The regular meeting of the Creativity CoLaboratory Charter School Board of Trustees, County of Salem, State of New Jersey, was held at 457 Shirley Road, Elmer on July 11, 2019 at 8:00 am.

The pledge to the flag was led by Walter Kappeler.

Members present: Mr. Walter Kappeler, Mr. Daniel Rowan, Ms. Lorraine Hill, Mr. Robert Cimprich, Ms. Claire Riggs (out at 9:20am).

Members absent: None

Also present: Ms. Cori Solomon, Dr. Joseph Conway, Ms. Lori Vilary, Mr. Frank Baratta, Ms. Heather Yelle

The meeting opened at 8:10 am at which time the following was stated: “The New Jersey Open Public Meetings Law was enacted to ensure the rights of the public to have advance notice of and to attend the meetings of the public bodies at which any business affecting their interest is discussed or acted upon. In accordance with the provisions of this Act, the Creativity CoLaboratory Charter School has caused notice of this meeting to be published by having the date, time, and place thereof posted on the office door of the Creativity CoLaboratory Charter School and in the Elmer Times and the South Jersey Times publications.

Motion by Mr. Cimprich and seconded by Ms. Hill that the Board of Trustees approve the regular minutes of June 11, 2019 with a clarification that there was a typographical error regarding the pay scale for teachers. That the language stating ¾ be revised to read ½ as agreed at the previous meeting.
Unanimously approved.

Motion by Ms. Riggs and seconded by Ms. Hill that the Board of Trustees approve the revised Principal/School Director contract. (See pages 202-209)
Ayes - (5)
Noes - (0)
Abstained - (0)

Motion by Ms. Hill and seconded by Ms. Riggs that the Board of Trustees approve the purchase of software to conduct the Math/Map testing. (See page 210).
Unanimously approved.

Motion by Ms. Hill and seconded by Ms. Riggs that the Board of Trustees approve the purchase of the Real Time Database software. (See pages 211-224).
Unanimously approved with administrative discretion.

Motion by Mr. Cimprich and seconded by Mr. Rowan that the Board of Trustees approve the filing of an Emergency Aid Application.
Unanimously approved.
Motion by Ms. Riggs and seconded by Mr. Rowan that the Board of Trustees approve the filing of a loan application with NJ Community Capital for $100,000. (See pages 225-226). Unanimously approved.

Prior Month Follow-Up:
Motion by Ms. Hill and seconded by Mr. Cimprich to move forward with the Green Digital contract. (See pages 227-228)
Ayes - (5)
Noes - (0)
Abstained - (0)

Motion made by Mr. Cimprich and seconded by Mr. Rowan to approve AM Skier Insurance as the insurance vendor. The D & O Insurance would start July 15th and would include the school’s business administrator as an insured. The general liability policy would start when the teachers start. Unanimously approved.

Motion by Ms. Hill and seconded by Mr. Rowan to approve the $20,000 advance from the Camden Charter School Network. Unanimously approved. (See pages 229)

RECESS INTO EXECUTIVE SESSION
Motion made by Ms. Hill seconded by Mr. Rowan to forego the executive session for the current meeting. Unanimously approved.

RESUMPTION OF PUBLIC PORTION OF THE MEETING
There was a question about the placement of flags in the classrooms. It was requested that next month’s agenda include a section for the “Network Report”. This is a report given by Dr. Conway or his appointee. Motion by Ms. Hill and seconded by Mr. Rowan to close the public portion of the meeting. Unanimously approved.

Motion made by Ms. Hill and seconded by Mr. Rowan that the board of trustees adjourn at 10:21am. Unanimously approved.
CREATIVITY COLABORATORY DIRECTOR CONTRACT
By and between
CREATIVITY COLABORATORY BOARD OF TRUSTEES
And
Lori Vilary

1. TERM

This Agreement is made as of July 1, 2019 by and between Creativity CoLaboratory Charter School Board of Trustees with offices located at 437 Shirley Road Elmer NJ 08318 (hereinafter, the “Board”) and Lori Vilary as Director (hereinafter, the “Director”). The Board hereby offers to employ and the Director accepts employment for renewable terms of three years. Any reference to “contract year” in this Agreement shall refer to a period beginning July 1st and ending on June 30th.

Now, therefore, in consideration of the promises and the mutual covenants and agreements contained herein, it is mutually covenanted and agreed by and between the Board and the Director as follows:

2. DIRECTOR RESPONSIBILITIES

The DIRECTOR holds the required certification from the State of New Jersey authorizing him to serve in this capacity. The DIRECTOR shall have general supervision over all aspects of Creativity CoLaboratory Charter School (hereinafter, “C3”), subject to C3’s Board approval as both Director and Principal of the school. This responsibility shall include, but not be limited to, daily oversight of the design, implementation and refinement of school governance, management and operating structures and procedures; annual oversight of the educational program of the school and teacher professional development programs; annual oversight of the assessment measures and resulting programmatic modifications undertaken to increase student success. The Administrator’s professional responsibilities will also include those duties set forth in Board Policy number 1230 which may be modified by the Board from
time to time. (A Copy of Board Policy No. 1230 is attached hereto and incorporated by reference.)

Board members, individually and collectively, will refer to the Director any and all criticisms, complaints, comments and suggestions concerning the operation and management of C3 which are called to their attention. Any such referral shall be discussed by Board members at a regular or specially scheduled Board meeting at which their consensus will be sought to direct the Director to study, recommend and/or take action on such referral. The Director shall have access to the Board's professionals, including its solicitor, in circumstances in which the Director needs professional assistance while carrying out his duties under this Agreement.

The Director shall have a seat on the Board but shall have no vote. The Director shall have the right to attend all Board and Board Committee meetings, and the right to make recommendations to the Board or Board Committee with respect to any proposed action or policy. The parties also agree that the Board shall not hold any discussions regarding the Director's employment unless the Director is: 1) given written notice at least 48 hours in advance; 2) permitted to be present during such discussions; 3) given the opportunity to address the Board; and 4) permitted to have a representative of his choosing speak on his behalf. In addition, the Board shall not hold any discussions with regard to the Director's performance, or that may adversely affect the Director's employment, in public sessions.

3. COMPENSATION
A. Salary. The Board shall pay the Director the base salary sum of ($85,000.00) based on a twelve-month contract year during the period July 1, 2019 through June 30, 2020. The Board shall pay the Director the base salary sum of ($90,000) for the second contract year during the period of July 1, 2020 through June 30th, 2021. The Board shall pay the Director the base salary sum of ($95,000) for the third contract year during the period of July 1, 2021 through June 30, 2022. This salary shall be paid to the Director in accordance with the schedule of salary payments used for other certified employees of C3, which is the 15th day and last day of each month. See Staff Handbook for full schedule and details.

During the term of this Agreement, including any extension thereof, the Director shall not be reduced in compensation, including salary, stipend, and benefits except as outlined in N.J.A.C. 6A: 11-6.1 et seq. Any adjustment in salary or benefits made during this Agreement or any renewal thereof shall be in the form of an amendment and shall become part of this Agreement, but it shall not be deemed that the Board and the Director have entered into a new Agreement.

B. Leaves of Absence. The Board shall provide the following leaves of absence as part of the Director’s compensation:

1. **Vacation**: The Director shall be granted ten (15) vacation days to be taken during the term of this Agreement. If the Director intends to use more than five (5) consecutive days of his vacation at one time, he shall provide advance notification to the Board President and obtain Board approval, which approval will not be unreasonably withheld. The Board, through its administrative office, shall be responsible for maintaining written documentation of the Director’s earned and accrued vacation days. At the end of each contract year, up to five (5) unused vacation days may be accumulated and carried over to the next contract year.
2. **Holidays:** The Director shall be entitled to the following holidays on the dates and dismissal times granted to the Board’s other certified staff: July 4, Labor Day, Columbus Day, Veterans’ Day, Thanksgiving Day and the day after Thanksgiving, Winter recess, New Year’s Day, Spring recess, and Memorial Day.

3. **Sick Leave.** The Director shall be granted twelve (12) days to be used as sick leave per contract year. At the end of each contract year, the unused portion of such leave may be accumulated and carried over to the next contract year.

4. **Personal Leave.** The Director shall be granted three (3) days to be used for personal leave during each contract year. These days are to be used for personal matters which require the Director’s absence during school hours to be used at his discretion. At the end of each contract year, the unused personal leave days shall be converted to sick leave and carried over to the next contract year.

5. **Bereavement Leave.** The Director shall be granted workday leave for bereavement of up to five (5) consecutive work days leave beginning the day after the death of an immediate family member. The term “immediate family” shall include spouse, domestic partner, civil union partner, mother, mother-in-law, father, father-in-law, sister, sister-in-law, brother, brother-in-law, child, grandparent, grandchild, any person for whom the employee is legal guardian, and any other member of the immediate household who is legally related. Employees shall be granted up to two (2) days in the event of a death of an aunt, uncle, niece or nephew.

6. **Critical Leave.** The Director shall be granted up to five (5) days at any one time in the event of critical illness of the Director’s spouse/domestic partner, child, parent, brother, sister, in-law, grandparent, or grandchild. Critical illness is defined as “pertaining to a
crisis in an acute illness leading to deterioration." Hospital placement on a critical list will be considered a critical illness.

7. Emergency Closing. On days when schools are closed because of weather conditions which result in extremely hazardous travel, the Director shall not be required to report to work. The Director shall, to the greatest extent possible, complete any and all work that can be completed electronically as if the Director was present on school grounds. Emergency closing days shall not reduce the number of vacation, sick, or personal days allotted to the Director.

C. Medical Insurance. The Board shall make available, as part of the Director’s compensation, the medical insurance detailed below at either POS or PPO value at the administrator’s discretion. If the Director chooses not to receive medical insurance compensation, an option to receive additional compensation in lieu of is available in accordance with the policy set forth by the Board of Trustees.

1. Major Medical/ Hospitalization with full family coverage

2. Dental Care with full family coverage

D. Job Related Expenses.

1. Mileage Reimbursement. The Board shall reimburse the Director for certain mileage expenses incurred for travel in the performance of his duties under this Agreement at the prevailing IRS rate. Mileage will not be reimbursed for daily commuting, attendance at regular or special Board meetings or other school functions.
6. EVALUATION

The Board shall formally evaluate the performance of the Director in writing at least once during the period July 1 through June 30 of each contract year.

The Director's annual formal evaluation shall be in writing, shall include areas of commendation and recommendation, and shall provide direction as to any aspects of the Director's performance that are in need of improvement. Before final Board action, a copy of the written evaluation shall be provided to the Director and the Board shall meet to discuss the evaluation.

The annual formal evaluation shall be based upon the goals and objectives of the Board, and the responsibilities of the Director as set forth in the attached job description (Attachment 'A'). The evaluation shall include specific recommendations for improvement in all instances where the Board deems performance to be unsatisfactory. The Director shall have the right to respond in writing to any evaluation. This response shall become a permanent record in the Director's personnel file upon the Director's request.

7. NOTICE OF CONTRACT RENEWAL. The Director shall be notified in writing of contract renewal and salary status for the ensuing year no later than April 1st.

6. TERMINATION OF EMPLOYMENT CONTRACT

This Agreement may be terminated as follows:

A. In accordance with Board approved rules and provisions, and
B. By mutual agreement of the parties; or
C. By unilateral termination by the Director upon 90 days written notice to the Board; or
D. By notification of 90 days or non-renewal of the contract by the Board.

7. PERSONNEL RECORDS

The Director shall have the right, upon request, to review the contents of his personnel file and to receive copies of any documents contained therein at Board expense. No material derogatory to the Director's conduct, service, character, or personality shall be placed in his personnel file unless he has had and opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Director shall also have the right to submit a written rebuttal or explanation to such material.

8. COMPLETE AGREEMENT

This Agreement embodies the entire agreement between the Board and the Director. No modification of the Agreement shall be valid unless modification is in writing and signed by the Board and the Director.

9. APPLICABLE LAW

This Agreement shall be subject to and governed by the laws of the State of New Jersey.

10. INDEMNIFICATION

The Board shall defend, hold harmless and indemnify the Director from any and all demands, claims, suits, actions and legal proceedings, of any kind brought against the Director in his capacity as agent and/or employee of the Board. The obligation of indemnification includes
all attorney fees, costs and expenses incurred by the indemnitee in defense of any suits, actions, grievances, charges and/or proceedings.

11. SAVING CLAUSE

If, during the term of this Agreement, it is found that a specific provision is contrary to federal or State law, the invalidity or unenforceability of such provision shall not affect the other provisions hereof, and this Agreement shall be construed as if such invalid or unenforceable provisions were omitted.

WHEREAS, a duly authorized officer of the Board has approved the terms and conditions of this Agreement; and,

WHEREAS, the Director has approved the terms and conditions of this Agreement; and

WHEREAS, this Agreement has been approved by a majority vote of the members of the Board at its meeting on May 22, 2019, and has been made a part of the minutes of that meeting; In Witness Whereof, the parties have hereunto set their hands and seals the day and year first above written.

CREATIVITY COLABORATORY BOARD OF TRUSTEES

By ________________________________

Board Member

By ________________________________

5/14/2019

Lori Vilary, Director
Schedule A

Company Address: 121 NW Everett Street
Portland, OR 97209

License Start Date: 07/01/2019
License End Date: 06/30/2020

Prepared By: Brad Banich
Phone: 503-444-6423
Email: Brad.banich@nwea.org

Bill To Name: Creativity CoLaboratory Charter School at Appel Farms
Bill To Address: 457 Shirley Road
Elmer, NJ 08318

Created Date: 08/12/2019
Quote Number: 00013663
Partner ID:

Contact Name: Rebecca Phelan
Phone: (856) 356-2472
Email:

Ship To Name: Creativity CoLaboratory Charter School at Appel Farms
Ship To Address: 457 Shirley Road
Elmer, NJ 08318

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<tr>
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<td>$1,000.00</td>
</tr>
</tbody>
</table>

Quote Subtotal: $2,500.00
Estimated Tax: $0.00
Grand Total: $2,500.00

Terms and Conditions
This Schedule A is subject to NWEA's terms and conditions located at: https://legal.nwea.org. By signing this Schedule A you agree you have read and understood the terms and agree to them.

If this schedule includes virtually delivered professional learning or workshops, then cancellation is subject to the Virtual Workshop Cancellation Policy: at http://legal.nwea.org/supplementalterms.html.

Information about NWEA's collection, use, and disclosure of Student Information can be found here: https://legal.nwea.org/nwea-privacy-and-security-for-pii.html

NWEA's W9 can be found at: https://legal.nwea.org/nwea-w-9.html

Until this Schedule A is signed, the terms identified here are valid for 90 days from the date above. Please confirm the billing address, or specify changes to your account manager.

Signature:

Printed Name: [Signature]

Date: 8/12/19
Title: Director/Principal

Schedule A – Hyperlink MSA
US Partner Sales Quote
121 NW Everett Street, Portland, OR 97209
Tel: 503.624.1951 | Fax: 503.539.7873 | www.nwea.org
Employer ID#: 93-0696108
Page 1 of 1
STUDENT INFORMATION SYSTEM
SERVICES AGREEMENT

THIS STUDENT INFORMATION SYSTEM SERVICES AGREEMENT (hereinafter "Agreement") is entered into on this 15th day of August, 2019 by and between REALTIME INFORMATION TECHNOLOGY, INC. (hereinafter "Services Provider") a New Jersey Corporation with offices at 1000 Washington Street, Toms River, New Jersey 08753 and the Creativity Co-Laboratory Charter School (hereinafter "School District") with principal offices located at 457 Shirley Rd, Elmer, NJ 08318.

WHEREAS, Services Provider possesses a Student Information System with the ability to manage student data; and

WHEREAS, School District is in the need of a Student Information System to maintain the student data of the District; and

WHEREAS, School District desires to contract with Services Provider to provide a Student Information System and train District employees in the use of such system;

NOW, THEREFORE, for and consideration of the mutual covenants and conditions referenced and exchanged herein, the sufficiency and receipt of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. **Definitions.** As used herein, the following capitalized terms shall have the following specified meanings:

   (a) "Agreement" shall mean this Student Information System Services agreement and appropriate modifications and amendments thereto;

   (b) "Student Data" shall mean the individual information inputted by the School District into the Services Provider Student Information System;

   (c) "Student Information System" shall mean a full-featured pre-k through 12th grade system, or specific modules as defined in Exhibit "A" that provides daily student records processing capabilities which are accessible to the School District and its authorized employees through workstations;

   (d) "Confidential Information" shall mean the terms of any prior negotiations regarding this Agreement, all information and data provided by either Party to the other, or acquired or used by either Party pursuant to this Agreement, including each Party’s respective business and proprietary information, including but not limited to, technical or non-technical data, any formula, pattern, compilation, program, device, method, technique, drawing, process, financial data, or actual or potential customers or suppliers, strategic alliances, plans, reports, analyses, studies, models, marketing materials or any other secret or confidential work, knowledge,
know-how, trade secret, or business information of each Party or its respective affiliates. "Confidential information" also includes all mail, records, files, input materials, reports, forms, and other data received, collected, provided to, data processed, used or stored by School District pursuant to this Agreement, including without limitation, non-public personal information, and student data. Confidential information shall not include information available by law to the public and information independently developed by either Party;

(e) "Force Majeure Event" shall mean any act of God, war, civil commotion, terrorist activity, embargoes, strikes, epidemics, fires, cyclones, earthquakes, hurricanes, droughts, floods, labor, or production breakdown or any governmental law, regulation, order, request, instruction or injunction, or any other cause, whether or not similar to the foregoing, or beyond the reasonable control of any party hereto;

2. **Term.** This Agreement shall become effective July 1, 2019 and shall remain in force until such time as the services are terminated. In accordance with State Law, the School District may renew this Agreement with notice to the Services Provider 90 days prior to the expiration of the Term or any renewal Term. Services Provider shall within 30 days of receipt of the School District's renewal notice advise School District of its consent to the renewal of the Agreement, without which the Agreement shall expire. Upon expiration of the Term, any extension thereof, or termination of this Agreement by either party upon 60 days written notice to the other party, School District shall not have access to the Student Information System and Services Provider shall have no further obligation to the School District except the return of student data.

3. **Payment Terms.** School District shall pay the amount as provided in the Fee Schedule attached hereto and made a part hereof as Exhibit "A". The annual fee shall be paid by School District within 30 days of the date of the invoice from the Services Provider. Said invoice shall also include fees for any additional services to be provided during the billing period at the rates provided in Exhibit "A". Any sums remaining unpaid after expiration of said 30 day period shall bear interest at a rate equal to one and one-half percent (1 1/2%) per month until paid in full, or the highest interest rate allowed by law.

4. **Default by School District.** Should School District fail to pay or perform any financial or other obligation hereunder, including the obligation to pay any invoice submitted by Services Provider to School District within the time period mandated hereby, the Services Provider shall have the right (a) to accelerate all unpaid sums due hereunder and initiate collection litigation against School District; (b) to terminate any and all services hereunder and all further obligations of Services Provider to School District hereunder, which termination shall not exclude School District from its obligation to observe other provisions of this Agreement and/or; (c) shall have all of the rights available for Services Provider in either law or equity.
5. **Responsibilities of Services Provider.**

(a) This Agreement shall constitute a license for the School District to use Services Provider's Student Information System during the term of this Agreement.

(b) Services Provider shall provide to School District user training, customer support, on-site visits for planning sessions and assistance in designing security procedures for system data integrity.

(c) Services Provider shall establish and maintain a Disaster Recovery and Restore Program for normal shutdowns and those resulting from a Force Majeure Event. A back-up system will be designed to recover all data, including without limitation, all student data in Services Provider's Student Information System.

(d) Services Provider shall use all student data in strict compliance with instructions provided by the School District. Services Provider shall not alter, modify, or change in any way student data provided by the School District except with prior written authorization by the School District.

(e) Services Provider shall not use the student data or the School District's Confidential Information for any purpose other than fulfilling Services Provider's obligations under this Agreement. All of the student data is and shall remain the exclusive property of the School District.

6. **Responsibilities of School District.**

(a) School District shall provide all necessary data as a comma delimited ASCII or CSV file.

(b) This Agreement shall constitute a non-exclusive, non-transferable limited license to Services Provider to store and maintain student data on its servers for the sole benefit of School District and its authorized employees and agents as provided in this Agreement.

(c) School District hereby authorizes Services Provider to make copies of student data as may be necessary to perform its responsibilities under this Agreement, including back-up copies for its Disaster Recovery Program.

(d) School District agrees to cooperate with Services Provider to ensure that student data in the Student Information System, and all documentation generated for the use of said system, is compliant with all relevant laws and regulations.

(e) School District agrees and recognizes that it is solely responsible for the integrity and accuracy of student data.
(f) School District agrees and recognizes that it is responsible for the security of the Student Information System, and that it shall bear all consequences and damages which result from unauthorized use of, or access to the Student Information System by district employees, students or through compromising security information controlled by the district.

7. **Ownership.** All rights, including property, title, interest and ownership in and to student data, the Student Information Site, and School District's Confidential Information are hereby acknowledged as retained by the School District;

8. **Warranties and Representations of Services Provider.** The Services Provider does hereby warrant, represent, covenant, and agree as follows:

   (a) Services Provider is a duly constituted business entity that possesses the full power and authority to enter into this Agreement and perform its responsibilities hereunder;

   (b) Services Provider has full power and authority to use the Student Information System software as contemplated by this Agreement;

   (c) Services Provider has no knowledge of any claim of infringement for any product, services or software used or provided by Services Provider under this Agreement;

   (d) Services Provider will comply with all applicable federal, state, and local laws in the performance of its obligations under this Agreement;

9. **Warranties and Representations of School District.**

   (a) School District is a duly constituted governmental entity that possesses the full power and authority to enter into this Agreement and perform its financial and other responsibilities hereunder;

   (b) School District has obtained all resolutions, consents and approvals that are required in order for the School District to execute and deliver this Agreement and perform its financial and other obligations hereunder;

   (c) School District has complied with all state laws and regulations relative to the procurement of this Agreement;

   (d) The performance by School District of its financial and other obligations hereunder do not conflict with School District's constituent documents or otherwise conflict with or be in violation of any indenture, loan agreement, covenant, condition, order, agreement or other obligation to which the School District is a party or is otherwise bound;
10. Confidential Information.

(a) Both parties agree not to disclose any Confidential Information as defined by this Agreement.

(b) Both parties will advise and cause its affiliates and employees, administrators, board members, directors, officers, accountants, attorneys, representatives, and agents who have access to Confidential Information not to use or disclose any Confidential Information for any purpose other than for the purposes set forth in this Agreement, and any such use or disclosure shall be in compliance with the restrictions contained within this Agreement.

(c) Each party agrees to use Confidential Information of the other party solely for the purposes of this Agreement and not to disclose such Confidential Information to any third party in any form without the prior written consent of the other party. The limitations set forth in paragraph 11 below shall not apply to disclosure requests required by law, regulation or order of a Court or regulatory agency or other authority having jurisdiction thereof.

(d) In the event that any party hereto becomes legally compelled to disclose any of the Confidential Information or take any action prohibited by this Agreement, the party so legally compelled will provide the other party with notice for the purpose of enabling the other party to seek a protective order or other appropriate remedy, or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained within the time required to provide the Confidential Information, or if no such time period is specified, within 30 calendar days of such written notice to the other party, the party so legally compelled will furnish only that portion of the Confidential Information or take only such action which is, in the opinion of such parties counsel, legally required, and will exercise reasonable efforts to obtain reasonable assurance that confidential treatment will be accorded to any Confidential Information so furnished.

(e) This section shall survive the termination of this Agreement.

11. Limitations on Liability and Indemnification.

(a) School District agrees to defend, at its own expense, and indemnify and hold harmless Services Provider and its agents and employees from and against any claims, suits, damages, and expenses asserted against or incurred by Services Provider arising out of or relating to (a) School District's acts, omissions and/or breach of its obligations hereunder; (b) School District's misuse of data or services provided; (c) use of any services or related products and documentation provided to School District hereunder and; (d) School District's provision of Services Provider's products, system, or service to any third party including without limitation, damages resulting from unauthorized use of, or access to the Student Information System. Notwithstanding any provision to this Agreement, School District shall pay all
damages, settlements, expenses, costs, including costs of investigation, court costs, and reasonable attorney fees and costs incurred by Services Provider as set forth in this paragraph including without limitation reasonable attorney fees and costs incurred in enforcing this Agreement.

(b) Except as specifically set forth in this Agreement and the Agreement Exhibits, Services Provider makes no warranties, express or implied, as to any services, related product or documentation. Services Provider specifically disclaims any and all implied warranties, including without limitation any implied warranties of merchantability, fitness for a particular purpose, or title or non-infringement of third party rights.

(c) Neither party shall be liable to the other for any other indirect, consequential exemplary, special, incidental or punitive damages, including without limitation loss of use or loss of business, revenue, profits or good will arising in connection with this Agreement, the services, system, related products, documentation and/or the intended use thereof, under any theory of tort, contract, warranty, strict liability or negligence, even if the party has been advised, knew or should have known of the possibility of such damages.

(d) Without limitation of the provisions above, the total liability of Services Provider to School District in connection with this Agreement shall be limited to the lesser of (a) direct damages proven by School District or (b) the aggregate amounts paid by School District to Services Provider under this Agreement for the one month period prior to the accrual of such cause of action for the specific product or service which forms the basis of such cause of action. The foregoing limitation applies to all causes of actions and claims, including without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts.

(e) Each party agrees to indemnify and hold harmless the other party and the affiliates, directors, officers, employees, agents and advisors of such other party from and against all damages and losses, costs and expenses incurred as a result of the failure of such party or its representatives to perform its confidentiality obligations as contained in this Agreement;

(f) School District acknowledges and accepts responsibility for the distribution of any and all security measures and releases Services Provider from liability for the misuse or unauthorized release or distribution of privileged and confidential student information.

(g) Services Provider is not liable for misuse of the Student System or any other services rendered and is not liable for incomplete or erroneous data provided by School District or any of its agents.

(h) School District acknowledges and accepts the reasonableness of the foregoing disclaimers and limitations of liability. No cause of action under any theory which accrued more than 1 year prior to the institution of a legal
proceeding alleging such cause of action may be asserted by either party against the other.

12. Public Disclosure. The parties shall not publish or otherwise disclose the terms and conditions of this Agreement or the circumstances relevant to its termination without the written consent of the other party except as required by law or a Court of Competent Jurisdiction.


(a) Services Provider shall restrict access to the Student Information System and student data to only those parties whose access is necessary for the performance of the services contemplated by this Agreement.

(b) Services Provider shall maintain appropriate administrative, technical and procedural safeguards to ensure the security and confidentiality of the student data, to protect against any anticipated threats or hazards to the security or integrity of student data, and to protect against any unauthorized access or use of student data which could result in substantial harm or inconvenience to the School District.

(c) Services Provider shall adhere to all federal and state privacy and protection laws and regulations applicable to the gathering, processing, storing and transmitting of student data.

(d) Services Provider exercises no control over and accepts no responsibility for the content of the student data inputted by School District. Services Provider specifically denies any responsibility for the accuracy or quality of the information inputted into Services Provider's Student Information System. Use of any information obtained from the system is at School District's own risk.

14. Relationship Between the Parties.

(a) Services Provider is an independent contractor and neither Services Provider nor its employees are or shall be deemed for any purpose to be the employees of the School District.

(b) School District shall not be responsible to Services Provider, Services Provider's employees, or any governing body for any payroll taxes related to the performances of services under this Agreement.

(c) Nothing contained herein shall be construed as a joint venture or shall make one party the agent of the other.

15. Notices. All notices, requests or other communications, excluding invoices, hereunder shall be in writing and either transmitted by facsimile, overnight courier, hand delivery or certified mail to the parties at the following addresses or such other addresses as
may be specified by a written notice. Notices will be deemed to have been given when received or if delivered by certified or regular mail, 5 days after posting.

**Service Provider:** Realtime Information Technology, Inc.  
1000 Washington Street  
Toms River, New Jersey 08753  
Attn: Larry Ullman

**School District** Creativity Co-Laboratory Charter School  
457 Shirley Rd  
Elmer, NJ 08318

16. **Affirmative Action:** The parties to this contract agree to incorporate into this contract the mandatory language of section 3.4A of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said section 3.4A provided that said subsection shall be applied subject to the terms of subsection 3.4(c) of said Regulations.

The parties to this contract agree to incorporate into this contract the mandatory language of section 5.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said section 5.3.

The Services Provider shall execute the Affirmative Action Agreement, Exhibit "C" attached hereto, which shall be incorporated herein by reference.

17. **New Jersey Business Registration Requirements:** The purpose of this provision is to incorporate into the Agreement the contractual language required by P.L. 2004, c.57.

The Services Provider shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Services Provider.

Before final payment on the Agreement is made by the School District, the Services Provider shall submit an accurate list and the proof of business registration of each sub-contractor or supplier used in the fulfillment of the Agreement, or shall attest that no subcontractors were used.

For the term of the Agreement, the Services Provider and each of its affiliates and a subcontractor and each of its affiliates [(N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act of all sales on tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.
A business organization that fails to provide a copy of a business registration as required pursuant to Section 1 of P.L. 2001, c.134 (C52:32-44 et al) or Subsection e or f of Section 92 of P.L.1997, c.110 (C5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of $25.00 for each day of violation, not to exceed $50,000.00 for each business registration copy not properly provided under a contract with a contracting agency.

18. **Assignment:** Neither party may assign its obligations under this Agreement without the written consent of the other party except that the Services Provider may assign its rights and obligations under this Agreement to a parent, subsidiary, affiliate or in the event of a reorganization, merger or sale of a business unit or majority stock ownership, without the consent of the School District.

19. **Entire Agreement, Amendment.** This Agreement and Exhibits A, B, and C attached hereto and made a part hereof constitute the entire Agreement by and between the parties hereto and supersedes and replaces all previous understandings and agreements whether written or oral, which may have existed between the parties hereto. This Agreement may only be modified by a subsequent written instrument which shall be executed by both parties hereto, provided that if Services Provider has assigned, hypothecated or granted a security interest in this Agreement to a third party, then this Agreement may only be modified and amended with the express written approval and consent of the parties hereto along with said third party.

20. **Partial Invalidity.** Should any provision of this Agreement be deemed invalid, illegal or unenforceable in any respect, then said provision will be deemed stricken and ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or otherwise affecting the continued enforceability of the remainder of this Agreement.

21. **Further Assurances.** The parties hereto agree to execute all documents and take all further actions which might be reasonably requested by the other party in order to better fulfill or evidence the intentions of the parties hereto.

22. **Miscellaneous Provisions:**

(a) This Agreement shall be construed in accordance with the laws of the State of New Jersey. It is agreed and understood that all disputes arising hereunder shall be adjudicated solely and exclusively in a Court of Competent Jurisdiction located in Ocean County in the State of New Jersey. The parties hereto waive all rights to challenge jurisdiction or to assert any defenses to jurisdiction including the defense of forum nonconveniens. The parties hereto knowingly and intelligently waive their right to a jury trial of any dispute that might arise hereunder.

(b) No provision of this Agreement may be waived absent the express written consent of both parties hereto. The failure of any party hereto to assert any of its rights under this Agreement will not be construed to constitute a waiver of such a provision, nor in any way be deemed to affect the validity of this
Agreement or the right of any party hereto to thereafter subsequently enforce its rights and remedies as otherwise provided herein. No express and written waiver of any breach of this Agreement shall be held to constitute a waiver of any other provision hereof.

(c) No covenant or obligation hereunder to be performed by School District may be waived except by the written consent of Services Provider.

(d) Except as otherwise provided herein, this Agreement shall be binding upon an inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, where permitted by this Agreement.

This Agreement is entered into on the date first referenced above.

WITNESS

[Signature]

Date: 08/15/19

WITNESS

[Signature]

Services Provider:
Realtime Information Technology, Inc.

By:
LAWRENCE ULLMAN
Title: President

School District:
Creativity Co-Laboratory Charter School

By: [Signature]
Title: SEA
Realtime Information Technology, Inc.
Exhibit A
Student Information Services Planning Summary
Creativity Co-Laboratory Charter School
Realtime Student Information System

The Realtime Student Information System is a secure, internet browser-based, fully integrated, comprehensive student management system. It includes a suite of data management reporting tools/features for attendance, enrollment, grade reporting, medical services and discipline. The system complies with all state and federal requirements and regulations. Customer support is available via phone or Email. We encourage you to view our extensive library of instructional videos.

Section I:
Term: July 1, 2019 - June 30, 2020

Current Software and Services

| Annual Fee for Student Information Basic System: | $5,000.00 |
| Comprehensive Student Management Database | Student Scheduler |
| State and Federal Reports | Parent & Student Portals |
| Grade Reporting | Unlimited Grade Books |
| Discipline | Lesson Planner |
| Health/Nurse | Hosting and Server Management |

Additional Modules:

| Notification/Alert System: | $500.00 |
| Special Education Mgmt/IEP Writer: | $4,000.00 |
| **Total Additional Modules** | **$4,500.00** |
| **Total Annual Fee for Software and Services:** | **$9,500.00** |

Section II:

Optional Modules and Services Available for Student Information System

Systems functions may be expanded, at an annual additional charge, to include food services, a student/parent portal, student scheduling, special education management and other functions as outlined below.

- **RtI/MTSS:** $3,000.00
- **Food Service Mgmt/POS:** $1,850.00
- **504 Manager:** $1,600.00
- **Action Scanning (Entry Management):** $750.00
- **SGO with Scoring, Staff Evaluation, PDP & CEC:** $600.00
- **Parent App:** $500.00

- **Additional Training:** Additional training will be billed at $175.00/hour (minimum 4 hour charge plus travel expenses @ $87.50/hr).
- **Customizations:** Requested customized reporting including revisions and additions to Report Cards, Progress Reports, Honor Rolls, Rankings, Transcript, Foreign Language Report Cards & Progress Reports will be billed as additional charges at $175.00/hour (minimum 4 hour programming charge plus travel expenses @ $87.50/hr).
Exhibit B
Student Information Services Planning Summary and Worksheet
Creativity Co-Laboratory Charter School
Realtime Student Information System

Total Software and Services: (from Exhibit A) $9,500.00

<table>
<thead>
<tr>
<th>Add Optional Software and Services</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Rti/MTSS:</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>Food Service Mgmt/POS:</td>
<td>$1,850.00</td>
</tr>
<tr>
<td>504 Manager:</td>
<td>$1,600.00</td>
</tr>
<tr>
<td>Action Scanning (Entry Management)</td>
<td>$750.00</td>
</tr>
<tr>
<td>SGO with scoring, Staff Evaluation, PDP &amp; CEC</td>
<td>$600.00</td>
</tr>
<tr>
<td>Parent App:</td>
<td>$500.00</td>
</tr>
<tr>
<td>Additional Training</td>
<td>$175.00/hour</td>
</tr>
<tr>
<td>Customization</td>
<td>$175.00/hour</td>
</tr>
</tbody>
</table>

Grand Total for all Software and Services: $9,500.00

To add any available optional software and services please fill out this worksheet and return a copy to us by fax: 732-678-5140 or mail to:
Realtime Information Technology, Inc.
1000 Washington Street, Floor 2
Toms River, NJ 08753

Or e-mail to Jen Voss: JVoss@Realitinc.com
EXHIBIT C

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, c.127)
N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.
EXHIBIT C (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division’s website at: http://www.state.nj.us/treasury/contract_compliance/).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Acknowledged by Vendor

By: Jennifer Voss, bookkeeper

Print name and title

Signature

(00717518; 1)
# Charter School Financing Documentation/Due Diligence Packet

New Jersey Community Capital (NJCC) has provided financing to New Jersey communities for 30 years. In an effort to be respectful of our applicants' time while also ensuring that we receive all of the information necessary to make a prudent credit decision, NJCC recommends that prospective customers contact NJCC to arrange a brief introductory meeting or phone conversation. To discuss your charter school financing request, please contact Joe Palazzolo, NJCC's Lending Team Leader, Education & Early Care, at 732.640.2061 x202.

<table>
<thead>
<tr>
<th>Charter School Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Creativity Colaboratory Charter School</td>
</tr>
<tr>
<td>Legal Name of Charter School</td>
</tr>
<tr>
<td>457 Shirley Rd, Elmer, Salem, NJ, 08318</td>
</tr>
<tr>
<td>Address (Street, City, County, State, Zip Code)</td>
</tr>
</tbody>
</table>
| (856) 358-2472 | (856) 358-6513 | www.appelform.org/creativity-
| Phone | Fax | colaboratory-charter-school/ |
| Richelle Baugh | School Business Administrator | |
| Contact Person's Name | Contact Person's Title | |
| (856)365-1000 x 103 | rbaugh@comdenesn.org | |
| Contact Person's Phone | Contact Person's E-Mail | |
| N.J. Dept of Education | Allie Cobb | (609)376-9083 |
| Charter School Authorizer | Authorizer Contact Person | Authorizer Phone Number |
| | | 80-7897 |
| NCES School Identification Number | |
| 7/15/19 | 6/30/23 | |
| Original Charter Date | Latest Charter Renewal Date | Charter Expiration Date | |
| 100,000.00 | |
| Dollar Amount of Loan/Guaranty Requested | |
Brief Description of Financing/Guaranty Request:

Creativity Collaboratory Charter School is seeking a One Hundred Thousand Dollar ($100,000.00) loan in order to meet facility and instructional equipment needs necessary for an efficient and effective startup. Funds will be used to bridge the gap of state and local funding timeline and actual implementation needs. Items requiring immediate resources include lease payments, student and teacher furniture, as well as instructional equipment such as Chromebooks and STEAM lab equipment.

Facility Information:

457 Shirley Road, Elmer, Salem, NJ 08318
Address (Street, City, County, State, Zip Code)

15,936
Square Footage (Current)

22,881
Square Footage (Upon Completion)

Does the applicant own, lease, and/or have a contract to acquire the facility?

$2,277,562
Value of the facility

Marshall and Swift Valuation Service
Method used to determine value

No, landlord does not allow
Can a mortgage be filed on the facility? If so, then in which lien position? If not, then why not?

No, Applicant will conduct programs outside of the school year
Is the applicant the only intended user of the facility?
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit Cost</th>
<th>Quantity</th>
<th>Line Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other</td>
<td>Hill Building</td>
<td>$0.00</td>
<td>1.0</td>
<td>$0.00</td>
</tr>
<tr>
<td>Labor</td>
<td>Hill Building - Labor - Fiber</td>
<td>$95.00</td>
<td>30.0</td>
<td>$2,850.00</td>
</tr>
<tr>
<td></td>
<td>Run Fiber from Admin Building to Dining Hall,(approx. 150'-175') no termination; pass-through to Hill building via conduit (Approximate 400'-450') Allocation of 650' Fiber. Termination in Hill. Install Locking 12u Cabinet, with 24-Port Patch Panel, fiber box with coupler, 6-pairs terminated, 1u Wire Manager, 24-port VLAN capable S10/100/1000 PoE+ Switch. Fiber Patch Cables. Additional Coupler panel in Admin Building existing Fiber Box. 6-pairs terminated. 3 Techs, 1 Full Day.</td>
<td></td>
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</tr>
<tr>
<td>Networking</td>
<td>Hill Building - Equipment - Fiber</td>
<td>$3,445.00</td>
<td>1.0</td>
<td>$3,445.00</td>
</tr>
<tr>
<td></td>
<td>1x Locking 12U Wall Mount Rack ($250)</td>
<td></td>
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<tr>
<td></td>
<td>1x 24-Port Patch Panel ($85)</td>
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<tr>
<td></td>
<td>1x 1U Rack Mount Wire Manager ($55)</td>
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<tr>
<td></td>
<td>1x Fiber Box ($220)</td>
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<tr>
<td></td>
<td>4x Fiber Jumpers ($60)</td>
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<td></td>
<td>24x Fiber Tips ($600)</td>
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<tr>
<td></td>
<td>650' Corning 50 Micro OM3 6-Strand Fiber ($1,365)</td>
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<tr>
<td></td>
<td>1x 900w UPS 2U ($235)</td>
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<tr>
<td></td>
<td>1x Coupler Panel ($60)</td>
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<tr>
<td></td>
<td>1x 24-Port Gig Switch with 2 SFP, PoE+ Managed ($425)</td>
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<tr>
<td></td>
<td>2x Fiber SFP LC ($90)</td>
<td></td>
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<tr>
<td>Labor</td>
<td>Hill Building - Labor - Interior Wiring</td>
<td>$95.00</td>
<td>20.0</td>
<td>$1,900.00</td>
</tr>
<tr>
<td></td>
<td>3-Wires per class room (total 5-Rooms); 2 (Data/Voice) near door for wall mount phone, 1- center ceiling for Wi-Fi AP, Cat6 Wiring all home run to Fiber IDF in Hill. Wall fish each phone cable, sealed service box for AP wire. 2 Techs, 1 Day</td>
<td></td>
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<tr>
<td>Networking</td>
<td>Hill Building - Equipment - Interior Wiring</td>
<td>$680.00</td>
<td>1.0</td>
<td>$680.00</td>
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<tr>
<td></td>
<td>2x Box Cat6 Cable 1000' ($350)</td>
<td></td>
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<tr>
<td></td>
<td>5x Ceiling Mount Service boxes ($75)</td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>5x Low Voltage wall boxes/with face plates ($20)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Category</td>
<td>Description</td>
<td>Quantity</td>
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<td>-------------</td>
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<td>------</td>
<td>-------</td>
</tr>
<tr>
<td>Other</td>
<td>Dinning Hall</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Labor</td>
<td>Dinning Hall - Labor - Interior Wiring</td>
<td>4.0</td>
<td>$95.00</td>
<td>$380.00</td>
</tr>
<tr>
<td></td>
<td>Run 2 Cat5e Wires In Kitchen for phone and POS system 2- Techs, 2 Hours</td>
<td></td>
<td></td>
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<tr>
<td>Networking</td>
<td>Dinning Hall - Equipment - Interior Wiring</td>
<td>1.0</td>
<td>$57.00</td>
<td>$57.00</td>
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<tr>
<td></td>
<td>80' Cat5e Cable ($20)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1x Surface Mount Box with Face Plate ($25)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2x Modular Cat5e RJ-45 Jacks ($12)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Misc Wire Fasteners, patch cables raceway ($40)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(none)</td>
<td>Art Center Building</td>
<td>1.0</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Labor</td>
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<td>20.0</td>
<td>$95.00</td>
<td>$1,900.00</td>
</tr>
<tr>
<td></td>
<td>4 Drops - locations to be determined at later time. Two wires to each location, total of 8 wires in 4 locations. All wall fished and ran through attic whenever possible. 2 Techs, 1 Day</td>
<td></td>
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<tr>
<td>Networking</td>
<td>Art Center Building - Equipment - Interior Wiring</td>
<td>1.0</td>
<td>$454.00</td>
<td>$454.00</td>
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<td></td>
<td>2x Boxes Cat5e ($270)</td>
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<td></td>
<td>4x Wall Boxes with Face Plates ($16)</td>
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<tr>
<td></td>
<td>8x Modular RJ45 Jacks ($48)</td>
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<tr>
<td></td>
<td>Misc Wire Fasteners, patch cables raceway ($120)</td>
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<tr>
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<td>1.0</td>
<td>$0.00</td>
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<td>10.0</td>
<td>$95.00</td>
<td>$950.00</td>
</tr>
<tr>
<td></td>
<td>Run 2-wires from one end of building where ISP service is, to opposite side for Voice/Data, (approx. 150'). 2 Techs 5 Hours</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Networking</td>
<td>Medical Building - Equipment - Interior Wiring</td>
<td>1.0</td>
<td>$454.00</td>
<td>$454.00</td>
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<tr>
<td></td>
<td>300' Cat5e Cable ($75)</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>2x Surface Mount Low voltage boxes with face plates ($50)</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>4x Cat5e Modular RJ45 Jacks ($24)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1x 8-Port PoE+ 10/100/1000 Switch w/ VLAN support ($110)</td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Misc Wire Fasteners, patch cables raceway ($95)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Terms:**

Please send payment within 30 days of the invoice date unless otherwise specified by the payment term.

Payment should be made to Green Digital, LLC.

*Thank you for your business.*

![Subtotal](228)

### Subtotal

<table>
<thead>
<tr>
<th>Subtotal</th>
<th>$13,070.00</th>
</tr>
</thead>
<tbody>
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<td>Tax</td>
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<tr>
<td>Invoice Total</td>
<td>$13,070.00</td>
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<tr>
<td>Payments</td>
<td>$0.00</td>
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<td>Credits</td>
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</tr>
<tr>
<td><strong>Balance Due</strong></td>
<td><strong>$13,070.00</strong></td>
</tr>
</tbody>
</table>

Please contact us with any questions regarding this invoice at [adminsupport@greendigital.com](mailto:adminsupport@greendigital.com).
Richelle H. Baughn, Being first duly sworn on oath, deposes and says:

That the deponent is the Board Secretary of Creativity Co Laboratory Charter School, in the County and State aforesaid, and that the annexed extract is a true and exact copy of the minutes of a meeting of Creativity Co Laboratory Charter School held on July 11, 2019:

Motioned by Ms. Riggs and seconded by Ms. Rowan that the Board of Trustees approve the filing of a loan application with NJ Community Capital for $100,000(See Pages 225-226)

Unanimously approved

Richelle H. Baughn, School Board Secretary
<table>
<thead>
<tr>
<th>Charter School Name</th>
<th>Tax ID Number</th>
<th>Address</th>
<th>Phone Number</th>
<th>Fax Number</th>
<th>Website</th>
</tr>
</thead>
<tbody>
<tr>
<td>Creativity Colaboratory</td>
<td>83-4168296</td>
<td>457 Shirley Rd, Elmer, Salem, NJ, 08318</td>
<td>(856) 358-2472</td>
<td>(856) 358-6513</td>
<td><a href="http://www.appelfarm.org/creativity-colaboratory-charter-school/">www.appelfarm.org/creativity-colaboratory-charter-school/</a></td>
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<tr>
<td>Charter School Authorizer</td>
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<tr>
<td>NJ Dept of Education</td>
<td>Allie Calb</td>
<td></td>
<td>(609) 376-9083</td>
<td></td>
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</tbody>
</table>

**NCES School Identification Number**: 80-7897

**Original Charter Date**: 7/15/19  
**Latest Charter Renewal Date**: 6/30/23  
**Charter Expiration Date**:  

**Dollar Amount of Loan/Guaranty Requested**: $100,000.00
Creativity Colaboratory Charter School is seeking a One Hundred Thousand Dollar ($100,000.00) loan in order to meet facility and instructional equipment needs necessary for an efficient and effective start-up. Funds will be used to bridge the gap of state and local funding timelines and actual implementation needs. Items requiring immediate resources include lease payments, student and teacher furniture, as well as instructional equipment such as Chromebooks and STEAM lab equipment.

457 Shirley Road, Elmer, Salem, NJ 08318
Address (Street, City, County, State, Zip Code)

15,936  23,981
Square Footage (Current)  Square Footage (Upon Completion)

Lease

Does the applicant own, lease, and/or have a contract to acquire the facility?

$2,277,562  Marshall & Swift Valuation Service
Value of the facility  Method used to determine value

No, landlord does not allow

Can a mortgage be filed on the facility? If so, then in which lien position? If not, then why not?

No, Appr firm will conduct programs outside of the school year

Is the applicant the only intended user of the facility?