



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



David C. Hespe
Commissioner of Education

February 13, 2001

[REDACTED]

Dear [REDACTED]:

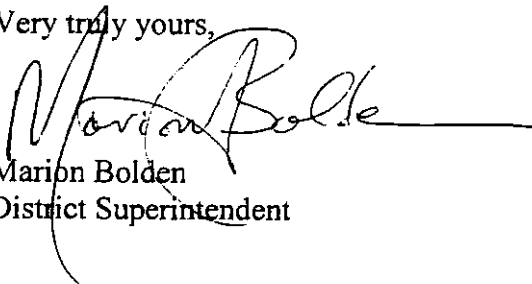
You are herewith advised that Charges of Corporal Punishment and Unbecoming Conduct have been filed against you.

In that regard, enclosed please find one (1) copy of each of the following: 1) Statement of Charges; 2) Statement of Evidence in Support of the Charges; and 3) Appendix of Exhibits supporting the Statement of Evidence.

Please be further advised that pursuant to N.J.S.A. 18A:6-11, you are granted the opportunity to submit a written statement of evidence under oath with respect to the Charges within fifteen (15) days from the date of receipt of this notice. After the expiration of that period, I shall (i) consider the Charges and the statement of evidence that you have submitted; (ii) make a determination as to whether there is probable cause to credit the evidence in support of the Charges; and (iii) if such Charges are credited, determine whether they are sufficient to warrant dismissal. In the event of a determination of probable cause, I will certify the matter to the Commissioner of Education of the State of New Jersey for hearing, pursuant to N.J.S.A. 18A:6-16.

You will be notified in writing of any determination.

Very truly yours,


Marion Bolden
District Superintendent

Enclosures

Cc: Randall Kanter

STATEMENT OF CHARGES

I, **RANDALL KANTER**, State District Assistant Superintendent of the State Operated School District of the City of Newark, in the County of Essex (the "District"), do herewith charge that [REDACTED], a tenured teacher at Mount Vernon School, is guilty of Corporal Punishment and Conduct Unbecoming a Teacher sufficient to warrant her dismissal from employment.

CHARGE NUMBER ONE

[REDACTED] is guilty of Corporal Punishment and Conduct Unbecoming a Teacher by way of the following:

- a) On or about June 16, 1999, [REDACTED] struck student A.R. in the arm with a plastic key chain holder, resulting in a Division of Youth and Family Services (DYFS) investigation.
- b) The DYFS investigation concluded that physical abuse was unsubstantiated, however, there were concerns regarding [REDACTED]'s conduct during the incident.
- c) As a result of the DYFS finding, [REDACTED] was ordered to receive administrative counseling.


[REDACTED]'s willful misconduct as described above constitutes Corporal Punishment and Conduct Unbecoming a Teacher sufficient to warrant dismissal from employment.

CHARGE NUMBER TWO


██████████ is guilty of Corporal Punishment and Conduct Unbecoming a Teacher by way of the following:

- a) On or about June 6, 2000, ██████████ struck student A.M. in the head with an umbrella. Student A.M. suffered pain to the head as a result of the incident.
- b) As a result of the incident, a DYFS investigation was conducted.
- c) The DYFS investigation concluded that physical abuse was substantiated.

██████████'s willful misconduct as described above constitutes Corporal Punishment and Conduct Unbecoming a Teacher sufficient to warrant dismissal from employment.


RANDALL KANTER
State District Assistant Superintendent

Sworn and subscribed to
Before me this 13th day
of February, 2001


Notary Public of the
State of New Jersey
AN ATTORNEY ADMITTED
TO PRACTICE LAW IN THE
STATE OF NEW JERSEY

APPENDIX OF EXHIBITS

1. Letter to [REDACTED] from Robert Hornstra, Division of Youth and Family Services, dated October 5, 1999, regarding an investigation into [REDACTED]'s behavior.
2. Letter to John P. Duggan, Director of School Operations, from Robert Hornstra, Division of Youth and Family Services, dated October 5, 1999, regarding an investigation into [REDACTED]'s behavior.
3. Letter to [REDACTED] from Susan Manion, Division of Youth and Family Services, dated January 2, 2001, regarding an investigation into [REDACTED]'s behavior.
4. Letter to John P. Duggan, Director of School Operations, from Susan Manion, Division of Youth and Family Services, dated January 2, 2001, regarding an investigation into [REDACTED]'s behavior.

5. On February 26, 2001, my office received a written response to the charges, filed by Robert Tosti, Esq. on behalf of [REDACTED].
6. Pursuant to N.J.S.A. 18A:6-11, I have considered the charges and supporting evidence alleging unbecoming conduct as a teacher and corporal punishment, as well as the statement of evidence, and have determined that there is probable cause to credit the evidence in support of the charges. I have further determined that the charges, if credited, are sufficient to warrant the dismissal of [REDACTED] [REDACTED], pursuant to N.J.S.A. 18A:6-11.
7. I have determined that [REDACTED] should be suspended without pay effective March 14, 2001.

I hereby certify that the foregoing statements made by me are true to the best of my knowledge. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.


MARION BOLDEN
DISTRICT SUPERINTENDENT

Dated: March 8, 2001

Newark, New Jersey

NEWARK PUBLIC SCHOOLS
PERSONNEL ACTION NOTICE

HRS# _____

AGENDA

ACTIVITY (Background and Recommendation):

Page 1 of 1

STATE-OPERATED SCHOOL DISTRICT OF THE CITY OF NEWARK

RESOLUTION

WHEREAS, the State-Operated School District of the City of Newark ("District") determined on March 8, 2001 to certify tenure charges of corporal punishment and unbecoming conduct against [REDACTED] to the Commissioner of Education of the State of New Jersey ("Commissioner");

WHEREAS, the District deems it in the best interests of the students and the District to suspend [REDACTED] pending the resolution of the tenure charges against her;

WHEREAS, N.J.S.A. 18A:6-14 gives a Board of Education the authority to suspend an employee without pay in connection with the certification of tenure charges;

NOW THEREFORE BE IT RESOLVED that [REDACTED] is suspended without pay, effective March 14, 2001, in connection with the certification of tenure charges against her to the Commissioner of Education.

APPROVALS REQUIRED

Submitted by: _____

Approved by: _____
Name/Title
Assistant Superintendent/HR or Director of Personnel

Approved by: _____
District Superintendent

Date
3/8/01
Date
3/8/2001
Date



The Newark Public Schools
Office of the General Counsel
2 Cedar Street
Newark, New Jersey 07102-3091
Phone: 973-733-7139
Fax: 973-733-7054



Marion A. Bolden
District Superintendent

Vito A. Gagliardi, Sr.
Acting Commissioner of Education

Hope R. Blackburn, Esq.
General Counsel

Arsen Zartarian, Esq.
Joseph Verga, Esq.
Associate Counsel

March 12, 2001

Vito A. Gagliardi, Sr., Commissioner of Education
Department of Education
c/o Bureau of Controversies and Disputes
P.O. Box 500
Trenton, New Jersey 08625-0500

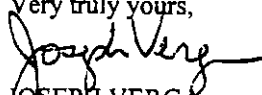
Re: **In Re Tenure Charges of [REDACTED]**
State Operated School District of the City of Newark

Dear Commissioner Gagliardi:

This office represents Petitioner, State-Operated School District of the City of Newark, in connection with the above-referenced tenure charges of unbecoming conduct and corporal punishment.

Enclosed are the original and two (2) copies of the Statement of Charges, Statement of Evidence, Appendix of Exhibits and supporting documentation, and Certificate of Determination regarding the above-referenced matter. Also enclosed is a Certificate of Service of the within upon [REDACTED]. Please have your staff file the originals and return a confirmation of filing to the undersigned.

Thank you for your attention to this matter. Should you have any questions, please do not hesitate to contact me.

Very truly yours,

JOSEPH VERGA
ASSOCIATE COUNSEL

JV
Enclosures

Cc: Marion Bolden, District Superintendent
Randall Kanter, State District Assistant Superintendent
[REDACTED]
Robert Tosti, Attorney for [REDACTED]

#257-01

IN THE MATTER OF THE TENURE :
HEARING OF ██████████ :
STATE-OPERATED SCHOOL DISTRICT : COMMISSIONER OF EDUCATION
OF THE CITY OF NEWARK, : DECISION
ESSEX COUNTY. :

August 15, 2001



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

INITIAL DECISION

SETTLEMENT

OAL DKT. NO. EDU 3156-01

AGENCY DKT. NO. 70-3/01

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

Petitioner,

v.

[REDACTED]
Respondent.

Joseph Verga, Esq., associate counsel, for petitioner

Robert M. Tosti, Esq., for respondent
(Rand, Algeier, Tosti & Woodruff, attorneys)

Record Closed: June 20, 2001

Decided: June 28, 2001

BEFORE ELINOR R. REINER, ALJ:

On or about March 13, 2001, the State-Operated School District of the City of Newark certified charges of unbecoming conduct and corporal punishment against respondent, **[REDACTED]**, a tenured teacher. On March 23, 2001, respondent filed an answer denying the charges and asserting affirmative defenses.

On April 9, 2001, the Department of Education, Bureau of Controversies and Disputes transmitted this matter to the Office of Administrative Law for hearing pursuant to *N.J.S.A. 52:15B-1 to -15* and *N.J.S.A. 52:14F-1 to -13*. The matter was assigned to

the undersigned judge on April 23, 2001, and a telephone prehearing conference scheduled for May 14, 2001. During the prehearing conference held on that date, the issues were isolated, timelines were established and a hearing scheduled for June 18 and 19, 2001 and July 23, 2001 at the Office of Administrative Law, 185 Washington Street, Newark, New Jersey 07102. As a result of settlement conferences held between the parties on June 18, 2001, a settlement was reached and the hearing was adjourned.

The parties have agreed to a proposed settlement, subject to approval by the Commissioner. In accordance with the decision of the State Board of Education in *Cardonick v. Brooklawn Bd. of Educ.*, 193 S.L.D. ___ (St. Bd. April 6, 1983), the record of any proposed settlement must include:

. . . the nature of the charges, circumstances justifying the settlement, consent or authorization by the Board of Education and the teacher to the proposed agreement, the Administrative Law Judge's finding that the teacher entered into an agreement with a full understanding of his rights, and (a finding) that the agreement is consistent with the public interest.

On June 18, 2001, a record was established on the issue of whether or not the proposed settlement should be accepted. Counsel for both parties set forth on the record the reasons why settlement would be in the public interest. [REDACTED] testified that she fully understood and voluntarily agreed to the terms of settlement. In addition, the parties have prepared a Stipulation of Settlement, which is attached and fully incorporated in this decision. The State District Superintendent approved the settlement terms on June 18, 2001.

Based on my review of the record, I **FIND** that the proposed settlement is consistent with the public interest for the following reasons:

1. It is anticipated that the hearing in this matter would be protracted and costly. Board counsel estimates that he would call approximately twelve fact witnesses to prove the charges.

2. A number of the district's intended witnesses are children approximately nine years old.
3. Under the proposed terms of settlement, [REDACTED] will resign her position effective December 31, 2001.
4. An essential provision of the agreement required [REDACTED] to acknowledge that she had been advised of the duty of the Commissioner of Education pursuant to *N.J.A.C. 6:11-3.6* and *In re Cardonick*, concerning referral to the State Board of Examiners for possible action regarding her teaching certificate. She is aware that the Commissioner of Education may refer this matter to the State Board of Examiners for any action, which he may deem appropriate.
5. Before entering into this agreement, [REDACTED] fully understood her rights and had an adequate opportunity to consult with legal counsel.
6. The parties have voluntarily agreed to the settlement, as evidenced by their signatures or their representatives' signatures.
7. The settlement agreement complies with the requirements of *In re Cardonick, supra*.
8. The settlement fully disposes of all issues in controversy and is consistent with the law.

I **CONCLUDE** that the terms of this agreement are in the public interest. I further **CONCLUDE** that this agreement meets the requirements of *N.J.A.C. 1:1-19.1* and that the settlement should be approved. I approve the settlement and, therefore, **ORDER** that the parties comply with the settlement terms and that these proceedings be concluded.

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 (45) 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.

June 28, 2001
DATE

Elinor R. Reiner
ELINOR R. REINER, ALJ

Receipt Acknowledged:

7/3/01
DATE

Debbie Antonatis /pp
DEPARTMENT OF EDUCATION

JUL 5 2001
DATE

Mailed to Parties
Jeff J. Mann
ACTING DIRECTOR AND
CHIEF ADMINISTRATIVE LAW JUDGE
OFFICE OF ADMINISTRATIVE LAW

NEWARK PUBLIC SCHOOLS
Office of the General Counsel
2 Cedar Street
Newark, New Jersey 07102
(973) 733-8358

RECEIVED
STATE OF NEW JERSEY
OFFICE OF ADMINISTRATIVE LAW

JUN 20 1 52 PM '01

In the Matter of the
Tenure Hearing of
[REDACTED]
v.
STATE-OPERATED SCHOOL
DISTRICT OF THE CITY OF
NEWARK
: :
: :
: BEFORE THE COMMISSIONER OF EDUCATION
: OFFICE OF ADMINISTRATIVE LAW
: :
: AGENCY REF. NO. 70-3/01
: Docket No. EDUTH 03156-01N
: :
: STIPULATION OF SETTLEMENT
: :
: :
: :

WHEREAS, the parties, State-Operated School District of the City of Newark ("District"), and [REDACTED], a tenured teacher, residing at [REDACTED], [REDACTED], hereby stipulate and agree as follows:

1. [REDACTED] hereby agrees to irrevocably resign her tenured teaching position, effective December 31, 2001, and to relinquish any rights to such position under N.J.S.A. 18A:28-5. Attached is a copy of the signed Letter of Resignation (Exhibit A). Upon the final approval of the signed Stipulation, the District shall and hereby does withdraw the Tenure Charges of Conduct Unbecoming certified on March 12, 2001.
2. [REDACTED] will receive her salary and benefits as an employee from July 12, 2001 through December 31, 2001.
3. Upon the final approval of the Commissioner of Education of the signed Stipulation, [REDACTED] will receive a lump sum payment for the

equivalent of sixty days pay, minus proper deductions. [REDACTED] will not be compensated for the balance of her 120 day unpaid suspension running from March 12, 2001 to July 12, 2001.

4. As of December 31, 2001, all of [REDACTED]'s employment rights, including, but not limited to salary, insurance coverage, tenure and seniority, will permanently end. [REDACTED] expressly waives and gives up any rights to tenure in the District and agrees not to seek employment with the District in the future.
5. As of December 31, 2001, [REDACTED] will receive compensation for all sick, personal and/or vacation days accrued as per the terms of the Collective Bargaining Agreement between the State Operated School District of the City of Newark and the Newark Teachers Union.
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 of competent jurisdiction or agency with jurisdiction over this matter. 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 have previously been filed by the District against [REDACTED]
[REDACTED]
7. [REDACTED] specifically acknowledges that she has been advised of the duty of the Commissioner of Education pursuant to *N.J.A.C. 6:11-3.6* and *In re Cardonick* concerning referral to the State Board of Examiners for possible action regarding her teaching certification. The parties agree that


settlement of this matter will be in the public's best interest. In addition, settlement of this matter will avoid the necessity of student testimony.

8. 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.
9. This Stipulation constitutes the full agreement between the parties.
10. 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.
11. Except as noted above, [REDACTED] waives all claims of any nature in any forum against the State Operated School District of the City of Newark with regard to this matter, including fees, or other monetary relief. This agreement includes, without limitation, any and all claims directly or indirectly related to or arising out of his employment by the District. This release specifically includes, but is not limited to, claims Appellant may have in connection with his employment with Respondent under the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991, the Age Discrimination in Employment Act, the New Jersey Law Against Discrimination, the Older Workers Benefit Protection Act, the Conscientious Employees Protection Act, and any other federal or state civil rights laws, wrongful discharge claims, or grievances under collective bargaining agreement.
12. This Stipulation is subject to approval by the State District Superintendent and the Commissioner of Education.

Dated: 6-18-01



Dated: 6-18-01

Robert M. Tosti
Robert M. Tosti, Esq.
Attorney for 

Dated: 6/18/2001

Marion Bolden
Marion Bolden
State District Superintendent

Dated: 6/18/01

Joseph Verga
Joseph Verga, Esq.
Associate Counsel
Newark Public Schools

Exhibit A

June 18, 2001

Ms. Marion Bolden
State District Superintendent
Newark Public Schools
2 Cedar Street
Newark, New Jersey 07102

Dear Ms. Bolden:

I hereby resign my tenured teaching position with the State Operated School District of the City of Newark effective December 31, 2001.

Very truly yours,

A large black rectangular redaction box covers the signature and name of the sender. Below it, a smaller black rectangular redaction box covers the title or affiliation of the sender.

CERTIFICATION

I, [REDACTED] being the Respondent in this matter, hereby certify that I have reviewed this Settlement Agreement and fully understand its meaning and terms. I acknowledge that my attorney questioned my understanding and verified my acceptance of the terms of this Settlement Agreement. I am satisfied with my representation and I enter into this Settlement Agreement voluntarily.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

[REDACTED]

6/18/01
DATE


OAL DKT. NO. EDU 3156-01
AGENCY DKT. NO. 70-3/01

IN THE MATTER OF THE TENURE :
HEARING OF ██████████ :
STATE-OPERATED SCHOOL DISTRICT : COMMISSIONER OF EDUCATION
OF THE CITY OF NEWARK, : DECISION
ESSEX COUNTY. :

The record, Stipulation of Settlement and Initial Decision issued by the Office of Administrative Law, pursuant to *N.J.A.C.* 1:1-19.1, have been reviewed.

Upon review, the Commissioner approves the settlement terms since they comport with the *Cardonick* standards for review of settlements in tenure matters and adopts the settlement as the final decision in this matter. *See In re Cardonick*, 1990 *S.L.D.* 842, 846, decided by the Commissioner of Education April 7, 1982, *aff'd* State Board April 6, 1983; and *N.J.A.C.* 6A:3-5.6(a).^{*} The matter is hereby dismissed, subject to compliance with the terms of the settlement. This matter is being forwarded to the State Board of Examiners for action as that body deems appropriate.

IT IS SO ORDERED.


COMMISSIONER OF EDUCATION

Date of Decision: AUG 15 2001

Date of Mailing: AUG 15 2001

^{*} In so approving, the Commissioner specifically construes and accepts provision No. 2. of the parties' agreement as providing that, although ██████████ will receive her salary and benefits for the period July 12, 2001 through December 31, 2001, she will not be assigned duties which would require her to work with students during this period.