

**RENAISSANCE SCHOOL PROJECT  
OPERATION AND MANAGEMENT AGREEMENT  
BETWEEN  
CAMDEN CITY SCHOOL DISTRICT  
&  
MASTERY SCHOOLS OF CAMDEN, INC.**

This renaissance school project operation and management agreement (“Agreement”) is made as of July 17, 2014 (“Effective Date”), by and between the **Camden City School District** (the “District”), a public body corporate with a location of 201 North Front Street, Camden, New Jersey 08102, and the **Mastery Schools of Camden, Inc.** (the “RENAISSANCE SCHOOL”), a New Jersey non-profit corporation.

**WITNESSETH**

WHEREAS, the Urban Hope Act (“UHA”), P.L. 2011, Chapter 176 (*N.J.S.A.* 18A:36C-1, *et seq.*) and implementing regulations permits the District to partner with private entities to construct renaissance school projects in the District; and

WHEREAS, the District issued a Commissioner-approved request for proposals for a renaissance school project under *N.J.A.C.* 6A:31-2.1; and

WHEREAS, on February 25, 2014, the District selected RENAISSANCE SCHOOL to partner with the District for a renaissance school project; and

WHEREAS, the UHA requires the District and RENAISSANCE SCHOOL to enter into a contract setting forth the terms and conditions for the renaissance school project, including but not limited to, the operation, management, and funding of the renaissance school project; and

WHEREAS, the UHA directs that the renaissance school project shall be “controlled, operated and managed by a non-profit entity and not the local board of education” (*N.J.S.A.* 18A:36C-7(a)); and

WHEREAS, on July 7, 2014, the Commissioner approved the RENAISSANCE SCHOOL’S project application pursuant to *N.J.A.C.* 6A:31-3.1(f) to commence operations in the 2014-2015 school year.

NOW, THEREFORE, the District and RENAISSANCE SCHOOL (collectively the “Parties”) hereby acknowledge and agree to the following:

**I. DEFINITIONS**

The following terms shall have the following definitions:

“NJDOE” means the New Jersey Department of Education.

**“District”** means the Camden City School District.

**“Newly-constructed school”** means either a new school facility or a significant refurbishment of an existing facility, such that most or all of the building has been reconstructed to build the renaissance school. *N.J.A.C. 6A:31-1.2.*

**“Renaissance school project”** means a newly-constructed school, or group of schools in a common campus setting, that provides an educational program for students enrolled in grades K through 12 or in a grade range less than K through 12, that is agreed to by the school district, and is operated and managed by a nonprofit entity in a renaissance school district. *N.J.S.A. 18A:36C-3.*

**“School leader”** means the principal or other administrative leadership of a renaissance school project

## **II. PERFORMANCE EXPECTATIONS**

RENAISSANCE SCHOOL shall make reasonable efforts to participate in the Performance Management System the District is currently developing for all public schools in Camden. The Performance Management System will be broadly aligned with the NJDOE system. It is anticipated that the Performance Management System will define the performance expectations for each District School and provide comparative information relative to the RENAISSANCE SCHOOL'S performance.

The performance of RENAISSANCE SCHOOL will be measured in the following three ways:

**A. School-Level Report Cards.** A school-level report card (“Report Card”) is a public document shared annually that measures the academic performance and growth of students in the school, and reports on school demographic characteristics and other performance data. The Report Cards will be published annually each fall and will provide the public with critical information about how RENAISSANCE SCHOOL is performing relative to other schools in the City. The District will oversee the development of the report cards, though many of the measures will be sourced directly from existing data produced for NJDOE. The Parties must agree to the measures in the Report Cards. The following types of measures, when applicable, will be included in the report card:

- i. Student growth on NJDOE Language Arts Literacy (“LAL”) test (*e.g.*, Student Growth Percentiles)
- ii. Student growth on NJDOE Math test
- iii. Student performance on NJDOE LAL test (*e.g.*, Scale Scores)
- iv. Student performance on NJDOE Math test
- v. High school graduation rates
- vi. Student enrollment data
- vii. Student demographic data (*e.g.*, Free and Reduced Lunch, Special Education, Limited English Proficiency)
- viii. Student mobility and attrition

For K-8 schools, student growth and student performance on NJDOE LAL and Math tests, indexed to performance among a “peer group” of schools from New Jersey, will be used to create a summative performance score for RENAISSANCE SCHOOL. The Parties must agree on the appropriate peer group.

High schools will use graduation rates, test scores, and/or other measures that can be compared across schools in New Jersey, pending the availability of growth measures in the high school grades.

RENAISSANCE SCHOOL shall administer assessments for (a) early grades literacy and (b) college and/or career readiness, where applicable based on the grade levels served by each school. RENAISSANCE SCHOOL will collaborate with District to agree upon which assessments shall be used to comply with this paragraph. Results on these assessments must be shared with the District, though the data may not be included in a summative performance score.

Other measures may be included on the Report Card as deemed appropriate, subject to agreement between the District and RENAISSANCE SCHOOL.

RENAISSANCE SCHOOL will be expected to provide data for the report cards where necessary by October 1<sup>st</sup> of each year or within two weeks of receiving data from the State (whichever comes first for the relevant data category). This will allow the District to release annual report cards in November.

**B. Climate Survey.** The performance of a RENAISSANCE SCHOOL will also be measured based on stakeholder feedback through an annual climate survey (“Climate Survey”) that seeks school feedback from parents and students. The Climate Survey will be developed by the District and subject to final approval by RENAISSANCE SCHOOL. The Climate Survey will be administered annually in the spring for all schools in the District.

**C. Quality Review.** The performance of a RENAISSANCE SCHOOL will be measured by leading indicator data captured through an annual Quality Review of RENAISSANCE SCHOOL. The Quality Review will be developed by the District and subject to final approval by RENAISSANCE SCHOOL. Once RENAISSANCE SCHOOL has the requisite student growth data, it can move to an every other year review if the school is performing in one of the top two performance tiers. In a given year, the Quality Review will serve to fulfill the school’s legal requirement for a one-day school visit from the NJDOE.

The precise instruments (e.g., stakeholder surveys and quality review rubric) will be finalized with input from all schools in the District and upon agreement between the Parties.. After the instruments have been established, any future amendments to those instruments must be by written agreement between the District and RENAISSANCE SCHOOL before it takes effect.

The Performance Management System will be applied at the individual school level. If RENAISSANCE SCHOOL has multiple schools, *i.e.*, defined at the level of having multiple school leaders, each school will participate separately in the performance management system.

For purposes of relevant report card data from the State, if NJDOE does not capture RENAISSANCE SCHOOL data at the individual school-level, RENAISSANCE SCHOOL will be responsible for making its data available to the District in such a way that the District can create school-specific measures. RENAISSANCE SCHOOL must provide the District with the school names and grades served for each individual school as part of the annual report, if it changes from the initial application.

### **III. STUDENT ENROLLMENT**

RENAISSANCE SCHOOL must adhere to the following provisions regarding student enrollment:

- A.** At no time shall RENAISSANCE SCHOOL discriminate in its enrollment practices on the basis of intellectual or athletic ability, measures of achievement or aptitude, special education status, proficiency in the English language, or any other basis that would be illegal if used by a school district. RENAISSANCE SCHOOL will follow the enrollment guidelines outlined in *N.J.S.A. 18A:36C-8* of the UHA.
- B.** For schools located on SDA land, pursuant to *N.J.S.A. 18A:36C-8(a)* and *N.J.A.C. 6A:31-4.1(a)* and (b), the attendance area for RENAISSANCE SCHOOL shall be the attendance area depicted in the map attached hereto as Exhibit A (the “attendance area”). Students of the appropriate grade who reside in the attendance area shall be automatically entitled to enrollment at RENAISSANCE SCHOOL, though the student will also be eligible for enrollment in another school in the Camden school district. For schools that are not located on SDA land, RENAISSANCE SCHOOL shall grant an enrollment preference to grade-eligible students who reside in the attendance area of RENAISSANCE SCHOOL.
- C.** For schools located on SDA land, each year, the District shall send to all parents/guardians of students residing in RENAISSANCE SCHOOL’S attendance area a letter notifying them of the automatic enrollment entitlement of their child in RENAISSANCE SCHOOL and of their right to elect that their child not attend RENAISSANCE SCHOOL. The District and RENAISSANCE SCHOOL will collaborate to develop a process for ascertaining the enrollment preferences of each student’s parent or guardian. The process shall also include guidelines and timelines to enroll and register these students in either RENAISSANCE SCHOOL or the appropriate District school.
- D.** For schools not located on SDA land, the District shall send to all parents/guardians of students residing in the RENAISSANCE SCHOOL’s attendance area a letter notifying them of their option to attend RENAISSANCE SCHOOL. The District and RENAISSANCE SCHOOL will collaborate to develop a process for ascertaining the enrollment preferences of each student’s parent or guardian. The process shall also include guidelines and timelines to enroll and register these students in either RENAISSANCE SCHOOL or the appropriate District school.
- E.** If RENAISSANCE SCHOOL has more than one location planned as part of its long term facilities plan, then it shall designate one of the locations as the “home campus” and the

enrollment policies and practices of the home campus will apply to all of the schools within the renaissance school project. The home campus shall be the first newly constructed facility of the renaissance school project.

- F.** For schools located on SDA and non-SDA land, if the number of students residing within the respective attendance areas who seek to enroll and register in RENAISSANCE SCHOOL exceed the enrollment maximums set annually under Section IV.B. of this contract, then RENAISSANCE SCHOOL will hold a lottery within a timeline that is agreed upon by the District, in accordance with law and regulation.
- G.** If grade-eligible student within the Attendance Area has had the opportunity to register in RENAISSANCE SCHOOL, any remaining spaces in RENAISSANCE SCHOOL shall be made available to other grade-eligible students who are domiciled in Camden City, entitled to attend a public school in the Camden City School District, and who seek admission to RENAISSANCE SCHOOL. If, by the application deadline, there are more applicants for these remaining spaces than there is availability for the grade level, admission will be determined by lottery. The lottery(ies) shall be coordinated and administered by RENAISSANCE SCHOOL and RENAISSANCE SCHOOL shall be responsible for communicating admission outcomes to applicants until such time as there may be a common enrollment system in Camden. Preference in any lottery held will be given to students who are siblings of current or former RENAISSANCE SCHOOL students, or who share the same custodial guardian of a current or former RENAISSANCE SCHOOL student.
- H.** RENAISSANCE SCHOOL will not enroll students who are not Camden residents. However, a student who enrolls in a RENAISSANCE SCHOOL when that student is a Camden resident, and who thereafter attends RENAISSANCE SCHOOL for a minimum of two academic years while continuing to reside in Camden, will be permitted to remain enrolled as a RENAISSANCE SCHOOL student at no cost to the District if they move out of district. The local resident district shall make payments to RENAISSANCE SCHOOL at the same rate as the District if the student resided in the District. For these students, RENAISSANCE SCHOOL shall immediately notify, in writing, the District's School Business Administrator and Deputy Superintendent of Finance & Operations that the student is residing outside of the District. For students who are not entitled to a free public education in the District, the funding obligations of District and RENAISSANCE SCHOOL, including the return of funds by RENAISSANCE SCHOOL to the District, shall be governed by applicable statutes and regulations.
- I.** As provided by the UHA, RENAISSANCE SCHOOL may "limit admission to a particular grade level or levels consistent with its organizational document" (*N.J.S.A. 18A:36C-8*). RENAISSANCE SCHOOL will make every reasonable efforts to serve all students who reside in the Attendance Area and meet the targeted student enrollment numbers
- J.** Under *N.J.A.C. 6A:31-4.3*, RENAISSANCE SCHOOL shall maintain waiting lists for admission of grade-eligible students from the attendance area, as well as students from Camden but who reside outside the attendance area. RENAISSANCE SCHOOL shall

maintain these waiting lists from year to year. Waiting list policy will be reviewed by RENAISSANCE SCHOOL in collaboration with the District on an annual basis, in accordance with law and regulation.

- K. For students who enroll in the RENAISSANCE SCHOOL and were previously enrolled in another Camden district school, the District will be responsible for transferring the student records to the Renaissance School.
- L. During the term of this Agreement, should the District adopt a common enrollment system (the "Enrollment System") governing the process by which parents select preferred public schools, RENAISSANCE SCHOOL will cooperate and make reasonable efforts to participate in the design and implementation of the Enrollment System, to the extent allowed by law. As a participant in the Enrollment System, RENAISSANCE SCHOOL will provide enrollment targets for each grade to the District's Enrollment System Administrator.

#### IV. DATA SHARING

RENAISSANCE SCHOOL will provide the necessary data to the District to complete the enrollment and performance management processes. By August 30<sup>th</sup> of each year, the District will provide the school with a calendar of data requests. The data will include but is not limited to the following:

- A. Enrollment numbers in accordance with *N.J.S.A. 18A:7F-33*.
- B. Enrollment targets
- C. Performance data including interim measures and early childhood data not included in the annual report
- D. Climate survey results

All student data provided by the District pursuant to this Section shall be subject to the Family Educational Rights Privacy Act (FERPA), 20 U.S.C. §1232g., et seq.; New Jersey student records access laws found at *N.J.S.A. 18A:36-19*; *N.J.A.C. 6A:14-1.3*; *N.J.A.C. 6A:14-2.9*; and *N.J.A.C. 6A:32-7.1*, et seq., and any other federal or state laws pertaining to student records.

#### V. FACILITIES

RENAISSANCE SCHOOL shall include the following as appendices to the contract:

- A. **Short Term Facilities Plan:** Outline of facilities plans for the first year of operation.
- B. **Facilities Contingency Plan:** Contingency plan for opening if the short term plan is not completed.

**C. Long Range Facilities Plan:** Summary of the facilities plan and key dates by which the school will meet milestones on facilities construction or acquisition and dates by which the district will inform them of available facilities.

Changes to the facilities plans will be included in the annual report. Any changes that are time-sensitive will be submitted in writing to the District.

If RENAISSANCE SCHOOL is in need of temporary space as part of a Facilities Contingency Plan, the District may provide the school with available space to lease. This may include co-location with another District school.

RENAISSANCE SCHOOL may, at the District's discretion and in accordance with law, lease or purchase a District building or land that is no longer part of the District's long range facilities plan. The District shall make its best effort to notify the RENAISSANCE SCHOOL of available buildings for purchase by March 1 of each year. RENAISSANCE SCHOOL may assign the right of first refusal to a third party, so long as it is part of a plan for the RENAISSANCE SCHOOL to occupy the building or land and it is so occupied. In connection with leases which are part of a short term, contingency and long range facilities plan, to the extent allowed by law, RENAISSANCE SCHOOL shall have discretion to negotiate terms and conditions to advance such plan without restrictions applicable to charter schools.

## **VI. FINANCES**

**A.** RENAISSANCE SCHOOL shall maintain financial solvency. The financial reports submitted with the annual reports will provide evidence of the financial position..

**B.** RENAISSANCE SCHOOL or an entity organized to facilitate the financing and construction, renovation and/or refurbishment of the school facility shall proceed to secure preliminary commitments from lenders to provide acquisition, construction, and permanent financing for RENAISSANCE SCHOOL. RENAISSANCE SCHOOL shall obtain additional funding as needed to timely complete construction of RENAISSANCE SCHOOL. RENAISSANCE SCHOOL shall be permitted to assume long term debt and/or long term guarantees irrespective of whether said debt or guarantees are secured, in whole or in part, by assets of the RENAISSANCE SCHOOL. The District shall not be liable for any unsecured debt procured by RENAISSANCE SCHOOL or its assignees. All obligations to assume the debt of the RENAISSANCE SCHOOL or assignee shall be limited to, and in accordance with, what is set forth in the Urban Hope Act.

**C.** RENAISSANCE SCHOOL shall implement sound financial practices that include, but are not limited to, maintaining a financial management system that provides timely, accurate, current, and complete disclosure of all financial activities related to RENAISSANCE SCHOOL, in accordance with the Generally Accepted Accounting Principles.

**D.** The District has financial obligations to RENAISSANCE SCHOOL:

- i. RENAISSANCE SCHOOL shall receive from the State of New Jersey in 12 monthly installments an amount per pupil equal to 95% of the district's per pupil expenditure for each child enrolled. The 12 monthly installments shall include the security categorical aid attributable to the student, a percentage of the district's special education categorical aid equal to the percentage of the district's special education students enrolled in the RENAISSANCE SCHOOLS, and if applicable 100% of preschool education aid.
  - ii. RENAISSANCE SCHOOL shall be responsible for filing its own applications and may receive directly 100% of any federal funds attributable to its students through programs including, but not limited to, No Child Left Behind ("NCLB"), Individuals with Disabilities Education Act ("IDEA") Part B, the USDA free and reduced meals programs, and the Schools and Libraries Program of the Universal Service Fund ("E-Rate"). RENAISSANCE SCHOOL shall also submit for and may receive directly 100% of its share of Federal Insurance Contribution Act ("FICA") reimbursements from the State of New Jersey attributable to its staff members who are enrolled in the Teachers' Pension Annuity Fund ("TPAF"), as well as 100% of Special Education Extraordinary Aid ("Ex-Aid") attributable to its students. To the extent that, through separate agreement, the District or vendor of the District is operating USDA's free and reduced meals programs, or other federal programs, within the RENAISSANCE SCHOOL, then the District retains sole entitlement to receipt of the federal funds.
  - iii. Funding adjustments to account for differences in the RENAISSANCE SCHOOL's reported October 15 enrollment and enrollment at the end of the school year shall be done in accordance with such adjustments in charter school funding.
  - iv. RENAISSANCE SCHOOL shall be solely and fully responsible for its students' costs, of any and all out of district placements and/or alternate education placements in the case of student discipline and/or special education. RENAISSANCE SCHOOL shall be the local educational agency for its disabled and special education students.
- E. RENAISSANCE SCHOOL shall be authorized to retain any business entity, however formed, whose primary purpose is the staffing, operation, and management of elementary schools, middle schools, or high schools in the United States, except as it relates to instructional services, per *N.J.S.A. 18A:36C-7(a)*.

## **VII. REPORTING AND MONITORING**

### **A. Reporting**

RENAISSANCE SCHOOL will submit to the District the documents or reports submitted to the State.



No later than August 1<sup>st</sup> of each year, RENAISSANCE SCHOOL shall submit to the Commissioner of Education and the District an annual report on forms supplied by the Commissioner as defined by State law. The report will include at minimum:

- i. The achievement of the school's mission, goals, and objectives from its application to the State;
- ii. Curriculum that is compliant with the New Jersey Core Curriculum Content Standards;
- iii. Statewide assessment program results and local assessment results of students;
- iv. Parental and community involvement in the school;
- v. A calendar for the upcoming school year;
- vi. Documentation of the RENAISSANCE SCHOOL'S lead persons, teachers, and professional support staff that identifies any change(s) in organizational structure, governing District, or personnel;
- vii. Annual budget;
- viii. Any change in the financing of the school facility; and
- ix. Documentation sharing any significant structural change(s) to facilities before the upcoming school year and a timeline for implementing the changes.

#### **B. Monitoring**

RENAISSANCE SCHOOL will also be subject to periodic monitoring from the State.

The Commissioner with the input of the District shall periodically assess whether RENAISSANCE SCHOOL is meeting its goals and improving student achievement. The Commissioner shall have ongoing access to the records and facilities of RENAISSANCE SCHOOL to ensure that it is in compliance with its organizational document and with State laws and regulations.

The Renaissance School acknowledges that it is required to maintain financial solvency and meet the same testing and academic performance standards established by law and regulation for public school students. The Commissioner shall oversee the Renaissance School to ensure that it is in compliance with its organization document and with State laws and regulations, and have authority under law and regulation to take appropriate remedial action if needed.

#### **VIII. POINT OF CONTACT**

The District's Point of Contact shall be the District's Superintendent or his/her designees.

RENAISSANCE SCHOOL shall appoint a Point of Contact with the District who shall have the following responsibilities:

- A. Serve as the principal Point of Contact with the District. This individual will be easily reachable by the District's representative and will establish a reasonable protocol for periodic communication and for immediate contact should an emergency arise. If the individual designated as the principal Point of Contact will be on vacation or otherwise unavailable to the Renaissance school project for an extended period of time, the individual will assign temporary responsibility to another RENAISSANCE SCHOOL agent and so notify the District.
- B. Be reasonably familiar with the operations of the renaissance school project. The Point of Contact shall develop and maintain reasonable familiarity with the operations of the RENAISSANCE SCHOOL and (as noted above) establish a reasonable protocol for periodic communication through which to receive updates on the Renaissance SCHOOL'S operations.
- C. Arrange for visits to the renaissance school project schools. The Point of Contact shall, upon request from the District, arrange for physical visits to the renaissance school project schools prior to their initial opening and thereafter, up to twice each year, once before the academic year begins (to review the past year's activities and observe the Renaissance school project's readiness for the forthcoming year) and once during the academic year (to review the current year's activities).
- D. Accept complaints of a non-legal nature regarding the Renaissance School. The Point of Contact shall accept complaints regarding the Renaissance SCHOOL, investigating those complaints as may be determined reasonably necessary. The Point of Contact shall: (1) respond to the complaints directly, (2) refer the complaints to the RENAISSANCE SCHOOL administration and governing board, (3) consult with counsel as needed.
- E. Maintain records that are complete and readily accessible by the District and/or NJDOE upon request. RENAISSANCE SCHOOL shall maintain records that are complete and that can be promptly accessed and reviewed by the Point of Contact. Records include, but are not limited to, significant financial transactions; audits and responses to audits; student application, selection, enrollment, and attendance information; faculty and staff qualifications and clearances; insurance policies; facility operation permits and certificates. and formal complaints filed by faculty, staff, parents (guardians), students, vendors, community members, and other parties having dealings with the renaissance school project which are not otherwise confidential and non-public information.

## **IX. EMPLOYEES**

The RENAISSANCE SCHOOL shall have control over its school budgets and personnel in accordance with New Jersey law. RENAISSANCE SCHOOL administration shall have the authority to hire and fire staff in accordance with New Jersey law and authority granted by the RENAISSANCE SCHOOL's Board of Trustees. In accordance with *N.J.S.A.18A:36C-9(b)*, RENAISSANCE SCHOOL shall be subject to the provisions of the New Jersey

Employer-Employee Relations Act. Employees of the RENAISSANCE SCHOOL shall not be deemed to be members of any bargaining unit of the District, per N.J.S.A. 18A:36C-9(a).

## **X. PRE-KINDERGARTEN**

During the Term, if the RENAISSANCE SCHOOL includes pre-kindergarten or wishes to add pre-kindergarten as part of its academic offering, the following terms shall apply:

- A.** RENAISSANCE SCHOOL shall provide, or will contract with another qualified pre-school operator to provide, pre-kindergarten programming for children residing in the Attendance Area. Such pre-kindergarten programming shall be aligned with RENAISSANCE SCHOOL'S academic program set forth in this Agreement.
- B.** If RENAISSANCE SCHOOL contracts with another pre-school operator, all federal, state, and local funding for pre-kindergarten programming on behalf of the children served by RENAISSANCE SCHOOL shall be paid directly to the provider. To the extent that any such funding is initially directed to the District, upon receipt of such funding, the District shall tender such funds to the provider. Nothing in this paragraph shall be construed as to limit RENAISSANCE SCHOOL'S discretion to negotiate price and other terms in a pre-school operator contract.
- C.** All obligations and performance under this section shall be subject to the approval of the NJDOE Office of Early Childhood Education.

## **XI. DAILY OPERATIONS**

The RENAISSANCE SCHOOL shall be responsible for day-to-day operational and academic functions at its schools or as otherwise duly contracted for with a management company.. Unless otherwise provided in the UHA, RENAISSANCE SCHOOL shall operate in accordance with this contract "and the laws and regulations that govern charter schools which are not inconsistent with this act". S2264 (June 23, 2014), cf: P.L.2011, c.176, s.7.

## **XII. ACADEMIC PROGRAM**

- A.** RENAISSANCE SCHOOL shall provide the curriculum and assessments outlined in the Renaissance application. Any changes to the curriculum and assessments shall be outlined in the annual report.
- B.** RENAISSANCE SCHOOL shall be required to meet the same testing and academic performance standards required by law and regulation for public school students and shall meet any additional testing and academic performance standards established by RENAISSANCE SCHOOL and approved by the Commissioner of Education.
- C.** RENAISSANCE SCHOOL shall provide the social and emotional supports, and health services, to adequately meet the needs of its students. Annually, on a mutually agreed upon date, RENAISSANCE SCHOOL shall produce to District an outline of the categories, types,

and description of the social and emotional supports, and health services, provided to the students. Such information may be contained in the RENAISSANCE SCHOOL'S Annual Report to the Commissioner.

### **XIII. REVIEW AND ACCOUNTABILITY FOR RENAISSANCE SCHOOL PROJECT**

The Renaissance school project shall be subject to review by the Commissioner of Education in accordance with *N.J.A.C. 6A:31-5.1(a)*. No later than August 1st of each year, RENAISSANCE SCHOOL shall submit to the Commissioner of Education and the District an annual report on forms supplied by the Commissioner.

### **XIV. INSURANCE**

RENAISSANCE SCHOOL shall maintain, at its expense, during the term of this agreement, comprehensive general liability insurance for the school building in a combined coverage for bodily injury and property damage in an amount not less than One Million Dollars (\$1,000,000) Combined Single Limit. District shall name RENAISSANCE SCHOOL, and any mortgagee of which RENAISSANCE SCHOOL has advised the District, as additional insured under such policy. RENAISSANCE SCHOOL shall add District as additional insured.

### **XV. TERM OF AGREEMENT**

The Term of this Agreement shall be for ten (10) years starting on the Effective Date. Unless this Agreement is terminated, it may be automatically renewed for an additional five year period in accordance with *N.J.S.A. 18A:36C-10(a)*. Thereafter any renewals are subject to the Commissioner's review and approval.

### **XVI. AMENDMENTS**

Any amendments to this Agreement, including any contingency plans, must first be approved by the Commissioner of Education. If either party requests an amendment to this Agreement at any time during the contract term, such request shall be submitted first to the other party for review and approval, and then shall be submitted to the Commissioner of Education for approval. Contract amendments shall not become effective without approval by the Commissioner of Education. Once approval is obtained from the Commissioner of Education, the amendments must be memorialized in writing via an Amendment Agreement upon mutual approval of the Parties.

Should an amendment to this Agreement fail to follow the conditions outlined above, the existing agreement shall stand.

### **XVII. TERMINATION**

The District and RENAISSANCE SCHOOL may terminate this Agreement by mutual agreement in writing, subject to Commissioner approval. Either party may also seek to terminate this Agreement based upon a failure of the other party to cure a material breach

of any terms or conditions herein after reasonable notice, subject to Commissioner approval.

## **XVIII. NOTICES**

Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given to the party whom intended if (a) delivered by registered and certified mail, return receipt requested or (b) delivered by hand. Until changed by notice in the manner specified above, the addresses of the Parties to this Agreement shall be:

### **For the District:**

John Chris Oberg  
Business Administrator/Board Secretary  
Camden City School District  
201 North Front Street  
8<sup>th</sup> Floor  
Camden, New Jersey 08102

With a copy to General Counsel:

Bryant Lawrence Horsley, Jr., Esquire  
General Counsel  
Camden City School District  
201 North Front Street  
7<sup>th</sup> Floor  
Camden, New Jersey 08102

### **For RENAISSANCE SCHOOL:**

Scott Gordon, CEO  
Mastery Charter Schools  
5700 Wayne Avenue  
Philadelphia, PA 19144

With a Copy to Counsel:

Thomas O. Johnston, Esq.  
Porzio, Bromberg & Newman, PC  
100 Southgate Parkway  
Morristown, NJ 07962

## **XIX. MISCELLANEOUS**

### **A. Incorporation of Application Terms**

In accordance with N.J.A.C. 6A:31-3.1(g), all of the terms of the approved applications to the Commissioner of Education by the District and RENAISSANCE SCHOOL for the Renaissance school project are incorporated in this Agreement by reference.

### **B. Applicable Law**

The Parties agree that this Agreement shall be construed and enforced under the laws of the State of New Jersey.

### **C. Entire Agreement**

This Agreement, together with all exhibits referred to herein, constitutes the entire Agreement between the Parties and supersedes all oral and written Agreements, if any between the Parties.

### **D. Headings**

Section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

### **E. Severability**

If any provisions of this Agreement are determined to be invalid, any such invalidity shall not affect or impair the validity of the other provisions, which shall be considered severable and shall remain in full force and effect. This Agreement is subject to the Urban Hope Act, *N.J.S.A.* 18A:36C-1, *et seq.*, and its amendments and implementing regulations.

### **F. Waiver**

No term or provision hereof shall be deemed waived and no breach excused by the Parties unless such waiver or consent shall be approved by the Commissioner of Education, in writing, and signed by the appropriate officers of the Parties.

[SIGNATURES ON NEXT PAGE]

IN WITNESS HEREOF, the Parties have executed this Agreement as of the Effective Date set forth above.

**Camden City School District**

By:   
Paymon Rouhanifard  
State District Superintendent

Dated: July 17, 2014

**Mastery Schools of Camden, Inc.**

By:   
Name: Joseph Ferguson III  
Title: Board Secretary

Dated: July 17, 2014



## **Renaissance School Project (Operation and Management Agreement)**

### ***Short-Term Facilities Plan: Outline of facilities plans for the first year of operation.***

Recognizing that new construction will not be completed in time for Fall 2014 opening, Mastery Charter Schools of Camden plans to open in the Pyne Poynt Middle School in North Camden (800 Erie Street, Camden, NJ 08102) and the former Washington Elementary (1033 Cambridge Avenue, Camden, NJ 08105) in Fall 2014. Opening in these locations will allow Camden students access to a high quality education during construction of the new facility. Both buildings would be leased from the Camden City School District.

### ***Contingency Facilities Plan: Contingency plan for opening if the short term plan is not completed.***

Mastery does not anticipate any obstacles to opening in Pyne Poynt and Washington at this time. If Mastery Schools of Camden's short-term facility plan is not substantially completed by August 15, 2014, Mastery is prepared to work with the Camden City School District, the City of Camden, and private individuals to identify an alternative site. The alternative site would be located in the North Camden, Cramer Hill, or East Camden sections of the city.

### ***Long-Term Facilities Plan: Summary of the facilities plan and key dates by which the school will meet milestones on facilities construction or acquisition and dates by which the district will inform them of available facilities.***

Mastery Schools of Camden proposes a multi-phased project to create and operate a PreK-12 network of schools located in or near the North Camden, Cramer Hill and East Camden communities.

Phase 1 of the project will be to construct a new elementary facility – Mastery Schools of Camden – Cramer Hill Elementary, which will serve up to 525 students in K through 6 grades. MSC – Cramer Hill will be located in the Cramer Hill section of Camden on Block 814 at 24th and Harrison Avenue, Camden, New Jersey 08105 and will open in the 2016-17 school year. Situated between North 24<sup>th</sup> and 25<sup>th</sup> Streets, the building site is bounded on the east by Harrison Avenue and on the west by Farragut Avenue. The property is a vacant lot adjacent to the Salvation Army Kroc Center, and is owned by the City of Camden.

Mastery is developing a District contingency plan in accordance with N.J.S.A. 6A:31-1.2 as it relates to new construction. If significant progress against the new construction schedule has not been made (e.g., land acquisition, pre-construction, and site preparation) by March 1, 2015 or as of a date determined through the preparedness assessment process, then Mastery is prepared to work with the Camden City School District, the City of Camden, and private



Individuals to identify and execute on an alternative site. The alternative site would be located in the North Camden, Cramer Hill, or East Camden sections of the city.

Phase 2 of the project will include up to five additional schools, bringing the total to 4654 students. Mastery will work with the Camden City School District (CCSD) to mutually agree on the appropriate size, grade configuration, and location for each school. For planning purposes, Mastery will assume a growth strategy for the remaining schools of one or more schools per year for the 2015-16, 2016-17, and 2017-18 school years, respectively.

The remainder of this appendix contains information regarding Mastery's project timeline and other relevant facilities information. These documents were submitted to the New Jersey Department of Education as part of the Part II of the Renaissance School project application.

General Facility Considerations

The following considerations will be reviewed by the appropriate Department of Education facilities personnel and are subject to change.

- Ceiling heights
  - Classroom or other instructional spaces 9'6"
  - Gymnasium 22'
  
- Egress Widths
  - Minimum clear widths for egress corridors serving more than 100 students elementary schools (kindergarten through fourth grade) shall be between 7' and 9'6" with consideration for lockers or wardrobes
  - Minimum clear widths at any point in middle school, grades fifth through 8, shall be between 7'6" and 10' with consideration for lockers.
  - Doors from all spaces used by students and school staff, excluding lavatories, storage rooms, janitors' closets, instructional spaces under 300 gross square feet, and locker rooms, shall swing into the corridor and shall have a safety vision panel of 1/4 inch glazing which is not less than 100 square inches.
  
- Light Levels will comply with NJ state educational and facility standards
  
- Electrical power and communication requirements
  - Instructional spaces will be provided with sufficient electrical power, communication and data outlets to satisfy the Mastery Schools of Camden program and equipment needs.
  - Large group areas such as gym and cafeteria spaces will be provided with electrical power, communication and data outlets at appropriate locations
  
- A communication system will be installed in each classroom to allow for emergency communication to local authorities. Such communication system may be in the form of a telephone system capable of placing 9-1-1 calls.
  
- Occupancy Requirements for Educational Use
  - The capacity for each room type is defined using the following minimum required floor area, in net square foot per occupant:

Classrooms, including SCSE, SGI and Music	20 SF
Art Room, Computer Lab	20 SF
Conference Room	15 SF
Cafeteria, Food Service	12 SF
Gymnasium, physical education	100 SF
Offices	60 SF

ID	Task Name	Task Mode	Duration	Early Start	Early Finish	May '14	Jun
0	<b>Mastery-Camden Preliminary Construction Schedule - 6.9.2014</b>		555 days	Mon 6/16/14	Mon 8/1/16	-1	
1	Land Acquisition		60 days	Mon 6/16/14	Fri 9/5/14		
2	Pre-Construction		110 days	Mon 7/14/14	Fri 12/12/14		
3	Drawings and Approvals		110 days	Mon 7/14/14	Fri 12/12/14		
8	Bidding and Awarding		45 days	Mon 10/6/14	Fri 12/5/14		
12	Permits		45 days	Mon 10/6/14	Fri 12/5/14		
13	Construction		335 days	Mon 10/13/14	Fri 1/22/16		
14	Mobilization		10 days	Mon 10/13/14	Fri 10/24/14		
15	Start Construction		0 days	Mon 10/27/14	Mon 10/27/14		
16	Site Prep		15 days	Mon 10/27/14	Fri 11/14/14		
17	Foundation Work (e.g., Walls)		60 days	Mon 11/17/14	Fri 2/6/15		
18	Structural Steel Erection		80 days	Mon 2/2/15	Fri 5/22/15		
19	Slab Installation		10 days	Mon 5/25/15	Fri 6/5/15		
20	Wall Erection (Exterior Wall Panels)		40 days	Mon 6/8/15	Fri 7/31/15		
21	Concrete Decks		10 days	Mon 6/15/15	Fri 6/26/15		
22	MEP Rough-in Installation		40 days	Mon 6/15/15	Fri 8/7/15		
23	Wall Erection (Interior)		60 days	Mon 6/15/15	Fri 9/4/15		
24	Temporary Power Installation		25 days	Mon 6/29/15	Fri 7/31/15		
25	HVAC Equipment Installation		35 days	Mon 7/6/15	Fri 8/21/15		
26	Roofing Installation		20 days	Mon 7/13/15	Fri 8/7/15		
27	Windows and Curtain Wall Installation		50 days	Mon 7/13/15	Fri 9/18/15		
28	Ceiling-work Installation (Ductwork, Sprinkler Piping, MEP Rough-in)		80 days	Mon 8/3/15	Fri 11/20/15		
29	MEP, Lighting, and Device Work		60 days	Mon 8/3/15	Fri 10/23/15		
30	Interior Finishes - Flooring		60 days	Mon 8/17/15	Fri 11/6/15		
31	Interior Finishes - Painting		60 days	Mon 8/17/15	Fri 11/6/15		

Task Legend:

- Task: [Bar]
- Split: [Dotted Bar]
- Milestone: [Diamond]
- Summary: [Thick Bar]
- Project Summary: [Thick Bar]
- External Tasks: [Thick Bar]
- External Milestone: [Bar]
- Inactive Task: [Dotted Bar]
- Inactive Milestone: [Diamond]
- Inactive Summary: [Thick Bar]
- Manual Task: [Bar]
- Duration only: [Bar]
- Manual Summary Rollup: [Bar]
- Manual Summary: [Bar]
- Start-only: [Bar]
- Finish-only: [Bar]
- Deadline: [Bar]
- Progress: [Bar]

Project: Mastery-Camden Preliminary  
Date: Wed 6/11/14

ID	Task Mode	Task Name	Duration	Early Start	Early Finish	May '14	Jun
32		Electrical Work (Distribution Systems, Electrical Service)	60 days	Mon 8/17/15	Fri 11/6/15	-	
33		Permanent Power	0 days	Mon 10/26/15	Mon 10/26/15		
34		Elevator Installation	60 days	Mon 10/26/15	Fri 1/15/16		
35		Systems Installations	60 days	Mon 11/2/15	Fri 1/22/16		
36		AV Equipment	60 days	Mon 11/2/15	Fri 1/22/16		
37		Telecomm Systems	60 days	Mon 11/2/15	Fri 1/22/16		
38		Security Systems	60 days	Mon 11/2/15	Fri 1/22/16		
39		Kitchen Equipment	60 days	Mon 11/2/15	Fri 1/22/16		
40		Interior Installations	60 days	Mon 11/2/15	Fri 1/22/16		
41		Lockers and Special Cabinetry	50 days	Mon 11/2/15	Fri 1/8/16		
42		Partition Drywall	15 days	Mon 11/2/15	Fri 11/20/15		
43		Casework	30 days	Mon 11/2/15	Fri 12/11/15		
44		Ceiling Tile	30 days	Mon 11/2/15	Fri 12/11/15		
45		Doors and Hardware	45 days	Mon 11/9/15	Fri 1/8/16		
46		Exterior Installations and Related Work	45 days	Mon 11/9/15	Fri 1/8/16		
47		Sidewalk Installation	50 days	Mon 11/16/15	Fri 1/22/16		
48		Fencing and Signage	25 days	Mon 11/16/15	Fri 12/18/15		
49		Playground Equipment, Benches	10 days	Mon 11/23/15	Fri 12/4/15		
50		Power Cleaning	15 days	Mon 11/23/15	Fri 12/11/15		
51		Final Paving and Street Markings	10 days	Mon 1/4/16	Fri 1/15/16		
52		Inspections	5 days	Mon 1/18/16	Fri 1/22/16		
53		Punch list Items	30 days	Mon 1/25/16	Fri 3/4/16		
54		Substantial Completion	30 days	Mon 3/7/16	Fri 4/15/16		
55		Post Construction	0 days	Fri 4/15/16	Fri 4/15/16		
56		Certificate of Occupancy	20 days	Mon 4/18/16	Fri 5/13/16		
57		Manuals Delivery	20 days	Mon 4/18/16	Fri 5/13/16		
			0 days	Fri 5/13/16	Fri 5/13/16		

Task  
 Split  
 Milestone  
 Summary  
 Project Summary  
 External Tasks

External Milestone  
 Inactive Task  
 Inactive Milestone  
 Inactive Summary  
 Manual Task  
 Duration-only

Manual Summary Rollup  
 Manual Summary  
 Start-only  
 Finish-only  
 Deadline  
 Progress

ID	Task Mode	Task Name	Duration	Early Start	Early Finish	May '14	Jun
S8	📌	School Opening	0 days	Mon 8/1/16	Mon 8/1/16	.1	



Task		External Milestone		Manual Summary Rollup	
Split		Inactive Task		Manual Summary	
Milestone		Inactive Milestone		Start-only	
Summary		Inactive Summary		Finish-only	
Project Summary		Manual Task		Deadline	
External Tasks		Duration-only		Progress	





Petty Island

Camden Promise Middle

MS-Cramer Hill Elementary

Camden Academy HS

Cooper Poynt MS-North Camden Elementary

Veterans

Davis

Camden Community Charter School

Catto

Wilson

East Camden Middle School

McGraw Elementary

Dudley

KIPP Cooper Norcross

River Ave

E State St

S 27th St

Market St

Bairdland

Haddon Ave

130

30

551

GOO

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1992

Imagery Date: 10/7/2011

39°57'04.44" N 75°05'37.71" W elev. 20 ft