

New Jersey Commissioner of Education**Final Decision**

In the Matter of the Suspension of the
Teaching Certificate of Shazia Ahmad,
Empowerment Academy Charter School,
Hudson County.

Synopsis

On November 10, 2022, Empowerment Academy Charter School (Empowerment) filed an Order to Show Cause with the Commissioner against respondent Shazia Ahmad, a mathematics teacher at the school. The Commissioner ordered that the respondent show cause as to why an Order suspending her teaching certificate should not be entered for unprofessional conduct pursuant to *N.J.S.A. 18A:26-10* after she resigned her position without giving the sixty-day (60) notice required by her contract with the petitioner. The respondent filed an answer stating that she was unable to fulfill her contractual obligations because of an urgent family matter involving the medical needs of her child.

The ALJ found, *inter alia*, that: the respondent did nothing to help Empowerment minimize the impact on her students when she left employment, nor did she seek assistance or accommodations to allow her to continue her teaching role at Empowerment; further the mitigating circumstances put forth by the respondent lacked adequate contemporaneous documentation or support; the medical needs of respondent's son when she resigned were unclear, but did not impact her ability to work essentially full-time as a substitute teacher immediately after her resignation and for many months thereafter. The ALJ concluded that petitioner failed to present exceptional circumstances or compelling reasons that would warrant a lesser suspension for her failure to provide the notice required under her contract. Accordingly, the ALJ ordered that respondent's teaching certificate be suspended for one year for resigning without providing the required notice, in violation of *N.J.S.A. 18A:26-10*.

Upon review, the Commissioner concurred with the Administrative Law Judge that respondent's resignation from employment on short notice justifies suspension of respondent's teaching certificates pursuant to *N.J.S.A. 18A:26-10* and *N.J.S.A. 18A:28-8*. Accordingly, respondent's teaching certificates were suspended for a period of one year from the filing date of the Commissioner's decision, a copy of which was forwarded to the State Board of Examiners for implementation of the suspension.

This synopsis is not part of the Commissioner's decision. It has been prepared for the convenience of the reader. It has been neither reviewed nor approved by the Commissioner.

354-23

OAL Dkt. No. EDU 00960-23

Agency Dkt. No. 308-11/22

New Jersey Commissioner of Education

Final Decision

In the Matter of the Suspension of the Teaching Certificate of Shazia Ahmad, Empowerment Academy Charter School, Hudson County.

The record of this matter and the Initial Decision of the Office of Administrative Law (OAL) have been reviewed and considered. The parties did not file exceptions.

Upon review, the Commissioner adopts the Initial Decision as the Final Decision in this matter. The Commissioner concurs with the Administrative Law Judge that respondent's September 26, 2022, resignation from employment on short notice justifies suspension of respondent's teaching certificates pursuant to *N.J.S.A. 18A:26-10* and *N.J.S.A. 18A:28-8*.

Accordingly, respondent's teaching certificates are suspended for a period of one year from the filing date of this decision, a copy of which shall be forwarded to the State Board of Examiners for implementation of the suspension.

IT IS SO ORDERED.¹


ANGELINA ALLEN-McMILLAN, J.D.
ACTING COMMISSIONER OF EDUCATION

Date of Decision: November 30, 2023

Date of Mailing: December 1, 2023

¹ This decision may be appealed to the Appellate Division of the Superior Court pursuant to *N.J.S.A. 18A:6-9.1*. Under *N.J.Ct.R. 2:4-1(b)*, a notice of appeal must be filed with the Appellate Division within 45 days from the date of mailing of this decision.



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

INITIAL DECISION

OAL DKT. NO. EDU 00960-22

AGENCY DKT. NO. 308-11-22

**IN THE MATTER OF THE TEACHING
CERTIFICATE OF SHAZIA AHMAD,
EMPOWERMENT ACADEMY CHARTER
SCHOOL, HUDSON COUNTY**

Thomas O. Johnston, Esq., for petitioner (Johnston Law Firm, LLC, attorneys)

Shazia Ahmad, respondent, pro se

Record Closed: September 29, 2023

Decided: October 19, 2023

BEFORE **NANCI G. STOKES**, ALJ:

STATEMENT OF THE CASE

On September 26, 2022, petitioner Shazia Ahamad (Ahamad), a teacher at Empowerment Academy Charter School (Empowerment), resigned immediately despite the sixty-day notice required by her contract and began nearly full-time employment as a substitute teacher. Should Ahmad's teaching certificate be suspended? Yes. Under N.J.S.A. 18A:26-10, the failure to provide such notice is misconduct subject to a one-year certificate suspension, and the Commissioner of Education will reduce the typical suspension in only rare circumstances.

PROCEDURAL HISTORY

On November 10, 2022, Empowerment filed an Order to Show Cause against Ahmad with the Commissioner of the Department of Education (Commissioner). the Commissioner ordered that the respondent show cause as to why an Order suspending her teaching certificate should not be entered for unprofessional conduct and provided her with twenty days to respond. Soon after, Ahmand filed an undated answer.

On January 10, 2023, the Office of Administrative Law (OAL) filed the Commissioner's transmittal of a contested case under the Administrative Procedure Act, N.J.S.A. 52:14B-1 to -15, and the act establishing the OAL, N.J.S.A. 52:14F-1 to -13, for a hearing under the Uniform Administrative Procedure Rules, N.J.A.C. 1:1-1.1 to -21.6.

I held several pre-hearing conferences and scheduled hearings for August 30, 2023, which proceeded via Zoom. I allowed the parties time to file post-hearing summations. On September 29, 2023, the OAL received Empowerment's submission, but no Ahmad filed no summation. On that date, I closed the record.

FINDINGS OF FACT

Based on the records in evidence, my assessment of their sufficiency the testimony presented, and my evaluation of its credibility, I **FIND** the following as **FACT**:

Empowerment Academy is a public charter school in Jersey City, New Jersey.

Ahmad, a non-tenured teacher, resides in Hudson County.

On July 29, 2022, Ahmad executed an employment agreement to work as a teacher at Empowerment for the 2022-2023 school year. The contract specified Ahmad's term of employment as August 17, 2022, until June 30, 2023. Under the

agreement, Ahmad could unilaterally terminate her job by providing sixty days' written notice to the school.

On September 26, 2022, Ahmad submitted a written resignation from her teaching position by email, citing "urgent and unavoidable family matters," effective immediately.

In response, on September 27, 2022, Empowerment's education director, Shona Hendry, emailed Ahmad advising that her contract required her to provide sixty days' notice, or she would be subject to license suspension and a \$500 penalty. Henry also expressed concern for Ahmad's situation and offered support. However, Ahmad did not return or seek assistance from Empowerment. Undeniably, Ahmad did not provide sixty days' notice.

Angela Thomas, Empowerment's middle school principal, explained how Ahmad's abrupt departure disrupted the students' education at Empowerment. Specifically, Ahmad served as a sixth-grade mathematics teacher at Empowerment, one of two certified math teachers for that grade. Empowerment expected each teacher to teach half of the school's sixth graders during designated blocks or class periods. However, during the 2022-2023 school year, the school could not fill Ahmad's mathematics teaching role with another certified mathematics teacher, a critical subject area, leaving that instruction short. Ahmad did not assist the school in finding a replacement or transitioning in her absence.

Ahmad asserts that she did not decide to leave Empowerment lightly. Instead, she maintains that her son's psychiatric condition worsened in September 2022, requiring her to leave the position suddenly. Ahmad highlights the loss of substantial income by leaving her full-time job, and her paystubs after her resignation support this assertion. Ahmad maintains that she was "mentally, emotionally and physically occupied" with her son's care when she resigned. Ahmad's husband observed his

wife's stress during this time. Still, Ahmad supplied no medical evidence that her health was at risk when she resigned.

To support her son's medical issues, Ahmad supplied a letter from her son's psychiatrist dated March 25, 2023, explaining that Ahmad's son was under his care for bipolar disorder, ADHD, and oppositional defiance dysfunction. The physician highlights that Ahmad is her son's caretaker, helping him with medications, activities of daily living, and school. The physician further advises that Ahmad's caretaking duties are full-time, making her employment at Empowerment impossible. The physician did not testify to explain his conclusions, and the document contains largely unsupported hearsay, which I give only minimal weight.

Regardless, the physician's note did not specify Ahmad's caretaking needs when she resigned in September 2022. Indeed, the physician highlights no physical disability or an acute crisis involving her son that required Ahmad to quit her job without notice when she did. In September 2022, Ahmad's son was a full-time community college student and attended school for the 2022-2023 school year. Still, Ahmad and her husband provided credible testimony that their son suffered from conditions requiring psychiatric care and medication, necessitating some supervision. Ahmad explained that she often had to stay up to watch over her son through the night. However, Ahmad's claim that she could not provide notice due to her son's sudden worsening condition is not adequately supported or credible.

Ahmad also believed that focusing on her son's care would make her an ineffective teacher, unable to prepare for lessons or discharge her teaching responsibilities professionally. To be sure, a substitute teacher position pays less, making it less desirable, and involves less rigorous planning duties. Although Ahmad asserts that she was overwhelmed with preparing lesson plans, she acknowledges that she sought no assistance or support from Empowerment's administration before abruptly resigning. Further, despite the school's efforts to offer help upon receiving her resignation, she did not respond.

Significantly, Ahmad worked for the Jersey City public school system (Jersey City) after leaving Empowerment. Although Ahmad left Empowerment on September 26, 2022, she worked as a substitute per diem teacher for Jersey City on September 27, 28, 29, and 30, 2022. In other words, she worked the rest of the work week after she left her job at Empowerment.

Ahmad also worked as a per diem substitute teacher for Jersey City on October 3, 4, 6, 7, 11, 12, 13, 17, 18, 19, 20, 21, 25, 26, 27, 28, and 31, 2022. Notably, considering weekends, Columbus Day, a professional development day without students on October 5, and Diwali on October 24, 2022, Ahmad worked nearly every day in the month after leaving Empowerment.¹ The following month, Ahmad worked on November 1, 2, 3, 4, 14, 15, 16, 17, 18, 21, 22, 23, 28, 29, and 30, 2022. After counting the Thanksgiving break and election week's closing, Ahmad worked every open school day in November 2022.² This level of employment continued until at least April, and Ahmad acknowledges that she worked as a substitute for Jersey City for the rest of the school year. Indeed, Ahmad's paystubs through April 2023 demonstrate near continuous daily per diem work. Thus, her son's medical needs did not interfere with her ability to work as a substitute for Jersey City nearly all school days in the months after she resigned from Empowerment.

DISCUSSION AND CONCLUSIONS OF LAW

Under N.J.S.A. 18A:26-10, a teaching staff member who ceases to perform their duties before the term of their employment's end absent the Board's consent, "shall be deemed guilty of unprofessional conduct." Ibid. In turn, the Commissioner of Education may suspend the teacher's certificate for up to one year. Id. A teacher may escape liability under the statute by providing appropriate notice, which "is dictated by the terms of the parties' employment contract." Carrelle v. Bd. of Educ. of Bloomfield, Comm'r

¹ I take judicial notice of Jersey City's 2022 published school calendar. <https://jerseycityed.com/jersey-city-public-school-district-calendar/>

² . <https://jerseycityed.com/jersey-city-public-school-district-calendar/>

Decision No. 49-04 (February 10, 2004), <http://www.nj.gov/education/legal/commissioner/>; Boguszewski v. Bd. of Educ. of Woodcliff Lake, 1979 S.L.D. 727, 729. Indeed, the statute's purpose is to encourage notice to the school so that it can hire a suitable replacement "without adversely impacting students." Penns Grove-Carneys Point Bd. of Educ. v. Leinen, 94 N.J.A.R.2d (EDU) 405, 407.

Still, the statute "does not dictate the automatic suspension of a teacher's certificate" when a teacher fails to provide the contractual notice. In re Falco, EDU 9283-98, Comm'r (May 24, 1999), aff'd Initial Decision (April 7, 1999), <http://njlaw.rutgers.edu/collections/oal/>. Instead, the statute gives the Commissioner discretion to withhold or reduce the penalty where warranted. Typically, however, the Commissioner will suspend a teacher's certificate for the one-year maximum when the circumstances show that the teacher failed to provide the sixty-days' notice "for strictly personal reasons, putting their own self-interest above the interests of students and their professional obligation to provide adequate notice to the board." In re Certificates of Chae Hyuk Im, 2018 N.J. Super. Unpub. LEXIS 1748, at 8-9 (App. Div. July 20, 2018).

In rare cases, the Commissioner either declined to suspend a teacher's certificate or imposed a lesser suspension because of mitigating circumstances. For example, in Board of Education of Black Horse Pike Regional School District v. Mooney, 1984 S.L.D. 810, the Commissioner denied a school board's request to suspend a teacher's certificate under N.J.S.A. 18A:26-10 because the teacher only resigned on short notice because her husband took a job in California and because she "gave immediate notice to the Board in writing and she assisted [her replacement] in the development of a program through the end of the school year." Id. at 811, 816.

In In re Bordon, EDU 12810-14, Initial Decision (June 18, 2015), adopted, Comm'r (July 29, 2015), <http://www.nj.gov/education/legal/commissioner/>, a teacher's certificate was suspended for only three months because she resigned without full

notice to take a lower-paying teaching position at a school closer to her home after suffering a leg injury that made driving difficult. In that case, the administrative law judge concluded, and the Commissioner agreed, that, although the teacher violated N.J.S.A. 18A:26-10 by providing less than the notice required by her contract, a three-month suspension was appropriate because her “conduct was not motivated by personal gain [she took a \$20,000 pay cut], but rather by a very real medical crisis,” and “because the Board, through its administration, made no effort to acknowledge her medical concerns, or offer to discuss any constructive solution.”

Unlike those cases, Ahmad did not help her employer minimize the impact on her students upon leaving or seek assistance or accommodations to allow her to continue her role at Empowerment. I also found that the mitigating circumstances suggested by Ahmad lacked adequate contemporaneous support. Precisely, her son's medical needs when she resigned were unclear and did not impact her ability to work practically full-time as a substitute teacher. This fact also highlights the demand for mathematics teachers and Empowerment's inability to find a certified mathematics teacher as a replacement. Her son is an adult and attended college during the 2022-2023 school year, and Ahmad supplied insufficient evidence of a medical crisis concerning her son or herself when she resigned. Thus, I **CONCLUDE** that Ahmad does not present exceptional circumstances or compelling reasons that warrant a lesser suspension for her failure to provide the notice required under her employment contract in violation of N.J.S.A. 18A:26-10.

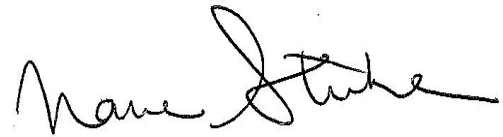
ORDER

Given my findings of fact and conclusions of law, I **ORDER** that Ahmad's teaching certificate be suspended for one year because she resigned without providing required notice in violation of N.J.S.A. 18A:26-10.

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 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.

Within thirteen days from the date on which this recommended decision was mailed to the parties, any party may file written exceptions with the **COMMISSIONER OF THE DEPARTMENT OF EDUCATION, ATTN: BUREAU OF CONTROVERSIES AND DISPUTES, 100 Riverview Plaza, 4th Floor, PO Box 500, Trenton, New Jersey 08625-0500**, marked "Attention: Exceptions." A copy of any exceptions must be sent to the judge and to the other parties.



October 19, 2023

DATE

NANCI G. STOKES, ALJ

Date Received at Agency:

October 19, 2023

Date Mailed to Parties:

Ljb

APPENDIX

Testimony

For Petitioner:

Angela Thomas

For Respondent:

Shazia Ahmad

Athkar Javaid

Evidence

For Petitioner:

P-1 November 10, 2022 Petition with Exhibits

P-2 Undated Letter from S. Ahmad to the Commissioner of Dept. of Education

P-3 March 25, 2023 Letter from Dr. Thomas D'Amato

P-4 June 11, 2023 S. Ahmad Email Transmittal of Pay Stubs

P-5 Jersey City Public Schools Paystubs

For Respondent:

R-1 Undated Letter from S. Ahmad to the Commissioner of Dept. of Education (P-2)

R-2 March 25, 2023 Letter from Dr. Thomas D'Amato (P-3)