

**New Jersey Commissioner of Education**  
**Order on Emergent Relief**

K.S.,

Petitioner,

v.

Point Pleasant Board of Education, Ocean County,

Respondent.

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

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

Accordingly, the recommended Order denying petitioner's application for emergent relief is adopted. 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 29, 2026  
Date of Mailing: July 29, 2026



**State of New Jersey**  
OFFICE OF ADMINISTRATIVE LAW

**ORDER DENYING**

**EMERGENT RELIEF**

OAL DKT. NO. EDU 09669-26

AGENCY DKT. NO. 246-06-26

**K.S.,**

Petitioner,

v.

**POINT PLEASANT BOARD OF EDUCATION,**

**OCEAN COUNTY,**

Respondent.

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**K.S.,** petitioner, pro se

**Jacob Mintun, Esq.,** for respondent (Comegno Law Group, attorneys)

BEFORE **DIANE HOAGLAND, ALJ:**

**STATEMENT OF THE CASE**

Petitioner, K.S., seeks correction of his student transcript to reflect grades rather than the agreed-upon pass or fail designation for resubmission to his selected college by July 1, 2026, even though he presents no evidence that his current transcript is deficient. Is petitioner entitled to emergent relief? No. To prevail on a request for emergent relief, a petitioner must demonstrate that they will suffer irreparable harm if the requested relief is not granted. N.J.A.C. 6A:3-1.6(b).

### **PROCEDURAL HISTORY**

On June 15, 2026, K.S. filed an application for emergent relief with the New Jersey Department of Education (DOE), Office of Controversies and Disputes, requesting an order directing respondent, the Point Pleasant Board of Education (Board or District), to correct asserted inaccuracies on his transcript and prevent distribution of his transcripts until they are corrected. K.S. did not file an underlying petition with his emergent-relief request.

On June 15, 2026, the DOE transmitted the application to the Office of Administrative Law as a contested case with a request for emergent relief under N.J.S.A. 52:14B-1 to -15 and N.J.S.A. 52:14F-1 to -13.

On June 18, 2026, K.S. graduated from Point Pleasant Borough High School.

On June 20, 2026, K.S. submitted additional documents and information for consideration and requested immediate administrative correction or resolution before the oral argument scheduled for June 25, 2026, to prevent claimed irreparable harm to K.S.'s enrollment at the University of South Carolina (USC). K.S. asserts that USC requires final transcripts by July 1, 2026. He supplies no evidence supporting this deadline.

On June 22, 2026, the Board submitted an opposition to K.S.'s Petition for Emergent Relief, which included K.S.'s transcript dated June 19, 2026.

On June 22, 2026, I held a pre-hearing conference with K.S. and Jacob Mintun, Esq., counsel for the Board. During that conference, K.S. requested written confirmation that the Board would send a final corrected transcript to USC by the July 1, 2026, deadline. Mintun agreed to contact an administrator of Point Pleasant Borough High School to obtain written confirmation that K.S.'s uncorrected transcript, which the Board submitted with its opposition, would be sent to the University of South Carolina prior to July 1, 2026.

On June 23, 2026, the District sent K.S.'s uncorrected transcript to the University of South Carolina.

On June 24, 2026, K.S. filed the underlying petition of appeal, which was assigned to me and remains pending.

On June 25, 2026, I held the oral argument on K.S.'s request for emergent relief and closed the record.

### **FINDINGS OF FACT**

Point Pleasant Borough High School allows students to enroll in Option II courses, which include a dual-enrollment program. The dual-enrollment program allows students to enroll in college courses while still in high school and obtain college credits. The Point Pleasant Borough High School 2025–2026 Course Selection Guide instructs that if a student elects to place an Option II course on their transcript, the grade, pass or fail, will be noted on the transcript. District Policy 5430 provides that grades earned in Option II courses will not be included in the calculation of class rank. For every Option II class a student enrolls in, they must submit an Option II Credit Application to post the course on their transcript. Significantly, the Course Selection Guide advises students to contact their college of interest to discuss the applicability of dual-enrollment coursework and acceptance of the credits earned.

On May 28, 2025, A.S., the parent of K.S., signed and submitted an Option II Credit Application for a Precalculus course at Ocean County College. On July 28, 2025, K.S. also signed the Option II Credit Application for Precalculus. On August 18, 2025, K.S. and A.S. signed and submitted a second Option II Credit Application for Calculus I, Calculus II, Physics I, and Physics II, which were also courses at Ocean County College. K.S. and his parent acknowledged by signing the Option II Credit Applications that grades will be designated on the transcript as “P” (Pass) or “F” (Fail) and will not calculate into K.S.'s overall grade point average (GPA). They further acknowledged that for a letter grade to be posted on K.S.'s transcript, they must request this modification in the application, the request must be approved by the Option II Credit Review Committee, and

even if reporting letter grades is approved, those grades will not be calculated into his GPA. K.S. and A.S. did not make the request to post letter grades on K.S.'s transcript through their signed applications. Indeed, no evidence exists that the Option II Review Committee considered a request to post letter grades on his transcript, let alone approved such a request. K.S. also did not submit an Option II Credit application for the Calculus III course taken at Ocean County College.

On March 22, 2026, A.S. sent an email to Rachel Visco, K.S.'s school counselor, requesting that his grades for Physics I and Calculus II be added to K.S.'s class rank, while also acknowledging that the District's policy is to give a pass or fail grade for dual-enrollment classes. On March 23, 2026, Visco responded that the grades will be designated on K.S.'s transcript as "P" (Pass) or "F" (Fail) and that the District will not calculate them into K.S.'s overall GPA, as outlined in the application A.S. and K.S. signed.

On March 24, 2026, A.S. sent an email to Visco regarding two classes that were not listed on K.S.'s transcript. On March 25, 2026, Visco explained to A.S. that the two classes, Digital Marketing and Investing in the 21st Century, did not appear on K.S.'s transcript because they are semester-two classes.

On June 15, 2026, Ocean County College sent the grades for K.S.'s dual-enrollment courses to Point Pleasant Borough High School. The grades sent by Ocean County College included the Calculus III course for which K.S. did not submit an Option II Credit Application to the District. On that same date, Visco sent K.S.'s current cumulative transcript to A.S., which included all the classes he took through Option II. Visco advised A.S. that the District would update K.S.'s transcript once all his grades are finalized, and she confirmed that the transcript sent in October listed all his courses. She also requested confirmation that K.S. was attending USC because K.S. did not update the school's online portal regarding his acceptance. She assured A.S. that she would send K.S.'s completed final transcript after graduation. The District's failure to identify all K.S.'s Option II class grades in his transcript or consider them in his GPA led to this emergent application. Specifically, K.S. seeks the following transcript corrections:

1. Entering post-secondary courses in Calculus I, Calculus II, Calculus III, General Physics I, and General Physics II, along with earned letter grades and the 1.09 GPA honors multiplier;
2. Removing inaccurate entries of “P” and “IP” for Calculus I (Option II), Calculus II (Option II), Physics I & II (Option II); and
3. Entering dual-enrollment courses in Investing in the 21st Century (Principles of Investing) and Digital Marketing (Principles of Marketing) with earned final grades.

On June 18, 2026, K.S. graduated from Point Pleasant Borough High School. On that same date, the District uploaded K.S.’s dual-enrollment courses to his transcript.

Point Pleasant Board of Education’s final transcript, dated June 19, 2026, included entries for Option II classes, including Calculus I, Calculus II, and Physics I & II, with final grades of P, and entries for Digital Marketing and Investing in the 21st Century, with final grades of A+ and A-, respectively.

During the pre-hearing conference on June 22, 2026, and oral argument on June 25, 2026, K.S. also requested that the District list Physics I and Physics II on two separate lines on his transcript, instead of having Physics I & II on the same line. However, the transcript accurately reported twelve credits for Physics because he earned six credits for each Physics course.

After the District sent his final transcript to USC, K.S. did not contact the college to confirm that they received his transcript or to ascertain whether the transcript sent was acceptable or deficient. K.S. sent his Ocean County College transcript to USC. His Ocean County College transcript lists two separate entries for Physics I and Physics II, and all the grades he earned for the dual-enrollment courses, including Calculus III, for which he did not submit an Option II Credit Application to the District.

K.S. asserts that he was awarded a \$44,788 scholarship from USC and that the scholarship and his enrollment at USC will be at risk if the college does not receive his corrected high school transcript, which must include letter grades for his dual-enrollment college courses and two separate lines for each Physics course, by July 1, 2026. However, he supplies no evidence that he received the scholarship or that USC informed him of such a risk or necessary change.

The Academic Scholar–Merit Award document relied upon by K.S. is not addressed to him, and there is no indication that USC is the grantor of this award. The Academic Scholar–Merit Award scholarship provides the recipient with a \$500 cash award and qualifies the recipient for a reduction of \$10,697 per year from the nonresident tuition rate. The document does not confirm that K.S. met the qualifications for this award. Importantly, the document does not address dual-enrollment college courses or transcript-reporting requirements requested by K.S. through this application.

### **CONCLUSIONS OF LAW**

K.S. requests emergent relief ordering the Board to correct inaccuracies on his transcript and restraining the District from distributing his transcript to K.S.’s committed post-secondary institution until the requested corrections are made. Notably, the District already sent the transcript to USC. To obtain this relief, K.S. 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 petitioner must demonstrate more than a mere risk of 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, K.S. argues that he will suffer irreparable harm if the District does not correct his final high school transcript as he requests by the July 1, 2026, deadline. Yet, K.S. presents no evidence that he received a scholarship from USC, or that USC requires the transcript changes he seeks, or even that there is a July 1, 2026, deadline to submit a final high school transcript. K.S. never requested that the Option II Credit Review Committee post letter grades for his dual-enrollment college courses on his transcript and the Option II Credit Review Committee never approved of such a request.

Here, the risk of harm to K.S. is speculative because K.S. failed to provide documentation confirming that he is a recipient of a scholarship for USC, or the college’s requirements for his enrollment and scholarship eligibility, or that USC would not accept the final high school transcript the District submitted. Therefore, I **CONCLUDE** that K.S. has not demonstrated that he will suffer irreparable harm if the District does not submit his final high school transcript to USC, with letter grades for his dual-enrollment college courses and two separate lines for the Physics I and Physics II courses, by July 1, 2026.

### Legal Right is Settled

Emergent relief requires petitioner to demonstrate that the legal right underlying his claim is settled. Crowe, 90 N.J. at 133 (citation omitted).

The law regarding challenges to student records is settled and is governed by N.J.A.C. 6A:32-7.7. The regulation permits a parent or adult student to challenge a

student record for inaccuracy or improper information. N.J.A.C. 6A:32-7.7(a). To request a change to the student record or to request a stay of disclosure pending final determination of the challenged procedure, the parent or adult student must notify, in writing, the superintendent of the specific issues that need to be addressed, and within ten school days the superintendent must notify the parent or adult student of the school district's decision. N.J.A.C. 6A:32-7.7(b)(1). The parent or adult student then has ten school days to appeal the school district's decision to the school board, which then needs to render a decision within twenty school days. N.J.A.C. 6A:32-7.7(b)(2) and (3). The parent or adult student can then appeal the decision of the board to the Commissioner. N.J.A.C. 6A:32-7.7(b)(4).

It is equally settled that actions within a school board's authority are entitled to a presumption of validity and will not be overturned, absent a showing that the decision was arbitrary, without rational basis, or induced by improper motives. Kopera v. W. Orange Bd. of Educ., 60 N.J. Super. 288, 294 (App. Div 1960).

Since July 28, 2025, when K.S. signed his first Option II Credit Application stating that his transcript would not reflect letter grades or count towards his overall GPA, K.S. was aware of the District's dual college enrollment transcript policies. K.S. did not challenge the District's policies as improper or challenge his student record through the superintendent under N.J.A.C. 6A:32-7.7.

Therefore, I **CONCLUDE** that K.S. failed to identify a legal right to compel the District to immediately change his transcript, which comports with its dual-enrollment college course instructions to students.

#### Likelihood of Success on the Merits

The third prong for emergent relief requires that petitioner "make a preliminary showing of a reasonable probability of ultimate success on the merits." Crowe, 90 N.J. at 133.

K.S. provides no evidence that the District's final transcript notations for K.S.'s dual-enrollment college courses require correction. K.S. knew of the school's policy since July 28, 2025, and he took no steps to have his dual college enrollment classes include letter grades or to receive consideration in his overall GPA. K.S. points to no law that contradicts the District's dual college enrollment policies.

Therefore, I **CONCLUDE** that K.S. has insufficiently demonstrated a likelihood of success on the merits of his 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. K.S., therefore, must prove that the harm to him is greater than that of the Board. The Board argues that its interest and responsibility to maintain equality in its grading and recording of transcripts throughout the District is more significant than K.S.'s interest in his unsupported request. The Board further argues that allowing one student to have dual-enrollment course grades count towards their GPA when no other student is afforded that right would be unreasonable, arbitrary, and capricious. K.S. made no argument that the harm to him is greater than that of the Board if emergent relief is not granted.

I agree that the Board would suffer greater harm than K.S. if the emergent relief is granted, therefore, I **CONCLUDE** that the relative hardships favor the Board.

### **ORDER**

Given my findings of fact and conclusions of law, I **ORDER** that petitioner's motion for emergent relief is **DENIED**. This case will continue to a plenary hearing to address the merits of the underlying petition should the parties deem further proceedings are necessary.

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 26, 2026

DATE



**DIANE HOAGLAND, ALJ**

Date Received at Agency:

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Date Mailed to Parties:

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DH/am

## **APPENDIX**

### **Documents Relied On**

#### **For petitioner:**

- P-1 Unsigned Option II Application form for K.S.
- P-2 Academic Scholar–Merit Award
- P-3 Ocean County Undergraduate Transcript for K.S. dated June 15, 2026
- P-4 Disputed High School Transcript Grade 12 Year Layout Inaccuracies
- P-5 Scholarship Policies for Students
- P-A1 Point Pleasant Borough High School transcript for K.S. dated October 15, 2025
- P-A2 Point Pleasant Borough High School transcript for K.S. dated May 27, 2026
- P-A3 Point Pleasant Borough High School transcript for K.S. dated June 14, 2026
- P-A4 Point Pleasant Borough High School transcript for K.S. dated June 15, 2026
- P-A5 Point Pleasant Borough High School transcript for K.S. dated June 15, 2026
- P-A6 Point Pleasant Borough High School transcript for K.S. dated June 16, 2026
- P-A7 Point Pleasant Borough High School transcript for K.S. dated June 16, 2026
- P-B1 Emails between Rachel Visco and A.S. dated June 15, 2026, and June 16, 2026
- P-B2 Email from Kimberly Siciliano to K.S. dated June 15, 2026
- P-C1 Transcript portal screen for K.S.
- P-C2 June 2026 school calendar
- P-C3 GPA and Rank document
- P-A8 Point Pleasant Borough High School transcript for K.S. dated June 19, 2026
- P-A9 Point Pleasant Borough High School transcript for K.S. dated June 23, 2026

#### **For respondent:**

- R-A Point Pleasant Borough High School 2025–2026 Course Selection Guide, page 11

- R-B Point Pleasant Borough High School 2025–2026 Course Selection Guide, page 12 through 14
- R-C Application for Option II Credit Application dated May 28, 2025
- R-D Application for Option II Credit Application dated August 18, 2025
- R-E Point Pleasant Borough High School transcript for K.S. dated June 19, 2026
- R-F Emails between A.S. and Rachel Visco dated March 22, 2026, through March 25, 2026
- R-G Emails and list of dual-enrollment courses from Ocean County College sent on June 15, 2026, to Point Pleasant High School
- R-H District Regulation 8330
- R-I District Regulation 5430
- R-J State of New Jersey Department of Education Office of Special Education Request for Emergent Relief form