

members) awarding Sodexo the food service contract for the 2007-08 school year was legal and proper. The Commissioner further concurs with the ALJ – for the reasons clearly presented in his decision – that this vote was neither arbitrary, capricious and/or unreasonable, nor was it the result of fraud or mistake.

Finally, it is noted that Sodexo, in its exceptions, again renews its request for legal fees. In this regard, the Commissioner is compelled to clarify that it is long established that, notwithstanding that the Commissioner of Education “has fundamental and indispensable jurisdiction over all disputes and controversies arising under the school laws[,] *N.J.S.A. 18A:6-9*,” (*Hinfey v. Matawan Regional Board of Education*, 77 *N.J.* 514, 525 (1978)), she does not have plenary authority to award counsel fees to a successful complainant in an education controversy. (*See Balsley v. North Hunterdon Regional High School*, 117 *N.J.* 434, 442-43 (1990); also see *State, Department of Environmental Protection v. Ventron Corp.*, 94 *N.J.* 473 (1983)) As such, the relief sought cannot be granted as a matter of law, as an award of attorney fees or costs of suit is not within the Commissioner’s scope of authority.

Accordingly, the Initial Decision of the OAL is adopted for the reasons detailed therein and the instant petition of appeal is hereby dismissed.

IT IS SO ORDERED.*

COMMISSIONER OF EDUCATION

Date of Decision: December 7, 2007

Date of Mailing: December 7, 2007

* This decision may be appealed to the State Board of Education pursuant to *N.J.S.A. 18A:6-27 et seq.* and *N.J.A.C 6A:4-1.1 et seq.*