

#268-13

STATE OF NEW JERSEY
DEPARTMENT OF EDUCATION
TRENTON, NEW JERSEY

RECEIVED BY
CONTROVERSIES & DISPUTES
2013 JUL 18 A 10:31

IN THE MATTER OF TENURE HEARING OF)
)
BORDENTOWN REGIONAL BOARD OF EDUCATION)
)
-against-)
)
KIMBERLY BLOOD)
)
)
Docket No. 71-3/13)
)

OPINION
AND
AWARD

Before: Robert T. Simmelkjaer, Esq.
ARBITRATOR

APPEARANCES

FOR THE BOARD

Cameron Morgan, Esq., Parker McCay, P.A.

FOR THE RESPONDENT

Dean R. Wittman, Esq., Zeller & Wieliczko, LLP

AWARD

Based on the foregoing case law and N.J.A.C. 6A:3-5.6, I hereby accept the "Letter of Resignation" entered into by the parties, effective July 12, 2013, and Order that the tenure charges against Kimberly Blood be dismissed as moot. (See attached).

July 15, 2013


Robert T. Simmelkjaer
Arbitrator

RECEIVED BY
CONTROVERSIES & DISPUTES
2013 JUL 18 A 10:31

BACKGROUND

In accordance with N.J.S.A. 18A:6-11 as amended, by letter dated March 22, 2013, the Bordentown Regional School District Board of Education ("Board") filed Tenure Charges against the respondent, Ms. Kimberly Blood. The Board Resolution approving the Tenure Charges and suspension of Ms. Blood without pay, and a Certificate of Determination, both dated March 21, 2013, were filed pursuant to N.J.S.A. 18A:6-11 and N.J.A.C. 6A:3-5.2(a). The respondent was charged with Conduct Unbecoming a Teacher, specifically, "absenteeism."

On April 19, 2013, the tenure charges were referred to the undersigned pursuant to N.J.S.A 18A:6-16 as amended by P.L. 2012, c.26. A hearing was held on May 23, 2013, during which the Board began its case and scheduled on July 12, 2013. Prior to the commencement of the hearing, the respondent submitted a unilateral, voluntary and irrevocable resignation due to disabilities.

Given the respondent's unilateral resignation, in the Arbitrator's opinion, the approval of the Commissioner of Education would not be necessary pursuant to N.J.A.C. 6A:3-5.6, namely, a "Withdrawal, settlement or mooted of tenure charges." The case of State-Operated School District of the City of Jersey City, Hudson County v. Deborah Robinson, Dkt. No. 403-11/03 (2004) would seem applicable to the instant case. In Robinson, the respondent submitted a letter of resignation, indicating that she was "retiring on an ordinary disability pension." ALJ Sandra Ann Robinson of the Office of Administrative Law ("OAL") held: "An issue is 'moot' when a determination is sought on a matter, which, when rendered, cannot have any practical effect on the existing controversy since there remains no conflict between the parties."

Similarly, In The Matter of the Tenure Hearing of Bernard Saez, State Operated School District of the City of Newark, Essex County, OAL DKT. NO. EDU 11306-05 (2006), ALJ Robert J. Giordano held:

"Against this backdrop, the disposition of the case is made. I CONCLUDE that given his unilateral resignation as a tenured teacher renders the tenure charges against the respondent are rendered moot. He is no longer employed by the school district. He has no claim for back pay which could be resolved by the disposition of the charges here. The petitioner has no other legitimate interest arising out of the instant matter. I thus CONCLUDE the tenure charges certified by petitioner State Operated School District of the City of Newark against respondent Bernard Saez should be dismissed.

July 12, 2013

Mr. Eloi Richardson
Business Administrator/Board Secretary
Bordentown Regional School District
318 Ward Avenue
Bordentown, New Jersey 08505

RE: Letter of Resignation

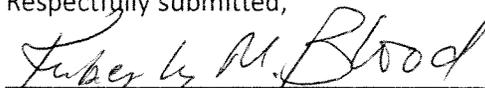
Dear Mr. Richardson:

I hereby resign from my employment as a teacher in the Bordentown Regional School District, effective July 12, 2013. This resignation is due to my disabilities and my incapacity to continue as a teacher in the District. I understand this resignation is irrevocable, regardless of any subsequent change in my circumstances.

I further understand that this is a voluntary relinquishment of my tenure rights and that it effectively waives any claims I may have and the ability to obtain back-pay from the district. I understand that, by voluntarily resigning my position, I will be precluded from seeking unemployment compensation benefits from the school district.

I understand that this is a unilateral resignation, not a settlement agreement. I understand that this resignation may nonetheless invoke obligations on the part of the Board of Education pursuant to N.J.A.C. 6A:9-17.4. My attorney has advised me of the consequences of the same.

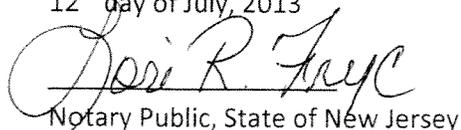
Respectfully submitted,



Kimberly Blood

Sworn to before me this

12th day of July, 2013



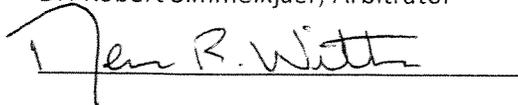
Notary Public, State of New Jersey

LORI R. FRYC
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 7/27/2017

Witnessed:



Dr. Robert Simmelkjaer, Arbitrator



Dean Wittman, Esq., Attorney for Ms. Blood