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OAL Dkt. No. EDU 14056-23  
Agency Dkt. No. 316-11/23

**New Jersey Commissioner of Education**  
**Final Decision**

North Plainfield Education Association and  
Alexis Holbrook,

Petitioners,

v.

Board of Education of the Borough of North  
Plainfield, Somerset County,

Respondent.

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

Petitioners challenge the Board's use of virtual instructors during the 2022-23 and 2023-24 school years. During these years, the Board was unable to secure employees for certain Spanish, American Sign Language (ASL), French, and Biology classes.<sup>1</sup> In light of these circumstances, the Board contracted with Elevate, a private company that provides teachers to instruct students virtually; students were present in the physical classroom, along with a North Plainfield staff member who was not a teacher, but the instruction was provided remotely by an Elevate teacher. The parties stipulated that the Elevate teachers did not all possess teaching

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<sup>1</sup> The Board represented in a letter to the ALJ that it did not receive any applications for the ASL position. It did receive applications for the other positions, but of those applicants who were found to be qualified, none accepted the Board's offers of employment.

certificates issued by the New Jersey State Board of Examiners and were not all subject to background checks by the New Jersey State Police; the Elevate teachers were also evaluated by Elevate personnel according to their own standards.

The Administrative Law Judge (ALJ) found that there were no material facts in dispute and that the matter was ripe for summary decision. The ALJ concluded that the Board's decision to contract with Elevate was not arbitrary, capricious, or unreasonable, and that it was within the Board's general powers to act in an emergency to ensure the education of its students. The ALJ concluded that the Elevate teachers met the definition of "teaching staff members," even though they were not employed by the Board, because they were responsible for all aspects of student instruction. As such, the Board's use of the Elevate instructors violated *N.J.S.A. 18A:26-2*, because teaching staff members are required to hold valid New Jersey certificates, and the Elevate instructors did not. The ALJ also concluded that because the Elevate instructors were not subject to criminal background checks by the New Jersey State Police, the Board violated *N.J.S.A. 18A:6-7.1*. Furthermore, the ALJ concluded that the Board violated *N.J.S.A. 18A:27-1* because while it voted to approve the use of Elevate instructors generally, it did not vote individually on each instructor's appointment, as required for teaching staff members; the ALJ noted that the Board offered no explanation for its failure to review the credentials of, or conduct interviews with, the individual teachers offered by Elevate.

The ALJ concluded that the Board did not violate *N.J.S.A. 18A:27-3.1*, which requires a evaluations for non-tenured teaching staff members at least three times per year. The ALJ found that the purpose of evaluations under *N.J.S.A. 18A:27-3.1* is to assess candidates' suitability for tenure, and the Elevate instructors were not eligible for tenure, so these evaluations were not

required for them. However, the ALJ found that the failure to evaluate did violate the Teacher Effectiveness and Accountability for Children of New Jersey (TEACHNJ) Act, *N.J.S.A. 18A:6-117 to -129*, which requires evaluations of teachers as part of the Board's obligation to ensure that instruction provided to its students was effective. The ALJ dismissed petitioners' claim that the use of Elevate instructors who were not residents of New Jersey violated the New Jersey First Act, *N.J.S.A. 52:14-17*, concluding that jurisdiction over that statute does not lie with the Commissioner. Finally, the ALJ denied petitioners' request for the recovery of costs, finding that petitioners presented no evidence of harm they allegedly suffered, and noting that no members of the North Plainfield Education Association were laid off, denied tenure, or otherwise supplanted by Elevate staff.

In their exceptions, petitioners argue that the ALJ erred in finding that the Board was not required by *N.J.S.A. 18A:27-3.1* to evaluate the Elevate instructors, because the purpose of the statute is to ensure that teaching staff members are complying with curriculum requirements and providing an effective education to students. Petitioners note that it is undisputed that a number of Elevate instructors do not reside in New Jersey, in violation of *N.J.S.A. 52:14-17*, and they contend that the Commissioner does have jurisdiction to find a violation of that law because it is ancillary to a school law controversy that is properly before the Commissioner. Finally, petitioners argue that no authority exists for the Board to contract with Elevate or to engage in virtual instruction.

In response, the Board argues that the ALJ's conclusions regarding evaluations under *N.J.S.A. 18A:27-3.1*, the New Jersey First Act, and the Board's authority to contract with Elevate were correct and should be upheld. The Board also urges the Commissioner to reverse the Initial

Decision as to the other issues on which petitioners prevailed. The Board submits no argument specifically addressing the issues of teaching certificates or background checks. With regard to evaluations, the Board contends that it was inconsistent to hold that the Elevate instructors were not required to be observed and evaluated because they were not employees, while also holding that the Board was required to follow the TEACHNJ Act. The Board also argues that other educational support vendors, such as food service and transportation vendors, are not subject to the requirement of an individual roll call vote.

Upon review, the Commissioner concurs with the ALJ that the Board's action in contracting with Elevate was not ultra vires, nor was it arbitrary, capricious, or unreasonable. Petitioners rely on *Remedial Educ. & Diagnostic Servs., Inc. v. Essex Cnty. Educ. Servs. Comm'n*, 191 N.J. Super. 524 (App. Div. 1983) for the proposition that the Board's contract with Elevate was ultra vires. In *Remedial*, the Appellate Division concluded that an educational services commission could not contract with a third party to provide remedial services to public school districts. The court explained, "From the enabling legislation before us we see only that [the educational services commission] was brought into existence for the purpose of 'providing' the education services to public school districts." *Id.* at 527. Furthermore, while the Legislature had expressly granted boards of education the power to contract with private agencies for the provision of certain services for students with disabilities, it did not grant that power to educational services commissions. *Id.* at 527-28. The Appellate Division viewed the distinction as intentional and declined to afford the educational services commission a power that it had not been granted. *Id.* at 528.

Here, petitioners have not identified any statute or regulation that expressly prohibits the Board from contracting with a private entity for teaching services. Nor does this case present a situation like in *Remedial*, where private contracts were expressly permitted for one type of educational agency but the law was silent as to other types of agencies. Accordingly, the Commissioner finds it appropriate to evaluate the Board's authority to contract with Elevate under its general powers. Pursuant to *N.J.S.A. 18A:11-1(d)*, a board of education "shall . . . [p]erform all acts and do all things, consistent with law and the rules of the state board, necessary for the lawful and proper conduct, equipment and maintenance of the public schools of the district." The parties do not dispute that the Board is required to provide curriculum offerings to its students. The Board's failure to provide required courses to its students would certainly violate the law. Faced with its inability to secure teachers for those courses,<sup>2</sup> and knowing that it had the general mandatory power to do all things necessary to operate its schools, the Board's action in contracting with Elevate was not ultra vires, nor was it arbitrary, capricious, or unreasonable.

However, the Board's ability to contract with Elevate as an emergency measure to provide instruction in required courses may not override the standards mandated by the Legislature for the teachers hired in public schools. Pursuant to *N.J.S.A. 18A:26-2*, "No teaching staff member shall be employed in the public schools by any board of education unless he is the holder of a

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<sup>2</sup> For purposes of the analysis in this section, the Commissioner accepts the Board's representation that it was unable to secure local, qualified teachers for the courses. It is unnecessary to conduct an in-depth analysis of whether the Board truly experienced an emergency that necessitated a third-party contract because the use of Elevate instructors violated the law for other reasons, as described herein. Nonetheless, the Commissioner cautions any board of education seeking to enter into a contract similar to the one at issue here that, in addition to complying with the other requirements of the law regarding requirements for teachers, any third-party contract will be reviewed with close scrutiny to assess the Board's efforts to secure employees in the usual course, or to use other emergency certification procedures that may be available to districts, prior to contracting with a third party.

valid certificate . . .”. “Teaching staff member” is defined as “a member of the professional staff of any district . . . holding office, position or employment of such character that the qualifications for such office, position or employment require him to hold a valid and effective . . . certificate, appropriate to his office, position or employment.” *N.J.S.A. 18A:1-1*. The Commissioner rejects the Board’s argument that the Elevate instructors were not members of the district’s teaching staff because they were not directly employed by the Board. The Commissioner has previously found that unpaid volunteers providing instruction in a public school district’s alternative school must hold New Jersey teaching certificates, noting that the volunteers assumed “the full responsibility for instructing a class of pupils for a designated course of study for credit.” *Jones v. Bd. of Educ. of Leonia*, 1976 S.L.D. 495, 507 (Comm’r, May 4, 1976). This conclusion does not change when a board of education uses paid instructors provided through a third-party contract, rather than unpaid volunteers; if anything, the Elevate instructors hold positions significantly closer to direct employment than the volunteers in *Jones*.

Furthermore, the definition of teaching staff member includes individuals holding a “position *or* employment.” *N.J.S.A. 18A:1-1* (emphasis added). The use of the disjunctive demonstrates that direct employment is not the only criteria for an individual to be considered a teaching staff member. The Elevate instructors were responsible for every aspect of the instruction provided to the Board’s students, with the exception of being physically present in the classroom with them. This position is of such character that the Commissioner finds that it warrants categorizing the Elevate instructors as members of the Board’s teaching staff.

The decision of the State Board of Education (State Board) in *Guttenberg Ed. Ass’n v. Bd. of Educ. of Guttenberg*, Dkt. No. 11-98 (Mar. 3, 1999), while not directly on point, is also

instructive on the issue of certification.<sup>3</sup> In *Guttenberg*, the board of education sought an equivalency to allow individuals with a substitute teaching certificate to provide world language instruction because they could not find candidates with the proper world language certificates. The Commissioner initially granted the equivalency, but the State Board reversed, finding that the Commissioner was not permitted “to set aside certification requirements that would otherwise apply.” *Id.* at 4. The State Board noted, “Since a county substitute certificate is not a teaching certificate and does not constitute appropriate certification issued by the State Board of Examiners . . . the equivalency granted by the Commissioner operates to set aside the certification requirements for service as a foreign language teacher.” *Id.* at 5. The State Board further indicated that the district’s need to develop a world language program could not justify setting aside certification requirements that are “critical to assuring the provision of a thorough and efficient education” and “at the core of the current structure governing the delivery of all education programs.” *Id.* at 6-7.

Here, while the Board argued before the ALJ that its situation is distinguishable from the circumstances of *Jones* and *Guttenberg* because all of the Elevate instructors were certified by other states in the subjects they taught, the Board’s argument ignores the fact that certification requirements may vary from state to state. The New Jersey Legislature has charged the State Board of Examiners with the responsibility of determining the appropriate certification requirements for individuals teaching New Jersey’s students; those requirements cannot be set aside on the grounds that another state found the instructors qualified for certificates under its own requirements.

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<sup>3</sup> Prior to July 7, 2008, decisions of the Commissioner were appealable to the State Board of Education.

For all of these reasons, the Commissioner concurs with the ALJ that the Elevate instructors were members of the Board's teaching staff and that they were required to hold valid New Jersey certificates appropriate to the courses they taught. The Board's use of Elevate instructors who did not hold New Jersey certificates was in violation of *N.J.S.A. 18A:26-2*.

Similarly, because the Elevate instructors were members of the Board's teaching staff, the Board was required to appoint them by a recorded roll call majority vote, but the Board failed to do so, in violation of *N.J.S.A. 18A:27-1*. The Commissioner does not find the Board's argument that the Elevate instructors were educational support vendors, similar to food service or transportation vendors, to be persuasive; the instructors were clearly responsible for educational content provided to students.

With regard to evaluations, the Commissioner concurs with the ALJ that the Board's failure to evaluate the Elevate instructors violated the TEACHNJ Act, *N.J.S.A. 18A:6-117 et seq.* Under the TEACHNJ ACT and its implementing regulations, the Board is required to evaluate teaching staff members using an approved rubric for the purpose of "improving instruction." *N.J.S.A. 18A:6-118; N.J.A.C.6A:10-2.1*. As the ALJ noted, "It is not enough to provide instruction; the board had the legal obligation to ensure that the instruction – even by alternate means – was effective." Initial Decision at 18. The Board's failure to evaluate the Elevate instructors based on an approved rubric was therefore in violation of the TEACHNJ Act.

Conversely, the ALJ found that the Board's failure to evaluate the Elevate instructors three times per year did not violate *N.J.S.A. 18A:27-3.1*, because the purpose of evaluations under that statute is to assess candidates for tenure, for which the Elevate instructors were not eligible. The Commissioner finds that the ALJ's reading of the purpose of this statute is too narrow. The

statute indicates, “The purpose of this [evaluation] procedure is to recommend as to reemployment, identify any deficiencies, extend assistance for their correction and improve professional competence.” *N.J.S.A. 18A:27-3.1*. These purposes exceed mere assessment for tenure. Correcting deficiencies in teaching performance does not only improve a candidate’s suitability for tenure, but also serves to improve student instruction. Had the Board used this evaluation procedure for the Elevate instructors in their first year, it would have had the opportunity to determine whether a particular instructor should return for instruction in the following school year, when the Board again contracted with Elevate. Using the required procedure would have also allowed the Board to address any deficiencies in the instruction provided each year, to the benefit of students. Accordingly, the Board’s failure to conduct at least three evaluations per school year was in violation of *N.J.S.A. 18A:27-3.1*.

With regard to criminal history background checks, *N.J.S.A. 18A:6-7.1* requires such checks not only for teaching staff members but also for “any other person serving in a position which involves regular contact with pupils.” There can be no dispute that the Elevate instructors had regular contact with pupils, and there is no provision in the statute limiting it to individuals who only have in-person contact with students. Moreover, the disqualifying offenses listed in the statute are not limited to those of a physical nature; the inclusion of crimes such as threats, perjury, and bias intimidation demonstrate that the Legislature’s concern regarding individuals with a criminal history was not limited only to individuals who might pose a physical danger to students. The Commissioner therefore agrees with the ALJ that the Board’s use of Elevate instructors who had not been subject to the specific background check required by New Jersey violated *N.J.S.A. 18A:6-7.1*.

The Commissioner declines to exercise jurisdiction over petitioners' claim that the use of Elevate instructors who were not residents of New Jersey violated the New Jersey First Act, *N.J.S.A. 52-14.7*. As the ALJ noted, the New Jersey First Act is not a school law within the jurisdiction of the Commissioner, and complaints alleging violations of it are brought in Superior Court. While petitioners correctly argue in their petition that the Commissioner may exercise jurisdiction over issues that do not arise under the school laws but are ancillary to a school law issue that is properly before the Commissioner, given that the Board's use of Elevate instructors has been found herein to violate multiple provisions of the school laws, the Commissioner does not find it necessary to reach an issue over which she does not have primary jurisdiction.

Finally, the Commissioner concurs with the ALJ that petitioners have provided no evidence of harm to justify their request for the recovery of costs, and that this request must therefore be denied.

Accordingly, the Initial Decision is rejected as to the ALJ's finding that the Board did not violate *N.J.S.A. 18A:27-3.1*; the Commissioner concludes that the Board did violate the statute. In all other respects, the Initial Decision is adopted as the final decision in this matter, and the petition of appeal is hereby dismissed.

IT IS SO ORDERED.<sup>4</sup>



COMMISSIONER OF EDUCATION

Date of Decision: April 28, 2026  
Date of Mailing: April 29, 2026

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<sup>4</sup> 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 14056-23

AGENCY DKT. NO. 316-11/23

**NORTH PLAINFIELD EDUCATION ASSOCIATION  
AND ALEXIS HOLBROOK,**

Petitioners,

v.

**BOROUGH OF NORTH PLAINFIELD BOARD  
OF EDUCATION, SOMERSET COUNTY,**

Respondent.

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**Richard A. Friedman, Esq., and Sheila Murugan, Esq.,** for petitioners (Zazzali, PC,  
attorneys)

**Dennis McKeever, Esq.,** for respondent (Chasan Lamparello Mallon & Cappuzzo, PC,  
attorneys)

Record Closed: October 30, 2025

Decided: November 13, 2025

BEFORE **TRICIA M. CALIGUIRE, ALJ:**

**STATEMENT OF THE CASE**

Petitioners, North Plainfield Education Association and Alexis Holbrook, challenge the use by respondent, the Borough of North Plainfield Board of Education (Board), of virtual

instructors instead of in-person teachers in the North Plainfield School District (District) schools during the 2022–2023 and 2023–2024 school years. Petitioners request an order declaring null and void the contract between respondent and the company which provided virtual educators; requiring respondent to employ only teachers with New Jersey certifications; requiring all instruction to take place in person in the District schools, absent weather or health emergencies; and awarding costs to petitioners. By cross-motions, the parties request summary decision.

### **PROCEDURAL HISTORY**

On November 21, 2023, petitioners filed a petition of appeal with the Commissioner of the Department of Education (DOE). On December 5, 2023, respondent filed an answer and affirmative defenses to the petition. On December 12, 2023, this matter was transmitted by the DOE to the Office of Administrative Law (OAL), for hearing as a contested case pursuant to N.J.S.A. 52:14B-1 to -15 and N.J.S.A. 52:14F-1 to -23.

The matter was assigned to the Honorable Sarah Surgent, ALJ, but the hearing was not scheduled, as the parties were engaged in settlement discussions. When settlement was not reached, the parties stated their intention to file cross-motions for summary decision, and Judge Surgent issued a briefing schedule. Prior to the filing deadline, notice of the proceedings was sent to the third-party virtual educator, Elevate K–12 (Elevate), and briefing was delayed pending the anticipated participation of the third party.<sup>1</sup>

On July 21, 2025, the parties filed cross-motions for summary decision and a joint stipulation of material facts. Judge Surgent retired on July 31, 2025, and the case was reassigned to me. The parties participated in a status conference on September 5, 2025, and a final briefing schedule was issued. On September 26, 2025, the parties filed reply briefs. On October 30, 2025, respondent submitted a letter addressing specific questions I raised regarding the background facts, to which petitioners did not object. The cross-motions are ripe for review.

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<sup>1</sup> To date, no response from Elevate has been received at the OAL.

## **FINDINGS OF FACT**

By joint stipulation filed July 21, 2025, the parties agreed to the following **FACTS** and I therefore **FIND**:

1. The District is a pre-K through twelfth grade public school district located in North Plainfield, Somerset County, New Jersey.
2. The District consists of a high school, a middle school, an intermediate school, and three elementary schools.
3. On or about August 13, 2020, Governor Philip Murphy signed Executive Order (EO) 175, which permitted public schools to offer remote instruction during the pendency of the COVID-19 public health emergency.
4. On or about June 4, 2021, Governor Murphy signed EO 244, which ended the COVID-19 public health emergency, and P.L. 2021, c.103, which provided for the expiration of certain executive orders, including EO 175.
5. For the 2022–2023 and 2023–2024 school years, the Board was not able to secure employment for an adequate number of teachers to provide live instruction in all class offerings for all students. For the 2022–2023 school year the District posted job announcements for middle school Spanish and Somerset Intermediate School Spanish. For the 2023–2024 school year the District posted job announcements for ASL, French, and Biology.
6. In or around October 2022, for the 2022–2023 school year, the Board contracted with Elevate, a private company that provides teachers to instruct students remotely, while the students are present in the physical classroom.
7. On or about August 28, 2023, for the 2023–2024 school year, the Board again contracted with Elevate to provide teachers to instruct students remotely.

8. For the 2022–2023 and 2023–2024 school years, the Board contracted with Elevate to provide teachers for those class offerings for which no qualified (in-person) teacher could be secured.
9. For the 2022–2023 school year, Elevate provided teachers for Spanish.
10. For the 2023–2024 school year, Elevate provided teachers for ASL, Biology, and French.
11. The Board did not vote to approve the teachers provided by Elevate.
12. Teachers provided by Elevate were not physically present in the classroom with the students; however, a North Plainfield staff member was present in each classroom.
13. Teachers provided by Elevate did not all possess teaching certificates issued by the State of New Jersey.
14. Some of the teachers provided by Elevate were subject to background checks conducted by states and agencies other than the New Jersey State Police.
15. Teachers provided by Elevate were evaluated by Elevate personnel according to their own rubric and/or standards.
16. The curriculum for each course taught by an Elevate teacher was provided by North Plainfield. For the 2022–2023 school year, the District utilized the following curricula: Spanish Enrichment K–5 and Spanish I. The curricula were created by the District and cross-referenced with curricula provided by Elevate. Some aspects of the curricula were modified due to the virtual component that was necessary. The curricula were approved by the Board. For the 2023–2024 school year the District utilized the following curricula: Biology, French I, and ASL. The Biology and French curricula were created by the District and cross-referenced with curricula provided by Elevate. The

curricula were approved by the Board. For ASL, the District utilized the curriculum provided by Elevate.

17. Students' assignments and tests were graded by Elevate staff and entered into the student information portal by North Plainfield staff.

### **DISCUSSION AND CONCLUSIONS OF LAW**

Summary decision is the well-recognized administrative counterpart to summary judgment, a procedure for resolving cases in which the facts that are crucial to the determination of the matters at issue are not actually in dispute. By applying the applicable law and standard of proof to the undisputed facts, a decision may be reached in a case without the necessity of a hearing at which evidence is presented and testimony is taken. N.J.A.C. 1:1-12.5.

The regulations provide that the decision sought by the movant “may be rendered if the papers and discovery which have been filed, together with the affidavits, if any, show that there is no genuine issue as to any material fact challenged and that the moving party is entitled to prevail as a matter of law.” N.J.A.C. 1:1-12.5(b). The rule further provides that an adverse party must respond by affidavit setting forth specific facts showing that there is a genuine issue that can only be determined at an evidentiary hearing. Ibid. The OAL rule is modeled on New Jersey Court Rule 4:46-2. The New Jersey Supreme Court has explained that when deciding a motion for summary judgment under R. 4:46-2,

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.

[Brill v. Guardian Life Ins. Co. of Am., 142 N.J. 520, 540 (1995).]

Besides the above-listed facts, which were stipulated by the parties, petitioners characterize as “facts” statements to which respondent specifically objects. First, petitioners claim that the use of virtual teachers “caused confusion and miscommunication that renders student instruction ineffective.” Br. of Pet’rs’ in Support of Motion for Summary Decision (July 22, 2025) (Pet’rs’ Br.), at 4 (citing Certification of Theresa Fuller (undated), ¶ 22). Second, petitioners claim as fact that if the Board contracts with Elevate are set aside, those contracts shall be deemed illegal and then the local taxpayers “should not be required to fund virtual instruction provided by Elevate within this school district.” Ibid.

Respondent objects to these statements on the grounds that petitioners failed to raise these claims in their petition and, therefore, they may not be considered here. Ltr. Br. of Resp’t in Reply to Motion for Summary Decision (Sept. 26, 2025) (Resp’t’s Reply Br.), at 3. I agree that the above statements must be disregarded, but not for the reason given by respondent. (I also note that only the latter statement appears to raise a new claim, that a tax refund is owed to the North Plainfield taxpayers.) Rather, I disregard these statements because they do not raise a dispute as to facts material to the issues before me. “The mere existence of disputed facts is not conclusive. An agency must grant a plenary hearing only if *material* disputed adjudicative facts exist.” Frank v. Ivy Club, 120 N.J. 73, 98 (1990) (citations omitted).

The issues here are whether the contracts entered into by respondent and Elevate are authorized by law or unlawful and therefore void; whether orders must be issued requiring the Board to employ only teachers with New Jersey certifications and mandating in-person instruction absent emergencies; and whether the costs of this action are recoverable by petitioners. Neither the quality of instruction provided by Elevate nor the right of local taxpayers to demand refunds will factor in whether the Board had the authority to enter into contracts for virtual instruction. I **CONCLUDE** that there is no dispute as to the material facts and the issues raised by the cross-motions for summary decision can be decided as a matter of law. Petitioners bear the burden of demonstrating that the decisions of the Board to contract with Elevate for the 2022–2023 and 2023–2024 school years were arbitrary, capricious, or unreasonable, or in violation of law. Titusville Acad. v. N.J. Dep’t of Educ., EDU 00651-06, Initial Decision (May 21, 2007), adopted, Comm’r (July 6, 2007), <http://njlaw.rutgers.edu/collections/oal/>.

By their petition, petitioners charge respondent with seven counts, each of which will be addressed, starting with Count VII.

## Count VII

Petitioners contend that the Board does not have the authority to contract with a private entity for educational services and, therefore, the contracts the Board entered into with Elevate are unauthorized and ultra vires. Pet'rs' Br. at 7 (citing Remedial Educ. & Diagnostic Servs., Inc. v. Essex Cty. Educ. Servs. Comm., 191 N.J. Super. 524 (App. Div. 1983) (public bodies may only make contracts within their express or implied authority)).

To begin, New Jersey law and regulations impose relevant—and here, competing—obligations on the Board. Under N.J.A.C. 6A:8-5.1, the Board is required, in pertinent part, to

develop, adopt, and implement local graduation requirements that . . . include the following:

1. Participation in a local program of study of not fewer than 120 credits in courses designed to meet all of the [New Jersey State Learning Standards], including, but not limited to, the following credits:

. . . .

- iii. At least 15 credits in science, including at least five credits in laboratory biology/life science or the content equivalent effective with the 2008–2009 grade nine class;

. . . .

- viii. At least five credits in world languages<sup>2</sup> or student demonstration of proficiency[.]

In 1996, the State Board of Education adopted the New Jersey Core Curriculum Content Standards (CCCS), “the benchmark for providing a thorough and efficient

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<sup>2</sup> The term “world languages” is not defined in the statute, but the parties acknowledge that Spanish, French, and ASL are considered world languages. There is no requirement that ASL be offered.

education.” Abbott v. Burke, 206 N.J. 332, 470 (2011). Also referred to as the “New Jersey Student Learning Standards” or “NJSLS,” the CCCS “describe the knowledge and skills all New Jersey students are expected to acquire by benchmark grades in the following content areas: English language arts; mathematics; science; social studies; visual and performing arts; comprehensive health and physical education; world languages; computer science and design thinking; and career readiness, life literacies, and key skills.” N.J.A.C. 6A:8-1.3. The CCCS are reviewed and revised every five years and, by 2020, the NJSLS for world languages required all districts to offer K–12 instruction; the District revised its curricula in accordance with these standards and the Board approved the changes on December 21, 2022. See Certification of Dr. Michelle Aquino (June 5, 2025) (Aquino Cert.), ¶ 8.

As the parties acknowledge, by 2022, though the COVID-19 public health emergency had abated, a shortage of teachers persisted and the Board was unable to find qualified applicants to fill open positions for teachers of Spanish, French, ASL, and Biology. Petitioners argue that after the COVID-19 emergency, no law authorized the Board to contract with virtual instructors. Petitioners are correct in that no law specifically authorized the Board to contract with virtual instructors, but at the same time, no law addresses the situation in which the Board was placed.<sup>3</sup> The Board contends that due to these circumstances, under N.J.S.A. 18A:11-1, it was authorized to “take action in such a way that furthers the lawful and proper conduct of the District’s schools[,]” including entering into contracts with a private entity to fill teaching positions that would otherwise go vacant. Resp’t’s Br. at 9; Reply Br. of Resp’t at 4.

The Board cites two cases “to support the maxim that the Board had managerial prerogative to contract with Elevate” under the circumstances, those being its inability to secure qualified local teachers. Ibid. The first, Local 195, IFPTE v. State, 88 N.J. 393 (1982), involves the permissible scope of collective bargaining agreements. The Court found that state agencies must be permitted to subcontract certain functions, and “whether or not to contract out a given government service” should not be subject to mandatory negotiations

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<sup>3</sup> The regulations adopted by the DOE anticipate shortages of qualified, certified teaching candidates, providing for emergency certification by the county superintendent. N.J.A.C. 6A:9B-5.12(c). There is no evidence that North Plainfield had such local candidates lacking only certification. Note also that in 2024, the Legislature passed a concurrent resolution which recognizes “the existence and current utilization of virtual or remote instruction” and, therefore, directed the DOE to collect data on such in the public schools. ACR 192/SCR 152 (Sen. Gopal, Jan. 8, 2024).

between the public employer and public employees. Id. at 407. “The decision to contract out work [does not] necessarily concern merely the technical means of implementing policy. The decision can be an important policy choice in its own right.” Id. at 408–09. Further, the Court distinguished between the use of subcontractors “for purely economic reasons” and to achieve other policy goals, finding that only in the former case “does the employee interest in discussion of alternative solutions become dominant.” Id. at 410.

Second, respondent cites In re Vineland Board of Education & Vineland Education Association, 2024 NJ PERC LEXIS 27, \*4 (Mar. 28, 2024), which involves a challenge under the New Jersey Employer-Employee Relations Act, §§ 34:13A-1 to -64 (the Act), to the school board’s use of private entities to fill teaching and nursing positions that could not be filled through the regular hiring process. As here, in Vineland there was no evidence that any employees were “displaced by the Board’s subcontracting to fill vacant teaching positions or to provide health services.” Ibid. The unfair labor practice charge was dismissed, as the Commission found that the Act serves to “only to restrict subcontracting that affects the employment of an employer’s current represented employees, such as through replacement or displacement,” and no current employees were affected using private subcontractors. Id. at \*14; see also In re Howell Twp. Bd. of Educ. & Howell Twp. Educ. Assn., 2021 NJ PERC LEXIS 101, \*15 (Oct. 28, 2021) (arbitration ordered because there was “insufficient evidence” of an emergency to support claimed “managerial prerogative to respond to emergent circumstances and deviate from negotiated contractual procedures”).

While I agree that the cited cases would protect the Board from a challenge based on the collective bargaining agreement entered into with petitioners and/or as a violation of the Act, petitioners here challenge the Board’s action as a violation of the school laws. In other words, the allowances made for public employers to achieve economic or other policy goals through the hiring process may not override the standards mandated by the Legislature for the teachers hired in public schools.<sup>4</sup>

Petitioners claim that the decision of the Appellate Division in Remedial Educ. makes clear that a public entity cannot enter into a public contract with a private vendor

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<sup>4</sup> There do not appear to be any cases on this specific point.

for goods and services. Pet'rs' Br. at 7. Respondent's view of the case is, however, more persuasive. See Resp't's Br. at 10–11. The court did say that the powers of a public entity are limited to those that are found in its enabling legislation, but it also said the same legislation that prevented the plaintiff educational services commission from subcontracting with private entities gave school boards the authority to subcontract with private entities. Remedial Educ., 191 N.J. Super. at 528. Without express limitation or authorization, as were found in Remedial Educ., the question then is whether the school laws authorize the Board to use virtual instructors under its general powers to operate the District's schools.

Respondent argues persuasively that it acted responsibly rather than without authority and/or in violation of law because while the Legislature sets standards for classroom teachers, it also mandates instruction for which the Board—despite its efforts—was unable to find qualified candidates.<sup>5</sup> The Board acted within its general powers, as stated below, to address an unusual and unexpected situation:

The board shall—

....

d. Perform all acts and do all things, consistent with law and the rules of the state board, necessary for the lawful and proper conduct, equipment and maintenance of the public schools of the district.

[N.J.S.A. 18A:11-1.]

By the undisputed facts, the Legislature mandated certain curriculum offerings, and the Board was unable to secure teachers in those subjects who met New Jersey's certification requirements and were otherwise qualified. The Board was faced with Hobson's choice: to educate its children with virtual instructors who may not meet the specific New Jersey requirements or to not educate its students in certain subjects at all. Once the Board

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<sup>5</sup> In its supplemental letter, the Board explained that it received applications from candidates for the Biology, Spanish, and French openings, but of those applicants who were found qualified, none accepted the Board's offers of employment. Resp't's Suppl. Ltr. (Oct. 30, 2025), at 2. The Board received no applicants for the ASL opening. Ibid.; see also Aquino Cert, ¶¶ 11, 15.

was able to find the teachers needed to offer the curriculum mandated by the Legislature, they faced a lawsuit challenging their action as beyond their statutory authority and violating the New Jersey school laws dedicated to teacher hiring, certification, evaluation, and retention. Respondent complains that petitioners neither acknowledge the efforts of the Board to find qualified teachers nor recommend alternative measures the Board could have taken to comply with all its statutory obligations. Resp't's Reply Br. at 1, 2.

I **CONCLUDE** that petitioners have not proved that the action of the Board in filling vacancies for teachers in CCCS subjects during a teacher shortage in two consecutive school years with remote educators was arbitrary, capricious, or unreasonable and have not proved that the contracts entered into with Elevate were beyond the general powers of the Board to act in an emergency to ensure the education of its students consistent with the CCCS.

The inquiry does not end here. Even if the Commissioner agrees that the Board acted within the authority given to it by the Legislature in entering into the Elevate contracts, petitioners also allege that the Board violated the school laws in its implementation of those contracts, as described in Counts I through VI.

### **Count I**

Petitioners allege that Elevate teachers do not hold New Jersey teaching certificates or endorsements, in violation of N.J.S.A. 18A:26-2, et seq.

Under N.J.S.A. 18A:26-2:

No teaching staff member shall be employed in the public schools by any board of education unless he is the holder of a valid certificate to teach, administer, direct or supervise the teaching, instruction, or educational guidance of, or to render or administer, direct or supervise the rendering of nursing service to, pupils in such public schools and of such other certificate, if any, as may be required by law.

Petitioners contend that the teachers provided by Elevate fall within the definition of “teaching staff member”:

“Teaching staff member” means a member of the professional staff of any district or regional board of education, or any board of education of a county vocational school, holding office, position or employment of such character that the qualifications, for such office, position or employment, require him to hold a valid and effective standard, provisional or emergency certificate, appropriate to his office, position or employment, issued by the State Board of Examiners and includes a school nurse and a school athletic trainer.

[N.J.S.A. 18A:1-1.]

Respondent, however, contends that the standards by which teachers are hired, evaluated, and tenured do not apply because the Elevate instructors were not members of the North Plainfield “teaching staff.” Resp’t’s Br. at 15.

A strict reading of the above statutory provisions supports the Board, as the Elevate teachers were not directly employed by the Board. Caselaw, however, supports petitioners, beginning with the decision of the Commissioner in a case in which community volunteers were teaching without New Jersey certification (or pay) in an alternative high school. Jones v. Bd. of Educ. of Leonia, 1976 S.L.D. 495, Comm’r (May 4, 1976). Finding that the volunteers, “who write course descriptions, choose topics and projects, lecture, test, lead discussions, make assignments and evaluate pupils,” were “teaching staff members,” the Commissioner concluded that “a person who assumes the full responsibility for instructing a class of pupils for a designated course of study” must hold a New Jersey certificate. Id. at 501, 507.

In response, the Board notes that “in each of the classrooms where an Elevate teacher was instructing virtually, a North Plainfield staff member was physically present in the room to assist and monitor students.” Resp’t’s Br. at 13. In Jones, the State Board of Education appeared to encourage the use of community volunteers if monitored by teachers:

Certified teachers must be assigned responsibility for the instruction of all courses offered by community resource personnel for credit . . . [.] shall regularly monitor classroom activities, shall confer regularly with the [volunteers], shall retain the ultimate authority to recommend the removal of community resource persons and thereby resume direct teaching responsibilities[.]

[Jones v. Bd. of Educ. of Leonia, State Bd. (July 6, 1978), at 1024.]

In both its briefs, the Board refers to the school employees who were present in the classroom to supervise the Elevate teachers as “North Plainfield staff member[s],” but not as teachers. See Resp’t’s Br. at 13; Resp’t’s Reply Br. at 6. By its supplemental filing, the Board confirmed that such staff members were not teachers and, therefore, the allowance that may have been offered by the State Board in Jones is not available here.

In Guttenberg Education Association v. Board of Education of Guttenberg, Dkt. No. 11-98 (Mar. 3, 1999), <https://www.nj.gov/education/legal/>, the State Board considered the use of the equivalency waiver process to permit the local school board to contract a private company for foreign language teachers when no qualified candidates were available. (The emergency certification process described in N.J.A.C. 6A:9B-5.12(c), and footnote 3, above, is different.) The teacher employed by the private company was not certified and, therefore, the Guttenberg Board sought an equivalency of the regulation “which permits substitutes (certified) to replace academic classroom teachers.” Id. at \*3. The Commissioner permitted the equivalency for three years, but the State Board found it invalid because the Commissioner effectively “set aside certification requirements that would otherwise apply.” Id. at \*4.

The regulation involved in Guttenberg was N.J.A.C. 6:29-3.3(c),<sup>6</sup> which permitted “the holder of a county substitute certificate to serve as an athletic coach in the district in which he or she is employed when there is no ‘qualified and certified’ applicant.” Id. at \*5. The Guttenberg Board sought to use the equivalency process intended for athletic coaching candidates to supply teachers in world languages because the school district

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<sup>6</sup> This section of the regulations, pertaining to Health, Safety, and Physical Education, was repealed in 2001.

was trying to develop the program but was unable to find certified candidates. Instead of finding the process used to find coaches inapplicable to classroom teachers, the State Board focused on the effect of using the equivalency, which was “to set aside the certification requirements for service as a foreign language teacher specified [in the applicable regulations].” Id. at \*5.<sup>7</sup>

Here, the Board did not use Elevate instructors in an attempt to “set aside certification requirements,” but only because certified teachers were not available. In other words, the problem in North Plainfield was the same as that faced by the Board in Guttenberg, but the North Plainfield Board relied instead on its general authority under the school laws to operate its schools.

More recently, the Commissioner considered a case very similar to this one and petitioners contend that it forecloses the use of virtual teachers without New Jersey certification even if supported in the classroom by a teacher with proper certification. Neptune Twp. Educ. Ass’n. v. Neptune Twp. Bd. of Educ., EDU 00392-99, Initial Decision (Mar. 23, 2000), aff’d, Comm’r (May 22, 2000), <https://njlaw.rutgers.edu/collections/oal/>. In Neptune, the school board contracted with a private company to provide distance learning instruction in Latin, supervised in the classrooms by Neptune department chairpersons who did not possess foreign language certifications. On review, the Commissioner stated that virtual Latin instruction “could not lawfully be delivered by a person not in possession of appropriate New Jersey certification.” EDU 00392-99, Comm’r (May 22, 2000), <https://njlaw.rutgers.edu/collections/oal/>.

Two differences between this case and Neptune may be significant. First, the ALJ found that Neptune could not claim emergent circumstances, as the District had “a properly certified teacher of Latin [who] the Board decided not to employ.” EDU 00392-99, Initial Decision (Mar. 23, 2000), <https://njlaw.rutgers.edu/collections/oal/>. In other words, the virtual Latin instructor supplanted a properly certified teacher from the Neptune staff, a very different

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<sup>7</sup> In a footnote, the State Board noted that a separate petition was pending with the Commissioner regarding whether the school district could legally subcontract with a private vendor for foreign-language instruction. Id. at 3, n.3. The parties could not find a ruling on this issue.

circumstance than that which occurred in Guttenberg, or here in North Plainfield, where the school board could not find qualified instructors.

Second, the Neptune case involved a very different kind of virtual learning, circa 1999, than was involved in the 2022–2023 and 2023–2024 school years in the North Plainfield schools. In Neptune, the ALJ stated:

Pupils who want to study Latin at Neptune High School meet at a designated time and watch television programs containing Latin instruction presented by a person not the holder of a New Jersey teacher certificate, let alone a foreign language endorsement on a New Jersey teacher certificate. The pupils in the room are supervised or monitored by Department chairpersons who do not hold foreign language endorsements on their teaching certificates. It is not known if either or both of these persons ever studied Latin. Obviously, the television instructor cannot be asked questions. There is no interactivity.

[EDU 00392-99, Initial Decision (Mar. 23, 2000), <https://njlaw.rutgers.edu/collections/oal/> (emphasis added).]

Much of the criticism of televised instruction as it existed in 1999, appears to no longer apply; instruction by Zoom has changed (and improved) remote education. The Commissioner’s statement in Neptune that virtual instruction could not be lawfully delivered by a person without proper New Jersey certification may leave open whether virtual interactive instruction would be permissible if the instructor were New Jersey certified. But, even if such were permissible, the facts here do not support the Board’s position.

I **CONCLUDE** that there is no evidence that employees of North Plainfield had full responsibility for the classrooms in which students received virtual instruction. The Elevate instructors were responsible for all aspects of student instruction and, therefore, the Elevate instructors met the definition of “teaching staff members.” I further **CONCLUDE** that even though there is ample evidence that the Board contracted with Elevate only because it could not hire New Jersey-certified teachers and Elevate instructors did not supplant New Jersey-certified teachers, the “North Plainfield staff persons” in the classrooms were not teachers, meaning that any leeway offered by the decisions in Guttenberg and Neptune is inapplicable.

I therefore **CONCLUDE** that the Elevate instructors were members of the North Plainfield teaching staff but did not have New Jersey certification, in violation of N.J.S.A. 18A:26-2.

## Count II

Petitioners allege that the Elevate instructors were not subject to a criminal background check in compliance with N.J.S.A. 18A:6-7.1, which provides:

A facility, center, school, or school system under the supervision of the Department of Education and board of education which cares for, or is involved in the education of children under the age of 18 shall not employ for pay or contract for the paid services of any teaching staff member or substitute teacher, teacher aide, child study team member, school physician, school nurse, custodian, school maintenance worker, cafeteria worker, school law enforcement officer, school secretary or clerical worker or any other person serving in a position which involves regular contact with pupils unless the employer has first determined consistent with the requirements and standards of this act, that no criminal history record information exists on file in the Federal Bureau of Investigation, Identification Division, or the State Bureau of Identification which would disqualify that individual from being employed or utilized in such capacity or position.

[Emphasis added.]

There is no dispute that only some of the Elevate instructors were subject to criminal background checks. There is no evidence that the Board confirmed – or considered – whether the criminal background checks that were conducted of Elevate instructors adhered to the same “requirements and standards” of the New Jersey school laws, including review of name, address, and fingerprints, and the exchange of the same with the Federal Bureau of Investigation and the appropriate state police. N.J.S.A. 18A:6-7.2.<sup>8</sup> Given that the Elevate teachers were never physically present in the room with their New Jersey students, and there is no evidence that the teachers had access, virtual or otherwise, to the students outside of the classroom, the Board may have reasonably relied on the background checks conducted

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<sup>8</sup> Respondent described the background checks performed by companies hired by Elevate. See Resp’t’s Suppl. Ltr., at 2-3.

by Elevate, if such were performed. The parties only stipulated, however, that some, but not necessarily all, the Elevate instructors were subject to background checks.

I **CONCLUDE** that as teaching staff members, the Elevate instructors were subject to background checks. Based on the evidence submitted, I **CONCLUDE** that the Board did not comply with the requirements of N.J.S.A. 18A:6-7.1 and -7.2.

### **Count III**

Petitioners claim that the Elevate instructors were not approved by a majority vote of the full membership of the Board in violation of N.J.S.A. 18A:27-1, which provides that “no teaching staff member shall be appointed, except by a recorded roll call majority vote of the full membership of the board of education appointing him.”

While the Board did approve the use of Elevate instructors generally, it concedes that it did not approve the individual teachers assigned by Elevate to instruct North Plainfield students. Here, the Board offers no explanation for its failure to review the credentials and/or to interview—even virtually—the individual teachers offered by Elevate. By the summer of 2022, the COVID-19 emergency had passed and there is no reason to believe that the Board learned that it was short teachers within just days of the new school year. I **CONCLUDE** that respondent violated N.J.S.A. 18A:27-1.

### **Count IV and Count V**

Petitioners claim that because respondent did not observe and evaluate the Elevate instructors, which the Board admits it did not do, the Board violated N.J.S.A. 18A:27-3.1, and N.J.S.A. 18A:6-117, et seq. With respect to both counts, the Board argues that because the Elevate employees were not Board employees, the Board had no obligation to observe and/or evaluate them as if they were nontenured teaching staff. Resp’t’s Br. at 15.

Specifically, the laws provide, in pertinent part:

Every board of education in this State shall cause each nontenure teaching staff member employed by it to be observed and evaluated in the performance of her or his duties at least three times during each school year but not less than once during each semester. . . . The purpose of this procedure is to recommend as to reemployment, identify any deficiencies, extend assistance for their correction and improve professional competence.

[N.J.S.A. 18A:27-3.1.]

A school district shall annually submit to the Commissioner of Education, for review and approval, the evaluation rubrics that the district will use to assess the effectiveness of its teachers, principals, assistant principals, and vice-principals and all other teaching staff members. The board shall ensure that an approved rubric meets the minimum standards established by the State Board of Education.

[N.J.S.A. 18A:6-122(a).]

In defense of Count IV – the failure to observe and evaluate nontenured staff – the Board argues that Elevate instructors were not employed by the Board nor were they members of the North Plainfield “teaching staff.” Having previously concluded that the Elevate instructors were members of the North Plainfield teaching staff, I instead consider the purpose of observation and evaluation procedures in N.J.S.A. 18A:27-3.1, which is to assess candidates for tenure and address professional deficiencies that may otherwise prevent tenure. The Elevate teachers were not eligible for tenure and therefore were unlikely to expect the review and opportunity for professional guidance mandated for local teachers who intend to make their careers in the North Plainfield district. I **CONCLUDE** that respondent did not violate N.J.S.A. 18A:27-3.1.

Under Count V, petitioners allege respondent violated the Teacher Effectiveness and Accountability for the Children of New Jersey Act, N.J.S.A. 18A:6-117 to -129, the goal of which “is to raise student achievement by improving instruction through the adoption of evaluations that provide specific feedback to educators[.]” Here, the Board is required to evaluate the effectiveness of all teaching staff members using a rubric adopted by the Board

and approved by the Commissioner. See N.J.A.C. 6A:10-2.1(a). It is not enough to provide instruction; the Board had the legal obligation to ensure that the instruction – even by alternate means -- was effective. Even though the Elevate instructors were continuously monitored by North Plainfield staff, the District did not formally evaluate their effectiveness using the rubrics approved by the Commissioner and therefore, I **CONCLUDE** that the Board violated N.J.S.A. 18A:6-122(a).

## Count VI

Petitioners allege that the virtual instructors provided by Elevate are not residents of New Jersey, in violation of the New Jersey First Act, N.J.S.A. 52:14-7. This claim, however, is not within the jurisdiction of the Commissioner and, therefore, I **CONCLUDE** that it must be dismissed. See N.J.S.A. 18A:6-9 (Commissioner's jurisdiction extends only to controversies and disputes arising under the school laws); N.J.S.A. 52:14-7(d) (complaints filed under the New Jersey First Act shall be brought in the Superior Court of New Jersey); Robbinsville Educ. Ass'n v. Bd. of Educ. of Robbinsville, EDU 12760-23, Comm'r, Final Decision (Mar. 17, 2025), <https://www.nj.gov/education/legal/>.

Finally, petitioners seek recovery of costs but have presented no evidence of the harm they allegedly suffered. No members of the association were laid off, denied tenure, and/or otherwise supplanted by the Elevate staff. Despite petitioners' late claim that the taxpayers, of which class petitioner Alexis Holbrook is a member, were unduly charged to cover the Elevate contracts, there is no evidence that the amounts paid by the Board under those contracts met or exceeded the costs that the Board would have incurred in salary and benefits for local teachers.

The teacher shortage crisis in North Plainfield has passed, and the Board has filled all positions with local, qualified, New Jersey-certified teachers. As is apparent from ACR 192/SCR 152, the Legislature is aware of the use of virtual instructors in the public schools, may be aware of the hiring problems faced by public schools in the state, and has directed the DOE to provide it with data. A solution to the problem that resulted in this matter may be forthcoming.

**ORDER**

For the above reasons, I **ORDER** that the cross-motion for summary decision of North Plainfield Education Association and Alexis Holbrook is **GRANTED** with respect to Counts I, II, III, and V, and **DENIED** with respect to Counts IV, VI, and VII, and the cross-motion of respondent Borough of North Plainfield Board of Education is **GRANTED** with respect to Counts IV, VI, and VII, and **DENIED** with respect to Counts I, II, III, and V. Finally, I **ORDER** that costs shall not be awarded to either party.

As provided at N.J.A.C. 1:1-12.7, disposition of the cross-motions for summary decision leaves no issues in dispute, concluding this case, and, therefore, 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](mailto: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.

November 13, 2025 \_\_\_\_\_  
DATE

  
\_\_\_\_\_  
TRICIA M. CALIGUIRE, ALJ

Date Received at Agency: \_\_\_\_\_

Date Mailed to Parties: \_\_\_\_\_

TMC/kl