

New Jersey Commissioner of Education
Final Decision

In the Matter of the Suspension of the Teaching
Certificates of Roven Gomez, 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 concurs with the Administrative Law Judge (ALJ) that respondent Roven Gomez failed to provide notice of 60 days as required by his employment contract prior to abandoning his teaching position at Empowerment Academy Charter School. The Commissioner also concurs with the ALJ that respondent's conduct warrants a suspension of his teaching certificates for one year pursuant to *N.J.S.A. 18A:26-10*.

Accordingly, the Initial Decision is adopted as the final decision in this matter, and the Order to Show Cause is hereby granted. 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


COMMISSIONER OF EDUCATION

Date of Decision: December 4, 2025
Date of Mailing: December 4, 2025

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 12161-25

AGENCY DKT. NO. 114-4/25

**IN THE MATTER OF THE TEACHING
CERTIFICATE OF ROVEN GOMEZ,
EMPOWERMENT ACADEMY CHARTER
SCHOOL, HUDSON COUNTY**

Jaryda Gonzalez, Esq., for petitioner (Johnston Law Firm, LLC, attorneys)

Roven Gomez, respondent, pro se

Record Closed: October 22, 2025

Decided: November 6, 2025

BEFORE **ANDREA PERRY VILLANI**, ALJ:

STATEMENT OF THE CASE

On February 20, 2025, petitioner Roven Gomez, a teacher at Empowerment Academy Charter School (Empowerment), stopped reporting to work and did not provide the sixty-day notice required by his contract. Should Gomez's teaching certificate be suspended for one year? Yes. Under N.J.S.A. 18A:26-10, failure to provide such notice is misconduct subject to a one-year certificate suspension.

PROCEDURAL HISTORY

On April 17, 2025, Empowerment filed an Order to Show Cause against Gomez with the Commissioner of the Department of Education (Commissioner). On April 22, 2025, the Commissioner ordered Gomez to show cause why an order suspending his teaching certificate should not be entered for unprofessional conduct. On June 13, 2025, Gomez responded in the form of a letter addressed to “Whom it May Concern.”

On July 9, 2025, the Commissioner transmitted the case as a contested case to the Office of Administrative Law (OAL) for a hearing 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.

On August 14, 2025, I held a pre-hearing conference. Gomez did not participate in the conference. On October 22, 2025, I conducted the hearing and closed the record.

DISCUSSION AND FINDINGS OF FACT

On September 18, 2024, Gomez executed an Employment Agreement to work as a teacher at Empowerment, a public charter school in Jersey City, for the 2024-2025 school year. The contract specified Gomez’s term of employment as October 7, 2024, until June 30, 2025, as a seventh-grade math teacher. Under the Agreement, Gomez could unilaterally terminate his employment by providing sixty-days’ written notice to the school.

On February 20, 2025, Gomez did not report to work. He did not place his absence in Paychex as required by Empowerment’s attendance policy. He did not email any of the middle school leaders to tell them he would be absent. Gomez continued to miss work – without informing anyone – on the following dates: February 24, 2025, March 3, 2025, March 4, 2025, March 5, 2025, March 6, 2025, March 7, 2025, and March 10, 2025.

On March 10, 2025, Empowerment's Middle School Principal, Lisa Powell, emailed Gomez advising that she considered his absences job abandonment, which could lead to revocation of his teaching certificate for one year. Gomez responded by email the same day and said, "You are calling it job abandonment. I am calling it health concerns. I am not healthy to perform my duties."

On March 25, 2025, and March 29, 2025, Powell sent follow-up emails asking Gomez to provide a doctor's note. Gomez did not respond. Powell did not attempt to contact Gomez after March 29, 2025. At that point, Gomez had not communicated with Empowerment for nineteen days, and it was over a month since Gomez stopped showing up for work.

Approximately three months later, Gomez filed a letter with the Commissioner addressed to "Whom it May Concern." In the letter, Gomez acknowledged that he did not give proper notice to Empowerment: "I am writing this letter to formally explain the circumstances that led to my decision to leave...without traditional notice." He then stated his reasons for not providing notice, which included "lack of structure and discipline from the administration," "absence of support from administration," and because he "felt increasing pressure to conform to certain ideological narratives."

Gomez attempted to explain further at hearing, though his testimony was contradictory and confusing. For instance, it was unclear whether Gomez left his teaching position at Empowerment because of the school environment, health issues, or both.

Gomez began by discussing his health issues. He mentioned a concussion that he suffered in November 2024, though he later admitted that he was medically cleared to return to work after the concussion. He spoke about problems with his hands, including difficulty writing and using the mouse for the computer. Near the end of his testimony, he mentioned he had a catheter, but he clarified that he "survived for six years with the catheter" and "appreciate[d] that the school located a classroom near the bathroom." Gomez acknowledged that he never provided Empowerment with a doctor's note, medical records, or other documentation relating to any of these health issues.

Gomez changed topics several times during his testimony to complain about Empowerment's school environment. Among other things, he said, "I was given students that had no motivation to learn." Kids would fall asleep in class. He mentioned that sometimes the school did not allow students to recess outdoors. Gomez also had problems with students who complained that he did not address transgender students by their identified gender.

Gomez concluded by saying that he left Empowerment for personal reasons and knowingly risked suspension of his license. He stated, "This charter school experience will be a reminder that...it was a lesson learned that not everything is meant for you. That's why I walked away. It wasn't meant for me." Additionally, he stated, "If you're willing to suffer your consequences for what's going to be provided for you, I'm going to suffer those consequences. I saw the possibility of losing my license for a year. If I lose my license, it's in His hands."

Powell testified that, when Gomez left his position, there was no certified teacher available to take over his classes, and Empowerment was unable to find one before the end of the school year. Gomez was responsible for two math classes, and each class had a Teaching Assistant (TA). The TAs stepped in to lead the classes in Gomez's absence, but the TAs are not certified teachers, and they effectively acted as substitute teachers for the remainder of the school year. Powell believes this was detrimental to the students, noting that interim assessments conducted each quarter that year showed that the students made no meaningful growth.

Given this discussion of facts, I **FIND** that Gomez left his position at Empowerment for personal reasons, without notice. I further **FIND** that, even after he stopped showing up for work, Gomez never clearly communicated with the school about leaving his employment, so Powell continued to email him for several weeks. This delayed Empowerment's search for a replacement math teacher and, indeed, Empowerment was unable to find a replacement teacher before the end of the school year, which was detrimental to the students.

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 Board consent, "shall be deemed guilty of unprofessional conduct." In turn, the Commissioner of Education may suspend the teacher's certificate for up to one year. Id. 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. Typically, the Commissioner will suspend a teacher's certificate for the one-year maximum when the circumstances show that the teacher failed to provide 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 this case, not only did Gomez fail to provide sixty-days' notice, he failed to provide any notice whatsoever. He simply stopped showing up for work. Then, when Powell emailed him, he didn't clearly communicate that he was leaving his employment. Powell spent several weeks following up with more emails, to which Gomez never responded. During this time and for the remainder of the school year, Gomez's students went without a certified math teacher.

For all of these reasons, I **CONCLUDE** that Gomez's conduct was unprofessional and warrants a suspension of his certificate for one year under N.J.S.A. 18A:26-10.

ORDER

Given my findings of fact and conclusions of law, I **ORDER** that Gomez's teaching certificate be suspended for one year.

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.

November 6, 2025



DATE

ANDREA PERRY VILLANI, ALJ

Date Received at Agency:

November 6, 2025

Date Mailed to Parties:

November 6, 2025

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APPENDIX

WITNESSES

For Petitioner:

Lisa Powell

For Respondent:

Roven Gomez

EXHIBITS

For Petitioner:

- P-1 Petition and Order to Show Cause with Cover Letter to Gomez
- P-2 Gomez Employment Contract
- P-3 Email from Gomez
- P-4 Email from Powell to Gomez
- P-5 Letter from Gomez

For Respondent:

None