



Wednesday, March 22, 2023
Rocketship Public Schools Executive Committee (2022-23 Q3)

Meeting Time: 2:00pm

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. You will be recognized once the public comment time begins, and be permitted to make comment for a duration of up to 3 minutes.

Meeting Location: 2001 Gateway Place, Suite 230E San Jose, CA 95110

Teleconference locations:

950 Owsley Ave, San Jose, CA 95122

1700 Cavallo Rd, Antioch, CA 94509

2351 Olivera Rd, Concord, CA 94520

909 Roosevelt Ave, Redwood City, CA 94061

311 Plus Park Blvd Suite 130, Nashville, TN 37217

185 Spur Ridge Court, Healdsburg CA 95448

9112 Vendome Dr, Bethesda MD 20817

1060 Palo Alto Ave, Palo Alto, CA 94301

11011 W. Charleston Blvd, Las Vegas NV 89135

1. Opening Items

A. Call to order

B. Public comment on off-agenda items

2. Consent Items

A. Approve minutes from February 7,2022 Executive Committee meeting

3. Action Items

A. Approve Resolution #2023-02 to approve a Payment Guaranty by Rocketship Education for the benefit of the Charter School Growth Fund

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 Executive Committee (2022-23 Q3) (Tuesday, February 7, 2023)

Generated by Cristina Vasquez on Friday, February 10, 2023

1. Opening Items

A. Call to order

At 10:02am, Mr. Jordan took roll call. With a quorum of committee members present, Mr. Jordan called the meeting to order.

Present: Joey Sloter, Daniel Velasco, Alex Terman, Louis Jordan

Absent: --

B. Public comment on off-agenda items

At 10:03am, Mr. Jordan called for public comment. No members of the public were present.

2. Consent Items

A. Approve minutes from December 13, 2022 Executive Committee meeting

At 10:04am, a motion to approve consent items was made by Mr. Terman, seconded by Ms. Sloter, and carried unanimously by roll call vote.

Y: Joey Sloter, Daniel Velasco, Alex Terman, Louis Jordan

N: --

Abstain: --

3. Agenda Items

A. Recommend to the Rocketship Board of Directors approval of investments in Human Capital Management Systems

At 10:04am, the committee began discussion of agenda item 3(A). No action was taken.

4. Adjourn

At 11:18am, a motion to adjourn the meeting was made by Mr. Velasco, seconded by Ms. Sloter, and carried unanimously by roll call vote.

Y: Joey Sloter, Daniel Velasco, Alex Terman, Louis Jordan

N: --

Abstain: --

**RESOLUTION OF
THE EXECUTIVE COMMITTEE OF
THE BOARD OF DIRECTORS OF
ROCKETSHIP EDUCATION**

Dated as of March 22, 2023

Pursuant to (i) the Fifth Amended and Restated Bylaws of Rocketship Education (d/b/a Rocketship Public Schools), a California nonprofit public benefit corporation (the “Organization”), and (ii) the applicable provisions of the California Nonprofit Public Benefit Corporation Law, Cal Corp. Code Section 5110 (2001), the undersigned, being members of the Board of Directors of the Organization (the “Board”), who comprise the Organization's Executive Committee, hereby take the following actions and adopt the following resolutions:

AUTHORIZATION OF CSGF LOAN GUARANTY

WHEREAS, the CSGF Facility Fund III LLC, a Delaware limited liability Organization (“CSGF”), has agreed to extend a term loan with a maximum principal amount of \$1,000,000 (the “CSGF Loan”) to Launchpad Development Organization, a California not-for-profit corporation (“Launchpad”), pursuant to that certain Loan Agreement by between Launchpad and CSGF (the “CSGF Loan Agreement”);

WHEREAS, as a condition to providing the CSGF Loan and entering into the CSGF Loan Agreement, CSGF will require that the Organization enter into that certain Payment Guaranty (the “CSGF Guaranty”) in favor of CSGF, pursuant to which the Organization will guaranty and be liable for certain obligations and liabilities associated with the CSGF Loan;

WHEREAS, as an affiliate of Launchpad, the Organization will derive, directly or indirectly, a material financial benefit from CSGF’s making of the CSGF Loan to Launchpad; and

WHEREAS, the undersigned have determined that it is in the best interest of the Organization that the Organization enter into the CSGF Guaranty.

NOW, THEREFORE, BE IT RESOLVED, that the CSGF Guaranty, in substantially the form reviewed by the undersigned, be and hereby is approved and adopted; and

FURTHER RESOLVED, that the Organization be, and hereby is, authorized to (i) enter into and deliver the CSGF Guaranty and (ii) take all actions contemplated thereby.

GENERAL

FURTHER RESOLVED, that on behalf of the Board, the Executive Committee hereby authorizes any President, Chief Executive Officer, Vice President, Treasurer, Secretary, Assistant Secretary, any other officer of the Organization (collectively, the “Authorized Signatories”, and individually, an “Authorized Signatory”), to execute and deliver in the name and on behalf of the Organization, the CSGF Guaranty; and

FURTHER RESOLVED, that any Authorized Signatory and any other person or persons for or on behalf of the Organization designated by such Authorized Signatory is hereby authorized in the name and on behalf of the Organization to execute and deliver any such agreements, instruments, certificates,

letters, amendments or other documents and to do and perform any acts whatsoever which such Authorized Signatory may deem necessary, appropriate or desirable in order to effectuate the foregoing and the Executive Committee, on behalf of the Board, does hereby ratify, confirm and approve and adopt in all respects all acts heretofore done or performed by any such person in connection with the transactions approved by these resolutions.

IN WITNESS WHEREOF, the undersigned have duly executed this written consent as of the date first set forth above.

EXECUTIVE COMMITTEE OF THE BOARD OF DIRECTORS:

Louis Jordan

Daniel Velasco

Alex Terman

Jolene Slotter

PAYMENT GUARANTY

This **PAYMENT GUARANTY** (this “**Guaranty**”) is entered into as of the 29th day of March, 2023, by ROCKETSHIP EDUCATION, INC., a California nonprofit public benefit corporation, with offices at 350 Twin Dolphin Drive, Suite 109, Redwood City, CA 94065 (whether more than one “**Guarantor**”), for the benefit of CSGF FACILITY FUND III LLC, a Delaware limited liability company, with offices at 10901 W. 120th Ave, Suite 450, Broomfield, Colorado 80021, as well as its successors and assigns (the “**Lender**”).

RECITALS:

A. Pursuant to that certain Loan Agreement dated as of the date hereof (“**Loan Agreement**”) by and between Lender and LAUNCHPAD DEVELOPMENT COMPANY, a California nonprofit public benefit corporation, with offices at 350 Twin Dolphin Drive, Suite 109, Redwood City, CA 94065 (the “**Borrower**”), Borrower has requested that Lender make a Loan (as defined in the Loan Agreement) for the purposes set forth in the Loan Agreement. The Loan is evidenced by a promissory note (the “**Note**”), dated as of the date hereof, executed by Borrower in favor of Lender.

B. Guarantor will directly or indirectly derive a material financial benefit from the making of the Loan.

C. As a condition to the making of the Loan, Lender requires that Guarantor execute this Guaranty.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, and in order to induce Lenders to make the Loan to the Borrower, Guarantor hereby acknowledges, agrees and confirms that all of the above recitals are true, correct and complete and hereby covenants and agrees with Lenders as follows:

1. **Defined Terms** Capitalized terms used but not defined in this Guaranty shall have the meanings assigned to them in the Loan Agreement.

2. **Scope of Guaranty**. Guarantor absolutely and unconditionally guarantees to Lender the prompt and unconditional payment of the Indebtedness (collectively, the “**Guaranteed Obligations**”). As used in this Guaranty “**Indebtedness**” means all principal, interest, additional interest (including, without limitation, all interest accruing from and after the commencement of any case, proceeding or action under any existing or future laws relating to bankruptcy, insolvency or similar matters with respect to the Borrower), and all other sums of any nature whatsoever, which may or shall become due and payable pursuant to the provisions of either the Note, this Guaranty, or any other document or instrument evidencing, securing, or guaranteeing payment of the indebtedness evidenced by the Note (in whole or in part) or any other amount payable under any other document now or hereafter executed and delivered in connection with such Indebtedness or the Note (the Note, the Loan Agreement and each such other document and instrument, being collectively called the “**Loan Documents**”).

3. **Guaranty of Payment and Performance.** Guarantor's obligations under this Guaranty constitute an unconditional and continuing guaranty of payment and performance and not merely a guaranty of collection. Guarantor hereby irrevocably and unconditionally covenants and agrees that Guarantor is liable for the Guaranteed Obligations as a primary obligor.

4. **California State Public Funding.** Guarantor's obligations under this Guaranty shall not extend to involve or obligate any source of California state public funding or California revenue, including, without limitation, any form of California charter school funding, toward the satisfaction of any payment or obligation under this Guaranty.

5. **Unconditional Guaranty.** The obligations of Guarantor under this Guaranty shall be performed upon demand by Lender and shall be unconditional irrespective of the genuineness, validity, regularity or enforceability, in whole or in part, of the Guaranteed Obligations, the Note or any other Loan Document, and without regard to any other circumstance which might otherwise constitute a legal or equitable discharge of a surety, a guarantor or a borrower under applicable law. Guarantor's obligations under this Guaranty shall not be affected by: (i) modification of the Indebtedness or any Loan Document in any bankruptcy or insolvency proceeding or (ii) the fact that Lender may not have an allowed claim for the Indebtedness or the other obligations under the Loan Documents, against the Borrower, as a result of any bankruptcy or insolvency proceeding or otherwise.

6. **Modification of Loan Documents.** At any time or from time to time and any number of times, without notice to Guarantor and without affecting the liability or obligations of Guarantor, (a) the time for payment of the principal of or interest on the Indebtedness may be extended or the Indebtedness may be renewed in whole or in part; (b) the time for Borrower's performance of or compliance with any covenant or agreement contained in the Note or any other Loan Document, whether presently existing or hereinafter entered into, may be extended or such performance or compliance may be waived; (c) the maturity of the Indebtedness may be accelerated as provided in the Note or any other Loan Document; and (d) the Note or any other Loan Document may be modified or amended by Lender and Borrower in any respect.

7. **Joint and Several Liability.** If more than one person executes this Guaranty, the obligations of those persons under this Guaranty and any Other Guarantor shall be joint and several. Lender, in its sole and absolute discretion, may deal with any Guarantor in any manner, and no such action shall impair the rights of Lender to collect from any other Guarantor any amount guaranteed by Guarantor under this Guaranty.

8. **Reinstatement.** If at any time any payment of any amounts due under the Loan Documents by Borrower, Guarantor or any other Person is rescinded or must be otherwise restored or returned upon the insolvency, bankruptcy or reorganization of Borrower or Guarantor or otherwise, Guarantor's obligations hereunder with respect to such payment shall be reinstated as though such payment has been due but not made at such time.

14. **Incorporation.** Article VIII of the Loan Agreement are hereby incorporated by reference as if fully set forth herein.

9. **Successors and Assigns.** This Guaranty shall be binding upon Guarantor and its heirs, legal representatives, successors, successors-in-interest and assigns, as appropriate, and shall inure to the benefit of Lender and its successors, successors-in-interest and assigns. Guarantor may not assign or delegate its rights, interests or obligations under this Guaranty without first obtaining the Lender's prior written consent.

10. **Remedies Cumulative.** In the event of Guarantor's default under this Guaranty, Lender may exercise all or any one or more of its rights and remedies available under this Guaranty, at law or in equity. Such rights and remedies shall be cumulative and concurrent, and may be enforced separately, successively or together, and the exercise of any particular right or remedy shall not in any way prevent Lender from exercising any other right or remedy available to Lender. Lender may exercise any such remedies from time to time as often as may be deemed necessary by Lender.

11. **No Agency or Partnership.** Nothing contained in this Guaranty shall constitute Lender as a joint venturer, partner or agent of Guarantor, or render Lender liable for any debts, obligations, acts, omissions, representations or contracts of Guarantor.

12. **Further Assurances.** Guarantor shall at any time and from time to time, promptly execute and deliver all further instruments and documents, and take all further action that may be reasonably necessary or desirable, or that Lender may reasonably request, in order to protect any right or interest granted by this Guaranty or to enable Lender to exercise and enforce its rights and remedies under this Guaranty.

13. **Notices; Change of Guarantor's Address.** All notices given under this Guaranty shall be in writing and shall be sent in the manner set forth in the Loan Agreement, provided that notices to Guarantor shall be sent to the address below.

350 Twin Dolphin Drive, Suite 109, Redwood City, CA 94065

Guarantor agrees to notify Lender (in the manner for giving notices provided in the Loan Agreement) of any change in Guarantor's address within ten (10) Business Days after such change of address occurs.

14. **Waiver of Trial by Jury.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, EACH OF GUARANTOR AND THE LENDER (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS GUARANTY OR THE RELATIONSHIP BETWEEN THE PARTIES THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

15. **Time of the Essence.** Time is of the essence with respect to this Guaranty.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Guaranty or caused this Guaranty to be duly executed and delivered by its authorized representative as of the date first set forth above. Where required by applicable law, the undersigned intends that this instrument shall be deemed to be signed and delivered as a sealed instrument.

GUARANTOR:

ROCKETSHIP EDUCATION, INC., a California
nonprofit public benefit corporation

By: _____
Name: Preston Smith
Title: CEO

Rocketship Public Schools
Executive Committee

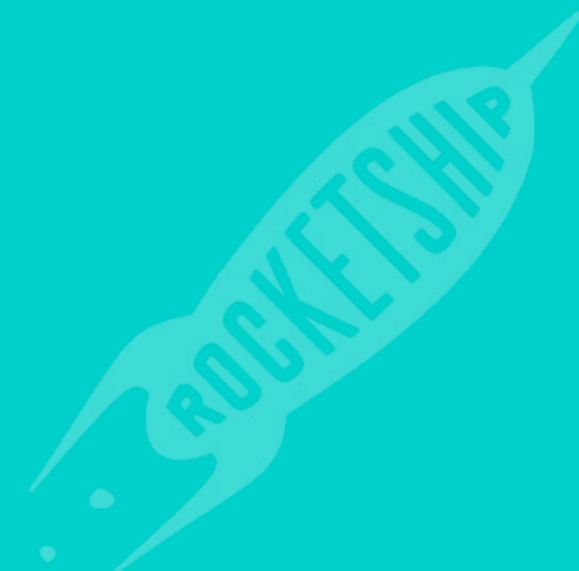
March 22, 2023



Agenda

1. Approve Minutes from February 7 Executive Committee Meeting
2. Approve Payment Guaranty by Rocketship Education for Charter School Growth Fund Loan

RTP Expansion Overview



RTP Expansion Project

Launchpad is undertaking a \$2.5M expansion project for RTP.

The expansion has been part of the long-term facilities plan for RTP and is necessary to:

- Create a gym and server
- Additional classroom space to grow enrollment to approximately 350 students
- Provide the programmatic spaces to fully implement the Rocketship model

The expansion will have a positive financial impact

- Incremental rent increase of approximately \$100K
- Enrollment increase of 50 students



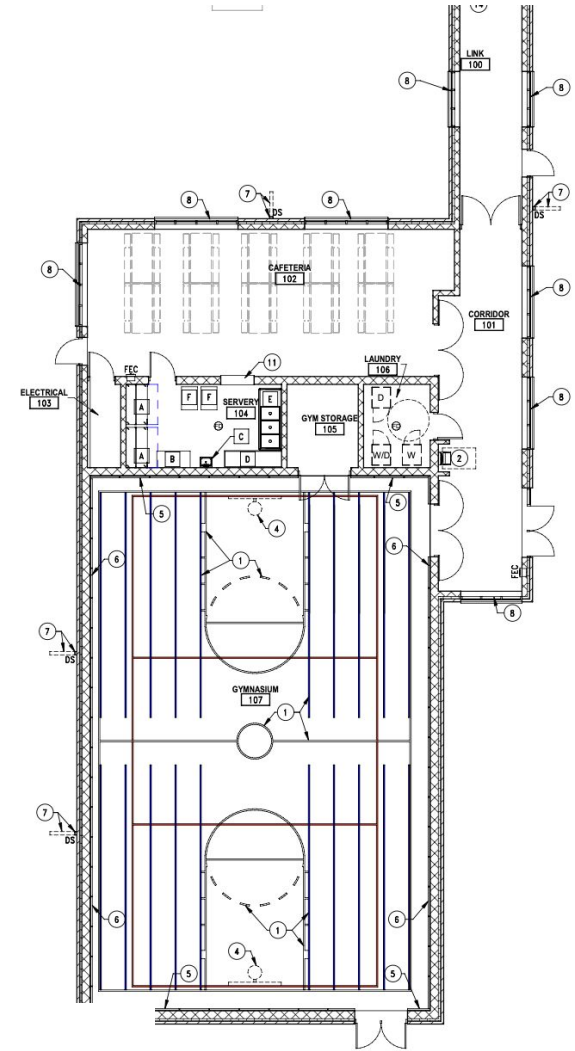
Design

4,800 sf addition

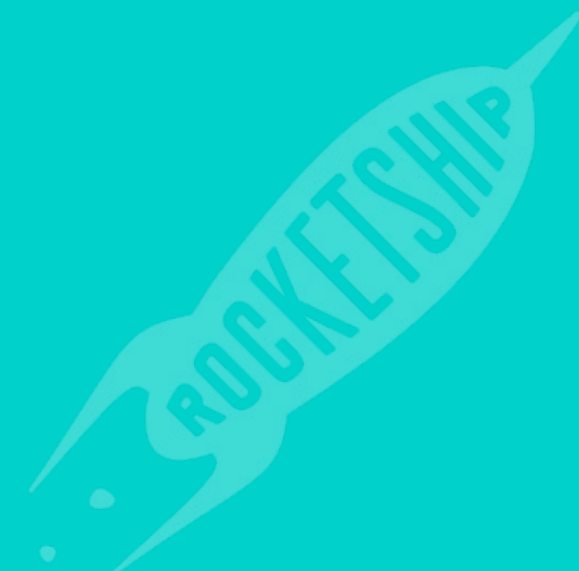
2,600 sf gym + cafeteria (shown w/ 80 seats)

Joined to the main building by a 30 foot corridor

Located and laid out to make future expansions towards 68th St. easier



RTP Expansion Sources and Uses



Expansion Sources and Uses

Source:	Amount	Notes	Use	Amount
IFF	\$4,000,000	15 years, 6.375%	Refinance existing debt	\$ 2,700,000
CSGF	\$1,000,000	4 years, 3%, interest only	GMP Contract	\$ 1,800,000
Equity from Land Sale	\$200,000	Subject to successful sale of one or both lots	Interior Subdivision	\$ 70,000
			Soft Costs	\$ 325,000
			Project Contingency	\$ 220,000
			Transaction Costs	\$ 85,000
Total	\$5,200,000		Total	\$ 5,200,000

CSGF Loan Guaranty

CSGF Loan Terms:

- \$1M loan
- 3% interest only
- 4 year

The loan is to Launchpad and CSGF requires a full guarantee from Rocketship.

Launchpad intends to take out the CSGF and IFF loans within the next four years with a long-term loan or bond issue.