

**CHAPTER 31
RENAISSANCE SCHOOLS**

Authority

N.J.S.A. 18A:36C-1 et seq., specifically 18A:36C-13.

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R.2014 d.020, effective December 19, 2013.
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SUBCHAPTER 1. PURPOSE AND DEFINITIONS

6A:31-1.1 Purpose

The rules in this chapter are promulgated pursuant to N.J.S.A. 18A:36C-13 and govern the creation and operation

of renaissance school projects under the Urban Hope Act, N.J.S.A. 18A:36C-1 et seq.

6A:31-1.2 Definitions

The following words and terms, as used in this chapter, shall have the following meanings, unless the context clearly indicates otherwise:

“Comprehensive school facilities plan” means a comprehensive plan showing the renaissance school district’s educational specification(s), preliminary facility budget, and design and construction plans as defined in N.J.A.C. 6A:26, Educational Facilities.

“Contract” means an agreement between the nonprofit and school district that has been submitted to the Department and approved by the Commissioner to enable a renaissance school pursuant to N.J.S.A. 18A:36C-6.

“District contingency plan” means an agreement between the school district and the nonprofit(s) determining how students enrolled in the renaissance school will be educated if the renaissance school is unable to open as determined during the preparedness assessments.

“Initial recruitment period” means the period during which there are the first outreach efforts by a renaissance school to the community for the application, random selection process (if applicable), and enrollment of students for the next school year.

“Long-term financial plan” means a nonprofit entity’s continuing plan for funding the daily operation of a renaissance school, including the disposition of the per pupil expenditure paid to the renaissance school pursuant to N.J.S.A. 18A:36C-7.e.

“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.

“Non-instructional personnel” means prospective or current employees serving or seeking to serve in positions that do not require instructional or administrative certificates or endorsements, as defined in N.J.A.C. 6A:9B, State Board of Examiners and Certification.

“Nonprofit entity” means a nonprofit educational organization that is either applying to establish or is currently operating a public school in a renaissance school district.

“Preparedness assessment” means a Department assessment that gauges readiness for school opening.

“Record of success” means a track record of success that can be derived from either the nonprofit entity demonstrating success in operating a school in a high-risk, low-income

urban school district, or the nonprofit proposer partnering with an entity to staff, operate, or manage the renaissance school, and that entity has a successful track record in operating a school in a high-risk, low-income urban school district.

“Renaissance school” means a “renaissance school project.”

“Renaissance school district” is a failing school district in which renaissance school projects may be established. The renaissance school districts are determined using data from the Statewide assessment reports issued by the Department under the following circumstances:

1. A school district located in a city of the first class in which at least 40 percent of students scored in the partially proficient range in language arts and mathematics sections of each State assessment administered in the 2009-2010 school year; and
2. A school district located in a city of the second class in which at least 45 percent of students scored in the partially proficient range in language arts and mathematics sections of each State assessment administered in the 2009-2010 school year.

“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.

“Renaissance school rate” refers to the amount that the renaissance school district must pay to the nonprofit entity as required by N.J.S.A. 18A:36C-7.e. This amount shall be distributed in 12 equal monthly installments in an amount per pupil equal to 95 percent of the district’s per pupil expenditure. In addition, 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 school project, and, if applicable, 100 percent of preschool education aid. The district shall also pay directly to the renaissance school any Federal funds and adjustment aid attributable to the student.

“School district” means the board of education of a renaissance school.

“Short-term financing plan” means a nonprofit entity’s immediate plan for funding or financing the construction of school facilities that will house a renaissance school as well as any necessary acquisitions of land.

“Years of experience” means quantifiable experience that can be derived from either the nonprofit entity having relevant experience in operating a school in a high-risk, low-income urban school district, or the nonprofit proposer part-

nering with another entity to staff, operate, or manage the renaissance school, and that entity has experience in operating a school in a high-risk, low-income urban school district.

Administrative change.
See: 46 N.J.R. 1743(a).

SUBCHAPTER 2. REQUESTS FOR PROPOSALS

6A:31-2.1 Renaissance school district’s responsibilities and authority

(a) The school district shall prepare a request for proposals for attracting nonprofit organizations to partner in building a renaissance school and a proposed scoring rubric for assessing and selecting a nonprofit entity to partner with. Both the request for proposal and the proposed scoring rubric need to be approved by the Commissioner before being issued.

(b) The school district shall assign the following weights to a nonprofit entity’s respective qualifications:

1. The following factors shall comprise at least 70 percent of the school district’s decision-making process:
 - i. A nonprofit entity’s years of experience in school improvement;
 - ii. A nonprofit entity’s record of success in engendering student growth and improving the academic performance of at-risk, English language learner, and special education students; and
 - iii. Evidence of a nonprofit entity’s financial stability.
2. Any other factors not prohibited from consideration under (c) below may comprise no more than 30 percent of the school district’s decision-making process.

(c) The school district’s request for proposals shall not be unduly restrictive of competition, which shall mean that the school district shall not require that a nonprofit entity:

1. Exceed State academic performance standards;
2. Exceed minimum State facilities standards in accordance with N.J.A.C. 6A:26, Educational Facilities, and 6A:26A, Comprehensive Maintenance Plans;
3. Possess more than three years of experience providing educational services;
4. Employ senior internal management or administrative staff with more than three years of relevant experience;
5. Employ non-senior internal management or administrative staff with more than three years of relevant experience;
6. Impose experience requirements for the employment of renaissance school administrative or instructional staff

in excess of State licensure standards in accordance with N.J.A.C. 6A:9B;

7. Conform the proposed location of the renaissance school to a geographic location within the school district that is smaller than a pre-existing attendance area; or

8. Submit a proposal for a specialized school that is not in accordance with the school district's current approved New Jersey Quality Single Accountability Continuum (NJQSAC) District Improvement Plan pursuant to N.J.A.C. 6A:30-1.2, unless the school district has obtained prior authorization of the Commissioner.

(d) The school district shall abide by the following time-lines, unless otherwise authorized by the Commissioner:

1. The school district's request for proposals shall require interested nonprofit entities to respond within seven weeks of the request's release or within 60 days of issuance of this chapter.

2. The school district shall accept or reject all proposals within four weeks of the proposal submission deadline.

Administrative change.
See: 46 N.J.R. 1743(a).

SUBCHAPTER 3. APPLICATIONS TO THE COMMISSIONER; APPROVAL OF CONTRACTS

6A:31-3.1 Applications and proposed agreements to the Commissioner

(a) The school district and the nonprofit entity selected through the district's request for proposals shall separately submit an application to the Department in the Commissioner-prescribed format.

(b) Within 10 days of accepting the nonprofit entity's proposal, the district shall submit a district board of education resolution adopted in support of the renaissance school project to the Department that includes:

1. Documentation of the school district's amendment to its long-range facilities plan, pursuant to N.J.S.A. 18A:7G-4, reflecting plans to construct the proposed renaissance school;

2. The method by which all Federal funds will be distributed in the renaissance school district, which shall ensure that the school receives no less than the school district's average per pupil allotment for eligible students if the school is qualified to receive Federal funds;

3. The school district's request for proposals, all proposals received in response, and a detailed description of the school district's selection process showing how all applicants scored in comparison to each other, including the criteria set forth at N.J.A.C. 6A:31-2.1(b); and

4. In the case of a school district under full or partial State intervention with an advisory board of education, the application shall contain evidence that the State district superintendent or superintendent, as applicable, convened at least three public meetings to discuss the merits of the renaissance school project. The evidence shall include, at a minimum, written public comments received during the meetings. In the case of State-intervention school districts, the application shall contain a resolution from the advisory board of education reflecting the board's approval or disapproval of the renaissance school project. While a successful application does not require approval from the advisory board of education, the Commissioner, in considering the application, shall give due consideration to any disapproval from the advisory board.

(c) Within 10 days of the school district's acceptance of the nonprofit entity's proposal, the nonprofit entity shall submit a description of the following to the Commissioner as each relates to the renaissance school:

1. Educational program, including, but not limited to:
 - i. The school name;
 - ii. The mission;
 - iii. Goals and objectives;
 - iv. An assessment plan, including, but not limited to:
 - (1) Assurances that the renaissance school will participate in all required Statewide assessments;
 - (2) Plans for using assessment data to improve student outcomes;
 - (3) School-developed performance targets congruent with mission-specific goals and objectives; and
 - (4) Non-mandated assessments used to evaluate student achievement of performance targets; and
 - v. Support for at-risk populations;
2. A governance and organizational plan, including, but not limited to:
 - i. The preliminary staff recruitment and management plan, which shall:
 - (1) Specify the number of staff to be employed; and
 - (2) Identify organizations to which the nonprofit entity will delegate the staffing or management of non-instructional personnel; and
 - ii. The plan for community and parent involvement;
3. The proposed address and a description of proposed facility;
4. Schematic plans, pursuant to N.J.A.C. 6A:26-5.3, for the prospective renaissance school's proposed facilities;

5. Preliminary admissions policies, which shall comply with N.J.S.A. 18A:36C-8 and include:

- i. The school's attendance area;
- ii. The age- or grade-range of eligible students;
- iii. The total number of students to be enrolled in each grade; and
- iv. The school's post-enrollment policies, which shall require the school to retain an admitted student until graduation, expulsion, or the student's voluntary withdrawal from the school;

6. A budget covering projected sources of revenue and planned expenditures for the first year of operation. The budget shall include all anticipated start-up costs and revenues from the approval date of the renaissance school through the beginning of the fiscal year. The estimated cost and anticipated source of funding for facilities shall also be included in the budget summary as well as provisions for auditing as required by N.J.S.A. 18A:23-1;

7. The curriculum;

8. A long-term financial plan, which shall include provisions for an annual audit of the school's accounts and financial transactions, pursuant to N.J.S.A. 18A:23-1;

9. The calendar and school day schedule;

10. Plans to offer any after-hours community services, such as instruction in English as a second language, literacy courses, or technology training;

11. Information concerning the nonprofit entity's corporate governance, including articles of incorporation, bylaws, and a list of board members and officers;

12. Bylaws, which shall include provisions for incorporating community input in the school's governance decisions; and

13. Any applications for equivalencies or waivers to public school rules from which the prospective renaissance school seeks exemption, submitted pursuant to N.J.A.C. 6A:5, Regulatory Equivalency and Waiver.

(d) Within 60 days of the school district's acceptance of the nonprofit entity's proposal, the nonprofit entity shall submit to the Department:

1. The nonprofit entity's short-term financing plan for the prospective renaissance school, including documentation concerning the costs, timetable, funds available, and terms of financing for:

- i. Any necessary acquisitions of land;
- ii. Construction of school facilities; and
- iii. Acquisition of furniture, equipment, and fixtures;

2. A comprehensive school facilities plan documenting compliance with all relevant aspects of N.J.A.C. 6A:26, including documentation certifying the prospective renaissance school's compliance with all State school facilities standards, including all facilities efficiency standards; and

3. A detailed schedule for constructing the facility and opening the renaissance school on time.

(e) Following the initial review of the application pursuant to (a), (b), or (c) above, the Department may request subsequent information from the renaissance school district or the renaissance school as addenda to the application.

(f) Following any addenda and review of the application and addenda, the Commissioner will make a decision regarding the application. The Commissioner will notify the nonprofit and school district of this decision. This decision may be appealed pursuant to N.J.S.A. 18A:6-9.1.

(g) Within 10 days of the Commissioner's approval of the school district and nonprofit entity's application, the school district and nonprofit entity shall submit a preliminary agreement that, upon Commissioner review, shall become the contract required pursuant to N.J.S.A. 18A:36C-6. The preliminary agreement shall contain, at a minimum:

1. A clause prohibiting a renaissance school district from terminating the contract without prior approval from the Commissioner;

2. A detailed description of the lottery process consistent with N.J.A.C. 6A:31-4;

3. A detailed description of the renaissance school district's process for informing parents or guardians to their right to opt out of a renaissance school if they decide not to enroll the student in the renaissance school. This will also include instructions on how students can enroll into another school in the renaissance school district if they choose;

4. A district contingency plan stipulating specifically the date that will trigger the contingency plan;

5. A clause stating that "unless otherwise provided in P.L. 2011, c. 176, a renaissance school shall be governed by all laws and rules applicable to other public schools";

6. A statement of incorporation of all terms of the approved application;

7. A clause requiring that any amendment to the contract, including any contingency plans, need to be approved by the Commissioner; and

8. Any additional clauses deemed necessary by the Commissioner for a specific preliminary agreement.

(h) In years subsequent to the initial approval of the application, the school district and nonprofit can seek approval for an amendment of the approved application to allow for an increase in students and/or add additional grade levels. A district and nonprofit shall submit updates to (c)3 through

13 and (d)1 through 3 above along with a revised proposed contract detailing the modifications from the original contract for the Commissioner's review. The Commissioner will issue a decision approving or denying the requested changes.

(i) Following the review of the agreement, the Commissioner will make a decision regarding the agreement. The Commissioner will notify the renaissance school and renaissance school district of this decision. This decision may be appealed pursuant to N.J.S.A. 18A:6-9.1.

6A:31-3.2 Final agreement of contract

(a) Following the Commissioner's approval of the agreement, the school district and nonprofit entity shall enter into a contract for a term of 10 years.

(b) If either party requests an amendment to the contract 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 for approval.

(c) Contract amendments shall not become effective without prior Commissioner approval.

6A:31-3.3 Preparedness assessment(s)

(a) Prior to the renaissance school opening to serve students in its first year, the Department will conduct no fewer than two preparedness assessments on dates to be scheduled by the Department with the nonprofit.

1. Fifteen days prior to any preparedness assessment, the nonprofit entity shall provide the Department documentation showing the status of the construction schedule submitted pursuant to schedule N.J.A.C. 6A:31-3.1(c)3.

2. After the initial preparedness assessment, the Department may require the nonprofit entity to submit a monthly action plan detailing the progress of the renaissance school project and/or direct the renaissance school to contract with a third-party assessor to provide an estimate on a date of completeness of the school construction project.

3. At any time after the initial preparedness assessment, Department may direct the renaissance school district to implement the district contingency plan if the Department determines that the renaissance school will not be completed by the beginning of the school year.

4. The Department will conduct a final preparedness assessment with the renaissance school by the July 15 prior to the scheduled opening of the renaissance school. The visit shall include a review of the program, facility and fiscal documentation, and interviews with key personnel.

SUBCHAPTER 4. STUDENT RECRUITMENT AND ENROLLMENT

6A:31-4.1 Enrollment process for renaissance schools built on land owned by the New Jersey Schools Development Authority or the renaissance school district

(a) This section sets forth the enrollment process for renaissance schools built on land owned by the New Jersey Schools Development Authority or the renaissance school district.

(b) Students residing in the attendance area established by the renaissance school district for that property shall be automatically enrolled in the renaissance school.

(c) The parent or guardian of the student may determine not to enroll the student in the renaissance school project, and in that case the student shall be eligible for enrollment in another school in the renaissance school district.

(d) If spaces remain available in the renaissance school, students shall be selected for the remaining spaces through a lottery system.

(e) The first lottery shall include students who attend a public school in the renaissance school district but reside outside the attendance area of the renaissance school.

(f) If space remains available, a second lottery shall be conducted that may include students who reside outside of the renaissance school district.

(g) The lottery(ies) shall be coordinated and administered by the renaissance school. The renaissance school is responsible for communicating the decision to applicants.

6A:31-4.2 Enrollment process for renaissance schools not built on land owned by the New Jersey Schools Development Authority or the renaissance school district

(a) This section sets forth the enrollment process for renaissance schools not built on land owned by the New Jersey Schools Development Authority or the renaissance school district.

(b) Preference for enrollment in the renaissance school project shall be given to students who reside in the attendance area identified in the application submitted by the nonprofit entity and approved by the Commissioner for the renaissance school project. In the event that there are more students in this attendance area than there are seats in the renaissance school, the renaissance school shall determine enrollment by a lottery for students residing in the attendance area.

(c) In no case may an attendance area include an area outside of the renaissance school district.

(d) After any required lottery pursuant to (b) above, the renaissance school may select students for the remaining spaces through the lottery system.

(e) The lottery(ies) shall be coordinated and administered by the renaissance school. The renaissance school is responsible for communicating the decision to applicants.

6A:31-4.3 Initial recruitment period

(a) No later than February 15, a renaissance school shall submit to the Commissioner the number of students by grade level, from each school district selected for enrollment during its initial recruitment period for the following school year.

(b) The number of students by grade level from each school district selected for enrollment during the initial recruitment period of a renaissance school will be used to establish a per-pupil amount for the specific grade level at the renaissance school rate.

(c) A renaissance school may conduct subsequent recruitment and enrollment periods if vacancies remain in its enrollment after the initial recruitment period.

6A:31-4.4 Waiting list

(a) A renaissance school shall maintain waiting lists for admission of grade-eligible students from the renaissance school district in the school's attendance area, renaissance school district students not in the attendance area, and students who reside outside of the renaissance school district. A renaissance school must maintain the waiting list through the end of the school year.

(b) During the initial recruitment period, a renaissance school shall notify parents of students not selected for enrollment that their children's names remain on the waiting list for enrollment only for the subsequent school year.

SUBCHAPTER 5. CONTRACT RENEWAL AND TERMINATION

6A:31-5.1 Commissioner's periodic review

(a) During the 10-year term of the contract entered into under N.J.A.C. 6A:31-3.2, the Commissioner shall conduct, at a minimum, a biennial review of a renaissance school, to ensure that there has been no breach of contract and the school is meeting academic performance targets.

(b) No later than August 1 of each year, the renaissance school shall submit to the Commissioner and the renaissance school district an annual report on a form prescribed by the

Commissioner. The report must include, but is not limited to, evidence of the following:

1. The achievement of the school's mission, goals and objectives from its application to the State;
2. Curriculum that is compliant with the New Jersey Core Curriculum Content Standards;
3. Statewide assessment program results and local assessment results of students;
4. Parental and community involvement in the school;
5. A calendar for the upcoming school year;
6. Documentation of the lead person, teachers and professional support staff of the school which identifies any changes in organizational structure, governing board, or personnel;
7. Any changes in the financing of the school facility; and
8. Documentation sharing any significant structural changes to facilities before the upcoming school year and a timeline for implementing those changes.

(c) The school district or State district superintendent(s) of the renaissance school district may submit comments regarding the annual report of the renaissance school to the Commissioner by October 1.

6A:31-5.2 Early contract termination

(a) Upon finding that a renaissance school is not operating in compliance with its contract, and/or applicable statutes or rules, the Commissioner may place a renaissance school on probationary status for a period of time he or she determines to allow the implementation of a remedial plan. Upon good cause, the Commissioner may extend the probationary period.

(b) Following review by the Department, the Commissioner may terminate the contract for failure of the remedial plan to correct the conditions that caused the probationary status.

6A:31-5.3 Petitions to the Commissioner

A renaissance school district or nonprofit entity may file, pursuant to N.J.A.C. 6A:3-1.4, a petition regarding any disputes arising out of the contract.

6A:31-5.4 Contract renewal

(a) Every 10 years, the Commissioner shall conduct a comprehensive review of the renaissance school's performance prior to granting renewal of the contract.

(b) Upon successful completion of the comprehensive review, the renaissance school project shall renew for a period of five years.