

**New Jersey Commissioner of Education**

**Final Decision**

Robin Scheffler,

Petitioner,

v.

Board of Trustees of the Sussex County  
Charter School for Technology, Sussex County,

Respondent.

**Synopsis**

Petitioner – formerly employed by the respondent Board as a non-tenured teacher – filed an appeal on September 11, 2020 in which she challenged the non-renewal of her employment and alleged violation of tenure rights. The Board contended that petitioner’s appeal was untimely and should be dismissed pursuant to *N.J.A.C. 6A:3-1.3*; alternatively, the Board argued that petitioner never attained tenure. Petitioner asserted that her appeal is not untimely because her claim was not ripe until the end of the school year, on June 23, 2020, and argued that she was entitled to streamline tenure. The parties filed cross motions for summary decision.

The ALJ found, *inter alia*, that: there are no material facts at issue in this case, and the matter is ripe for summary decision; petitioner became employed by the Board as a teacher on September 1, 2015 and remained employed under annual employment contracts through the 2019-2020 school year; in March 2020, petitioner was verbally advised by the superintendent that she would not be recommended for renewal for the 2020-2021 school year; on May 12, 2020, petitioner was served with a written notice of non-renewal; petitioner continued teaching through the end of the 2019-2020 school year; pursuant to *N.J.A.C. 6A:3-1.3(i)*, a petition must be filed no later than the 90th day from the date of receipt of the notice of a final order or action that is the subject of the appeal; there is no dispute that petitioner was verbally notified in March 2020 that she would not be offered a contract for 2020–2021, nor that petitioner was served with a written notice of non-renewal on May 12, 2020, which clearly stated that her employment would not be renewed. The ALJ concluded that petitioner received adequate notice on May 12, 2020 that she was not being offered a contract for the 2020–2021 school year; the fact that the notice of non-renewal came during her fifth year is immaterial, as her status upon receipt of the notice was still that of a non-tenured teacher; and petitioner did not timely file her appeal. Accordingly, the ALJ granted the Board’s motion for summary decision and dismissed the petition.

Upon comprehensive review of the record, the Commissioner concurred with the ALJ that the petition of appeal was untimely and that summary decision is appropriate. In so deciding, the Commissioner noted that the Appellate Division’s decision in *Nissman v. Bd. of Educ. of Twp. of Long Beach Island, Ocean Cty.*, 272 N.J. Super. 373 (1994) is controlling. In that case, the court rejected the same argument petitioner made here, that her appeal could not be filed earlier because she did not acquire tenure until the completion of the required years of service; the court in *Nissman* ruled that the 90-day limitations period begins to run on the date of the board’s action, not on the date when a petitioner claims that a substantive right accrued. Accordingly, the Initial Decision of the OAL was adopted as the final decision in this matter, and the petition was dismissed.

<p>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.</p>
---

186-21

OAL Dkt. No. EDU 09785-20

Agency Dkt. No. 200-9/20

## New Jersey Commissioner of Education

### Final Decision

Robin Scheffler,

Petitioner,

v.

Board of Trustees of the Sussex County  
Charter School for Technology, Sussex County,

Respondent.

The record of this matter, the Initial Decision of the Office of Administrative Law (OAL), the exceptions filed by petitioner pursuant to *N.J.A.C.* 1:1-18.4, and the Board's reply thereto, have been reviewed and considered.

Petitioner was employed by the Board as a teacher beginning in the 2015-2016 school year. On May 12, 2020, petitioner was served with a written notice of non-renewal. On September 11, 2020, petitioner filed a petition of appeal, arguing that the Board had violated her tenure rights. Following cross-motions for summary decision, the ALJ granted the Board's motion for summary decision, finding that the petition of appeal was untimely pursuant to *N.J.A.C.* 6A:3-1.3(i), because it was filed more than 90 days after petitioner was served with the notice of non-renewal.

In her exceptions, petitioner argues that she earned tenure after five years of employment, on the last day of the 2019-2020 school year, pursuant to *N.J.A.C.* 6A:11-6.2(a). Petitioner contends that her claim did not accrue and was not ripe for review until she earned tenure

on that date, and that her petition of appeal was timely because it was filed within 90 days of that date. Petitioner claims that tenure is obtained by operation of law at the completion of the statutory period and that a non-renewal notice cannot circumvent that law.

In reply, the Board argues that the ALJ correctly determined that the petition of appeal was untimely. According to the Board, the ALJ was not required to address the question of whether petitioner earned tenure because the petition was untimely. Furthermore, the Board contends that petitioner did not earn tenure on the last day of the school year, because the statute provides that tenure is earned “after” five years of employment, meaning that the teacher must be reemployed following the completion of five years of service.

Upon a comprehensive review of the record, the Commissioner concurs with the ALJ that the petition of appeal was untimely. The Appellate Division’s decision in *Nissman v. Bd. of Educ. of Twp. of Long Beach Island, Ocean Cty.*, 272 N.J. Super. 373 (1994) is controlling.<sup>1</sup> In that matter, the board of education voted in April not to renew Nissman’s contract. Nissman continued to work through the expiration of the contract on August 31, at which time she had been employed in the position for three years, the applicable time period required for her to earn tenure. Thereafter, she filed a petition of appeal alleging violation of her tenure rights. The board argued that Nissman’s petition was untimely because it was filed more than 90 days after she had received the April notice that her contract would not be renewed; she countered that her cause of action did not accrue until she completed three years of work on August 31. The ALJ and the Commissioner agreed with Nissman, finding that by failing to terminate the contract before the three years expired, the tenure statute applied by self-

---

<sup>1</sup> The decisions cited by petitioner for the proposition that her claim was not ripe until the end of the school year involve differing factual scenarios, while the facts in *Nissman* are substantially similar to the facts here. Furthermore, the cases cited by petitioner are Initial or Commissioner decisions, not appellate decisions. Therefore, petitioner’s reliance on those cases over the on-point holding by the Appellate Division in *Nissman* is not persuasive.

effectuation, and Nissman’s claim was not time-barred because she challenged the denial of her tenured status and not the non-renewal. The State Board of Education<sup>2</sup> disagreed and reversed the Commissioner’s decision, concluding that the only action by the board of education was the termination of her employment in April and the fact that the termination became effective on August 31 did not change the date on which the action was taken, constitute board action, or give rise to a separate cause of action. The Appellate Division affirmed the State Board of Education’s decision, finding that it was not arbitrary, capricious, or unreasonable. *Id.* at 379. The court found that Nissman knew in April that she was not going to be offered a new contract, would be required to serve out the remaining time on her existing contract, and would complete three years of service, and that, nonetheless, the board had voted not to grant her tenure. *Ibid.* The court found that it was not necessary to decide whether the board had acted correctly in not renewing the contract, indicating that what was important was that the board had the right to know within 90 days of passing its resolution whether its action was going to be challenged. *Id.* at 380.

While petitioner argues that the *Nissman* decision did not address ripeness, the Commissioner does not find this argument persuasive. Nissman argued that her claim could not have been filed earlier because she did not acquire tenure until the completion of the required years of service – the same argument that petitioner makes here. The court rejected that argument, stating that the 90-day limitations period begins to run on the date of the board’s action, not on the date when a petitioner claims that a substantive right accrued. *Id.* at 381. Moreover, the court found that an “agency regulation that focuses on the date of the employer’s wrongful act as the accrual date for the cause of action, rather than the date on which the

---

<sup>2</sup> At that time, appeals of Commissioner decisions were made to the State Board of Education before proceeding to the Appellate Division.

consequences of the act is directly felt by the employee (termination), is not inherently arbitrary or capricious.” *Ibid.* While the court did not use the term “ripeness,” it specifically indicated that Nissman could have filed her petition within 90 days of receiving her notice of non-renewal, prior to the date on which she would complete the service required for tenure. *Ibid.* This finding directly contradicts petitioner’s ripeness argument, which is based on the premise that she could not have filed the petition until she completed the required service.

Like Nissman, petitioner characterizes her appeal as arising not from the Board’s action of non-renewing her contract, but from the denial of her alleged tenure status. Applying the *Nissman* holding, it is clear that petitioner was required to file her petition on or before August 10, 2020, 90 days after she received notice of her non-renewal. She did not file her petition of appeal until September 11, 2020, more than a month later. Therefore, her petition was untimely pursuant to *N.J.A.C.* 6A:3-1.3(i).<sup>3</sup>

Accordingly, the Initial Decision of the OAL is adopted as the final decision in this matter. The Board’s motion for summary decision is granted and the petition of appeal is hereby dismissed.

IT IS SO ORDERED.<sup>4</sup>

  
ACTING COMMISSIONER OF EDUCATION

Date of Decision: September 3, 2021  
Date of Mailing: September 10, 2021

---

<sup>3</sup> For this reason, the Commissioner does not reach the issues of whether petitioner earned tenure or whether the Board’s notice of non-renewal could prevent any tenure rights from vesting.

<sup>4</sup> 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**

**SUMMARY DECISION**

OAL DKT. NO. EDU 09785-20

AGENCY DKT. NO. 200-9/20

**ROBIN SCHEFFLER,**

Petitioner,

v.

**BOARD OF TRUSTEES OF THE  
SUSSEX COUNTY CHARTER SCHOOL  
FOR TECHNOLOGY, SUSSEX COUNTY,**

Respondent.

---

**Gail Oxfeld Kanef**, Esq., for petitioner (Oxfeld Cohen, P.C., attorneys)

**Patricia C. Melia**, Esq., for respondent (Weiner Law Group, LLP, attorneys)

Record Closed: April 2, 2021

Decided: July 20, 2021

BEFORE **KELLY J. KIRK**, ALJ:

**STATEMENT OF THE CASE**

Petitioner Robin Scheffler, a teacher, appeals the non-renewal of her employment by respondent, the Board of Trustees of the Sussex County Charter School for Technology, Sussex County (Board or SCCST), alleging violation of tenure rights.

## **PROCEDURAL HISTORY**

On or about September 11, 2020, Scheffler filed a Petition of Appeal (Petition) with the Interim Commissioner of Education. On or about September 29, 2020, the Board filed Respondent's Answer to Petition of Appeal and Separate Defenses (Answer). The Office of Controversies and Disputes of the Department of Education (Department) transmitted the contested case to the Office of Administrative Law (OAL), where it was filed on October 6, 2020.

On January 27, 2021, with the intention of filing cross-motions for summary decision, the parties submitted a joint Stipulation of Facts with nine exhibits. On March 12, 2021, petitioner and respondent filed cross-motions for summary decision. Petitioner's motion was accompanied by a brief. Respondent's motion was accompanied by a letter brief and Certification of Patricia Melia, Esq., with two exhibits. On April 1, 2021, petitioner filed a reply letter brief. On April 2, 2021, respondent filed a reply brief.

## **FACTUAL DISCUSSION AND FINDINGS**

Per the Joint Stipulation of Facts, the parties have stipulated to the following pertinent **FACTS**:

On or about September 1, 2015, Robin Scheffler (petitioner) became employed by the Sussex County Charter School for Technology (respondent) as a teacher.

Petitioner worked for respondent as a teacher from September 1, 2015, until the last day of school in June 2016.

On or about December 1, 2016, petitioner and respondent entered into an employment contract for the 2016–2017 academic year. (Joint Exhibit A.)

Petitioner worked for respondent for the 2016–2017 academic year as a teacher.

On or about April 10, 2017, petitioner and respondent entered into an employment contract for the 2017–2018 academic year. (Joint Exhibit B.)

Petitioner worked for respondent for the 2017–2018 academic year as a teacher.

On or about May 7, 2018, petitioner and respondent entered into an employment contract for the 2018–2019 academic year. (Joint Exhibit C.)

Petitioner worked for respondent for the 2018–2019 academic year as a teacher.

On or about April 8, 2019, petitioner and respondent entered into an employment contract for the 2019–2020 academic year. (Joint Exhibit D.)

Petitioner worked for respondent for the 2019–2020 academic year.

The last day of school for the 2019–2020 school year was June 16, 2020.

In or about March 2020, petitioner met with superintendent Noreen Lazariuk (superintendent), at which time petitioner was verbally advised that the superintendent would not be recommending that her employment be renewed for the 2020–2021 academic year.

On or about May 12, 2020, petitioner was served with a written Notice of Non-Renewal by way of email and certified mail, return receipt requested. (Joint Exhibit E.)

Petitioner did not request a statement of reasons.

Petitioner did not request a Donaldson hearing.

On April 6, 2020, the Board voted on a list of employees approved for reappointment for the 2020–2021 academic year. Petitioner's name was not included in the Board's list of reappointments for the 2020–2021 school year. (Joint Exhibit F.)



On or about August 13, 2020, New Jersey Education Association field representative John Ropars (Ropars) requested from the Board specific information and documentation relating to petitioner's employment and non-renewal. (Joint Exhibit G.)

On or about August 27, 2020, counsel for respondent answered Ropars' request for specific information. (Joint Exhibit H.)

On September 1, 2020, counsel for respondent received correspondence (dated August 27, 2020) from petitioner's counsel. (Joint Exhibit I.)

Petitioner did not report for work for Teacher In-Service on September 1, 2020, and she did not report for work for the students' start of school on September 8, 2020.

On or about September 11, 2020, petitioner filed the instant appeal with the Commissioner of Education (the Commissioner).

### **LEGAL ANALYSIS AND CONCLUSIONS**

The Board argues that Scheffler's appeal is untimely and should be dismissed pursuant to N.J.A.C. 6A:3-1.3, and alternatively argues that Scheffler did not attain tenure. Conversely, Scheffler argues that her appeal is not untimely because her claim was not ripe until the end of the school year on June 23, 2020,<sup>1</sup> and argues that she was entitled to streamline tenure.

N.J.S.A. 18A:36A-1 to -18 is known as the "Charter School Program Act of 1995" (the Act), and pursuant to N.J.S.A. 18A:36A-18, the State Board of Education adopted rules and regulations pursuant to the "Administrative Procedure Act" necessary to effectuate the provisions of the Act, which are codified at N.J.A.C. 6A:11-1 et seq. A charter school is a public school operated under a charter granted by the Commissioner, which is operated independently of a local board of education and is managed, supervised, and controlled by a board of trustees. N.J.S.A. 18A:36A-3(a). Unless

---

<sup>1</sup> Per the Joint Statement of Facts, the last day of school was June 16, 2020.

exempted by the Commissioner, a charter school operates in accordance with its charter and the laws and regulations that govern other public schools. N.J.S.A. 18A:36A-11(a).

To initiate a contested case for the Commissioner's determination of a controversy or dispute arising under the school laws, a petitioner must prepare a petition of appeal conforming to the requirements of N.J.A.C. 6A:3-1.4 and serve it upon each respondent, together with any supporting papers. N.J.A.C. 6A:3-1.3(a). N.J.A.C. 6A:3-1.3(i) provides as follows:

The petitioner shall file a petition no later than the 90th day from the date of receipt of the notice of a final order, ruling, or other action by the district board of education, individual party, or agency, that is the subject of the requested contested case hearing. This rule shall not apply in instances where a specific statute, regulation, or court order provides for a period of limitation shorter than 90 days for the filing of a particular type of appeal.

On or before May 15 in each year, each non-tenured teaching staff member continuously employed by a board of education since the preceding September 30 shall receive either a written offer of a contract for employment from the board of education for the next succeeding year or a written notice from the chief school administrator that such employment will not be offered. N.J.S.A. 18A:27-10. An employee whose employment contract is not renewed has the right to a written statement of reasons for non-renewal and to an informal appearance before the board. N.J.S.A. 18A:27-4.1(b); see also N.J.S.A. 18A:27-3.2. The purpose of the appearance shall be to permit the staff member to convince the members of the board to offer reemployment. Ibid.

There is no dispute that in March 2020 Scheffler was verbally notified by Superintendent Lazariuk that she would not be offered a contract for 2020–2021, or that on April 6, 2020, the Board voted on the list of teacher contracts for the 2020–2021 school year, and Scheffler's name was not on the list. Further, there is no dispute that Scheffler was served with a written Notice of Non-Renewal by way of email and certified mail, return receipt requested. The May 12, 2020, Notice of Non-Renewal states:

Please be advised that you will not be offered reemployment for the 2020–2021 school-year. Please be advised that you have a right to request a statement of reasons for your nonrenewal within fifteen (15) days of your receipt of this notice, as well as the right to an informal appearance before the Board for the purpose of trying to convince the Board to offer you reemployment. If you are inclined to request a statement of reasons or an informal appearance before the Board, please communicate your request in writing to me at the above address.

Accordingly, Scheffler had notice sufficient to trigger the ninety-day time period. Ninety days from May 12, 2020, would have been August 10, 2020, but Scheffler did not file her appeal until September 11, 2020, a full month late.

Petitioner argues that Scheffler “had no reason to know that SCCST would continue to employ her until she earned tenure, or release her from employment early so that she did not earn tenure”; that SCCST “could have reconsidered its decision or opted to terminate Scheffler, thus depriving her of her tenure rights”; and that “[i]f SCCST had terminated her any time before that and issued a termination date before the last day of school, there would have been no wrongful act as to her tenure rights, notwithstanding any wrongful act as to the notice of termination.” Petitioner further argues that her “claim only became ripe and subject to a petition once the school year had ended and the Board failed to recognize Scheffler’s entitlement to tenure.” However, the applicable statute references “receipt of the notice of a final order, ruling, or other action by the district board of education,” and does not specify the end of the school year as an operative date.

Scheffler could have requested a statement of reasons for the non-renewal after receipt of the non-renewal notice, but she did not do so. Scheffler likewise could have appeared before the Board to try to convince the Board to offer her reemployment, at which time she could have presented her argument that unless terminated she would acquire tenure at the end of the school year, but she did not do so. Further, if petitioner did not wish to alert the Board to her argument until after the last day of the school year, she still could have filed her petition after the end of the school year, but still within ninety days of the non-renewal notice, but she did not do so.

The Board argues that Scheffler “initially “challenged” her non-renewal on or about July 30, 2020, when she contacted counsel for the Board complaining that the Board had breached her employment contract for the 2019–2020 school year by terminating her employment “without 60-days’ notice,” and that “[f]or the first time, on August 27, 2020 (107 days after petitioner was provided written notice of her non-renewal), through correspondence written by her counsel, petitioner began asserting that she had received tenure as a teaching staff member,” which correspondence was received by the Board on September 1, 2020.

In Kaprow v. Board of Education, 131 N.J. 572, 583 (1993), the New Jersey Supreme Court discussed the ninety-day limitation period and determined that such period “represents a *reasonable* procedural requirement,” provides “finality in education matters,” and has withstood tangential review. Additionally, the Court opined:

Adequate notice must be sufficient to inform an individual of some fact that he or she has a right to know and that the communicating party has a duty to communicate. Moreover, adequate notice under the regulation must be sufficient to further the purpose of the ninety-day limitations period. A limitations period has two purposes. The first is to stimulate litigants to pursue a right of action within a reasonable time so that the opposing party may have a fair opportunity to defend, thus preventing the litigation of stale claims. The second purpose is “to penalize dilatoriness and serve as a measure of repose” by giving security and stability to human affairs.

[Kaprow, 131 N.J. at 587 (citations omitted).]

Kaprow attempted to resolve his claim through negotiations with the Board. However, the Supreme Court found that such attempt did not negate that he had received adequate notice on a date certain, nor did it toll the running of the limitations period. In the present matter, Scheffler contends that the matter was “not ripe for adjudication” until the last day of the school year because that was when she acquired streamline tenure. However, she received adequate notice on May 12, 2020, that she was not being offered a contract for the 2020–2021 school year, and her attempts to resolve her dispute did not toll the running of the ninety-day limitations period within which she was permitted to file a petition. Had Scheffler been issued the exact same notice of non-renewal in a prior

year, there is no question that the operative date to file a petition would have been the date of her receipt of the notice of non-renewal. The fact that the notice of non-renewal was during her fifth year does not change that, as her status upon receipt of the notice was still that of a non-tenured teacher and she did not timely appeal.

On point is Nissman v. Board of Education of Long Beach Island, Ocean County, 272 N.J. Super. 373 (App. Div.), certif. denied, 137 N.J. 315 (1994), wherein Nissman entered into a contract with a local board to serve as an elementary-school principal for a term of three years. In March and April of the third year of her contract, meetings were held by the board with Nissman and her attorney for the purpose of determining whether Nissman would be offered a contract for the subsequent year. Nissman conceded that she was not tenured in her position as principal at the time of the meetings. In compliance with N.J.S.A. 18A:27-10,<sup>2</sup> the board adopted a resolution on April 23 resolving that Nissman's employment contract expiring August 31 would not be renewed, and she would not be offered a new contract or granted tenure. Nissman received the resolution on or about April 27 and continued working until August 31. On August 31, Nissman's attorney faxed correspondence to the board, stating, inter alia, that Nissman had "served in the position for three consecutive calendar years, she has acquired tenure"; "asserts her right to the position of principal"; and "will report to the principal's office on . . . September 4 . . . to resume her duties." 272 N.J. Super. at 375. In response, the board faxed correspondence to Nissman's attorney stating, inter alia, that Nissman "does not have tenure"; "the Board took formal action at its meeting on April 23"; and that she was "duly notified of this action" and "should not report to work." On September 21, Nissman filed a petition alleging that she acquired tenure on August 31, and that her employment was terminated on September 4.

In Nissman, the court determined that it was not necessary to decide whether the board acted correctly, and that what was important was that "the Local Board had the right to know within 90 days whether its action was going to be challenged" because it would undoubtedly have to contract with another principal to replace Nissman. Id. at 380. The court inferred that "April 30" was selected by the Legislature to provide "sufficient time

---

<sup>2</sup> At that time, the date in the statute was "on or before April 30," not "on or before May 15."

for a local board to fill vacant positions, and for the terminated teaching staff member to secure other employment,” and, citing Kaprow, stated, “[t]o allow a teaching staff member . . . to file a claim after the commencement of a new academic year in these circumstances defeats the principle of ‘repose, an essential element in the proper and efficient administration of the school laws.’” Ibid.

Although petitioner argues that “the court in Nissman did not address the ripeness doctrine and how it related to Nissman’s claim for tenure,” the court in fact rejected Nissman’s argument that her petition could not have been filed earlier because she did not acquire tenure until August 31, and specifically stated that such argument “ignores the Rule’s provision that the 90 days begin on the date on which the final action of the Local Board took place . . . not the date on which petitioner claims that a substantive right accrued.” Id. at 381.

#### Summary Decision

Pursuant to N.J.A.C. 1:1-12.5(b), summary decision “may be rendered if the papers and discovery which have been filed, together with the affidavits, if any, show that there is no genuine issue as to any material fact challenged and that the moving party is entitled to prevail as a matter of law.” Further, “[w]hen a motion for summary decision is made and supported, an adverse party in order to prevail must by responding affidavit set forth specific facts showing that there is a genuine issue which can only be determined in an evidentiary proceeding.” Ibid. This standard is substantially similar to that governing a civil motion under R. 4:46-2 for summary judgment. E.S. v. Div. of Med. Assistance & Health Servs., 412 N.J. Super. 340, 350 (App. Div. 2010); Contini v. Bd. of Educ. of Newark, 286 N.J. Super. 106, 121 (App. Div. 1995).

In Brill v. Guardian Life Insurance Co., 142 N.J. 520, 540 (1995), the New Jersey Supreme Court set forth the standard governing a motion for summary judgment:

[A] determination whether there exists a “genuine issue” of material fact that precludes summary judgment requires the motion judge to consider whether the competent evidential materials presented, when viewed in the light most favorable to

the non-moving party, are sufficient to permit a rational factfinder to resolve the alleged disputed issue in favor of the non-moving party. The “judge’s function is not . . . to weigh the evidence and determine the truth of the matter but to determine whether there is a genuine issue for trial.”

[Citation omitted.]

The parties cross-moved for summary decision. Inasmuch as there is no genuine issue as to any material fact challenged, I **CONCLUDE** that this matter is appropriate for summary decision. On May 12, 2020, Scheffler received adequate notice that her contract would not be renewed, but she failed to file a petition until September 11, 2020, a month after the applicable ninety-day limitations period had expired. Accordingly, I **CONCLUDE** that Scheffler’s Petition of Appeal was untimely filed and should be dismissed. As such, the alternative issue of tenure is not addressed herein.

### **ORDER**

It is hereby **ORDERED** that summary decision is **GRANTED** in favor of the Board, and that Scheffler’s Petition of Appeal is **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 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.



July 20, 2021

\_\_\_\_\_  
DATE

\_\_\_\_\_  
**KELLY J. KIRK, ALJ**

Date Received at Agency:

July 20, 2021

Date Mailed to Parties:

July 20, 2021

db