

IN THE MATTER OF : NEW JERSEY DEPARTMENT OF EDUCATION
THE CERTIFICATES OF : STATE BOARD OF EXAMINERS
DANIEL L. WOODSIDE : ORDER OF REVOCATION
_____ : DOCKET NO: 509-01/99-210

This case originated on May 14, 1992 when the Elizabeth Board of Education certified tenure charges against respondent, Daniel L. Woodside. See Woodside v. Bd. of Ed. Of the City of Elizabeth, Agency Docket No. 354-10/93 (slip op. at p. 2). The district had charged Woodside with unbecoming conduct, alleging corporal punishment and inappropriate physical intervention with students. Id. at 2. Woodside currently holds Secondary School Teacher of Mathematics and Secondary School Teacher of Science certificates.

The Commissioner of Education transmitted the case to the Office of Administrative Law (OAL). While the tenure matter was still being heard, the local Board and Woodside entered into a settlement agreement. Id. at 2. The Board agreed to pay Woodside's full salary until June 30, 1993, after which he would resign, retire and surrender his teaching certificate. After extensively interviewing Woodside to ensure that he understood and approved of the settlement, the ALJ recommended the settlement to the Commissioner. Id. at 2-3. Woodside subsequently filed exceptions, seeking to repudiate the settlement. The Commissioner rejected the settlement and remanded the case for rehearing. Id. at 3. The Board appealed to the State Board of Education, which held that the settlement agreement was valid. Id. Woodside appealed from the State Board's decision to the Superior Court of New Jersey, Appellate Division.

While that appeal was pending, Woodside filed a petition before the Commissioner seeking salary payments through October 6, 1993, the date the State Board had reversed the Commissioner. Id. On October 27, 1994, the Appellate Division upheld the State Board's decision that the initial settlement agreement between Woodside and the Board was valid and that therefore Woodside's resignation was effective on June 30, 1993. Id. at 3-4. As a result of the Appellate Division's ruling, the ALJ held that Woodside's petition seeking back pay and the return of his teaching certificate was moot and should be dismissed. Id. at 4.

The Commissioner concurred with the ALJ that Woodside's Petition should be dismissed. Commissioner's Decision, slip op. at 7. The Commissioner found that the Appellate Division ruling settled the issue of back pay and that the settlement agreement specifically addressed the issue of Woodside's resignation and surrender of his certificates. Id. Accordingly, the Commissioner adopted the Initial Decision and referred the matter to the State Board of Examiners pursuant to N.J.A.C. 6:11-3.6 for appropriate action regarding Woodside's certificates. Id.

Thereafter, on January 21, 1999, the State Board of Examiners issued an Order to Show Cause to Woodside as to why his certificates should not be or suspended or revoked. The Order was predicated on the settlement agreement in which Woodside agreed to surrender his teaching certificates.

The Order to Show Cause was mailed to Woodside by regular and certified mail on February 24, 1999. The Order provided that if he desired to file an Answer to the Order that Answer must be filed within 20 days. Woodside filed an Answer on February 25, 1999. In his Answer Woodside denied that he had ever agreed to surrender his

certificates. (Answer, ¶ 1). He also stated that since the tenure charges arose in 1991, the statute of limitations had run on his case. (Answer, ¶ 3). He also argued that the issue was moot because he was 72 and no longer permitted to teach in New Jersey.

Thereafter, pursuant to N.J.A.C. 6:11-3.6(a)1, on September 24, 1999, Woodside was sent a hearing notice by regular and certified mail. The notice explained that, since it appeared no material facts were in dispute regarding the tenure charges, respondent was offered an opportunity to submit written arguments on the issue of whether the conduct addressed in the Order to Show Cause constituted conduct unbecoming a certificate holder. It also explained that, upon review of the charges against him and the legal arguments tendered in his defense, the State Board of Examiners would determine if his offense warranted action against his certificates. Thereupon, the Board of Examiners would also determine the appropriate sanction, if any.

On September 28, 1999, Woodside asked for an extension of time in which to respond to the Hearing Notice. That request was granted and he responded to the Hearing Notice on November 3, 1999. In that response, he claimed, among other things, that the Board of Examiners was engaged in the grand theft of his certificates and that the Examiners were sending his case “to out of court settlement by agreement.” (Hearing Response, p.1.) He also stated that the Examiners were “an out of control criminal lynch mob on a witch hunt.” (Hearing Response, p. 1.)

The threshold issue before the State Board of Examiners in this matter, therefore, is to determine whether Woodside’s agreement to surrender his certificates as a means of settling his tenure matter is binding. At its meeting of February 24, 2000, the State Board of Examiners reviewed the charges and papers filed by respondent in response to the

Order to Show Cause. After reviewing his response, the Board of Examiners determined that no material facts related to Woodside's agreement to turn in his certificates were in dispute since the Appellate Division conclusively settled that matter. Thus, Woodside's agreement to surrender his certificates for appropriate action by the State Board of Examiners serves as a sufficient predicate to take action against his certificates now.

The State Board of Examiners may revoke or suspend the certification of any certificate holder on the basis of demonstrated inefficiency, incapacity, conduct unbecoming a teacher or other just cause. N.J.A.C. 6:11-3.4. Certainly, a certificate holder's agreement to surrender his/her certificates in order to settle a tenure case can be viewed as just cause for suspension or revocation. Furthermore, Woodside's argument that this matter is moot because he is older than the mandatory retirement age for teachers has no merit. See N.J.S.A. 18A:66-43. Initially this Board notes that there are other employment opportunities other than public school teacher that require an individual to hold a teaching certificate. Moreover, there may be other states where a teacher does not face a similar mandatory retirement age or where a New Jersey teacher seeking employment can use reciprocity. Finally, and most important, this case dragged on for years because of Woodside's own actions in attempting to repudiate an agreed-upon settlement. He should not now be rewarded for his dilatory behavior by keeping certificates he agreed to surrender many years ago.

The Board of Examiners does recognize, however, that Woodside's tenure case was initiated at the end of his career shortly before he could have retired from his district. Since the revocation of Woodside's certificates is all that was required to settle his tenure case, there is nothing to be gained by "going after" his pension. The Board therefore

orders the Secretary to write on its behalf to the Division of Pensions in conjunction with transmitting this decision, urging that Woodside's pension rights remain intact.

Accordingly, it is therefore ORDERED that Daniel L. Woodside's Secondary School Teacher of Mathematics and Secondary School Teacher of Physical Science certificates be revoked on this 24th day of February 2000. It is further ORDERED that Woodside return his certificates to the Secretary of the State Board of Examiners, Office of Licensing, CN 500, Trenton, NJ 08625-0500 within fifteen (15) days of receipt of this decision.

Secretary
State Board of Examiners

Date of Mailing: May 17, 2000

Appeals may be made to the State Board of Education pursuant to the provisions of N.J.S.A. 18A:6-28.

IBG:MZ:kb: Daniel L. Woodside