "Respondent"), a tenured teacher employed by the Newark Public Schools (hereafter referred to as the "District"). The evidence herein is based upon my personal knowledge, information and belief, derived from personnel and other files and records maintained by the District, and information imparted to me and staff members.
2. During the period from September 1997 to the present, the Respondent has failed to satisfactorily perform the duties and responsibilities of a classroom teacher. The attached List of Exhibits are relied upon to support the charges of inefficiency.

Dated: March 8, 2001


JO ANN GILMORE, Principal

Sworn to and subscribed before
me on this 8th day of March, 2001


ARSEN ZARTARIAN

An attorney-at-law of the State of New Jersey

LIST OF EXHIBITS

1. Memorandum to Respondent dated 12/22/97 from Principal Carmen Ruiz of Luiz Munoz Marin Middle School ("Ms. Ruiz") regarding substitute plans not on file;
2. Memorandum to Respondent from Ms. Ruiz dated 4/1/98 regarding, among other things, lesson plans and classroom management and student discipline;
3. Memorandum to Respondent from Ms. Ruiz dated 4/1/98 regarding mandatory supervision of students;
4. Memorandum to Respondent from Ms. Ruiz dated 4/3/98 regarding submission of lesson plans;
5. Memorandum to Respondent from Ms. Ruiz dated 4/8/98 regarding neglect of duty;
6. Teacher Observation Report dated 4/15/98;
7. Teacher Observation Report dated 5/5/98;
8. Memorandum to Respondent from Ms. Ruiz dated 5/13/98 regarding classroom performance;
9. Memorandum to Lydia Silva, Assistant Superintendent, from Ms. Ruiz dated 5/26/98 regarding increment denial recommendation for Respondent;
10. Teacher Annual Evaluation Report dated 6/1/98;
11. Memorandum to Randall Kanter, Assistant Superintendent ("Mr. Kanter"), from Ms. Silva dated 6/4/98 regarding request for denial of increment;
12. Memorandum to Respondent from former State District Superintendent Beverly Hall ("Dr. Hall") dated 8/20/98 regarding denial of increment;
13. Teacher Observation Report dated 10/29/98;

14. Memorandum to Respondent from Principal Barbara A. Ervin (Ms. Ervin") dated 10/30/98 regarding classroom management;
15. Teacher Observation Report dated 2/9/99;
16. Memorandum to Respondent from Vice Principal John P. Dolan, Jr., ("Mr. Dolan") dated 3/8/98 regarding inappropriate language directed at students;
17. Memorandum to Respondent Principal Jo Ann Gilmore (Ms. Gilmore") dated 4/8/99 regarding incident/contact with female student;
18. Memorandum to Respondent from Ms. Gilmore dated 4/20/99 regarding fire drill/touching incident;
19. Teacher Observation Report dated 5/26/99;
20. Teacher Observation Report dated 6/4/99;
21. Teacher Annual Evaluation Report dated 6/16/99;
22. Memorandum to Respondent from Mr. Dolan dated 9/15/99 regarding "maintaining the instructional imperative";
23. Memorandum to Respondent from Ms. Gilmore regarding 12/13/99 meeting concerning excessive absenteeism;
24. Teacher Observation Report dated 12/21/99;
25. Memorandum to Respondent from Ms. Gilmore regarding 1/18/00 meeting concerning excessive absenteeism;
26. Teacher Observation Report dated 4/6/00;
27. Memorandum to Respondent from Ms. Gilmore dated 4/6/00 regarding inappropriate behavior;
28. Teacher Observation Report dated 5/25/00;
29. Teacher Annual Observation report dated 5/30/00;

30. Memorandum from Ms. Gilmore to Mr. Kanter dated 6/1/01 regarding recommendation for withholding of Respondent's increment;
31. Absences Report of Respondent dated 8/4/00;
32. Notice to Respondent from Superintendent Marion Bolden dated 8/24/00 regarding withholding of increment;
33. Memorandum to Respondent from Mr. Dolan dated 10/30/00 regarding classroom management/classroom climate;
34. Teacher Observation Report dated 12/18/00;
35. Memorandum to Respondent from Ms. Gilmore dated 1/3/01 regarding Respondent's inappropriate behavior;
36. Memorandum to Respondent from Ms. Gilmore dated 1/9/01 regarding inappropriate behavior and concern for the safety and welfare of students in Respondent's care;
37. Memorandum to Respondent from Ms. Gilmore dated 1/22/01 regarding results of investigation;
38. Incident Report dated 1/23/01 regarding inappropriate and unprofessional conduct;
39. Memorandum to Respondent from Mr. Dolan dated 1/29/01 regarding tenure charge recommendation;
40. Memorandum to Respondent from Ms. Gilmore reprimanding Respondent for inappropriate and unprofessional conduct.

NEWARK PUBLIC SCHOOLS
Office of the General Counsel
2 Cedar Street
Newark, New Jersey 07102
(973) 733-7139

In the Matter of

[REDACTED]

v.

STATE-OPERATED SCHOOL
DISTRICT OF THE CITY OF
NEWARK

STIPULATION OF SETTLEMENT

WHEREAS, [REDACTED] ("[REDACTED]"), residing at [REDACTED]

[REDACTED], is a tenured teacher employed by the
State-Operated School District of the City of Newark ("District");

WHEREAS, on or about March 8, 2001, tenure charges were filed against

[REDACTED]

WHEREAS, the parties, seeking to amicably resolve this matter, hereby
stipulate and agree as follows:

1. [REDACTED] hereby agrees to irrevocably resign his tenured teaching
position, and to relinquish any rights to such position under *N.J.S.A.*
18A:28-5. Said irrevocable resignation will be effective as of the close of
business on October 1, 2001. Attached is a copy of the signed Letter of
Resignation (Exhibit A). Upon the final approval of the signed Stipulation
and Letter of Resignation, the District shall and hereby does withdraw the

tenure charges filed and served upon [REDACTED] on or about March 9, 2001.

2. [REDACTED] will receive his salary and benefits as an employee through October 1, 2001. [REDACTED] will not be required to return to active service. The salary rate to be paid to him will continue at the same rate paid during the 2000-01 school year, with no increment or increase.
3. [REDACTED] will be required to expend all of his available sick, personal and vacation days to cover the period from the present up to and including October 1, 2001. If [REDACTED] exhausts all of those days prior to October 1, 2001, the District will compensate [REDACTED] for the remaining days that are not covered by sick, personal, or vacation days. If at the close of business on October 1, 2001, [REDACTED] has any sick, personal or vacation days remaining in his bank, compensation for those days will be governed by the terms of the Collective Bargaining Agreement between the Newark Public Schools and the Newark Teachers Union.
4. As of October 1, 2001, all of [REDACTED]'s employment rights, including, but not limited to salary, insurance coverage, tenure and seniority, will permanently end. [REDACTED] expressly waives any rights to tenure in the District and agrees never to seek employment with the District in the future. He will not contest the District's action to terminate his employment or otherwise seek reinstatement.
5. In the event that [REDACTED] secures alternate employment outside of the District prior to October 1, 2001, counsel for [REDACTED] shall

communicate this information to the District, and [REDACTED]'s benefits shall terminate as of the date of the commencement of [REDACTED]'s alternative employment.

6. The District will not pursue tenure charges against [REDACTED] as long as this Stipulation remains in effect and is not voided by any court or administrative agency of competent jurisdiction. However, if the Stipulation is voided, the District retains the right to file and consider for certification tenure charges against [REDACTED] including such charges that previously have been filed by the District against [REDACTED].
7. The parties respectively acknowledge that counsel has advised them and that each is signing this Stipulation freely and voluntarily, without duress, coercion or pressure from the other party.
8. This Stipulation constitutes the full agreement between the parties, and shall be construed and enforced in accordance with New Jersey law.
9. The undersigned representatives of the parties hereby acknowledge that they have been duly authorized by the respective parties to sign this Stipulation and bind their principals to its terms.
10. By entering this Stipulation, each party releases and discharges the other with respect to all claims or rights that either party may have against the other. This includes without limitation, any and all actions, claims, and liabilities of whatsoever kind or character, in law or in equity, now known or unknown, suspected or unsuspected, directly or indirectly related to [REDACTED]'s employment with the District. It specifically includes, without


limitation, all claims which [REDACTED] may have regarding tenure, withholding of increment, discrimination on any basis, any federal or state civil rights law, claims under the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991, and any other federal or state civil rights claims, including claims of age discrimination and other rights and claims arising under the Age Discrimination in Employment Act and the Older Workers' Benefits Protection Act, rights under any collective bargaining agreement, disability payments, sick leave, salary or any other matter pertaining to his employment.

11. This Stipulation is subject to approval by the District Superintendent.

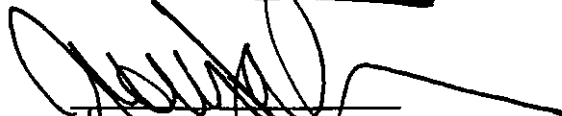
Dated: 5/2/01

[REDACTED]

Dated: 5/2/01


Eugene G. Liss, Esq.
Attorney for [REDACTED]

Dated: 5/3/01


Arsen Zartarian, Esq.
Associate Counsel
Newark Public Schools

Dated: 5/7/2001


Marion Bolden
District Superintendent

April __, 2001

Marion Bolden, Superintendent
Newark Public Schools
2 Cedar Street
Newark, New Jersey 07102


Dear Ms. Bolden:


I hereby irrevocably resign my tenured teaching position with the State Operated School District of the City of Newark effective October 1, 2001.

Very truly yours,



STATE OF NEW JERSEY:
COUNTY OF ESSEX:

I CERTIFY that on ^{May 2} April __, 2001,  personally came before me and acknowledged under oath to my satisfaction that he personally signed, sealed and delivered this document as his act and deed.



Eugene G. Liss, Esq.
Attorney at Law in the State of New Jersey