

254-26E

OAL Dkt. Nos. EDU 08690-26, 09067-26, 09007-26, and 09105-26 (consolidated)

Agency Dkt. Nos. 209-05-26, 220-06-26, 224-06-26, and 227-06-26

New Jersey Commissioner of Education

Order on Emergent Relief

M.B., on behalf of minor children, M.B. and V.B.,

Petitioner,

v.

Holmdel Board County, Monmouth County,

Respondent.

AND

K.R.P., on behalf of minor child, J.P.,

Petitioner,

v.

Holmdel Board County, Monmouth County,

Respondent.

AND

D.U. and S.U., on behalf of minor children, A.U.,
M.U., and E.U.,

Petitioners,

v.

Holmdel Board County, Monmouth County,

Respondent.

AND

A.L., on behalf of minor child, K.P.,

Petitioner,

v.

Holmdel Board County, Monmouth 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 petitioners have 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 petitioners' applications for emergent relief is adopted. 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 17, 2026

Date of Mailing: July 17, 2026



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

ORDER DENYING
EMERGENT RELIEF
(CONSOLIDATED)

**M.B., ON BEHALF OF MINOR CHILDREN,
M.B. AND V.B.,**

Petitioner,

v.

**BOARD OF EDUCATION OF THE
TOWNSHIP OF HOLMDEL, MONMOUTH
COUNTY,**

Respondent.

AND

K.R.P., ON BEHALF OF MINOR CHILD, J.P.,

Petitioner,

v.

**BOARD OF EDUCATION OF THE
TOWNSHIP OF HOLMDEL, MONMOUTH
COUNTY,**

Respondent.

AND

**D.U. AND S.U., ON BEHALF OF MINOR
CHILDREN, A.U., M.U., AND E.U.,**

Petitioners,

OAL DKT. NO. EDU 08690-26

AGENCY DKT. NO. 209-05-26

OAK DKT. NO. EDU 09067-26

AGENCY DKT. NO. 220-06-26

OAL DKT. NO. EDU 09007-26

AGENCY DKT. NO. 224-06-26

v.

**BOARD OF EDUCATION OF THE
TOWNSHIP OF HOLMDEL, MONMOUTH
COUNTY,**

Respondent.

AND

A.L., ON BEHALF OF MINOR CHILD, K.P.,

Petitioner,

OAL DKT. NO. EDU 09105-26

AGENCY DKT. NO. 227-06-26

v.

**BOARD OF EDUCATION OF THE
TOWNSHIP OF HOLMDEL, MONMOUTH
COUNTY,**

Respondent.

M.B., petitioner, pro se

K.R.P., petitioner, pro se

D.U. and S.U., petitioners, pro se

A.L., petitioner, pro se

Kyle J. Trent, Esq., for respondent, Holmdel Board of Education, Monmouth
County (Apruzzese, McDermott, Mastro & Murphy, P.C., attorneys)

BEFORE **SAMANTHA L. PRICE**, ALJ:

STATEMENT OF THE CASE

On April 29, 2026, respondent, the Holmdel Board of Education, adopted a budget for the 2026–2027 school year eliminating courtesy busing. Petitioners request the

continuation of courtesy busing, as they reside on a hazardous route. Are petitioners entitled to emergent relief? No. In order to prevail on a request for emergent relief, petitioners must demonstrate irreparable harm if the requested relief is not granted and that they have a likelihood of prevailing on the merits of the underlying claim, among other factors. N.J.A.C. 6A:3-1.6(b).

PROCEDURAL HISTORY

On April 29, 2026, the Holmdel Board of Education passed a budget for the 2026–2027 school year eliminating courtesy busing for non-remote students.

On May 29, 2026, M.B. filed a petition of appeal and motion for emergent relief with the New Jersey Department of Education, Office of Controversies and Disputes, requesting an order requiring the Holmdel Board of Education to provide busing for the 2026–2027 school year to students whose walking routes are determined to be hazardous, and the continuation of courtesy busing pending final resolution of the underlying petition. On June 1, 2026, the Office of Controversies and Disputes transmitted the case to the Office of Administrative Law as a contested case with a request for emergent relief. N.J.S.A. 52:14B-1 to -15; N.J.S.A. 52:14F-1 to -13.

On June 3, 2026, K.R.P. filed a petition of appeal and motion for emergent relief with the Office of Controversies and Disputes, requesting nearly identical relief as M.B. On June 5, 2026, the Office of Controversies and Disputes transmitted the case to the Office of Administrative Law as a contested case with the motion for emergent relief. N.J.S.A. 52:14B-1 to -15; N.J.S.A. 52:14F-1 to -13.

Also on June 3, 2026, D.U. and S.U. filed a petition of appeal and motion for emergent relief with the Office of Controversies and Disputes, again requesting nearly identical relief as M.B. On June 4, 2026, the Office of Controversies and Disputes transmitted the case to the Office of Administrative Law as a contested case with the motion for emergent relief. N.J.S.A. 52:14B-1 to -15; N.J.S.A. 52:14F-1 to -13.

On June 5, 2026, A.L. filed a petition of appeal and motion for emergent relief with the Office of Controversies and Disputes, also requesting identical relief as M.B. On that date, the Office of Controversies and Disputes transmitted the case to the Office of Administrative Law as a contested case along with the motion for emergent relief. N.J.S.A. 52:14B-1 to -15; N.J.S.A. 52:14F-1 to -13.

On June 5, 2026, the Holmdel Board of Education submitted a motion to dismiss the petition in lieu of an answer and in opposition to M.B.'s motion for emergent relief, along with a motion to consolidate the cases filed by the petitioners and any future petitioners seeking the same relief.

On June 8, 2026, M.B., K.R.P., D.U. and S.U., and A.L. and the Holmdel Board of Education participated in a conference call. During the call, petitioners opposed the Holmdel Board of Education's motion to consolidate the cases based on the factual inconsistencies present for each of their routes to school. On June 10, 2026, I granted the Holmdel Board of Education's motion for consolidation and entered an Order of Consolidation.

On June 9, 2026, M.B., and D.U. and S.U., filed a reply to the Holmdel Board of Education's opposition to the request for emergent relief, with supporting documents.

On June 10, 2026, I held oral argument on petitioners' request for emergent relief and closed the record.

FINDINGS OF FACT

Based on the papers submitted in support of and in opposition to the application for emergent relief, I **FIND** the following as **FACT** for purposes of this application only:

Petitioners are residents of Holmdel Township, and their children are enrolled in the Holmdel Township School District, a kindergarten-through-grade-twelve school district.

Petitioners reside less than 2.5 miles from the high school, or 2.0 miles from their assigned elementary school, as follows:

- M.B. resides 1.7 miles from Holmdel High School, where her children, M.B. and V.B., will attend school for the 2026–2027 school year.
- K.R.P. resides 2.1 miles from Holmdel High School, where her child, J.P., will attend school for the 2026–2027 school year.
- D.U. and S.U. reside 1.7 miles from Holmdel High School and Indian Hill Elementary School, where their children, A.U., M.U., and E.U., will attend school for the 2026–2027 school year.
- A.L. resides 2.3 miles from Holmdel High School, where her child, K.P., will attend school for the 2026–2027 school year.

On March 19, 2025, the Holmdel Board of Education entered into a Shared Services Agreement with the Township of Holmdel that included a provision for the Holmdel Board of Education to provide courtesy busing to students for the 2025–2026 school year as a condition of receiving funding from Holmdel Township. The Shared Services Agreement expires as of June 30, 2026, and no agreement is in place for the 2026–2027 school year.

Consistent with the Shared Services Agreement between the Holmdel Board of Education and the Township, petitioners' children have all received courtesy busing to their assigned school during the 2025–2026 school year.

On April 29, 2026, the Holmdel Board of Education adopted a budget for the 2026–2027 school year that eliminated courtesy busing for all non-remote students.

Petitioners raised concerns with the Holmdel Board of Education that the walking routes from their residences to their children's assigned schools are unsafe. Although the specific concerns are individualized with respect to each petitioner's route to school, common concerns include inconsistent sidewalk availability, sparse street lighting, heavy traffic, lack of crossing supervision at intersections, and steep elevation changes.

This past spring, the Holmdel Board of Education announced that it would provide subscription busing for the 2026–2027 school year. In accordance with the “Subscription Busing—FAQ” document, any family in the district not eligible for mandated district transportation could apply for subscription busing. The Holmdel Board of Education estimates that the fee for subscription busing for each student for the 2026–2027 school year is between \$650 and \$750. Students who are eligible for free or reduced lunch can apply for a reduction or waiver of the fee.

On Friday, June 5, 2026, the Holmdel Board of Education posted an application for subscription busing, due by the close of business on June 11, 2026. A non-refundable deposit of \$500 is required upon submission of an application to reserve a seat on a bus route for the 2026–2027 school year.

CONCLUSIONS OF LAW

Petitioners request emergent relief ordering the Holmdel Board of Education to provide courtesy busing for the 2026–2027 school year and continuing until the resolution of the underlying petition. To obtain this relief, petitioners must meet the standards in Crowe v. DeGioia, 90 N.J. 126 (1982). These standards are codified at N.J.A.C. 6A:3-1.6(b):

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.

Irreparable Harm

Harm is irreparable when no adequate remedy exists in law or in equity, including when the remedy cannot be redressed adequately by monetary damages. Crowe, 90 N.J. at 132–33. The petitioners must demonstrate more than a mere risk or irreparable harm, but a “clear showing of immediate irreparable injury.” Continental Group, Inc. v. Amoco Chems. Corp., 614 F.2d 351, 359 (3d Cir. 1980) (citation omitted). There must be a “presently existing actual threat,” and relief cannot be granted on an emergent basis to “eliminate a possibility of a remote future injury.” Ibid. (citation omitted).

In this case, petitioners argue that the elimination of courtesy busing will result in students being forced to walk to school on routes without sidewalks, adequate lighting, marked crosswalks, or crossing guards, causing a substantial risk of serious physical injury.

The Holmdel Board of Education argues that this risk of harm is speculative and can be mitigated by using alternative means of transporting the children to school, such as driving the children to school or utilizing the subscription busing option offered for the 2026–2027 school year.

I agree that the risk of harm to the children by walking to school is speculative and can be mitigated by either petitioners driving the children to school or utilizing the subscription busing option. Any funds expended by petitioners for subscription busing can be sufficiently redressed through monetary damages if petitioners are successful on their underlying claim. Therefore, I **CONCLUDE** that petitioners have not demonstrated that they will suffer irreparable harm by the elimination of courtesy busing for the 2026–2027 school year.

Legal Right is Settled and Likelihood of Success on the Merits

Emergent relief “should be withheld when the legal right underlying plaintiff’s claim is unsettled.” Crowe, 90 N.J. at 133 (citation omitted). Further, “a plaintiff must make a preliminary showing of a reasonable probability of ultimate success on the merits.” Ibid.

As the likelihood of success on the merits is often connected to whether the legal right is settled, these two standards will be addressed together.

The law regarding when boards of education must transport students to school is settled: School districts must provide transportation for elementary students residing more than two miles from their public school of attendance and high school students residing more than two and a half miles from their public school of attendance. N.J.S.A. 18A:39-1. This provision is often referred to as mandated transportation. A board of education may provide transportation for students residing less than these mileage thresholds. N.J.S.A. 18A:39-1.1. This provision is often referred to as courtesy busing.

Any board of education that chooses to provide courtesy busing must adopt a policy regarding the transportation of students who walk to and from school along hazardous routes. N.J.S.A. 18A:39-1.5. The policy must include a list of hazardous routes in the district requiring the courtesy busing of students and the criteria used in designating the hazardous routes. Ibid.

Petitioners argue that the statute regarding the creation of a hazardous-route policy requires the Holmdel Board of Education to continue providing courtesy transportation to students who reside along a hazardous route until an assessment of the safety of the routes can be conducted. No such requirement, however, exists. The statute simply states that any board of education that chooses to provide courtesy busing must consider students residing along a hazardous route. It does not create a new obligation to provide transportation for non-remote students who may live along a hazardous route when courtesy busing is not otherwise provided.

In addition, petitioners argue that the failure of the Holmdel Board of Education to conduct a hazardous-route analysis prior to eliminating courtesy busing was arbitrary, capricious, and unreasonable, but the law imposes no such requirement either.

Therefore, I **CONCLUDE** that while the legal right underlying petitioners' claim is settled, it is settled against petitioners' position, and they do not have a likelihood of success on the merits of their claim.

Equities and Interests of the Parties

The final prong of the above test is the relative hardship to the parties in granting or denying relief. Crowe, 90 N.J. at 134.

Petitioners claim that the equities favor them since student safety will be impacted if the relief is not granted, whereas the harm to the Holmdel Board of Education is purely financial. Such an argument, however, imposes a new legal obligation on boards of education. In short, it would require all boards of education to provide courtesy busing to any student residing on a route deemed hazardous, without regard to the statutory mileage limits. This exceeds the transportation obligations for boards of education under the law and would impact their discretionary authority to adopt a school budget.

As such, I **CONCLUDE** that the relative hardships favor the Holmdel Board of Education, and that petitioners' motion for emergent relief must be denied.

ORDER

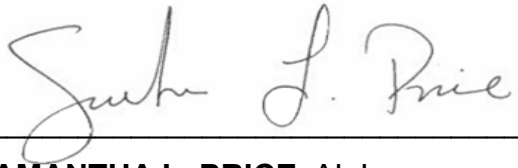
Given my findings of fact and conclusions of law, I **ORDER** that the petitioners' motion for emergent relief is **DENIED**. This case will continue to a plenary hearing to address the merits of the underlying petitions.

This order on application for emergent relief 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. The final decision shall be issued without undue delay, but no later than forty-five days following the entry of this order. If the 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 11, 2026

DATE



SAMANTHA L. PRICE, ALJ

Date Received at Agency:

Date Mailed to Parties:

SLP/oni

APPENDIX

Documents Relied On

For Petitioners:

- P-A Images 1 through 7, road conditions
- P-B Email communications between S.U. and D.U. and the Holmdel Board of Education, May 7, 2026; May 13, 2026; May 18, 2026; and May 19, 2026
- P-C NJ School Zone Design Guide
- P-D “Holmdel School Board OKs 7% Tax Hike as Township Bolsters Budget,” The Two River Times, April 2–8, 2026
- P-E “Holmdel Schools Approves 2026–2027 Budget Plan,” May 7, 2026; Holmdel Board of Education Final Budget Presentation, 2026–2027
- P-F “Holmdel Unveils 2025–2026 ‘Not to Exceed’ Budget; Board Approves Township Shared-Service Agreements,” March 18, 2025
- P-G “Holmdel School Board Budget Proposes Tax Hike, Layoffs and Busing Cuts”
- P-H Change.Org Petition, “Save Courtesy Busing for Holmdel District Students”
- P-I Holmdel Township Public Schools Subscription Busing—FAQ
- P-J Subscription Busing Application 2026–2027 email, June 5, 2026

For Respondent, Board of Education of the Township of Holmdel:

- Certification of Kyle J. Trent, Esq., June 5, 2026
- R-1 Shared Services Agreement between the Township of Holmdel and the Holmdel Board of Education, March 19, 2025