

NEW JERSEY RENAISSANCE SCHOOL PROJECT ANNUAL REPORT 2015

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III. ANNUAL REPORT QUESTIONS

1. BASIC INFORMATION

a) Fill in the requested information below about the renaissance school project:

1.a. Renaissance School Project Basic Information	
Name of Renaissance School Project	KIPP: Cooper Norcross, A New Jersey Nonprofit Corporation
Year Opened	2014
Grade Level(s) Served in 2014-2015	K
October 15, 2014 Enrollment Count	105
Final Enrollment Count for SY 2014-15 (last day of school)	105
Projected Enrollment Count for SY 2015-16	480
Website Address	www.kippnj.org
Name of Board President	Tim Carden
Board President Email Address	cardent@pfm.com
Board President Phone Number	973-744-3200
Name and Title of Renaissance School Project Primary Contact	Terry Brown
Primary Contact Email Address	tbrown@kippnj.org
Primary Contact Phone Number	908-202-6806
Name of SBA	Steven Small
SBA Email Address	ssmall@kippnj.org
SBA Phone Number	201-686-7241

b) Fill in the requested information below about each of the renaissance school project sites. Please complete a separate chart for each site that will be operating in 2015-16.

1.B. SITE 1 BASIC INFORMATION	
Site Name	Lanning Square Primary
Year Opened	2014
Grade Level(s) Served in 2014-15	K
Grade Level(s) to Be Served in 2015-16	K, 1
Street Address 1	525 Clinton Street
Address 2	

City	Camden
Zip	08103
Site Lead or Primary Contact's Name	Anne Kadowaki
Site Lead's Phone Number	(773) 837-6371
Site Lead's Email Address	akadowaki@kippnj.org

1.B. SITE 2 BASIC INFORMATION	
Site Name	Lanning Square Middle School
Year Opened	2015
Grade Level(s) Served in 2014-15	N/A
Grade Level(s) to Be Served in 2015-16	5-8
Street Address 1	525 Clinton Street
Address 2	
City	Camden
Zip	08103
Site Lead or Primary Contact's Name	Bridgit Cusato-Rosa
Site Lead's Phone Number	(856) 685-0850
Site Lead's Email Address	bcusatorosa@kippnj.org

1.B. SITE 3 BASIC INFORMATION	
Site Name	
Year Opened	
Grade Level(s) Served in 2014-15	
Grade Level(s) to Be Served in 2015-16	
Street Address 1	
Address 2	
City	
Zip	
Site Lead or Primary Contact's Name	
Site Lead's Phone Number	
Site Lead's Email Address	

1.B. SITE 4 BASIC INFORMATION	
Site Name	
Year Opened	
Grade Level(s) Served in 2014-15	
Grade Level(s) to Be Served in 2015-16	
Street Address 1	
Address 2	
City	
Zip	
Site Lead or Primary Contact's Name	
Site Lead's Phone Number	
Site Lead's Email Address	

1.B. SITE 5 BASIC INFORMATION	
Site Name	
Year Opened	
Grade Level(s) Served in 2014-15	
Grade Level(s) to Be Served in 2015-16	
Street Address 1	
Address 2	
City	
Zip	
Site Lead or Primary Contact's Name	
Site Lead's Phone Number	
Site Lead's Email Address	

2. ENROLLMENT AND EQUITY

2.1. Enrollment

a) Fill in the requested information below regarding enrollment:

2.1.a. Renaissance School Project Enrollment in 2014-2015			
	Enrollment Count on First Day of School Year 2014-15	October 15, 2014 Enrollment Count	Enrollment Count on Last Day of School Year 2014-15
K	99	105	105
Grade 1			
Grade 2			
Grade 3			
Grade 4			
Grade 5			
Grade 6			
Grade 7			
Grade 8			
Grade 9			
Grade 10			
Grade 11			
Grade 12			
Total	99	105	105

- b) Fill in the requested information below regarding projected enrollment information for each grade level by site. Please complete a separate chart for each site that will be operating in 2015-16.

2.1.b. Site 1 [Lanning Square Primary] Projected Enrollment in 2015-2016	
Grade	Projected Enrollment for the 2015-2016 School Year
K	108
Grade 1	132
Grade 2	
Grade 3	
Grade 4	
Grade 5	
Grade 6	
Grade 7	
Grade 8	
Grade 9	
Grade 10	
Grade 11	

Grade 12	
Total	240

2.1.b. Site 2 [Lanning Square Middle] Projected Enrollment in 2015-2016	
Grade	Projected Enrollment for the 2015-2016 School Year
K	
Grade 1	
Grade 2	
Grade 3	
Grade 4	
Grade 5	
Grade 6	60
Grade 7	60
Grade 8	60
Grade 9	60
Grade 10	
Grade 11	
Grade 12	

2.1.b. Site 3 [Insert Name] Projected Enrollment in 2015-2016	
Grade	Projected Enrollment for the 2015-2016 School Year
K	
Grade 1	
Grade 2	
Grade 3	
Grade 4	
Grade 5	
Grade 6	
Grade 7	
Grade 8	
Grade 9	
Grade 10	
Grade 11	
Grade 12	

2.1.b. Site 4 [Insert Name] Projected Enrollment in 2015-2016	
Grade	Projected Enrollment for the 2015-2016 School Year
K	
Grade 1	
Grade 2	
Grade 3	
Grade 4	
Grade 5	
Grade 6	
Grade 7	
Grade 8	
Grade 9	
Grade 10	
Grade 11	
Grade 12	

2.1.b. Site 5 [Insert Name] Projected Enrollment in 2015-2016	
Grade	Projected Enrollment for the 2015-2016 School Year
K	
Grade 1	
Grade 2	
Grade 3	
Grade 4	
Grade 5	
Grade 6	
Grade 7	
Grade 8	
Grade 9	
Grade 10	
Grade 11	
Grade 12	

2.2 Renaissance School Project Demographics in 2014-2015

a) Fill in the requested information below regarding renaissance school project demographics by grade level. Please note that demographic information provided must be based on FINAL enrollment count (i.e. last day of school).

2.2.a. Project Demographics in 2014-2015									
Grade	Total # Enrolled	# Free or Reduced Price Lunch	# Special Ed	# LEP	# White, non-Hispanic	# African American, non-Hispanic	# Hispanic	# Asian, non-Hispanic	# Other Race/Ethnicity, including two or more racial/ethnic groups
K	105	105	17	5	0	58	35	0	12
Grade 1									
Grade 2									
Grade 3									
Grade 4									
Grade 5									
Grade 6									
Grade 7									
Grade 8									
Grade 9									
Grade 10									
Grade 11									

Grade 12									
-------------	--	--	--	--	--	--	--	--	--

- b) Provide evidence that the renaissance school project has made a commitment to serving all students, especially the highest needs students such as special education students, English Language Learners, students who qualify for free or reduced-price lunch, and other underserved or at-risk populations. (Please limit your response to a 1-page maximum.)

3. EDUCATIONAL PROGRAM

3.1. Mission

Describe how the renaissance school project has progressed towards achieving the mission, goals and objectives as included in its application to the State. (Please limit your response to a 1-page maximum.)

At KIPP Cooper Norcross, our mission is to relentlessly pursue academic excellence that is grounded in strong character. We will operate with the determination, commitment to growth, and passion necessary to lead us to a college degree and thus a world of possibilities. Through a rigorous standards-based curriculum and character education focused on leadership, respect, and love, we will become problem-solvers and advocates for ourselves and our community. We will be humbly confident in leading an educational revolution so that one day, every child in Camden receives a world-class education.

We believe that we will achieve extraordinary academic results with our students when we provide them with a nurturing, rigorous, standards-based, data-driven instructional environment. In order for our students to have the essential skills and knowledge they need to succeed beyond elementary school, we must provide them with a well-rounded and intensive curriculum throughout their time with us.

The founding class of 105 kindergarten students walked through the doors of KIPP Cooper Norcross in August. These eager students represent a population of boys and girls who are among the most underserved students in the nation. 100% of our students qualify for free meals, indicative of a very high poverty level among our families. Our students are primarily African American (56%) and Hispanic (34%), which reflects the general population in Camden.

The students in Revolution’s incoming Kindergarten class were among KIPP New Jersey’s all-time lowest performing (and all-time lowest-income). Even with these challenges, our students have experienced a year of amazing growth. Our academic program, goals and successes are set forth in the sections below.

3.2. Academic Program

- a) Provide a signed assurance that the renaissance school project’s curriculum is aligned to current academic standards adopted by the State Board of Education. If the curriculum is not aligned, provide an explanation and timeline for the completion and implementation of the revised curriculum.

- b) Provide details about any planned changes to the curriculum and assessments for the 2015-2016 school year. (Please limit your response to a 1-page maximum.)

As a network, we have been committed to developing Common Core aligned curriculum and assessments and to preparing our students for PARCC assessments. Last summer we began to develop a 3-year plan to implement a common Academic Vision across all of our schools in Newark and Camden, including KIPP Cooper Norcross: KIPP New Jersey will prepare our students to meet our academic goals through a clear Common Core State Standards-aligned K-12 instructional design plan. We expect students to ground analysis in evidence from complex texts as they ask questions, define problems, construct explanations, and design solutions. KIPP New Jersey develops instructional expertise through instructional coaching, content development, and practice. We will accomplish this vision through a focus on teaching is thinking with the end goal of ensuring that the following three characteristics are evident in all classrooms across the K-12 spectrum:

- We know our content (content knowledge).
- We can break down content in a lesson so that students achieve (lesson purpose and anticipation).
- Student work represents a college-ready bar (college-ready bar).

In 2014-15 our focus was on literacy and we developed a KIPP New Jersey balanced literacy framework. We committed to implement a Common Core aligned literacy curriculum, KIPP Wheatley, in grades K-8 and to focus on develop a high impact instructional practices assessment of our schools during its implementation. Our teachers began using new unit assessments to backward plan lessons. In 2015-16 we will be continue to develop our literacy programs while focusing on math, utilizing the Eureka and CGI curriculum, which are also Common Core aligned.

Developed by Great Minds (formerly Common Core, Inc.), both curricula were developed based solely on the CCSS. Unlike many other curricula in the marketplace, each unit plan and assessment in the Eureka and Wheatley Portfolio aligns with a standard at that grade level.

We also continue to use data to drive instructional practices. Student data is collected on a daily, weekly, trimester and annual basis. This includes data captured and input by teachers and school staff (such as homework completion, grade book data, attendance, etc.); data captured through assessment tools (unit assessments, blended learning systems, MAP assessment, etc.); data provided by parents and families (household information, annual earnings, etc.); information collected from staff, parents and students through survey tools (KIPP Healthy Schools Survey, Insight survey, etc.).

The data is tracked in a variety of integrated systems and databases that are connected to a visualization tool called Tableau which creates dashboard accessible by teachers, grade level chairs, coaches and school leaders. Through these dashboards, data can be drilled down to increasing levels of specificity to try to identify trends. For example, the Daily Behavior tracker allows the user to drill down to see the data disaggregated by gender, IEP status, date range, and time of day. A school leader or grade level chair can literally drill down to see if students in the 4th grade are having more behavior problems in the morning or the afternoon, or on Wednesdays versus Fridays. The data is also displayed from a more top level perspective showing trends across various classrooms or months of the school year. We continue to develop dashboards that inform best practices in teaching and learning.

Subject	Grade in 2014-15	Number with Valid Pre- and Post-Test Scores	Mean Percentile Rank Pre-Test*	Mean Percentile Rank Post-Test*	Number Whose Scores Increased from Pre- to Post-Test
Mathematics	K	100	25	68	100
Reading	K	100	37	63	98

c) Describe how the renaissance school project provides the social and emotional supports, and health services, to adequately meet the needs of its students. Please include the categories and types of services available. (Please limit your response to a 1-page maximum.)

The vision of the KIPP COOPER NORCROSS ACADEMY Elementary Social Work Department is to remove barriers to learning through comprehensive clinical and social services so that all children can access their education and grow to their highest potential. The KIPP COOPER NORCROSS ACADEMY Social Work Department carries out this vision through direct, trauma-informed therapeutic services, direct and indirect behavioral services, participation on the Child Study Team, crisis intervention and through community linkage and outreach to families. Currently, the KIPP COOPER NORCROSS ACADEMY Social Work Department offers the following services:

Direct Services

- Individual therapy – play therapy and talk therapy
- Group therapy –play therapy, talk therapy and psycho-education
- Social skills training
- Crisis assessment and intervention
- Behavioral assessment, analysis and intervention

Indirect Services

- Linkage to community social services and health services
- Staff training on relevant mental health and student health topics
- Parent training on relevant mental health and student health topics

The KIPP COOPER NORCROSS ACADEMY Social Work Department has a broad goal of 90% of students involved in services mastering at least 90% of their therapeutic and/or behavioral goals by the end of each year. Key initiatives this year include network alignment of social work systems and services between campuses, improving progress monitoring efforts by including more scientifically normed, psychometric assessments and improved data collection, analysis and data sharing.

3.3. Academic Performance

a) Describe the renaissance school project’s statewide assessment results with regards to absolute, comparative and growth measures. Explain how the renaissance school project will close gaps and/or maintain and improve results. ***If you do not yet have state assessment data, indicate below and go on to complete 3.3 b).***

N/A – We currently do not have state assessment data.

- b) Provide information on the renaissance school project's internal student assessments (e.g. NWEA Map or Scantron Performance Series) across all grade levels served. Describe the assessment type (including the test subject), the frequency of use, the results, the measures of comparison, and an analysis of the school's data. Feel free to insert charts if necessary.

In elementary schools, and specifically in kindergarten, we measure academic performance using three standards-based measures:

- Reading Goals - STEP Literacy Assessment
- Growth Goals - MAP Assessment
- Unit Assessments – Friday Skills Assessment, Trimester Assessments

Reading Goals - STEP™ (Strategic Teaching and Evaluation of Progress) Literacy Assessment - Our best gauge of growth in reading for early elementary grades is the STEP Literacy Assessment. STEP divides literacy achievement into 12 levels, ranging from letter identification to reading comprehension and story retelling. We administer the STEP assessment four times a year. STEP 3 is considered an end-of-kindergarten year goal but KIPP Cooper Norcross sets its goal at STEP 4. Last year, our students demonstrated significant growth in multiple aspects of early literacy.

- When our students entered our school, only 4% of them entered kindergarten-ready, and only a remaining 25% of them entered with the early literacy skills of a preschooler.
- The successful execution of the instructional strategies resulted in 77% students reading at STEP 3 or higher, or at or above grade level
- 38% students achieved STEP 4.

Growth Goals - Northwest Evaluation Association (NWEA) Measures of Academic Progress (MAP) – The MAP assessment is a nationally normed, computer adaptive test which measures each student's learning growth over time in reading and mathematics. Our goal is for 50% of our students to score in top 75%ile in MAP Math and Reading assessments.

- In math 51% of students were in the top quartile in the spring, compared with 5% in the fall.
- MAP data revealed that our average student entered in the 25th percentile nationally and ended the year in the 68th percentile.
- In reading, 41% of students were in the top quartile in the spring, compared with 10% in the fall.
- MAP reading data showed that the average student entering in the 37th percentile nationally, and ending in the 63rd percentile nationally.

Standards Mastery - Trimester Assessments – At the end of each trimester, students are tested in various content areas to assess their mastery of standards taught during that period. In preparation for the trimester assessments, students take Friday Student Assessments throughout the year. Success means that 80% of the students average 80% or higher on unit assessments. New standards are established for each trimester, becoming more challenging over the year. Overall, the kindergarten class mastered 73% of goals in Trimester 1, 64% of trimester standards in trimester 2 and 62% of standards in trimester 3 in ELA. In Math, the kindergarten class mastered 70% of goals in Trimester 1, 76% of trimester standards in trimester 2 and 66% of standards in trimester 3

Teachers use the information from the FSAs and the TAs to figure out where our scholars are in order to spur conversation about what we can do to get 100% of our children where they need to be as a team. This data is used to:

- Look for trends – where are our strengths and weaknesses school-wide?
- Determine flexible groups for intervention or literacy centers across classrooms
- Make adjustments to instructional planning in ensuing weeks

3.4. 2015-2016 School Calendar

As Appendix A, please provide the 2015-2016 school calendar.

4. PARENTAL AND COMMUNITY INVOLVEMENT

- a) Describe how the school engages families and encourages parental involvement in the school. Discuss the resources that are available to students and parents. (Please limit your response to a 1-page maximum.)

KIPP Cooper Norcross values parental engagement as a critical component of the success of our schools. The development of the 2014-2015 program officially began in March 2014 and was informed by community partners, teachers, and administrators. Parents were not a part of these early discussions, as they took place before students had been identified. Parent engagement begins with the home visit.

Our teachers and school leadership team conduct home visits with each of our incoming students in advance of their arrival. During the 90 minute meetings, teachers review school expectations with both parent and child in more detail. All meeting participants – students, parents, and teachers - sign the TEAM “Commitment to Excellence Contract” – a non-binding description of everybody’s responsibilities. The home visit is an opportunity to advise parents of their role as KIPP Cooper Norcross parents, including reviewing homework agendas and daily reports. It also provides teachers with initial insight into students’ home life and family. This information is valuable as teachers move forward in their relationship-building with both the students and parents. This personal time during the home visit has proven essential to cultivating our relationships with families including extended family and siblings.

This also begins the work of seeking their commitment to work in partnership with the school to support our shared vision for their children. A small group of parents became very active parent partners. They formed a parent association, planned a school fundraiser and organized community-building events like pot lucks. They also did ongoing outreach to encourage parent attendance at Saturday School and the monthly Family Night events hosted by the school (like Family Literacy Night). Parents also receive monthly family newsletters highlighting various elements of the school, including parent profiles, teacher bios and resources from our student support team.

A high priority for us is high parent attendance at our monthly Saturday School activities. Saturday School programming seeks to engage families and students in enrichment activities once a month (i.e. Fitness Day, Fall Harvest, etc.). These events give families the opportunity to network with each other and with school staff outside of a typical classroom day. They also present an informal setting in which they can observe the way that school staff works to support their children, which we

believe presents some opportunities for replication at home, for parents to seek out clarification on, or to question. Our goal is for 90%+ attendance at Saturday School days over the course of the school year. In the 2014-2015 school year, we averaged just under 60%. We also administer a Family Survey every other month. Survey results revealed parent satisfaction rates above 85%.

We are proud of the fact that in our first year, our parents felt empowered to be so present in their children's school. The president of the parent association later joined the stakeholder committee and provided valuable input that has already been adopted as we develop our program for the 2015-2016 school year. We see much opportunity for growth in this area.

- b) Describe the school's partnerships with educational or community institutions and how they enhance the school's mission and educational program. (Please limit your response to a 1-page maximum.)

As a new school in a community new to us, it was important for KIPP Cooper Norcross to begin to build relationships with community organizations and community leaders. The first year of opening a school requires significant focus on internal stakeholders, including students, parents, and teachers. We still began to spend time in the community.

The Center for Family Services - We met with the Executive Director and staff beginning in 2013 as we were planning to open our school(s) in Camden. They have been an excellent source of information, support and feedback. They will be co-locating with KIPP Cooper Norcross Academy in our new building beginning in 2015-16.

Campbell's Soup – Healthy Communities Program - We were invited to be a partner in this three-year program to support ways to improve health among our students, parents, and teachers.

The Cooper Foundation – sponsored a carnival for KIPP Cooper Norcross Academy families and neighbors in the Lanning Square area. This provided a wonderful opportunity for the community to get together and meet the people working for the school and for them!

YMCA – We have initiated discussions on programming with the YMCA.

Project HOPE – We have worked with this organization on issues of medical care for some of our students.

We will continue to build relationships in the community as we grow.

5. RENAISSANCE SCHOOL PROJECT GOVERNANCE / LEADERSHIP

5.1. Board of Trustees

- a) Fill in the requested information below regarding the renaissance school project's Board of Trustees:

5.1.a. Board of Trustees in 2014-2015
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Member's Name	Effective Start Date (when individual started on board)	Current Term Expiration Date (if applicable)	Officer Role (e.g. President, Vice President, Secretary, Treasurer)	Email Address
Susan Bass Levin	2015	2018	Trustee	Basslevin-susan@cooperhealth.edu
Adrienne Elberfeld	2015	2018	Trustee	elberfeld-adrienne@cooperhealth.edu
Douglas Allen	2015	2018	Trustee	allen-douglas@cooperhealth.edu
William Smith	2015	2018	Trustee	smith-william@cooperhealth.edu
Christine Choi	2015	2018	Trustee	christine.choi@virginusa.com
Kathleen Nugent Hughes	2015	2018	Trustee	kathleen.m.nugent@gmail.com
Jordan Metzger	2015	2018	Trustee	jmetzger@coleschotz.com
Tim Carden	2015	2018	Chair	cardent@pfm.com
Rahul Goyal	2015	2018	Treasurer	rgoyal@aeainvestors.com

b) Describe how the board of trustees evaluates the renaissance school project leader(s) on an annual basis and holds these individuals accountable for meeting specified goals. (If available, as Appendix B, provide a copy of the evaluation tool the board uses to evaluate the renaissance school project leader(s).)

In accordance with the Service agreement between the Board of Trustees of KIPP: Cooper Norcross, A New Jersey Nonprofit Corporation and KIPP New Jersey (KNJ), the Board shall measure and evaluate the performance by KNJ in providing the Services annually based on certain performance metrics or criteria of the School, which criteria may include the following (such criteria are not deemed to be exhaustive, but shall include such data as reasonably requested by the Board to enable it to evaluate KNJ):

- State standardized tests
- Measures of Academic Progress (MAP) Assessment
- Attendance
- Demographic information
- Student retention
- Staff retention
- High school graduation rates
- College acceptance rates
- 6 year college graduation rates
- Standing in any district performance management system

KNJ shall provide a report, at least annually, inclusive of such data, to the Board. KNJ is responsible for ensuring all regulatory and school mission goals are met.

- c) Describe how the board assesses its own performance annually. (If available, as Appendix C, provide a copy of the evaluation tool that the board uses to assess its own performance.)

N/A – The board currently does not have a process to assess its own performance at this time.

- d) As Appendix D, provide a copy of any amendments to the bylaws the board of trustees adopted during the previous year.

5.2 Organization/Leadership

- a) As Appendix E, provide an organizational chart of the renaissance school project for the 2015-2016 school year.

- b) Fill in the requested information below regarding the renaissance school project’s teacher and staff retention rates.

5.2.b. Teacher/Staff Retention Rates		
Retention	Number or Ratio	Methodology used
Teacher Retention Rate (year to year)	80% (8/10)	ADP – HRIS System
Total Staff Retention Rate (year to year)	88% (15/17)	

6. FACILITIES

6.1. Funding

Describe any anticipated change(s) in the renaissance school project’s facility financing.

In 2014, Cooper Lanning Square Renaissance School Facilities obtained a construction loan to build KIPP: Cooper Norcross Academy, a 110,000 square foot state-of-the-art facility in the Lanning Square and Cooper Plaza neighborhoods. In the 2015-2016 school year, the school will serve roughly 480 KIPP students and will grow to serve more than 1,000 students from Pre-K to 8th grade. The school is expected to close on its permanent financing in August 2015. Funding from the August 2015 permanent loan will be available to repay the construction loan on or before July 2016.

6.2 Structural Changes

- a) List renaissance school project sites that will be undergoing construction between July 2015 and June 2016.

No projects.

b) Provide assurances that site plans and/or substantial reconstruction plans have been submitted for each site.

N/A

c) Please provide any modifications to existing site plans and/or substantial reconstruction plans. (If there are no modifications to the existing plans, simply indicate that here and put “N/A” next to numbers 1-4.)

1. Provide the facility name and address. – **N/A**

2. Provide a description of changes/modifications to the facility(ies). – **N/A**

3. Provide assurances that the facility meets regulations pertaining to the health and safety of pupils, per N.J.S.A. 18A:36C-4.b(11). – **N/A**

4. As Appendix F, provide a revised timeline for implementing the changes. – **N/A**

Appendices

Appendix A – School Calendar

Appendix D – Amended By-Laws

Appendix E – Organizational Chart

Appendix A – School Calendar



2015-2016 Calendar
525 Clinton Street
Main Office: 856-966-9600

15 All Medical Forms Due

July						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

- 1 Winter Break: No School
- 4 PD Day: No School
- 9 Saturday School #4
- 18 MLK Day: No School
- 27 Family Math Night
- 28 Photo Day
- 29 Quarter 2 Ends

5 Welcome Back Family Picnic 4-7 pm
18 Back to School Night (Kinder)
20 Back to School Night (New 1st Gr)
24 School Begins for K and new 1st
25 Back to School Night (Returning 1st Gr)
31 School Begins for returning 1st Grade

August						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29					

- 1 Quarter 3 Begins
- 5 PD Day: No School
- 15-19 February Break: No School

7 Labor Day: No School
8 PD Day: No School
9 First Full Day/Quarter 1 Begins
19 Saturday School #1
30 Open House/Family Social

September						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

March						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

- 19 Saturday School #5
- 25 Good Friday: School Closed

12 Columbus Day: No School
13 PD Day: No School
17 Saturday School #2

October						
S	M	T	W	Th	F	S
			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

- 8 Quarter 3 Ends
- 11-15 Spring Break: No School
- 18 PD Day: No School
- 19 Quarter 4 Begins
- 29 RC Conferences: No School

4 Family Literacy Night
9 Veteran's Day: No School
13 Quarter 1 Ends
16 PD Day: No School
17 Quarter 2 Begins
21 Saturday School #3
25-27 Thanksgiving: No School

November						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

- 14 Saturday School #6
- 30 Memorial Day: No School

3 RC Conferences: 1:00 Dismissal
4 RC Conferences: No School
23 Half Day: 1:00 Dismissal
24-31 Winter Break: No School

December						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

- 15 Family Summer Success Night
- 17 Quarter 4 Ends
- 23 Last Day of School
- 23 Kinder. Stepping Up Ceremony
- 23 RC Conferences: 1:00 Dismissal
- 24 RC Conferences: No School

Appendix E – Organizational Chart

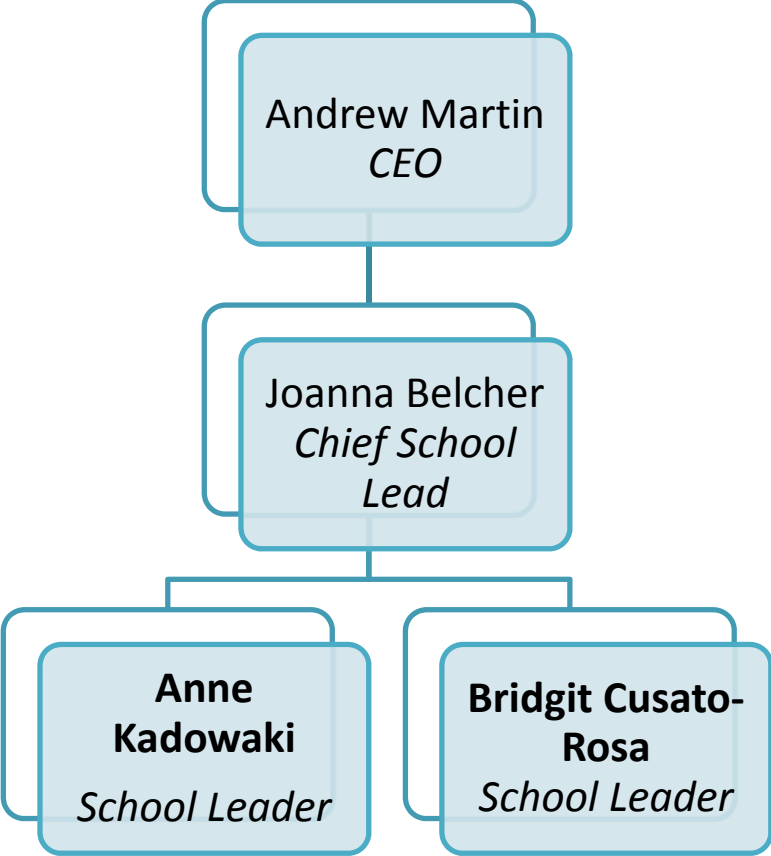


EXHIBIT B

BY-LAWS

FIRST AMENDED AND RESTATED BYLAWS

of

**COOPER LANNING SQUARE RENAISSANCE SCHOOL, INC.
(a New Jersey Nonprofit Corporation)**

ARTICLE 1 - DEFINITIONS

Section 1.1 Definitions.

The following terms used in these Bylaws shall have the meanings set forth below.

- A. The "Act" means the New Jersey Nonprofit Corporation Act, as amended.
- B. The "Board" means the Board of Trustees of the Corporation.
- C. The "Corporation" means Cooper Lanning Square Renaissance School, Inc., which shall be known as "KIPP: Cooper Norcross."
- D. A "Trustee" means an individual serving on the Board.

ARTICLE 2 - PURPOSES

Section 2.1 Purposes.

The purposes of the Corporation are set forth in its Certificate of Incorporation.

ARTICLE 3 - OFFICES

Section 3.1 Offices.

The registered office of the Corporation shall be located in New Jersey. The Corporation may have any number of other offices at such places as the Board may determine.

ARTICLE 4 - MEMBERS

Section 4.1 Members.

The Corporation shall have no members entitled to vote on any matter or for any other reason.

ARTICLE 5 - BOARD OF TRUSTEES

Section 5.1 Board of Trustees.

The activities of the Corporation shall be managed by the Board. The initial Board shall consist of three Trustees (collectively, the "Trustees"). The powers of the

Corporation shall be exercised by, or under the authority of, the Board except as otherwise provided by statute, the Certificate of Incorporation, these Bylaws, or a resolution adopted by the Board.

Section 5.2 Qualifications of Trustees.

Each Trustee shall be a natural person at least eighteen (18) years of age who need not be a resident of New Jersey.

Section 5.3 Number and Appointment of Trustees.

The Board shall consist of nine (9) Trustees. Five of these Trustees shall be elected each year by the Board of Trustees of KIPP New Jersey at the annual meeting of KIPP New Jersey. Four of these Trustees shall be elected each year by the Board of Trustees of the Cooper Foundation at the annual meeting of the Cooper Foundation.

Section 5.4 Board Chair.

The Board shall elect a Board Chair pursuant to a majority vote of all the Trustees, to chair all meetings of the Board.

Section 5.5 Term of Office.

Except as otherwise provided in these Bylaws, each Trustee shall be appointed for a term of one (1) year, which term may be renewed, and shall hold office until the expiration of the term for which he or she was appointed, his / her removal, until his or her successor has been elected and qualified, or until his or her earlier death or resignation.

Section 5.6 Vacancies.

Vacancies in the Board, including vacancies resulting from the death, resignation, or removal of a Trustee, shall be filled by a majority vote of the Board of Trustees of the Cooper Foundation or by a majority vote of the Board of Trustees of KIPP New Jersey, respectively. Each person so elected shall be a Trustee to serve until the next annual meeting and until his or her successor has been elected and qualified.

Section 5.7 Removal of Trustees.

Any one or more of the Trustees elected by the Board of Trustees of KIPP New Jersey may be removed from the Board of Trustees for cause, by vote of a simple majority of all Trustees of KIPP New Jersey. Any one or more of the Trustees elected by the Board of Trustees of the Cooper Foundation may be removed from the Board of Trustees for cause, by vote of a simple majority of all Trustees of the Cooper Foundation. Any vacancy resulting from the removal of a Trustee shall be filled in accordance with the provision in these Bylaws for vacancies in the Board.

A Trustee may be removed for any cause deemed sufficient by the Board of Trustees responsible for the election of said Trustee. No prior notice of the possibility of removal need be given any Trustee.

Section 5.8 Resignations.

Any Trustee may resign at any time by giving written notice to the Corporation. The resignation shall be effective upon receipt by the Corporation or at such subsequent time as may be specified in the notice of resignation.

Section 5.9 Compensation of Trustees.

Trustees shall receive no compensation for their services as Trustees or as committee members. However, the Corporation may pay reasonable compensation to a Trustee for providing services to the Corporation in any other capacity, including that of salaried officer, employee, or agent of the Corporation. Trustees who serve as salaried officers, employees, or agents of the Corporation shall not participate in any vote of the Board with respect to their compensation. Trustees may be reimbursed for reasonable expenses incurred on behalf of the Corporation.

Section 5.10 Voting Rights.

Each Trustee shall be entitled to one (1) vote.

ARTICLE 6 - COMMITTEES

Section 6.1 Executive Committee.

The Board, by resolution adopted by a majority of the entire Board, may appoint from among the Trustees an Executive Committee, who shall serve at the pleasure of the Board. The Executive Committee, to the extent provided in the resolution of the Board, shall have and may exercise all the authority of the Board, except that the Executive Committee shall not:

- (a) Make, alter, or repeal any bylaw of the Corporation;
- (b) Elect or appoint any Trustee, or remove any officer or Trustee; or

- (c) Amend or repeal any resolution previously adopted by the Board.

Section 6.2 Community Engagement Committee.

The Board shall, before the Corporation begins any school operations, form a Community Engagement Committee for the purpose of soliciting input from the Camden and school communities. This Community Engagement Committee shall report to the Board at every meeting, ensuring that the Board benefits from the perspectives from these communities.

Section 6.3 Establishment and Powers of Other Committees.

The Board, by resolution adopted by a majority of the entire Board, may appoint one or more other committees, which need not be composed entirely of Trustees, who shall serve at the pleasure of the Board. Any such committee, to the extent provided in the resolution of the Board, shall have and may exercise all the authority of the Board, except that no committee shall:

- (a) Make, alter, or repeal any bylaw of the Corporation;
- (b) Elect or appoint any Trustee, or remove any officer or Trustee; or
- (c) Amend or repeal any resolution previously adopted by the Board.

Section 6.4 Committee Organization.

Except as otherwise provided by the Board, each committee shall be chaired by a Trustee who shall be the liaison between the Board and the committee. Each committee shall establish its own operating procedures. Each committee shall keep regular minutes of its proceedings and report the same to the Board at each regular meeting of the Board. Each committee shall determine the times and places of its meetings.

ARTICLE 7 - MEETINGS OF TRUSTEES

Section 7.1 Place of Meetings.

The Board may hold its meetings at such place designated by the Board in the notice of the meeting.

Section 7.2 Annual Meeting.

Unless the Board provides by resolution for a different time, the annual meeting of the Board, for the election of Trustees and the transaction of any other business which may be brought before the meeting, shall be held at such date and time each year as determined by the Board. If such day is a legal holiday under the laws of New Jersey, the annual meeting shall be held on the next succeeding business day which is not a legal holiday under the laws of New Jersey.

Immediately after each annual election of Trustees, the newly constituted Board shall meet without prior notice at the place where the election of Trustees was held, or at any

other place and time designated in a notice given as provided in Section 9.1, for the purposes of organization, election of officers, and the transaction of other business.

Section 7.3 Regular Meetings.

The Board may hold its regular meetings at least once per quarter at such place and time as shall be designated by resolution of the Board. If the date fixed for any regular meeting is a legal holiday under the laws of New Jersey, the meeting shall be held on the next succeeding business day or at such other time as may be determined by resolution of the Board. The Board shall transact such business as may properly be brought before its meetings. Notice of regular meetings need not be given.

Section 7.4 Special Meetings of the Board.

The Board Chair or any two (2) Trustees may call special meetings of the Board which shall be held at such time and place as shall be designated in the call for the meeting. Five (5) days notice of any special meeting shall be given to each Trustee pursuant to Section 9.1 or by telephone. Such notice shall state the time and place of such special meeting but need not state the purpose of the special meeting.

Section 7.5 Quorum.

A majority of Trustees shall constitute a quorum for the transaction of business. The acts of a majority of the Trustees present and voting at a meeting at which a quorum is present shall be the acts of the Board; provided, however, a vote of at least fifty-one percent (51%) of the Trustees is needed to amend the Corporation's Certificate of Incorporation.

Section 7.6 Participation in Meetings.

One (1) or more Trustees may participate in a meeting of the Board or a committee thereof by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other.

Section 7.7 Organization.

Every meeting of the Board shall be presided over by the Board Chair, or in the absence of the Board Chair, the President, or in the absence of the President and the Board Chair, a chair chosen by a majority of the Trustees present. The Secretary, or in his or her absence, a person appointed by the chair, shall act as secretary.

Section 7.8 Unanimous Consent of Trustees in Lieu of Meeting.

Any action which may be taken at a meeting of the Trustees may be taken without a meeting, if a consent or consents in writing, setting forth the action so taken, shall be signed by all Trustees and filed with the Secretary of the Corporation.

ARTICLE 8 - OFFICERS

Section 8.1 Number.

The officers of the Corporation, who need not be Trustees, shall include a President, a Vice President, a Secretary, and a Treasurer. The officers may include one (1) or more Assistant Secretaries, one (1) or more Assistant Treasurers, and such other officers as the Board may determine by resolution. Any number of offices may be held by the same person, except the President may not also serve as Secretary or Treasurer.

Section 8.2 Qualifications of Officers.

The officers shall be natural persons at least eighteen (18) years of age except that the Treasurer may be a corporation.

Section 8.3 Election and Term of Office.

The officers of the Corporation shall be elected by the Board at the annual meeting of the Board or at other times to fill a vacancy. Except as otherwise provided by these Bylaws or the Board, each officer shall serve for a term of one (1) year and until his or her successor has been elected and qualified, or until his or her earlier death, resignation, or removal.

Section 8.4 Removal of Officers.

Any officer or agent may be removed by a vote of the majority of the Board of Trustees whenever in its judgment the best interests of the Corporation will be served. Such removal shall be without prejudice to the contract rights, if any, of any person so removed.

Section 8.5 Resignations.

Any officer may resign at any time by giving written notice to the Corporation. The resignation shall be effective upon receipt by the Corporation or at such subsequent time as may be specified in the notice of resignation.

Section 8.6 The President.

The President shall be the chief executive officer of the Corporation and shall have general supervision over the business and operations of the Corporation, subject to the control of the Board. The President shall execute in the name of the Corporation deeds, mortgages, bonds, contracts, and other instruments authorized by the Board, except in cases where the execution thereof shall be expressly delegated by the Board to some other officer or agent of the Corporation. In general, the President shall perform all duties incident to the office of President and such other duties as may be assigned by the Board.

Section 8.7 The Vice President.

In the event of the absence, disability or death of the President, or when so directed by the President, the Vice President may perform all the duties of the President, and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice President shall perform such other duties as may be assigned by the Board or the President.

Section 8.8 The Secretary.

The Secretary shall attend all meetings of the Board. The Secretary shall record all votes of the Board and the minutes of the meetings of the Board in a book or books to be kept for that purpose. The Secretary shall see that required notices of meetings of the Board are given and that all records and reports are properly kept and filed by the Corporation. The Secretary shall be the custodian of the seal of the Corporation and shall see that it is affixed to all documents to be executed on behalf of the Corporation under its seal. In general, the Secretary shall perform all duties incident to the office of Secretary and such other duties as may be assigned by the Board or the President.

Section 8.9 Assistant Secretaries.

In the absence or disability of the Secretary or when so directed by the Secretary, any Assistant Secretary may perform all the duties of the Secretary, and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the Secretary. Each Assistant Secretary shall perform such other duties as may be assigned by the Board, the President, or the Secretary.

Section 8.10 The Treasurer.

The Treasurer shall be responsible for corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation. The Treasurer shall have full authority to receive and give receipts for all money due and payable to the Corporation, and to endorse checks, drafts, and warrants in its name and on its behalf and to give full discharge for the same. The Treasurer shall deposit all funds of the Corporation, except such as may be required for current use, in such banks or other places of deposit as the Board may designate. In general, the Treasurer shall perform all duties incident to the office of Treasurer and such other duties as may be assigned by the Board or the President.

Section 8.11 Assistant Treasurers.

In the absence or disability of the Treasurer or when so directed by the Treasurer, any Assistant Treasurer may perform all the duties of the Treasurer, and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the Treasurer. Each Assistant Treasurer shall perform such other duties as may be assigned by the Board, the President, or the Treasurer.

ARTICLE 9 - NOTICE

Section 9.1 Written Notice.

Whenever written notice is required to be given to any person, it may be given to the person, either personally or by sending a copy by first class or express mail, postage prepaid, courier service, charges prepaid, or by facsimile transmission, to his or her address (or to his or her facsimile number) appearing on the books of the Corporation or, in the case of Trustees, supplied by him or her to the Corporation for the purpose of notice. If the notice is sent by mail or courier service, it shall be deemed to have been given when deposited in the United States mail or with a courier service for delivery to that person and if the notice is by facsimile, it shall be deemed to have been given when receipt has been confirmed. A notice of meeting shall specify the place, day and hour of the meeting and any other information required by the Act. Except as otherwise provided by the Act or these Bylaws, when a meeting is adjourned, it shall not be necessary to give any notice of the adjourned meeting, or of the business to be transacted at an adjourned meeting, other than by announcement at the meeting at which such adjournment is taken.

Section 9.2 Waiver by Writing.

Whenever any written notice is required to be given, a waiver in writing, signed by the person or persons entitled to the notice, whether before or after the time stated, shall be deemed equivalent to the giving of the notice. Neither the business to be transacted at, nor the purpose of, a meeting need be specified in the waiver of notice of the meeting.

Section 9.3 Waiver by Attendance.

Attendance of a person at any meeting shall constitute a waiver of notice of the meeting except where a person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting was not lawfully called or convened.

ARTICLE 10 - CONFLICTS OF INTEREST

Section 10.1 Interested Trustees.

No contract or other transaction between the Corporation and one or more of its Trustees or between the Corporation and any other corporation, firm, corporate business entity, or association of any type or kind in which one or more of its Trustees are trustees or directors or are otherwise interested, shall be void or voidable solely by reason of the common trusteeship or interest, or solely because the Trustee is present at the meeting of the Board or a committee thereof which authorizes, approves, or ratifies the contract or transaction, or solely because the Trustee's vote is counted for that purpose, if the contract or other transaction is fair and reasonable as to the Corporation at the time it is authorized, approved, or ratified and the fact of the common trusteeship or interest is disclosed or known to the Board or committee and the

Board or committee authorizes, approves, or ratifies the contract or transaction by unanimous written consent, provided at least one Trustee so consenting is disinterested, or by affirmative vote of a majority of the disinterested Trustees, even though the disinterested Trustees be less than a quorum.

Common or interested Trustees may be counted in determining the presence of a quorum at a meeting of the Board or committee which authorizes, approves, or ratifies the contract or transaction.

ARTICLE 11 - INDEMNIFICATION; INSURANCE; NONASSESSABILITY

Section 11.1 Indemnification.

The Corporation shall indemnify, to the extent permitted by Section 15A:3-4 of the Act and to the extent otherwise permitted by law, any person and such person's heirs, executors, administrators and legal representatives, who was or is made or threatened to be made a party to any threatened, pending or completed action, suit, or proceeding (whether civil, criminal, administrative or investigative) by reason of the fact that (a) such person serves or served as a Trustee or officer of the Corporation; (b) such person serves or served on any formally constituted advisory body or voluntary committee of the Corporation; or (c) such person serves or served at the request of the Corporation as a trustee, member, officer, director, shareholder, employee, or agent of any other corporation, partnership, joint venture, trust, association, or any other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit, or proceeding. The foregoing indemnification shall apply only if the person acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal proceeding, had no reasonable cause to believe that the conduct was unlawful.

Notwithstanding the foregoing provisions of this Article, the indemnification provided to any person described above shall be only in excess of any valid and collectible insurance or other source of indemnification available for the benefit of such person, including any benefit available under any insurance or self-insurance plan of the Corporation, and no rights of subrogation are intended to be created hereby. Moreover, no indemnification shall be made under this Article or otherwise to or on behalf of a person if:

- (a) A judgment or other final adjudication adverse to the person establishes that his or her acts or omissions (i) were in breach of his or her duty of loyalty to the Corporation, (ii) were not in good faith or involved a knowing violation of law, or (iii) resulted in receipt by the person of an improper personal benefit; or
- (b) The Board determines that under the circumstances indemnification would constitute an excess benefit transaction under section 4958 of the Internal Revenue Code of 1986 (or the corresponding section of any future federal tax code).

Section 11.2 Insurance.

The Corporation may purchase and maintain insurance on behalf of any person who is or was a Trustee or officer of the Corporation or is or was serving at the request of the Corporation as a trustee, director or officer of another corporation, partnership, joint venture, trust, association, or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against that liability under the Act, the Certificate of Incorporation, or these Bylaws. The Corporation's payment of premiums with respect to such insurance coverage shall be provided primarily for the benefit of the Corporation. To the extent that such insurance coverage provides a benefit to the insured person, the Corporation's payment of premiums with respect to such insurance shall be provided in exchange for the services rendered by the insured person and in a manner so as not to constitute an excess benefit transaction under Section 4958 of the Internal Revenue Code of 1986, (or the corresponding section of any future federal tax code).

Section 11.3 Nonassessibility.

The private property of the Trustees and the officers of the Corporation shall be nonassessable and shall not be subject to the payment of any corporate debts, nor shall the Trustees or the officers of the Corporation become individually liable or responsible for any debts or liabilities of the Corporation.

ARTICLE 12 - CORPORATE RECORDS

Section 12.1 Corporate Records.

The Corporation shall keep (a) an original or a duplicate record of the proceedings of the Board, (b) the original or a copy of its Bylaws, including all amendments thereto to date, and (c) appropriate, complete, and accurate books or records of account, at its registered office or at its principal place of business.

ARTICLE 13 - AMENDMENTS

Section 13.1 Amendments.

A vote of at least fifty-one percent (51%) of the Board of Trustees in office is needed to amend the Bylaws of the Corporation.

BYLAWS
OF
COOPER LANNING SQUARE RENAISSANCE SCHOOL, INC.
(a New Jersey Nonprofit Corporation)

ARTICLE 1 - DEFINITIONS

Section 1.1 **Definitions.**

The following terms used in these Bylaws shall have the meanings set forth below.

- A. The "Act" means the New Jersey Nonprofit Corporation Act, as amended.
- B. The "Board" means the Board of Trustees of the Corporation.
- C. The "Corporation" means Cooper Lanning Square Renaissance School, Inc.
- D. A "Trustee" means an individual serving on the Board.

ARTICLE 2 - PURPOSES

Section 2.1 **Purposes.**

The purposes of the Corporation are set forth in its Certificate of Incorporation.

ARTICLE 3 - OFFICES

Section 3.1 **Offices.**

The registered office of the Corporation shall be located in New Jersey. The Corporation may have any number of other offices at such places as the Board may determine.

ARTICLE 4 - MEMBERS

Section 4.1 **Members.**

The Corporation shall have no members entitled to vote on any matter or for any other reason.

ARTICLE 5 - BOARD OF TRUSTEES

Section 5.1 Board of Trustees.

The activities of the Corporation shall be managed by the Board. The initial Board shall consist three Trustees (collectively, the "Trustees"). The powers of the Corporation shall be exercised by, or under the authority of, the Board except as otherwise provided by statute, the Certificate of Incorporation, these Bylaws, or a resolution adopted by the Board.

Section 5.2 Qualifications of Trustees.

Each Trustee shall be a natural person at least eighteen (18) years of age who need not be a resident of New Jersey.

Section 5.3 Number and Election of Trustees.

Section 5.4 The Board shall consist of at least three but no more than nine Trustees. The exact number of Trustees shall be set by resolution of the Board at a special meeting, or at each annual meeting before the election of Trustees, or, in any event, pursuant to consent in lieu of meeting in accordance with these Bylaws. The Trustees shall be elected by the Board at its annual meeting. Term of Office.

Except as otherwise provided in these Bylaws, each Trustee shall be elected for a term of one (1) year. Each Trustee shall hold office until the expiration of the term for which he or she was elected and until his or her successor has been elected and qualified, or until his or her earlier death, resignation, or removal.

Section 5.5 Vacancies.

Vacancies in the Board, including vacancies resulting from the death, resignation, or removal of a Trustee, shall be filled by a majority vote of the remaining Trustees even though less than a quorum, or by a sole remaining Trustee. Each person so elected shall be a Trustee to serve until the next annual meeting and until his or her successor has been elected and qualified.

Section 5.6 Removal of Trustees.

Any Trustee may be removed from office for cause by a majority vote of the entire Board. If any Trustee is removed, the resulting vacancy may be filled immediately by the Board.

Section 5.7 Resignations.

Any Trustee may resign at any time by giving written notice to the Corporation. The resignation shall be effective upon receipt by the Corporation or at such subsequent time as may be specified in the notice of resignation.

Section 5.8 Compensation of Trustees.

Trustees shall receive no compensation for their services as Trustees or as committee members. However, the Corporation may pay reasonable compensation to a Trustee for providing services to the Corporation in any other capacity, including that of salaried officer, employee, or agent of the Corporation. Trustees who serve as salaried officers, employees, or agents of the Corporation shall not participate in any vote of the Board with respect to their compensation. Trustees may be reimbursed for reasonable expenses incurred on behalf of the Corporation.

Section 5.9 Voting Rights.

Each Trustee shall be entitled to one (1) vote.

ARTICLE 6 - COMMITTEES

Section 6.1 Establishment and Powers.

The Board, by resolution adopted by a majority of the entire Board, may appoint from among the Trustees an executive committee and one or more other committees. Any such committee, to the extent provided in the resolution of the Board, shall have and may exercise all the authority of the Board, except that no committee shall:

- (a) Make, alter, or repeal any bylaw of the Corporation;
- (b) Elect or appoint any Trustee, or remove any officer or Trustee; or
- (c) Amend or repeal any resolution previously adopted by the Board.

Section 6.2 Term.

Each committee of the Board shall serve at the pleasure of the Board.

Section 6.3 Committee Organization.

Except as otherwise provided by the Board, each committee shall be chaired by a Trustee who shall be the liaison between the Board and the committee. Each committee shall establish its own operating procedures. Each committee shall keep regular minutes of its proceedings and report the same to the Board at each regular meeting of the Board. Each committee shall determine the times and places of its meetings.

ARTICLE 7 - MEETINGS OF TRUSTEES

Section 7.1 Place of Meetings.

The Board may hold its meetings at such place designated by the Board in the notice of the meeting.

Section 7.2 Annual Meeting.

Unless the Board provides by resolution for a different time, the annual meeting of the Board, for the election of Trustees and the transaction of any other business which may be brought before the meeting, shall be held at such date and time each year as determined by the Board. If such day is a legal holiday under the laws of New Jersey, the annual meeting shall be held on the next succeeding business day which is not a legal holiday under the laws of New Jersey.

Immediately after each annual election of Trustees, the newly constituted Board shall meet without prior notice at the place where the election of Trustees was held, or at any other place and time designated in a notice given as provided in Section 9.1, for the purposes of organization, election of officers, and the transaction of other business.

Section 7.3 Regular Meetings.

The Board may hold its regular meetings at least once per quarter at such place and time as shall be designated by resolution of the Board. If the date fixed for any regular meeting is a legal holiday under the laws of New Jersey, the meeting shall be held on the next succeeding business day or at such other time as may be determined by resolution of the Board. The Board shall transact such business as may properly be brought before its meetings. Notice of regular meetings need not be given.

Section 7.4 Special Meetings of the Board.

The President or any two (2) Trustees may call special meetings of the Board which shall be held at such time and place as shall be designated in the call for the meeting. Five (5) days notice of any special meeting shall be given to each Trustee pursuant to Section 9.1 or by telephone. Such notice shall state the time and place of such special meeting but need not state the purpose of the special meeting.

Section 7.5 Quorum.

A majority of Trustees shall constitute a quorum for the transaction of business. The acts of a majority of the Trustees present and voting at a meeting at which a quorum is present shall be the acts of the Board; provided, however, a vote of at least fifty-one percent (51%) of the Trustees is needed to amend the Corporation's Certificate of Incorporation.

Section 7.6 Participation in Meetings.

One (1) or more Trustees may participate in a meeting of the Board or a committee thereof by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other.

Section 7.7 Organization.

Every meeting of the Board shall be presided over by the President, or in the absence of the President, the Vice President, or in the absence of the President and the Vice

President, a chair chosen by a majority of the Trustees present. The Secretary, or in his or her absence, a person appointed by the chair, shall act as secretary.

Section 7.8 Unanimous Consent of Trustees in Lieu of Meeting.

Any action which may be taken at a meeting of the Trustees may be taken without a meeting, if a consent or consents in writing, setting forth the action so taken, shall be signed by all Trustees and filed with the Secretary of the Corporation.

ARTICLE 8 - OFFICERS

Section 8.1 Number.

The officers of the Corporation shall include a President, a Vice President, an Assistant Vice President, a Secretary, and a Treasurer. The officers may include one (1) or more Assistant Secretaries, one (1) or more Assistant Treasurers, and such other officers as the Board may determine by resolution. Any number of offices may be held by the same person.

Section 8.2 Qualifications of Officers.

The officers shall be natural persons at least eighteen (18) years of age except that the Treasurer may be a corporation.

Section 8.3 Election and Term of Office.

The officers of the Corporation shall be elected by the Board at the annual meeting of the Board or at other times to fill a vacancy. Except as otherwise provided by these Bylaws or the Board, each officer shall serve for a term of one (1) year and until his or her successor has been elected and qualified, or until his or her earlier death, resignation, or removal.

Section 8.4 Removal of Officers.

Any officer or agent may be removed by the Board whenever in its judgment the best interests of the Corporation will be served. Such removal shall be without prejudice to the contract rights, if any, of any person so removed.

Section 8.5 Resignations.

Any officer may resign at any time by giving written notice to the Corporation. The resignation shall be effective upon receipt by the Corporation or at such subsequent time as may be specified in the notice of resignation.

Section 8.6 The President.

The President shall be the chief executive officer of the Corporation and shall have general supervision over the business and operations of the Corporation, subject to the control of the Board. The President shall chair all meetings of the Board. The President shall execute in the name of the Corporation deeds, mortgages, bonds, contracts, and other instruments

authorized by the Board, except in cases where the execution thereof shall be expressly delegated by the Board to some other officer or agent of the Corporation. In general, the President shall perform all duties incident to the office of President and such other duties as may be assigned by the Board.

Section 8.7 The Vice President and Assistant Vice President.

In the event of the absence, disability or death of the President, or when so directed by the President, the Vice President may perform all the duties of the President, and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice President and Assistant Vice President shall perform such other duties as may be assigned by the Board or the President.

Section 8.8 The Secretary.

The Secretary shall attend all meetings of the Board. The Secretary shall record all votes of the Board and the minutes of the meetings of the Board in a book or books to be kept for that purpose. The Secretary shall see that required notices of meetings of the Board are given and that all records and reports are properly kept and filed by the Corporation. The Secretary shall be the custodian of the seal of the Corporation and shall see that it is affixed to all documents to be executed on behalf of the Corporation under its seal. In general, the Secretary shall perform all duties incident to the office of Secretary and such other duties as may be assigned by the Board or the President.

Section 8.9 Assistant Secretaries.

In the absence or disability of the Secretary or when so directed by the Secretary, any Assistant Secretary may perform all the duties of the Secretary, and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the Secretary. Each Assistant Secretary shall perform such other duties as may be assigned by the Board, the President, or the Secretary.

Section 8.10 The Treasurer.

The Treasurer shall be responsible for corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation. The Treasurer shall have full authority to receive and give receipts for all money due and payable to the Corporation, and to endorse checks, drafts, and warrants in its name and on its behalf and to give full discharge for the same. The Treasurer shall deposit all funds of the Corporation, except such as may be required for current use, in such banks or other places of deposit as the Board may designate. In general, the Treasurer shall perform all duties incident to the office of Treasurer and such other duties as may be assigned by the Board or the President.

Section 8.11 Assistant Treasurers.

In the absence or disability of the Treasurer or when so directed by the Treasurer, any Assistant Treasurer may perform all the duties of the Treasurer, and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the Treasurer. Each Assistant

Treasurer shall perform such other duties as may be assigned by the Board, the President, or the Treasurer.

Section 8.12 Compensation of Officers.

The compensation of all officers shall be reasonable and fixed by the Board or any committee or officer authorized by the Board. No officer shall be precluded from receiving such compensation by reason of the fact that he or she is also a Trustee of the Corporation.

ARTICLE 9 - NOTICE

Section 9.1 Written Notice.

Whenever written notice is required to be given to any person, it may be given to the person, either personally or by sending a copy by first class or express mail, postage prepaid, courier service, charges prepaid, or by facsimile transmission, to his or her address (or to his or her facsimile number) appearing on the books of the Corporation or, in the case of Trustees, supplied by him or her to the Corporation for the purpose of notice. If the notice is sent by mail or courier service, it shall be deemed to have been given when deposited in the United States mail or with a courier service for delivery to that person and if the notice is by facsimile, it shall be deemed to have been given when receipt has been confirmed. A notice of meeting shall specify the place, day and hour of the meeting and any other information required by the Act. Except as otherwise provided by the Act or these Bylaws, when a meeting is adjourned, it shall not be necessary to give any notice of the adjourned meeting, or of the business to be transacted at an adjourned meeting, other than by announcement at the meeting at which such adjournment is taken.

Section 9.2 Waiver by Writing.

Whenever any written notice is required to be given, a waiver in writing, signed by the person or persons entitled to the notice, whether before or after the time stated, shall be deemed equivalent to the giving of the notice. Neither the business to be transacted at, nor the purpose of, a meeting need be specified in the waiver of notice of the meeting.

Section 9.3 Waiver by Attendance.

Attendance of a person at any meeting shall constitute a waiver of notice of the meeting except where a person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting was not lawfully called or convened.

ARTICLE 10 - CONFLICTS OF INTEREST

Section 10.1 Interested Trustees.

No contract or other transaction between the Corporation and one or more of its Trustees or between the Corporation and any other corporation, firm, corporate business entity, or association of any type or kind in which one or more of its Trustees are trustees or directors or

are otherwise interested, shall be void or voidable solely by reason of the common trusteeship or interest, or solely because the Trustee is present at the meeting of the Board or a committee thereof which authorizes, approves, or ratifies the contract or transaction, or solely because the Trustee's vote is counted for that purpose, if the contract or other transaction is fair and reasonable as to the Corporation at the time it is authorized, approved, or ratified and the fact of the common trusteeship or interest is disclosed or known to the Board or committee and the Board or committee authorizes, approves, or ratifies the contract or transaction by unanimous written consent, provided at least one Trustee so consenting is disinterested, or by affirmative vote of a majority of the disinterested Trustees, even though the disinterested Trustees be less than a quorum.

Common or interested Trustees may be counted in determining the presence of a quorum at a meeting of the Board or committee which authorizes, approves, or ratifies the contract or transaction.

ARTICLE 11 - INDEMNIFICATION; INSURANCE; NONASSESSABILITY

Section 11.1 Indemnification.

The Corporation shall indemnify, to the extent permitted by Section 15A:3-4 of the Act and to the extent otherwise permitted by law, any person and such person's heirs, executors, administrators and legal representatives, who was or is made or threatened to be made a party to any threatened, pending or completed action, suit, or proceeding (whether civil, criminal, administrative or investigative) by reason of the fact that (a) such person serves or served as a Trustee or officer of the Corporation; (b) such person serves or served on any formally constituted advisory body or voluntary committee of the Corporation; or (c) such person serves or served at the request of the Corporation as a trustee, member, officer, director, shareholder, employee, or agent of any other corporation, partnership, joint venture, trust, association, or any other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit, or proceeding. The foregoing indemnification shall apply only if the person acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal proceeding, had no reasonable cause to believe that the conduct was unlawful.

Notwithstanding the foregoing provisions of this Article, the indemnification provided to any person described above shall be only in excess of any valid and collectible insurance or other source of indemnification available for the benefit of such person, including any benefit available under any insurance or self-insurance plan of the Corporation, and no rights of subrogation are intended to be created hereby. Moreover, no indemnification shall be made under this Article or otherwise to or on behalf of a person if:

- (a) A judgment or other final adjudication adverse to the person establishes that his or her acts or omissions (i) were in breach of his or her duty of loyalty to the Corporation, (ii) were not in good faith or involved a knowing violation of law, or (iii) resulted in receipt by the person of an improper personal benefit; or

- (b) The Board determines that under the circumstances indemnification would constitute an excess benefit transaction under section 4958 of the Internal Revenue Code of 1986 (or the corresponding section of any future federal tax code).

Section 11.2 Insurance.

The Corporation may purchase and maintain insurance on behalf of any person who is or was a Trustee or officer of the Corporation or is or was serving at the request of the Corporation as a trustee, director or officer of another corporation, partnership, joint venture, trust, association, or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against that liability under the Act, the Certificate of Incorporation, or these Bylaws. The Corporation's payment of premiums with respect to such insurance coverage shall be provided primarily for the benefit of the Corporation. To the extent that such insurance coverage provides a benefit to the insured person, the Corporation's payment of premiums with respect to such insurance shall be provided in exchange for the services rendered by the insured person and in a manner so as not to constitute an excess benefit transaction under section 4958 of the Internal Revenue Code of 1986, (or the corresponding section of any future federal tax code).

Section 11.3 Nonassessibility.

The private property of the Trustees and the officers of the Corporation shall be nonassessable and shall not be subject to the payment of any corporate debts, nor shall the Trustees or the officers of the Corporation become individually liable or responsible for any debts or liabilities of the Corporation.

ARTICLE 12 - CORPORATE RECORDS

Section 12.1 Corporate Records.

The Corporation shall keep (a) an original or a duplicate record of the proceedings of the Board, (b) the original or a copy of its Bylaws, including all amendments thereto to date, and (c) appropriate, complete, and accurate books or records of account, at its registered office or at its principal place of business.

ARTICLE 13 - AMENDMENTS

Section 13.1 Amendments.

Except for Section 7.5 above, the Bylaws of the Corporation may be amended by a majority vote of the Board. A vote of at least fifty-one percent (51%) of the Board is needed to amend Section 7.5.

EXHIBIT C

BOARD OF TRUSTEES RESOLUTION

KIPP: Cooper Norcross, A New Jersey Non-profit Corporation

Resolution

Pursuant to Section 15A:2-9 of the New Jersey Non-profit Corporation Act

The undersigned, being all of the Trustees of KIPP: Cooper Norcross, a New Jersey Non-Profit Corporation (the "Corporation"), hereby adopt the following resolutions:

WHEREAS, the Trustees of the Corporation are desirous of taking the actions hereinafter set forth; and

WHEREAS, the Corporation wishes to enter into certain transactions (the "Transactions") for the purpose of constructing and equipping an approximately 112,000 square foot pre-kindergarten through eighth grade "renaissance school" building to include classrooms, administrative offices, a nurse's office, a gymnasium, a music room, a cafeteria, a warming kitchen storage rooms, maintenance rooms and mechanical rooms to be known as the "KIPP: Cooper Norcross Academy" to be located in the City of Camden, County of Camden and State of New Jersey (collectively, the "Project"); and

WHEREAS, pursuant to the Transactions, the Corporation will either directly or indirectly be the recipient and beneficiary of certain loans which will allow completion of the Project including, without limitation, that certain loan from the New Jersey Economic Development Authority to the Corporation, that certain loan from COOPER LANNING SQUARE RENAISSANCE SCHOOL FACILITIES, INC., a New Jersey non-profit corporation ("Facilities Corp.") to the Corporation, that certain loan from Goldman Sachs Bank USA, a New York State chartered bank, and its successors and assigns to Facilities Corp., those certain loans from one or more subordinate lenders to Facilities Corp., and certain other unsecured and/or subordinate loans to Facilities Corp., or the Corporation and such other financing arrangements required to consummate the Transactions and effectuate the Project (collectively, the "Loans") ; and

WHEREAS, the Trustees of the Corporation have determined that it is in the best interests of the Corporation to enter into the Transactions, deliver such documents as necessary in order to effectuate the Transactions, and directly or indirectly, as applicable, enter into the Loans to cause the Project to be completed.

NOW THEREFORE, it is hereby:

RESOLVED, that the Corporation is hereby authorized and directed to enter into and/or cause such actions to allow the entering into the Loans and the Transactions; and

RESOLVED, that Tim Carden, as President of the Corporation, is authorized to execute and deliver on behalf of the Corporation, in his capacity as President of the Corporation, any and all documents or instruments that such President may deem necessary or advisable in order to bind the Corporation under the Transactions and Loans including, without limitation, the entering into and delivery of all such documents with Facilities Corp. necessary to effectuate the Project and the Transactions contemplated, the delivery of that certain Unconditional Guaranty; that certain Subleasehold Mortgage; that certain Assignment of Contracts and Permits; that certain UCC Security Agreement; that certain Ground Sub-Lease Agreement (for an initial term of 10 years, subject to renewal

rights, and, as rent, \$4,000,000 plus the aggregate amount sufficient to pay all monthly debt service and other charges and obligations on the Loans not otherwise paid or satisfied from other sources, if any) which Ground Sub-Lease Agreement is subject to that certain Ground Lease dated December 3, 2013 for a term of 99 years and ground rent of \$1.00 (hereinafter, together with such other documents necessary to effectuate the Transactions, whether or not specifically referenced herein, the "Transaction Documents") and to consummate the Transactions contemplated herein, and to execute and deliver such other documents and take such other actions as such President may deem necessary or advisable in connection therewith, the taking of any such actions to be conclusive evidence of the approval thereof and the authority of such President to so act; and

RESOLVED, that the Corporation is hereby authorized to perform its obligations under the Transaction Documents and the execution by the President of the Transaction Documents shall bind the Corporation to the terms and conditions thereof; and

RESOLVED, that the parties to the Transaction Documents shall be entitled to act in reliance upon the matters herein contained without further inquiry; and

RESOLVED, that any actions taken by the President in furtherance of the foregoing resolutions are hereby ratified and approved; and

RESOLVED, that this Consent may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same; and

BE IT FURTHER RESOLVED, that this Resolution be filed with the Secretary of the Corporation.

KIPP: Cooper Norcross, A New Jersey Non-profit Corporation



Tim, Carden, Trustee and President

Rahul Goyal, Trustee and Treasurer

Kathleen Nugent, Trustee and Secretary

Susan Bass Levin, Trustee Vice President

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Tim, Carden, Trustee and President

Rahul Goyal, Trustee and Treasurer

Kathleen Nugent, Trustee and Secretary


Susan Bass Levin, Trustee Vice President

CERTIFICATION

IN WITNESS WHEREOF, I hereby certify as Secretary of the above-named Corporation, that the foregoing is a true and correct copy of the Resolution adopted by the Board of Trustees of the above-named Corporation at a meeting duly called and held at _____ on the _____ day of July, 2014, that said meeting was held in accordance with New Jersey law and the Bylaws of the above-named Corporation, that such Resolution is duly filed in the minute book of the above named Corporation; that the Officers named herein have been duly elected or appointed to, and are the present incumbents of, the respective offices set after their respective names; and that the signatures set opposite their respective names are their true and genuine signatures and have hereunto affixed the corporate seal of the above-named Corporation this _____ day of July, 2014.


Kathleen Nugent, Secretary