

SUPERINTENDENT

3/21/16 - 16:

NON-RESIDENT TUITION AGREEMENT

BE IT RESOLVED, that the Board of Education, upon the recommendation of the Interim Superintendent of Schools, approves an agreement between Vincent and Joann Concina for student V.C. and the Board of Education for non-resident tuition for the 2015-2016 school year.

**CRANFORD PUBLIC SCHOOLS
CRANFORD NEW JERSEY
2015-2016**

TUITION (NON-RESIDENT) PUPIL AGREEMENT

(To be used for non-resident pupils enrolled in the Cranford Public Schools)

IT IS HEREBY AGREED by and between the BOARD OF EDUCATION OF CRANFORD, NEW JERSEY, and Vincent and Joann Concina the legal guardian(s)/parent(s) of [REDACTED] AND [REDACTED] (hereinafter designated the "pupil") (hereinafter collectively referred to as the "parties").

- (1) THAT: The said Board does hereby agree to allow the above named pupil, whose legal residence is outside the Township of Cranford, to attend the Cranford Public Schools subject to the following terms and conditions.
- (2) THAT: Attendance at the designated public school is conditioned upon the legal guardian/parent and pupil paying a tuition fee of \$13,510 for the 2015-16 school year, in accordance with the following terms:

\$1,351 shall be paid by March 18, 2016 (this payment shall cover tuition
for the month of January 2016)

\$1,351 shall be paid by April 13, 2016 (this payment shall cover tuition for
the month of February 2016)

\$1,351 shall be paid by May 1, 2016 (this payment shall cover tuition for
the month of March 2016)

- a. If the parties establish residency in the Township of Cranford by April 1, 2016, and maintain that residency through the conclusion of the 2015-2016 school year, no tuition payments shall be made for the months of April, May, and June 2016, and effective May 16, 2016, payments for past tuition for the months of September 2015 through December 2015 shall be made as follows:

\$675.50 shall be paid by May 16, 2016 (this payment shall cover ½ of
tuition for September 2015)

\$675.50 shall be paid by June 1, 2016 (this payment shall cover ½ of
tuition for September 2015)

\$675.50 shall be paid by July 1, 2016 (this payment shall cover ½ of
tuition for October 2015)

\$675.50 shall be paid by August 1, 2016 (this payment shall cover ½
of tuition for October 2015)

\$675.50 shall be paid by September 1, 2016 (this payment shall cover ½
of tuition for November 2015)

\$675.50 shall be paid by October 1, 2016 (this payment shall cover ½
of tuition for November 2015)

\$675.50 shall be paid by November 1, 2016 (this payment shall cover $\frac{1}{2}$ of tuition for December 2015)

\$675.50 shall be paid by December 1, 2016 (this payment shall cover $\frac{1}{2}$ of tuition for December 2015)

- b. If the parties do not establish residency in the Township of Cranford by April 1, 2016, and maintain that residency through the conclusion of the 2015-2016 school year, in addition to the March 18, 2016, April 13, 2016, and May 1, 2016 payments noted above, tuition payments shall be due as follows:

\$1,351 shall be paid by May 16, 2016 (this payment shall cover tuition for the month of April 2016)

\$1,351 shall be paid by June 1, 2016 (this payment shall cover tuition for the month of May 2016)

\$1,351 shall be paid by June 24, 2016 (this payment shall cover tuition for the month of June 2016)

\$675.50 shall be paid by July 11, 2016 (this payment shall cover $\frac{1}{2}$ of tuition for September 2015)

\$675.50 shall be paid by August 1, 2016 (this payment shall cover $\frac{1}{2}$ of tuition for September 2015)

\$675.50 shall be paid by September 1, 2016 (this payment shall cover $\frac{1}{2}$ of tuition for October 2015)

\$675.50 shall be paid by October 1, 2016 (this payment shall cover $\frac{1}{2}$ of tuition for October 2015)

\$675.50 shall be paid by November 1, 2016 (this payment shall cover $\frac{1}{2}$ of tuition for November 2015)

\$675.50 shall be paid by December 1, 2016 (this payment shall cover $\frac{1}{2}$ of tuition for November 2015)

\$675.50 shall be paid by January 1, 2017 (this payment shall cover $\frac{1}{2}$ of tuition for December 2015)

\$675.50 shall be paid by February 1, 2017 (this payment shall cover $\frac{1}{2}$ of tuition for December 2015)

It is understood that if the parties establish residency in the Township of Cranford after April 1, 2016 but prior to the conclusion of the 2015-2016 school year, the tuition schedule set forth herein at Paragraph 2(b) shall be adjusted accordingly.

- c. All tuition payments set forth in Paragraph 2, including those set forth at Paragraphs 2a and 2b, shall be made by check or money order. Cash shall not be accepted. Failure to make a scheduled payment or default on a check shall render this agreement terminated immediately and the parties agree that the Board reserves the right to seek enforcement of the payment provisions outlined in this Agreement in an appropriate Court of law and the legal guardians/parents of the pupil and the pupil agree to pay the Board all reasonable attorney's fees and costs incurred by the Board to collect such payment. The legal guardians/parents of the pupil and the pupil's liability shall be joint and several.
- (3) THAT: Admission as a non-resident pupil pursuant to this Agreement is for the current school year only. If the parties do not establish residency in the Township of Cranford prior to the start of the 2016-2017 school year, readmission to the District as a non-resident pupil for the 2017-2018 school year shall be contingent upon all tuition for the 2016-2017 school year, as set forth in Paragraph 2, including 2(a) or 2(b), as applicable, being paid in full prior to the start of the 2016-2017 school year, compliance with the Board's policy concerning student behavior and discipline, and execution of a new Tuition (Non-resident) Pupil Agreement for the 2016-2017 school year.
- (4) THAT: Transportation shall not be provided by the District.
- (5) THAT: If the pupil engages in behavior deemed inappropriate by the Administration in light of the Board's policy concerning student behavior and discipline, said pupil may be removed from the rolls of the district and this agreement shall be deemed terminated. Upon termination, the legal guardian(s)/parent(s) of the pupil and the pupil shall remain responsible for the tuition costs set forth in paragraph 2, including 2(a) or 2(b), as applicable, through the date of attendance.
- (6) THAT: In addition to being subject to the terms and conditions of this agreement and the rules, regulations and policies adopted by the Board concerning tuition students, as may be modified from time to time by the Board, said pupil is also subject to all of the rules, regulations and policies governing non-tuition students/pupils, as may be modified from time to time by the Board.
- (7) THAT: This agreement does not serve to alter or replace any of the existing policies adopted by the Board concerning tuition students/pupils, but rather, serves to complement those rules, regulations and policies which are currently in effect, and may be modified from time to time by the Board.
- (8) THAT: The legal guardian(s)/parent(s) of the pupil and the pupil agree to indemnify and hold the Cranford Board of Education and their representatives, employees and successors, individually or otherwise, harmless from any claims, damages, actions or liabilities resulting from the educational services provided to the pupil pursuant to this Agreement.

- (9) THAT: In consideration of the terms of this Agreement, the parents/legal guardians of the pupil and the pupil shall release the Board from any and all claims, rights and liability, including but not limited to any and claims for attorneys' fees, compensatory education, monetary damages, civil liability, or any other equitable or legal relief through the date of the execution of this Agreement.
- (10) THAT: This Agreement embodies the entire agreement between the legal guardian(s)/parent(s) of the pupil and the pupil hereto and cannot be varied except by written agreement of the undersigned parties.
- (11) THAT: This Agreement shall be governed by the laws of the State of New Jersey.
- (12) THAT: The parties agree that the terms of this Agreement shall be confidential to the maximum extent permitted by law.
- (13) THAT: the parties have entered into this Agreement feely and voluntarily with a full understanding of their rights and the contents of this Agreement. The parties acknowledge that they had the opportunity to consult with legal counsel or with a representative of their choice and that they reviewed the Agreement in detail with their counsel or representative and fully understand its requirements and limitations.
- (14) THAT: In the event of any conflict between the terms, conditions, and provisions of the Agreement and the provisions of the Board's policies, or any permissive state or federal law, then unless otherwise prohibited by law, the terms of this Agreement shall take precedence over the contrary provisions of the Board's policies or any such permissive law.
- (15) THAT: This Agreement is subject to ratification by the Cranford Township Board of Education.

Dated this 18 day of MARCH 2016.

Attest: 
Secretary, Board of Education

By: 
President, Board of Education

Date Accepted March 18 2016

By: 
Parent(s)/legal guardian(s) for pupil

Date Accepted MARCH 18 2016

By: 
Parent(s)/legal guardian(s) for pupil

Date Accepted March 18 2016

By: 
Pupil

Make check payable to: **Cranford Board of Education**
PLEASE REMIT PAYMENT BY THE FIRST OF THE MONTH TO:
Dale Weber, Business Office
Cranford Board of Education
132 Thomas Street
Cranford, NJ 07016

9/12/16 – 9:

NON-RESIDENT TUITION AGREEMENT

BE IT RESOLVED, upon the recommendation of the Interim Superintendent of Schools, that the Board of Education approves an agreement between Vincent and Joann Concina for student V.C. and the Board of Education for non-resident tuition for the 2016-2017 school year.

CRANFORD PUBLIC SCHOOLS
CRANFORD NEW JERSEY
2016-2017
TUITION PUPILS

IT IS HEREBY AGREED by and between the BOARD OF EDUCATION OF CRANFORD, NEW JERSEY, and for Joann and Vincent Concina, the legal guardian(s)/parent(s) and [REDACTED] (hereinafter designated the "pupil").

- (1) THAT: The said Board does hereby agree to allow the above named pupil to attend the Cranford public schools subject to the following terms and conditions.
- (2) THAT: Attendance at the designated public school is conditioned upon the pupil (parent/guardian) paying a tuition fee of \$13650.00, for the 2016-17 school year, in accordance with the following terms: Tuition for the 2016-2017 school year has been paid in full with a post dated check received on 9/2/2016.
- (3) THAT: If the pupil engages in behavior deemed inappropriate by the Administration in light of the Board's policy concerning student behavior and discipline, said pupil may be removed from the rolls of the district and this agreement shall be deemed terminated.
- (4) THAT: In addition to being subject to the terms and conditions of this agreement and the rules, regulations and policies adopted by the Board concerning tuition students, said pupil is subject to all of the rules, regulations and policies governing non-tuition students/pupils.
- (5) THAT: This agreement does not serve to alter or replace any of the existing policies adopted by the Board concerning tuition students/pupils, but rather, serves to complement those rules, regulations and policies which are currently in effect.

Dated this 2 day of SEPT 20016.

Attest: [Signature]
Secretary, Board of Education

By: [Signature]
President, Board of Education

Date Accepted 9/12 2016

By: [Signature]
Parent(s)/legal guardian(s) for
pupil

April 26, 2022
02:24 PM

CRANFORD PUBLIC SCHOOL DISTRICT
Revenue Detail Inquiry

Page No: 1

Revenue Account No: 10-1310-000

Description: TUITION FROM INDIVIDUALS

Starting Date: 07/01/15

** Transaction is Not Included in Balance

En = PO Line Item First Encumbrance Date

Account Type: Accrual Basis/Anticipated

Ending Date: 06/30/16

PO Transactions: Summarized

2015-2016
TOTAL PAID
\$8,106.00

Date	Description	Amount	YTD Revenue	YTD Cash	AR Balance
07/01/15	Change To Curr Anticip Old: 66600.00 New: 0.00 Adopted Revenue				
07/01/15	Change To Curr Anticip Old: 0.00 New: 66600.00 Adopted Revenue 15-16 Adopted Budget Post Ref: B 4274 0				
03/24/16	Cash Receipt Check: CK 263 15/16 Regular Ed- Concina Source: TUITION Post Ref: R 6182 2	1,351.00	0.00	1,351.00	1,351.00-
03/31/16	Accrued Revenue Tuition Contract - Concina Post Ref: R 6193 1	13,510.00	13,510.00	1,351.00	12,159.00
04/08/16	Cash Receipt Check: CK 324 15/16 Ready Ed- Concina Source: TUITION Post Ref: R 6197 17	1,355.00	13,510.00	2,706.00	10,804.00
06/30/16	Cash Receipt Check: CK 265 15/16 Reg Ed- Concina Source: TUITION Post Ref: R 6282 1	4,000.00	13,510.00	6,706.00	6,804.00
06/30/16	Cash Receipt Check: CK 266 15/16 Reg Ed- Concina Source: TUITION Post Ref: R 6282 2	49.00	13,510.00	6,755.00	6,755.00
06/30/16	[REDACTED] Check: [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	13,510.00	8,106.00	5,404.00
06/30/16	[REDACTED] Check: [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	13,510.00	6,755.00	6,755.00
06/30/16	Cash Receipt Check: CK 293 15/16 Reg Ed-Concina Source: TUITION Post Ref: R 6308 1	1,351.00	13,510.00	8,106.00	5,404.00

Revenue Account No: 10-1310-000

Description: TUITION FROM INDIVIDUALS

Starting Date: 07/01/16

** Transaction is Not Included in Balance

En = PO Line Item First Encumbrance Date

Account Type: Accrual Basis/Anticipated

Ending Date: 06/30/17

PO Transactions: Summarized

2016-2017

TOTAL PAID

\$ 19,054.00

Date	Description	Amount	YTD Revenue	YTD Cash	AR Balance
07/01/16	Change To Curr Anticip Old: 0.00 New: 0.00 Adopted Revenue Post Ref: B 4562 1874		15-16 A/R 16-17	\$ 5,404.- \$ 13,650.-	
07/01/16	AR Balance Forward End of Year Invoice Balance Forward Post Ref: R 6312 1	5,404.00	0.00	0.00	5,404.00
07/20/16	Change To Prev Cash Old: 0.00 New: 8106.00				
07/20/16	Change To Prev Revenue Old: 0.00 New: 13510.00				
07/21/16	Cash Receipt Check: CK 294 15/16 Regular Ed- Concina Source: TUITION Post Ref: R 6326 2	675.50	0.00	675.50	4,728.50
08/15/16	Cash Receipt Check: CK 269 15/16 16/17 Reg Ed - Concina Source: TUITION Post Ref: R 6353 6	1,350.00	0.00	2,025.50	3,378.50
	[REDACTED]		0.00	5,404.00	0.00
	[REDACTED]				
	[REDACTED]				
	[REDACTED]		0.00	19,054.00	13,650.00-
	[REDACTED]				
	[REDACTED]		0.00	15,675.50	10,271.50-
	[REDACTED]				
	[REDACTED]		0.00	2,025.50	3,378.50
	[REDACTED]				
	[REDACTED]				

Date	Description	Amount	YTD Revenue	YTD Cash	AR Balance
09/19/16	Cash Receipt Check: CK 337 15-16 Reg Ed-Concina-Redeposit NSF ck Source: TUITION Post Ref: R 6388 1	3,378.50	0.00	5,404.00	0.00
09/19/16	Cash Receipt Check: CK 337 16-17 Reg Ed-Concina-Redeposit NSF ck Source: TUITION Post Ref: R 6388 2	13,650.00	0.00	19,054.00	13,650.00-
09/30/16	Accrued Revenue To realize Concina 2016-17 Tuition Rev Post Ref: R 6415 1	13,650.00	13,650.00	19,054.00	0.00
01/3	[REDACTED] [REDACTED] Post Ref: R [REDACTED]	[REDACTED]	159,056.65-	19,054.00	172,706.65-
02	[REDACTED] [REDACTED]	[REDACTED]	13,650.00	19,054.00	0.00

Residency Investigator's Report

DATE RECEIVED December 14, 2015
STUDENT [REDACTED]
SCHOOL / GRADE 11th Grade - Cranford High School

ADDRESS [REDACTED]
[REDACTED]

MAIL X FEMALE

INVESTIGATED BY: Maria Schmidtberg

This investigation was conducted at the request of the Acting Superintendent of the Cranford Public Schools. This investigation involves the alleged residence of Joann Concina and her son [REDACTED] residing at [REDACTED]

NARRATIVE: On Friday, December 18th, 2015, at approximately 6:00AM surveillance was conducted at [REDACTED], NJ in an attempt to locate any vehicles registered to the father of [REDACTED]. This location check revealed negative results for any such vehicles. This investigator responded to the Clark address where the parent (father) resides at [REDACTED]

Upon surveillance it was determined that vehicles registered to him were parked in driveway and on the street.

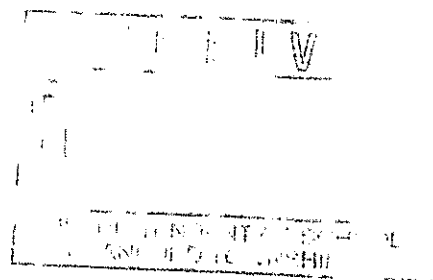
At approximately 7:20 AM an adult female with dirty blonde hair exited the front door of the home with 2 students: one male and one female. They entered a black Nissan, license plate [REDACTED] that was parked in the driveway.

At 7:35 AM another male student ([REDACTED]) exited the home and entered into a grey Nissan that was parked on the street (license plate [REDACTED]). This vehicle then proceeded to drive to Willow Street in Cranford, parked the car and entered Cranford High School.

On Monday, December 21st, 2015, at approximately at 6:00AM another surveillance was conducted at the address in Clark. Again at approximately 7:15AM same adult female and 2 students exited the home and once again entered the black Nissan parked in driveway and at this time [REDACTED] (son) exited the home and entered the same grey Nissan that was located behind the black Nissan in the driveway where he then backed out of the driveway allowing the black Nissan to leave home and proceed to Clark High School to drop off siblings. Then [REDACTED] re-parked vehicle back into driveway and entered the home. Then at 7:30AM [REDACTED] exited the residence, entered the grey Nissan and drove to Willow Street and parked in front of 713 Willow Street and entered Cranford High School.

During additional surveillances on December 22nd and 23rd this investigator witnesses the same pattern as mentioned above.

On Wednesday, January 6th, 2016 another surveillance was conducted in which both vehicles were present at the home in [REDACTED]. The adult with the siblings exited as usually entered the black Nissan which was parked on



the street and proceeded to leave. This investigator remained observing the grey vehicle waiting for [REDACTED] to exit the home and proceed to Cranford High School. Subject never exited the home on the 6th until the end of the surveillance at 8:30 AM. It was later determined that the student only arrived at Cranford at 9:45 AM.

On Friday, January 8th, 2016 surveillance conducted again and the black Nissan was parked in the driveway. However, no sighting of grey Nissan was present. At 7:14 AM adult female with siblings exited and continued routine as previously reported.

This investigator reveals that there is a residency violation and is hereby submitting this report to the Cranford Board of Education and its Superintendent for final disposition.

Respectfully submitted:

<u>Maria Schmidberg</u>	<u>1/8/16</u>
Maria Schmidberg	Date

Ms. Carrick,

This letter is to inform you of:

- A violation of NJAC 6A-22, Student Residency.
- As well as several statues of the criminal code of New Jersey involving Theft.

What makes this especially disappointing is that the offender is well aware and sworn to uphold the Title 2C statues of the State of New Jersey. In addition to the rules that pertain to the jurisdictions of schools.

Vincent Concina is a resident of Clark, New Jersey. He is employed by the Township of Clark as a Police Captain. A police officer that is well aware of NJSA 2C:20-3, Theft.

Concina enrolled his son [REDACTED] in the Cranford, New Jersey school system willingly and knowingly that they are not residents of Cranford. The Concina family resides at [REDACTED], New Jersey. One must assume a false Cranford address had to be established to prove residency. Upon investigation it will reveal that [REDACTED] resides full time at [REDACTED].

Concina Sr. has made it publically known that he purposely enrolled [REDACTED] at Cranford High School so he can participate specifically on the school Wrestling team.

- Willing, knowingly and purposely violation of NJAC 6A:22.
- [REDACTED] is not domiciled in Cranford, New Jersey which is a violation of 6A:22-3.1
- Proof of eligibility an established form of billing or identification which is a violation of 6A:22-3.4.
- NJSA 2C:20-3b, Theft. b. Immovable property. A person is guilty of theft if he unlawfully transfers any interest in immovable property of another with purpose to benefit himself or another not entitled thereto

Theft - Third Degree. Theft constitutes a "crime of the third degree" in New Jersey if:

- If the value of the property or services involved is more than \$500.00 but less than \$75,000.00.
- The cost of one year of education and one year of Wrestling instruction at Cranford High School.

Police Malfeasance - law: illegal or dishonest activity especially by a public official or a corporation. (used especially of an act in violation of a public trust).

A concerned resident who wishes to remain anonymous.

Tele: 908-709-6202
Fax: 908-272-7735
E-mail birnbaum@cranfordschools.org
Dr. Marilyn Birnbaum
Interim Superintendent of Schools



Cranford Public School District

132 Thomas Street
Cranford, NJ 07016

January 28, 2016

VIA CERTIFIED/RRR MAIL AND REGULAR MAIL
7012 1010 0003 22017937

Dear Mr. and Mrs. Cocina:

Please be advised that following a thorough investigation by our residency detective, it has been determined that while your son [REDACTED] attends the Cranford Public Schools, you do not reside in Cranford. Pursuant to New Jersey law, a child is only entitled to a free public education in the town in which they are domiciled with their parent or guardian.

Please be advised that you have the right to request a hearing before the Board of Education. If you choose to request a hearing, please notify my office within 10 days of receipt of this letter.

Additionally, please be advised that pursuant to New Jersey law, any person found sending their children to a school in a district in which they are not domiciled may be back charged for the time the child unlawfully attended school in that district. Tuition for the 2015-16 school year for [REDACTED] is \$13,510.

Accordingly, please Cranford High School upon receipt of this letter to arrange for the transfer of your child.

Sincerely,

Dr. Marilyn Birnbaum

Interim Superintendent of Schools

c: Anthony P. Sciarrillo, Board Attorney
Robert Carfagno, Business Administrator
Board of Education
Kate McCabe, Principal



Cranford
Public School District

Superintendent of Schools

February 23, 2016

5. Thom. Str.
Cranford, NJ 07016

Via Regular & Certified Mail-RRR

Mr. and Mrs. Vincent Concina

[REDACTED]

and

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

and

[REDACTED]

Dear Mr. and Mrs. Concina, Mr. Concina:

Please accept this correspondence as a follow up to my meeting with Mrs. Concina on February 19, 2016. Enclosed please find a Notice of Initial Determination of Ineligibility as well as a Tuition (Non-Resident) Pupil Agreement between the Board, Vincent and Joann Concina, and [REDACTED] the pupil.

Please review these documents carefully. With respect to the Notice of Initial Determination of Ineligibility, please contact me by **Tuesday, March 8, 2016 between the hours of 8:30 a.m. and 1:00 p.m.** to indicate whether [REDACTED] the pupil, will be removed from the Cranford Public School District or if you are requesting a hearing before the Board.

If you accept the District's initial non-residency determination, please complete the enclosed Tuition (Non-Resident) Pupil Agreement and contact me on or before **Tuesday, March 8, 2016 by 1:00 p.m.** to provide payment in accordance with the Agreement. Please be advised that tuition shall be assessed as of September 1, 2015. Your initial tuition payment shall require eight (8) months tuition in accordance with the terms of the enclosed Agreement.

Please be advised that the Cranford Board of Education and the Cranford Public School District reserve all rights to remove and assess past tuition to the maximum extent permitted by law.

If you have any questions, please contact me.

Thank you.

Sincerely,

Dr. Marilyn Birnbaum
Interim Superintendent of Schools

cc: Robert Carfagno, Business Administrator/Board Secretary
Kate McCabe, Principal
Encls.

NOTICE OF INITIAL DETERMINATION OF INELIGIBILITY

*(To be used after more thorough review of applications for enrollment or review of currently enrolled students)
(In English and Native Language of Applicant)*

DATE: 2-23-2016 SCHOOL: Cranford High School

STUDENT: [REDACTED] AGE: 18

NAME OF PARENT(S)/GUARDIAN: Vincent and Joann Concina

PERSON ENROLLING STUDENT: Vincent and Joann Concina

RELATIONSHIP TO STUDENT IF OTHER THAN PARENT: Parents/Legal Guardians

Our review of the domicile/residency status of the above-named student indicates that the student is not entitled to a free education in the district for the reason(s) indicated below:

☒ Domicile/Residency not in the district because: the District's investigation shows the student leaving a residence in [REDACTED] New Jersey (located at [REDACTED], New Jersey) on several occasions and then arriving at Cranford High School. The District's investigation also shows the pupil's mother and two siblings leaving the Clark, New Jersey address each morning.

Insufficient proof that you are supporting student financially and/or that parents are incapable of caring for student due to family or economic hardship because: *(Applies only to residents enrolling students of whom they are not parents or guardians/custodians)*

 Other:

If you accept these reasons, the student will be removed from school in this district and you are advised that State compulsory education law requires you to ensure that any student between the ages of 6 and 16 is enrolled in public or private school or receives instruction elsewhere than at a school (home schooling). In the absence of your written indication that the student will be receiving education in compliance with that law, we will contact the school district of your domicile or residence, or the Department of Children and Families (DCF), to provide the student's name and your name/address, so as to ensure that the student receives an education as required by law.

If you do *not* accept these reasons, you may request a hearing before the Board of Education and the student will be permitted to continue in school until the Board makes its determination following the hearing. At the hearing, you may present additional evidence in support of your claim, and the Board will notify you in writing of its final determination. If the Board finds the student ineligible, you will be given information on how to appeal the Board's decision to the Commissioner of Education and advised of your rights and responsibilities with regard to the student's continued attendance at school, as well as of the possibility of tuition assessment.

On or before Tuesday, March 8, 2016, please contact Dr. Marilyn Birnbaum, Interim Superintendent of Schools at (908) 272-9100 between the hours of 8:30 a.m. and 1:00 p.m. to indicate whether the student will be removed from school and educated elsewhere, whether you will be requesting a hearing before the Board to demonstrate that the student is entitled to attend school in this district, or if the student will be attending school in the district as a nonresident student upon the payment of tuition. If we do not hear from you, the student will be removed and contact will be made to ensure compliance with compulsory education law as indicated above.

Attachment: Statement of Compliance with Compulsory Education Law

**STATEMENT OF COMPLIANCE WITH COMPULSORY EDUCATION
LAW**

My student, [REDACTED], is being denied enrollment in the Cranford School District because it has been determined that s/he is not entitled to attend the schools of the district free of charge pursuant to N.J.S.A. 18A:38-1. I understand that State compulsory education law, N.J.S.A. 18A:38-25, requires me to enroll this student, who is between the ages of 6 and 16, in another public or private school, or to ensure that s/he receives instruction elsewhere (home schooling). I understand that, in the absence of my indication below that the student will be receiving education in compliance with that law, the Cranford School District will contact the school district of my apparent actual domicile or residence, or the Department of Children and Families (DCF), in order to ensure compliance with compulsory education law.

The student for whom enrollment has been denied will now be:

Attending another public school as follows: _____

_____ Attending private school

Receiving instruction elsewhere than at a school (home schooling)

Print Name: _____

(Signature)