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Attorneys for Petitioners

**JOEL SCHWARTZ and CORRINE  
O'HARA,**

**Petitioners,**

**v.**

**PRINCETON BOARD OF  
EDUCATION and CRANBURY  
BOARD OF EDUCATION,**

**Respondents.**

**BEFORE THE COMMISSIONER  
OF EDUCATION, NEW JERSEY  
DEPARTMENT OF EDUCATION**

**AGENCY DOCKET NO.:**  
**OAL DOCKET NO.:**

**VERIFIED PETITION OF APPEAL**

Petitioners Joel Schwartz and Corrine O'Hara, both residing at 1 Armour Road, Princeton, New Jersey 08540 file this Verified Petition of Appeal and complain of the Respondents as follows:

**PARTIES**

1. Petitioners Joel Schwartz and Corrine O'Hara ("Petitioners") are citizens of the State of New Jersey and are residents and taxpayers of and property owners in Princeton, New Jersey, Mercer County.

2. The Princeton Board of Education ("Princeton BOE"), which is comprised of nine (9) local members and one (1) sending district representative from the Cranbury School District, has its principal office located at 25 Valley Road, Princeton, New Jersey 08540; is a body politic and corporate, organized and existing by virtue of the law of the State of New Jersey, N.J.S.A.

18A:11-1; and is invested with the authority for maintaining and operating the Princeton School District (“PSD”).

3. The PSD serves students in grades Pre-K through 12 and is comprised of four (4) elementary schools, one (1) middle school, and one (1) high school.

4. The Cranbury Board of Education (“Cranbury BOE”), which is comprised of nine (9) members, has its principal office located at 23 North Main Street, Cranbury, New Jersey 08512; is a body politic and corporate, organized and existing by virtue of the law of the State of New Jersey, N.J.S.A. 18A:11-1; and is invested with the authority for maintaining and operating the Cranbury School District (“CSD”).

5. The CSD serves students in grades Pre-K through 8, and is comprised of one (1) school. High school students of the CSD attend school in the PSD, as set forth, infra.

#### **FACTS COMMON TO ALL COUNTS**

6. On or about 1992, PSD and CSD first entered into a sending-receiving agreement (“SRA”), pursuant to which PSD accepted students from CSD in grades 9 – 12.

7. The original SRA was motivated by low enrollment in Princeton High School and the need to use and monetize the High School’s underutilized capacity. That circumstance no longer exists. In fact, Princeton High School is currently over capacity and is unable to provide educationally adequate facilities for both Princeton and Cranbury students.

8. The SRA was renewed on March 25, 2010, for a term of ten (10) years, commencing with the 2010-2011 school year and continuing until the completion of the 2019-2020 school year.

9. The March 25, 2010 agreement contains the following language: “The parties shall provide written notice no less than two years of their intent to renew the agreement.”

Since the failure to give notice does not constitute termination of the send-receive relationship, see N.J.S.A. 18A:38-21 and 21.1, this provision has no legal effect, and its time constraints are in no way binding on the two school districts. The provision is legally inconsequential.

10. Nonetheless, on or about June 12, 2018, the Princeton BOE held a regularly scheduled meeting and, at that time, approved a resolution authorizing a new sending-receiving agreement with the CSD, for the period from 2020-2030. That Resolution is identified as Item 23 and states:

RESOLVED, by the Princeton Board of Education that the terms, stipulations and conditions as established in the SendingReceiving Agreement between the Princeton Board of Education and the Cranbury Township Board of Education, a copy of which is annexed to this Resolution, are hereby adopted and approved by the Board. The Board President and Board Secretary are hereby authorized and directed to execute the Agreement, and any other documents necessary to effectuate the Agreement.

BE IT FURTHER RESOLVED that the Princeton Board of Education agrees to work collaboratively with the Cranbury Township Board of Education to develop an addendum to the Agreement to clarify each party's responsibility for special education litigation costs on or before September 30, 2018.

11. The PSD, acting through its Board of Education, had inadequate and/or inaccurate information on which to base a rational decision with regard to Item 23 and provided the public with inadequate and/or inaccurate information in order that they might have had meaningful input.

12. In a separate but related initiative, the PSD is seeking to place on the ballot for public approval a bond referendum in the amount of \$129.6 million, a significant objective of which is to improve facilities at Princeton High School in order to accommodate the Cranbury students.

13. That portion of the proposed referendum funds which would be devoted to the expansion of Princeton High School, which is approximately \$60 million, would not be needed now or in the foreseeable future in that full amount but for the SRA.

14. For the reasons set forth in more detail below, the SRA referenced in Item 23 is unjustified because (a) the circumstances which originally prompted it no longer exist, and (b) because it is based on uncertain and untested enrollment and economic assumptions, and (c) because the Cranbury students being educated in Princeton High School now cause overcrowding, which would not otherwise exist, in the High School, and (d) because it requires a bond referendum which has severe consequences for the school district portion of local property taxes, and (e) because the proposed Referendum and many of the proposed improvements it is intended to pay for would not be necessary but for the agreement-based need to educate Cranbury students in Princeton, and (f) because virtually the entire tax burden of these improvements falls only on Princeton tax payers, including Petitioners, and not on Cranbury tax payers, and (f) because the traffic and other environmental impacts fall only on Princeton residents, including Petitioners, and not on Cranbury residents; (g) because better options exist for Cranbury students in other neighboring school districts which are closer to Cranbury, and (h) because it has a disproportionate impact on those property owners who are less economically advantaged, forcing home sales and discouraging home purchases from that economic demographic, and consequently reducing the diversity of the Princeton School District and the Princeton community.

#### **FIRST COUNT**

15. The Petitioners repeat the allegations of Paragraphs 1 – 14 as if set forth at length.

16. The sending-receiving relationship between PSD and CSD has an overall negative financial impact on the taxpayers of Princeton, including Petitioners, has overburdened existing PSD facilities, exacerbates racial imbalance, perpetuates existing minority achievement gaps, and generally creates an inequitable outcome for Princeton residents, including the Petitioners.

17. Illustrative only of some of the issues which the PSD failed to consider in its unnecessary rush to pass Item 23 on June 12, 2018 agenda (and not by way of limitation) are:

- a. The fiscal impact of the send-receive agreement on the taxpayers of Princeton.
- b. The fiscal impact of the send-receive agreement on the taxpayers of Cranbury.
- c. The relative property tax burdens on the taxpayers of the two municipalities resulting from the send-receive agreement.
- d. Whether the proposed PSD bond referendum would still be required in the same amount in the absence of an extension of the send-receive agreement.
- e. The underlying fiscal and educational impact of an extension of the send-receive relationship, or whether permission should have been sought from the Commissioner for its termination.
- f. Accurate and useful cohort survival studies to illustrate whether the number of Cranbury students educated in the PSD is likely to increase or decline over the next twelve (12) years. Whether the number of Cranbury students increases or declines is a fundamental issue when determining the economics of the SRA.
- g. Accurate and useful cohort survival studies to illustrate whether the number of Princeton students to be educated in Princeton High School is likely to increase or decline over the next twelve (12) years. Whether the number of

Princeton students increases or decreases is a fundamental issue when determining the economics of the SRA.

- h. The economic assumptions which support the send-receive relationship over the next twelve (12) years.
- i. The impact on those economic assumptions of the enrollment information described in Paragraphs 14(f) and (g), supra.
- j. The impact on those economic assumptions of the anticipated annual cost of the principal repayment and debt service on the proposed bonds, should the referendum pass.
- k. The impact on the existing facilities at Princeton High School and on the education of students from both Princeton and Cranbury if the referendum does not pass and the capital projects are not able to be done.
- l. An analysis of other options for the education of Cranbury students in grades 9 – 12.
- m. A current feasibility study.

18. In fact, the Commissioner should further determine that failing to renew and seeking to sever the sending-receiving agreement would not have negative educational and financial implications; would still allow both Princeton and Cranbury students to receive a quality education; would not leave the CSD without other potential partners; and would not have an impermissible impact on the racial composition of the student populations – all things that could have been, would have been, and now will be shown upon the submission of a feasibility study.

19. Given the lack of preparation, public information, and public input into the decision, the lack of a current feasibility study, and the relationship between Item 23 and the proposed bond referendum, the resolution identified as Item 23 and passed by the PSD Board of Education must be declared by the Commissioner of Education to be null and void and the issue of the efficacy of the send-receive relationship reconsidered following the submission of a feasibility study.

20. As a result of all of the improper actions of the PSD, as aforesaid, the Petitioners, as taxpayers and Princeton property owners, will suffer actual and definable economic harm in terms of their property tax obligations and their property value, including but not limited to the reasons set forth in Paragraph 14, above. In fact, soaring school district related property tax increases, which already exist and will continue to rise in part because of the operating and capital costs associated with the send-receive relationship with Cranbury, have caused and will continue to cause an unreasonably high number of home sales in Princeton having, without limitation, the dual negative consequences of reducing property values and adversely impacting diversity in the community, all to the detriment of the Petitioners.

### **SECOND COUNT**

21. Petitioners incorporate, repeat, and re-allege Paragraphs 1-20 of the Petition of Appeal as if set forth at length herein.

22. Cranbury BOE member Evelyn Spann, who also serves as the CSD sending representative on the Princeton BOE, impermissibly voted on the new sending-receiving agreement at the June 12, 2018 Princeton BOE meeting and has repeatedly and regularly, over her entire term, voted on matters as to which she is statutorily barred.

**WHEREFORE**, Petitioners demand judgment on this Verified Petition of Appeal as follows:

- (a) An Order declaring Item 23 and the action taken to pass Item 23 to be null and void; and
- (b) An Order setting a schedule for submission of a feasibility study concerning the sending-receiving relationship between PSD and CSD; and
- (c) Thereafter, an Order terminating the sending-receiving relationship between PSD and CSD; and
- (d) An Order limiting the items on which the CSD representative may vote to those set forth by statute; and
- (e) An Order taking such action as the Commissioner deems appropriate with respect to those items as to which the CSD representative has cast unlawful votes; and
- (f) An Order awarding Petitioners attorneys' fees and costs of suit, including the cost of the feasibility study; and
- (g) An Order awarding Petitioners such other relief as the Commissioner deems just and proper.

WEINER LAW GROUP LLP  
*Attorneys for Petitioners*

By: \_\_\_\_\_

STEPHEN J. EDELSTEIN, ESQ.

Dated: September 7, 2018

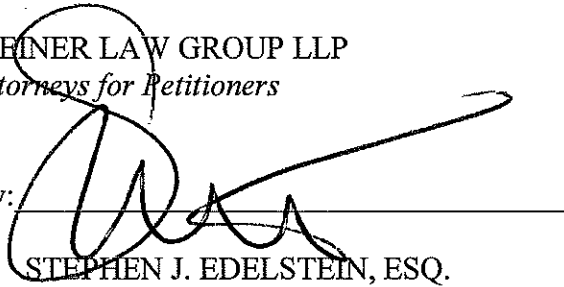


**DESIGNATION OF TRIAL COUNSEL**

Stephen J. Edelstein, Esq., is hereby designated as trial counsel in the above captioned litigation on behalf of the firm of

WEINER LAW GROUP LLP  
*Attorneys for Petitioners*

By: \_\_\_\_\_



STEPHEN J. EDELSTEIN, ESQ.

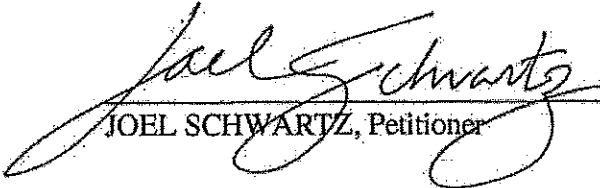
Dated: September 7, 2018

**VERIFICATION**

I, Joel Schwartz, of full age, being duly sworn upon my oath according to law deposes and says:

1. I am a Petitioner in the subject matter.
2. I have read to Petition of Appeal, and aver the facts contained therein are true to the best of my knowledge and belief.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

  
JOEL SCHWARTZ, Petitioner

Dated: September 7, 2018

VERIFICATION

I, Corrine O'Hara, of full age, being duly sworn upon my oath according to law deposes:

and says:

1. I am a Petitioner in the subject matter.
2. I have read to Petition of Appeal, and aver the facts contained therein are true to the best of my knowledge and belief.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.



\_\_\_\_\_  
CORRINE O'HARA, Petitioner

Dated: September 7, 2018.