



Friday, May 20, 2022

Rocketship Public Schools National Board of Directors Meeting (2021-22 Q4)

Meeting Time: 11:30am

Webinar link: <https://rocketshipschools.zoom.us/j/84307021624>

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 the February 23, 2022 meeting of the Board of Directors
- B. Approve resolution extending emergency Brown Act procedures under AB 361
- C. Retroactively approve Second Interim Financial Reports for 10 San Jose 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, and Rocketship Rising Stars
- D. Approve amended and restated Articles of Incorporation
- E. Appoint Ken Kumer and Rob Elliott as advisors to the Business Committee through the end of May 2024
- F. Appoint Brooke Stafford-Brizard as advisor to the Achievement Committee through the end of May 2024
- G. Appoint Hugo Castaneda to the Rocketship Public Schools Board of Directors for a two-year term through May 2024
- H. Acknowledge selection of Clifton Larsen Allen as Rocketship 403(b) auditor
- I. Approve IRS Form 990 for Rocketship Education for fiscal year ending 6/30/21
- J. Approve Rocketship Public Schools Gift Acceptance Policy
- K. Approve the 2022-23 California and Tennessee Family Handbooks
- L. Designate Laura Kozel as a Director of the Launchpad Development Company

3. Agenda Items

- A. Public hearing 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
- B. Approve Resolution 22-06: Declaration of Need for Fully Certified Educators for Rocketship CA schools
- C. Approve licensing and affiliation agreements for Rocketship Public Schools-Texas

4. Closed Session

A. Public Employee Performance Evaluation Pursuant to Gov. Code Section 54957: CEO

5. Agenda Items (Contd.)

A. Public report on actions taken in closed session

6. 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.

RESOLUTION NO. 498.6-21
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, 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 May 20, 2022.

Date: _____

President of the Board



Texas Affiliation and Licensing Agreement

RPS Board

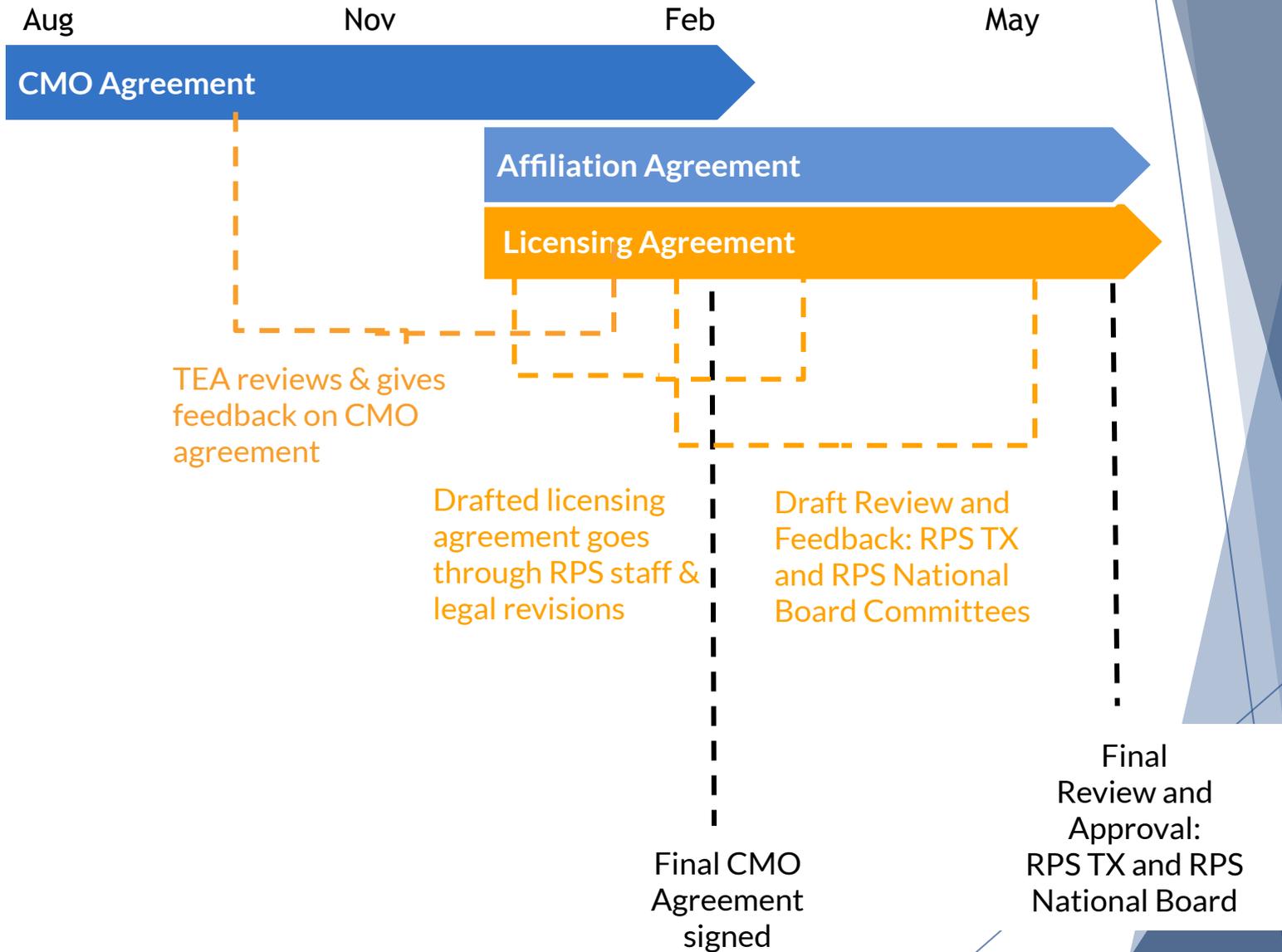
May 2022



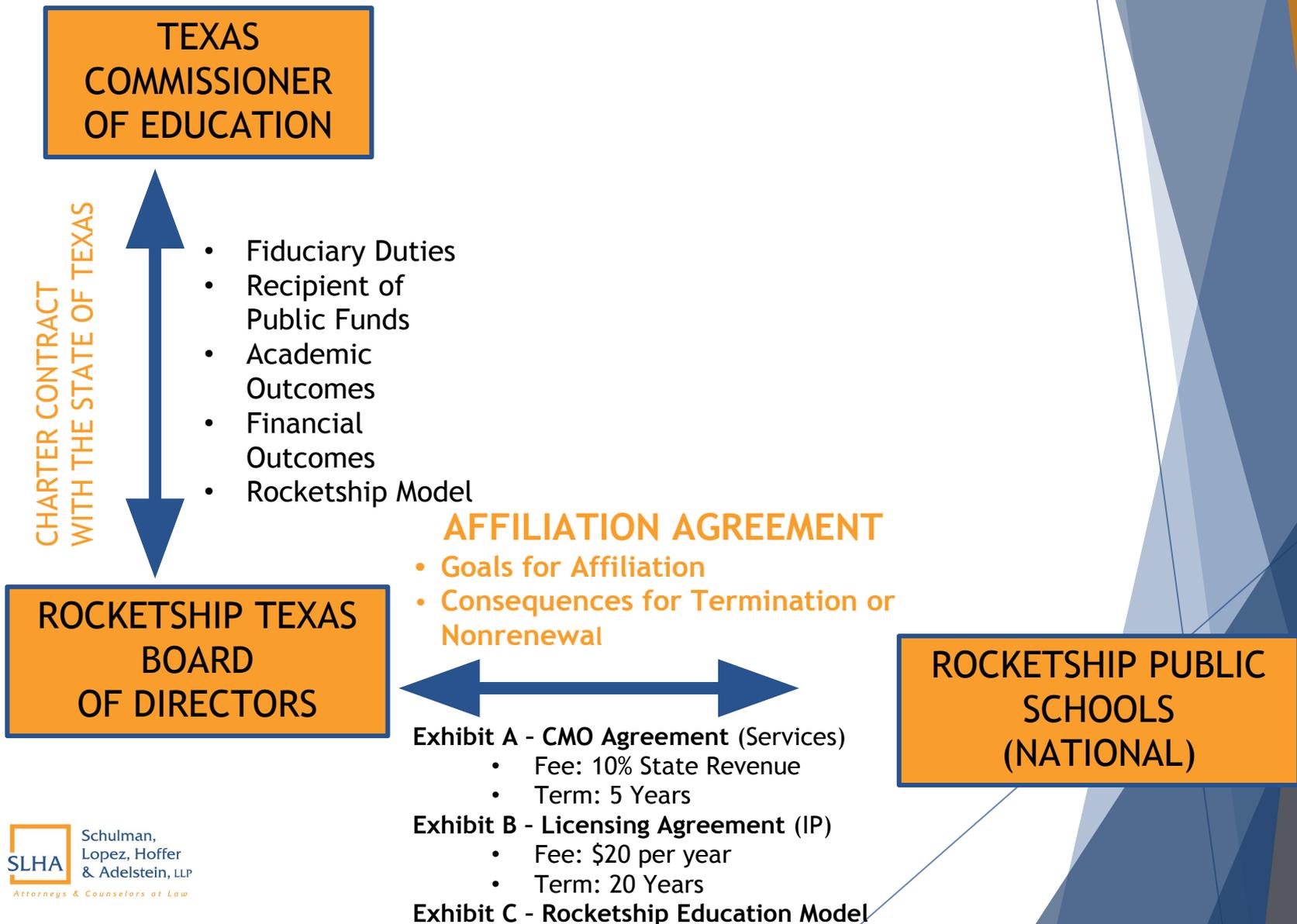
Agenda

- Overview of Texas Agreements
- Affiliation Agreement
- Licensing Agreement
- Board decision on Agreements

Timeline for Rocketship Texas Agreements



Overview: Entities and Agreements



Overview: Length of Term



Affiliation Agreement

Licensing Agreement

Initial TEA Charter Contract

Renewal TEA Charter Contract

Initial CMO Agreement

Renewal CMO Agreement

Texas Agreements work together to define the relationship between Rocketship Education and Rocketship Texas

Affiliation Agreement

- ▶ To **affirm** that both RPS & RPSTX are invested and want to work together in affiliation to replicate the Rocketship Model in Texas.
- ▶ To **confirm the necessity of two related legal agreements** necessary to fulfill the parties' intent: the CMO agreement and the licensing agreement
- ▶ To explicitly state the **parties' intention to replicate the Rocketship Education Model with fidelity** by explicitly naming applicable marks, copyrights, and trade secrets licensed to the Texas entity and expected to be followed in Texas schools
- ▶ **Termination fees** included, in case of early termination (i.e. either party "walks away"). Purpose of fees is to discourage termination of affiliation.

CMO Agreement

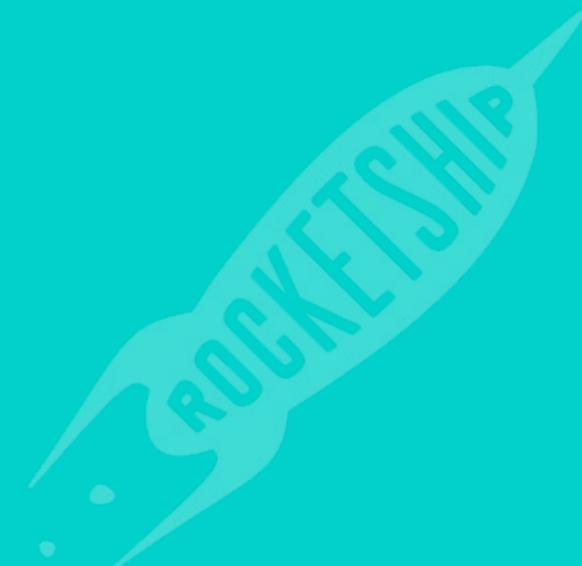
- ▶ Outlines responsibilities of each party including **services provided by RPS** and the **management fee**
- ▶ Texas board is the charter holder with fiduciary obligations to the State of Texas; it is **responsible to the standards of its authorizer** including for the academic and financial outcomes/accountability of the schools
- ▶ The **CMO is liable to Rocketship Texas for CMO's failure to meet its service duties and obligations** as set forth in the CMO Agreement. The CMO is not liable for any claims relating academic or financial performance RPS TX

Licensing Agreement

- ▶ Establishes **RPS as owner of all IP, including derivative works.**
- ▶ RPS TX receives **exclusive licensing** to use IP and **replicate the RPS model in TX.** They will pay a nominal \$20 annual fee in exchange for this right.
- ▶ Both parties to participate in an **annual 360 review** including **determination if additional IP should be included** in licensing agreement



Affiliation Agreement Overview



Goals of Affiliation

- ▶ To actualize the proposal in the Generation 26 charter application, which explicitly proposes to replicate the Rocketship Model in Texas, starting with at least two Rocketship schools in the City of Fort Worth
 - ▶ Exhibit A: CMO Agreement
 - ▶ Services
 - ▶ Exhibit B: Licensing Agreement
 - ▶ Intellectual Property (*Trademarks and Trade Secrets*)
 - ▶ Exhibit C: Rocketship Model
 - ▶ Educational Philosophy (*not Trade Secrets*)

Rocketship Model

RPS-TX will join the CMO Network and carry out its charter school operations and related activities in accordance with its charter contract with the State of Texas and aligned with the Rocketship practices, systems, tools, guidance as set forth in the summary description attached (the “Rocketship Model”). RE agrees to provide RPS-TX with the information, tools, guidance, instruction, and assistance to successfully implement the Rocketship Model.

Rocketship Model Description

1. Purpose and Impact
2. School Model
 - A. Personalized Learning: Classroom instruction, Teacher content specialization in rotational model, Learning Lab, Personalized Learning and Intervention System, Inclusive approach to special education, Social and Emotional Learning
 - B. Talent Development: Staffing Model, Professional Development and Coaching, Teacher Performance Management and Evaluation
 - C. Parent Power: Parent Volunteering, Family Communication and Feedback, Home Visits, Parent Organizing
3. School Culture including Core Values, Love of Learning, Joyful Environment, Relationships, Positive Behavioral Interventions and Supports, Launch, Community Meeting.

Annual Review

- ▶ Annual Meeting of “Key Leadership” by November 30
- ▶ “Key Leadership” including at least CEO RPS, CEO RPS-TX, two board members RPS, and two board members RPS-TX
- ▶ Agenda Items
 - ▶ Academic Performance of Rocketship Tx Schools
 - ▶ Financial Performance of Rocketship Tx Schools
 - ▶ Performance of Rocketship Schools across national network
 - ▶ CMO Services Performance to Tx Schools
 - ▶ TX alignment to the Rocketship Model and Licensing Agreement
 - ▶ Other topics “that the parties determine will improve and strengthen this affiliation that will inure to the benefit of the school children currently enrolled or who may be enrolled.”

Termination Fee: Texas to National

Reason for Termination Fee: Early termination of the Affiliation Agreement, License Agreement, or CMO Agreement by RPS-TX that is not mutually agreed to RE

Consequences of Early Termination:

- a) RPS TX will relinquish its license for and return any and all RE intellectual property.
- b) RPS TX will pay to RE liquidated damages as a transition fee in the amount of two (2) times the annual CMO management fee of the prior year to be paid out within 24 months of the effective date of termination
- c) If the Guaranty remains in effect at the time of termination (*i.e.*, Guaranty not terminated or extinguished by Lease terms or otherwise), RPS-TX shall either:
 - i. immediately exercise its purchase option under the Lease, or otherwise cause the Guaranty to be terminated, or
 - ii. provide an enforceable, commercially reasonable security instrument acceptable to RE (*e.g.*, a letter of credit from a federally-insured financial institution) in favor of RE in the amount of Base Rent for the period between the current Year and Year 5 of the lease as scheduled in Exhibit 3.1 of the Lease.

Termination Fee: National to Texas

Reason for Termination Fee: Early termination of the Affiliation Agreement, License Agreement or CMO Agreement that is not mutually agreed to by RPS-TX

Consequences for Early Termination:

- a. Provide funds sufficient for RPS-TX to transition to a new CMO and/or provide services directly to schools:
 - i. \$500,000 flat fee for expenses incurred to set up management services, and
 - ii. Additional fee equivalent to 60% of management fee for the prior fiscal year to be paid out monthly for year after termination

- b. If the Guaranty remains in effect at the time of termination (*i.e.*, Guaranty not terminated or extinguished by Lease terms or otherwise), agrees that any and all damages payable by RE under this section or under the CMO Agreement or Licensing Agreement, shall be held in abeyance until such time as RPST shall either
 - i. immediately exercise its purchase option under the Lease, or otherwise cause the Guaranty to be terminated; or,
 - ii. provide an enforceable, commercially reasonable security instrument acceptable to RE (*e.g.*, a letter of credit from a federally-insured financial institution) in favor of RE in the amount of Base Rent for the period between the current Year and Year 5 of the lease as scheduled in Exhibit 3.1 of the Lease.

Exclusivity

- RPS-TX is sole, exclusive licensee and operator of Rocketship schools in Texas
 - RPS-TX's license to operate Rocketship Schools shall become non-exclusive outside of the Fort Worth Area if it does not meet the following requirements: (a) within seven (7) years RPS-TX shall strategically plan for operation of at least one additional charter school outside of the Fort Worth Area and RPS-TX shall publicly announce its intention to expand outside of the Fort Worth Area with such announcement specifying the intended community or communities for expansion. (b) within ten (10) years RPS-TX shall begin operating at least one additional charter school campus outside of the Fort Worth Area.
- The Parties recognize that RE provides consulting services and access to online tools to other entities outside the RE network, and may in the future create new online tools and platforms for such third parties.
 - RE shall regularly inform the RPS-TX Board of Directors of its outreach initiatives to third parties in Texas. Such information should include the names of prospective partners in Texas and what services and tools that are being offered.
 - RE shall not contract with any third-party for performance of such services or provision of such tools or platforms within the State of Texas without RPS-TX consent, not to be unreasonably withheld. If the RPS-TX Board of Directors does not provide affirmative consent to RE within 45 school business days of its receipt of RE's request, then the request shall be deemed approved.
- Free services, tools or events provided nationally by RE to third parties are excluded from this condition.
- The online tool or service owned by RE and known by the Parties as "JetPacked" is also excluded from this condition, except as limited to the Fort Worth Area.

Licensing Agreement: Overview

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Core Elements: Licensing Agreement

- 20-Year Term
 - Matches 20-year term for Affiliation Agreement
- RE grants two exclusive licenses to RPS-TX within the State of Texas:
 - Trademark License – Schedule A
 - Licensed Marks
 - Licensed Goods and Services
- Similar to or Derived from Licensed Marks. If Licensee-Developed Marks are confusingly similar to or derived from the Licensed Marks, Licensors shall own all such marks or works.
- Jointly-Created Marks or Works. If the Parties jointly create service marks or trademarks, or other jointly-created works, the Parties shall meet and confer on relative ownership. If the Parties cannot agree on ownership share, then the Parties shall share ownership rights equally to such Jointly-Created Marks or Works.

Recommendation for Board Decision

In order to support our mutual goal of replicating the Rocketship Model in Texas, Rocketship Public Schools will enter into the Affiliation Agreement and Licensing Agreement with Rocketship Public Schools Texas substantially in this form. Management is authorized to make non-substantive revisions if necessary prior to signature.

The text of both agreements are included in the Board packet.