

434-25
OAL Dkt. No. EDU 13584-24
Agency Dkt. No. 225-7/24

New Jersey Commissioner of Education
Final Decision

J.C., on behalf of minor children, C.C., D.C., S.C.,
A.C., V.C., and A.C.,

Petitioner,

v.

Board of Education of the Village of Ridgefield
Park, Bergen County,

Respondent.

The record of this matter, the Initial Decision of the Office of Administrative Law (OAL), and the exceptions filed by respondent Board of Education of the Village of Ridgefield Park (Board) pursuant to *N.J.A.C.* 1:1-18.4 have been reviewed and considered. Petitioner did not submit a reply.

Petitioner filed the instant residency appeal to challenge the Board's determination that because she was no longer domiciled in the district, her children could no longer attend school in Ridgefield Park pursuant to *N.J.S.A.* 18A:38-1(a). In its answer, the Board maintained its position and requested an order assessing tuition against petitioner.

However, once the matter was transmitted to the OAL, the parties conferred and agreed that petitioner and her children were homeless. They further agreed that it was in the children's best interest to remain enrolled in the Ridgefield Park School District. The Board also agreed not

to pursue its claim for tuition against petitioner. Initial Decision, at 3 (citing Exhibit J-1, Settlement Agreement and Release).

Thereafter, the assigned Administrative Law Judge (ALJ) conducted a hearing wherein petitioner testified and documentary evidence, including the Settlement Agreement and Release, was admitted. Applying applicable law, the ALJ determined that petitioner and her family have been homeless since the foreclosure of their Ridgefield Park home in early 2023. The ALJ found that between February 2023 and June 2024, the family lived in a temporary, undersized rental unit in Kearny, New Jersey, and remained homeless. The ALJ further found that between July 2024 and August 2024, the family lived in various motels and remained homeless. Finally, the ALJ concluded that the Board was financially responsible for the children's education because the family lived in Ridgefield Park immediately before they became homeless.

In its exceptions, the Board does not dispute any of the ALJ's factual findings, and it does not contest the ALJ's conclusion that the children are homeless. Instead, the Board contends for the first time that *N.J.S.A. 18A:38-1(d)* "mandates a modification with respect to which school district is financially responsible" for the children's education. Board's Exceptions, at 1. Because the family lived in Kearny for more than one year between February 2023 and June 2024, the Board now contends that the Commissioner should modify the Initial Decision to reflect that the Kearny Board of Education is financially responsible for the cost of the children's education beginning in February 2024.

Upon review, the Commissioner adopts the Initial Decision, in part. Specifically, the Commissioner adopts the ALJ's factual findings in their entirety, as well as the ALJ's legal conclusion that the family became homeless in February 2023 and remained homeless during

the pendency of the OAL proceedings. However, as explained herein, the Commissioner declines to adopt the ALJ's conclusion regarding financial responsibility for the children's education during the family's period of homelessness as that issue was not fully litigated below.

At the outset, the Commissioner notes that the parties' Settlement Agreement and Release fully resolved the issues raised in the residency petition and the counterclaim—the Board agreed to allow the children to continue attending school in Ridgefield Park, which is the relief petitioner sought, and it agreed not to pursue its claim for tuition against petitioner.

The issue raised in the Board's exceptions—whether the Kearny Board of Education should bear some financial responsibility for the children's education—is beyond the scope of the residency petition and counterclaim presently before the Commissioner and was not fully litigated at the OAL. Furthermore, the Kearny Board of Education, which is not a party to this case, has not had the opportunity to respond to the arguments set forth in the Board's exceptions. The Board may file a petition of appeal requesting tuition reimbursement from the Kearny Board of Education if it deems it necessary to do so. *N.J.S.A. 18A:6-9*.

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

IT IS SO ORDERED.¹


COMMISSIONER OF EDUCATION

Date of Decision: September 8, 2025
Date of Mailing: September 8, 2025

¹ 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

OAL DKT. NO. EDU 13584-24

AGENCY DKT. NO. 225-7/24

J.C ON BEHALF OF MINOR CHILDREN,

C.C., D.C., S.C., A.C., V.C. and A.C.,

Petitioner,

v.

BOARD OF EDUCATION OF THE VILLAGE

OF RIDGEFIELD PARK, BERGEN COUNTY,

Respondent.

J.C., petitioner, pro se

David L. Disler, Esq., for respondent (Porzio, Bromberg & Newman, P.C.
attorneys)

Record Closed: June 9, 2025

Decided: June 19, 2025

BEFORE **DANIEL J. BROWN**, ALJ:

STATEMENT OF THE CASE

The parties agree that the petitioner and her children are homeless. Additionally, the parties agree that the petitioner and her children lived in a temporary residence in Kearny, New Jersey from February 2023 until June 2024. In June 2024, Petitioner and

her children moved into a temporary living situation, a motel. They have stayed in various motels, and they continue to stay in a motel today. The parties agree that the petitioner and her family resided in Ridgefield Park prior to becoming homeless and that Ridgefield Park is the school district of residence until the petitioner and her husband establish a permanent residence. Is the respondent (Board) responsible for educating the petitioner's children that are the subject of this case? Yes, a homeless student's school district of last residence is responsible for educating the student or paying the cost of tuition if the student attends school in another district and providing transportation. N.J.A.C. 6A:17-2.3; N.J.A.C. 18A:38-19.

PROCEDURAL HISTORY

The petitioner and her husband have eight children. Six of her children are currently enrolled in the Ridgefield Park School District (District). In early 2023, the petitioner's home in Ridgefield Park was foreclosed upon. As a result, the District deemed that the petitioner's family was homeless and allowed her children that were enrolled in the District to remain enrolled in the District. Thereafter, the Petitioner signed a month-to-month lease for an apartment in Kearny, New Jersey. Because the petitioner and her family were living in an apartment in Kearny for the second half of the 2022-2023 school year and for the entire 2023-2024 school year, the District determined the petitioner and her family established a new domicile in Kearny. By letter dated June 28, 2024, the petitioner was informed of the District's determination and her right to request a Board hearing. The petitioner requested a hearing and appeared before the Board on August 28, 2024. During the hearing, the petitioner did not dispute that she, her husband and her children were no longer domiciled in the District. The Board determined that the Petitioner and her children were domiciled in Kearny.

The petitioner filed a residency appeal on behalf of her children on July 19, 2024. On September 20, 2024, the Board filed an answer and an order assessing tuition against the petitioner for the time her children attended school in the District but were domiciled elsewhere. On September 23, 2024, the New Jersey State Department of Education transmitted the case to the Office of Administrative Law (OAL) under the Administrative Procedure Act, N.J.S.A. 52:14B-1 to -15, and the act establishing the OAL, N.J.S.A.

52:14F-1 to -23, for a hearing under the Uniform Administrative Procedure Rules, N.J.A.C. 1:1-1.1 to -21.6. The OAL received the case on the same day. The case was assigned to me on October 4, 2024. The parties agree that the question presented in this case is whether the petitioner and her children are and have been homeless since their home in Rochelle Park was foreclosed.

Normally, the initial determination in a dispute about homelessness is made by the County Superintendent of Schools. N.J.A.C. 6A:17-2.8. Here, however, the claim of homelessness was apparently raised after the transmission of this case to the OAL. Therefore, I will address the homelessness issue in this initial decision.

On October 30, 2024, December 16, 2024, February 25, 2025, and March 11, 2025, I held prehearing conferences under N.J.A.C. 1:1-13.1 to discuss hearing availability dates, the nature of the proceeding, the issues to be resolved, and any unique evidentiary problems. I also permitted additional time for discovery. During the telephone conference with the parties on March 11, 2025, I scheduled the hearing for May 5, 2025. On April 24, 2025, I received a request from the parties to appear via Zoom as Board counsel was recovering from a medical condition, and I approved that request. On the same day, I received a signed settlement agreement and a joint stipulation of facts from the parties. The settlement agreement provides in pertinent part that:

At the residency hearing, the Board agrees not to contest the Parent's claim that they are homeless. In the event the Administrative Law Judge ("ALJ") finds that the Parents are homeless, the Board agrees to accept the ALJ's finding, waives the right to appeal that finding, and the Board will not pursue back payment for any tuition prior to the date of this agreement. Furthermore, the District will not contest that it is in the best interest of C.C., D.C., S.C. A.C., V.C. and A.C. to remain enrolled in the Ridgefield Park School District.

I conducted the hearing on May 5, 2025. At the hearing, the parties agreed that the only witness that would testify on behalf of either party would be the petitioner. At the conclusion of the hearing, the parties requested the opportunity to file written summations, and I approved that request. I gave the parties until May 12 to file written summations. On May 9, 2025, I received the respondent's written summation. I kept the record open

until June 9, 2025, to give the petitioner additional time to file a written summation. After receiving no communication from the petitioner, I closed the record on June 9, 2025.

FINDINGS OF FACT

Based on the joint stipulation of fact, the testimony the petitioner provided and my assessment of the credibility of the testimony, together with the documents that the parties submitted and my assessment of their sufficiency, I **FIND** the following as **FACT**:

The petitioner and her husband are parents to eight minor children, including six children currently enrolled in District schools: C.C., D.C., S.C., A.C., V.C., and A.C. For the 2024-2025 school year, A.C. was enrolled in the first grade, A.C. was enrolled in the third grade, V.C. was enrolled in the fourth grade, S.C. was enrolled in the sixth grade, D.C. was enrolled in the seventh grade and C.C. was enrolled in the ninth grade in the District. Petitioner has lived in Ridgefield Park for most of her life. The petitioner's husband moved into Ridgefield Park with the petitioner prior to the birth of the couple's first child. The home in Ridgefield Park where the petitioner and her husband lived was originally owned by the petitioner's parents. In 2013, Petitioner's father was the victim of identity theft and lost his life savings. As a result, the petitioner's parents took out a reverse mortgage on the Ridgefield Park property. The petitioner's father passed away in 2016 and her mother passed away eleven months later. Upon the mother's passing away, the entirety of the reverse mortgage became due. Because the petitioner could not afford to pay off the entire mortgage, the home went into foreclosure and the petitioner filed for bankruptcy.

After a delay in the processing of the foreclosure due to COVID-19, the petitioner's home was foreclosed upon in early 2023. The petitioner's employer helped the petitioner, and her family find a temporary rental in Kearny, New Jersey, a two-bedroom apartment. The Petitioner's three boys stayed in one bedroom and her five daughters stayed in the other bedroom. The petitioner and her husband slept on a pull out couch in the living room. From February 2023 through June 2024, the Petitioner and her husband paid monthly rent at that location. The petitioner and her family were forced to leave the apartment in Kearny after a dispute arose with neighbors.

From July 2024 to August 2024, the petitioner and her family lived in two motels in Little Ferry, New Jersey. One motel was the Travel Lodge and the other hotel the Knights Inn. At each motel, the petitioner and her family rented two rooms. Each room had a full-size bed, requiring the children to share a bed with their parents or their siblings.

Due to the cost of the motels in Little Ferry, the family moved to cheaper motels in Parsippany, New Jersey in August 2024. One motel was the Days Inn, and the other motel was the Travel Lodge. Again, at each motel, the petitioner and her family rented two rooms. Each room had a full-size bed, the children to share a bed with their parents or their siblings.

From October 2024 to the present, the Petitioner and her family have been residing at the Sunset Motel, formerly known as the Knight's Inn, located in Pine Brook, New Jersey. This motel, like the other motels used by the petitioner and her family represents a temporary residence. Again, at this motel the family rents two rooms with each room having a full-size bed, requiring the children to share with their siblings or their parents. The Petitioner and her family continue to look for permanent housing but have been unable to locate a permanent residence due to their current financial means and the size of their family. However, it is the intention of the petitioner and her family to return to their prior Ridgefield Park residence, which was purchased by a friend of the family as an investment property. The friend intends to enter into a rental agreement regarding the Ridgefield Park property with the petitioner and her family when repairs are completed at the residence.

DISCUSSION AND CONCLUSIONS OF LAW

Under the McKinney-Vento Homeless Assistance Act, homeless children are defined as "individuals who lack a fixed, regular and adequate nighttime residence," which includes "children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason." 42 U.S.C.A. § 11434a(2). Similarly, under state law, homeless children are defined as "child[ren] or youth who lack[] a fixed, regular and adequate residence pursuant to N.J.S.A. 18A:7B-12 and N.J.A.C. 6A:17-2.2,"

which includes children living in the “residence of relatives or friends where the homeless child resides out of necessity because the child’s or youth’s family lacks a regular or permanent residence of its own.” N.J.A.C. 6A:171.2, N.J.A.C. 6A:17-2.2(a)(3). “[D]omicile attaches immediately if a student’s dwelling is found to be fixed, regular and adequate.” Bd. of Educ. of Twp. of Egg Harbor v. Bd. of Educ. of Mainland Reg. Sch. Dist., Commissioner Decision No. 555-10 (Dec. 30, 2010), at 4 (citing N.J.S.A. 18A:17B12(c)). The Commissioner has previously held that homelessness “is best viewed in a continuum.” St.-Op. Sch. Dist. of Camden v. C. Ann Volk, Commissioner Decision No. 172-17R (June 20, 2017), at 11. Conducting a homelessness evaluation to determine whether a child’s home is considered fixed, regular and adequate requires a fact-specific analysis and “cannot rest upon a simple calculation of the amount of time that children have spent in a particular location or municipality.” M. O’K. v. Bd. of Educ. of Borough of Cresskill, Commissioner Decision No. 32514 at 3 (August 12, 2014), *aff’d*, No. A-0828-14T4 (App. Div. Sept. 8, 2016). In conducting such a fact-specific inquiry, the Commissioner must consider the totality of the circumstances, as “[t]he 6 reasons for the children’s homelessness, their living conditions, and the resources and intentions of the parents or custodians are relevant.” Ibid.

In this case, I agree with the parties that the petitioner and her family have lacked a fixed, regular and adequate nighttime residence since the residence in Ridgefield Park was foreclosed upon in early 2023.

Accordingly, I **CONCLUDE** that the petitioner and her family, including her children, have been homeless since the residence in Ridgefield Park was foreclosed in early 2023.

Once it is determined whether a child is homeless, the question becomes which district is financially responsible for the child’s education. Ordinarily, a student is eligible for a free public education in a school district if he or she is domiciled within the school district. N.J.S.A. 18A:381(a); N.J.A.C. 6A:22-3.1(a). A student’s domicile is determined by the domicile of his or her parents. N.J.A.C. 6A:22-3.1(a)(1). When a child becomes homeless, the school district in which the child resided before becoming homeless – remains responsible for the cost of the child’s education, including when the child is

temporarily living and attending school in another school district. N.J.A.C. 6A:17-2.3; N.J.S.A. 18A:7B-12.

Again, I agree with the parties that the last residence that the petitioner had before their homelessness was in Ridgefield Park. Accordingly, I conclude that the Board is financially responsible for the cost of the public-school education of C.C., D.C., S.C., A.C., V.C., and A.C.

ORDER

Given my findings of fact and conclusions of law, I **ORDER** that that petitioner's Petition of Appeal is **GRANTED**.

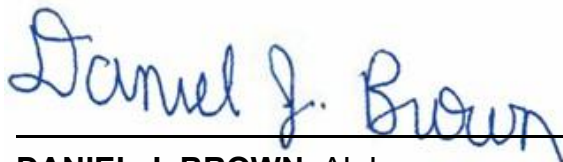
I hereby **FILE** this initial decision with the **COMMISSIONER OF THE DEPARTMENT OF EDUCATION** for consideration.

This recommended decision may be adopted, modified, or rejected by the **COMMISSIONER OF THE DEPARTMENT OF EDUCATION**, who by law is authorized to make a final decision in this matter. If the Commissioner of the Department of Education does not adopt, modify, or reject this decision within forty-five days and unless such time limit is otherwise extended, this recommended decision shall become a final decision in accordance with N.J.S.A. 52:14B-10.

Within thirteen days from the date on which this recommended decision was mailed to the parties, any party may file written exceptions with the **COMMISSIONER OF THE DEPARTMENT OF EDUCATION**. 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.

June 19, 2025

DATE

A handwritten signature in blue ink that reads "Daniel J. Brown". The signature is written in a cursive style and is positioned above a horizontal line.

DANIEL J. BROWN, ALJ

Date Received at Agency:

June 19, 2025

Date Mailed to Parties:

June 19, 2025

dr

APPENDIX

Witnesses

For Petitioner:

J.C.

For Respondent:

None

Exhibits

Joint:

- J-1 Settlement Agreement and Release
- J-2 Joint Stipulation of Facts

For Petitioner:

- P-1 Not In Evidence
- P-2 Not In Evidence
- P-3 Not In Evidence

For Respondent:

- R-1 Petitioner's Responses to Interrogatories
- R-2 Petitioner's Communications with Landlord
- R-3 Petitioner's Proof of Temporary Housing
- R-4 Petitioner's Paystubs