

352-25E
OAL Dkt. No. EDU 10184-25
Agency Dkt. No. 173-6/25

New Jersey Commissioner of Education
Order on Emergent Relief

Christine Wells,

Petitioner,

v.

Board of Education of the Mercer County Special
Services School District, Mercer County,

Respondent.

The record of this emergent matter, the sound recording of the hearing held at the Office of Administrative Law (OAL), and the recommended Order of the Administrative Law Judge (ALJ) have been reviewed and considered.

Upon review, the Commissioner concurs with the ALJ that petitioner has failed to demonstrate entitlement to emergent relief pursuant to the standards enunciated in *Crowe v. DeGioia*, 90 N.J. 126, 132-34 (1982), and codified at N.J.A.C. 6A:3-1.6.

Accordingly, the recommended Order denying petitioner's application for emergent relief is adopted for the reasons stated therein. This matter shall continue at the OAL with such proceedings as the parties and the ALJ deem necessary to bring it to closure.

IT IS SO ORDERED.


COMMISSIONER OF EDUCATION

Date of Decision: July 11, 2025
Date of Mailing: July 14, 2025



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

ORDER DENYING

EMERGENCY RELIEF

OAL DKT. NO. EDU 10184-25

AGENCY DKT. NO. 173-6/25

CHRISTINE WELLS,

Petitioner,

v.

**BOARD OF EDUCATION OF THE
MERCER COUNTY SPECIAL SERVICES
SCHOOL DISTRICT, MERCER COUNTY,**
Respondent.

Christine Wells, appearing pro se

Geoffrey Stark, Esq., appearing for respondent (Capehart & Scatchard, attorneys)

BEFORE **KIM C. BELIN**, ALJ:

STATEMENT OF THE CASE

By request for emergent relief, petitioner Christine Wells (petitioner or Wells) challenges the decision of the respondent, the Mercer County Special Services School District (MCSSSD or respondent), to non-renew her contract. Is the petitioner entitled to emergent relief and immediate return to her former position? No, N.J.A.C. 6A:3-1.6(b) requires proof of irreparable harm, which is not present in this case.

PROCEDURAL HISTORY

On May 2, 2025, the petitioner received notice that she was being placed on administrative leave. On May 28, 2025, the petitioner filed a petition of appeal challenging respondent's decision to non-renew her contract. The director of the Office of Controversies and Disputes within the Department of Education transmitted the petition and motion for emergent relief to the Office of Administrative Law (OAL), where it was filed on June 10, 2025. N.J.S.A. 52:14B-1 to -15; N.J.S.A. 52:14F-1 to -13; N.J.A.C. 1:1-8.2. Oral argument was held on June 16, 2025, and the record on the motion for emergent relief closed on that date.

FINDINGS OF FACT

The following **FACTS** are undisputed, and I therefore **FIND**:

The petitioner was hired as assistant transportation coordinator on June 1, 2019. She is employed under annual employment contracts from July through June, and the contract for the 2024-25 school year expires on June 30, 2025. (R-1.) The petitioner serves in a twelve-month, non-affiliated position. (Ibid.)

On April 15, 2025, the petitioner was presented with a letter notifying her that her employment contract would not be renewed for the 2025-26 school year.¹ (R-2.) On May 2, 2025, she was notified that she was placed on administrative leave immediately and not permitted to return to the school. (P-2.)

On May 28, 2025, the petitioner filed for emergent relief.

The collective bargaining agreement between the MCSSSD and the Mercer County Special Services Support Staff Association, effective July 1, 2022, through June 30, 2025, covers all "full-time salaried, part-time salaried, full-time hourly and part-time

¹ The letter is dated April 14, 2025, and is unsigned.

hourly cleaning, clerical, custodial, grounds person, [and] transportation employees of the school district” but excludes the transportation coordinators. (R-4.)

DISCUSSION AND CONCLUSIONS OF LAW

Emergent Relief

The regulations governing controversies and disputes before the Commissioner of Education provide that “[w]here the subject matter of the controversy is a particular course of action by a district board of education . . . , the petitioner may include with the petition of appeal, a separate motion for emergent relief or a stay of that action pending the Commissioner’s final decision in the contested case.” N.J.A.C. 6A:3-1.6(a). The regulations further provide that the Commissioner may “[t]ransmit the motion to the OAL for immediate hearing on the motion.” N.J.A.C. 6A:3-1.6(c)(3).

At such a hearing, a petitioner must show that the following four standards are met:

1. The petitioner will suffer irreparable harm if the requested relief is not granted;
2. The legal right underlying petitioner’s claim is settled;
3. The petitioner has a likelihood of prevailing on the merits of the underlying claim; and
4. When the equities and interests of the parties are balanced, the petitioner will suffer greater harm than the respondent will suffer if the requested relief is not granted.

[N.J.A.C. 6A:3-1.6(b) (citing Crowe v. DeGioia, 90 N.J. 126 (1982)).]

Thus, the purpose of emergent relief is “to ‘prevent some threatening, irreparable mischief, which should be averted until opportunity is afforded for a full and deliberate investigation of the case.’” Crowe, 90 N.J. at 132 (quoting Thompson ex rel. Bd. of Chosen Freeholders v. Paterson, 9 N.J. Eq. 624, 625 (E. & A. 1854)). The petitioner has the burden of establishing all the above requirements in order to warrant relief in their

favor and must prove each of these Crowe elements “clearly and convincingly.” Waste Mgmt. of N.J. v. Union Cnty. Utils. Auth., 399 N.J. Super. 508, 520 (App. Div. 2008); D.I. & S.I. ex rel. T.I. v. Monroe Twp. Bd. of Educ., 2017 N.J. AGEN LEXIS 814 at *7.

It is well settled that injunctive relief should not be granted except “when necessary to prevent irreparable harm.” Crowe, 90 N.J. at 132. In this regard, harm is generally considered irreparable if it cannot be adequately redressed by monetary damages. Id. at 132-33. Moreover, the harm must be substantial and immediate. Judice’s Sunshine Pontiac, Inc. v. Gen. Motors Corp., 418 F. Supp. 1212, 1218 (D.N.J. 1976). More than a risk of irreparable harm must be demonstrated. Cont’l Grp., Inc. v. Amoco Chems. Corp., 614 F.2d 351, 359 (D.N.J. 1980). “In certain circumstances, severe personal inconvenience can constitute irreparable injury justifying issuance of injunctive relief. Hodge v. Giese, 43 N.J. Eq. 342, 350 (Ch. 1887) (one tenant temporarily granted right to enter other tenant’s premises to service heater).” Crowe, 90 N.J. at 134.

Here, Wells asserts that she will suffer irreparable harm if her employment is not reinstated because she cares for a disabled spouse and is the sole source of income and health benefits for her family. Specifically, she asserts that her medical benefits provide life-sustaining medical insurance for her family, and the loss of income and benefits would cause emotional distress. Undoubtedly, the loss of income and health benefits would indeed be stressful for any family. However, counsel for the respondent stated at oral argument that the petitioner would have the ability to apply for continued health insurance coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA). COBRA allows the continuation of health benefits for workers and families who have lost health benefits due to job loss, reduction in work hours, death, divorce, or separation.²

Thus, the petitioner would still have access to the insurance coverage she had with the respondent. In addition, the petitioner would not be precluded from applying for unemployment benefits to temporarily replace a portion of her income. While this tribunal recognizes the petitioner’s urgency in resolving this matter, the relief requested by the

² Department of Labor, Continuation of Health Coverage, located at: <https://www.dol.gov/general/topic/health-plans/cobra#:~:text=The%20Consolidated%20Omnibus%20Budget%20Reconciliation,and%20plans%20to%20provide%20notice> (last visited June 17, 2025).

petitioner, namely, continued income and health benefits, is strictly monetary in nature and is easily quantified. Accordingly, I **CONCLUDE** that the petitioner has not satisfied the first prong of the Crowe test.

Because Wells has not satisfied the first prong, discussion of the other prongs is unwarranted.

Conclusion

To justify the granting of emergent relief, all four of the Crowe standards as codified in N.J.A.C. 6A:3-1.6 must be met and, for the reasons detailed above, the first prong has not been met in this matter. I **CONCLUDE**, therefore, that the petitioner has not met these required standards, and the petition for emergent relief therefore must be denied. This Order, however, takes no position on the ultimate resolution of the factual dispute which must await a plenary hearing. Crowe, 90 N.J. at 135.

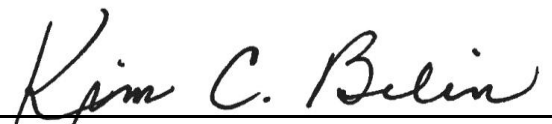
ORDER

I **ORDER** that the petitioner's motion for emergent relief is **DENIED**, and the case will proceed with the underlying due process petition.

This order on application for emergency relief may be adopted, modified or rejected by **COMMISSIONER OF THE DEPARTMENT OF EDUCATION**, who by law is authorized to make a final decision in this matter. The final decision shall be issued without undue delay, but no later than forty-five days following the entry of this order. If **COMMISSIONER OF THE DEPARTMENT OF EDUCATION** does not adopt, modify or reject this order within forty-five days, this recommended order shall become a final decision on the issue of emergent relief in accordance with N.J.S.A. 52:14B-10.

June 17, 2025

DATE



KIM C. BELIN, ALJ

KCB/am

cc: OAL clerk

APPENDIX

EXHIBITS

For petitioner

Letter Brief with exhibits in support of petitioner's application for emergent relief

For respondent

Letter Brief dated June 13, 2025, with exhibits in opposition to petitioner's application for emergent relief