

New Jersey Commissioner of Education
Final Decision

Mellk Cridge, LLC,

Petitioner,

v.

Board of Education of the City of New Brunswick,
Middlesex County,

Respondent.

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

Petitioner served as legal counsel to an employee of the New Brunswick Board of Education (Board) who was investigated by the New Jersey Department of Children and Families, Institutional Abuse Investigation Unit (IAIU). Petitioner sought indemnification of its legal fees and costs from the Board, pursuant to *N.J.S.A. 18A:16-6*. Following cross-motions for summary decision, the Administrative Law Judge (ALJ) concluded that petitioner's claim failed because it had not notified the Board of the indemnification request within a reasonable period of time after learning of the charges against the employee. Accordingly, the ALJ granted the Board's motion for summary decision.

In its exceptions, petitioner argues that the ALJ imposed a *de facto* statute of limitations for indemnification requests, without having the authority to do so. Petitioner also contends that the ALJ's decision would require employees under IAIU investigation to seek indemnification before their

claims accrued. Finally, according to petitioner, it would be impossible for the Board to take all the steps necessary to assign counsel to an employee before an IAIU investigation concluded, such that requiring notice to the Board would leave the employee without the benefit of legal counsel during the course of the IAIU investigation.

The Board argues that the ALJ properly found that petitioner did not provide the Board timely notice of the indemnification request.¹

Upon review, the Commissioner concurs with the ALJ that petitioner failed to give the Board reasonable notice of its indemnification request, for the reasons detailed in the Initial Decision. An employee seeking reimbursement from a board of education pursuant to *N.J.S.A. 18A:16-6* “cannot wait until the action is completed and must provide the school board with reasonable notice after the initiation of the proceeding.” *Azzaro v. Bd. of Educ. of the City of Trenton*, 477 N.J. Super. 427, 432 (App. Div. 2023). The Commissioner concludes that petitioner’s delay in requesting indemnification until after the conclusion of the IAIU investigation was not reasonable.

The Commissioner does not find petitioner’s exceptions persuasive. While IAIU timelines are shorter than those that may be involved in civil litigation, in this matter, the record demonstrates that the allegations were referred to the IAIU on or about October 27, 2022, and the IAIU issued a determination that they were unfounded on January 2, 2023. Petitioner’s assertion that the Board would have been unable to review an indemnification request and assign counsel to the employee within that period of time is speculative and not supported by anything in the record. The Commissioner declines to accept petitioner’s assumption, particularly when petitioner’s failure to

¹ Additionally, the Board took exception to the ALJ’s conclusion that *N.J.S.A. 18A:16-6* applies to IAIU investigations. Because the decision herein was made on other grounds, the Commissioner does not reach this issue.

give the Board notice deprived the Board of any opportunity to demonstrate that it could complete those steps in a timely manner.

Furthermore, even if petitioner is correct that the Board could not have assigned counsel before the IAIU investigation was concluded, the Board's response to the request for indemnification is irrelevant; what *Azzaro* holds is that the party seeking indemnification must make the request within a reasonable time of learning about the charges. *Id.* at 442-443. Indeed, the Appellate Division specifically noted that it was aware that a board of education may deny an employee's indemnification request, but "the fact that the Board may have declined petitioners' request for defense costs is not a basis to refrain from requesting defense and indemnification under *N.J.S.A. 18A:16-6*." *Id.* at 441. Similarly, the Commissioner concludes that, here, the fact that the board may have failed to respond to petitioner's request – either quickly or at all – was not a basis to refrain from requesting defense and indemnification.

Contrary to petitioner's assertion, the ALJ did not create an immediate notice requirement that is applicable in all circumstances, or a *de facto* statute of limitations. Citing to *Azzaro*, the ALJ acknowledged that what constitutes reasonable notice is a fact-specific inquiry, and she found that immediate notice would have been reasonable under the circumstances present in this matter. The ALJ noted that the IAIU did not interview the employee until December 2, 2022, almost a month after petitioner began to represent him. The Commissioner finds that petitioner could have made an indemnification request at any point during that time. Furthermore, even if the Commissioner were to reject the "immediate" notice that the ALJ found reasonable here, the fact remains that the investigation continued for more than two months after the allegation was referred to the IAIU. The Commissioner concludes that petitioner's failure to make its indemnification request during that

period was unreasonable, and it was further compounded by petitioner's failure to request indemnification for more than three weeks after the investigation was completed.

Finally, the Commissioner rejects petitioner's argument that its claim did not accrue until the IAIU issued its finding that the allegations were unfounded. The Appellate Division rejected a similar ripeness argument in *Azzaro*, concluding that "unlike *N.J.S.A. 18A:16-6.1*, which requires an employee to wait until the dismissal of a criminal action to seek reimbursement of legal fees, *N.J.S.A. 18A:16-6* has no such requirement." *Id.* at 441. Moreover, the Appellate Division concluded that if the board of education denied the employee's indemnification request because it had determined that her actions were outside the scope of her employment, the employee could have challenged that determination; nonetheless, the employee was "obligated to request the Board to provide defense costs even if the request may have initially been rejected." *Ibid.*

Accordingly, the Initial Decision is adopted as the final decision in this matter, and the petition of appeal is hereby dismissed.

IT IS SO ORDERED.²


COMMISSIONER OF EDUCATION

Date of Decision: June 27, 2025
Date of Mailing: June 30, 2025

² 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 04455-23

AGENCY DKT. NO. 114-4/23

MELLK CRIDGE, LLC,

Petitioner,

v.

CITY OF NEW BRUNSWICK

BOARD OF EDUCATION,

MIDDLESEX COUNTY,

Respondent.

Edward A. Cridge, Esq., for petitioner (Mellk Cridge, LLC, attorneys)

George F. Hendricks, Esq., for respondent (Hendricks & Hendricks, LLC,
attorneys)

Record closed: February 3, 2025

Decided: April 10, 2025

BEFORE **JUDITH LIEBERMAN, ALJ:**

STATEMENT OF THE CASE

Petitioner, law firm Mellk Cridge LLC, seeks indemnification from respondent City of New Brunswick Board of Education ("Board"), pursuant to N.J.S.A. 18:16-6, for costs

and fees associated with its representation of an employee of respondent who was the subject of an investigation by the Department of Children and Families, Institutional Abuse Investigation Unit (“IAIU”). The parties filed cross-motions for summary decision.

Petitioner contends that it is entitled to be indemnified because the employee’s conduct was within the scope of their employment. It also contends that it did not violate the “reasonable notice” requirement established by Azzaro v. Bd. of Educ. of Trenton, 477 N.J. Super. 427 (App. Div. 2023), certif. denied, 258 N.J. 438 (2024), because it could not have requested indemnification from respondent until after the IAIU matter concluded.

Respondent contends that petitioner is ineligible for indemnification because it did not provide timely notice to respondent of its intent to request representation or indemnification. It also contends that N.J.S.A. 18A:16-6 does not authorize indemnification of attorney fees and costs incurred with respect to an IAIU investigation.

PROCEDURAL HISTORY

The Department of Education transmitted this matter to the Office of Administrative Law (“OAL”), where it was filed on May 18, 2023, as a contested case pursuant to N.J.S.A. 52:14B-1 to N.J.S.A. 52:14B-15 and N.J.S.A. 52:14F-1 to N.J.S.A. 52:14F-13. Orders of Inactivity were issued on August 1, 2023, February 15, 2024, and August 26, 2024, pending the disposition of Azzaro v. Bd. of Educ. of Trenton, 477 N.J. Super. 427 (App. Div. 2023), certif. denied, 258 N.J. 438 (2024), because the issue presented in that case is substantially similar to an issue presented here. The August 26, 2024, Order of Inactivity was lifted after the Supreme Court denied certification of the Appellate Division’s decision in Azzaro. The parties filed their cross-motions for summary decision on February 3, 2025, and the record for the motions closed that day.

Respondent also filed a motion to consolidate this matter with Melk Cridge, LLC v. Borough of Sayreville Bd. of Educ., Middlesex County, OAL Dkt. No. EDU 09083-22.¹

¹ Respondent did not seek leave to file this motion.

FACTUAL DISCUSSION

The parties stipulated to the following, which I **FIND** as **FACT**.

1. At all times relevant to this matter, A.F. was employed by the Board as a non-tenured, certified teaching staff member.
2. In connection with and arising out of his employment with the Board, A.F. was the subject of an investigation (“A.F. Investigation”) conducted by the IAIU.
3. The A.F. Investigation was conducted pursuant to N.J.A.C. 3A:10-1.1 to -8.5, Child Protection Investigations. It addressed allegations of abuse of one of the Board’s students by A.F.
4. As a result of the investigation, Mellk Cridge LLC was assigned by A.F.’s union, the New Jersey Education Association, to represent and defend A.F. Accordingly, Mellk Cridge LLC represented A.F. before the IAIU throughout the investigatory process.
5. At the conclusion of the A.F. Investigation, the IAIU determined that the allegations of abuse/neglect against A.F. were “Unfounded, pursuant to N.J.A.C. 3A:10-7.3(c)(4).”
6. The Board reported the allegations against A.F. to the IAIU on or about October 27, 2022. The IAIU conducted its investigation into A.F. in November and December 2022. The IAIU issued its Findings Letter, concluding its investigation, on January 2, 2023. J-B.
7. The legal services that petitioner provided to A.F. in connection with the A.F. Investigation, which are the subject of petitioner’s petition, were performed between November 8, 2022, and December 20, 2022.

8. Petitioner's records, included in their January 27, 2023, correspondence to Board counsel, report that the IAIU interviewed A.F. on December 2, 2022. J-C at 2.
9. Petitioner first made its claim to respondent for reimbursement of the costs and fees associated with the A.F. Investigation, pursuant to N.J.S.A. 18A:16-6, by way of a letter sent to the Board's counsel on or about January 27, 2023. J-C.
10. Prior to January 27, 2023, petitioner did not demand that the Board assign counsel to A.F. to represent A.F. in connection with the A.F. Investigation, nor did petitioner notify the Board that it would make any claim for legal fees for its representation of A.F. in connection with the A.F. Investigation.
11. Prior to January 27, 2023, A.F. did not request that the Board assign counsel to represent him in connection with the A.F. Investigation, nor did A.F. notify the Board that petitioner would be making any claim for legal fees in connection with the A.F. Investigation.
12. The Board had meetings on November 15, 2022, December 10, 2022, and January 24, 2023.
13. By correspondence dated February 2, 2023, the Board, by and through its counsel, declined to pay to petitioner the costs and fees sought by petitioner in connection with the A.F. Investigation. J-D.

LEGAL ANALYSIS AND CONCLUSION

Consolidation

Respondent seeks to consolidate this matter with Mellk Cridge, LLC v. Borough of Sayreville Bd. of Educ., Middlesex Cnty., OAL Dkt. No. EDU 09083-22, because the cases present similar facts and legal issues, including whether N.J.S.A. 18A:16-6 applies to an "unfounded" IAIU investigation. Sayreville is currently pending before me, and the

parties have filed cross-motions for summary judgment. In that case, the respondent previously filed a motion to dismiss that argued, in part, that the indemnification statute did not apply to IAIU investigations. On May 2, 2023, I denied the motion, and on June 1, 2023, the acting commissioner denied respondent's request for interlocutory review. Thus, there is not full commonality of issues between the two cases, and the motion to consolidate is denied.

Summary Decision Standard of Review

Summary decision is appropriate when there is no genuine issue as to any material fact. Brill v. Guardian Life Ins. Co. of Am., 142 N.J. 520, 540 (1995). 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." Ibid. The facts relied upon by both parties concerning the initiation of the IAIU investigation, petitioner's representation of A.F., the IAIU's findings, and petitioner's communication with respondent concerning indemnification are not in dispute. Summary decision is, therefore, appropriate.

Indemnification

"Under the civil indemnification statute, N.J.S.A. 18A:16-6, a board of education employee may be indemnified for attorney's fees and costs incurred defending civil actions arising out of an act or omission that took place in the course and scope of employment duties." L.A. v. Bd. of Educ., City of Trenton of Mercer Cnty., 221 N.J. 192, 201–202 (2015). N.J.S.A. 18A:16-6 provides:

Whenever any civil or administrative action or other legal proceeding has been or shall be brought against any person holding any office, position or employment under the jurisdiction of any board of education, including any student teacher or person assigned to other professional pre-teaching field experience, for any act or omission arising out of and in the course of the performance of the duties of such office,

position, employment or student teaching or other assignment to professional field experience, the board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom; provided that

- a. no employee shall be entitled to be held harmless or have his defense costs defrayed in a disciplinary proceeding instituted against him by the board or when the employee is appealing an action taken by the board; and
- b. indemnification for exemplary or punitive damages shall not be mandated and shall be governed by the standards and procedures set forth in N.J.S. 59:10-4.

Any board of education may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses.

In Bower v. Bd. of Educ., 149 N.J. 416 (1997), the Supreme Court addressed the statutory prerequisite. It held that the statute requires “mere proof by a preponderance of the evidence that the act on which the charges are predicated arose out of and in the course of performance of the duties of employment.” Id. at 434. See also Waters v. Bd. of Educ. of Toms River, 2011 N.J. Super. Unpub. LEXIS 3083, *12 (December 22, 2011). (“In the context of the defense of a civil action, the outcome of the litigation is irrelevant, the statute protects both successful and unsuccessful litigants as long as” the cause of action arose out of the performance of the employee’s duties and occurred in the performance of the duties.) (citing Lonky v. Bd. of Educ. of Bayonne, OAL Dkt. No. EDU 07205-05, final decision, (July 7, 2008) (slip op. at 3), <http://lawlibrary.rutgers.edu/oal/search.shtml>).²

Covered Proceeding

Respondent contends that an IAIU investigation that results in a finding of “unfounded” is not an administrative action covered by N.J.S.A. 18A:16-6. Instead, it was

² Unpublished Appellate Division and administrative decisions are not precedential. They are offered in this Initial Decision because they provide relevant guidance.

a procedural action that resulted in an “unpublished and private result.” Resp. Br. at 6. It notes that it would be exceedingly burdensome on boards of education if these actions were subject to the indemnification provision of N.J.S.A. 18A:16-6, as there are many such investigations that result in “unfounded” findings. However, if an IAIU investigation determined that the school employee abused or neglected a student, “with ensuing charges resulting in civil, administrative or other legal action,” it would “fully acknowledge its obligation to retain counsel on behalf of the employee.” *Id.* at 6. Petitioner, conversely, argues that these investigations are covered by the statute.

N.J.S.A. 18A:16-6 originally applied to only civil or criminal actions. In 2001, it was amended to include “administrative action[s] or other legal proceeding.” The legislative committees that considered and approved the legislation expressly stated their intention to broaden the application of the statute. The Assembly Education and Appropriations Committees and the Senate Education Committee each wrote in their committee statements that the amendment was intended to “expand the indemnification presently provided under the statute[] . . . to school board employees.” (Committee statements to A1755 (October 16, 2000, November 9, 2000, and February 26, 2001)) (emphasis added).³

The Supreme Court addressed “administrative action” and observed that “[i]nformal agency action includes investigating, publicizing, planning, and supervising a

³ At the same time, the Legislature amended the statute to specifically exclude certain matters from indemnification:

- a. no employee shall be entitled to be held harmless or have his defense costs defrayed in a disciplinary proceeding instituted against him by the board or when the employee is appealing an action taken by the board; and
- b. indemnification for exemplary or punitive damages shall not be mandated and shall be governed by the standards and procedures set forth in N.J.S. 59:10-4.

[N.J.S.A. 18A:16-6.]

It is reasonable to conclude that, had the Legislature wished to exclude investigations, it would have done so expressly. See Wolverine Flagship Fund Trading Ltd. v. American Oriental Bioengineering, Inc., 444 N.J. Super. 530, 535 (App. Div. 2016), certif. den., 227 N.J. 149 (2016) (“explicitly naming one or more things implies the exclusion of all other things”).

regulated industry.” In re Request for Solid Waste Util. Customer Lists, 106 N.J. 508, 519 (1987) (citation omitted). See also In re Atty. Gen. Law Enforcement Directive Nos. 2020-5 and 2020-6, 246 N.J. 462, 490 (2021) (“agencies can also act in a hybrid manner, with features of rulemaking and adjudication, or in an informal fashion, without a hearing”) (citation omitted). Thus, it would appear that an IAUA investigation of a school employee would at least fall into the category of “other legal proceeding.”

Furthermore, an IAUA investigation can result in or ultimately be related to a civil action. The school employee in L.A. v. Bd. of Educ. of City of Trenton, Mercer Cnty., 221 N.J. 192 (2015) was charged criminally with having engaged in unlawful sexual conduct with two minor students. After he pled guilty to some of the charges and the remaining charges were dismissed, a civil action was filed against him. On appeal, the Supreme Court addressed the facts that should have been considered when determining whether his acts occurred within the scope of his employment duties. Among the relevant considerations was the evidence taken from the IAIU report, which substantiated the allegations. The Court wrote:

We note that the IAIU report, being investigative in nature, is distinguishable from an adjudicatory finding. In re R.P., 333 N.J. Super. 105, 116–17, 754 A.2d 615 (App. Div.2000). However, the report could have been offered into evidence at a hearing with the testimony of the DCF investigator, which would have afforded L.A. “an opportunity to cross-examine the investigator and other witnesses [offered] and to present evidence to rebut the charge.” Id. at 117, 754 A.2d 615.

[221 N.J. at 205.]

Thus, an IAIU investigation can be closely linked to, and supportive of, future legal action against a school employee. Indeed, the Commissioner has determined that an “IAUA investigation, and the results thereof, were an integral part of the successful defense of the criminal complaint against” a school employee. Greene v. Bd. of Educ., EDU 04772-12, final decision, (March 20, 2014), https://njlaw.rutgers.edu/collections/oal/final/edu04772-12_1.html). For this reason, the Commissioner found that “the hours devoted to the IAIU investigation were part and

parcel of the [law] firm's efforts in defense of the criminal complaint" and, thus, were properly considered when addressing indemnification of legal fees. Ibid.

While Greene is distinguishable from this case because criminal charges were filed against the school employee in that case, the central principle, that an IAIU investigation can be an "integral part of the successful defense" of a criminal complaint, is instructive. Ibid. A successful defense of an investigation may contribute to the defense or prevention of future criminal or civil charges. The Board should not be able to evade reimbursement merely because charges have not been filed during or after the investigation. For the foregoing reasons, I **CONCLUDE** that N.J.S.A. 18A:16-6 applies to IAIU investigations.

Statutory Prerequisite

As discussed above, for a party to be entitled to indemnification, there must be a showing that the actions that are the subject of the underlying action arose out of the scope of the employee's work duties. Petitioner asserts that this has been demonstrated because the IAIU determined that accusations against A.F. were unfounded.⁴

"Unfounded" means that "there is not a preponderance of the evidence indicating that a child is an abused or neglected child . . . and the evidence indicates that a child was not harmed or placed at a risk of harm." N.J.A.C. 3A:10-7.3(c)(4). There is no evidence in the record concerning A.F.'s actions other than the determination that the allegations against him were unfounded. As there is no evidence in the record demonstrating wrongdoing by A.F. or that he engaged in acts outside the scope of his duties, the undisputed evidence supports the conclusion that he was acting within the scope of his duties at the relevant time.

Reasonable Notice Requirement

Parties seeking reimbursement from a board of education pursuant to N.J.S.A. 18A:16-6 must act "within a reasonable period of time after learning of the charges . . . to

⁴ Respondent did not address this issue.

put the Board on notice of [their] request for defense costs.” Azzaro, 477 N.J. Super. at 444. The court did not establish a bright-line rule concerning the timing of the notice. Rather, “[w]hat constitutes a reasonable time may be a fact-specific inquiry in certain cases.” Ibid.⁵ The underlying principle is that the employer should at least be aware of the possibility of costs: it “should have some control over costs, and at least be in a position to know in advance what those costs will be.” Id. at 442, n.7 (quoting Edison v. Mezzacca, 147 N.J. Super. 9, 15 (App. Div. 1977)).

In so holding, the court directed employees and their counsel to not prejudice the outcome. Instead, they should allow boards of education to evaluate their ability and willingness to provide representation and offer alternatives if they decide they cannot provide representation at the time of the request. By way of example, the prospect of a conflict of interest between the employee and the board of education does not justify withholding notice. Rather, the Azzaro court recognized that, if there is a perceived or actual conflict, a board could opt to assign outside counsel or “come to an agreement with counsel of [petitioner’s] choosing . . . and the costs thereof.” Id. at 442 (quoting Edison, 147 N.J. Super. at 15). See also A.B. v. Montville Bd. of Educ., 2012 N.J. Super. Unpub. LEXIS 1086 (App. Div. 2012) (in which a school board told its employee that it would ask its insurance carrier about representation but also recommended that the employee seek representation through the NJEA; the NJEA retained counsel through its insurance carrier and paid the costs and fees of the employee’s defense; the board was later required to reimburse NJEA’s legal fees and costs).

Petitioner argues that it could not have notified the Board sooner because the investigation proceeded rapidly, and it would have been impossible for the Board to receive and consider its request in time. Petitioner is correct that the regulations governing IAIU investigations demand that they start and end quickly. The investigation of a report of abuse must start “no later than the end of the work day or within 24 hours of the State Central Registry representative determining the time frame,” and findings must be made within sixty days of the abuse report being received at the Registry.

⁵ In Azzaro, the parties seeking indemnification did not request indemnification until after the underlying litigation of an Order to Show Cause that was issued by the State Board of Education was concluded. That matter spanned twelve years.

N.J.A.C. 3A:10-2.2(a), N.J.A.C. 3A:10-7.3(b). However, petitioner asserts, without citing authority for its position, that the subject of an IAIU investigation cannot unilaterally extend the investigatory timeline to secure counsel, and if the agency is unable to “obtain a statement/information from the subject” within the required timeframe, it “may simply conclude the investigation without that person’s input.” Pet’r’s Br. at 8.⁶

Notwithstanding the rapid timeline for IAIU investigations, as Azzaro explained, petitioner was not obligated to predict the Board’s capacity and willingness to address a request for representation. Instead, petitioner’s obligation was merely to notify the Board that it sought representation or indemnification. If the Board were unable to respond to the request in a timely manner, it would have at least been on notice that it would be asked to pay petitioner’s fees and costs when the investigation was finished.

Here, given petitioner’s expectation that the IAIU investigation would proceed rapidly, it would have been reasonable for petitioner⁷ to notify respondent immediately. However, according to petitioner’s account of its work on behalf of A.F., IAIU did not meet with A.F. until December 2, 2022, almost a month after petitioner began to represent him. This calls into question the rationale for the delayed notice. Nonetheless, while petitioner’s request for indemnification was made only twenty-four days after the IAIU issued its findings letter, which closed its investigation, petitioner has not demonstrated why it was reasonable to wait until the investigation was over to request indemnification. For these reasons, I **CONCLUDE** that petitioner has not demonstrated that its delay was reasonable, and therefore, it is not entitled to the relief it seeks from respondent.

⁶ Rather, the regulations contemplate that the investigatory body may extend its investigation under certain circumstances. See N.J.A.C. 3A:10-7.3(b) (while findings shall be made within sixty days, this deadline may be extended “for good cause approved by the office manager or designee. The office manager or designee may grant extensions in increments of 30 days, if the child protective investigator is continuing efforts to confirm credible information”).

⁷ Or A.F.

ORDER

I **ORDER** that respondent's cross-motion for summary decision is **GRANTED** and petitioner's cross-motion for summary decision is **DENIED**.

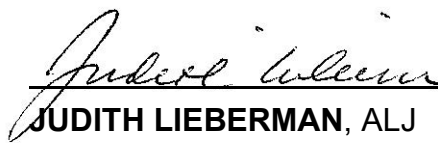
I hereby **FILE** this initial decision with the **COMMISSIONER OF THE DEPARTMENT OF EDUCATION** for consideration.

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 Acting 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**. Exceptions may be filed by email to ControversiesDisputesFilings@doe.nj.gov or by mail to **Office of Controversies and Disputes, 100 Riverview Plaza, 4th Floor, PO Box 500, Trenton, New Jersey 08625-0500**. A copy of any exceptions must be sent to the judge and to the other parties.

April 10, 2025

DATE


JUDITH LIEBERMAN, ALJ

Date Received at Agency:

Date Mailed to Parties:

JL/mg

APPENDIX

Joint Exhibits:

- J-A Stipulation of Facts
- J-B IAIU Findings Letter, January 3, 2023
- J-C Petitioner's claim for reimbursement, January 27, 2023
- J-D Letter to petitioner, February 2, 2023
- J-E District Policy, re: Reporting Potentially Missing or Abused Children

For petitioner:

- Brief in support of motion for summary decision, February 3, 2025
- P-B Order Denying Motion to Dismiss May 2, 2023

For respondent:

- Brief in support of cross-motion for summary decision, February 3, 2025