118-20

New Jersey Commissioner of Education

Final Decision

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

Petitioner,

v.

A.V. and S.V., on behalf of minor children, N.V. and T.V.,

Respondent.

Synopsis

The petitioning Board of Education (Board) sought tuition reimbursement from the respondents for a period of alleged ineligible attendance by their children, N.V. and T.V., from September to December 2010. The respondents disputed the Board's allegations and claimed they were homeless.

The ALJ found, *inter alia*, that: pursuant to *N.J.S.A.* 18A:38-1(a) and *N.J.A.C.* 6A:22-3.1(a), public schools are free to any person over five and under twenty-five years of age who is domiciled within the school district; pursuant to *N.J.S.A.* 18A:38-1(b), in proceedings before the Commissioner, the parent or guardian bears the burden of proving, by a preponderance of the evidence, that the children are eligible for a free public education under the statutory criteria; if the evidence does not support the residency claim, the Commissioner shall assess tuition for the period of ineligible attendance; in the instant case, witnesses for the petitioning Board presented credible testimony and evidence establishing that N.V. and T.B. were domiciled in Raritan, not Piscataway, during the period at issue; the testimony of A.V. as to his family's residency for the same period was not credible or consistent; and although the V family had been homeless previously, they were not homeless during the period in question here. The ALJ concluded that petitioners did not meet their burden to show that they were residents of Piscataway from September to December 2010; accordingly, the ALJ ordered tuition reimbursement in the amount of $8,830.08.

Upon review, the Commissioner concurred with the ALJ's findings and adopted the Initial Decision of the OAL as the final decision in this matter. Respondents were ordered to reimburse the Board in the amount of $8,830.08. The petition was dismissed.

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.

May 22, 2020

New Jersey Commissioner of Education

Final Decision

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

Petitioner,

v.

A.V. and S.V. on behalf of minor children,
N.V. and T.V.,

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 respondent pursuant to *N.J.A.C.* 1:1-18.4, and the Board's reply thereto.

In this matter, respondents are challenging the Board's determination that they did not reside in Piscataway from September to December 2010, and that the minor children were therefore ineligible to attend school in the district. The Administrative Law Judge (ALJ) found that petitioners did not meet their burden of demonstrating that they were residents of Piscataway from September to December 2010. Accordingly, the ALJ ordered tuition reimbursement in the amount of $8,830.08.

In their exceptions, respondents argue that the Board incorrectly handled the family's situation and did not focus on their homelessness in 2009. In reply, the Board contends that the evidence in the record, including the ALJ's credibility findings, amply supports the conclusion that respondents' children were not eligible for enrollment in the district.

Upon review, the Commissioner concurs with the ALJ's finding that respondents failed to sustain their burden of establishing that they were domiciled in Piscataway from September to December 2010, for the reasons thoroughly detailed in the Initial Decision. The Commissioner further

concurs with the ALJ's conclusion that the minor children were, therefore, not entitled to a free public education in the District's schools during that time. The ALJ had the opportunity to assess the credibility of the witnesses who appeared before her and make findings of fact based upon their testimony. In this regard, the clear and unequivocal standard governing the Commissioner's review is:

> The agency head may not reject or modify any findings of fact as to issues of credibility of lay witness testimony unless it is first determined from a review of the record that the findings are arbitrary, capricious or unreasonable or are not supported by sufficient, competent, and credible evidence in the record.
>
> [*N.J.S.A.* 52:14B-10(c)].

The Commissioner finds no basis in the record to disturb the ALJ's credibility assessments.

Accordingly, the Initial Decision of the OAL is adopted as the final decision in this matter. Respondents are directed to reimburse the Board in the amount of $8,830.08 for tuition costs incurred during the period in which N.V. and T.V. were ineligible to attend school in Piscataway.

IT IS SO ORDERED.[1]

COMMISSIONER OF EDUCATION

Date of Decision: May 22, 2020
Date of Mailing: May 22, 2020

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[1] 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

OAL DKT. NO. EDU 13273-16

AGENCY DKT. NO. 232-8/16

BOARD OF EDUCATION OF THE TOWNSHIP OF PISCATAWAY, MIDDLESEX COUNTY,

Petitioner,

v.

A.V. AND S.V. ON BEHALF OF MINOR CHILDREN N.V. AND T.V.,

Respondents.

David B. Rubin, Esq., for petitioner

A.V. and **S.V.**, respondents, pro se

Record Closed: September 17, 2019 Decided: March 16, 2020

BEFORE **MARGARET M. MONACO**, ALJ:

STATEMENT OF THE CASE

The Board of Education of the Township of Piscataway (the Board) seeks tuition reimbursement from respondents A.V. and S.V. (Mr. V. and Mrs. V.) for a period of alleged ineligible attendance of their two children in the Piscataway Township Public School District (the District). Respondents dispute the Board's claim.

PROCEDURAL HISTORY

On or about August 25, 2011, the Board filed a complaint against respondents in the Superior Court, Law Division. The Board alleged that respondents kept their two children (N.V. and T.V.) enrolled in the District from September 3, 2010, to December 2010, while they were not residing in Piscataway, and the Board requested tuition costs for the period of the ineligible attendance. After a bench trial, judgment in the amount of $21,480 was entered against respondents, who had appeared pro se. Respondents, through an attorney, filed an appeal. On June 11, 2015, the Appellate Division issued a decision in which the court reversed and remanded the matter to the Law Division for an order vacating the judgment and referring the matter to the Commissioner of the Department of Education (the Commissioner) for an "administrative adjudication on the issue of domicile, the issue of whether tuition is due, and, if tuition is due, the amount of tuition due." On June 12, 2015, the Honorable Vincent LeBlon, J.S.C., entered an Order vacating the judgment and referring the matter to the Commissioner for an administrative adjudication on the issue of domicile consistent with the Appellate Division's decision.

The Department of Education transmitted the matter to the Office of Administrative Law, where it was filed for hearing as a contested case. On September 26, 2016, respondents, who were then represented by counsel, filed a motion to dismiss, which the Board opposed. A telephone prehearing conference was held on September 29, 2016. Respondents withdrew their motion to dismiss via letter of their attorney dated December 7, 2016. The hearing commenced on July 24, 2017, and continued on July 25, 2017, December 22, 2017, and February 20, 2018. Prior to the commencement of the hearing on April 10, 2018, respondents discharged their attorney, and the hearing was adjourned. Respondents then proceeded pro se, and the hearing continued on November 21, 2018, and June 14, 2019. Subsequently, the parties filed briefs in support of their respective positions, and the record was closed upon receipt of the last submission.[2]

FACTUAL DISCUSSION

At the hearing, the Board offered testimony from T.V.'s eighth-grade math teacher (Mary Juffey); the school psychologist (Allyson Brown); the former director of student personnel services and District homeless liaison (Diane Janson); the then superintendent (Robert Copeland); and the current superintendent (Teresa Rafferty). Mr. V. testified on respondents' behalf and presented testimony from the Bridgewater-Raritan Regional School District residency official (Walter Kalicki) and the District's former supervisor of the enrollment center and attendance officer (David Ford).[3]

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[2] To the extent that respondents' submissions include facts and/or documents that were not offered at the hearing, these matters are beyond the scope of the record and will not be considered.

[3] At the hearing, Mr. Ford affirmed the accuracy of his prior testimony in the Superior Court matter and did not possess an independent recollection of the events. The parties agreed to the admission of the transcript of Mr. Ford's earlier testimony (R-28), and that testimony will hereinafter be referenced.

Based upon a review of the testimony and the documentary evidence presented, and having had the opportunity to observe the demeanor of the witnesses and assess their credibility, I **FIND** the following preliminary **FACTS** and accept as **FACT** the testimony set forth below:

The V. family began living in Piscataway in or around 2006 and lived at various locations in the Piscataway school district prior to the 2010–2011 school year. The documentation reveals that, for at least a portion of 2008 and 2009, the family lived on Pleasantview Drive in Piscataway. In February 2009, Mrs. V. was found eligible for assistance from the Homelessness Prevention Program, which, according to the documentation, agreed to pay back rent for that apartment. (R-17.) Subsequently, in or around April/May 2009, landlord/tenant complaints were filed against Mrs. V. for unpaid rent regarding that apartment. (R-2; R-16.) Documentation from Motel 6 in Piscataway (Motel 6) reflects room charges for the period of July 28, 2009, to around August 3, 2009. (R-18.) Documentation from the Extended Stay Hotel in Piscataway (Extended Stay) reflects room charges for arrival on August 26, 2009, and departure on November 3, 2009. (R-3; R-18.) A church paid part of the Extended Stay charges. (See R-19.) At some point prior to December 10, 2009, the V. family began living on Stelton Road in Piscataway. (See R-22; R-23.) On March 17, 2010, a warrant of removal was issued regarding the Stelton Road premises, which required the family's removal by April 1, 2010. (P-5; R-24.) Documentation from Motel 6 reflects room charges for the period of April 8 to April 16 or 17, 2010. (P-6; R-24.)

May 2010 Affidavit of Residency

On May 14, 2010, Mrs. V. and her mother signed an "Affidavit of Residency of Student," which was submitted to the District's enrollment center and notarized by a secretary in that office. (P-1.) The enrollment center is a centralized location where students are enrolled in the District. The submitted Affidavit represents that Mrs. V. and her three children (N.V., T.V., and A.V.) were residing at her mother's home in Piscataway. The Affidavit states, "I UNDERSTAND IT IS MY RESPONSIBILITY TO IMMEDIATELY REPORT TO THE BOARD OF EDUCATION ANY CHANGE OF RESIDENCE, WHICH OCCURS FOR THE ABOVE-MENTIONED INDIVIDUALS." It also placed the signatories on notice that the "[s]ubmission of any knowingly inaccurate information on this form" may expose them to a range of consequences, including "a money judgment from the courts or the Commissioner of Education for any services secured through submission of fraudulent information." Attached to the Affidavit is, among other things, confirmation that Mrs. V. changed her address with the New Jersey Motor Vehicle Commission to her mother's address on May 14, 2010.

Mr. V.'s Employment in Raritan

In the spring of 2010, Mr. V. accepted employment as a superintendent in a housing complex located in Raritan (River Park), which is not in the Board's school district. The evidence indicates that Mr. V. was permitted to reside in an apartment in the complex as part of his employment arrangement. The

record includes a single page of an "Apartment Lease-Employee Lease," which does not include a signature page, and an "Employee Occupancy Addendum," for an apartment on River Park Drive in Raritan. (R-4.) The lease is dated April 17, 2010, with a lease term beginning April 17, 2010, and ending August 17, 2010. The lease lists Mr. V., Mrs. V., N.V., and T.V. as residents. The Employee Occupancy Addendum, which is not signed, provides that "[i]n consideration of the employment of [Mr. V.] (the 'Employee') . . . Employee will occupy the premises located at 343 River Park Drive . . . in connection with Employee's employment" and the "Employee understands and agrees that the apartment is provided to him as an incident to his employment . . . ."

On or about August 31, 2010, Mr. V. was given written notice of termination of his employment. (R-5; R-6.) The memorandum (which was erroneously dated September 31, 2010, and corrected to August 31, 2010, in a later memorandum) informed Mr. V. that it "will serve as official notice of [his] termination of employment due to unsatisfactory work performance, insubordination and numerous tenant complaints"; that the "notice is effective immediately"; and that Mr. V. was "to surrender all [of his] maintenance access keys immediately." It also provided Mr. V. with notice "to vacate the apartment located at 343 River Park Drive."

On October 6, 2010, an attorney for River Park sent a letter to Mr. V. stating that Mr. V. was terminated from his position at River Park on or about September 2, 2010; management had permitted him to remain in the apartment until October 3, 2010; and Mr. V. failed to vacate the apartment as required. (R-8.) The letter enclosed a Notice to Quit, which informed Mr. V. that he must move out by October 12, 2010, and return his keys to the landlord or legal action will be instituted. (R-7.) On or about October 13, 2010, a landlord/tenant complaint was filed against Mr. V. regarding the apartment, which, according to the complaint, petitioner had been in possession of since April 17, 2010. (R-10; see R-9.) On November 5, 2010, Mr. V. signed a Consent to Enter Judgment for Possession, which provided that Mr. V. would pay no money and Mr. V. agreed to vacate the premises no later than November 30, 2010. (R-12.) On December 8, 2010, a warrant of removal was issued requiring Mr. V. to vacate the apartment by December 20, 2010. (R-11.)

The 2010–2011 School Year

The limited issue concerns the attendance of respondents' two youngest children in the District's schools during the period of September 2010 through December 2010. During that school year, N.V. was in sixth grade and T.V. was in eighth grade. Respondents did not report any change to the May 2010 Affidavit of Residency relating to this period. The family was residing in the District by January 2011. (See R-14.)

The Board offered undisputed testimony regarding interactions between District staff and T.V., along with Mrs. V., in December 2010. In short, neither T.V. nor Mrs. V. testified at the hearing, and I found

the District staff's testimony to be substantially consistent, credible, and persuasive and I, accordingly, accept it as **FACT** as detailed below.

Mary Juffey (Juffey) is employed by the Board as an eighth-grade special education math teacher. She held that position during the 2010–2011 school year and T.V. was in her class. Allyson Brown (Brown) is employed by the Board as a school psychologist and served in that capacity during the 2010–2011 school year. She was then assigned to the middle school where Juffey taught. Brown was T.V.'s case manager on the Child Study Team and provided counselling to T.V. as a related service. Diane Janson (Janson), who is no longer employed by the Board, held the positions of director of student personnel services and the District's homeless liaison during the 2010–2011 school year.

In late December 2010, shortly before Christmas, T.V. came to Juffey "very upset" and told Juffey that she was being "evicted" from her home. T.V. was upset because she wanted her nephew to have a good Christmas. Juffey brought T.V. to see school psychologist Brown and Juffey was present for a short time during T.V.'s interaction with Brown. When Juffey was present with T.V. and Brown, T.V. relayed again that she was evicted from her home. Juffey described her relationship with T.V. Over the course of the semester leading up to the December meeting, "T.V. was very comfortable coming and speaking to [her] about issues she either had at home or issues that she had with other students in the building." Based on their relationship, Juffey believed that T.V. was being truthful when she shared this information about her living situation.

Brown testified that T.V. was "very visibly upset" and crying. T.V. relayed that she was upset because her family had been evicted from where they had been living, and that they had been living in Raritan because that is where her father had been employed. T.V. was not concerned about herself, but was concerned about her nephew's Christmas. Brown contacted Ms. Husbands, whom she described as the homeless liaison for the building, and Janson, the District's homeless liaison, regarding what she had learned during this conversation. Brown explained that if staff is aware that a student may be homeless, staff is required as part of their job responsibilities to activate the homeless liaison in order to support the family and ensure that the student's and the family's needs are taken care of, and Brown's intent in speaking to Husbands and Janson was to help T.V. and her family.

Janson reported to the middle school. Brown, Husbands, and T.V. were in the room when Janson arrived. Mrs. V. was called, and Mrs. V. came to the middle school to join in the conversation in Brown's office. Prior to Mrs. V. arriving, Janson understood that the family had been evicted from their apartment in Raritan and they were now living in a motel. Janson discussed resources that could assist the family and recommended that Mrs. V. go to the Somerset County Social Services, which services families living in Raritan. Piscataway is located in Middlesex County. Brown testified that neither T.V. nor Mrs. V. mentioned any other residential arrangement in Piscataway that they were living in. Similarly, Janson testified that at no point during the conversation did the family share information about any other living

arrangement in the fall, and Mrs. V. did not state that the family lived in Piscataway. Janson further explained that, had it been made known to her that Mrs. V. and her children were living in Piscataway with Mrs. V.'s mother, there would have been no reason for Janson to be discussing homeless assistance.

After this meeting, Janson discussed what she had learned with David Ford (Ford). Ford was the supervisor of the enrollment center and the attendance officer. As the homeless liaison, Janson worked with Ford, who did investigations and supports for homeless families in the District, including interviewing homeless families. Ford had a conversation with Mr. V. in December 2010. Superintendent Robert Copeland (Copeland) had a later conversation with Mr. V. in the spring of 2011. Divergent testimony was offered regarding what occurred during those contacts.

By letter dated February 15, 2011, the Board's business administrator, Brian DeLucia, informed Mr. and Mrs. V. that it had come to the Board's attention that "you and your children, [N.V. and T.V.] were not residing in Piscataway when this school year began on September 3, 2010." (R-1.) The letter informed respondents that they owed tuition for N.V. and T.V. for the period of September 3 to December 21, 2010.[4] The assistant business administrator sent a "second notice" and a "final notice" to Mr. and Mrs. V. regarding the unpaid tuition via letters dated June 12, and July 12, 2012. (R-1.)

The Testimony

Apart from the evidence that forms the foundation of the above findings of fact, a summary of other pertinent testimony follows.

For the Board

Robert Copeland

Copeland is the superintendent of schools for the Lower Merion School District in Pennsylvania, a position that he has held for two and a half years. Copeland was the superintendent of the Piscataway School District until October 1, 2012, when he left to become the superintendent of schools for the Neshaminy School District in Pennsylvania. Copeland had a telephone conversation with Mr. V. in the spring of 2011. Copeland was informed that Mr. V. was angry regarding issues at the middle school and did not want to speak with Copeland's assistant, Teresa Rafferty (Rafferty). Copeland took the telephone call from Mr. V. in his office. Rafferty was present during the telephone call, which took place on speaker phone. During the telephone call, Mr. V. addressed incidents or grievances related to educational issues

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[4] According to the letters, the tuition owed equaled $21,480. However, based on the calculations set forth in the letter, the stated amount appears to be in error. According to the letters, the tuition was $1,990 per month for N.V. x 4 months, or $7,960, and $1,390 per month for T.V. x 4, which the letter calculates as $13,520 (vs. $5,560) with a total amount of $21,480 (vs. $13,520).

involving his children, including issues during the fall of 2010. When Mr. V. raised issues during the fall time frame, Rafferty passed Copeland a note basically saying, “Ask him about his residency.” Copeland asked Mr. V. where he and his family were living during that period. Mr. V. basically said, “Yeah, we weren’t living [in Piscataway] then but that’s besides the point.” Mr. V. stated that he lived in Raritan at that time and there was a discussion regarding whether his family was living with him in Raritan. Based on what Mr. V. told him during the conversation, Copeland understood that Mr. V. and his family were living in Raritan during the fall of 2010.

Teresa Rafferty

Rafferty is the superintendent of schools. She served as the assistant superintendent during the 2010–2011 school year and reported to Copeland. Mr. V. contacted the office after the 2010–2011 winter recess. Mr. V. had a series of incidents at the middle school related to his children’s services, he refused to speak to Rafferty, and he would only deal directly with the superintendent. Rafferty was present in the room during Copeland’s telephone conversation with Mr. V. During the conversation, Mr. V. brought up incidents that had occurred in the fall of 2010 and January/February 2011. When Mr. V. discussed the incidents that occurred in the fall of 2010, Rafferty slipped a note to Copeland, saying, “Ask him where he was living at that time.” Copeland interrupted Mr. V. and said, “Where were you living?” Mr. V. responded, “Well, yeah—yeah—yeah. I know, we were living in Raritan at the time but I really didn’t want my kids to go to school in Raritan.”

For Respondents

David Ford

Ford served as the supervisor of the enrollment center and the District’s attendance officer. One of the functions of the enrollment center is to determine whether a family meets the statutory and regulatory criteria to be eligible to attend school in Piscataway. Ford also assisted the District’s homeless liaison and did investigations.

As of May 2010, Ford had dealings with the V. family. He was aware of the family’s living situation from 2006. Ford testified, “They had changes of address. They—he had been homeless, and then he had a place about eleven—about nine different times there were changes of addresses.” Ford believed that up to 2010 the family had always informed him where they were living.

In December 2010, issues about the V. family came to his attention. Janson, who was the homeless liaison, was called to go to the middle school. When Janson returned from the middle school, she explained to Ford that the V. family was homeless. Ford was “really shocked” because he had the May 2010 Affidavit of Residency stating that Mrs. V. and the children were living at the home of Mrs. V.’s mother

in Piscataway. Prior to learning of a potential homeless situation with the V. family in December 2010, the family had not reported any change of address to Ford during that school year.

Ford had contact with Mr. V. and they discussed the situation. Ford asked Mr. V. to bring in documentation showing that he was homeless, and Ford had a meeting with Mr. V. Mr. V. informed Ford that he and Mrs. V. had been living in an apartment in Raritan and that the children were living in Piscataway with Mrs. V.'s mother because the Raritan apartment was not big enough for everyone. Mr. V. showed Ford a memorandum dated September 31, 2010, regarding his termination from employment and notice to vacate the Raritan apartment, a notice to quit dated October 6, 2010, and a warrant of removal for removal on December 20, 2010. Mr. V. also informed Ford that he and his family were at Motel 6 and they were homeless. After Mr. V. provided this information, Ford "explained to him that his children were really illegally enrolled in Piscataway because if he moved, he should have enrolled his kids in school in the Bridgewater-Raritan School District . . . since he had not given up guardianship of his children to the grandmother . . . ." A hardship application also had not been filed to enable the children to live with the grandmother in Piscataway without the parents. Ford informed Mr. V. that, since he was homeless from Raritan, he needed to bring the eviction notice and his lease to the Bridgewater-Raritan school district and enroll his children there.

Mr. V.[5]

Mr. V. testified that his family moved to Piscataway in or around 2005 or 2006, and subsequently lived on Center Street, West 7th Street, and Walnut Street. The family then lived for approximately one year on Pleasantview Drive and was evicted from that apartment in June 2009. (See R-2.) After being evicted from Pleasantview Drive, the family stayed at Motel 6 for approximately a month and a half and then stayed at Extended Stay for approximately a year. R-3 are receipts from Extended Stay for the period of August 26, 2009, to November 24, 2009.

In approximately April 2010, Mr. V. received an offer of employment as a superintendent in Raritan and Mr. V. began working on April 17, 2010. Mr. V. testified that the job did not initially come with an apartment. Mr. V. spoke to the district manager, David Marconi, about his family's situation and asked whether it was possible if they could stay in one of the apartments. Marconi informed Mr. V. that he could not help him at that time. Mr. V. told the other superintendent of his situation and that individual informed Mr. V. that he could stay in the empty apartments as long as he did not get caught. Mr. V. began staying overnight in empty apartments in May 2010. The children were still attending school in Piscataway and did not stay at the apartment with Mr. V. during the school semester. Mr. V. was then on "probation" at his job. Toward the end of June, Mr. V., who was still in the process of background checks, raised the issue again with Marconi, who advised Mr. V. that he could take one of the units, and gave Mr. V. permission to bring

[5] Mr. V. testified on four days due, in part, to medical issues.

the children, provided that Mr. V. would have to leave the apartment if it did not work out. Mr. V. was permitted to begin staying in an apartment at the complex toward the end of June. The children came to the apartment after they finished school in June 2010, and the children physically stayed with Mr. V. in the apartment during the summer of 2010. The children utilized the swimming pool and recreation/exercise rooms. Mrs. V. came to the apartment on weekends. Mrs. V., who was at her mother's house, worked approximately a ten-minute walk from her mother's house. When the children began living at the apartment, as to how long Mr. V. anticipated that they would be living there, Mr. V. testified, "I was hoping that we were going to stay there."

During the summer of 2010, Mr. V. considered the possibility of enrolling the children in the Bridgewater-Raritan school district, which he heard had a good reputation. In July 2010, Mr. V. had a telephone conversation with Mr. Kalicki in that district's enrollment center. Mr. V. asked Mr. Kalicki what he would have to do to register his children in the school system. According to Mr. V., Mr. Kalicki informed Mr. V. that he would need to present an electric bill, a driver's license, pay stubs, and a lease that included the names of the children and that, if he could not present those documents, he could not enroll the children in the school system. Based on the information provided, Mr. V. understood that the children were ineligible, he did not apply to enroll them, and he pursued it no further. Mr. V. had no further discussions with that district during the summer.

In the first week of July, Mr. V. was given a lease to sign regarding the apartment. (See R-4.) He received the lease after the completion of his background checks. Mr. V. handwrote "6/25/10" under the stated beginning date of April 17, 2010, because that was the beginning date when the children (who were named in the lease) were at the apartment. Mr. V. returned the lease to the landlord and advised that he would not sign the lease until it was corrected, which was not done, and Mr. V. never signed the lease. Mr. V. also refused to sign the Employee Occupancy Addendum because the property manager had told him that there would be no rent for the apartment.

At the end of the summer, Mr. V. sent his children back to the house owned by their grandmother in Piscataway. The children left sometime in August before school started. They stayed at the grandmother's home until January 2011, when the family secured another home. The children did not live with Mr. V. at the apartment during the period of September to December 2010. He testified that "maybe" the children had stayed overnight at the apartment on the weekends and they came to visit when he was sick.

After receiving the August 2010 termination notice, Mr. V. returned the maintenance access keys but did not return the keys to his apartment. Mr. V. described that, at the time he received the termination notice, his health was "in pretty bad shape" and he was not physically able to move the possessions in his apartment. Mr. V. offered various medical and disability records at the hearing. (See R-30.) Mr. V. vacated

the apartment by December 2010. After he left the apartment, Mr. V. was living in Motel 6. “A little while afterwards,” Mrs. V. and T.V. joined him at Motel 6.

In December 2010, after his daughter’s conversation with her math teacher, Mr. V. had a conversation with Ford regarding his children’s residency. Mr. V. had contacted Ford and they had an in-person conversation in Ford’s office. Mr. V. disagreed with Ford’s version of the conversation. Regarding the content of the conversation, Mr. V. testified that Ford gave him a handwritten list of available organizations, and Ford asked Mr. V. why he did not tell him that this was going on and that his children were living in Raritan, because Ford thought that they had good communication. Mr. V. replied, “there was no need to, we wasn’t [sic] doing anything yet. If I would have gotten the job you would have been the first person to know.”

After Mr. V. received the February 2011 letter regarding the tuition owed for N.V. and T.V., Mr. V. spoke to Brian DeLucia, who advised that Mr. V. owed the money because he was not living in Piscataway. In response, Mr. V. “went ballistic” and said, “You’re crazy, we lived in Piscataway, we were always here . . . . Are you kidding me, my kids were living here.” Mr. V. then called Superintendent Copeland and informed him that “this is not fair” and that there are families who go away for the summer. Copeland indicated that he would look into the matter, and that was the last time Mr. V. heard from Copeland. After the demand for tuition, Mr. V. also spoke to Mr. Kalicki. Mr. V. informed Kalicki that he was told that Raritan was responsible for his children. According to Mr. V., Kalicki responded that the district where the family was homeless is responsible, he was homeless in Piscataway, and Raritan was not responsible because he was never registered there.

On cross-examination, Mr. V. testified that during the 2009–2010 school year the family was living at Motel 6 “until the time that [he] asked them to come up there to Raritan with [him].” After reviewing the documents, he stated that the family was living at Extended Stay at the beginning of the 2009–2010 school year from August 26, 2009, through November 24, 2009. The family then moved to Stelton Road, where they lived until they were evicted in April 2010. The family then went to Motel 6 from April 10 until April 17, 2010. By May 2010, the children and his wife had moved into the home of his wife’s mother.

Mr. V. agreed that his answer to interrogatory 2 states: Mr. V. “will testify that during the 2009–2010 academic year, all the members of the [V.] family resided in various locations within the Piscataway School District. From September 2009 until the late spring of 2010, [Mr. V.] resided at a Motel 6 in Piscataway. [Mrs. V., T.V., and N.V.] lived at the Motel 6 from September 2009 until the spring 2010, and then moved into . . . [the home of Mrs. V.’s mother].” Mr. V. agreed that he testified that from September to November 2009 the family was living at Extended Stay, not Motel 6; after leaving Extended Stay until sometime in April 2010 the family was at Stelton Road; and the family went to Motel 6 after they were evicted from Stelton Road. Mr. V. testified that his former attorney drafted the answers to interrogatories based on documents that Mr. V. had provided to the attorney. Mr. V. later testified that he did not recall the

answers to interrogatories and did not see them. Mr. V. also testified that he got the job in April 2010 and, once he was sure that he got the job, he went up to stay in Raritan and his wife took the children and stayed with her mother. As of April 2010, he went to Raritan and the family went to the home of his wife's mother.

During his second day of testimony, Mr. V. testified that from September 2009 to June 2010 his wife and children had been living at Motel 6 followed by the home of his wife's mother. After reviewing the documents, Mr. V. agreed that the family stayed at Extended Stay from August through November 2009. He agreed that the family did not begin the 2009–2010 school year at Motel 6, but at Extended Stay, and the family remained at Extended Stay until sometime around Christmas, when they moved to Stelton Road. During the period of August 2009 to around Christmas 2009, Mr. V., Mrs. V., their three children, and the oldest daughter's boyfriend were living in the unit at Extended Stay. All of them then moved to Stelton Road and they lived together at Stelton Road until March 2010. They then all went back to Motel 6. Mr. V. testified that he stayed at Motel 6 until around the middle of June, when he went to live in the Raritan apartment. Mrs. V. and the children left Motel 6 in May and went to live at the home of Mrs. V.'s mother.

During Mr. V.'s last two days of testimony, when he was proceeding pro se, Mr. V. testified that he had to "go on a promotional period" for the job; he asked Ford if it were possible to make an appointment for renewal of the Affidavit of Residency before the July/August appointments (see R-26; R-29); and the Affidavit was completed on May 14, 2010. According to Mr. V., "[a]t that time still we had no idea whether we got the job or not." Mr. V. had told the children to come to Raritan with him for the summer, but they would have to go back to school in Piscataway if it did not work out. He later described talking to "whoever in the office" regarding getting the Affidavit of Residency done, informing that individual of the situation regarding his job, and mentioning to the Piscataway office that he was "taking the kids for the summer away." Although Mr. V. acknowledged that he was responsible for informing the school if there were any changes in the Affidavit of Residency, he testified, "there were no changes made since I was no longer going to have the position." He was terminated in the summer, he did not work during the fall, he had to be leaving the apartment, and the children were already with their grandmother. Mr. V. also testified at one point that Mrs. V. "needed to go back home with the kids," and she was "leaving Raritan." Mr. V. articulated the view that the family's last place of residency or domicile was Stelton Road in Piscataway. He noted that the lease and addendum for the Raritan apartment were not signed, and he relayed that the court found that he owed no money, which is reflected in the November 2010 Consent to Enter Judgement for Possession. Mr. V. testified that he kept in communication with Ford; he notified Ford of all of the family's addresses; the school had sent letters to various addresses, including Extended Stay (see R-20 to R-22); and Ford had knowledge of the family being homeless. Mr. V. stated his position that during the fall of 2010 he and his family were homeless, and that when the Affidavit of Residency was completed in May 2010, Mrs. V. and the children were not residing in a home owned by somebody else, but were homeless.

Walter Kalicki

Kalicki is employed by the Bridgewater-Raritan Board of Education as the attendance officer and registrar. He has served as the attendance officer for nineteen years and became the registrar in 2015. Kalicki was familiar with the residency standards of the district in the summer and fall of 2010. He testified that, if a family asked to enroll their child in the Bridgewater-Raritan school district in the summer of 2010, the family would be asked to provide proof of residency. Kalicki described examples of the various types of documents that would be considered if offered by the family (e.g., a lease, utility bills, letter from an employer, driver's license, credit-card bills, bank statements). Kalicki explained that "the person registering the student should consider any document presented and not only require one specific document," and that anything a family conveys when they are attempting to register relating to their current living situation is a factor. Kalicki stated that there is always a conversation with the parent to try to work with them to see what they can produce, and that the enrollment of a student "would be based on the totality of the information from the documents being offered."

Kalicki recalled Mr. V. contacting him by telephone. His search of records located e-mail communications with Mr. V. on March 25 and 26, 2011. (See P-7.) To the best of his recollection, his telephone call with Mr. V. occurred "very near" the time that he received Mr. V.'s March 2011 e-mail; Mr. V. was then living in Piscataway; and Mr. V. felt aggrieved that Piscataway was claiming that his children had been improperly attending school in Piscataway. Kalicki had no recollection of Mr. V. mentioning an attempt of enrollment in Bridgewater. He also did not recall a telephone conversation with Mr. V. in the summer of 2010 in an attempt to enroll his children, and testified that "it's highly unlikely that [the] conversation occurred" because he then worked the school calendar and did not become a twelve-month employee until the summer of August 2015. There were summers where he would come in, usually in August, and his duties revolved around prepping for the upcoming school year. When asked whether he would have ever told a parent that their child could not be enrolled unless the parent had certain specific documents, such as a lease or a driver's license, Kalicki testified, "I would not require a family to present a certain document." Rather, he would advise the parent that the burden is on them to persuade him that they live in the district with whatever documents they have. Kalicki further explained that in the summer of 2010, the parent would have been required to go to the school that the parent sought enrollment in, and there were individuals in each school building over the summer that handled the registrations in 2010. After receiving the subpoena to testify, Kalicki went to all the schools in the district that served the address; he interviewed either a principal or the secretary who would handle registration; and no one could recall the family attempting to register.

LEGAL DISCUSSION

Public education must be provided free of charge to any person over five and under twenty years of age "who is domiciled within the school district." N.J.S.A. 18A:38-1(a); N.J.A.C. 6A:22-3.1(a). A student

is domiciled in a school district when he or she is the child of a parent or guardian whose domicile is located within the school district. N.J.A.C. 6A:22-3.1(a)(1). A "guardian" is defined as "a person to whom a court of competent jurisdiction has awarded guardianship or custody of a child . . . ." N.J.A.C. 6A:22-1.2. "Domicile" has been defined as "'the place where [a person] has his [or her] true, fixed, permanent home and principal establishment, and to which whenever he is absent, he has an intention of returning.'" D.L. v. Bd. of Educ. of Princeton Reg'l Sch. Dist., 366 N.J. Super. 269, 273–74 (App. Div. 2004) (citation omitted). The domicile of an unemancipated child is that of his or her parent, custodian, or guardian. P.B.K. ex rel. E.Y. v Bd. of Educ. of Tenafly, 343 N.J. Super. 419, 427 (App. Div. 2001).

A student is also eligible to attend a school district "if he or she is kept in the home of a person other than the student's parent or guardian, and the person is domiciled in the school district and is supporting the student without remuneration as if the student were his or her own child." N.J.A.C. 6A:22-3.2(a); see N.J.S.A. 18A:38-1(b)(1). In this situation, the child's parent or guardian must file with the secretary of the board a sworn statement, together with documentation to support its validity, that the parent or guardian "is not capable of supporting or providing care for the child due to a family or economic hardship and that the child is not residing with the resident of the district solely for the purpose of receiving a free public education within the district." N.J.S.A. 18A:38-1(b)(1); see N.J.A.C. 6A:22-3.2(a)(1)(i). The individual keeping the child must also file, if required by the board, a sworn statement that the individual "is domiciled within the district and is supporting the child gratis and will assume all personal obligations for the child relative to school requirements and that [the individual] intends so to keep and support the child gratuitously for a longer time than merely through the school term . . . ." N.J.S.A. 18A:38-1(b)(1); see N.J.A.C. 6A:22-3.2(a)(1)(ii); see also N.J.A.C. 6A:22-1.2 (defining an "affidavit student" as "a student attending, or seeking to attend, school in a school district pursuant to N.J.S.A. 18A:38-1.b and N.J.A.C. 6A:22-3.2(a).")

N.J.A.C. 6A:22-3.4 addresses "proof of eligibility" and sets forth various forms of documentation that a district shall accept from persons attempting to demonstrate a student's eligibility for enrollment in the school district. N.J.A.C. 6A:22-3.4(a). The regulation makes clear that a district may accept forms of documentation not specifically listed and "shall not exclude from consideration any documentation or information presented by an applicant." N.J.A.C. 6A:22-3.4(b). Rather, it "shall consider the totality of information and documentation offered by an applicant, and shall not deny enrollment based on failure to provide a particular form or subset of documents without regard to other evidence presented . . . ." N.J.A.C. 6A:22-3.4(c).

Should the superintendent or administrative principal of a school district find that the parent or guardian of a child who is attending the district's school is not domiciled within the district, or that the child is not kept in the home of another person domiciled within the district and supported by such person gratis, the superintendent or administrative principal of the district may apply to the board of education for the removal of the child. N.J.S.A. 18A:38-1(b)(2); see N.J.A.C. 6A:22-4.3. In such circumstances, the parent or guardian is entitled to a hearing before the board and, if in the board's judgment the parent or guardian

is not domiciled within the district or the child is not kept in the home of another domiciled within the district and supported gratis, the board may order the removal of the child from the school. N.J.S.A. 18A:38-1(b)(2). The parent or guardian may contest the board's decision before the Commissioner and is entitled to a hearing. Ibid.; see N.J.A.C. 6A:22-5.1. In the proceedings before the Commissioner, the parent or guardian bears the burden of proving, by a preponderance of the evidence, that the child is eligible for a free education under the statutory criteria. N.J.S.A. 18A:38-1(b)(2). If the evidence does not support the claim of the parent or guardian, the Commissioner "shall assess the parent or guardian tuition for the student prorated to the time of the student's ineligible attendance in the schools of the district." Ibid.; see N.J.A.C. 6A:22-6.2(a) (providing that the Commissioner may assess tuition for up to one year of a student's ineligible attendance in a school district). If no appeal to the Commissioner is filed following notice of the ineligibility determination, the board "may assess tuition for up to one year of a student's ineligible attendance" and, "[i]f the responsible party does not pay the tuition assessment, the district board of education may petition the Commissioner . . . for an order assessing tuition . . . ." N.J.A.C. 6A:22-6.1(a). Tuition is "computed on the basis of 1/180 of the total annual per pupil cost to the local district multiplied by the number of days of ineligible attendance . . . ." N.J.S.A. 18A:38-1(b)(2); see N.J.A.C. 6A:22-6.3(a) (providing that the tuition "shall be calculated on a per-student basis for the period of a student's ineligible enrollment, up to one year, by applicable grade/program category and consistent with the provisions of N.J.A.C. 6A:23A-17.1" and that "[t]he individual student's record of daily attendance shall not affect the calculation.").

ANALYSIS AND CONCLUSIONS

The pivotal issue presented is whether respondents' two children were eligible to attend the Piscataway schools during the period of September 3 to December 21, 2010, pursuant to the statutory and regulatory requirements. In proceedings before the Commissioner involving a dispute regarding a student's eligibility, the family bears the "burden of proof by a preponderance of the evidence that the child is eligible for a free education . . . ." N.J.S.A. 18A:38-1(b)(2). This forum has the duty to decide in favor of the party on whose side the weight of the evidence preponderates, and according to a reasonable probability of truth. Jackson v. Del., Lackawanna and W. R.R., 111 N.J.L. 487, 490 (E. & A. 1933). Evidence is said to preponderate "if it establishes 'the reasonable probability of the fact.'" Jaeger v. Elizabethtown Consol. Gas Co., 124 N.J.L. 420, 423 (Sup. Ct. 1940) (citation omitted). The evidence must "be such as to lead a reasonably cautious mind to the given conclusion." Bornstein v. Metro. Bottling Co., 26 N.J. 263, 275 (1958). Precisely what is needed to satisfy this burden necessarily must be judged on a case-by-case basis.

In undertaking this evaluation, it is necessary for me to assess the credibility of the witnesses for purposes of making factual findings as to the disputed facts. Credibility is the value that a finder of the facts gives to a witness's testimony. It requires an overall assessment of the witness's story in light of its rationality, internal consistency, and the manner in which it "hangs together" with the other evidence. Carbo v. United States, 314 F.2d 718, 749 (9th Cir. 1963). "Testimony to be believed must not only proceed from the mouth of a credible witness but must be credible in itself," in that "[i]t must be such as the common experience and observation of mankind can approve as probable in the circumstances." In re Perrone, 5 N.J. 514, 522 (1950). A fact finder "is free to weigh the evidence and to reject the testimony of a witness . . . when it is contrary to circumstances given in evidence or contains inherent improbabilities or contradictions which alone or in connection with other circumstances in evidence excite suspicion as to its truth." Id. at 521–22; see D'Amato by McPherson v. D'Amato, 305 N.J. Super. 109, 115 (App. Div. 1997). A trier of fact may reject testimony as "inherently incredible" and may also reject testimony when "it is inconsistent with other testimony or with common experience" or is "overborne" by the testimony of other witnesses. Congleton v. Pura-Tex Stone Corp., 53 N.J. Super. 282, 287 (App. Div. 1958). Similarly, "'[t]he interest, motive, bias, or prejudice of a witness may affect his credibility and justify the [trier of fact], whose province it is to pass upon the credibility of an interested witness, in disbelieving his testimony.'" State v. Salimone, 19 N.J. Super. 600, 608 (App. Div.), certif. denied, 10 N.J. 316 (1952) (citation omitted). The choice of rejecting the testimony of a witness, in whole or in part, rests with the trier and finder of the facts and must simply be a reasonable one. Renan Realty Corp. v. Dep't of Cmty. Affairs, 182 N.J. Super. 415, 421 (App. Div. 1981).

In judging the strength of the evidence and evaluating the credibility of the witnesses, I found the Board's witnesses, including Copeland and Rafferty, to be forthright and credible witnesses. They presented consistent and persuasive testimony as to pertinent facts, including admissions made by Mr. V. during the telephone call in the spring of 2011.

Succinctly stated, I found Mr. V.'s testimony to be riddled with inconsistencies, lacking internal consistency, inherently improbable, and not "hanging together" with, and discredited and overborne in significant respects by, other evidence in the record. A canvas of the totality of the evidence casts substantial doubt on the accuracy, reliability, and believability of Mr. V.'s version of the events. Mr. V. offered multiple conflicting accounts of his family's residential arrangements during 2010, including, for

example, when he began living at the Raritan apartment and when Mrs. V. and the children allegedly started living at, and left, the home of Mrs. V.'s mother. Although Mr. V. at times referred to the children staying at the apartment for only the summer, he also acknowledged that when the children began living at the apartment, he anticipated and was hoping that they would be living there and, toward that end, Mr. V. considered enrolling the children in the Bridgewater-Raritan school district. Apart from this, Mr. V.'s testimony was irreconcilable with the conflicting renditions that he had previously given to Ford and Copeland, whose testimony I found credible and probable. His testimony further conflicted with the advice shared by T.V. in December 2010 and his answers to interrogatories. Significantly, Mr. V. failed to call any other member of his family to corroborate his testimony or to refute the testimony of the Board's witnesses. And, the two witnesses that respondents did call (Kalicki and Ford) contradicted Mr. V.'s scenario.

Based upon a review of the testimony and documentary evidence presented, and having had the opportunity to assess the credibility of the witnesses, I **FIND** the following additional **FACTS**:

During Mr. V.'s meeting with Ford in December 2010, Mr. V. relayed that he and Mrs. V. had been living in an apartment in Raritan and that the children were living in Piscataway with Mrs. V.'s mother. No evidence suggests that the grandmother was the children's legal guardian pursuant to a court order or guardianship proceeding. The record is further bereft of any evidence that documentation was submitted to the school for the children's attendance pursuant to N.J.S.A. 18A:38-1(b)(1), including a sworn statement and documentation establishing that respondents were not capable of supporting or providing care for their children due to a family or economic hardship and that the children were not residing with Mrs. V.'s mother solely for the purpose of receiving a free public education within the District. Rather, according to the May 2010 Affidavit of Residency submitted to the District, the children as well as Mrs. V. were living with Mrs. V.'s mother. The credible evidence fails to demonstrate that Mr. V. spoke to Kalicki in the summer of 2010, that Mr. V. was told that his children were ineligible for enrollment in the Bridgewater-Raritan school district, or that Mr. V. ever applied to enroll the children in that district. In the spring of 2011, Mr. V. admitted to Copeland, which was overheard by Rafferty, that his family was living in Raritan during the fall of 2010.

Based upon a review of the totality of the evidence, I **CONCLUDE** that respondents failed to establish, by a preponderance of the credible evidence, that their children were eligible for a free education in Piscataway from September 3 to December 21, 2010. I **CONCLUDE** that respondents failed to establish, by a preponderance of the credible evidence, that during that four-month period respondents' children were domiciled in the Piscataway school district and living with a parent or guardian whose domicile was located within the District. I **CONCLUDE** that respondents failed to establish, by a preponderance of the credible evidence, that their children were eligible to attend the Piscataway schools during the disputed period pursuant to N.J.S.A. 18A:38-1(b)(1). Finally, I **CONCLUDE** that respondents failed to establish, by a preponderance of the credible evidence, that their children were eligible for a free education in Piscataway because they were homeless. The district of residence for a homeless child is responsible for the education of the homeless child. N.J.S.A. 18A:7B-12.1. "Homeless" is defined as "an individual who temporarily lacks

a fixed, regular and adequate residence." N.J.S.A. 18A:7B-12(c). Simply put, although the V. family may have been homeless after their eviction from the Stelton Road premises, Mrs. V. represented in the Affidavit of Residency that as of May 2010 she and her children were then living in her mother's home in Piscataway (whose address is listed on Mrs. V.'s driver's license). Further, according to Mr. V.'s own testimony, he was permitted to reside in the Raritan apartment with his children as of June 2010, the children began living at the apartment in June 2010, and Mr. V. anticipated and was hoping that they would continue to live with him at the apartment. In other words, the children did not lack a fixed, regular, and adequate residence and, therefore, were not homeless.[6]

In view of the foregoing, I **CONCLUDE** that the Board is entitled to tuition reimbursement for the period of T.V.'s and N.V.'s ineligible attendance at the District's schools. Rafferty addressed the calculation of tuition as set forth in P-8.[7] The certified New Jersey Department of Education annual cost-per-pupil tuition rate that year for grades six to eight was $11,038, or $61.32 per day (i.e., $11,038 divided by 180). (See P-8.)[8] The children's ineligible attendance was for a total period of 72 days (i.e., 19 days in September, 21 days in October, 15 days in November, and 17 days in December). The tuition cost for both children equals $8,830.08 (i.e., 72 x $61.32 x 2). I **CONCLUDE** that the Board has sustained its burden of proving its entitlement to tuition reimbursement in the amount of $8,830.08.

ORDER

I **ORDER** that the Board's application for tuition reimbursement in the amount of $8,830.08 be and hereby is **GRANTED**. I further **ORDER** that respondents pay to the Board tuition in the amount of $8,830.08.

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

[6] The decision of the Appellate Division and respondents' answer in the Law Division matter do not reveal any asserted claim of homelessness on behalf of respondents.
[7] It is observed that the transcript of Rafferty's testimony on February 20, 2018, does not include the end of her testimony on that date, which is captured on the audio and addressed the tuition issue.
[8] Although one or both children were special education students, the rate used by the Board was for regular education students.

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.

March 16, 2020
DATE

MARGARET M. MONACO, ALJ

Date Received at Agency: ________________

Date Mailed to Parties: ________________

jb

APPENDIX

List of Witnesses

For Petitioner:

Robert Copeland

Diane Janson

Mary Juffey

Allyson Brown

Teresa Rafferty

For Respondent:

A.V.

Walter Kalicki

David Ford

List of Exhibits in Evidence

For Petitioner:

P-1 Affidavit of Residency dated May 14, 2010, and attachments

P-2 No exhibit admitted in evidence

P-3 No exhibit admitted in evidence

P-4 Respondent's Answers to Interrogatories

P-5 Warrant of Removal

P-6 Motel 6 documentation

P-7 E-mails between Walter Kalicki and A.V. dated March 25 and 26, 2011, and letter from A.V. to whom it may concern

P-8 Back tuition calculation and memorandum dated February 15, 2012

For Respondent:

R-1 Letters to respondents dated February 15, 2011, June 12, 2012, and July 12, 2012, and copy of envelope

R-2 Summons and Verified Complaints

R-3 Extended Stay Hotel documentation

R-4 Apartment Lease—Employee Lease and Employee Occupancy Addendum

R-5 Memorandum from Linda McMurray and David Marconi to A.V dated September 31, 2010

R-6 Memorandum from Linda McMurray and David Marconi to A.V. dated September 2, 2010

R-7 Notice to Quit dated October 6, 2010

R-8 Letter from Jennifer L. Alexander, Esq. to A.V. dated October 6, 2010

R-9 Summons dated October 20, 2010

R-10 Verified Complaint dated October 13, 2010

R-11 Warrant of Removal dated December 8, 2010

R-12 Consent to Enter Judgment for Possession dated November 5, 2010

R-13 Notification of Verification—Food Stamp Program dated December 28, 2010

R-14 Residential Lease dated January 15, 2011

R-15 Pay stub

R-16 Summons and Verified Complaint

R-17 Summons and Homelessness Prevention Program documentation

R-18 Motel 6 and Extended Stay documentation

R-19 Facsimile to A.V. dated February 25, 2014, and copy of check

R-20 Letter from Meghan Patel to respondents dated September 25, 2009

R-21 Letter from Diane Janson to respondents dated September 10, 2009

R-22 Letter from Piscataway Transportation Staff dated December 16, 2009

R-23 Letter from A.V. to Ms. Rafferty dated December 10, 2009

R-24 Warrant of Removal and Motel 6 documentation

R-25 E-mail from David Marconi dated May 11, 2013

R-26 Affidavit Renewal Letter dated June 17, 2010

R-27 Packet of documents

R-28 Excerpt of transcript

R-29 Affidavit Renewal Letter dated June 17, 2010

R-30 Medical and disability related documents