

21-26

OAL Dkt. Nos. EDU 09647-24, 09649-24, 09650-24, and 13245-24

Agency Dkt. Nos. 159-5/24, 160-5/24, 161-5/24, and 270-8/24

New Jersey Commissioner of Education

Final Decision

Andrew Meehan,

Petitioner,

v.

Board of Trustees of LEAD Charter School, Essex
County,

Respondent.

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 that petitioner's employment was terminated for good cause and that he is not entitled to compensation.

Accordingly, the Initial Decision is adopted as the final decision in this matter, and the petition of appeal is hereby dismissed.

IT IS SO ORDERED.¹


COMMISSIONER OF EDUCATION

Date of Decision: January 23, 2026

Date of Mailing: January 27, 2026

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. NOS. EDU 09647-24,
09649-24, 09650-24, & 13245-24
AGENCY DKT. NOS. 161-5/24,
160-5/24, 159-5/24, & 270-8/24

ANDREW MEEHAN,

Petitioner,

v.

LEAD CHARTER SCHOOL BOARD

OF TRUSTEES, ESSEX COUNTY,

Respondent.

Andrew Meehan, petitioner, pro se

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

Record Closed: October 29, 2025

Decided: November 24, 2025

BEFORE **ANDREA PERRY VILLANI**, ALJ:

STATEMENT OF THE CASE

On May 31, 2024, respondent LEAD Charter School (LEAD) terminated its math teacher, Andrew Meehan, before the expiration of his contract. LEAD had good cause to terminate Meehan because he sent his colleague a threatening text message. Is

Meehan entitled to compensation for the full term of his contract? No. Under N.J.S.A. 18A:6-30.1, a teacher who is dismissed before the expiration of his contract is not entitled to compensation for the full term of his contract if he was dismissed for good cause.

PROCEDURAL HISTORY

On May 22, 2024, Meehan filed three complaints with the Department of Education, Office of Controversies and Disputes. In his first complaint (Complaint One), Meehan alleged that LEAD violated N.J.A.C. 6A:16-11.1(a) state-mandated reporting procedures for potentially missing, abused, or neglected children, and he sought six months of jail time or a fine up to \$1,000 for LEAD's Director of Student Services. In his second complaint (Complaint Two), Meehan alleged that LEAD violated N.J.A.C. 6A:20-1.3, by enrolling students in a GED program for state-issued high school diplomas and stated he's "[n]ot sure what relief could be done about this particular situation." In his third complaint (Complaint Three), Meehan alleged that LEAD violated N.J.S.A. 18A:36-40, which requires schools to adopt a written policy concerning electronic communications between employees and students, and he sought investigation of all electronic communications between LEAD employees and students. He also sought issuance of school cell phones monitored with spyware and placing the school on probation.

On July 11, 2024, the New Jersey Department of Education, Office of Controversies and Disputes, transmitted all three cases as contested cases to the Office of Administrative Law (OAL) 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 -23.

On August 21, 2024, Meehan filed a fourth complaint with the Department of Education, Office of Controversies and Disputes. In his fourth complaint (Complaint Four), Meehan disputes the termination of his employment as a violation of N.J.S.A. 18A:27-10 and N.J.S.A. 18A:27-11.

On September 17, 2024, the New Jersey Department of Education, Office of Controversies and Disputes, transmitted Complaint Four as a contested case to the OAL 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 -23.

On December 13, 2024, I consolidated all four cases.

On February 13, 2025, LEAD filed a Motion to Dismiss all four of Meehan's complaints. On May 20, 2025, I granted LEAD's Motion to Dismiss Complaints One, Two, and Three. I denied LEAD's Motion to Dismiss Complaint Four.

I denied LEAD's Motion to Dismiss Complaint Four because there were genuine issues of material fact regarding Meehan's termination. Meehan's Complaint Four only referenced two statutes: N.J.S.A. 18A:27-10, which LEAD complied with, and N.J.S.A. 18A:27-11, which does not apply to Meehan's situation. However, Meehan also stated in Complaint Four that LEAD made "arbitrary changes" to his teacher evaluation and "retaliated" against him "for submitting three complaints to the Office of Controversies and Disputes." Thus, without explicitly referencing the statute, Meehan effectively argued that LEAD did not have good cause to terminate his employment under N.J.S.A. 18A:6-30.1. Because Meehan and LEAD disagreed on the facts surrounding this allegation, I determined that a hearing was necessary.

On August 22, 2025, I conducted the hearing on Complaint Four. On October 29, 2025, the parties submitted summations, and I closed the record.

DISCUSSION AND FINDINGS OF FACT

From 2021 to 2024, Meehan was a high school math teacher at LEAD Charter School (LEAD) in Newark, New Jersey.

According to Shabani Stewart, Chief Academic Officer, LEAD is a public charter school whose mission is to educate underserved populations, particularly students aged sixteen to twenty-one years old that previously attempted but did not complete high

school. Many of the students have disengaged from school and work and are mistrustful of the adults in their lives. LEAD aims to change that by providing its students with a tailored experience and building trust with them. All LEAD staff members who testified spoke of the school's emphasis on creating a culture of supportiveness and safety. Stewart described the school as a "therapeutic community."

Unfortunately, Meehan did not fit into LEAD's therapeutic community. According to Meehan himself, he is combative at times and can be confrontational. Indeed, Meehan confronted several of his colleagues during his time at LEAD.

In one incident that occurred in or around January 2024, Meehan yelled at Coraly Melendez, a staff member at La Casa de Don Pedro where Meehan was teaching a class. The confrontation between Meehan and Melendez happened in front of students and turned into a face-to-face shouting match, which prompted students to stand in between them. According to Meehan, Melendez was supposed to help supervise his students, but she went to lunch. Meehan was frustrated that there wasn't a set time for lunch and Melendez wasn't available when needed. The shouting match ensued. Meehan later apologized for yelling at Melendez, but "the damage was done" according to Meehan's supervisor, Tyler Blackmore, and, thereafter, Melendez felt unsafe around Meehan. After a meeting with Meehan and Melendez, Blackmore and Sarah Elbery, Human Resources (HR) Manager, determined that Meehan should not communicate with Melendez anymore, and Meehan was moved out of La Casa de Don Pedro.

Another incident occurred in or around February 2024 when Meehan accused another teacher, Mr. Henry, of taking his pens and altering his gradebook. Henry took over Meehan's classes for three or four days when Meehan was out of work. At the time, Meehan had a bag of pens in his classroom that were a gift from a visiting army officer. Meehan appreciated the gift as a veteran and planned to distribute the pens to his students. When Meehan returned from his days off, he could not immediately find the pens, and he accused Henry of taking them. Someone located the pens soon after in the staff bathroom. Meehan still suspects that Henry moved them. Meehan also maintains that Henry changed Meehan's attendance reports on the school computer system. There was conflicting testimony about whether Henry would even have access

to Meehan's attendance reports on the system. Blackmore explained that Henry would have no reason to input or alter Meehan's attendance reports in the computer system because, typically, substitute teachers simply circulate a sign-in sheet for attendance. Those sheets would be left for the regular teacher, who would enter the data into the computer. Elbery noted that Henry felt attacked during the incident, which was unfortunate because Henry was trying to help Meehan by taking over his classes.

Another incident occurred in or around April 2024 when Meehan made a racial remark to a black colleague, Angela Moten. Moten was in a classroom with two other black colleagues when Meehan walked in. Meehan was assigned to be in that classroom, and he said something like, "I'm supposed to be in here." According to Meehan, Moten responded with, "We don't want you here." Meehan then asked, "Why? Is it because I'm not black?" A student was present and intervened. The student took Meehan's bag and left the class, prompting Meehan to follow him out to another classroom. Meehan reported the incident to HR, and Elbery held another meeting. According to Elbery, the meeting was tense. Meehan interrupted Moten and raised his voice. Moten was uncomfortable and said, "I can't sit here if I'm being attacked." Blackmore, who was also in the meeting, said he would no longer put Meehan and Moten in the same group for staff development meetings. At the end of the meeting, Meehan apologized for raising his voice and being aggressive.

Meehan's explanation for the April 2024 incident was that Moten made a racial remark to him earlier that year. In February 2024, staff were attending a Black History Month event, and Meehan asked Moten for a piece of gum. According to Meehan, Moten said, "I don't give to non-black people." Meehan was offended and felt excluded because he is Asian. Meehan testified that this is why he believed Moten was excluding him from the classroom later on in April.

On May 10, 2024, Meehan had his annual teacher review meeting. In that meeting, Blackmore informed Meehan that he received a "partially effective" rating in category "5b. Collaboration." Blackmore wrote:

While Mr. Meehan is open to collaborating with his colleagues, there has been some breakdown in communication with multiple colleagues which has caused confusion and strained communication. As discussed, this can sometimes stem from misperception or jumping to a conclusion. What has been most challenging is the number of restorative meetings that have been called and resulted in you acknowledging that you may have misperceived or jumped to conclusions in your assessment of an interaction. One particularly challenging meeting, Mr. Meehan, when asked by his colleague, admitted that he had made the racial remark ("I can't stay because I'm not black [referring to his perception that he was being asked to leave]) to which he referred to in his statement. Again, you acknowledged that you left this out because you did not want to make it a "bigger deal." We recognize that miscommunication can happen but it is clear that a concerning pattern has emerged with multiple professionals at both 39 and 201. Mr. Meehan is encouraged to continue to be reflective in how he perceives interactions and how he communicates with his colleagues and how he addresses concerns when they arise, which he is encouraged to do.

Meehan disagreed with Blackmore's comments in that category, and he expressed his disagreement in a follow-up email. Meehan wrote:

I approached HR with concerns and placing this in a teacher evaluation is not appropriate because it then places blame on me for voicing my concerns with HR and violates labor laws. Without this venue, it marginalizes employees ability to address racial, gender, disability, discrimination. It penalizes me for making a complaint which I should be able to do freely and without retaliation. I request that those comments in red are removed and that the teacher evaluation score is adjusted. Those comments had nothing to do with my teacher evaluation that focuses mostly on student growth which I exceeded at 76.9% for the NWEA. Let me know your thoughts.

On the same day, May 10, 2024, LEAD offered to renew Meehan's contract and Meehan accepted.

On May 13, 2024, Meehan signed the new employment contract for the 2024-2025 school year.

On May 16, 2025, another incident occurred between Meehan and a colleague. Meehan shared his opinion with fellow teacher, Tuquwan Smith, that many LEAD

employees, including Smith, were violating LEAD’s electronic communications policy by texting and calling students on their personal cell phones. Later that day, after work around 4:15 p.m., Meehan began texting and calling Smith multiple times to further discuss the topic. Meehan texted Smith, “All me brother” (meaning to say, “Call me brother”) and then immediately called Smith three times “back-to-back-to-back” (according to Smith). Meehan continued to text Smith as follows:

Tuquan!!! B	4:17 p.m.
Tuquan!!!	4:24 p.m.
Tuquan!!!!	5:21 p.m.
Call me brother	5:21 p.m.
Tuquan once I submit my documents I will have you explain your personal views on state mandated reporting, using your cell phone to make personal calls to students. Feel free to contact safe school student support services at the nj department of education or office of controversies and disputes. I would start looking for a new job. 😬	11:15 p.m.

On May 21, 2024, Meehan filed Complaint One, Two, and Three against LEAD with the New Jersey Department of Education.

On May 23, 2024, Smith emailed Elbery about the “concerning and inappropriate” calls and texts he received from Meehan. Smith noted that Meehan made “multiple attempts” to contact him that day and that Meehan sent the last text at 11:15 p.m. Smith wrote that the last text (“I would start looking for another job”) was unprofessional and unsettling. At hearing, Meehan characterized the text as a “warning.” Smith testified at hearing that he took it as a threat. Smith also testified that Meehan once talked to Smith about “taking down the school” and said, “when I send my report you’re going to see.” According to Smith, Meehan was “always into a story with some kind of drama” and “would say outrageous things sometimes.”

On May 24, 2024, the New Jersey Department of Education emailed Meehan's three complaints to Stewart and requested LEAD's response.

On the same day, May 24, 2024, Blackmore met with Meehan. He told Meehan that he was required to enter information from the paper copy of Meehan's annual teacher evaluation into a computer program called Schoolmint Grow. However, when Blackmore did this, Meehan's evaluation scores dropped. Most notably, Meehan's "5b. Collaboration" score changed from "partially effective" to "ineffective." When I asked Blackmore why he changed Meehan's collaboration score in Schoolmint Grow, Blackmore answered, "I don't have an explanation for that."

On May 31, 2024, LEAD terminated Meehan's employment. LEAD issued a letter that stated, "your contract offer for the 24-25 school year is rescinded, by reason of your conduct toward a peer which he reasonably found menacing." Stewart explained that she, Robert Clark, Chief Executive Officer, and Jasmine Foreman, Chief Program Officer, decided to terminate Meehan's employment because of his text message to Smith. Stewart was "taken aback" by the text message, concerned that Meehan's behavior was escalating, and felt that Meehan's pattern of accusatory behavior was "not the space we want to provide" for staff. Indeed, she stated that, "in six years [working at LEAD], I've never seen a text message like this."

Based on the above discussion of facts, I **FIND** that LEAD terminated Meehan because of his text message to Smith. Smith found the text threatening, because it was preceded by numerous communications outside of business hours, sent late at night, and suggested that Meehan would get Smith fired. This was not an isolated incident. Indeed, Meehan confronted several colleagues during his time at LEAD, and he even engaged in a shouting match with a colleague in front of students. Therefore, I **FIND** that Meehan's behavior was at odds with LEAD's mission to provide a supportive, therapeutic environment, and LEAD had good cause to terminate him.

CONCLUSIONS OF LAW

N.J.S.A. 18A:6-30.1 states, “When the dismissal of any teaching staff member before the expiration of his contract with the board of education shall be decided, upon appeal, to have been without good cause, he shall be entitled to compensation for the full term of the contract...”

In this case, LEAD had a legitimate reason to terminate Meehan’s employment. Only six days after his annual teacher review meeting wherein his supervisor advised him to “be reflective” about “how he communicates with his colleagues,” Meehan sent a text message to a colleague that Meehan himself characterized as “a warning,” and the colleague found “threatening.” This was antithetical to LEAD’s therapeutic environment and not an isolated incident.

Meehan’s arguments that Blackmore arbitrarily lowered his teacher evaluation scores and that LEAD retaliated against him for filing Complaints One, Two, and Three are unpersuasive. Blackmore did lower Meehan’s teacher evaluation score when he entered the data from the paper copy into the Schoolmint Grow computer program. However, that is not why LEAD terminated Meehan. Similarly, LEAD did not terminate Meehan because he filed Complaints One, Two, and Three against the school. Again, LEAD terminated Meehan because he sent his colleague a threatening text message; and, this was only one of several problematic interactions Meehan had with colleagues throughout the school year.

For all of these reasons, I **CONCLUDE** that LEAD had good cause to terminate Meehan prior to the expiration of his contract.

ORDER

Given my Findings of Fact and Conclusions of Law, I **ORDER** that Meehan’s Complaint Four be **DISMISSED**.

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 case. 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 becomes a final decision under N.J.S.A. 52:14B-10.

Within thirteen days from the date on which this recommended decision is 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 24, 2025

DATE

ANDREA PERRY VILLANI, ALJ

Date Received at Agency:

November 24, 2025

Date Mailed to Parties:

November 24, 2025

sej

APPENDIX

Witnesses

For Petitioner:

Andrew Meehan

For Respondent:

Shabani Stewart

Tyler Blackmore

Sarah Elbery

Tuquwan Smith

Exhibits

For Petitioner:

P-7 HR Meeting to Address Racial Discrimination Charge

P-9 May 10, 2024 End of Year Teacher Conference

P-11 May 10, 2024 Email to Blackmore re: Teacher Evaluation

P-12 Teacher Evaluation

P-13 May 15, 2024 Teacher Evaluation Meeting

P-15 Teacher Contract with Email Acceptance

P-16 Email re: Personal Days

P-17 May 24, 2024 Teacher Annual Score Review Meeting and Mint Grow
Teacher Evaluation Scores

P-18 May 27, 2024 Email re: Evaluation Changes

P-20 May 23, 2024 Smith's Email Reporting Incident and Text Messages

P-21 Non-renewal Letter

P-22 LEAD Handbook and Policy Manual

P-27 School Growth Scores

For Respondent:

- R-3 May 23, 2024 Smith's Email Reporting Incident and Text Messages
- R-4 May 8, 2023 Employment Contract
- R-5 May 4, 2024 Employment Contract
- R-6 Employee Handbook
- R-7 May 31, 2025 Letter Rescinding Contract Offer
- R-8 May 10, 2024 End of Year Evaluation
- R-9 LEAD webpage