

NEW JERSEY DEPARTMENT OF EDUCATION

Agency Docket No.: 26-1//25
Ralph H. Colflesh, Jr., Esq.
Arbitrator

**IN THE MATTER OF TENURE
CHARGES BY
MONTCLAIR SCHOOL DISTRICT
in the COUNTY OF ESSEX, NEW JERSEY,
PETITIONER**

and

**ANGELICA MINO,
RESPONDENT.**

Appearances

For Petitioner:

Leslie S Park, Esq.

Taylor Law Group, LLC

New Providence, New Jersey

For Respondent:

Randi Doner April, Esq.

Oxfeld Cohen, P.C.

Newark, New Jersey

DECISION AND AWARD

Pursuant to NJSA 18A:6-16, the undersigned Arbitrator was appointed to hear and determine the above captioned matter which was appealed to arbitration by Petitioner, Angelica Mino (“Ms. Mino”) after Respondent, Montclair School District (“the District”) terminated her based on reasons of law.

Upon due notice to the parties, a hearing was conducted on May 9, 2026 in the offices of the District at 22 Valley Road, Montclair, New Jersey. At that time both parties had an opportunity to call and confront witnesses and produce non-testimonial evidence. There being no procedural objections material to the case, this matter is ready for adjudication on its merits.

Background:

Angelica Mino, Respondent herein, was appointed as a teacher by the District on or about September 1, 2015. Subsequently she acquired tenure pursuant to N.J.S.A. 18A:28-15. At all times material herein Ms. Mino held dual certification as a Teacher of Students with Disabilities and as a Teacher of Biological Sciences and was subject to a collective bargaining agreement between the District and the Montclair Education Association.

On or about December 16, 2024, the District brought tenure charges against Ms. Mino after she announced on November 20, 2023 that she had unilaterally decided to stop teaching two sections of Geoscience at Montclair Highschool as of November 27, 2023 semester. At or about the same time, Ms. Mino also deleted evaluation records for the two sections. Ms. Mino's asserted reason was frustration with the District's failure to implement additional compensation she claimed to have been promised because she was both the special education and science teacher in the two classes, a situation which required her dual certification.¹ She announced both her decision and this rationale to her Assistant Principal, Judith Grodner with copies to her Principal, Jeffrey Freeman and the District's Assistant Director of Personnel. Shortly thereafter, the District discovered Ms. Mino's deletion of mid-term marking records and assignments for the two classes from the District's Genesis records-keeping system. Although the District's IT staff was initially able to recover the deletion, Ms. Mino deleted the records again. This time the District could not recover them.

On November 22, 2023, Principal Freeman informed her she would be suspended with pay pending an investigation, and she was placed on administrative leave on November 28, 2023.² She was subsequently served with tenure charges on December 16, 2024 alleging unbecoming conduct/insubordination, abandonment of position contrary to N.J.S.A. 19A:28-8; and neglect of duty in violation of N.J.S.A. 18A:29-4. Ms. Mino's appeal as Respondent followed.

¹ At the time, Ms. Mino was already receiving supplemental pay because she was teaching two more classes than required under the Agreement between the District and the Association. That additional compensation is not material to this matter.

² An April 18, 2024 email announced Ms. Mino's transfer to the District's Renaissance Middle School. (District Exhibit 11). However, there is no indication Ms. Mino performed any duties for the District after being placed on administrative leave by Principal Freeman in November 2023. Thus the April 18, 2024 notice appears to be an administrative measure, perhaps in anticipation of 2024-2025 school year staffing needs.

Relevant Factual Assertions of Petitioner:

Judith Grodner, at all times material hereto the Assistant Principal of Montclair High School, testified that when Ms. Mino stopped teaching the two Geosciences classes, she had been paired as the lead teacher in one of those sections with another teacher who was uncertified to teach science. Ms. Grodner said that on November 17, 2023 she corresponded with Ms. Mino regarding what Ms. Mino had depicted as an unpleasant relationship with the other teacher. Although she extended to Ms. Mino an offer to meet with the two, Ms. Mino never responded. Ms. Grodner said that the following school day, November 20, 2023, she received an email from the District's Director of Personnel relaying a request from Ms. Mino for double pay for her duties in the class since she functioned as both the science teacher and the special education teacher for both classes. Ms. Grodner then sent Ms. Mino an email informing her the District did not pay teachers double for any class simply because they held two certifications necessary in that class. Later that same day the other teacher in the room informed her that Ms. Mino had deleted grades such that neither she nor Ms. Grodner's had access to them. According to the other teacher, Ms. Mino said she had done that so she and Ms. Grodner teacher could not go back and fix the deletions.

Ms. Grodner explained that a subsequent restoration by the District's IT specialist was frustrated when Ms. Mino deleted the records a second time, leaving only use of interim mid-term marking period grades but not the underlying records that supported those grades. Further, Ms. Grodner testified that when given a chance to restore the records at a November 22, 2023 meeting with her and a union representative, Ms. Mino both admitted deleting the records and refused to restore them. In addition to that, Ms. Grodner testified that at one point in the meeting Ms. Mino used vulgar language in reference to her and her job performance.

This latter part of Ms. Grodner's testimony was corroborated by **Magdalena Fischer**, the Board's manager of Information Systems. She told the undersigned that Ms. Mino had deleted grades from both the general education and special education sections of the class and had subsequently accessed the District's system from outside the school to delete the records after they had been restored and any backup material.

Principal **Jeffrey Freeman** essentially testified that he considered Ms. Mino's decision to quit teaching the two sections as tantamount to a resignation. He also maintained that her salary was contractually correct because the two classes were actually part of her core assignment for the fall semester of the 2023-2024 school year and that her demand for double pay for the two classes due to her dual certification was unfounded. He further testified that upon learning Ms. Mino had deleted records he contacted Ms. Fischer to have the records restored, but discovered the next day, November 21, 2023 that the records had again been deleted and were unrecoverable. Finally he said that students had complained about not being able to challenge grades because they had been deleted.

Relevant Factual Assertions of Respondent:

Testifying in her own behalf, Ms. Mino stated that he had taught at Montclair High School for ten years, both in science and partly as a support teacher for students who had learning disabilities. In the fall of 2023, she recalled, Principal Freeman asked her to assume both the role of general teacher and special education teacher in one of her Geoscience classes and that another teacher—uncertified in Geoscience—was assigned to one of the classes later in the fall term. According to Ms. Mino, Principal Freedman assured her she would receive double compensation for her additional duties in the class on top of receiving 40% in additional salary for teaching two classes beyond her regular contractual load. No such double compensation was paid, and Ms. Mino says she now understands she could have filed a grievance over the issue but did not at the time.

Instead, she recalled, she sent an email about the issue, to which Ms. Grodner responded that the District did not pay a teacher extra for fulfilling the roles of both general content teacher and special education teacher for the same teaching period. Ms. Mino next claimed she thought she had no authority to enter grades for students for the class in question because she was not on the schedule to teach that class and was not the lead teacher, only the special education teacher. Consequently, she said, she removed grades she had entered. That occurred on November 20, 2023, and she contended that she told Ms. Grodner she had done so.

Continuing her testimony, Ms. Mino related that at home that evening she discovered the deleted grades were back in the system. Convinced she had not deleted them properly the first time, she deleted them again and then emptied the system's "trash" can.

After a paid day off on November 21, 2023, she said she reported to work on November 23 and was summoned to Principal Freeman's office. Told the grades had been restored by the School after her first deletion, she asserted her willingness to restore the second deletion but was put on leave and left the building. She ended her testimony by stating she wished to return to the District and that she loved the students and teaching them.

In cross-examination testimony, Ms. Mino said that special education teacher in a classroom with a regular teacher normally does not enter grades and if she were not authorized to do so, she was not going to enter grades. She then stated that she deleted access for both her co-teacher and Ms. Grodner because she was concerned the grades would be re-entered.

Ms. Mino's only other witness, **Sheniqua Griffith**, testified that she was Ms. Mino's Union representative at her disciplinary conference on November 22, 2023. She said she did not hear Ms. Mino make any statements other than "yes" or "no" to questions she was asked and an offer to restore the missing grades.

Arguments of the District:

The District states that the charges against Ms. Mino are supported by a preponderance of credible evidence. Pertaining to the first charge—that Ms. Mino was guilty of conduct unbecoming a teacher in contravention of NJSA 18A:6-10 and insubordination by acting to subvert the District's ability to recover the grades she deleted—the District agrees the "unbecoming" standard is "elastic." However, it argues "unbecoming conduct" includes any conduct that adversely affects government services, *Karins v. City of Atl. City*, 152 NJ 532 (1998), as well as behavior that violates implicit standards.. *Hartmann v. Police Dep't. of Ridgewood*, 258 NJ Super 32 (A.D. 1992); *In re Tenure Hearing of Grossman*, 127 NJ Super 13 (A.D. 1974), *cert. den.*, 64 NJ 292 (1974).

According to the District, uncontested facts in this case support a finding of unbecoming conduct. They include Ms. Mino's unilateral decision to quit teaching the two sections in question as well as her deletion of records and impeding the restoration of them and her ultimate

deletion of them without possibility of recovery. Additionally, the District faults her conduct at the November 22 meeting where, it asserts, she used vulgar language in an *ad hominem* attack on Ms. Grodner.³

Further, the District maintains that the facts support a finding that Ms. Mino effectively resigned from at least part of her job when she quit the two classes without providing the 60-day notice required for teachers in New Jersey public schools, NJSA 18 A:28-8, and a District policy, requiring that any resignation be submitted to the Board through the District's Superintendent.

The District's final substantive argument is that Ms. Mino neglected her duties by twice deleting student records without assuring that the recording of grades would not be affected. As the District argues, "neglect" means some failure to adhere to acceptable standards of duty. *Matter of Kerlin*, 151 N.J. super. 179 (A.D. 1977); *Wytupeck v. Camden*, 25 NJ 450 (1957). Reasoning from the reverse, the District contends that such conduct had not previously nor afterwards occurred in the District, thus reinforcing the standard of required duty as to both her overall work and her duty to maintain grade records.

From the foregoing, the District holds that dismissal is the appropriate penalty under four factors the New Jersey Supreme Court has deemed applicable in tenure dismissal cases: (1) the nature and seriousness of the accused's action; (2) the impact on the teacher's future career; (3) extenuating and aggravating circumstances; and, (4) the harm caused by the teacher's acts or omissions.

The District contends that even a single act may prove unfitness for teaching, *Redcay v. State Bd. of Educ.*, 130 NJL 369 (Sup. Ct. 1943) because teachers are held to a high standard. *State Bd. of Exam'rs v. Charlton*, 96 NJAR 2d (EDE) 21; *In re Tenure of Sammons*, 1972 SLD 302. Further, the District points out that tribunals have held that intent to abandon a position without authorization is worthy of termination *Cf. In re Gillespie*, OAL Dkt. No EDU 20524-15, EDU-9195-11, 2016 WL 2593712; *Kasony v. Bd. of Educ. of Lawrence Twp. Sch. Dist.*, OAL Dkt. No. EDU 2680-99, 1999 WL 09254 (N.J. Adm. June 8, 1999).

³ Mr. Freeman testified that Ms. Mino asked if she were being placed on leave on November 22, 2023 because Ms. Groder was "not doing her f--king job."

Arguments of Ms. Mino:

Ms. Mino concurs with the standard for removing tenure but denies there is any “documented” proof that would convince the undersigned she was guilty of insubordination, unbecoming conduct, or abandonment/neglect of duty as the District charges.

She then argues that an “unbecoming conduct” charge can only justify dismissal if there is a preponderance of evidence that a tenured teacher’s behavior is so bad it cannot be corrected with warnings or progressive discipline and/or a showing of inability to carry out his or her teaching duties. Even if so proven, Ms. Mino argues, discharge can only rest on a finding that warnings and similar progressive disciplinary measures are an insufficient response.

Petitioner Mino argues that her deletion of records was not something for which she should be dismissed. Rather, she argues her deletions—which were only of records underlying grades and no grades themselves as the District claimed—was relatively *de minimus* conduct which did not justify the District’s response. By way of support, Ms. Mino notes the lack of evidence that any parent or student raised a challenge to grades. At most, she points out,; there was an uncorroborated claim by Principal Freeman that a student complained he or she could not question the validity of a grade.

Ms. Mino also challenges the District’s testimony that at the November 22, 2023 hearing she used vulgar language toward Ms. Grodner.

Contending there is insufficient evidence—let alone a preponderance—that she exhibited “unbecoming conduct,” Ms. Mino says that charge should be dropped.

Ms. Minot also denies she ever voluntarily abandoned her job. In fact, she points out that she only announced she would no longer teach the classes in question and that there is no proof she actually stopped that activity. Instead, she argues, she was prevented from continuing to mentor the classes in question because the District dismissed her from all her duties, effectively through her November 22 suspension followed by her official notice of termination on November 27, 2023.

The same arguments apply, she says, to the District’s reliance on N.J.S.A. 18A: 29-4 which she says was oddly used to support her termination despite its procedural mandate for the commissioner of education to direct the withholding of salary from any teacher who neglects or refuses to perform any duty imposed until the commissioner declares the teacher has performed

the duty. Ms. Mino points out that the statute has generally been applied in collective bargaining disputes. In any event, it does not apply to this case because the District blocked her resumption of duties, she contends, and the District's third charge—a repeat of the allegation Ms. Mino refused to perform her duties—should be dismissed.

Opinion:

It is challenging to decide whether this case should be viewed more with sadness or amazement.

Ms. Minot was a ten-year employee of the District in November 2023. Not only is there no evidence of poor performance prior to that time, it turns out she was educated in the District and attended the very high school from which she was dismissed. The record shows she was disaffected by having to teach one of the geoscience classes with another teacher with whom she had differences and by the District's refusal to compensate her twice for each of the geoscience classes because of her dual certification. That claim was based on the fact both special education and science certification were required in each class. However, the District had never made such dual payments in the past.

Ms. Mino's response is baffling. Rather than attempt some accommodation regarding the other teacher or file a grievance with her union over her pay demand, she simply declared her intention to stop teaching both classes—a move that would invalidate instruction in the class she shared with the other teacher and at least interrupt instruction in the class she taught alone. But in addition, before the District had time to respond to her announcement, Ms. Mino took things a step further. She eliminated records pertinent to student grades for the first semester mid-term marking period. Then, when the District recovered the records, she eliminated them again, this time such that they could not be recovered.

Assuming she did not stop teaching the classes and her behavior ended with the announcement of future repudiation of the classes, the District would not have cause to remove her on either unbecoming or abandonment charges in my view. The same is true to a lesser degree as to her first deletion of records because the records were recoverable at that point. A charge of “unbecoming conduct” could be sustained, but the penalty of removal would surely be deemed too severe. But Ms. Mino's misconduct did not stop there. Rather, after the records she

deleted were recovered, she removed them again, this time in such a way they could not be retrieved. Both the first and second deletions amount to “conduct unbecoming” yet the first act alone would not, in my judgment, merited dismissal since the records could be restored. As in the case of the announced intention to stop teaching the classes, a lesser penalty would be appropriate. However, the second, irretrievable deletion, cannot justify any mitigation of penalty. Assessments of student progress and maintaining a record of such is second only to instruction in the hierarchy of teacher responsibilities. No district can be expected to retain a teacher who deliberately sabotages that effort, no matter how long her prior tenure and how otherwise spotless her record. Simply put, the second deletion constituted not only unbecoming conduct but a constructive abandonment of Ms. Mino’s position. Her astonishing actions sadly require her dismissal, and her appeal through this arbitration is denied.

Award:

Respondent’s appeal is denied.

July 7, 2026
Date

Ralph H. Colflesh, Jr., Esq. (digital signature)
Ralph H. Colflesh, Jr., Esq./Arbitrator