



Thursday, July 15, 2021
Rocketship Public Schools National Board of Directors Meeting (2021-22 Q1)

Meeting Time: 1:00pm

Webinar link: <https://rocketshipschools.zoom.us/j/85832523038>

Public Comment: Members of the public can make comment on off-agenda items at the start of the meeting, and on agenda items immediately preceding the board's discussion of each item. Please use the webinar's "raise hand" feature to indicate you would like to make a comment. You will be recognized once the public comment time begins, and will be unmuted by the host and permitted to make comment for a duration of up to 3 minutes.

1. Opening Items

- A. Call to order
- B. Public comment on off-agenda items

2. Consent Items

- A. Approve minutes from June 10, 2021 board meeting
- B. Approve Resolution 21-01 related to bond refinancing for Rocketship Mosaic and Rocketship Alma
- C. Approve the FY 2021-22 Charter School Retirement Reporting Agreement
- D. Approve the updated Retention and Acceleration Policy
- E. Approve the updated Independent Study Policy

3. Agenda Items

- A. Approve Resolution 21-02: Declaration of Need for Fully Certified Educators for Rocketship CA schools

4. Adjourn

THE ORDER OF BUSINESS AND TIMINGS MAY BE CHANGED WITHOUT NOTICE: Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice, provided that the Board takes action to effectuate such change.

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY: Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting may request assistance by contacting us at compliance@rsed.org.

SPANISH & VIETNAMESE TRANSLATION: If you need Spanish or Vietnamese audio translation in order to access the Rocketship Board meeting, please send a request to compliance@rsed.org at least 24 hours before the start of the meeting. If you would like to make a public comment in Spanish or Vietnamese and would like us to translate to English for the Board, please send a request to compliance@rsed.org at least 24 hours before the start of the meeting.

Si necesita traducción de audio al español para acceder a la reunión de la Mesa Directiva de Rocketship, envíe una solicitud a compliance@rsed.org por lo menos 24 horas antes del inicio de la reunión.

Si desea hacer un comentario público en español y desea que lo traduzcamos al inglés para la Mesa Directiva, envíe una solicitud

a compliance@rsed.org por lo menos 24 horas antes del inicio de la reunión.

Rocketship Public Schools Board of Directors

Summary of Consent Items - July 15, 2021

Item 2A. Approve minutes from the June 10th, 2021 meeting of the Board of Directors

We held our last Board of Directors meeting on June 10th 2021, and this agenda item puts forth the minutes from that meeting for approval.

Item 2B. Approve Resolution 21-01 related to bond refinancing for Rocketship Mosaic and Rocketship Alma

The Rocketship Business Committee has recently approved refinancing bonds for ROMO and RSA through the California Municipal Finance Authority. Rocketship and our affiliate Launchpad Development Corporation have determined that it will be preferable to move the transaction to the California Enterprise Development Authority, which this resolution approves. The terms of the refinancing will be the same as those approved by the Business Committee on May 18th.

Item 2C. Approve the FY 2021-22 Charter School Retirement Reporting Agreement

In prior years, Rocketship has entered into an agreement with the Santa Clara County Office of Education (SCCOE), which enables SCCOE to submit retirement-related funding contributions and data to the CalSTRS state educator retirement program on behalf of Rocketship. This agreement puts a similar process in place for 21-22.

Item 2D. Approve SY 21-22 updated Retention and Acceleration Policy supplement

Rocketship's Retention and Acceleration Policy currently sets forth a procedure for retaining students based on academic and social-emotional data as well as educator and parent input. The revised policy includes a legally required supplement for CA schools pursuant to CA Education Code 48071, which went into effect July 1, 2021, under which charter schools must allow parents the opportunity to pursue retention within a specific time frame for students who received failing grades in at least half their courses during the 20-21 school year.

Item 2E. Approve the updated Independent Study Policy

Rocketship's current Independent Study Policy permits schools to approve independent studies for students who cannot participate in the classroom for extended periods of time. The 2021 education budget trailer bill, signed into law on July 8, 2021, imposes a number of mandatory changes to this policy, including updates to independent study agreements; permitting independent study for medically fragile students; new procedures for tiered re-engagement in response to student absenteeism; adding documentation requirements; and requiring a mandated level of live interaction and synchronous instruction per grade level.

Rocketship Public Schools National Board of Directors Meeting (2020-21 Q4) (Thursday, June 10, 2021)

Generated by Jasmine Ferguson on Monday, June 14, 2021

1. Opening Items**A. Call to order**

At 1:03 pm, Mr. Jordan took roll call. With a quorum of Board members present, Mr. Jordan called the meeting to order. Present: Louis Jordan, June Nwabara, Alex Terman, Charmaine Detweiler, Greg Stanger, Ray Raven, Julia Stiglitz, Joey Slotter, Yolanda Bernal Samano, Daniel Velasco, Ralph Weber, Jean-Claude Brizard, Mai Huong Ho-Tran, Deborah McGriff Advisors: Peter Philpott

B. Public comment on off-agenda items

At 1:05 pm, Mr. Jordan called for public comment on off-agenda items. Members of the public were present via Zoom, but no comment was made.

2. Consent Items**A. Approve minutes from May 26, 2021 board meeting**

B. Renew appointment of Jean-Claude Brizard to the Rocketship Education Board of Directors through the end of June 2023

C. Renew appointment of Raymond Raven to the Rocketship Education Board of Directors through the end of June 2023

D. Renew appointment of Jolene Slotter to the Rocketship Education Board of Directors through the end of June 2023

E. Renew appointment of Ralph Weber to the Rocketship Education Board of Directors through the end of June 2023

F. Renew appointment of Michael Fox to the Rocketship Education Board of Directors through the end of June 2023

G. Approve the 2021-22 School Instructional Calendars for Rocketship schools in California and Tennessee

H. Approve the Rocketship Public Schools Board of Directors 2021-22 meeting calendar

I. Approve the 2021-22 Rocketship Public Schools Employee Handbook

J. Approve IRS Form 990 for Rocketship Education for fiscal year ending 6/30/20

K. Approve the Fifth Amended and Restated By-laws of Rocketship Education

L. Approve 2021-22 Budget Education Protection Account fund spending plans for Rocketship Mateo Sheedy, Rocketship Si Se Puede, Rocketship Los Suenos, Rocketship Mosaic, Rocketship Discovery Prep, Rocketship Brilliant Minds, Rocketship Alma, Rocketship Spark, Rocketship Fuerza, Rocketship Rising Stars, Rocketship Redwood City Prep, Rocketship Futuro, and Rocketship Delta Prep

M. Approve the CA Immigration Status Policy

At 1:10 pm, Mr. Jordan called for a motion to approve consent items. A motion was made by Ms. McGriff seconded by Mr. Velasco and carried unanimously by roll call vote.

Y: Louis Jordan, June Nwabara, Alex Terman, Charmaine Detweiler, Greg Stanger, Ray Raven, Julia Stiglitz, Joey Slotter, Yolanda Bernal Samano, Daniel Velasco, Ralph Weber, Jean-Claude Brizard, Mai Huong Ho-Tran, Deborah McGriff

N: --

Abstain: --

3. Agenda Items**A. Mission moment: Alumni Update**

At 1:11 pm, the board discussed agenda item 3(A). No action was taken.

B. Board updates: CEO, Regional, Board Chair, Committee Chair, Development, and Compliance

At 1:17 pm public comment was made.

At 1:22 pm, the board discussed agenda item 3(B). No action was taken.

C. 21-22 Reopening Plan, including report from Ad Hoc Schools Reopening Committee

At 2:10 pm, the board discussed agenda item 3(C). No action was taken.

D. Annual plan & budget approval, including report from the Ad Hoc Annual Planning Committee

At 2:25 pm, the board discussed agenda item 3(D). No action was taken.

At 3:12 pm, Mr. Jordan called for a motion to approve the FY22 Rocketship Public School Budget. A motion was made by the Business Committee seconded by Ms. Nwabara and carried unanimously by roll call vote.

Y: Louis Jordan, June Nwabara, Charmaine Detweiler, Alex Terman, Greg Stanger, Ray Raven, Julia Stiglitz, Joey Slotter, Yolanda Bernal Samano, Daniel Velasco, Ralph Weber, Jean-Claude Brizard, Mai Huong Ho-Tran, Deborah McGriff

N: --

Abstain: --

E. Approval of the Local Control Accountability Plans (LCAPs) for all California Rocketship schools: Rocketship Mateo Sheedy, Rocketship Si Se Puede, Rocketship Los Suenos, Rocketship Mosaic, Rocketship Discovery Prep, Rocketship Brilliant Minds, Rocketship Alma, Rocketship Spark, Rocketship Fuerza, Rocketship Rising Stars, Rocketship Redwood City Prep, Rocketship Futuro, and Rocketship Delta Prep

At 3:15 pm two public comments were made.

At 3:19 pm, Yolanda Bernal Samano left the meeting.

At 3:20 pm, Mr. Jordan called for a motion to approve the Local Control Accountability Plans (LCAPs) for all California Rocketship schools: Rocketship Mateo Sheedy, Rocketship Si Se Puede, Rocketship Los Suenos, Rocketship Mosaic, Rocketship Discovery Prep, Rocketship Brilliant Minds, Rocketship Alma, Rocketship Spark, Rocketship Fuerza, Rocketship Rising Stars, Rocketship Redwood City Prep, Rocketship Futuro, and Rocketship Delta Prep. A motion was made by Mr. Brizard seconded by Ms. McGriff and carried unanimously by roll call vote.

Y: Louis Jordan, June Nwabara, Alex Terman, Charmaine Detweiler, Greg Stanger, Ray Raven, Julia Stiglitz, Joey Slotter, Daniel Velasco, Ralph Weber, Jean-Claude Brizard, Mai Huong Ho-Tran, Deborah McGriff

N: --

Abstain: --

F. Review the California School Dashboard 2020-21 Local Indicator data

At 3:21 pm a public comment was made.

At 3:24 pm, the board discussed agenda item 3(F). No action was taken.

4. Break

5. Agenda Items (Contd.)**A. Discussion with Rocketship DEI Council**

At 3:46 pm, the board discussed agenda item 5(A). No action was taken.

6. Closed Session

At 4:50 pm, Mr. Jordan called for a motion to move to Closed Session with the Board and Preston Smith. A motion was made by Daniel Velasco, seconded by June Nwabara, and carried unanimously by roll call vote.

Y: Louis Jordan, June Nwabara, Alex Terman, Charmaine Detweiler, Greg Stanger, Ray Raven, Julia Stiglitz, Joey Slotter, Daniel Velasco, Ralph Weber, Jean-Claude Brizard, Mai Huong Ho-Tran, Deborah McGriff

N: --

Abstain: -

At 5:15 pm Greg Stanger left the meeting.

A. Public Employee Performance Evaluation Pursuant to Gov. Code Section 54957: CEO Evaluation**7. Agenda Items (Contd.)**

At 5:18 pm, Mr. Jordan took roll call. With a quorum of Board members present, Mr. Jordan called the open session meeting back to order.

Present: Louis Jordan, June Nwabara, Charmaine Detweiler, Ray Raven, Julia Stiglitz, Joey Slotter, Daniel Velasco, Ralph Weber, Jean-Claude Brizard, Mai Huong Ho-Tran, Deborah McGriff

A. Public report on actions taken in closed session

At 5:20 pm, Mr. Jordan reported that no actions were taken during the Closed Session

8. Adjourn

At, 5:22 pm Mr. Jordan called for a motion to adjourn the meeting. A motion was made by Ms. Detweiler, seconded by, Mr. Velasco and carried unanimously by roll call vote.

Y: Louis Jordan, June Nwabara, Charmaine Detweiler, Ray Raven, Julia Stiglitz, Joey Slotter, Daniel Velasco, Ralph Weber, Jean-Claude Brizard, Mai Huong Ho-Tran, Deborah McGriff

N: --

Abstain: --

Respectfully Submitted,

Jasmine Ferguson
Senior Operations & Compliance Associate
Rocketship Public Schools

RESOLUTION 21-01 OF THE BOARD OF DIRECTORS OF ROCKETSHIP EDUCATION

WHEREAS, Rocketship Education, a nonprofit benefit corporation organized under the California Nonprofit Public Benefit Corporate Law (“**Rocketship**”) is organized for the purpose of developing, owning and operating public charter schools.

WHEREAS, on February 28, 2013, the Board of Directors of Rocketship (the “**Board**”) delegated the authority to enter into real estate financing transactions to the Rocketship Business Committee (“**Committee**”).

WHEREAS, on May 18, 2021, the Committee reviewed and approved the refinancing and lease terms and conditions for Mosaic Elementary and Alma Academy (ROMO and RSA, respectively),

WHEREAS, Launchpad Development Company, a nonprofit public benefit corporation organized under the California Nonprofit Public Benefit Corporate Law (“**Launchpad**”), operates as a supporting organization of Rocketship by directly or indirectly developing, owning and holding real estate projects that will be utilized to further Rocketship’s purpose of operating public charter schools in furtherance of Rocketship’s Section 501(c)(3) purpose.

WHEREAS, Launchpad is the sole member and managing member of Launchpad Development Four, LLC, a California limited liability company (“**Launchpad Four**”) and Launchpad Development Eight, LLC, a California limited liability company (“**Launchpad Eight**”), each of which was formed by Launchpad in furtherance of its purposes of supporting Rocketship for the purpose of holding title to property and managing, operating, and leasing property, collecting income therefrom, and conveying the entire amount of such income, less expenses and operating expenditures, to Launchpad, and as such, has the sole power and authority to manage, control and conduct the business of such limited liability company.

APPROVAL OF FINANCING OF THE PROJECT

WHEREAS, Launchpad Four and Launchpad Eight previously requested the California Municipal Finance Authority issue certain revenue bonds in an aggregate amount not to exceed \$16,000,000, which bond transaction and certain documents to be executed by Rocketship in connection therewith were previously approved by the Committee, however, Launchpad, Launchpad Four and Launchpad Eight have determined it is in the best interest of the Launchpad, Launchpad Four and Launchpad Eight, and the Board has determined it is in the best interest of Rocketship, for the issuer of such bonds to change to the California Enterprise Development Authority or other issuer (the “**Issuer**”).

WHEREAS, Launchpad Four and Launchpad Eight have accordingly requested that the Issuer issue certain bonds in an aggregate amount not to exceed \$16,000,000 at an overall true interest cost not to exceed 4% per annum (the “**Bonds**”) in one or more series in order to (i) finance or refinance certain costs of the acquisition, construction, improvement, equipping and furnishing of certain public charter school facilities (the “**Alma Facility**” and the “**Mosaic Facility**” and, collectively, the “**Facilities**”), (ii) pay the costs of the issuance of the Bonds and (iii) for other approved purposes and in connection therewith Launchpad Four and Launchpad Eight have made certain disclosures and provided certain information to the Issuer.

WHEREAS, subject to the terms and conditions of that certain Indenture (the “**Indenture**”), to be entered into by and between the Issuer and Wilmington Trust, National Association, in its capacity as bond trustee, the Issuer will issue and sell the Bonds.

WHEREAS, subject to and in accordance with the terms and conditions of that certain Loan Agreement, to be entered into by and among Launchpad Four, Launchpad Eight, Launchpad and the Issuer (the “**Loan Agreement**”), the Issuer will agree to loan the proceeds of the Bonds to Launchpad for certain purposes, including (i) financing or refinancing certain costs of the acquisition, construction, improvement, equipping and furnishing of the Facilities for use as public charter school campuses operated by Rocketship by current refunding certain outstanding bonds previously issued to fund the Facilities; (2) funding any credit enhancement costs, liquidity costs or debt service reserve fund relating to the Bonds; and (3) paying costs of issuance and other related costs to the extent permissible.

WHEREAS, subject to and in accordance with the terms of that certain Master Indenture of Trust, to be entered into by and among the Launchpad, Launchpad Four, Launchpad Eight and Wilmington Trust, National Association, in its capacity as master trustee (the “**Master Indenture of Trust**”), Launchpad Four and Launchpad Eight will become the Initial Obligated Group Members (as defined in the Master Indenture of Trust) and Launchpad will become the initial Obligated Group Representative (as defined in the Master Indenture of Trust). The Indenture, the Loan Agreement and the Master Trust Indenture are hereinafter referred to as (the “**Bond Documents**”).

WHEREAS, any and all instruments, documents and agreements, as shall be applicable and necessary or desirable in the opinion of the Authorized Officer referred to below, in connection with Bonds are collectively referred to herein as the “**Financing Agreements**”. The Financing Agreements may include, without limitation, the Bond Documents, an Intercreditor and Collateral Agency Agreement, bond purchase agreement, continuing covenant agreements, continuing disclosure agreement, Preliminary Limited Offering Memorandum, Limited Offering Memorandum and updates thereto, loan agreement, tax agreements, deed of trusts, indentures, security instruments, certificate, guaranty, escrow deposit agreements and all other contracts, agreements, instruments, certificates, notices or other documents to be executed, delivered or furnished with respect to the Bonds.

WHEREAS, the Board acknowledges that market conditions may be volatile in connection with the issuance of the Bonds and that the Authorizing Officers referred to below should retain full flexibility to modify and alter as deemed by them in the best interests of Rocketship and Launchpad the structure utilized in the financing or refinancing of the Facilities, including by approving the issuance and sale of additional series of bonds.

NOW, THEREFORE, the Board hereby resolves as follows:

Section 1. The Bonds and the execution and entry into the Financing Agreements are hereby approved in the form approved by an Authorized Officer (as defined below), which approval shall be evidenced by such Authorized Officer’s execution of the Financing Agreements.

Section 2. The Chairperson of the Board, any Vice President or any other officer of Rocketship (each an “**Authorized Officer**”) are each hereby individually authorized and directed, in the name and on behalf of Rocketship, to negotiate the terms of and to execute in the name and on behalf of Rocketship, and deliver each Financing Agreement, to the extent each such Financing Agreement is required in connection with the issuance of the Bonds and the financing and/or refinancing of costs of the Facilities, with such terms and provisions thereof as the Authorized Officer or Authorized Officers executing each such Financing Agreement shall deem proper, such execution by such officer to be conclusive evidence that such officer deems all of the terms and provisions thereof to be proper and of the approval thereof by this Board. The Secretary or any Assistant Secretary of Rocketship, or any Authorized Officer are hereby each individually authorized to attest any Financing Agreement where such attestation is required.

Section 3. Each Authorized Officer of Rocketship specified in Section 2 is hereby authorized and directed, in the name and on behalf of Rocketship, to take such actions and to execute and deliver such other certificates, instruments, notices, agreements and other documents as may be required or as such officer may deem necessary, convenient, advisable or proper in order to carry out and perform the obligations of Rocketship under the Financing Agreements and any other documents, instruments, certificates and agreements to which Rocketship is a party and which are to be executed and delivered by Rocketship in connection with the transactions contemplated by the Financing Agreements, all such actions to be performed in such manner, and all such documents, instruments, certificates and agreements to be executed and delivered in such form, as the Authorized Officer performing or executing the same shall approve. The performance or execution thereof by such Authorized Officer to be conclusive evidence of the approval thereof by such officer and by this Board.

Section 4. All actions and deeds heretofore done or taken by any Authorized Officer, on behalf of Rocketship in their capacity as such Authorized Officer, and all things done by their authority in entering into, executing, acknowledging or attesting any arrangements, agreements, instruments or documents in carrying out the terms and intentions of the foregoing recitals and resolutions and with respect to the Financing Agreements are, hereby ratified, approved and confirmed in all respects. This Resolution shall be in full force and effect immediately upon its adoption and the authorizations herein set forth shall remain in full force and effect for the term of the Financing Agreements and all amendments, supplements, and renewal terms thereof. This Resolution and all Financing Agreements may be delivered by means of portable document format (PDF).

* * *

PASSED AND ADOPTED by the Board of Directors at its meeting held on the date set forth below as follows:

Date: July _____, 2021

Ayes: _____

Noes: _____

Absent: _____

Abstained: _____

Name: _____
Board Chair

**SANTA CLARA COUNTY OFFICE OF EDUCATION
AGREEMENT FOR CHARTER SCHOOL RETIREMENT REPORTING SERVICES**

This agreement is entered into this 15 day of July, by and between the Santa Clara County Office of Education (SCCOE) and the Rocketship Public Schools Charter School (Charter).

The SCCOE is required to submit to the California State Teachers' Retirement System (CalSTRS), a uniform retirement data file for all school districts and charters within the county.

The Charter has determined that there is a need to enter into this agreement with the SCCOE for the services described herein:

It is mutually agreed by the parties as follows:

Services to be provided by the SCCOE

1. The SCCOE agrees to process CalSTRS reporting for the Charter.
2. The SCCOE will serve as the contact agency in working with CalSTRS in resolving problems and answering questions related to reporting and processing of retirement information.
3. The SCCOE will notify the Charter of retirement reporting exceptions and recommend possible resolutions.
4. The Charter staff may participate in all workshops offered to school districts (within Santa Clara County) for ongoing training and attend other informational meetings related to CalSTRS retirement plans.
5. The SCCOE will assist the Charter payroll representative in preparing appropriate entries for past reporting periods that were not processed prior to the effective date of this agreement.

Responsibilities of the Charter

1. The Charter agrees to provide the required retirement and payroll information necessary for timely completion and transmittal of CalSTRS information.
2. The Charter agrees to provide all payroll/retirement reporting data files and reports by the due dates established by the SCCOE to meet the retirement reporting schedules established by CalSTRS.
3. The Charter shall maintain all payroll records for its employees and furnish the SCCOE a copy upon request.
4. The Charter will designate one of its employees to serve as the contact person between the Charter and the SCCOE for matters related to reporting and processing of retirement information.
5. The Charter shall submit to the SCCOE the full amount of the retirement contributions that includes both the employer and employee amounts within two business days after the close of each payroll.

SCCOE's Fee and Payment Thereof

1. The Charter agrees to pay the SCCOE for the services described under this Agreement as follows:
 - \$2,500 per year to be paid upon signing and submission of this Agreement (On or before July 1 of every year).
 - A processing fee of \$175 for each submitted retirement data file that is not acceptable and must be replaced and reprocessed. These fees shall be assessed monthly and are payable upon demand.
 - An accumulated late fee of \$25 per day for a contribution remittance received after the due date.
 - An accumulated late fee of \$25 per day for a file submission received after the due date
2. The Charter agrees to reimburse the SCCOE for any penalties and/or other levies assessed by CalSTRS that were caused by acts of the Charter.

Duration of Agreement

The Agreement begins on July 15 and must be renewed each fiscal year beginning July 1 and ending June 30.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

**SANTA CLARA COUNTY OFFICE OF EDUCATION
DISTRICT BUSINESS AND ADVISORY SERVICES**

Rocketship Public Schools
CHARTER SCHOOL

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Approved by the Charter Governing Board on

Date

Authorized Charter Representative for the Submission of Retirement Files to the SCCOE STRS Connect Portal:

Name: _____

Title: _____

E-Mail: _____

Phone: _____

Retention and Acceleration Policy

Region(s): ALL

Rocketship's instructional model is organized so that each student's learning plan is individualized in order to account for individual differences and promote academic and social growth. As such, we believe that retention should only be used in rare and exceptional circumstances when the student's family is given notice well in advance and is fully in support of the retention decision. Rocketship's retention and acceleration policy is deliberately flexible so that teams can consider each student as an individual and make recommendations based on data and identified student need.

The purpose of this policy is to provide school teams with a framework for considering retention, promotion, or acceleration that is consistent with our philosophy of education. Additionally, the procedures are designed to ensure that retained students receive the supplemental, targeted instruction and support that they require in order to make adequate academic gains in subsequent years. This policy addresses guiding principles that will inform retention and acceleration decisions; considerations that Rocketship will use when promoting and accelerating students, and considerations for retention, including timelines for identification, factors that could lead to retention, retention procedures and appeals (including for students with IEPs), retention plans, and documentation requirements.

I. Guiding Principles for Retention, and Acceleration

All Rocketship schools are expected to adhere to the guidelines below when making decisions on retention and acceleration.

- Students vary considerably in their rate of development. Factors that affect development include chronological age, communication skills, academic ability, social, physical, and emotional maturity, attendance, cognitive ability, etc.
- Some children may benefit from more time in a given grade level, if the curriculum is suited to their needs and they continue to be socially well-adjusted to their peer group.
- Children who perform at exceptionally high levels in relation to their grade-level peers and are developmentally (physically and mentally) on-level may benefit from acceleration to the next grade level.
- School teams must use great care when making recommendations regarding retention and acceleration in order to ensure the greatest likelihood that it is an effective intervention. Emotional maturity and social adjustment concerns should be evaluated

when considering whether or not to retain or accelerate a student.

- Educators must consider the academic needs of a child when determining acceleration as well as emotional maturity, physical maturity, and social adjustment. School leaders will consider myriad factors including both absolute performance and growth/progress made on assessments when ascertaining whether or not students are academically prepared to move on to the next grade level.
- As described in Rocketship's Admissions Policy, schools typically should not make decisions regarding retention or acceleration during the enrollment process. Schools are expected to enroll all students in the next consecutive grade level and then assess students as needed.

II. Considerations for Retention

Early Identification

Students will be identified as at-risk for retention as early in the school year as is practicably feasible. Parents will be notified no later than mid-school year when a student is identified as being at risk of retention. Parents will participate in the decision-making process when considering retention, as further described below.

Indicators to Review When Considering Retention

The following indicators of academic achievement should be considered when making retention decisions:

- Consistent scores in the bottom quartile of assessments (i.e. state assessments, NWEA, math or ELA benchmarks).
- Failure to make adequate academic progress when compared to peers (i.e. data shows that rate of improvement is considerably less accelerated than class average).
- Failure to make adequate progress towards individual goals after receiving evidence-based interventions, implemented with treatment integrity.
- Severe social or emotional immaturity when compared to peers that causes harm to the student's academic, behavioral, and/or social-emotional development.
- Excessive absences (i.e. more than 20).¹
- Recommendation of student's teachers that retention is or is not an appropriate option, with supporting rationale.
- Parent buy-in in regards to retention or not.

These indicators must be evident despite having received interventions before retention should be considered.

Procedures for Retention

Student progress will be monitored using a variety of assessments (NWEA, statewide assessments, benchmark assessments, progress monitoring data, etc.) School staff will notify parents when a

¹ In accordance with Wisconsin law, truancy and absences may NOT be considered when making retention decisions in Wisconsin.

student is at risk for retention, Parents should be notified of the at-risk status as early as possible, and, to the extent feasible, no later than 60 calendar days prior to the end of the school year

If retention is being considered, a Student Study Team (SST) shall be convened consisting of at least a School Leader, the student's classroom teacher, an Individualized Learning Specialist, and the student's parent/guardian.

The SST will consult in accordance with the guiding principles described above and will arrive at a mutually agreed-upon decision. The Principal will have authority over confirmation of final retention decisions,

The parent of the student who is being considered for retention will be provided with objective evidence supporting the retention recommendation using the Retention Recommendation form. Parents must confirm their agreement with the recommendation for retention before the end of the school year in writing, via the Retention Recommendation form.

Kindergarten students who have completed one year of kindergarten shall be admitted to first grade unless the parent/guardian and Rocketship agree that the student shall continue in kindergarten for not more than one additional school year. Whenever a student continues in kindergarten for an additional year, the Chief Executive Officer shall secure an agreement, signed by the parent/guardian, stating that the student shall continue in kindergarten for not more than one additional school year.

English Language Learners

For the English language learner, retention decisions shall be based on the student's rate of English acquisition rather than on lack of grade-level English language proficiency or mastery of core academic content standards.

Retention Intervention Plans

For students who will be retained, the SST will develop an intervention plan which details the supplemental interventions and supports that will be made available to the student using Rocketship's "Retention Intervention Plan" template.

During the subsequent school year, school leaders are responsible for continuing to monitor the academic progress of all retained students and reconvening the SST to make changes to the intervention plan when necessary.

Documentation

At the end of the school year, the Principal is responsible for maintaining documentation of the following information.

- The student's name;
- The underlying reason for the retention decision;
- Whether the principal identified the student as at risk of retention

- Whether the principal provided written notice to the student's parents within 60 calendar days of the last day of school.

III. Considerations for Acceleration

Acceleration is the process of advancing students at a more rapid rate than experienced by most, and may be considered when students are performing significantly above grade level.

Procedures for Acceleration

A student may be recommended for acceleration by a teacher, counselor, or the parent/guardian if the student is exceeding grade level standards in reading and/or math.

A student recommended for acceleration will take the NWEA MAP or other state assessments at the grade level for which he/she is recommended.

If acceleration is being considered, a Student Study Team (SST) shall be convened consisting of at least a The Principal, School Leader, the student's classroom teacher, an Individualized Learning Specialist, and the student's parent/guardian. The SST will consult to review the student's performance in accordance with the guiding principles described above and will arrive at a mutually agreed-upon decision. The SST Team should consider the following indicators when determining whether a student should be accelerated to another grade level.

- Exceeding grade-level standards on school work, such as classwork, quizzes, tests, and Projects.
- Scoring in the 99th percentile on state testing. Scores in the 75th percentile on standardized assessments in the grade level to which the student is being recommended for acceleration (i.e. NWEA MAP, math or ELA benchmarks).
- Academic, behavioral, and/or social-emotional development.

The Principal will make the final acceleration decision based on the SST's recommendation. The parent of the student who is being considered for acceleration will be provided with objective evidence supporting the acceleration recommendation. Parents must confirm their agreement with the recommendation for acceleration before the end of the school year in writing.

IV. Students with IEPs

Decisions regarding retention or acceleration for a student with an IEP are made in consultation with the IEP team and review of the Individualized Education Program. We follow the acceleration or retention process for students with IEPs to ensure we are thoughtfully considering a student's IEP and progress.

V. Appealing Retention or Acceleration Decisions

The Principal must notify parents/guardians in writing of their right to appeal a retention or acceleration

decision. Parents must submit an appeal in writing to the Principal within ten (10) days of the decision. Appeals shall be heard by a designee of the Board of Directors' Achievement Committee, who will consider information provided by Parent, the SST recommendation, and any other information shared by the Principal. The designee's decision shall be final.

ADDENDUM FOR THE 2021-22 SCHOOL YEAR FOR ROCKETSHIP CALIFORNIA SCHOOLS

In accordance with California Education Code 48071, the following procedures apply to “eligible pupils,” defined as a student who has received deficient grades for at least one-half of the pupil’s coursework in the 2020–21 academic year. A deficient grade is a D, F, a No Pass, or an equivalent as determined by Rocketship.

Rocketship shall permit an eligible pupil for whom a decision to retain is made to be retained in the pupil’s 2020–21 grade level for the 2021–22 academic year.

Upon receiving a written request from the parent of an eligible pupil to retain the pupil for the 2021–22 school year, Rocketship shall offer the parent a consultation with the parent, the pupil, the Principal, and a teacher. A consultation shall occur within 30 calendar days of receiving the written request for a consultation and shall include all of the following:

- Discussion of all available learning recovery options, including specific interventions and supports available for students related to COVID education relief funding.
- Consideration of the pupil’s academic data and any other information relevant to whether retention is in the pupil’s best interests, academically and socially.
- Discussion about research on the effects of pupil retention and the types of interventions and supports that have been shown to be beneficial to pupils.

Rocketship shall ensure that a retention decision is consistent with an eligible pupil’s individualized education program.

Rocketship shall notify a parent with the final determination of Rocketship’s decision regarding the pupil’s retention within 10 calendar days of the consultation.

Independent Study Policy

Region(s): CA

Rocketship Public Schools may offer independent study (or “I.S.”) to meet the educational needs of pupils enrolled in the charter school.¹ Independent study is an alternative education designed to teach the knowledge and skills of the core curriculum. Rocketship Public Schools shall provide appropriate existing services and resources to enable pupils to complete their independent study successfully. This policy has been adopted by the Board for implementation at Rocketship Public Schools schools. It covers time frame for completion of Independent Study assignments; requirements for the Independent Study Master Agreement; and additional requirements for Independent Study in accordance with California law, including the rights of I.S. students, restrictions on the use of I.S. in certain circumstances, obligations for teachers, procedures for collecting ADA, and recordkeeping.

I. Length of Assignments

For pupils in all grade levels offered by the School, the maximum length of time that may elapse between the time an assignment is made and the date by which the pupil must complete the assigned work shall be thirty (30) school days.²

When any pupil fails to complete five (5) assignments during any period of thirty (30) school days, the Principal or his or her designee shall conduct an evaluation to determine whether it is in the best interests of the pupil to remain in independent study. A written record of the findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim pupil record. This record shall be maintained for a period of three years from the date of the evaluation and if the pupil transfers to another California public school, the record shall be forwarded to that school.

II. Satisfactory Progress

Pursuant to Education Code 51747, a pupil must make satisfactory educational progress to remain eligible for independent study. Satisfactory educational progress shall be determined based on all of the following indicators:

- The pupil’s achievement and engagement in the independent study program, as indicated by the pupil’s performance on applicable pupil-level measures of pupil achievement and pupil

¹ In accordance with Education Code 51745(a), Rocketship shall offer independent study for the 2021-22 school year, including individualized study for students whose health would be put at risk by in-person instruction, as determined by the student’s parent/guardian.

² This means that I.S. students must be turning in work at least every 30 days during I.S. periods that extend beyond 30 days. This does NOT mean that students automatically have a 30-day window to turn in work after it is assigned. For I.S. assignments that are shorter than 30 days, the work is due on the day the student returns, as described in Section III below.

engagement set forth in paragraphs (4) and (5) of subdivision (d) of Section 52060.

- The completion of assignments, assessments, or other indicators that evidence that the pupil is working on assignments.
- Learning required concepts, as determined by the supervising teacher.
- Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.

Should the pupil fail to make satisfactory educational progress as defined above, an evaluation will be conducted to determine whether it is in the best interests of the pupil to remain in independent study, or whether the pupil should return to the regular school program. A written record of the findings of any evaluation made pursuant to this subdivision shall be treated as a mandatory interim pupil record. The record shall be maintained for a period of three years from the date of the evaluation and, if the pupil transfers to another California public school, the record shall be forwarded to that school.

III. Master Agreement

A current written agreement shall be maintain on file for each independent study pupil, including but not limited to, all of the following:

- The manner, time, frequency, and place for submitting a pupil's assignments, and for reporting his or her progress, and for communicating with the parent/guardian regarding the pupil's academic progress. .
- The objectives and methods of study for the pupil's work, and the methods utilized to evaluate that work.
- The specific resources, including materials and personnel, that will be made available to the pupil. These resources shall include confirming or providing access to all pupils to the connectivity and devices adequate to participate in the educational program and complete assigned work.
- A statement of the policies adopted herein regarding the maximum length of time allowed between the assignment and the completion of a pupil's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed prior to an evaluation of whether or not the pupil should be allowed to continue in independent study.
- The duration of the independent study agreement, including beginning and ending dates for the pupil's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one school year.
- A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.
- A statement detailing the academic and other supports that will be provided to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the pupil's individualized education program or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.
- The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class or program pursuant to Education Code Section 48915 or 48917, the agreement also shall include the statement that instruction may be

provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.

- Each written agreement shall be signed, prior to the commencement of independent study, by the pupil, the pupil's parent, legal guardian, or caregiver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil. For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of the Family Code.³ In accordance with Education Code 51747(g)(E), written agreements may be signed using an electronic signature that complies with relevant state and federal standards.

Pursuant to Education Code 51747(h), before signing a written agreement, and upon the request of the parent or guardian of a pupil, the local educational agency shall conduct a phone, videoconference, or in-person pupil-parent-educator conference or other school meeting during which the pupil, parent or guardian, and, if requested by the pupil or parent, an education advocate, may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the pupil in independent study, before making the decision about enrollment or disenrollment in the various options for learning.

IV. Tiered Reengagement

Pursuant to Education Code 51747(d), Rocketship will employ tiered reengagement strategies for all pupils who are not generating attendance for more than three schooldays or 60 percent of the instructional days in a school week, or who are in violation of the written agreement described above. These procedures shall include, but are not necessarily limited to, all of the following:

- Verification of current contact information for each enrolled pupil.
- Notification to parents or guardians of lack of participation within one school day of the absence or lack of participation.
- Outreach from the school to determine pupil needs, including connection with health and social services as necessary.
- A clear standard for requiring a pupil-parent-educator conference to review a pupil's written agreement, and reconsider the independent study program's impact on the pupil's achievement and well-being. The pupil-parent-educator conference shall include all parties who signed the Master Agreement described above.

These requirements do not apply to students whose Independent Study agreements are for fewer than fifteen (15) school days in a school year.

V. Synchronous Instruction

In accordance with Education Code 51747(e), Rocketship's Independent Study program shall include synchronous instruction, defined as classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of internet or telephonic communications, and involving live

³ In accordance with Education Code 51747(g)(9)(F), written agreements for the 2021-22 school year must be signed no later than the first 30 days after instruction.

two-way communication between the teacher and pupil. Synchronous instruction shall be provided by the teacher of record for that pupil

For pupils in grades transitional kindergarten and grades 1 through 3, inclusive, synchronous instruction shall be daily. For pupils in grades 4 and 5, synchronous instruction shall be at least weekly. Students in grades 4 and 5 shall also receive daily live interaction, defined as interaction between the pupil and classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in person, or in the form of internet or telephonic communication.

Pursuant to Education Code 51747.5(c) and (d), Rocketship shall document each pupil's participation in live interaction and synchronous instruction pursuant to Section 51747 on each schoolday, as applicable, in whole or in part, for which independent study is provided. A pupil who does not participate in independent study on a schoolday shall be documented as nonparticipatory for that schoolday. Rocketship shall also maintain written or computer-based evidence of pupil engagement that includes, but is not limited to, a grade book or summary document that, for each class, lists all assignments, assessments, and associated grades.

These requirements do not apply to students whose Independent Study agreements are for fewer than fifteen (15) school days in a school year.

VI. III. Additional Requirements for the Use of Independent Study

Any student who wishes to pursue an Independent Study agreement must first receive approval from the Principal in accordance with this Policy. Rocketship Public Schools shall abide by the following requirements under California law:

- The Independent Study program will be equivalent in quality and quantity to classroom instruction. (5 CCR 11701.5(a)) The provision of content shall be aligned to grade level standards that are provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction (EC 51747(c))
- I.S. students shall have the same access to existing services and resources as other students in the school in which the I.S. student is enrolled. (EC 51746, 5 CCR 11701.5(b))
- I.S. students shall have equal rights and privileges as students in the classroom program. EC 51746, 5 CCR 11701.5(c)
- An I.S. student shall be assigned a full day's worth of work equivalent to that which he/she would be assigned in a classroom setting. (5 CCR 11701.5(a))
- A certificated teacher shall generally supervise, coordinate, and evaluate the work of each I.S. student. (EC 51747.5)
- Rocketship schools shall not claim ADA for any I.S. student who is not a resident of the county in which the apportionment claim is reported or an adjoining county. (EC 46300.2 and 51747.3(b)) • Rocketship schools shall not provide I.S. students or their parents/guardians with funds or any other things of value that a school district could not legally provide to students who attend regular classes. (EC 51747.3(a)) . Providing access to connectivity and Rocketship-owned devices adequate to participate in an independent study program and complete assigned work,, or to participate in an independent study course, shall not be considered funds or other things of value for these purposes.

- Special education students shall not begin I.S. without an IEP (Individualized Education Program) that specifically provides for I.S. (EC 51745(c))
- Rocketship schools shall not claim ADA for a student's independent study prior to the date of the last required signature on the student's I.S. Agreement.
- Rocketship schools shall not claim ADA for any student if the time value of the student's work products for each assignment has not been personally judged by a certificated teacher (EC 51747.5(b))
- Assignments are **due on the day the student returns** from I.S., notwithstanding Section I above. However, Rocketship schools may accept I.S. assignments **up to five (5)** school days after the student returns from I.S. Assignments that are turned in more than five (5) school days after the student returns from I.S. will NOT be counted.
- Rocketship schools shall maintain files for each I.S. student containing the following:
 - All I.S. Agreements, including documents incorporated by reference (e.g., subsidiary agreements, assignment sheets, work records, grade level objectives, etc. as applicable). (5 CCR 11703(b)(3))
 - Representative work samples, with signed or initialed notations by the certificated teacher who made and evaluated the assignment and, if not one in the same, the supervising teacher. (5 CCR 11703(b)(3))
- Rocketship schools shall maintain a record of all I.S. students' attendance which is separate from classroom instruction attendance. (5 CCR 11703(b)(4))
- Rocketship schools shall maintain a list of I.S. teachers that includes their teaching assignments is maintained so that auditors can determine the teacher-to-ADA ratio. (EC 51745.6)
- All auditable materials are maintained for I.S. students for three years excluding the current fiscal year, except in the case of unresolved audit exceptions. (5 CCR 11700(l) and 11703(b))
- The school principal shall create a plan to transition pupils whose families wish to return to in-person instruction from independent study expeditiously, and, in no case, later than five instructional days (EC 51747(f))

Rocketship Public Schools shall comply with the Education Code Sections 51745 through 51749.3 and the provisions of the Charter School's Act and the State Board of Education regulations adopted there under.

The Principal shall establish regulations to implement these policies in accordance with the law.

Revised: 7/1/2021



RESOLUTION NO. 21-02
DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

WHEREAS, Rocketship Public Schools, including all California based school sites, has made reasonable efforts to recruit teachers who hold the appropriate credential for the assignment and

WHEREAS, Rocketship Public Schools has recruited persons holding an appropriate California credential from National University, Loyola Marymount University, Santa Clara University and University of California-San Francisco; and

WHEREAS, suitable individuals who meet the given priorities may not have been found; and

WHEREAS, AS, Rocketship Public Schools must adhere to the Education Code and the recruitment and hiring practices and priorities in AB4 71;

NOW, THEREFORE, BE IT RESOLVED that if a fully prepared teacher is not available Rocketship Public Schools will make reasonable efforts to recruit individuals in the following order:

- A candidate who is scheduled to complete initial preparation requirements within six months.
- A candidate who is qualified to participate in an approved internship or credentialing program in the region of the school district.

I hereby certify that the foregoing resolution was adopted by the Board of Directors of Rocketship Education at its meeting held July 15, 2021.

Date: _____

President of the Board