

New Jersey Commissioner of Education

Decision

Jamie Sterlacci,

Petitioner,

v.

Board of Education of the Township of
Woodbridge, Middlesex County,

Respondent.

Synopsis

Petitioner – a tenured teacher – filed a petition of appeal in 2018 seeking an order that the Board did not have reasonable suspicion to require her to undergo drug testing, despite the fact that she had exhibited signs of use; she further requested that the drug testing agency refuse to provide the results of the screening to the Board. Subsequently, the parties reached an agreement, titled a “Last Chance Agreement” (LCA), to fully resolve the matter in lieu of proceeding with litigation and the ultimate filing of tenure charges by the Board. In June 2019, however, the Board terminated petitioner’s employment – without following the process required under the Tenure Employees Hearing Law (TEHL), *N.J.S.A. 18A:6-10 et seq.* – after it alleged that she failed a drug test. Petitioner filed the within appeal, claiming that she was terminated in violation of her tenure rights under TEHL. The Board filed a motion to dismiss and a motion to seal the record; petitioner filed a motion for summary decision.

The ALJ found, *inter alia*, that: this matter arises under the school laws because petitioner alleged in her petition that the Board fired her in violation of her rights under the TEHL; the LCA is a contract between the Board and petitioner, an interpretation of the LCA is not the primary issue herein; the TEHL and *N.J.A.C. 6A:3-5.1 to 5.7* set forth specific procedural steps that must be followed before a tenured teacher may be dismissed; the LCA did not provide for petitioner’s termination without resort and adherence to the procedural requirements of the TEHL; as such, the Board improperly fired petitioner and violated her tenure rights under the TEHL. The ALJ denied the Board’s motion to dismiss, granted the petitioner’s motion for summary decision, and granted, in part, the Board’s request to seal the record. The ALJ concluded that petitioner is entitled to return to the Board’s employ in a teaching position for which she is qualified, and is further entitled to back pay, less mitigation, and the benefits and emoluments she would have received had the Board not improperly fired her on June 13, 2019.

Upon review, the Commissioner concurred with the findings and conclusions of the ALJ, for the reasons thoroughly expressed in the Initial Decision. Accordingly, the Initial Decision of the OAL was adopted as the final decision in this matter. Petitioner is entitled to return to a teaching position with the Board, as set forth in the Initial Decision.

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.

December 3, 2019

New Jersey Commissioner of Education
Final Decision

Jamie Sterlacci,

Petitioner,

v.

Board of Education of the Township of
Woodbridge, Middlesex County,

Respondent.

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

By way of background, on June 6, 2018, the Board ordered petitioner – a tenured teacher – to undergo a drug test; petitioner complied with the order, but refused to permit the testing agency to release the results to the Board. Thereafter, the petitioner filed a petition challenging the Board's authority to require a drug test, and the Board filed a petition to compel petitioner to release the results. While the matters were pending before the Commissioner, petitioner and the Board entered into a Last Chance Agreement (LCA) on November 28, 2018. Under the LCA, the petitioner agreed to submit to random alcohol and drug testing in exchange for her return to work and in lieu of the Board taking more serious action, including the filing of tenure charges against her. The LCA also stated that if petitioner was under the influence of

¹ The Board's supplemental exceptions and petitioner's sur-reply were not considered by the Commissioner because such filings are not permitted by *N.J.A.C. 1:1-18.4*.

drugs or alcohol on Board property, it “would constitute ‘just cause,’ *per se*, for the termination of her tenured employment with the Board.” (LCA at ¶6).

On June 13, 2019, the Board terminated petitioner after it alleges that she failed a drug test. Petitioner filed a petition before the Commissioner, claiming that she was terminated from her employment with the Board in violation of her tenure rights under the Tenure Employees Hearing Law (TEHL), *N.J.S.A.* 18A:6-10 *et seq.* The Administrative Law Judge (ALJ) agreed with petitioner, finding that the Board improperly terminated her from her position without certifying tenure charges.² The ALJ noted that the terms of the LCA deprived petitioner of her tenure protections, as it did not indicate that petitioner was waiving or relinquishing her tenure rights. The ALJ further explained that the LCA did not force petitioner to resign from her position upon testing positive for drugs or alcohol. As such, the ALJ found that petitioner is entitled to return to her teaching position, along with back pay, benefits and emoluments.³

In its exceptions, the Board argues that the ALJ erred in failing to discuss the merits of the case – specifically by failing to include an interpretation of the LCA and the Board’s primary argument that the agreement equated to a voluntary relinquishment of petitioner’s employment. The Board maintains that common sense would indicate that it would not have entered into the LCA but for petitioner’s consent to waive her tenure rights if she tested positive again for alcohol or drugs. The Board would not have bargained for the right to file tenure charges if petitioner failed a drug test, as the Board already has the right to file tenure

² The Commissioner notes that the ALJ inadvertently stated that the State Board of Education certifies tenure charges to the Commissioner, when his statement should have indicated that this is the responsibility of district boards of education. *N.J.S.A.* 18A:6-11; *N.J.A.C.* 6A:3-5.1.

³ The ALJ also granted the Board’s motion to seal the record with respect to: (1) any of petitioner’s medical records that the Board provided with its motion to dismiss; and (2) the LCA, to the extent that it includes certain information deemed confidential under the school laws. The Commissioner agrees with the ALJ and orders that those records remain sealed.

charges. As such, the ALJ ignores that the basic principles of contract law require consideration in a valid contract, and the only consideration given to the Board in exchange for allowing petitioner to continue her employment is that it would be able to terminate petitioner without the filing of tenure charges.

In reply, petitioner contends that the ALJ correctly addressed the central issue in this matter – that petitioner did not waive her tenure rights under the TEHL by signing the LCA. Petitioner maintains that – while it was not necessary for the ALJ to reach this issue – a tenured teacher can relinquish a tenured position but cannot waive her tenure rights to a position that she still holds. Therefore, the petitioner contends that the Initial Decision should be adopted as the final decision.

Upon review, the Commissioner agrees with the ALJ that the Board improperly terminated petitioner without certifying tenure charges against her. Petitioner did not waive her tenure rights by virtue of the LCA. The LCA did not reference the TEHL and did not explicitly indicate that petitioner was agreeing to forfeit her tenure rights or resign from her position if she tested positive for drugs or alcohol. The Commissioner does not find the Board’s exceptions to be persuasive. The ALJ discussed the LCA to the extent necessary to determine that petitioner had not waived her tenure rights. The LCA indicated that petitioner’s presence on school property while under the influence of drugs or alcohol “would constitute ‘just cause,’ *per se*, for the termination of her tenured employment with the Board.” (LCA at ¶6). Such a statement does not provide the Board with the ability to bypass petitioner’s tenure rights, nor does it indicate that petitioner would be forced to resign from her position. Further, the LCA stated that it should remain in petitioner’s personnel file “and may be used as evidence of progressive discipline in any future proceedings against [petitioner] initiated by the Board or District

Administration.” (LCA at ¶7). Contrary to the Board’s argument, such a statement indicates that the Board had contemplated the need to initiate future proceedings against petitioner – such as the filing of tenure charges – if she tested positive for drugs or alcohol.

Accordingly, the Initial Decision of the OAL is adopted – for the reasons thoroughly expressed in the Initial Decision. Petitioner is entitled to return to a teaching position with the Board, with back pay, less mitigation, and the benefits and emoluments she would have received had the Board not improperly terminated her on June 13, 2019.

IT IS SO ORDERED.⁴

COMMISSIONER OF EDUCATION

Date of Decision: December 3, 2019
Date of Mailing: December 4, 2019

⁴ This decision may be appealed to the Appellate Division of the Superior Court pursuant to *P.L. 2008, c. 36 (N.J.S.A 18A:6-9.1)*.



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

INITIAL DECISION

SUMMARY DECISION

OAL DKT. NO. EDU 11503-19

AGENCY DKT. NO. 145-6/19

JAMIE STERLACCI,

Petitioner,

v.

**BOARD OF EDUCATION OF THE
TOWNSHIP OF WOODBRIDGE,**

Respondent.

Edward Cridge, Esquire, for petitioner (Mellk O'Neill, attorneys)

Ari Schneider, Jr., Esquire, for respondent (Busch Law Group, LLC)

Record closed: September 24, 2019

Decided: October 25, 2019

BEFORE **DEAN J. BUONO**, ALJ:

STATEMENT OF THE CASE AND PROCEDURAL HISTORY

In 2018, Jamie Sterlacci, (petitioner or Sterlacci), filed a petition of appeal with the Commissioner of the New Jersey Department of Education, seeking an order that the Board did not have reasonable suspicion to require her to undergo drug testing despite exhibiting signs of use. She requested that the testing agency refuse to provide the

results of the screening to the Board. The parties were able to reach an agreement to fully resolve the matter in lieu of proceeding with litigation of the petition and the ultimate filing of tenure charges by the Board. The agreement was titled a “Last Chance Agreement.” However, on June 13, 2019, the Board unilaterally and summarily terminated Ms. Sterlacci’s employment, without following the process required by the Tenure Employees Hearing Law. She again filed a petition of appeal with the Commissioner of the Department of Education appealing her termination by Woodbridge Board of Education (Board) as a violation of her rights under the Tenure Employees Hearing Law (TEHL), N.J.S.A. 18A:6-10 to -18.1. As part of this matter, the Board has filed a motion to dismiss in lieu of an answer to Sterlacci’s petition and a motion to seal the record, and Sterlacci has filed a motion for summary decision. It was subsequently transmitted to the Office of Administrative Law (OAL) on August 19, 2019.

The questions for me to decide are whether: 1. I should grant the Board’s motion to dismiss petitioner’s petition for failure to advance a cause of action; 2. whether, I should grant the Board’s motion to seal the record, which contains certain sensitive and/or confidential information pertaining to petitioner; and, 3. finally, whether I should grant petitioner’s motion for summary decision by finding that the Board violated her rights as a tenured teacher by firing her without following the requirements of the Tenure Employees Hearing Law, N.J.S.A. 18A:6-10 to -18.1.

FACTUAL DISCUSSION

The following facts are not in dispute and as such **I FIND AS FACT** that Sterlacci began her employment as a teacher for the Board in 2001. Schneider Cert., ¶ 2. She subsequently acquired tenure. On June 6, 2018, school officials ordered Sterlacci to take a drug test. Id. at ¶ 3. Although she took the test, she refused to release the results to the Board. Id. at ¶ 4. Instead, Sterlacci filed with the Commissioner of Education (Commissioner) a petition challenging the Board’s authority to compel the test. Id. at ¶ 5. In response, the Board answered Sterlacci’s petition and

simultaneously filed with the Commissioner a cross-petition to compel Sterlacci to provide the Board with the results of the drug test. Id. at ¶¶ 6-7.

The Commissioner subsequently transmitted the matter to the Office of Administrative Law (OAL) as a contested case. However, while the matter was pending at the OAL, Sterlacci and the Board entered a “Last Chance Agreement (LCA).” Id. at Ex. D.

Under the terms of the LCA, which the parties executed on November 28, 2018, Sterlacci agreed to certain conditions for her continued employment “in lieu of the Board taking more serious action against her, up to and including the certification of tenure charges.” Ibid. Those conditions included Sterlacci’s submission to random alcohol and drug testing upon her return to work on January 2, 2019, and until June 30, 2020. Ibid.

The terms of the LCA further provided that, if in the future, Sterlacci were under the influence of alcohol or drugs while on Board property or if she refused to submit to random testing, such conduct “would constitute ‘just cause,’ per se, for the termination of her tenured employment with the Board.” Ibid.

Over Sterlacci’s objections, the Board asserts that Sterlacci failed a drug test after she returned to work and that, “consistent with [the LCA], [the Board] had per se just cause to terminate Ms. Sterlacci.” Id. at ¶¶ 15-20. On June 13, 2019, the Board terminated Sterlacci’s employment. Id. at ¶ 21.

On June 21, 2019, Sterlacci filed the instant petition with the Commissioner. In her petition, Sterlacci asserts that, “notwithstanding her tenured status,” the Board “took action to summarily and unilaterally terminate” her employment, and that such action violates her rights under the TEHL. Petition, ¶¶ 1-4.

As relief, Sterlacci seeks an order from the Commissioner “[d]eclaring and adjudging [the Board’s] summary termination of [her] employment to be null and void;”

“[r]einstating [her] in her tenured teaching position;” and, “[a]warding [her] all lawful back pay, benefits, and emoluments to which [she] is entitled.” Id. at ¶¶ B-D.

On August 1, 2019, the Board filed with the Commissioner a motion to dismiss in lieu of an answer to Sterlacci’s petition.⁵ In support of its motion, the Board maintains that Sterlacci violated the terms of the LCA by failing a subsequent drug test and that, as a result, the LCA “both permits and requires [her] termination, without the filing of formal tenure charges.” Brief, p. 8. The Board argues that “in exchange for her continued employment, [Sterlacci] agreed that, in the event she again tested positive for any controlled dangerous substance and/or alcohol during the school day, the Board would have just cause, per se, to terminate her employment.” Id. at pp. 1-2. The Board reasons that “[i]f the [LCA] required [Sterlacci] to forfeit her position and resign in the event of a subsequent positive drug test, surely such a resignation would be deemed lawful” and that “[t]he herein matter, though worded slightly differently, achieves the same result and a result which both parties negotiated for and understood would occur.” Id. at p. 2. In essence, the Board asserts that Sterlacci’s petition should be dismissed because she has failed to advance a cause of action.

The Board also moves to seal the entire record in this matter due to the sensitive and/or confidential nature of certain documents pertaining to Sterlacci.

On August 19, 2019, the Commissioner transmitted the matter to the OAL as a contested case. On September 9, 2019, Sterlacci filed a brief in opposition to the Board’s motion, and in support of a cross-motion for summary decision. Sterlacci argues that the Board violated the TEHL by firing her without filing tenure charges or otherwise following the procedural requirements of that act. According to Sterlacci, “the LCA [does] not empower the Board to unilaterally and summarily determine that the LCA had been violated, and to terminate Ms. Sterlacci,” but instead “it merely prescribed the consequence in the event that such a violation was ultimately proven through the appropriate procedural mechanisms, i.e., by way of tenure charges certified

⁵ The Board characterized its motion as a “motion for summary decision” pursuant to N.J.A.C. 1:1-12.5; however, because the Board never filed an answer to Sterlacci’s petition, the Commissioner properly transmitted the motion as a “motion to dismiss in lieu of an answer” pursuant to N.J.A.C. 6A:3-1.5.

and litigated as per the TEHL.” Brief, pp. 1-2. Sterlacci further maintains that “[t]he LCA contains no waiver, explicit or implicit, of [her] rights under the [TEHL].” Id. at p. 2. I agree.

LEGAL DISCUSSION

As a threshold jurisdictional matter, it appears that the parties’ motions—which involve contractual claims involving the LCA—may be considered in this forum. The Commissioner generally has “jurisdiction to hear and determine . . . all controversies and disputes arising under the school laws[.]” N.J.S.A. 18A:6-9. Thus, “[a]lthough the Commissioner does not have jurisdiction over disputes which are purely contractual in nature, he does have jurisdiction over contractual claims which are incidental to his obligation to resolve education claims that are the subject of litigation.”⁶ B.P. ex rel. B.P. v. Bd. of Educ. of the Lenape Reg’l High Sch. Dist., 2003 N.J. AGEN LEXIS 1198, EDU 2782-02, State Bd. of Educ. (December 3, 2003). Indeed, “the Commissioner will not rule on the enforceability of a contract” in cases in which “the interpretation of the contract is the primary issue at hand and not merely implicated in a question of the school laws.” Smith v. Bd. of Educ. of the Twp. of Willingboro, 97 N.J.A.R.2d (EDU) 205.

This matter arises under the school laws because Sterlacci alleges in her petition that the Board fired her in violation of her rights under the TEHL. While the LCA is a contract between Sterlacci and the Board, and the parties differ on their respective rights under the terms of the LCA, an interpretation of the LCA is not the primary issue in this matter, but instead the LCA is merely implicated in a question regarding the TEHL. Thus, the parties’ claims regarding the LCA may be appropriately considered here in determining whether or not the Board fired Sterlacci in violation of the TEHL.

⁶ Since, “[f]or example, contract claims against [school] boards do not arise under the school laws but rather from statutory or common law,” such claims are “typically and appropriately adjudicated in the courts.” Archway Programs, Inc. v. Pemberton Twp. Bd. of Educ., 352 N.J. Super. 420, 424-25 (App. Div. 2002) (citations omitted).

The purpose of teacher tenure laws is “to aid in the establishment of a competent and efficient school system by affording teachers ‘a measure of security in the ranks they hold after years of service.’” Carpenito v. Rumson Bd. of Educ., 322 N.J. Super. 522, 528-29 (App. Div. 1999) (quoting Viemeister v. Prospect Park Bd. of Educ., 5 N.J. Super. 215, 218 (App. Div. 1949)); N.J.S.A. 18A:28-1 to -18; N.J.S.A. 18A:6-10 to -18.1. As such, a tenured teacher may not be dismissed except for inefficiency, incapacity, unbecoming conduct, or other just cause, and then only after the procedural requirements of the TEHL have been met. N.J.S.A. 18A:28-5; N.J.S.A. 18A:6-10.

The TEHL and its implementing regulations, N.J.A.C. 6A:3-5.1 to -5.7, set forth specific procedural steps that must be followed before a tenured teacher may be dismissed. For instance, any charge against a tenured teacher must be filed with the Secretary of the State Board of Education and sworn evidence supporting such charge shall be presented to the State Board. N.J.S.A. 18A:6-11. The “[c]harges shall be stated with specificity as to the action or behavior underlying the charges.” N.J.A.C. 6A:3-5.1(b)(1).

If the State Board determines that probable cause exists for dismissal, the State Board shall certify the charges to the Commissioner. N.J.S.A. 18A:6-11; N.J.A.C. 6A:3-5.1. In such case, “the [local] board may suspend the person against whom such charge is made, with or without pay[.]” N.J.S.A. 18A:6-14.

The Commissioner “shall determine whether the charge(s) are sufficient, if true, to warrant dismissal.” N.J.A.C. 6A:3-5.5(a); N.J.S.A. 18A:6-16. If the Commissioner disagrees with the board’s determination, he shall dismiss the charges; however, if the Commissioner determines that the charges are sufficient to warrant dismissal, “the matter shall be transmitted immediately to an arbitrator for further proceedings.” Ibid.

Thus, while a tenured teacher may be involuntarily removed from her position for several reasons, including inefficiency, incapacity, unbecoming conduct, or other just cause, the TEHL guarantees a tenured teacher certain procedural rights and protections, prior to her dismissal.

Of course, notwithstanding the procedural requirements of the TEHL, a tenured teacher may voluntarily relinquish her position, N.J.S.A. 18A:28-8, voluntarily resign in lieu of a school board's filing of tenure charges, see, e.g., Camden City Sch. Dist. v. Pitts, 2019 N.J. Super. Unpub. LEXIS 1686 (App. Div. July 26, 2019) (holding that tenured teacher agreed to resign in exchange for school board's agreement not to pursue tenure charges for inefficiency), or voluntarily resign prior to adjudication under the TEHL, N.J.A.C. 6A:3-5.6.

Here, Sterlacci did not voluntarily resign from her position under any of these scenarios. The Board concedes as much through its argument that "[i]f the [LCA] required [Sterlacci] to forfeit her position and resign in the event of a subsequent positive drug test, surely such a resignation would be deemed lawful" and that the LCA, "though worded slightly differently, achieves the same result . . . the cessation of [Sterlacci's] employment with the Board." Thus, by the Board's own admission, the LCA did not require Sterlacci to resign upon a subsequent positive drug test. And contrary to the Board's assertion, the LCA did not provide for Sterlacci's termination without resort and adherence to the procedural requirement of the TEHL.

Instead, the LCA simply provided that if Sterlacci failed another drug test, such a circumstance "would constitute 'just cause,' per se, for the termination of her tenured employment with the Board." These terms did not deprive Sterlacci of the TEHL's protections. In fact, the LCA does not even mention the TEHL. As a result, the LCA cannot be interpreted as a relinquishment of Sterlacci's rights under the TEHL or as authority for the Board to terminate Sterlacci without adherence to the requirements of the TEHL. Simply put, the LCA does not trump the TEHL.

The TEHL clearly states that a tenured teacher may not be dismissed "except for inefficiency, incapacity, unbecoming conduct, or other just cause, and only after a hearing held pursuant to this subarticle, by the commissioner, or a person appointed by him to act in his behalf, after a written charge or charges, of the cause or causes of complaint, shall have been preferred against such person, signed by the person or

persons making the same, who may or may not be a member or members of a board of education, and filed and proceeded upon as in this subarticle provided.” N.J.S.A. 18A:6-10. As such, the Board improperly fired Sterlacci from her position and violated her tenure rights by failing to follow the procedural requirements of the TEHL.

In light of the Board’s violation, **I CONCLUDE** that Board’s motion to dismiss is hereby **DENIED** and Sterlacci’s motion for summary decision is **GRANTED**. The Board’s motion to dismiss is denied because Sterlacci has clearly advanced a cause of action for the Board’s violation of the TEHL.

Sterlacci’s motion for summary decision is **GRANTED** because there are no issues of fact that the Board violated Sterlacci’s rights. Under N.J.A.C. 1:1-12.5, “[a] party may move for summary decision upon all or any of the substantive issues in a contested case.” N.J.A.C. 1:1-12.5(a). Such motion “shall be served with briefs and with or without supporting affidavits” and “[t]he decision sought 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.” N.J.A.C. 1:1-12.5(b). Here, summary decision in favor of Sterlacci is appropriate because there is no genuine issue as to any material fact and Sterlacci is entitled to prevail as a matter of law. The Board violated Sterlacci’s tenure rights by firing her without following the requirements of the TEHL. As such, Sterlacci is entitled to return to the Board’s employ in a teaching position for which she is qualified and she is further entitled to back pay, less mitigation, and the benefits and emoluments she would have received had the Board not improperly fired her on June 13, 2019.

Finally, the Board’s request to seal the record should be granted in part for the following reasons. Under the Uniform Administrative Procedure Rules, N.J.A.C. 1:1-1.1 to -21.6, “[t]he record of all hearings [and motion proceedings] shall be open to public inspection, but the judge may, for good cause shown, order the sealing of the record or any part thereof.” N.J.A.C. 1:1-14.1(a). In deciding whether to seal a record or a part thereof, “the judge shall consider the requirements of due process of law, other

constitutional and statutory standards and matters of public policy” and “the need to protect against unwarranted disclosure of sensitive financial information or trade secrets, to protect parties or witnesses from undue embarrassment or deprivations of privacy[.]” N.J.A.C. 1:1-14.1(b). In order to protect Sterlacci from undue deprivation of her privacy, it is appropriate to proceed with caution and I am partially granting the Board’s motion to seal the record by ordering that (1) any of Sterlacci’s medical records that the Board provided with its motion to dismiss; and (2) the LCA, to the extent that it includes certain information deemed confidential under the school laws, shall be sealed, except for the purpose of any review of my order on the parties’ motions.

Therefore, **I FIND AS FACT** that there are no genuine issues of material fact requiring a hearing. Based on the foregoing, **I CONCLUDE** that the Board’s motion to dismiss is hereby **DENIED**. **I FURTHER CONCLUDE** the Board’s motion to seal the record is **GRANTED IN PART**. **I FURTHER CONCLUDE** Sterlacci’s motion for summary decision is **GRANTED**. Sterlacci is entitled to return to the Board’s employ in a teaching position for which she is qualified, and she is further entitled to back pay, less mitigation, and the benefits and emoluments she would have received had the Board not improperly fired her on June 13, 2019.

It is hereby **ORDERED** that the respondent’s request for summary decision be **DENIED**. It is **FURTHER ORDERED** that the following records be sealed (1) any of Sterlacci’s medical records that the Board provided with its motion to dismiss; and (2) the LCA, to the extent that it includes certain information deemed confidential under the school laws, shall be sealed. It is hereby further **CONCLUDED** that there are no genuine issues of material fact to be determined on petitioner’s cross-motion for summary decision, and petitioner is entitled to summary decision, it is hereby **FURTHER ORDERED** that the petitioner’s motion be **GRANTED**.

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.



October 25, 2019

DATE

DEAN J. BUONO, ALJ

Date Received at Agency:

Date Mailed to Parties:

mph