



Wednesday, August 23, 2023

Rocketship Public Schools National Board of Directors Meeting (2023-24 Q1) - Day 1

Meeting Time: 1:00pm

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:

198 W Alma Ave. San Jose, CA 95110
2960 Story Rd San Jose, CA 95116
1700 Cavallo Road, Antioch, CA 94509
370 Wooster Ave. San Jose, CA 95116
70 S. Jackson Ave. San Jose, CA 95116
2351 Olivera Rd, Concord, CA 94520
331 S. 34th St. San Jose, CA 95116
788 Locust St., San Jose, CA 95110
950 Owsley Ave. San Jose, CA 95122
1440 Connecticut Drive, Redwood City, CA 94061
3173 Senter Road San Jose, 95111
2249 Dobern Ave. San Jose, CA 95116
683 Sylvandale Ave San Jose, CA 95111
311 Plus Park Blvd Suite 130, Nashville, TN 37217
3290 N. 44th St., Milwaukee, WI 53216
4732 Knoll Park Circle, Antioch CA 94531
2066 Cowden Ave, Memphis TN 38104

1. Opening Items

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

2. Consent Items

- A. Approve minutes from the June 8, 2023 meeting of the Board of Directors
- B. Approve Revised Fiscal Policies
- C. Approve the Memorandum of Understanding 2023-2024 ASES Program Grant and ELOP Grant
- D. Approval of Resolutions #2023-03 Re Consent to First Amended and Restated Charter (Articles of Incorporation) and Bylaws of Rocketship Education Tennessee (formerly incorporated as Rocketship Public Schools Tennessee)
- E. Reappoint Julie Miller and Malka Borrego to the Rocketship Public Schools Board of Directors through the end of August 2025
- F. Appoint Derwin Sisnett to the Launchpad Development Company Board
- G. Appoint Julie Miller and Yolanda Bernal Samano to the Rocketship Public Schools Executive Committee for the remainder of their term on the Rocketship Board of Directors

3. Agenda Items

- A. Board Updates (CEO, Board Chair, Committee Chairs, Executive Directors, Regional Chairs and Development)
- B. Approval of the revised 2023-24 Budget
- C. 2023-24 Student Achievement Response

4. Break

5. Agenda Items (Contd.)

- A. Review Rocketship Public Schools 5 Year Strategic Plan and approve the proposed Logic Model and Five Year Goals

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.

**Rocketship Public Schools Board of Directors
Summary of Consent Items - August 23, 2023**

Item 2A. Approve minutes from the June 8th, 2023 meeting of the Board of Directors

We held our last Board of Directors meetings on June 8, 2023 and this agenda item puts forth the minutes from those meetings for approval.

Item 2B. Approve Revised Fiscal Policies

This item is approval of the Rocketship Public Schools' fiscal policies. The policies have been reviewed by the Business and Audit Committees which have recommended them to the full board.

Over the last six months, we have developed a comprehensive set of fiscal policies. In preparing the policies, we reviewed those of several other high performing, large charter networks. They have also been reviewed by outside counsel and our auditors. These policies:

- Codify current practices.
- Create documented controls. Our current practices, while strong, are not all found in existing RPS documents.
- Add a few key elements that we do not currently have in place such as records retention and federal procurement.
- Establish roles and accountability for the board and management.
- Meet authorizer requirements.

These policies can be added to or amended over time. They will serve as the framework over which our internal procedures sit.

Item 2C. Approve the Memorandum of Understanding 2023-2024 ASES Program Grant and ELOP Grant

Please see the executive summary for this item after the Revised Fiscal Policies.

Item 2D. Approval of Resolutions #2023-03 Re Consent to First Amended and Restated Charter (Articles of Incorporation) and Bylaws of Rocketship Education Tennessee (formerly incorporated as Rocketship Public Schools Tennessee)

Please see the executive summary for this item after the Memorandum of Understanding 2023-2024 ASES Program Grant and ELOP Grant.

Item 2E. Reappoint Julie Miller and Malka Borrego to the Rocketship Education Board of Directors through the end of August 2025

These items reappoint these members to the Rocketship Public Schools Board of Directors, including to their current committees and officer positions, to avoid term expiry.

Item 2F. Appoint Derwin Sisnett to the Launchpad Development Company Board

Derwin Sisnett, Co-Founder & Partner, Maslow Development Inc.

Derwin Sisnett has spent the last fifteen years in community development, public education, and impact investing with a particular focus on coalescing and maximizing community assets. He is a cofounder and partner at Maslow Development Inc., a real estate & community development firm that advises, designs, and develops mixed-use communities anchored by high-quality schools.

Prior to Maslow, Derwin co-founded and served as the CEO of Gestalt Community Schools, a charter management organization that develops high-quality, community-based charter schools in Memphis, Tennessee. Honored by the White House and the U.S. Department of Education for improving school performance through community-based partnerships, GCS grew into one of the highest-performing networks of schools in Tennessee, anchoring over 40 acres of a mixed-use development that Derwin spearheaded, including a performing arts center and affordable housing.

Derwin holds a bachelor of arts in psychology from Emory University, a master of fine arts in creative writing from Hollins University, and a doctor of philosophy in educational psychology from the University of Memphis, where his arts based research examined the effects of the built environment on marginalized communities. He is a Broad Fellow and a Fellow of the Aspen Global Leadership Network, where he was selected as a Braddock Scholar.

Item 2G. Appoint Julie Miller and Yolanda Bernal Samano to the Rocketship Public School Executive Committee for the remainder of their term on the Rocketship Board of Directors

Julie Miller has been a member of the Rocketship Audit Committee since August 2020 and was appointed as chair in August 2021. She has also served on the Rocketship Board of Directors since August 2021.

Yolanda Bernal Samano has been a member of the Rocketship Board of Directors since March 2020 and has also served as chair of the Rocketship California Board Committee since June 2022.

Rocketship Public Schools National Board of Directors Meeting (2022-23 Q4) (Thursday, June 8, 2023)

Generated by Cristina Vasquez on Tuesday, June 13, 2023

1. Opening Items

A. Call to order

At 1:03pm, Mr. Jordan took roll call. With a quorum of board members present, Mr. Jordan called the meeting to order.
Present: Greg Stanger, Alex Terman, Mike Fox, Daniel Velasco, Charmaine Detweiler, Malka Borrego, Hugo Castaneda, Rajen Sheth, Brian Kilb, Louis Jordan, April Taylor, Ralph Weber
Absent: Ray Raven, Joey Slotter, Julie Miller, June Nwabara, Deja Gipson, Michelle Mercado, Yolanda Bernal Samano, Deb McGriff, Dan Sanchez

B. Public comment on off-agenda items

At 1:04pm, Mr. Jordan called for public comment on off-agenda items. No members of the public provided comment.

2. Consent Items

A. Approve minutes from May 24, 2023 meeting of the Board of Directors

B. Approve the 2023-24 School Instructional Calendar for Rocketship Schools in California and Tennessee

C. Approve the 2023-24 Rocketship Education Employee Handbook for California and Tennessee

D. Approve the Rocketship Education Board of Directors 2023-24 meeting calendar

E. Approve the Rocketship Education 2023-24 Family Handbooks for California and Tennessee

F. Approve the Rocketship Education 2023-24 Attendance Calendar for Rocketship Schools in California

G. Approve 2023-24 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, Rocketship Futuro, and Rocketship Delta Prep

H. Approve IFF Loan Subordination Agreement

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

J. Approve the PNC Collective Master Resolutions

At 1:04pm, Mr. Sanchez joined the meeting.

At 1:05pm, Mr. Stanger made a motion to approve the consent items. This motion was seconded by Mr. Velasco, and carried unanimously by roll call vote.

Y: Greg Stanger, Alex Terman, Mike Fox, Daniel Velasco, Charmaine Detweiler, Malka Borrego, Hugo Castaneda, Rajen Sheth, Brian Kilb, Louis Jordan, April Taylor, Ralph Weber, Dan Sanchez

N: --

Abstain: --

3. Agenda Items

A. Mission Moment

At 1:07pm, Kadeem Gill presented item 3(A), Mission Moment. No action was taken.

B. Board Updates (CEO, Board Chair, Committee Chairs, Executive Directors, Regional Chairs and Development)

At 1:11pm, the board discussed item 3(B), Board Updates. No action was taken.

C. Overview of School Safety Processes

At 1:48pm, Ben Carson and Eric Neumann presented item 3(C). No action was taken.

At 2:05pm, Alex Terman left the meeting.

D. Review and approve the California School Dashboard 2022-23 Local Indicator Data

At 2:21pm, Justin White presented item 3(D).

At 2:25pm, Ms. Borrego made a motion to approve item 3(D), California School Dashboard 2022-23 Local Indicator Data. This motion was seconded by Mr. Stanger, and carried unanimously by roll call vote.

Y: Greg Stanger, Mike Fox, Daniel Velasco, Charmaine Detweiler, Malka Borrego, Hugo Castaneda, Rajen Sheth, Brian Kilb, Louis Jordan, April Taylor, Ralph Weber, Dan Sanchez

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, Rocketship Futuro, and Rocketship Delta Prep

At 2:28pm, Maricela Guerrero presented item 3(E).

At 2:32pm, Mr. Stanger made a motion to approve item 3(E), Local Control Accountability Plans (LCAPs) for all California Rocketship schools. This motion was seconded by Ms. Detweiler, and carried unanimously by roll call vote.

Y: Greg Stanger, Mike Fox, Daniel Velasco, Charmaine Detweiler, Malka Borrego, Hugo Castaneda, Rajen Sheth, Brian Kilb, Louis Jordan, April Taylor, Ralph Weber, Dan Sanchez

N: --

Abstain: --

F. Approval of the 2023-24 Annual Plan and Budget, including all school-level budgets

At 2:47pm, Matt Shaw presented item 3(F).

At 3:40pm, Mr. Stanger made a motion to approve item 3(F), 2023-24 Annual Plan and Budget. This motion was seconded by Ms. Detweiler, and carried unanimously by roll call vote.

Y: Greg Stanger, Mike Fox, Daniel Velasco, Charmaine Detweiler, Malka Borrego, Hugo Castaneda, Rajen Sheth, Brian Kilb, Louis Jordan, April Taylor, Ralph Weber, Dan Sanchez

N: --

Abstain: --

4. Break

At 2:35pm, the board took a break.

At 2:37pm, Alex Terman rejoined the meeting and assumed the board chair role as Mr. Jordan had to leave the meeting.

5. Agenda Items (Contd.)

A. 5 Year Strategic Plan

At 3:41pm, Stephen Collier presented item 5(A). No action was taken.

At 4:30pm, Mr. Velasco left the meeting.

6. Closed Session

A. Conference with Legal Counsel -- Anticipated Litigation: Significant exposure to litigation pursuant to California Government Code § 54956.9. Number of cases: 1

At 4:32pm, Mr. Stanger made a motion to move to Closed Session. This motion was seconded by Mr. Fox, and carried unanimously by roll call vote.

Y: Greg Stanger, Alex Terman, Mike Fox, Charmaine Detweiler, Malka Borrego, Hugo Castaneda, Rajen Sheth, Brian Kilb, April Taylor, Ralph Weber, Dan Sanchez

N: --

Abstain: --

7. Agenda Items (Contd.)

A. Public Report on Actions Taken in Closed Session

At 4:53pm, Mr. Terman took roll call. With a quorum of committee members present, Mr. Terman called the open session meeting back to order.

Present: Greg Stanger, Alex Terman, Mike Fox, Charmaine Detweiler, Malka Borrego, Hugo Castaneda, Rajen Sheth, Brian Kilb, April Taylor, Ralph Weber, Dan Sanchez

At 4:53pm, Mr. Terman reported out that no actions were taken on item 6(A) during the closed session.

8. Adjourn

At 4:54pm, Mr. Weber made a motion to adjourn the meeting. This motion was seconded by Mr. Sanchez, and carried unanimously by roll call vote.

Y: Greg Stanger, Alex Terman, Mike Fox, Charmaine Detweiler, Malka Borrego, Hugo Castaneda, Rajen Sheth, Brian Kilb, April Taylor, Ralph Weber, Dan Sanchez

N: --

Abstain: --

Rocketship Public Schools

Fiscal Policies

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Introduction

The Governing Board of Rocketship Public Schools (the “RPS Board”) has reviewed and adopted the following fiscal policies to ensure the most effective use of the funds of RPS to support its mission and to ensure that the funds are budgeted, accounted for, expended and maintained appropriately.

Purpose of the Policies

As stewards of funds, both public and private, intended to further students’ education and achievement, all RPS personnel are responsible for adhering to and abiding by the outlined fiscal policies.

The fiscal policies shall document the financial operations of the Organization. Its primary purpose is to ensure that assets are safeguarded, that financial statements are in conformity with Generally Accepted Accounting Principles (GAAP), and that finances are managed with responsible stewardship.

Amending the Policies

This document contains the essential fiscal policies of RPS. From time to time, as additional matters require, or as changes to the policies are appropriate, management of RPS will propose amendments to the policies for review and approval by the RPS Board. The Board must approve any changes to the fiscal policies.

1.0 Accounting Standards

1.1 Basis of Accounting

Generally Accepted Accounting Principles (GAAP)

The accounting procedures used by the organization shall conform to Generally Accepted Accounting Principles (GAAP) to ensure accuracy of information and compliance with external standards.

Basis of Accounting

The organization will maintain financial reports throughout the fiscal year on an accrual-basis of accounting.

Fiscal Year

The RPS fiscal year is July 1-June 30.

1.2 Accounting Processes

1.21 Bank Reconciliations

Bank reconciliation and approval will occur on a monthly basis.

1.22 Stale Check Policy

Outstanding checks not cashed within 180 days are written off and a notice letter is sent to the payee.

Payees are encouraged to deposit or cash checks within 90 days of the issuance date. Payees will be contacted for any checks that have not yet been cashed after 90 days after the issuance date. Checks will be voided on or before 180 days after the issuance date.

1.23 Monthly Close

The Accounting team seeks to close all RPS books no later than 15 days after the end of the month.

1.24 Financial Reporting

The Finance and Accounting teams prepare financial reports for the purpose of monitoring RPS's financial health, performance against budget, and adherence to fiscal policies. Financial statements and performance against budget reports will be reviewed by the CFO and/or CEO on a monthly basis. They will be reviewed by the Business Committee of the Board of Directors on a quarterly basis.

1.25 Audit

The RPS Board will contract with a qualified independent certified public accounting firm to conduct an audit of the organization's financial statements in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards* issued by the Comptroller General of the United States, and, if applicable, the *U.S Office of Management and Budget's Circular A-133*. The selected audit firm must be familiar with these standards, related State of California and Charter School regulations, and the *Standards and Procedures for Audits of California K-12 Local Education Agencies Audit Guide* (which can be found at <http://eaap.ca.gov/audit-guide/current-audit-guide-booklet/>), in order to properly conduct the audit engagement. Further, the auditor must be selected from the State Controller's list of approved auditors for Local Education Agencies.

The RPS Board will approve and appoint the independent auditor. RPS Board reviews auditing firms every three (3) years but is not required to make any changes. After six consecutive fiscal years, the organization will contract with a new audit firm or require a change/rotation in audit partners in the seventh year, unless a waiver is obtained from the Educational Audit Appeals Panel. (Education Code 41020).

Audit Committee

The RPS Board will appoint an Audit Committee of one or more persons. The Audit Committee may not include any members of the staff of the corporation, including the president or CEO or the treasurer or CFO. In addition, any person with expenditure authorization or recording responsibilities within the organization may not serve on the committee.

The Audit Committee will be responsible for reviewing the results of the annual audit and developing a corrective action plan to address all relevant weaknesses noted by the auditor. Further, the Audit Committee will evaluate the auditor relationship and make recommendations to the Board regarding auditor selection or renewal.

The RPS Board will review and approve the audit no later than December 15.

1.26 Tax Compliance

Exempt Organization Returns

The RPS Board will contract with an external party to conduct the annual financial audit will prepare the annual Federal Form 990 and the California Form 199. The tax forms are to be filed no later than May 15 of each year unless otherwise extended. Note that there are, at times, special circumstances which may extend the filing date past May 15.

2.0 Internal Controls

The Finance and Accounting teams safeguard RPS's assets, implement management's internal policies, comply with applicable state and federal laws and regulations, and produce timely and accurate financial information. Further, as a publicly supported entity, RPS has additional responsibilities to ensure the public's confidence in and the integrity of our schools' activities.

2.1 Conflict of Interest

RPS has implemented a Conflict of Interest Policy to protect RPS’s interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or Director of the Corporation. This policy is intended to supplement but not replace any applicable state laws governing conflicts of interest applicable to nonprofit and charitable corporations.

2.2 Lines of Authority

Board of Directors Authority

The board of directors shall have the sole authority to:

- Approve the fiscal policies and delegate administration of the policies to the Chief Executive Officer (CEO).
- Approve the opening and closing of bank accounts and the list of authorized signers and the organization address on record.
- Approve all third-party loans.
- Approve the annual budget.
- Review annual and quarterly financial statements, and budget-to-actual variance analysis.
- Conduct a review of the CEO's performance annually and establish their salary.
- Commission the annual financial audit by an independent third party auditor approved by the State of California.
- Approve the annual financial audit by December 15.
- Designate another officer to perform the duties of the CEO in the case of absence.

Financial Responsibilities and Accountability Summary:

Role	Responsibilities	Accountability
Governing Board	<ul style="list-style-type: none"> ● Approve annual budget submitted by CFO ● Review financials on a quarterly basis ● Contract for audit annually ● Approves intercompany and intracompany grants and loans, including management fee deferrals 	<ul style="list-style-type: none"> ● Hold CEO/CFO accountable for financial management and for staying within budget ● Review CEO performance and set compensation
CEO/CFO	<ul style="list-style-type: none"> ● Create annual organizational budget ● Monitor to stay within approved budget ● Fiscal management, training and oversight 	<ul style="list-style-type: none"> ● Hold budget owners accountable for staying within budget and for execution of fiscal policies

Role	Responsibilities	Accountability
CFO	<ul style="list-style-type: none"> Responsible for all oversight of RPS's financial management and planning for its ongoing sustainability Develop the annual budget Oversee the Business Team and responsibility for all functions that fall within the department. Ensure adequate internal control and segregation of duties Cash flow management Structure and negotiate loans/bonds 	<ul style="list-style-type: none"> Oversees the adherence to all internal controls.
National Leadership Team	<ul style="list-style-type: none"> Create departmental budgets Monitor to stay within approved budget 	<ul style="list-style-type: none"> Hold team accountable for staying within budget, and for execution of fiscal policies
EDs	<ul style="list-style-type: none"> Create regional budgets 	<ul style="list-style-type: none"> Hold principals accountable for staying within budget, and for execution of fiscal policies
Principals	<ul style="list-style-type: none"> Create school budget Monitor to stay within approved campus budget Fiscal management and oversight at a school level 	<ul style="list-style-type: none"> Hold team accountable for staying within budget, and for execution of fiscal policies

2.2 Segregation of Duties

The organization's financial duties shall be distributed among multiple people to help ensure protection from fraud and error. The distribution of duties aims for maximum protection of the organization's assets while also considering efficiency of operations.

To properly segregate duties, invoice approval, payment, check signing, and contracting authority is subject to the following thresholds:

Contracting Authority requirement	Value	Regional Contracts * (entered into by regional entities)	National Contracts
<i>Contract's price or reasonable value</i>	up to 5K	Associate Director	Associate Director
	up to 10K	Director, Schools or AD/Director of Operations	Director
	10K < 25K	Senior Director/VP	Senior Director/VP
	25K < 50K	Executive Director	Chief-level Officer (e.g. Chief People Officer) Launchpad Executive Director
	50K < 100K	CEO or CFO	CEO or CFO
	100K < 500K	CEO and CFO	CEO and CFO
	500K < 1M	CEO or CFO AND Board Chair or Chair of Finance Committee	CEO or CFO AND Board Chair or Chair of Finance Committee
	>\$1M	Board of Directors or Business Committee	Board of Directors or Business Committee or Executive Committee
<i>All Real Estate Leases 3+ years</i>	<i>Regardless of value</i>	CEO or CFO with board approval	CEO or CFO with board approval

*Regional boards grant authority to the CEO and CFO for approvals.

Invoice/Payment Approval	Value	Regional Invoices/Payments (entered into by regional entities)*	National Invoice/Payments
	up to 5K	Principal or AD	AD
	up to 10K	Director, Schools or AD/Director of Operations	Director
	10K < 25K	ED	Senior Director/VP
	25K < 50K	ED	Chief or General Counsel Launchpad Executive Director
	50K < 100K	CEO or CFO	CEO or CFO
	100K < 500K	CEO <u>and</u> CFO	CEO <u>and</u> CFO
	500K < 1M	CEO or CFO AND Board Chair or Chair of Finance Committee	CEO or CFO AND Board Chair or Chair of Finance Committee
	>\$1M	Board of Directors or Business Committee	Board of Directors or Business Committee or Executive Committee

*Regional boards grant authority to the CEO and CFO for approvals.

Approval authority can be delegated to another member of the RPS Leadership Team in the event that one of the approvers is out of the office. In the event that the CEO or CFO is not available, the Board Chair or Chair of the Business Committee may approve in their place.

2.3 Record Keeping

Financial records will be retained for a minimum of seven years or as outlined in tables below. This policy is designed to ensure compliance with federal and state laws and regulations, to eliminate inadvertent destruction of records and to facilitate RPS's operations.

Document Retention Schedule

The following types of documents will be retained for the following periods of time. At least one copy of each document will be retained according to the following schedule. Electronic copies suffice unless a hard copy is required by law.

Corporate Records

Article of Incorporation to apply for corporate status	Permanent
IRS Form 1023 (in the USA) to file for tax-exempt and/or charitable status:	Permanent

Bylaws	Permanent
State Application for Tax Exempt Status (Form 3500)	Permanent
Letter of Determination (for example, from the IRS in the USA or the state) granting tax exempt and/or charitable status	Permanent
Board Policies	Permanent
Resolutions	Permanent
Board and Committee Meeting agendas and minutes	Permanent
Sales Tax Exemption Documents	Permanent
Tax or employee ID Number Designation	Permanent
Annual Corporate Filings	Permanent

Financial Records

Chart of Accounts	Permanent
Fiscal Policies	Permanent
Audits	Permanent
Financial Statements	Permanent
General Ledger	Permanent
Check Registers/Books	7 years
Business Expenses Docs	7 years
Bank Deposit Slips (or equivalent retained by financial institutions)	7 years
Cancelled Checks (or equivalent retained by financial institutions)	7 years
Invoices	7 years
Investment Records (deposit, earning, withdrawals)	7 years
Property/asset inventories	7 years
Petty cash receipts /documents	7 years
Credit card receipts	7 years

Tax Records

Annual Tax Filing for the organization (IRS Form 990 in the USA)	Permanent
FTB Annual Form 199	Permanent
Payroll Registers	Permanent
Filings of fees paid to professionals (IRS Form 1099 in the USA)	7 years
Payroll tax withholdings	7 years
Earnings records	7 years
Payroll tax returns	7 years
W-2 statements	7 years

Personnel Records

Document	Time Period
Recruitment, Hiring and Job Placement Records <ul style="list-style-type: none"> • Job applications • Resumes • Letters of recommendation • Other job inquiries sent to the Charter School • Job advertisements/postings • Results of non-medical pre-employment tests • Offers of employment • Employment agreements • Signed pre-employment disclosures (employee handbook acknowledgment, complaint procedures, etc.) • Employee training (harassment prevention, mandated reporting, etc.) • Employee certificates, credentials, licenses, and other evidence of qualifications • Evidence of criminal background check 	3 years after separation, or for the duration of any claim or litigation regarding hiring practices
Employee Performance and Other Personnel Records <ul style="list-style-type: none"> • Job descriptions • Training and testing • Performance goals • Performance evaluations • Written feedback and commendations • Promotions and demotions • Letters of reprimand and discipline • Performance Improvement Plans • Termination, resignation, lay-offs, etc. 	3 years after separation

<ul style="list-style-type: none"> • Notices and letters 	
<p>Employee Medical Leave Records (PDL, FMLA, CFRA, etc.) *</p> <ul style="list-style-type: none"> • Requests for leave • Health care provider notes • Leave calculations • Records of disputes regarding leave • Employee benefits related to leave • Leave policies 	<p>3 years after separation</p> <p>* Records that contain employee confidential medical information should be retained in a separate, secure file.</p>
<p>Employee Wage Records</p> <ul style="list-style-type: none"> • Employment agreements • Wage rates and calculations • Shift schedules (hours and days) • Time cards • Individual calculations for absences, sick days, vacation days, etc. • Itemized wage statements/pay stubs 	<p>3 years after separation</p> <p>Note: If a record is both a wage record and a payroll record, follow the longer retention period.</p>
<p>Employee Payroll Records</p> <ul style="list-style-type: none"> • Employee name, address, age, and occupation • Individual wage records • Regularly hourly rate • Hours worked (daily/weekly) • Weekly overtime earnings • Daily and weekly straight time earnings • Deductions from or additions to wages • Wages paid each pay period • Pay dates and pay periods • Unemployment Insurance Records 	<p>4 years, generally</p>
<p>Employment Eligibility (I-9 Forms)</p>	<p>The later of (a) 1 year after separation, or (b) 3 years from date of hire.</p>
<p>Employee Health Records*</p> <ul style="list-style-type: none"> • First-aid records • Job injuries (causing loss of work time) • Drug and alcohol test records 	<p>5 years after separation</p> <p>* Records that contain employee confidential medical information should be retained in a separate, secure file.</p>
<p>Employee Workers' Compensation Records</p> <ul style="list-style-type: none"> • Copies of claim forms • Reports of occupational injury or illness • Letters of denial of benefits • Reports to the Division of Workers' Compensation • Benefits paid • Estimates of future benefits 	<p>5 years after date of injury and 2 years after claim has been closed.</p> <p>* Records that contain employee confidential medical information should be retained</p>

<ul style="list-style-type: none"> • Applications to the Workers' Compensation Appeals Board • Orders and Awards of the Workers' Compensation Appeals Board 	in a separate, secure file.
Employee Benefit Records <ul style="list-style-type: none"> • Benefits elections • Beneficiary designations • Eligibility determinations • COBRA notices • Summary plan descriptions • Other welfare benefit plan information (life, health, disability, long-term care, post-retirement medical) 	6 years after separation, but not less than 1 year following a plan termination. * Records required to determine retirement benefits, including 401(k) and similar plans, must be kept indefinitely.
<p>Note: For simplicity, RPS may choose to keep the majority of an employee's personnel file and other records for the duration of employment plus seven (7) years. This time period covers nearly every law, with the exception of three (3) types of records, as outlined above, that must be removed from a file before it is disposed of and retained for a longer duration:</p> <p>Pension and welfare plan information (6 years) First aid records of job injuries causing loss of work time (5 years) Safety and toxic or chemical exposure records, including safety data sheets (30 years)</p>	

Insurance Records

Property Insurance Policy	Permanent
Directors and Officers Insurance Policy	Permanent
Workers' Compensation Insurance Policy	Permanent
General Liability Insurance Policy	Permanent
Insurance Claims Applications	Permanent
Insurance Disbursements/ Denials	Permanent

Contracts

All insurance Contracts	Permanent
Employee Contracts	7 years after termination
Construction Contracts	Permanent
Legal Correspondence	Permanent
Loan/mortgage and Real Estate Documents	Permanent

Leases/Deeds	Permanent
Vendor Contracts	7 years from completion or conclusion of service
General and all other Contracts	7 years from completion or conclusion of service

Donations / Funder Records

Grant Dispersal Contract and any related documents	Permanent
Donor Lists	7 years
Grant Applications	7 years
Donor Tax Letters	7 years

Management Plans and Procedures

Strategic Plan	7 years
Staffing, programs, marketing, finance, fundraising and evaluation plans	7 years
Vendor Contracts	7 years
Disaster Recovery Plan	7 years

2.4 Gift Acceptance

Purpose

As a not-for-profit organization exempt as a public charity under Section 501(c)(3) of the Internal Revenue Code, Rocketship Public Schools encourages the solicitation and acceptance of gifts for purposes that will assist Rocketship Public Schools to further and fulfill its mission.

The purpose of this Policy is to govern the acceptance of gifts by Rocketship Public Schools and to provide guidance to the Board, the CEO, and prospective donors when making gifts to Rocketship Public Schools. The provisions of this Policy shall apply to all gifts received by Rocketship Public Schools for any of its schools, programs or services, and to the acceptance of gifts made to Rocketship Public Schools or for the benefit of any of its schools or programs.

Restrictions on Gifts

Rocketship Public Schools will accept unrestricted gifts, and gifts for specific schools, programs and purposes, provided that such gifts are consistent with Rocketship Public Schools' mission, purposes, and priorities. Rocketship Public Schools will not accept gifts that are too restrictive

in purpose. Gifts that are too restrictive are those that violate the charitable and educational trust of Rocketship Public Schools, or that are accompanied by an improper economic benefit to the donor or vest the donor with inappropriate control or influence. When practicable, restricted monetary or other gifts should be accepted with formal caveat acknowledged by donor that it may be converted to unrestricted if the donor's intended restriction cannot be met or is no longer in best interest of RPS.

Use of Legal Counsel and Other Professional Assistance

Rocketship Public Schools shall seek the advice of legal counsel or other professional advisors (such as an accountant, financial advisor or professional money manager) when appropriate and as recommended in this Policy relating to the acceptance of certain types of gifts. Generally, Rocketship Public Schools shall seek the advice of legal counsel in all matters pertaining to the acceptance of any gift which may have adverse legal, ethical (including a potential conflict of interest), or other consequence of concern to Rocketship Public Schools.

All prospective donors shall be urged and encouraged by Rocketship Public Schools to seek and secure the assistance of independent legal, tax and financial advisors in matters relating to their gifts and the resulting tax and estate planning implications. Rocketship Public Schools shall not pay the legal fees or any professional fees of the donor in connection with a gift to Rocketship Public Schools. Rocketship Public Schools shall not provide any opinion, statement or recommendation to the donor as to the tax deductibility of the gift or as to any tax consequences or tax implications of the gift that may affect the donor.

It shall be the responsibility of the donor to secure an appraisal of property where required by RPS. The donor shall pay any fees associated with securing such appraisal.

Types of Gifts

The following types of gifts are generally acceptable:

1. Cash Donations
2. Testamentary Bequests
3. Charitable Remainder Trusts
4. Charitable Lead Trusts
5. Tangible Personal Property
6. Life Insurance/Life Insurance Beneficiary Designations
7. Retirement Plan Beneficiary Designations
8. Securities
9. Real Estate

The following types of gifts are generally not acceptable:

1. Charitable gift annuities
2. Pooled income funds

Valuation of Gifts

Rocketship Public Schools shall record a gift received by Rocketship Public Schools at its valuation for gift purposes on the date of gift and in accordance with Generally Accepted Accounting Principles ("GAAP").

IRS Filing Upon Sale of Gift

Rocketship Public Schools is responsible for filing IRS Form 8282 upon the sale or disposition of any non-cash donated property sold by Rocketship Public Schools within three years of receipt where the charitable deduction value of the item was \$5,000.00 or greater. Rocketship Public Schools must file such form within IRS-required timelines. The Chief Financial Officer shall be responsible for the recordation and filing of this form to the IRS.

Written Acknowledgment of Gifts and Contributions

Rocketship Public Schools will provide written acknowledgement of all gifts in compliance with the current IRS requirements. The Chief Financial Officer shall be responsible for ensuring compliance with IRS requirements regarding acknowledgments. Under no circumstance shall RPS accept a donation of any real property interest without advice of legal counsel and RPS Board approval. The RPS Board recognizes the risks associated with acceptance of real estate.

3.0 Financial Management

3.1 Budgeting Process

The CFO will prepare an annual budget and multi-year forecast each year for presentation to the board of directors. The preliminary annual budget is to be reviewed and approved by the RPS Board prior to the start of each fiscal year. During the first quarter of the fiscal year, the CFO will prepare updates to the budget based on the latest information on enrollment, funding sources, staffing, and operational costs. The RPS Board will review and approve this updated budget, which will be used for reporting purposes (e.g., tracking actual vs. budgeted CINA) for the remainder of the fiscal year.

The CFO will work together with national and regional leadership to ensure that the annual budget is an accurate reflection of RPS's strategic priorities, programmatic and infrastructure goals for the coming year. The CFO's budget proposal will include any significant capital expenditure projects (significant is defined as over \$500K), as well as any proposed intercompany or intracompany grants or loans, including management fee deferrals.

As part of the budget, the CFO will propose a target change in net assets ("CINA") for the national office and each region to meet strategic goals and/or comply with existing loan covenants.

3.2 Borrowing and Loaning Funds

The assumption of debt, including lines of credit or loans from banks and other financial lenders, shall be approved by the Board of Directors. Board authorization for a line of credit provides management with the discretion to draw on the line as needed. Management may establish lines of credit with suppliers as needed, without board approval, within the purchasing and contract approval thresholds detailed above.

The extension of credit by Rocketship, including intercompany (e.g., to Rocketship Texas) and intracompany (e.g., to Rocketship Wisconsin) loans or management fee deferrals, which remain in effect across fiscal years shall be approved by the Board of Directors.

3.3 Operating Cash Reserves

The organization will ensure adequate cash balances to meet annual cash flow needs. The CFO will monitor the organization's cash balance and will report the cash balance to the CEO on a monthly basis and to the Business Committee of the Board on a quarterly basis.

It is the responsibility of the CEO and the Governing Board to understand the organization's cash situation and it is the responsibility of the CFO to prioritize payments as necessary to manage cash flow.

The RPS Board may restrict a portion of the operating cash reserve fund for strategic goals.

The RPS Board may develop an additional Operating Cash Reserve Policy to specify use of the Operating Cash Reserves.

3.4 Insurance

The organization will maintain adequate insurance with high quality insurers at all times for:

- General Liability
- Property
- Workers' Compensation
- Employment Practices
- Professional Liability
- Directors' and Officers' Coverage
- Other coverages required by charter authorizers
- Umbrella and student accident policies are considered prudent add-ons.

4.0 Revenue & Accounts Receivable

RPS receives funding from numerous state and federal sources. Some of these funding sources have specific limitations on how the funds can be spent, as well as how these expenditures must be recorded and reported to the granting authority. Restricted funds are awarded to RPS on the basis of a unique award from the respective state or federal agency. RPS staff should always consult the requirements for a particular grant or award before expending restricted funds.

4.1 Cash Receipts

Cash receipts (including check or cash payments received via mail or in person and deposits received via Electronic Fund Transfer) shall be recorded completely and accurately to prevent the misappropriation of assets. Further, cash collection, reconciliation, and deposit duties

should be segregated to provide proper financial controls. No one person will participate in all actions associated with cash receipts.

RPS schools regularly collect cash for meal bills, fundraisers, field trips, uniforms, and other purposes.

Cash collected at the school site is considered school revenue and must be accounted for accordingly. Cash may not be used as “petty cash” or otherwise spent before being reconciled and deposited.

Reconciliations and deposits must be completed per the instructions provided by the RPS Finance & Accounting Department.

Only Rocketship staff are permitted to handle cash and checks collected at a school site. Cash and checks must be kept at all times in a designated, secure, locked cabinet or safe. Only authorized school staff should have access to the locked cabinet or safe.

Schools must deposit cash and checks weekly. If no cash or checks have been collected that week, the school should submit a deposit form indicating that no cash/checks were collected. If for some reason a school cannot submit a weekly deposit, the school must inform the Regional Director of Operations.

Under no circumstances should cash remain at a school site for more than 10 school days. In TN, cash cannot remain at the school for more than 3 days.

5.0 Expense & Accounts Payable

5.1 Purchases & Procurement

RPS shall procure only those goods and services that are required to perform the mission and/or fill a bona fide need. Guiding the purchase of all goods and services will be: (a) price, (b) quality and (c) dependability. Particular vendors may be chosen for any one or any combination of these factors. In addition, RPS will take affirmative steps to assure that minority businesses and women's business enterprises, are used when possible. However, at all times, the selection of a particular good, service or vendor shall be with the intention of maintaining a top-quality school. When engaging in procurement activity, RPS staff shall aim to:

- Remain impartial in the selection process, focusing only on the merits of the supplier/contractor proposals and applicable related considerations such as delivery, quantity, etc.
- Make all purchases in the best interests of RPS and its funding sources.
- Obtain quality supplies and services needed for delivery at the time and place required.
- Buy from responsible, reputable, and dependable sources of supply.
- Obtain best value for all expenditures.
- Deal fairly and impartially with all vendors.

- Be above appearance of unethical behavior at all times; avoid any conflict of interest, related parties, or the appearance of a conflict of interest in school/supplier relationships.
- Follow the guiding principles of internal controls to minimize the risk of fraud, including appropriate segregation of duties and adherence to the school's policies covering authorization to enter into financial commitments.

Related Parties

All employees participating in the making of a contract and Board members must disclose relationships with known proposed or current vendors to determine whether the relationship should be considered a related party transaction. RPS applies the definition of "related party" used by the IRS regulation section 267(b), which includes immediate family members of and legal entities owned or controlled by the employee or board member. The CEO must review any potential related party transactions and has the right to request additional information (e.g., fair market value assessments) to determine whether the transaction is in the best interest of RPS. The CEO must disclose any related party transaction over \$10,000 to the Board of Directors for review. If the related party transaction involves the CEO, the Board shall perform all pertinent due diligence procedures related to the transaction, including identification of alternatives to the transaction. The CEO should not participate in the Board's deliberation or action.

Contract Goods and Services

When and where possible, RPS will enter contracts for goods and services that specify in detail what is included and excluded from the scope of the contract, the agreed delivery, payment terms, and other standard contractual terms and legal protections. To the extent possible, contracts should provide for monthly payment, with at least 30 days from the date of the invoice to make payment. Contracts can be negotiated by a member of the Network Executive Team or their designee with the contracting amount thresholds described herein.

RPS requires completion of Form W-9 for all new vendors (except local, state or federal government entities) before payment can be initiated for the vendor. Information collected from the W-9 should include the vendor social security number or federal tax identification number, address and other pertinent contact information.

Competitive Contract Selection

When a product or service is to be purchased that is valued or priced at, or reasonably estimated to be more than \$25,000, the authorized decision maker shall make every reasonable effort to secure quotes and product specifications from at least two providers of the service or product or similar product or make other acceptable efforts to ensure that RPS is receiving the best value for the purchase. The authorized decision maker shall select from among these quotes and maintain evidence of the quotes and/or other information that informed the purchasing decision. Professional service contracts such as special education contracts are excluded from the requirement to seek multiple bids or proposals; however, nothing shall preclude RPS from seeking such multiple bids or proposals for these contracts. Additionally, furniture purchases may be excluded from the requirement to seek multiple bids when it is determined that a particular vendor offers a unique product that meets the quality and design specifications of RPS and the product price is judged to be reasonable based on comparisons of similar furniture from other vendors. In the event that bids are not obtained, the purchaser

must provide a sole source justification. Notwithstanding the foregoing, adherence to local agency “piggyback” contract prices and procedures for goods contracts meets these requirements.

All procurement involving federal funds will be conducted in accordance with the Code of Federal Regulations, Title 34 (Education), Section 74, which states in part: “All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition”, or other law applicable to the funding source. RPS shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. For federally funded purchases, in order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids or requests for proposals shall be excluded from competing for procurements. Awards must be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is the best value to RPS, price, quality and other factors considered. Solicitations shall clearly establish all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by RPS. Any and all bids or offers may be rejected when it is in RPS interest to do so.

Furthermore, RPS shall:

- Avoid purchasing unnecessary items
- Where appropriate, analyze lease and purchase alternatives to determine which would be the most economical and practical procurement; or
- Solicit for goods and services providing for all of the following, where applicable:
 - A clear and accurate description of the technical requirements for the material, product, or service to be procured. In competitive procurements, a description shall not contain features which unduly restrict competition
 - Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals
 - A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards
 - The specific features of brand name or equal descriptions that bidders are required to meet when these items are included in the solicitation
 - Make positive efforts to utilize small businesses, minority-owned firms, and women’s business enterprises, whenever possible.

Purchases Using Federal Funds

Purchases made using federal grants will follow procurement methods stated in Uniform Guidance 2 CFR 200.320, where applicable, unless RPS’s Policy is more restrictive. When using federal funds in this regard, RPS will to the extent applicable to the particular purchase:

- Maintain oversight to ensure contractors perform in accordance with terms/conditions/specifications of contracts
- Avoid acquisition of unnecessary or duplicative items
- Award contracts only to responsible contractors
- Maintain records to sufficiently detail the history of procurement

- Conduct transactions in a manner providing full and open competition
- Not preclude potential bidders from qualifying during the solicitation period
- Conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences, except in cases where federal statutes mandate or encourage it
- Prepare solicitations that incorporate a clear and accurate description of technical requirements for the material, product, or service, and identify all requirements which the offerors must fulfill, and all other factors used in evaluating bids or proposals
- Ensure that all prequalified lists of persons, firms, or products which are used are current and include enough qualified sources to ensure maximum open and free competition
- Take necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible
- Perform cost or price analysis in connection with every procurement action in excess of the simplified acquisition threshold, including contract modifications

Further, when using qualifying federal funds, RPS will use one of the five allowable methods of procurement:

Methodology & Threshold	Requirement
Micro-purchase \$0-\$10,000	<ul style="list-style-type: none"> ● No bid or quote required if price is considered to be reasonable. Reasonableness could be determined by comparing the price to past purchases or other published prices and/or requesting prices from more than one vendor. ● Distributed equitably among a range of qualified vendors when practical
Small Purchase \$10,001-\$250,000	<ul style="list-style-type: none"> ● Price or rate quotes must be obtained from adequate number of sources (at least two) ● Can be informal, e.g., phone call or web search ● All quotes, including phone calls, web searches, etc., must be documented and kept on file ● Price does not need to be deciding factor, but all quotes need to be kept in procurement records
Sealed Bid \$250,000 and greater <i>Price is principal basis for selection</i>	<ul style="list-style-type: none"> ● Bids must be solicited from an adequate number of known suppliers, providing sufficient response time ● Local and tribal governments must publicly advertise bids ● Invitation for bids must define the items or services in order for bidders to properly respond ● All bids will be opened at time and place prescribed in invitation. Local and tribal governments must be opened publicly. ● Firm fixed price contract made in writing to the lowest responsive and responsible bidder ● Any or all bids may be rejected if there is a sound documented reason
Competitive Proposal \$250,000 and greater <i>Selection is based on what is most advantageous with price and other factors considered</i>	<ul style="list-style-type: none"> ● Must be publicized and identify all evaluation factors and their relative importance ● Must be solicited from an adequate number of qualified sources ● Must have a written method for conducting technical evaluations of the proposals and selecting recipients ● Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered

<p>Noncompetitive Proposal (sole source)</p>	<ul style="list-style-type: none"> • May be used only when the item is available only from a single source, the public exigency or emergency will not permit a delay resulting from competitive solicitation, federal awarding agency or pass-through entity expressly authorizes its use in response to a written request, or after solicitation of a number of sources competition is determined inadequate by the CEO • Justification of the use of noncompetitive proposal must be documented • Any research on availability from multiple sources must be documented • Documentation of authorization must be retained • Any initial solicitations from multiple sources which are concluded to be inadequate, and such reasoning, must be documented
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Note, the federal procurement policies do not supersede the Rocketship approval authorities established in this document.

Purchase and Contract Approval Authority

The table in Section 2.2 outlines approval for contracts and payments. Once a contract is approved, further approval for recurring charges or project expenses are not required. For example, when the Board approves a construction budget, each individual expenses covered by that budget is approved with no further action required.

Approval authority can be delegated to another member of the RPS Leadership Team in the event that one of the approvers is out of the office.

Invoice Payment

All invoices will be paid in a timely manner to avoid any late fees.

5.2 Employee and Volunteer Expense Reimbursements

Rocketship Public Schools (“RSPS”) employees are periodically required to incur business expenses on behalf of Rocketship in furtherance of its mission.

Eligibility

All Rocketship employees are eligible for expense reimbursement, provided that the expenses are consistent with this policy, documented with receipts, approved by his/her manager and represent a reasonable and appropriate use of Rocketship Public Schools funds.

Expenses must also be in compliance with IRS, state, and/or granting/funding agency regulations.

This policy applies only to employees and may differ from those expenses that consultants may charge Rocketship. In the case of consultants, expense reimbursement will be dictated by the consulting agreement.

Please see the sections below for policy guidelines related to specific expenses. This list is not all-inclusive and is provided for guidance only.

Reimbursement for Expenses

The employee is responsible for requesting reimbursement in a timely fashion by submitting a completed expense report to the Rocketship Finance Department. Employees should make every effort to submit expense reports within 30 days of incurring such expenses. All expense reports for the previous quarter must be submitted within 30 days of the quarter's end.

All receipts, with the exception of mileage, must be attached to the expense reimbursement submission in order for the report to be approved. If a receipt is lost, a copy of the credit card bill or other documentation should be attached instead on an exception basis only. Credit card bills are not an alternative to retention of receipts.

Approval of Expenses

An employee's manager is required to review and approve every expense report request and receipt submitted by the employee. The manager will be able to approve expenses up to his/her limit.

While it is the employee's responsibility to represent accurate information in the reimbursement claim (including account code), manager approval of an expense report implies that the manager agrees that all expenses listed are:

- reasonable in amount
- appropriate based on employees responsibilities
- supported by a receipt
- coded to correct expense accounts
- consistent with Rocketship expense policy

Guidelines for Reimbursable Expenses

Cell Phone

Full time employees may be eligible for up to \$50 per month in cell phone reimbursement if their job requires the use of a cell phone to perform the duties of their role.

Air Travel

Each employee is responsible for securing his/her own flight arrangements. Reasonable effort should be made to take the lowest fare available unless a flight imposes an unreasonable inconvenience in terms of stops or layovers. Employees may purchase a regular economy fare in lieu of a basic economy fare. Employees are strongly encouraged to consider travel on airlines that may not be their preferred airline if that cost is less than their preferred airline's cost for a similar flight.

Employees should make reasonable efforts to book airline tickets as far in advance as possible in

order to reduce cost. All airline travel will be in coach class unless prior approval is received in writing from the CFO for a different class of air travel.

All mileage earned through frequent traveler programs or airline incentive programs is the property of the employee. As such, no reimbursement will be made for upgrades or free flights redeemed by employees applied to business travel from these programs.

Bag Check fees may be reimbursed if traveler is staying overnight three or more nights. Additional fees for seat upgrades or preferred seats are not reimbursable.

Dues and/or initiation fees for airline clubs are not reimbursable by Rocketship Public Schools.

Hotels

Reasonable lodging costs incurred during business travel are reimbursable whenever a day trip is not appropriate. Rocketship employees are expected to stay in standard business class lodgings that charge a reasonable rate (for instance, a Marriott). Individuals will not be reimbursed for stays longer than is legitimately necessary for the intended business requirement. The actual hotel bill with the form of payment must be submitted with the expense form as documentation. A charge slip alone is not acceptable.

When work commitments require Friday and Monday trips to the same city, the traveler is ordinarily expected to return home for the weekend. However, if such travel would be more costly or time consuming than remaining at the distant location for the weekend, lodging and reasonable meal costs for the traveler are reimbursable. In order for these lodging and meal costs to be reimbursable, the total cost of the extended lodging and meal costs must not exceed what would have been the additional cost of the flight home and return trip.

Car Rentals

Car rentals should be used when needed in situations where alternate forms of road transportation (taxi, public transit, and personal vehicles) are not more feasible.

Rocketship staff should limit their car rental to small or economy models unless there is a compelling reason to do otherwise. Additional insurance should be declined, as Rocketship carries rental car insurance as part of its business policy.

Car rentals over a weekend or holiday period are generally not reimbursable, unless necessary and approved (in advance) by the Finance Department.

Whenever possible, employees should refuel at a gas station prior to returning the vehicle at the

end of the rental period, instead of purchasing the refill directly from the car rental company. Mileage will not be reimbursed for rentals cars, but gas may be reimbursed.

Private Vehicle/Mileage

Employees must have a valid driver's license and current personal automobile insurance coverage to use his or her own vehicle for Rocketship business. Rocketship will reimburse employees for mileage incurred while using their personal vehicle on behalf of Rocketship at the standard IRS mileage rate established annually. Currently, that rate is 65.5 cents per mile.

Mileage from an employee's home to the employee's regular place of work (see below for examples) is considered commuting mileage and will not be reimbursed. "Regular place of work" can change daily depending on the employees' responsibilities. Regular place of work may also change over time. Mileage from the regular place of work to other locations, including Rocketship schools or offices, is reimbursable. Mileage for "home visits" to a student's home is also reimbursable. School based employees' regular place of work is always their school.

Examples of Reimbursable Mileage for Network Support Employees

- If an employee's regular place of work is Redwood City (RWC) and the employee starts the day in the RWC office, then drives to a school, then returns to the RWC office, the mileage between the RWC office and back to the RWC office is considered reimbursable.
- If an employee's regular place of work is Redwood City (RWC) and the employee starts the day in the RWC office, then goes to a school, and then drives directly home without returning to Redwood City, the reimbursable mileage is the lesser of these two calculations: (A) the round trip mileage from the RWC office to the school and back, or (B) the mileage from RWC to the school and back to the employee's home.
- If an employee regularly visits schools every day or is asked to work from multiple RSPS locations, then his/her regular place of work may change on a daily basis. For the purposes of expense reimbursement, the employee's regular place of work may be determined on a daily basis to reflect the first school (or other RSPS location) visited on that day. For example, if an employee who regularly works at the school begins his/her day at RSPS, then drives to the San Jose Regional Office, then to RMS, and then home, the reimbursable mileage would be the mileage between RSPS and the San Jose Regional Office and the mileage between the San Jose Regional Office and RMS. The final mileage (from RMS to the employee's home) would be considered commuting mileage.

Other Transportation

Reimbursement will be made for reasonable expenditures for transportation including, but not limited to, taxi/Ride App or shuttle fares between office/home and airport, as well as between airport and hotel or other destinations. Public transportation should be considered when it is

less expensive and not significantly more inconvenient. Travelers should also please consider their own personal safety and familiarity with local transportation routes when choosing the public transportation option.

Meals

Meals made necessary by travel are reimbursable. Every effort must be made to ensure that the cost of such meals is reasonable. Rocketship has set guidelines for reimbursement for Employee Meals. These amounts will vary by city, but are generally recommended not to exceed a per diem of \$60.

Occasionally business travel will require incurring the cost of meals for business associates and those occasions may justify a more expensive meal than the recommended amounts above. Employees should consult their manager ahead of time if such situations for additional clarification on appropriate spending guidelines.

Per IRS regulations, documentation is required for all deductible meals and Rocketship applies the same requirements for meals submitted for reimbursement. Receipts submitted for meal reimbursement must include the following information:

- Meal expenses must be listed separately on the expense report (including those that were paid as part of a hotel bill).
- The description must include the names of all persons attending, their titles and business relationship, if applicable, and business purpose of the meal.
- Tear-away stubs are not acceptable as receipts; the employee must submit a receipt or form of payment such as a credit card slip or cash register receipt.
- Rocketship does not reimburse for alcohol.

Parking & Tolls

Parking and tolls for travel are reimbursable, including parking related to summer PD and all staff events.

Entertainment

Entertainment expenses include the cost of amusement or recreational facilities, as well as attendance at the theater, sporting events, etc. Entertainment expenditures require pre-approval from an employee's manager.

Non-reimbursable Expense

Other items related to travel that are not reimbursable are as follows:

- Movies
- Items of clothing purchased while traveling. This includes replacement of lost or

stolen items as well as clothing purchased as a result of an unanticipated extended stay.

- Hotel laundry or valet charges are reimbursable only in the case of an unanticipated extension of a previously planned trip.
- Parking tickets, fines or penalties

Travel Advance

For specific circumstances in which a staff member has limited funds available to initiate his/her own travel arrangements, Rocketship may issue a travel advance in an amount approximate to the necessary expenses. Any authorized advance must be reconciled with actual trip expenses on a completed, approved expense report form within two weeks of the employee's return. Please contact the Finance Department to request a travel advance.

5.3 Governing Board Expenses

- The individual incurring authorized expenses while carrying out the duties of the RPS will complete and sign an expense report and attach original receipts.
- The CEO and/or another board member will approve and sign the expense report.

6.0 Asset Management

6.1 Fixed Assets Capitalization

All assets with a useful life of greater than one year and costing more than \$5,000 will be capitalized and will be recorded in the fixed asset records. Any asset that does not meet these criteria will be expensed in the current period.

The cost basis of furniture and equipment assets will include all charges relating to the purchase of the assets including the purchase price, freight charges, and installation if applicable.

Leasehold improvements are to be capitalized if they relate to the renovation or improvement of an existing building. Expenditures incurred in connection with maintaining the existing building in good working order shall be expensed as a repair.

Depreciation

Depreciation methods/lives for assets shall be selected for consistent financial reporting purposes. The following depreciation methods and useful lives shall be used for the following asset classifications for financial reporting purposes.

Asset Class	Useful Life	Method
Computers	Three Years	Straight Line
Furniture and Equipment	Seven Years	Straight Line

Leasehold Improvements	Remaining Life of Lease	Straight Line
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6.2 Inventory

RPS will maintain a detailed listing of each capital asset item with purchase price greater than \$5,000 along with depreciation records which will include the description, date acquired, vendor, cost basis, assigned department or location, depreciation method/life, accumulated depreciation, and net book value. A physical inventory of property and equipment will be performed annually and compared to the detailed fixed asset listing. Any variances will be investigated and corrected or adjusted in financial statements as necessary. Rocketship has security cameras at its schools to safeguard its assets. Rocketship also hires a security company to help monitor some of its higher-risk areas.

Computer equipment, office equipment and furniture are tagged and logged into our tracking system. This tracking system categorizes by school, type of equipment and whether Federal Funds were used. Any disposition of equipment with remaining useful life will require approval from director of operations and best effort to obtain market value of the asset is required.

Assets purchased with federal grants will follow the Office of Management and Budget’s Uniform Guidance, Title 2, Code of Federal Regulations (“2 CFR”) §200.310 to §200.316.

7.0 Investment Policy

The RPS CFO will oversee the investment of Rocketship cash balances, subject to oversight of the RPS Board and following guidelines that have been established by the RPS Board. The core objective of this investment policy is the protection of the principal amount while achieving modest yield. The strategy is rooted in an unwavering commitment to capital preservation and minimal risk exposure. Investments consistent with this approach include, government backed securities, cash and cash equivalents, money market funds, government bonds, certificates of deposit and others.

ROCKETSHIP PUBLIC SCHOOLS

Executive Summary
Rocketship Education
Board of Trustees
August 23, 2023

SUBJECT - AGENDA ITEM 2(C): Approval of Memorandum of Understanding with Boys & Girls Club of Silicon Valley for services to meet Extended Learning Opportunities Program requirements		OPEN/ACTION
		INFORMATION
	X	CONSENT

Recommendation(s):

We recommend approval of the attached Memorandum of Understanding ("MOU") with Boys and Girls Club of Silicon Valley (BGC). The \$4,973,476 MOU is to provide after-school programming to all 13 of our California schools. It will be funded 100% through a dedicated California funding stream, the Extended Learning Opportunities Program ("ELOP"), which is targeted to provide after-school and summer school programming.

Background:

The California Department of Education has awarded Rocketship over \$13M to provide after-school and summer school services through the ELOP program. This is a recurring source of funding. We have elected to use a significant portion of this funding to hire a third-party provider to operate our after-school programs. We conducted an RFP earlier this summer and selected BGC.

BGC has worked with us over the past year in providing services to our students through the ELOP Program. It is our understanding that BGC is in a position to provide high-quality programming while meeting the complex compliance requirements associated with the ELOP program. The MOU details the service provider's responsibilities in meeting all ELOP programmatic requirements and maintaining all necessary documentation.

The MOU will serve up to 1,560 students across our campuses and has built in flexibility should our needs exceed that number. This is a critical component of the MOU as the funding source requires that Rocketship serve all students who wish to participate.

The MOU will automatically renew for up to five years unless otherwise terminated.

Summary of Previous Board Action by Board:

N/A

Fiscal Impact:

\$4,973,476.00

Submitted by:

Operations and Extended Learning Team

**MEMORANDUM OF UNDERSTANDING (MOU) 2023-2024
AFTER SCHOOL EDUCATION AND SAFETY (ASES) PROGRAM GRANT
AND
EXPANDED LEARNING OPPORTUNITIES PROGRAM (ELOP) GRANT**

By this agreement made and entered into on _____ (“Effective Date”) between ROCKETSHIP EDUCATION D/B/A ROCKETSHIP PUBLIC SCHOOLS (hereinafter referred to as **ROCKETSHIP**), and the BOYS & GIRLS CLUBS OF SILICON VALLEY (hereinafter referred to as **PROVIDER**), in consideration of their mutual covenants, the parties hereto agree as follows:

A. TERM OF AGREEMENT: The term of this MOU shall commence on September 11, 2023 (the “Commencement Date”) and shall be automatically renewed every year for up to five (5) years from the commencement date of this agreement unless sooner terminated in accordance with the terms of this MOU. Regardless of the date of execution of this MOU, this MOU is effective as of the Commencement Date.

Prior to the automatic renewal of this agreement, an annual review of provisions (e.g., cost, program elements, enrollment, staffing, etc.) shall be completed by ROCKETSHIP and PROVIDER with substantive changes reflected as amendments to this agreement.

B. DUAL FUNDING: A dual-funded or blended-funded program site is one that receives both After School Education and Safety (ASES) and Expanded Learning Opportunities Program (ELOP) funding for expanded learning programs with both funded programs operating as one. Rocketship Delta Prep and Rocketship Futuro Academy are dual-funded programs.

C. DUTIES OF PROVIDER: PROVIDER agrees to provide the following services, materials, and/or products:

Locations

PROVIDER will operate programs at the following locations:

Alma Academy 198 West Alma Avenue San Jose, CA 95110	Brilliant Minds 2960 Story Road San Jose, CA 95116	Delta Prep 700 Cavallo Road Antioch, CA 94509
Discovery Prep 370 Wooster Avenue San Jose, CA 95116	Fuerza Community Prep 70 S. Jackson Avenue San Jose, CA 95116	Futuro Academy 2351 Olivera Road Concord, CA 94520
Los Sueños Academy 331 S. 34th Street San Jose, CA 95116	Mateo Sheedy Elementary 788 Locust Street San Jose, CA 95110	Mosaic Elementary 950 Owsley Avenue San Jose, CA 95122
Redwood City Prep	Rising Stars Academy	Sí Se Puede Academy

909 Roosevelt Avenue
Redwood City, CA 94061

3173 Senter Road
San Jose, 95111

2249 Dobern Avenue
San Jose, CA 95116

Spark Academy
683 Sylvandale Avenue
San Jose, CA 95111

Hours of Operation

- PROVIDER will ensure that the program will operate every regular school day during the regular school year for 180 days. The program hours are after school beginning immediately upon the conclusion of the regular school day until 6:00 p.m.
- **INTERSESSION:** Intersessions are short breaks or periods between academic sessions or terms. PROVIDER will ensure that the program will operate 11 intersession days during the school year, providing 9 hours of services per day. Intersession days are as follows: October 20; February 16, 20, 21, 22 and 23; April 1, 2, 3, 4 and 5.
- **EXCLUSIONS:** PROVIDER is allowed to close up to three days for training purposes as allowed by California Department of Education (CDE) guidelines. Proper notification of at least three weeks in advance will be given to ROCKETSHIP staff, students, and families.

Early Release Policy

- PROVIDER will use an agreed upon Early Release policy and apply it on a student-by-student basis. Although students may be released early based on the established policy, the program must remain open until 6:00 p.m.

Program Elements

- PROVIDER will ensure the safety of students through close supervision, proper training of staff, and communication with parents/families and school. The State requires a minimum staff to student ratio of 1:10 for students in transitional kindergarten (TK) and kindergarten (K) and 1:20 for students in grades 1-8. Capacity enrollment by location is as follows:

Location	Capacity	TK/K Capacity
Rocketship Alma	120	40
Rocketship Brilliant Minds	120	40
Rocketship Delta Prep	120	40
Rocketship Discovery Prep	120	40
Rocketship Fuerza Community Prep	120	40
Rocketship Futuro Academy	140	40
Rocketship Los Sueños Academy	100	40

Rocketship Mateo Sheedy Elementary	100	40
Rocketship Mosaic Elementary	140	40
Rocketship Redwood City Prep	100	40
Rocketship Rising Stars Academy	120	40
Rocketship Sí Se Puede Academy	120	40
Rocketship Spark Academy	140	40

- PROVIDER agrees to flexing enrollment by location as long as the ROCKETSHIP locations are within a 10 mile distance of each other. Should ROCKETSHIP desire to flex enrollment, ROCKETSHIP will give PROVIDER 30 days to accommodate the change.
- The program will integrate with the regular school day and other extended learning opportunities while providing a safe physical and emotional environment, opportunities for relationship-building, and promotion of active student engagement through the following required elements:
 - An educational literacy element, which includes tutoring and/or homework assistance designed to help students meet State standards in one or more of the following core academic subjects: language arts, mathematics, history and social science, science, or computer training.
 - An educational enrichment element, which offers an array of additional services, programs, and activities that reinforce and complement the regular academic program of participating students to support positive youth development. Enrichment activities may be designed to enhance the core curriculum. Examples of such activities include, but are not limited to, fine arts education activities, recreational activities, science related activities, physical fitness activities, career-technical education, and prevention activities. Other learning support opportunities may include service-learning and mentoring.
 - When determining goals for the educational literacy and educational enrichment elements, PROVIDER will use research-based curricula and strategies that is aligned to California’s Common Core State Standards (CCSS) as well as work collaboratively with the school principal to align the goals and needs of the specific school. ROCKETSHIP has selected to report data on the California Assessment of Student Performance and Progress (CAASPP) assessments for the Statewide Evaluation.
- The program will offer a daily nutritious snack that meets the requirements of the U.S. Department of Agriculture (USDA) National School Lunch Program for meal supplements. PROVIDER will distribute snacks from ROCKETSHIP’s Child Nutrition Services and follow specific procedures regarding record keeping, disposing of unused snacks, and completing any necessary documentation.

Staffing/Hiring

- Minimum staff to student ratio is 1:10 for transitional kindergarten (TK) and kindergarten (K) and a minimum staff to student ratio is 1:20 for students in grades 1-8.
- PROVIDER will do its own hiring and training of such staff and work collaboratively with the site principal to align the goals and needs of the specific school.

Attendance/Behavior Management

- PROVIDER will take daily attendance and check the school’s Daily Attendance Report (provided by Office Manager). PROVIDER will call parents/families of any student who was present during the

regular school day but absent from the Program. This will be a safety precaution to account for any student who may be opting to go elsewhere after school.

- PROVIDER will check the school site's Daily Attendance Report to see if a student was absent from the regular school day but chose to attend the Program. Students will not be allowed to attend after school if they miss the regular school day. The same guideline applies to students who have been suspended; they are not allowed to be on campus during or after school hours.
- PROVIDER will maintain an average daily attendance of 85 percent of the maximum total.
- PROVIDER will be responsible for training its staff on behavior management and will work collaboratively with the school's staff and principal to align the behavior expectations. PROVIDER will be responsible for implementing behavior management steps and will communicate with the school's staff and principal any necessary concerns regarding specific students or families.
- PROVIDER will implement a specific process regarding consequences such as being dropped from the Program for students who are consistently absent or not following guidelines. Any such actions will need to be communicated to the school.

Data Collection & Reporting

- PROVIDER will work collaboratively with ROCKETSHIP to collect and report data, according to State requirements and pursuant to the Data Sharing Addendum executed by and between the parties on May 19, 2022. This will include semi-annual attendance reports, quarterly expenditure reports; and annual fiscal and evaluation reports as well as evaluation of the effectiveness of programs. Due dates to ROCKETSHIP are as follows:
 - 10 business days before January 31 and 10 business days before July 31 for the **semi-annual attendance reports**;
 - 10 business days before October 31, 10 business days before January 31, 10 business days before April 30 and 10 business days before July 31 for the **quarterly expenditure reports**; and
 - 40 business days (approximately 8 weeks) before October 15 for the **annual evaluation reports**.
- PROVIDER will use the State's standardized procedures and collection tools developed by the CDE for evaluation purposes.
- PROVIDER will keep accurate attendance records and implement a record keeping procedure for the purpose of data reporting to the State, as well as backup documentation for the school site (e.g., principal and parents) and ROCKETSHIP (e.g., audits). PROVIDER will submit an Excel file with daily attendance lists as well as a summary of attendance numbers according to the specified time line above.
- PROVIDER will keep all financial and attendance records for five years and will provide access upon request. PROVIDER will submit the CDE Quarterly Report and the detailed Quarterly Expenditure Report to ROCKETSHIP according to the specified time line above.
- PROVIDER will complete and return daily the snack production records to Child Nutrition Services.

Program Effectiveness

PROVIDER will use the evaluation results to monitor and revise the program to meet the goals of ROCKETSHIP and school(s).

Facilities

- The physical location where the Program is implemented will be designated as the program site.
- PROVIDER shall be responsible for lost, damaged or stolen property as a result of PROVIDER's use of district property.

- PROVIDER shall ensure that any space being used is left in a tidy manner and ready to be cleaned by ROCKETSHIP's Maintenance staff (e.g., picking up trash from the floors, putting away books, materials, supplies, stacking chairs on tables, etc.).
- PROVIDER will conduct a daily opening and closing checklist and report any concerns to ROCKETSHIP's Facilities and Safety Manager, immediately.
- PROVIDER shall give prompt notice to the designated ROCKETSHIP Regional Director(s) of Operations in case of fire, accident, or other occurrence at the school(s).
- PROVIDER will take all reasonable efforts and actions to resolve accidents (i.e., calling emergency response, preparation of incident report, etc.) for, with or on behalf of ROCKETSHIP.

D. ROCKETSHIP PUBLIC SCHOOLS' OBLIGATIONS: For the period of this MOU, ROCKETSHIP shall provide the following:

Enrollment Process/Priority

ROCKETSHIP will work collaboratively with PROVIDER to offer the Program to all students using various culturally and linguistically effective/appropriate communication channels e.g., posting a sign, assisting to call families, including information in newsletter).

Attendance/Behavior Management

- The school Office Manager will provide Daily Attendance Reports in PROVIDER's mailbox.
- The school staff and principal will work cooperatively with PROVIDER to ensure positive attendance and behavior management.

Data Collection & Reporting

- ROCKETSHIP will work collaboratively with PROVIDER to collect and report data, according to State requirements. This will include semi-annual attendance reports, quarterly expenditure reports; and annual fiscal and evaluation reports as well as evaluation of the effectiveness of programs.
- ROCKETSHIP will use the State's standardized procedures and collection tools developed by the CDE for evaluation purposes.

Program Effectiveness

- ROCKETSHIP will share appropriate evaluation results with PROVIDER to facilitate the enhancement of the Program to align with ROCKETSHIP and school goals.
- ROCKETSHIP will include PROVIDER's staff in appropriate staff development (e.g., behavioral interventions, social-emotional wellness methods, language arts, math, etc.).

Facilities

- The physical location where the Program is implemented will be designated as the program sites.
- ROCKETSHIP will provide space as needed, to meet the attendance requirements as defined by the grant, such as classrooms, use of student restrooms, drinking fountains, playground facilities, and gym/multi-purpose rooms.
- ROCKETSHIP will provide technology (i.e., student-assigned devices) for student use and internet and telephone for both staff and student use with PROVIDER adhering to ROCKETSHIP's staff and student use of technology policies with PROVIDER responsible for replacement of lost, damaged or stolen equipment.

- ROCKETSHIP will provide secure space for the storage of PROVIDER's office supplies, program supplies and PROVIDER's employees' personal effects.
- ROCKETSHIP will provide office/desk space for PROVIDER's Regional Director, each school site's respective Unit Director and Assistant Unit Director, if applicable.
- ROCKETSHIP will provide access to non-exclusive use of the parking lot located on school site.
- ROCKETSHIP will provide all water, electricity, lighting, heating, and trash removal service.
- ROCKETSHIP will provide janitorial services to the space provided in school buildings at a minimum of three times per week (e.g., vacuum carpet, sweep and mop floors, wipe surfaces, clean bathrooms, and remove trash).
- ROCKETSHIP will provide security, i.e., process of securing buildings and school alarms as necessary.
- ROCKETSHIP will provide access codes and alarm codes for each location. PROVIDER shall be responsible for any damage, theft, fire, death, personal injury, fines, or penalties resulting from PROVIDER's use thereof. PROVIDER acknowledges and agrees building access and alarm codes are highly confidential and agrees to handle such information accordingly.
- ROCKETSHIP will provide access to or will assign ROCKETSHIP Equipment, which may include but is not limited to keys, key-fobs, and front office equipment ("Equipment"). PROVIDER understands and acknowledges PROVIDER is responsible for the Equipment issued to PROVIDER; PROVIDER will use the Equipment in the manner intended; PROVIDER is responsible for any damage done to Equipment, normal wear and tear excepted. Upon termination of this Agreement, PROVIDER shall return all Equipment in proper working order, normal wear and tear excepted.

E. COMPENSATION: For the full performance of this MOU, ROCKETSHIP shall pay PROVIDER \$4,364,270 which represents \$4,973,476 (EXHIBIT A) reduced by the amount of \$609,206 for services provided under the terms and conditions of the amendment to the 2022-2023 MOU (EXHIBIT B).

The Parties will make all reasonable efforts to provide access to all ROCKETSHIP students who desire to participate in the Program. Notwithstanding the foregoing, PROVIDER may maintain a waitlist. If the waitlist reaches 12 students or more, this agreement will be amended to account for budget adjustments in increments of 12-20 students, not to exceed a staff to student ratio of 1:20.

PROVIDER agrees to assume financial responsibility in the event ROCKETSHIP is required to repay ELOP funds as a result of PROVIDER'S failure to meet ELOP program requirements. The amount of financial responsibility assumed by PROVIDER shall be equal to the amount required to be repaid by ROCKETSHIP and shall be limited to the program year with the exception.

F. PAYMENT TERMS: Payment to be made as follows:

ROCKETSHIP shall pay PROVIDER in ten equal monthly installments beginning with the execution of this MOU. PROVIDER shall submit an invoice to generate payment. Payment shall be paid within two business weeks of receipt of invoice.

Billing Address:

ROCKETSHIP Public Schools
 Attn: Preston Smith, Chief Executive Officer
 Address: Rocketship Public Schools
 350 Twin Dolphin Drive, Suite 109

Redwood City, CA 94065

G. PERIOD OF MOU: PROVIDER's work as specified in this MOU shall commence on September 11, 2023 and shall be completed on or before June 30, 2028.

H. INSURANCE: Reference General Terms and Conditions, G.2.
The evidence of insurance is attached.

I. GENERAL TERMS AND CONDITIONS:

1. INDEMNIFICATION: PROVIDER agrees to indemnify, defend, and save harmless ROCKETSHIP, its affiliates, and each of their board of directors, officers, agents, employees, and volunteers from and against any liability, claim, action, cost, damage or loss, including reasonable costs and attorneys' fees, for injury, including death, to any person or damage to any property arising out of PROVIDER's activities under this memorandum of understanding, but excluding liability due to the sole negligence or willful conduct of ROCKETSHIP. This obligation shall continue beyond the term of this MOU as to any act or omission which occurred during or under this MOU. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for PROVIDER or its employees or agents under workers' compensation acts, disability benefit acts, or other employee benefits acts.

2. INSURANCE: PROVIDER will maintain general liability insurance, automobile coverage, and workers compensation coverage in such an amount as may be reasonably necessary to assure compliance with the Indemnification provision, herein above. ROCKETSHIP shall be named as additional insured on an endorsement with respect to the liability coverage. PROVIDER agrees to provide copies of the required policies of insurance to ROCKETSHIP.

3. NON-DISCRIMINATION: No discrimination shall be made in the employment of persons under this MOU because of the race, religion, sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation.

4. CONFLICT OF INTEREST: Before executing this MOU, PROVIDER shall disclose to ROCKETSHIP the identities of any board member, officer, or employee of ROCKETSHIP, or relatives thereof, who PROVIDER knows of should know will have any financial interest resulting from this MOU.

5. LICENSE AND AUTHORITY: PROVIDER will maintain all necessary licenses during the term of this MOU. If other than a natural person, PROVIDER is duly authorized to enter into this MOU by its governing or controlling body. Evidence or copies of all necessary licenses must accompany this MOU.

6. EQUIPMENT: PROVIDER will provide all necessary equipment to render his/her services pursuant to this MOU, unless otherwise agreed to by the parties.

7. USE OF ADDITIONAL WORKERS BY PROVIDER: PROVIDER may, at PROVIDER's own expense, employ additional workers or other PROVIDERs as necessary for the completion of this MOU and shall maintain workers' compensation insurance as required by state law. ROCKETSHIP shall not control, direct, or supervise PROVIDER's additional workers or PROVIDERs in the performance of those services. PROVIDER

assumes full and sole responsibility for the payment of all compensation and expenses of these additional workers or PROVIDERs and for all state and federal income tax, unemployment insurance, social security, disability insurance, and other applicable withholdings. PROVIDER shall not hire employees of ROCKETSHIP for performance of this MOU.

8. ASSIGNMENT: Without the written consent of ROCKETSHIP, this MOU is not assignable by PROVIDER.

9. SUCCESSORS AND ASSIGNS: This MOU shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

10. FINGERPRINTING AND CRIMINAL RECORDS CHECK: PROVIDER shall comply with the provisions of Education code section 45125.1 regarding the submission of employee fingerprints with the California Department of Justice and the completion of criminal background investigations of its employees. PROVIDER shall not permit any employees to have any contact with ROCKETSHIP pupils until such time as PROVIDER has verified in writing to the governing board of ROCKETSHIP that such employee has not been convicted of a felony as defined in Education code 45125.1. PROVIDER's responsibility shall extend to all employees, subcontractors and employees of subcontractors regardless of whether such individuals are paid or unpaid, concurrently employed by the district and/or acting as independent PROVIDERs of PROVIDER. Verification of compliance with this section shall be provided in writing to the ROCKETSHIP prior to the commencement of participation in the agreed project and prior to contact with students.

11. HEALTH EXAMINATION: No person shall be initially allowed to interact with students unless he/she has placed on file with PROVIDER or district a certificate from a physician licensed under the Business and Professions Code indicating that a tuberculosis examination within the past 60 days shows that he/she is free from active tuberculosis. The tuberculosis examination shall consist of an approved intradermal tuberculin test. An X-ray of the lungs shall be required only if the intradermal test is positive. (Education Code 49406).

12. GOVERNING LAW: The validity of this MOU and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the state of California.

13. CHANGES OR ALTERATIONS: No changes, alterations, or variations of any kind to this MOU are authorized without the written consent of ROCKETSHIP.

14. HEADINGS: All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of the MOU.

15. TERMINATION: Either party may terminate this MOU upon sixty days advance written notice. ROCKETSHIP will be relieved of the payment of any consideration to the PROVIDER should PROVIDER fail to perform under this MOU or terminate MOU prior to the compensation date. In the event of such termination, ROCKETSHIP may proceed with the work in any manner deemed proper by the ROCKETSHIP. The cost to ROCKETSHIP shall be deducted from any sum due PROVIDER under this MOU.

16. SEVERABILITY: In the event any portion of this MOU shall be held by a Court to be invalid, such holding shall not invalidate the remainder of this MOU.

17. **AMBIGUITY:** The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

18. **COPYRIGHT:** Any written or electronic media product produced as a result of this contract shall be a work for hire and shall be the property of ROCKETSHIP.

19. **EXPENSES:** PROVIDER will use the 85percent of the grant's total for direct services to participants. PROVIDER will be responsible for administrative costs, all costs of equipment provided by PROVIDER, all fees, fines, licenses, bonds or taxes required of or imposed against PROVIDER, and all other of PROVIDER's costs of doing business. All contents and materials purchased through the Grant by either party is the property of the ROCKETSHIP.

20. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this MOU, PROVIDER certifies that no one who has or who will have any financial interest under this MOU is an officer or employee of ROCKETSHIP. Additionally, as the Contractor/PROVIDER is not an ROCKETSHIP employee, ROCKETSHIP is not responsible for obtaining workers' compensation insurance coverage for the Contractor/PROVIDER.

J. COMMUNICATIONS: Communications between the parties to this MOU may be sent to the following addresses:

ROCKETSHIP

Rocketship Education

Attn: Maricela Guerrero

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

PROVIDER

Boys & Girls Clubs of Silicon Valley

Attn: Steve Wymer

Address: 518 Valley Way, Milpitas, CA 95035

With a copy of any legal notices emailed to:

Leah Cowdrey, Associate Counsel


lcowdrey@rsed.org

**ROCKETSHIP PUBLIC SCHOOLS
WORKERS' COMPENSATION INSURANCE
PROVIDER'S
CERTIFICATE OF EXEMPTION**

I, Steve Wymer, doing business as Representative of Boys & Girls Clubs of Silicon Valley, hereby certify that I understand the requirements of the California Labor Code as they relate to Workers' Compensation Insurance. I certify that during the life of this MOU, I shall not employ any person in any manner so as to become subject to the Workers' Compensation requirements. In case any work is sublet, I shall require my sub-PROVIDERS similarly to provide Workers' Compensation Insurance for the sub-PROVIDERS' employees, all in compliance with State laws.

I agree to fully protect ROCKETSHIP PUBLIC SCHOOLS for any and all injury and death claims arising out of the work performed for ROCKETSHIP. I agree to indemnify ROCKETSHIP for any penalties and losses resulting to it from failure of either I or my sub-PROVIDERS to take out and maintain such insurance.

If, after making this Certificate of Exemption, I should become subject to the Workers' Compensation provisions of the Labor Code, I agree to forthwith comply with such provisions or this contract shall be deemed revoked.

Signature  00/00/0000

Name (Print): Steve Wymer
Title: Chief Executive Officer (CEO)
Address: 518 Valley Way
City, State: Milpitas, CA 95035
Phone: 408-957-9685

J. UNDERSTANDING AND ACCEPTANCE OF THE PARTIES: This MOU constitutes the entire understanding of the parties. PROVIDER's signatures below signify both an understanding and acceptance of the contract (MOU) provisions.

ROCKETSHIP:
ROCKETSHIP Public Schools

PROVIDER:
Boys & Girls Clubs of Silicon Valley

By: _____
Name: or Authorized Signatory
Title:
Date: _____


By: 
Name: Steve Wymer
Title: CEO
Date: 00/00/0000

EXHIBIT A

School	Enrollment	23/24 Compensation
RSA - Alma Academy	120	\$364,075.80
RBM - Brilliant Minds	120	364,075.80
RDL - Delta Prep	120	364,075.80
RDP - Discovery Prep	120	364,075.80
RFZ - Fuerza Community Prep	120	364,075.80
RFA - Futuro Academy	140	476,029.40
RLS - Los Sueños Academy	100	332,285.80
RMS - Mateo Sheedy	100	332,285.80
ROMO - Mosaic Elementary	140	476,029.40
RRWC - Redwood City Prep	100	332,285.80
RRS - Rising Stars Academy	120	364,075.80
RSSP - Sí Se Puede Academy	120	364,075.80
RSK - Spark Academy	140	476,029.40

TOTAL	1,560	\$ 4,973,476.20
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**EXHIBIT B
AMENDMENT**

**AMENDMENT TO
MEMORANDUM OF UNDERSTANDING (MOU) 2022-2023
BETWEEN ROCKETSHIP PUBLIC SCHOOLS AND BOYS & GIRLS CLUBS OF SILICON VALLEY
EXPANDED LEARNING OPPORTUNITY PROGRAM**

This AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into and becomes effective on August 1, 2023 (Effective Date), between ROCKETSHIP PUBLIC SCHOOLS (hereinafter referred to as **ROCKETSHIP), and BOYS & GIRLS CLUBS OF SILICON VALLEY (hereinafter referred to as **PROVIDER**), hereinafter referred to collectively as the “Parties.”**

RECITALS

The following recitals are a substantive part of this Amendment:

1. This First Amendment to MOU is entered into in consideration of the Parties mutual covenants.
2. The PROVIDER and ROCKETSHIP entered into that “Memorandum of Understanding” made as of June 17, 2022, for PROVIDER to operate an Expanded Learning Opportunity Program at thirteen Rocketship school locations for a sum not exceed \$3,157,138.

AMENDMENT

THE PARTIES HERETO AGREE AS FOLLOWS:

1. **Amendments:** All terms and conditions of the MOU, as amended, shall remain in full force and effect; except that the following amendments shall be made as set forth below:

- 1.1. Paragraph **A. TERM OF AGREEMENT** shall be amended and replaced in its entirety by the following:

“The term of this Agreement shall commence on August 1, 2023 (the “Commencement Date”) and shall expire on September 8, 2023, unless extended or sooner terminated in accordance with the terms of this MOU. Regardless of the date of execution of this MOU, this MOU is effective as of the Commencement Date.”

- 1.2. Section **B. DUTIES OF PROVIDER “Program Elements”**

“PROVIDER will ensure the safety of students through close supervision, proper training of staff, and communication with parents/families and school. PROVIDER will not exceed a maximum staff to student ratio of 1:10 for kindergarten students and 1:20 for students in grades 1-8.”

Shall be replaced in its entirety by the following:

“PROVIDER will ensure the safety of students through close supervision, proper training of staff, and communication with parents/families and school. PROVIDER will not exceed a maximum staff to student ratio of 1:10 for **transitional kindergarten** and kindergarten students and 1:20 for students in grades 1-8.”

1.3. Section **B. DUTIES OF PROVIDER “Staffing/Hiring”**

“A maximum staff to student ratio is 1:10 for kindergarten students and 1:20 for students in grades 1-8.”

Shall be replaced in its entirety by the following:

“A maximum staff to student ratio is 1:10 for **transitional kindergarten** and kindergarten students and 1:20 for students in grades 1-8.”

1.4. Paragraph **D. COMPENSATION** shall be amended and replaced in its entirety by the following:

“For the full performance of this MOU, ROCKETSHIP shall pay PROVIDER \$609,206 as follows: \$46,862 per location (\$468.62 per student up to 100 students).”

1.5. Paragraph **E. PAYMENT TERMS** shall be amended and replaced in its entirety by the following:

“ROCKETSHIP shall pay PROVIDER in one installment beginning with the execution of this AMENDED MOU. PROVIDER shall submit an invoice to generate payment. Payment shall be paid within two business weeks of receipt of invoice.”

2. **Conflicts:** In the event of a conflict between the terms and provisions of this Amendment to the MOU and the terms and provisions of the MOU or any earlier amendment, if applicable, the terms of the Amendment to the MOU shall govern and control.

ROCKETSHIP:
ROCKETSHIP Public Schools

PROVIDER:
Boys & Girls Clubs of Silicon Valley



By: _____
Name:
Title:
Date: _____

By: _____
Name: Steve Wymer
Title: CEO
Date: 08/02/2023

**EXHIBIT C
INSURANCE**

PROVIDER represents and warrants that, at PROVIDER sole cost and expense, it will maintain for the duration of this AGREEMENT self-insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the services provided hereunder by PROVIDER, its agents, representatives, employees or subcontractors and the indemnity provisions of Section H2 of this MOU.

The requirements of this section may be satisfied by the provision of similar coverage through self-insurance program.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The coverage described in Insurance Services Office Form Commercial General Liability coverage ("occurrence") Form Number CG 0001, including products and completed operations, and X, C, U where applicable; and
2. The coverage described in Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 "any auto", or Code 2 "owned autos" and Endorsement CA 0025. Coverage shall also include Code 8 "hired autos" and Code 9 "non-owned autos"; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance.

B. MINIMUM LIMITS OF INSURANCE

PROVIDER and ROCKETSHIP shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor and Employers Liability limits of \$1,000,000 per accident.
4. Cyber Liability: \$2,000,000 limit/aggregate with \$5,000 retention for First and Third Party Liability

5. Abusive Conduct Liability: \$1,000,000 occurrence/\$2,000,000 aggregate.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to, and approved by ROCKETSHIP's Risk Manager. At the option of ROCKETSHIP, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects ROCKETSHIP, its officers, employees, agents and PROVIDERS; or PROVIDER shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the ROCKETSHIP's Risk Manager.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages
 - a. ROCKETSHIP, its officers, employees, agents and PROVIDERS are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, PROVIDER; products and completed operations of PROVIDER; premises owned, leased or used by PROVIDER; and automobiles owned, leased, hired or borrowed by PROVIDER. The coverage shall contain no special limitations on the scope of protection afforded to ROCKETSHIP, its officers, employees, agents and PROVIDERS.
 - b. PROVIDER's insurance coverage shall be primary insurance as respects ROCKETSHIP, its officers, employees, agents and PROVIDERS. Any insurance or self-insurance maintained by ROCKETSHIP, its officers, employees, agents or PROVIDERS shall be excess of PROVIDER's insurance and shall not contribute with it. PROVIDER, its officers, employees, agents and PROVIDERS are to be covered as additional insured as respects: Liability arising out of activities performed by or on behalf of, ROCKETSHIP; products and completed operations of ROCKETSHIP; premises owned, leased or used by ROCKETSHIP; and automobiles owned, leased, hired or borrowed by ROCKETSHIP. The coverage shall contain no special limitations on the scope of protection afforded to the PROVIDER, its officers, employees, agents, and PROVIDERS.
 - c. Any failure to comply with reporting provisions of the policies by PROVIDER shall not affect coverage provided ROCKETSHIP, its officers, employees, agents, or PROVIDER's.
 - d. Coverage shall state that PROVIDER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to ROCKETSHIP.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers acceptable to ROCKETSHIP.

F. VERIFICATION OF COVERAGE

PROVIDER shall furnish ROCKETSHIP with an Affidavit of Insurance affecting coverage required by this AGREEMENT. The Affidavit of Insurance for each coverage are to be signed by a person authorized by that insurer to bind coverage on its behalf.

G. SUBCONTRACTORS

PROVIDER shall include all subcontractors as insured under its policies or shall obtain separate certificates and endorsements for each subcontractor.

ROCKETSHIP PUBLIC SCHOOLS

Executive Summary
Rocketship Education
Board of Directors
August 23, 2023

SUBJECT: Approval of Resolutions #2023-03 Re Consent to First Amended and Restated Charter (Articles of Incorporation) and Bylaws of Rocketship Education Tennessee (formerly incorporated as Rocketship Public Schools Tennessee)		OPEN/ACTION
		INFORMATION
	X	CONSENT

Recommendation(s):

Staff members recommend that the Rocketship Education Board of Directors (“Board”) approve of the attached Resolutions Regarding Consent to First Amended and Restated Articles of Incorporation and Bylaws of Rocketship Education Tennessee (formerly incorporated as Rocketship Public Schools Tennessee).

Background:

In or about March 2022, certain corporate documents were prepared and filed to establish a nonprofit entity by the name of Rocketship Public Schools Tennessee. Upon further review, it appeared that certain of these documents required clarification and amendment.

The revisions presented an opportunity to rename the nonprofit entity formerly incorporated as Rocketship Public Schools Tennessee to align with other Rocketship Education nonprofits.

The required clarifications and revisions are codified in the Bylaws and the First Amended and Restated Charter (Articles of Incorporation), attached as Exhibits A and B respectively to the Resolutions. These Exhibits reflect the required clarifications and amendments, including the corporate name change from Rocketship Public Schools Tennessee to Rocketship Education Tennessee.

As the Sole Statutory Member to Rocketship Public Schools Tennessee, RSED must consent to changes to the Charter (Articles of Incorporation) and Bylaws. The Rocketship Public Schools Tennessee Board is scheduled to review and vote on its own resolutions regarding Exhibits A and B at its board meeting on August 31, 2023.

Summary of Previous Board Action by Board:

N/A

Fiscal Impact:

None

Submitted by:

Legal Team

**RESOLUTIONS
OF THE
BOARD OF DIRECTORS
OF
ROCKETSHIP EDUCATION, INC.
#2023-03**

WHEREAS, Rocketship Education, Inc. a California nonprofit public benefit corporation (the “Corporation”), is the sole member of Rocketship Public Schools Tennessee, a Tennessee nonprofit corporation (“Rocketship Tennessee”), which is being renamed as “Rocketship Education Tennessee;” and

WHEREAS, Rocketship Tennessee desires to adopt the Bylaws of Rocketship Tennessee as attached hereto as Exhibit “A” and the Corporation desires to approve of the same; and

WHEREAS, Rocketship Tennessee is seeking a determination by the Internal Revenue Service that it is an exempt organization under Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, as a condition of such determination, the Articles of Incorporation (the “Charter”) for Rocketship Tennessee must provide for certain limitations on the purpose of Rocketship Tennessee and the use of Rocketship Tennessee’s assets upon dissolution; and

WHEREAS, Rocketship Tennessee desires to amend and restate the Charter, effective as of March 7, 2022, to include such a purpose clause and such a dissolution clause; and

WHEREAS, Rocketship Tennessee further desires to amend and restate the Charter, effective as of March 7, 2022, to correct the erroneous statements that Rocketship Tennessee is a mutual benefit corporation and has no members by stating that Rocketship Tennessee is a public benefit corporation and has a member; and

WHEREAS, Rocketship Tennessee further desires to amend and restate the Charter, effective as of March 7, 2022, to rename the Corporation as “Rocketship Education Tennessee;” and

WHEREAS, the Bylaws of Rocketship Tennessee require the consent of the Corporation for any amendment of the Charter; and

WHEREAS, the Corporation has received the First Amended and Restated Charter attached hereto as Exhibit “B” for the foregoing purposes and wishes to approve of same.

NOW, THEREFORE, BE IT RESOLVED, that the Corporation hereby approves of the Bylaws of Rocketship Tennessee.

NOW, THEREFORE, BE IT RESOLVED, that the Corporation hereby approves of the adoption of the First Amended and Restated Charter by Rocketship Tennessee.

FURTHER RESOLVED, that any officer of the Corporation is hereby authorized and directed, in the name and on behalf of the Corporation, to take such action as may be necessary,

appropriate, or advisable to effect the preceding resolutions that such officer deems necessary, appropriate, or advisable.

FURTHER RESOLVED, that any and all actions heretofore or hereafter taken by any officer, manager, employee, agent or representative of the Corporation in accordance with the preceding resolutions are hereby approved, ratified, and confirmed in all respects as the act and deed of the Corporation.

EXHIBIT A
Bylaws of
Rocketship Education Tennessee
(formerly “Rocketship Public Schools Tennessee”)

BY-LAWS
OF
ROCKETSHIP EDUCATION TENNESSEE

ARTICLE I
PURPOSES, OPERATION

1.1. **Purposes.** The purposes of Rocketship Education Tennessee (formerly “Rocketship Public Schools Tennessee”) (the “Corporation”) shall be as set forth in the Articles of Incorporation.

1.2. **Mission and Vision.** The Corporation may adopt a mission statement and a vision statement consistent with its stated charitable purposes and charter agreement.

1.3. **Gifts and Distributions.** The Corporation may accomplish its purposes directly or by making grants or other payments to third parties. The Board of Trustees may establish guidelines for the acceptance of gifts and the disbursement of funds by the Corporation in such manner as may, in the judgment of the Board of Trustees, be consistent with the purposes of the Corporation.

1.4. **Restrictions.** The activities of the Corporation shall be limited to the exclusive purposes permitted for tax exempt status under Internal Revenue Code Section 501(c)(3), and shall in no event expand beyond the activities allowed under Article III of the Articles of Incorporation. All of the assets of the Corporation shall be administered and all of the net earnings of the Corporation shall be devoted to the purposes of the Corporation as aforesaid, and no part of the assets or net earnings of the Corporation shall inure to the benefit of any private shareholder or individual. No substantial part of the activities of the Corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation (except as otherwise provided in Internal Revenue Code Section 501(h)), and the Corporation shall not participate in, nor intervene in (including the publishing or distributing of statements), any political campaign on behalf of (or in opposition to) any candidate for public office.

ARTICLE II
OFFICES

2.1. **Principal Office.** The principal office of the Corporation shall be located in the Tennessee. The Corporation may have such other offices, either within or without the Tennessee, as the Board of Trustees may designate from time to time.

2.2. **Registered Office.** The registered office of the Corporation may be, but need not be, identical with the Corporation’s principal office in Tennessee, and the Board of Trustees may from time to time change the address of the registered office to any location within Tennessee.

ARTICLE III
MEMBERS

3.1. **Designation of Members.** The initial sole member of the Corporation shall be Rocketship Education, Inc., a California nonprofit public benefit corporation (the “Sole Member” or “Rocketship Education”). The Board of Directors of the Corporation may, by written notice given to the Secretary or any Director of the Corporation, designate a single successor member who shall succeed it as the sole member of the Corporation. Such successor member may also designate a single successor member to succeed such successor member as the sole member of the Corporation, and so forth. The Corporation and any of its successors shall hereinafter be referred to as the “Sole Member.”

3.2. Rights of the Sole Member. Subject to applicable laws and except as otherwise set forth in these By-laws, the Sole Member shall have all statutory rights as a “member” of the Corporation as defined in Title 48, as amended, of the Tennessee Code. , including, but not limited to, the rights: (1) to approve the dissolution and liquidation of the Corporation; (2) to approve any plan of merger for the Corporation or any amendment to such plan; (3) to approve the sale, lease, exchange, or other disposition of all, or substantially all, of the Corporation’s assets; (4) to inspect and copy any corporate records (including by an agent or attorney); and (5) to, at any time, remove any or all of the trustees of this Corporation, with or without cause, and then fill the vacancy or vacancies left by such removal. This Corporation may not, without the written consent of the Sole Member, make amendments to the Corporation’s Articles of Incorporation or Bylaws. Except as otherwise permitted under the Corporation’s Articles of Incorporation for a charitable Sole Member and applicable law, no right, title or interest in any property or earnings of the Corporation shall inure to any member during the existence of the Corporation or upon its dissolution.

3.3. Termination of Sole Member. If, at any time the legal existence of the Sole Member ceases or the Sole Member otherwise ceases to serve as a member, and if no successor Sole Member has been designated or if any such designee is unable or unwilling to serve as a member, then the membership of the Corporation shall consist of its Board of Directors as such Board is then and may thereafter from time to time be constituted. If the Directors become the members of the Corporation, the Corporation may continue in existence or may be dissolved as set forth in the Corporation’s Articles of Incorporation. If the Corporation continues in existence with the Board of Directors as its members, then the Board shall cause conforming and appropriate amendments to be made to the Corporation’s Articles of Incorporation and these By-laws.

3.4. Action By Members. For so long as the Corporation or a successor Sole Member designated pursuant to Section 3.3 serves as the Sole Member of the Corporation, there shall be no meetings of members and all actions of the Sole Member shall be taken without a meeting by a written consent signed by the Sole Member setting forth the action so taken. If, at any time, the then-acting members of the Board of Directors should become members of the Corporation, as provided in Section 3.3 above, the actions of the Board of Directors in their capacities as such members shall be taken at meetings or by written consent and be otherwise subject to the provisions of Article IV below relating to the Board of Directors.

3.5. Statutory Membership. Except as provided in Section 3.3, the Sole Member shall be the only statutory member of the Corporation, as the term “member” is defined in Title 48, as amended, of the Tennessee Code. Nothing in this Article III shall be construed to limit the Corporation’s rights to refer to persons associated with it as members even though such persons are not statutory members of the Corporation under Title 48 of the Tennessee Code, including honorary or donor members. The Corporation’s Board of Directors may confer, by amendment of these Bylaws (subject to the approval required under Article XI), some or all of a statutory member’s rights upon any person. The Board of Directors may also, in its discretion, without establishing memberships, establish advisory councils, honorary boards, or other auxiliary groups as it deems appropriate, pursuant to Section 6.2, below.

ARTICLE IV BOARD OF TRUSTEES

4.1. General Powers and Responsibilities. The affairs of the Corporation shall be managed by its board of trustees (the “Board of Trustees” with each member a “Trustee”). The Board of Trustees shall utilize and distribute the net earnings and principal funds of the Corporation solely in accordance with the purposes for which the Corporation is organized. The Board of Trustees’ duties and responsibilities include, but are not limited to:

- (a) Setting the enrollment and grade-level configuration for any schools operated by the Corporation, including increasing enrollment to maximum levels, subject to authorization from the proper authorities;
- (b) Approval of annual budgets, calendars, salary schedules, major fundraising events, and grant writing for schools operated by the Corporation;
- (c) Negotiation and approval of a Memorandum of Understanding (“MOU”) or other contracts for the Corporation with the Tennessee;
- (d) Approval of all financial policies that set the processes and controls for contracts, expenditures and internal control;
- (e) Supervisory oversight of personnel actions (including hiring, discipline and dismissal, subject to Trustee recusal for any actions involving such Trustee);
- (f) Approval of all changes to the charter agreement to be submitted in accordance with applicable law;
- (g) Participation, as necessary, in dispute resolution for the Corporation;
- (h) Evaluation of principals of schools operated by the Corporation, subject to Trustee recusal for any actions involving such Trustee;
- (i) Monitoring the performance of schools operated by the Corporation and taking necessary actions to ensure that such schools remain true to the Corporation’s mission and charter;
- (j) Monitoring the fiscal solvency of schools operated by the Corporation;
- (k) Participating and monitoring, as necessary, any fiscal audits of the Corporation;
- (l) Participating, as necessary, in any student expulsion matters;
- (m) Participating in any training for Trustees regarding governance matters, strategic planning, or other corporate matters; and
- (n) Increasing public awareness of the Corporation’s activities.

4.2. Number, Qualification, Tenure, Manner of Election and Qualifications.

- (a) *Number.* The number of voting Trustees (“Trustees”) shall be at least three (3), but no more than fifteen (15) Trustees. Three (3) initial voting Trustees (“Initial Trustees”) shall be appointed by the incorporator. The exact authorized number of trustees shall be fixed, within the limits set forth in these bylaws, by the Board of Trustees. All trustees shall be designated and elected by the existing Board of Trustees. All trustees are to be designated and elected at a meeting of the Board of Trustees.
- (b) *Elections.* Except for the Initial Trustees appointed by the Incorporator, Trustees shall be elected annually by the Board of Trustees.
- (c) *Terms.* The Trustees shall serve staggered terms such that no more than two-

thirds (2/3) of the Trustees' terms shall expire in the same year. At its first meeting the Initial Trustees of the Corporation shall each be assigned a three (3) year initial term. Trustees may serve more than one (1) term on the Board and there is no limit on the number of terms. Trustees shall take office immediately following the close of the annual meeting at which they were elected. Each Trustee shall serve a term of two (2) years (except for Initial Trustees initially serving three (3) year terms), or until his or her successor has been elected, or until his or her death, or until he or she shall resign or shall have been removed in the manner provided in Section 4.8.

(d) *Qualifications.* A majority of Trustees must be residents of the Tennessee. In considering a potential Trustee, the following factors about a person may be considered, plus any other lawful factors deemed relevant: operation of charter schools; real estate expertise; legal expertise; financial expertise; fundraising ability; significant involvement in communities served by the Corporation; subject and professional development knowledge in literacy and math; and capacity to take a leadership role in the governance of the Corporation.

4.3. Meetings.

(a) *Regular and Annual Meetings.* The Board of Trustees may provide, by resolution, the time and place for the holding of regular meetings, including the annual meetings. The Board of Trustees shall meet no less than four (4) times per full calendar year, as prorated for partial years.

(b) *Open Meetings.* The Board of Directors shall comply with the Tennessee Meetings Act (the "Open Meetings Act"), including with respect to notice of meetings, meeting quorum, actions taken by written consent and telephonic meetings

(c) Emergency meetings of the Board of Trustees may be called, provided such meetings comply with the Open Meetings Act.

4.4. Notice. Notice of any public meeting shall be given in compliance with the laws of Tennessee.

4.5. Quorum. Except as otherwise provided by applicable law, a majority of the Trustees then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Trustees, but such quorum shall never be less than two Trustees. If less than such quorum is present at a meeting a majority of the Trustees present may adjourn the meeting from time to time without further notice.

4.6. Manner of Acting. The act of a majority of the Trustees present at a meeting at which a quorum is present shall be the act of the Board of Trustees, unless the act of a greater number is required by these Bylaws or by law.

4.7. Removal and Resignation of Trustee. Any Trustee may be removed from office with or without cause by the affirmative vote of a majority of the Trustees then in office who are present and voting at a meeting of the Board of Trustees at which a quorum is present. Any Trustee may be also removed from office with or without cause subject to the terms of Section 3.2 above. A Trustee may resign from the Board of Trustees at any time by delivering a written notification of resignation to the President or Secretary of the Corporation, which shall be effective as of the date that such notice is received by the President or Secretary or as of such other date as may be specified in such notice, as applicable.

4.8. Vacancies. Any vacancy occurring in the Board of Trustees may be filled by the Board of Trustees, or according to Section 3.2 above.

4.9. Compensation. Trustees of the Corporation shall serve without compensation. However, Trustees may receive reasonable compensation for personal services rendered which are necessary to carry out the exempt purposes of the Corporation, so long as such compensation is authorized by the Board of Trustees. Any engagement of a Trustee to provide services to the Corporation shall be in compliance with any conflict of interest policy of the Corporation. In addition, Trustees may receive reimbursement for reasonable expenses incurred in connection with Corporation matters if such reimbursement is not excessive and is authorized by the Board of Trustees.

4.10. Presumption of Assent. A Trustee who is present at a meeting of the Board of Trustees at which action is taken on any matter shall be presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent in the manner specified for the giving of notices in Section 4.5 to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Trustee who voted in favor of such action.

ARTICLE V OFFICERS

5.1. Principal Officers. The principal Officers of the Corporation (“Officers”) shall be a President, a Secretary and a Treasurer, each of whom shall be elected by the Board of Trustees pursuant to these Bylaws. Such other Officers and assistant Officers as may be deemed necessary may be elected or appointed by the Board of Trustees. Any two or more offices may be held by the same person, except the offices of President and Treasurer.

5.2. Election and Terms of Office. Once elected, each Officer shall hold office until his or her successor shall have been elected by the Board of Trustees or until his or her death or until he or she shall resign or shall have been removed as provided in Section 5.3 or for such term as the Board of Trustees considers appropriate.

5.3. Removal and Resignation of Officer. Any Officer may be removed from office, either with or without cause, by the affirmative vote of a majority of Trustees then in office. An Officer may resign at any time by delivering a written resignation to the President or Secretary of the Corporation, which shall be effective as of the date that such notice is received by the President or Secretary or as of such other date as may be specified in such notice, as applicable.

5.4. Vacancies. A vacancy in any principal office because of death, resignation, removal, disqualification or otherwise may be filled by the Board of Trustees for the unexpired portion of the term, or for such other term as the Board of Trustees considers appropriate.

5.5. President. Subject to the control of the Board of Trustees, the President shall in general supervise and control all of the business and affairs of the Corporation and shall, when present, preside at all meetings of the Board of Trustees. He or she may sign, with the Secretary or any other Officer of the Corporation authorized by the Board of Trustees, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Trustees has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Trustees or by these Bylaws

or some other law to be otherwise signed or executed, and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Trustees from time to time.

5.6. Secretary. The Secretary (or an Assistant Secretary if requested by the Board of Trustees) shall: (a) keep any minutes of the Board of Trustees' meetings in one or more books provided for that purpose; (b) see that all notices are duly given by law; (c) serve as custodian of the corporate books and records of the Corporation; and (d) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board of Trustees. The Secretary shall perform such other duties and have such other powers as the Board of Trustees may from time to time prescribe.

5.7. Treasurer. If required by the Board of Trustees, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Trustees shall determine. He or she shall: (a) have charge and custody of and be responsible for all funds, securities, and financial records of the Corporation; (b) receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit all monies in the name of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws; and (c) in general, perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Board of Trustees. The Treasurer shall send or cause to be given to the Board of Trustees any financial statements or reports that are required or requested to be made by law, by these Bylaws, or by the Board of Trustees.

5.8. Compensation of Officers. Officers of the Corporation shall serve without compensation. Officers may receive reimbursement for reasonable expenses incurred in connection with Corporation matters.

ARTICLE VI COMMITTEES OF THE BOARD OF TRUSTEES

6.1. Committees, Generally. The Board of Trustees may establish standing or temporary committees as it considers appropriate. The Board of Trustees shall appoint the members of the committees by majority vote and name the chairperson. A committee shall consist of three (3) or more Trustees and shall perform such duties and have such responsibilities as are provided in the resolution establishing any such committee, as initially adopted or thereafter supplemented or amended. The Board of Trustees may elect one or more persons as alternate members of any such committee who may take the place of any absent member or members at any meeting of the committee upon request of the committee's chairperson or other person presiding at such committee meeting. The designation of a committee or committees and the delegation thereto of any Board authority will not operate to relieve the Board of Trustees, or any member thereof, of any responsibility imposed upon it or him or her by law.

6.2. Advisory Committees. The Board of Trustees, by resolution, may designate one or more advisory committees to assist it in any capacity as it directs, but such committees or advisory bodies shall not have any of the powers of the Board of Trustees.

6.3. Parent/Teacher Council Encouraged. The Board of Trustees shall encourage parents of students attending schools of the Corporation to form one or more Parent/Teacher Councils to serve as advisory bodies to facilitate communication among parents, teachers and the Board of Trustees to promote cultural and school activities within the school community.

ARTICLE VII POLICIES

7.1. Conflict of Interest Policy. The Board of Trustees shall adopt a conflict of interest policy upon such terms and conditions as the Board of Trustees from time to time considers appropriate (the "Conflict of Interest Policy"). A copy of the Conflict of Interest Policy adopted by the Board of Trustees and in effect on the date of these Bylaws is attached as Exhibit A.

7.2. Non-Discrimination Policy. The Corporation and the Board of Trustees do not and shall not discriminate on the basis of race, color, religion or creed, gender, gender expression, age, national origin or ancestry, disability, marital status, sexual orientation, or military status in any of its activities. These activities include, but are not limited to, treatment of students, hiring and firing of staff, selection of volunteers and vendors, and provision of services.

7.3. Other Policies. The Board of Trustees may adopt other policies and procedures for the Corporation as consistent with the Articles of Incorporation, these Bylaws, and the Corporation's charter agreement.

ARTICLE VIII INDEMNIFICATION

8.1. Mandatory Indemnification. The Corporation shall indemnify its Trustees and Officers against any and all Liabilities to the extent allowed under the state of Tennessee, and advance any and all reasonable expenses, incurred by them in any proceeding to which any Trustee or Officer is a party because such Trustee or Officer is a Trustee or Officer of the Corporation. The Corporation may indemnify its employees and authorized agents acting within the scope of their duties as such to the same extent as Trustees or Officers hereunder. The rights to indemnification granted hereunder shall not be deemed exclusive of any other rights to indemnification against liabilities or the advancement of expenses which such person may be entitled under any written agreement, Board resolution, or otherwise.

8.2. Non-Liability of Trustees, Officers, and Others. The directors, officers, and other volunteers (collective, "volunteers") shall be immune from civil liability except where the injury or damage was the result of the willful misconduct of the volunteer; a crime, unless the volunteer had reasonable cause to believe that the act was lawful; a transaction that resulted in an improper personal benefit of money, property, or service to the volunteer; or an act or omission that is not in good faith and is beyond the scope of authority of the Corporation pursuant to the Corporation's Articles or Bylaws.

No employee of the Corporation shall be held personally liable in damages for any acts or omissions in providing services or performing duties on behalf of the Corporation in an amount greater than the total amount of compensation, other than reimbursement of expenses, received from the Corporation for performing those services or duties during the 12 months immediately preceding the act or omission for which liability was imposed. This limitation of liability shall not apply when the injury or damage was the result of the willful misconduct of the employee; a crime, unless the employee had reasonable cause to believe that the act was lawful; a transaction that resulted in an improper personal benefit of money, property, or service to the employee; or an act or omission that is not in good faith and is beyond the scope of authority of the Corporation pursuant to the Corporation's bylaws. This limitation of liability also shall not apply to any licensed professional employee operating in his or her professional capacity.

8.3. Permissive Supplementary Benefits. The Corporation may, but shall not be required to, supplement the foregoing right to indemnification against liability and advancement of expenses under

Section 8.1 by (a) the purchase of insurance on behalf of any one or more of such Trustees or Officers, whether or not the Corporation would be obligated to indemnify or advance Expenses to such Trustee or Officer under Section 8.1, and (b) entering into individual or group indemnification agreements with any one or more of such Trustees or Officers.

8.4. Certain Restrictions. Notwithstanding any other provision of this Article to the contrary, for any time that the Corporation is treated as a “private foundation” under Internal Revenue Code Section 509 and taxes are potentially imposable under Internal Revenue Code Section 4941, no person shall be entitled to indemnification hereunder if such indemnification or the payment by the Corporation of any monies in connection therewith constitutes, or would constitute, an act of “self-dealing” within the meaning of Internal Revenue Code Section 4941. The Corporation shall have the right to rely on a written opinion of independent legal counsel with respect to any determination of “self-dealing” hereunder which shall be binding and conclusive unless a contrary determination shall be made in any administrative or court proceeding and the time for appeal by either party to such proceeding shall have expired. If the Corporation shall have made any payment under this Article VIII prior to a determination that such payment constitutes an act of “self-dealing,” the person to whom or for whose benefit such payment was made shall repay the amount thereof to the Corporation on demand if it should subsequently be determined that such payment constituted an act of “self-dealing.” Nothing herein shall be construed as placing upon the Corporation any obligation to contest by court or administrative proceedings, or otherwise, any assertion that any indemnification or payment pursuant to this Article VIII constitutes an act of self-dealing. This provision is not intended to apply to the Corporation unless, under Internal Revenue Code Section 4941, taxes are potentially imposable on acts of self-dealing with the Corporation.

8.5. Effect of Invalidity. The invalidity or unenforceability of any provision of this Article shall not affect the validity or enforceability of any other provision of this Article VIII or of these Bylaws.

ARTICLE IX MANAGEMENT, EMPLOYEES

The Board of Trustees is authorized, but is not required to, employ an Executive Director and such other employees for the Corporation as it deems necessary. The duties, responsibilities, and compensation of any employee of the Corporation shall be determined by and at the direction of the Board of Trustees, or by the President or such other person to whom such responsibility may be delegated by the Board of Trustees, as consistent with the charter agreement.

ARTICLE X CONTRACTS, CHECKS, DEPOSITS, GIFTS, REPORTS AND STATEMENTS

10.1. Contracts. The Board of Trustees may authorize any Officer or Officers, agent or agents of the Corporation, in addition to the Officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. Unless so authorized, no Officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge the Corporation’s credit or to render the Corporation liable monetarily for any purpose or in any amount.

10.2. Checks, Drafts, Etc. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such Officer or Officers, agent or agents of the Corporation and in such manner as is from time to time determined by resolution of the Board of Trustees. In the absence of such determination by the Board of Trustees, such instruments shall be signed by the Treasurer then in office.

10.3. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Trustees may select.

10.4. Gifts. The Board of Trustees may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Corporation. The Board of Trustees is authorized to cause gift acknowledgement letters to be sent to the Corporation's donors for purposes of substantiating charitable contributions.

10.5. Books, Accounts and Reports. The Corporation shall keep or cause to be kept correct and complete books and records of accounts and also keep minutes of the proceedings of the Board of Trustees and its committees. The Corporation shall keep other records, such as student records, as required by law. The Corporation shall cause to be filed the necessary reports, tax returns or other documents as may be required by law on its own behalf.

10.6. Annual Statement of Certain Transactions and Indemnifications. As part of the annual report to all Trustees, or as a separate document if no annual report is issued, the Corporation shall, within one-hundred twenty (120) days after the end of the Corporation's fiscal year, cause to be delivered to each Trustee a statement of any transactions or indemnifications as follows:

(a) Any transaction in which the Corporation was a party and in which an "interested person" (as defined in the conflict of interest policy) had a direct or indirect material financial interest if the transaction, or several transactions with the same interested person in the aggregate, involved more than Fifty Thousand Dollars (\$50,000);

(b) The statement shall include: a brief description of the transaction or indemnification; the names of the interested persons involved; the interested persons' relationship to the Corporation; and the nature of their interest.

ARTICLE XI AMENDMENT

These Bylaws and the Corporation's Articles of Incorporation may be amended or repealed only by consent of two-thirds (2/3) of the Trustees then in office. No amendment shall change any provisions of these Bylaws to make such provisions inconsistent with the charter agreement or the Corporation's Articles of Incorporation.

ARTICLE XII MISCELLANEOUS

12.1. Subsidiaries. The Corporation is authorized to form subsidiaries, including single-member limited liability companies (LLCs), to operate schools in Tennessee. References to the "Corporation" within these Bylaws include references to the Corporation's subsidiaries, as appropriate or necessary. For example, the Corporation would include the activities of any disregarded LLC on the Corporation's own tax return and the Corporation would have the obligation under Section 10.5 to keep records of the disregarded entity's finances and activities.

12.2. Waiver of Notice. Whenever any notice or waiver is required to be given under the provisions of laws of the state of Tennessee, or under the provisions of the Corporation's Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. The attendance of a Trustee or any other person at any meeting shall constitute a waiver of notice.

of such meeting, except where a Trustee or other such person attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

12.3. Tax Status. Notwithstanding anything herein contained to the contrary, no action shall be required or permitted to be taken under these Bylaws or by the Officers or Trustees of this Corporation which would not be permitted to be taken by an organization described in Internal Revenue Code Section 501(c)(3).

12.4. Certain Restrictions. In the event the Corporation is treated as a private foundation under Internal Revenue Code Section 509(a) for any tax year and is potentially subject to taxes under Internal Revenue Code Sections 4941 through 4945, inclusive (the "private foundation taxes"), then, notwithstanding anything in these Bylaws, no action shall be required or permitted to be taken under these Bylaws or by the Officers or Trustees of the Corporation that would result in the imposition of private foundation taxes.

12.5. Fiscal Year. The fiscal year of the Corporation shall be as determined by the Board of Trustees, with the initial fiscal year selected as ending June 30.

12.6. Conflict of Laws. These Bylaws are intended to be consistent with, and shall be construed under, the laws of the Tennessee with regard to conflicts of laws provisions.

12.7. Internal Revenue Code. All references to sections of the "Internal Revenue Code" shall be considered to be references to sections of the Internal Revenue Code of 1986, as from time to time amended, to the corresponding provisions of any similar tax law subsequently enacted and to all regulations issued under such sections and provisions.

12.8. Charter Agreement. References to the "charter agreement" refer to any approved charter authority with the Board. These Bylaws are intended to be consistent with the Corporation's authority under such charter agreement, and these Bylaws and any policies and procedures adopted by the Board of Trustees, or upon its authorization, shall be interpreted and construed accordingly.

ARTICLE XIII NON-PROFIT GENERAL MATTERS

The Corporation is a nonprofit corporation that is organized exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and is not organized for the private gain of any person. This Corporation is organized exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code or the corresponding provisions of any future United States Internal Revenue Law. Notwithstanding any other provision of these Bylaws, this Corporation shall not, except to an insubstantial and legally permitted degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of the Corporation, and the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code or the corresponding provisions of any future United States Internal Revenue Law, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code or the corresponding provisions of any future United States Internal Revenue Law. All Corporate assets are irrevocably dedicated to charitable and educational benefits. No part of the net earnings of this Corporation shall inure to the benefit of any of its directors or officers, or any other private person or individual except to the extent permitted by federal income tax laws. Upon the winding up and dissolution of the Corporation, its assets remaining after payment or adequate provision of payments of all just debts and obligations of the Corporation shall be distributed for one or more of the exempt purposes within the meaning of Section

501(c)(3) of the Internal Revenue Code, as the Board of Trustees may select. In no event shall assets be distributed to any organization if any part of the net earnings of such organization inures to the benefit of any private person or individual or if the organization engages in activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code or the corresponding provisions of any future United States Internal Revenue Law or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code or the corresponding provisions of any future United States Internal Revenue Law.

CERTIFICATE OF SECRETARY

I, _____, certify that I am the current and acting Secretary of the Corporation, and the above Bylaws are the bylaws of the Corporation as adopted by the Board of Trustees on August 31, 2023, effective as of March 7, 2022.

EXECUTED on _____ in the County of Davidson in the State of Tennessee.

SECRETARY

EXHIBIT A

ROCKETSHIP EDUCATION TENNESSEE CONFLICT OF INTEREST POLICY

ARTICLE I PURPOSE

The Board of Trustees of Rocketship Education Tennessee (the "Board") which administers Rocketship Education Tennessee (the "Corporation") follows a policy of avoiding any conflict of interest or the appearance of any conflict of interest on the part of the members of the Board of the Corporation.

A conflict of interest exists when the personal or professional interests of a member of the Board or other interested person may affect his or her ability to be objective. The Board recognizes that Board members and other interested persons may have various affiliations with organizations having business relationships with, or which seek grants from, the Corporation. While such affiliations are generally beneficial to the Corporation, they may give rise to actual or potential conflicts of interest.

The purpose of this Policy is to protect the Corporation's interest in its grant making and business relationships and to establish conflict of interest guidelines in order to reduce or eliminate perceptions of favoritism or undue influence. This Policy is intended to supplement, but not replace, Rocketship Public Schools Tennessee Board policy as well as any applicable laws governing conflicts of interest applicable to non-profit and charitable organizations, including, without limitation, any provisions of the Internal Revenue Code or regulations issued thereunder restricting or regulating conflicts of interest involving tax exempt organizations.

ARTICLE II DEFINITIONS

2.1. **Interested Person.** Any Trustee, Officer, or member of a committee with Board-delegated powers who has a direct or indirect Conflicting Interest, as defined below, is an interested person. If a person is an interested person with respect to any Corporation entity, he or she is an interested person with respect to all Corporation entities.

2.2. **Fiduciary Duty.** An obligation of Trustees and Officers to act in the course of their duties solely in the Corporation's best interests without regard to the interests of any other organization or person with which that Trustee or Officer are related or associated, refrain from participating in transactions or exploiting opportunities if that Trustee or Officer cannot act with undivided loyalty to the Corporation, and refrain from using information regarding the Corporation's activities not generally known outside the Corporation for that Trustee's or Officer's personal benefit.

2.3. **Community Relationship.** A Community Relationship exists if a person is an Officer, Trustee, trustee, employee, consultant or advisor to, or has any compensation or other financial arrangement with, a nonprofit or other agency or organization which is principally engaged in charitable, educational, community or other non-business activities (a "Non-Profit Entity").

2.4. Conflicting Interest. A person has a Conflicting Interest if the person has, directly or indirectly, through business, investment, or family:

(a) An ownership or investment interest in any entity with which the Corporation has a transaction or arrangement;

(b) A compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement;

(c) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement; or

(d) A Community Relationship with any non-profit entity with respect to which the Corporation is considering any decision or advice to make, or to reduce, augment or condition, any grant.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A Conflicting Interest does not necessarily create a conflict of interest. Under Section 3.3,a person who has a Conflicting Interest only has a conflict of interest if the appropriate Board of Trustees or committee decides that a conflict of interest exists.

ARTICLE III PROCEDURES

3.1. Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the Conflicting Interest and be given the opportunity to disclose all material facts to the Trustees or members of an appropriate committee with Board- delegated powers considering the proposed transaction or arrangement.

3.2. Permission to Disclose Perceived Conflicts. Any Trustee may communicate with the President when that Trustee believes there is an existing, apparent or perceived conflict of interest on the part of any Trustee that has not been reported to the Board of Trustees or acknowledged in any way. The President shall make an investigation and may also seek the advice and counsel of other Trustees or legal counsel. The President shall then discuss the matter with the affected Trustee. In the event the affected Trustee refuses to acknowledge or resolve the conflict of interest, such Trustee may be removed from the discussion, removed from the Board of Trustees or asked to resign as a member of the Board of Trustees. However, no Trustee will be removed or asked to resign from the Board unless the affected Trustee has had the opportunity to address the full Board of Trustees regarding the matter.

3.3. Determining Whether a Conflict of Interest Exists. After disclosure of the Conflicting Interest and all material facts, and after any discussion with the interested person, he/she shall leave the Board of Trustees or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board members shall decide if a conflict of interest exists. If an actual conflict of interest exists, the party with the Conflicting Interest and the Corporation shall not enter into or continue the transaction or arrangement until the Board of Trustees determines how to proceed. Any person with a Conflicting Interest shall abstain from the consideration of whether a conflict of interest exists.

3.4. Procedures for Addressing the Conflict of Interest.

(a) An interested person may make a presentation at the Board of Trustees meeting or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

(b) The Board of Trustees shall determine by a majority vote of the disinterested Trustees whether the transaction or arrangement is fair and, in the Corporation's, best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement. The party with the Conflicting Interest shall abstain from voting on the approval of the transaction or arrangement.

3.5. Violations of the Conflict of Interest Policy.

(a) If the Board of Trustees or committee has reasonable cause to believe that a person has failed to disclose actual or possible conflicts of interest, it shall inform that person of the basis for such belief and afford that person an opportunity to explain the alleged failure to disclose actual or possible conflicts of interests.

(b) If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Trustees or committee determines the person has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

**ARTICLE IV
RECORDS OF PROCEEDINGS**

4.1. Minutes. The minutes of the Board of Trustees and all committees with Board-delegated powers shall contain:

(a) The names of the persons who disclosed or otherwise were found to have a Conflicting Interest in connection with an actual or possible conflict of interest, the nature of the Conflicting Interest, any action taken to determine whether a conflict of interest was present, and the governing Board's or committee's decision as to whether a conflict of interest in fact existed.

(b) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

**ARTICLE V
COMPENSATION**

5.1. Corporation Trustees. A voting member of the Board of Trustees who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.

5.2. Corporation Employees. If any employee is a voting member of the Board of Trustees, such employee is precluded from discussion and voting on matters pertaining to that employee's compensation; provided, however, that no employee is prohibited from providing information to the Board of Trustees regarding compensation

5.3. Corporation Committee Members. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.

ARTICLE VI ANNUAL STATEMENTS

Each Trustee, Officer, employee and member of a committee with Board-delegated powers shall annually sign a statement (the "Annual Statement") which affirms that such person: (a) has received a copy of the conflicts of interest policy, (b) has read and understands the policy, (c) has agreed to comply with the policy, and (d) understands that the Corporation is a tax-exempt organization and that, in order to maintain its federal tax exemption, it must engage primarily in activities that accomplish one or more of its tax-exempt purposes.

ARTICLE VII PERIODIC REVIEWS

7.1. Reviews of Corporation Matters. To ensure the Corporation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

(a) Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.

(b) Whether partnerships, joint ventures, and arrangements with management organizations conform to the Corporation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes, and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

7.2. Use of Outside Experts. When conducting the periodic reviews as provided for in Article VII, the Corporation may, but need not, use outside advisors. If outside advisors are used, their use shall not relieve the governing Board of its responsibility for ensuring periodic reviews are conducted.

EXHIBIT B

**First Amended and Restated Charter for
Rocketship Education Tennessee
(formerly “Rocketship Public Schools Tennessee”)**

**FIRST AMENDED AND RESTATED CHARTER
OF
ROCKETSHIP EDUCATION TENNESSEE
(FORMERLY “ROCKETSHIP PUBLIC SCHOOLS TENNESSEE”)**

Pursuant to Tennessee Code Annotated Sections 48-60-105 and -106, as amended, the undersigned corporation hereby adopts the following First Amended and Restated Charter:

1. The name of the corporation is Rocketship Education Tennessee (formerly “Rocketship Public Schools Tennessee”) (the “Corporation”).
2. The Corporation is a public benefit corporation.
3. The name and address of the Corporation’s registered agent is:

Rocketship Education Tennessee
CT Corporation System
300 Montvue Road
Knoxville, TN 37919-5510
Knox County
4. The Corporation’s fiscal year close month is June and its period of duration is perpetual.
5. This First Amended and Restated Charter shall be effective as of March 7, 2022.
6. The Corporation is not for profit and is organized exclusively for charitable and educational purposes under section 501(c)(3) of the Internal Revenue Code, as amended, or corresponding section of any future federal tax code.
7. The Corporation is a public benefit corporation. The Corporation is not a religious corporation. The Corporation has a member.
8. The address of the Corporation’s principal executive office is:

Compliance Department
Suite 109
350 Twin Dolphin Drive
Redwood City, CA 94065-1458
9. Upon the dissolution of the Corporation, all assets of the Corporation shall be distributed to the sole member of the Corporation, provided that the sole member is at such time organized exclusively for charitable or educational purposes under section 501(c)(3) of the Internal Revenue Code, as amended, or corresponding section of any future federal tax code. If the sole member of the Corporation is not so organized at such time, all assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, as amended, or corresponding section of any future federal tax code, or shall be

distributed to the federal government, or to a state or local government, for a public purpose.

- 10. This First Amended and Restated Charter was duly adopted on August 31, 2023, by the Corporation's Board of Trustees with approval by the Corporation's sole Member.
- 11. Additional approval for the amendment (as permitted by Tennessee Code Annotated Section 48-60-301) was not required.

ROCKETSHIP EDUCATION TENNESSEE

By: _____

Name: _____

Title: _____

Date: _____

To: Board Members
From: Preston Smith, Co-Founder & CEO
Date: August 23, 2023
Re: CEO's Update

This memo is an update on the successes and challenges we've had at Rocketship since our last board meeting in June.

QUALITY—Great schools...

All schools in the top 10% among low-income districts (**top 25% among all students)

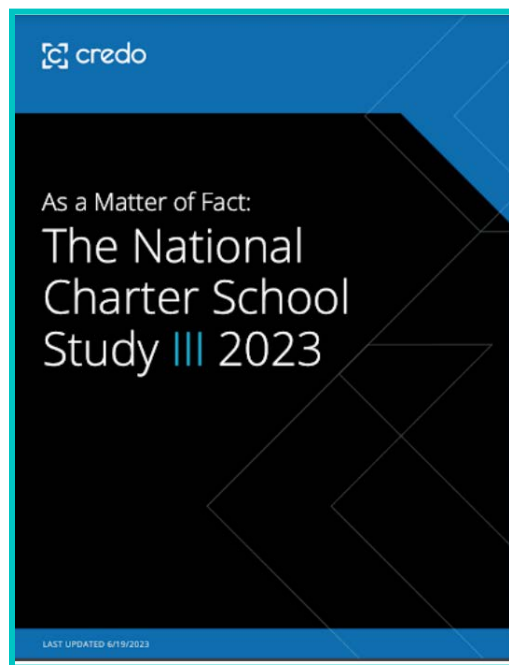
A major new Stanford CREDO study of over 3 million public school students found students at public charter schools outperform traditional public school students. And the study highlighted Rocketship Public Schools as one of the charter sector's "gap busting" networks that are providing empirical proof that high-quality public education is possible anywhere.

The study found that our Rocketeers gained the equivalent of 96 additional days of learning in reading and 138 additional days of learning in math. That is equivalent to **five to seven months** of additional learning in a single school year at our Rocketship schools.

In addition, a common, unfounded claim is that charter schools "cherry pick" the best students as a way to improve their results. In multiple analyses the CREDO study found the opposite is true. Charter schools enroll students who are disproportionately lower achieving than the students in traditional schools. Charter schools are serving the students most in need and realizing stronger results. We are proud to serve all students at Rocketship and provide them with a high-quality public education in their zip code and are excited that the study affirmed this core tenet of our work.

In the 2022-23 school year, our Rocketeers and team continued to work hard to bounce back and address the significant amount of unfinished learning that occurred in COVID. Although we know that we still have a ways to go and it will likely require a multi-year recovery, we are excited to see the progress of our Rocketeers and the momentum we enter the 2023-24 school year with.

In the second semester, our Rocketeers realized ~1.13 years of growth on NWEA in Math and ~1.14 years of growth in ELA. Growth varied by region, but our network wide average fell short of the goals we set to accelerate our Rocketeers' learning.



ROCKETSHIP

PUBLIC SCHOOLS

In California, our Rocketeers exploded in academic progress in the second semester. On the NWEA assessment, our California Rocketeers realized ~1.40 years of growth in Math and ~1.50 years in ELA. The state has not yet released final public data to report specific scores or compare our performance to neighboring schools and across the state. At this point, we can only report on our performance compared to previous years. This past year increased the percent of met/exceeded in math and held steady in ELA. In 2023-24, we expect to see stronger gains as we double down on the momentum and success of this past school year and continue to reach for our goal to return to our prior levels of achievement on CAASPP and exceed them in due time.



In Tennessee, we saw continued academic growth and progress, although it slightly slowed in the second semester. On the NWEA assessment, our Nashville Rocketeers realized 1.17 years of growth in Math and 1.22 years in ELA. Overall, there is still more significant growth necessary in order to elevate our absolutes, although we continue to have strong momentum. On the state assessment, where results are not yet public, we expect to have strong growth in regards to the percentage of Rocketeers proficient in ELA and Math. The state results indicate significant growth in our ELA achievement, which is largely due to Rocketship Dream Community Prep in its inaugural year and Rocketship United Academy. As we enter the 2023-24 school year we are aiming for all of our Nashville schools to continue to elevate student achievement growth and along the way rise to the top tier of network performance and remain or become Rewards Schools in Tennessee.

In Milwaukee, DC, and Texas our Rocketeers made much needed progress in the second semester and got back to or just above one year of growth. That said, we clearly have more work to do within and across our regions to realize the academic consistency that is necessary in order to ensure that all our schools are consistently realizing gap closing progress for our Rocketeers. We know what is possible, as the CREDO study makes clear.

I am proud of the collective hard work of our talented teachers and school leaders in the 22.23 school year. And yet in order to fully address unfinished learning and the impacts of COVID, we know that we still have a ways to go. With our talented team and incredible families and communities I am confident that we will rise to the occasion and return to the bar of performance that we realized pre-COVID and even exceed it in the near future. I am feeling very confident as we enter the 2023-24 school year, further elevate our instruction, and student achievement will continue to rise as we continue to work to unleash the potential of our amazing Rocketeers and communities.

SCALABILITY—Personalized learning for all...

Be the premier educational organization for personalized learning through a high-quality elementary model that is sustainable, replicable, and purposefully integrates technology

In the 2022-23 school year, we continued to drive towards organizational sustainability. Over the years, we have made steadfast progress towards organizational sustainability. This past year, philanthropy covered only 13% of our network support (National NeST) to our schools and communities. This is a significant decrease from 2014 when 51% of our network support at Rocketship was covered via philanthropy and is evidence of our continued path towards sustainability as an organization and demonstration of what is possible on public funding.

For the 2022-23 school year, we realized our fundraising goal of \$8.5m for the entire network (national and regional). Nearly every region met or exceeded their fundraising goal. Moreover, we already have a strong start to the 2023-24 school year as many of our champions and supporters across the country have already leaned in and begun to renew or elevate their commitments to Rocketship and our collective work. I am incredibly grateful for the many individuals, family foundations, and more who continue to support our collective mission and efforts at Rocketship, especially as we work to collectively rebound for our Rocketeers and families.



IMPACT—Strong communities and families...

Serve 14,000+ Rocketeers and families by 2025

We now serve nearly 11,000 Rocketeers across 23 schools in 5 regions!

A couple of weeks ago, we opened the doors of Rocketship Explore Elementary to hundreds of Rocketeers for the first time! Families joined in the celebration of our brand new, state-of-the-art facility at a community open house ahead of day one, and then joined us to launch the school year. It is exciting to see our Fort Worth region grow as we now have two Rocketship school communities. We are so grateful for the time, energy, encouragement, advocacy, support, and more that has made this impact possible.

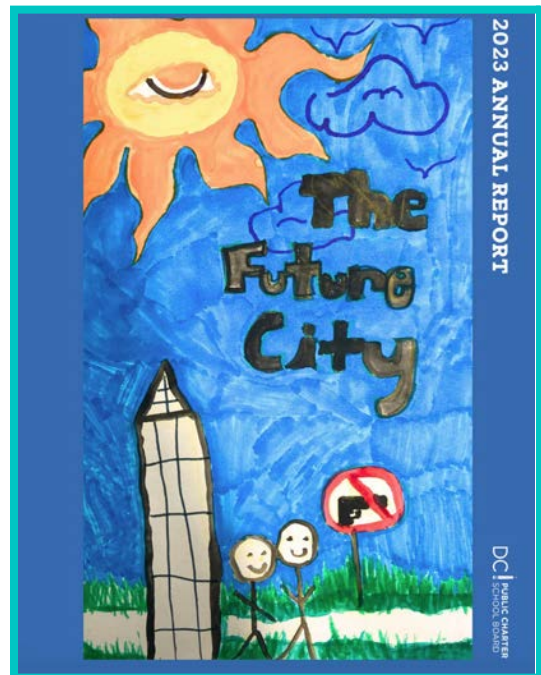
We are also continuing to elevate and advance our community school model. Care Corps is now an enduring fixture of our model in California and other regions are adapting aspects of this critical support program to ensure we are serving the needs of the whole family and reducing any barriers to our Rocketeers' learning and ability to unleash their full potential.

DEI— Equitable and inclusive Rocketship community...

60% or more of Rocketship leaders will reflect & represent the racial & ethnic identities of students we serve by 2023.

In the 2022-23 school year, we continued to make great progress on our DEI goal for our entire organization: *By 2023, 60% or more of Rocketship leaders at schools, regional and national will reflect and represent the racial and ethnic identities of the students we serve.* We have continued to make progress against this goal on multiple fronts and I am excited to share that in the 2023-24 school year 83% of our principals will be representative of the students and families that we serve.

As we enter the 2023-24 school year, I am deeply energized by what is possible this school year for our Rocketeers and team, especially as we have more fully coalesced in the past school year around our five year vision and clearer five year aspirational goals. I look forward to our continued excellence and impact as a Rocketship community to fulfill our mission in our communities across the nation.



A DC Rocketeers' artwork was selected for the cover of the 22-23 DC Public Charter School Board Annual Report

Q1 Rocketship
Board of Directors Meeting

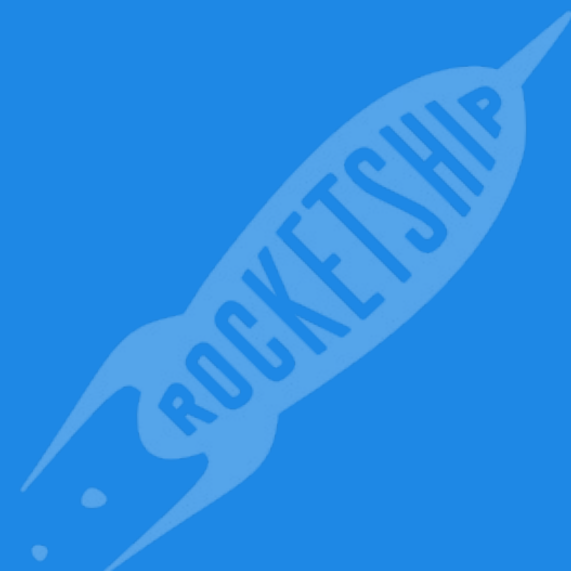
August 23, 2023



Agenda

- I. Administrative
- II. Consent Items
- III. Board Updates
- IV. Approval of the revised 2023-24 Budget
- V. Student Achievement Response
- VI. 5 Year Strategic Plan
- VII. Adjourn

Board Updates



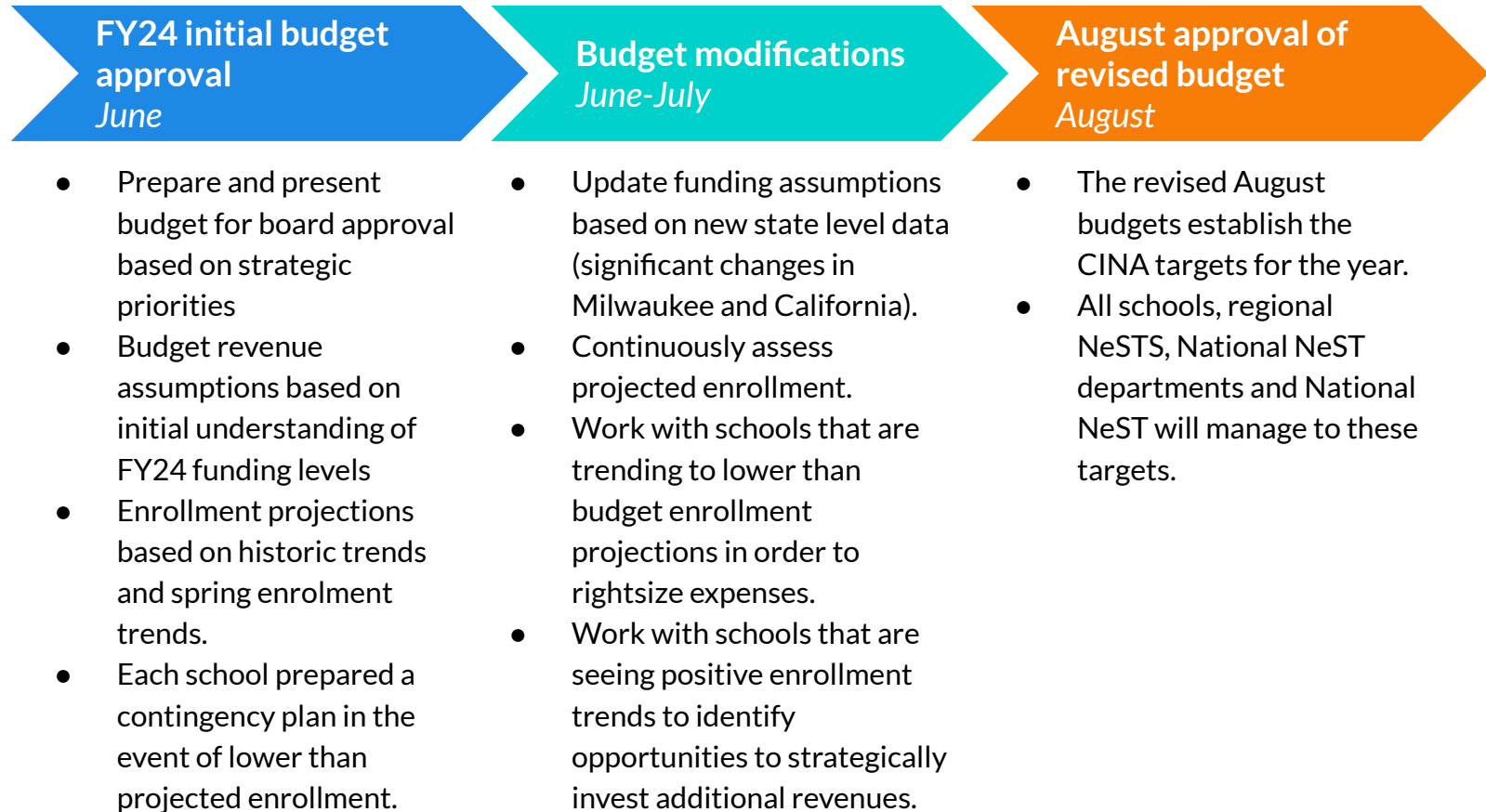
10 Year Anniversary in Wisconsin



Approval of the revised 2023-24 Budget



Our annual planning process continues through June and July. Major updates are driven by change to enrollment and funding levels.



FY24 Budget for Approval - Overview

- The proposed FY24 budget has revenues of \$226M, expenses of \$220M and CINA of \$6M.
- As compared to the approved June budget, the proposed August budget CINA has increased by \$3.3M.
- There were increases in every region and National NeST
- Each region (schools), regional NeST and National NeST are budgeted to operate with a positive CINA
 - CINAs for the schools total \$4.4M
 - CINAs for all NeSTs total \$1.7M
- The most significant changes were in CA where revenues increased by \$9.8M and expenses increased by \$8.2M. These changes were driven primarily by:
 - Additional programmatic revenue with offsetting expense, for example, after school programs which increase both revenue and expense.
 - Additional per pupil revenue



FY24 Budget for Approval

Rocketship Public Schools	FY24 Preliminary August Budget (board approval pending)													
	((\$000))	CA Schools	DC Schools	MKE Schools	TN Schools	Schools Total	CA NeST	DC NeST	MKE NeST	TN NeST	National	NeST Total	Eliminations	Total
Enrollment	6,366	1,482	752	1,356	9,956									9,956
Federal Revenue	15,677	6,163	2,941	3,918	28,699									28,699
State	121,259	35,706	8,322	22,903	188,190									188,190
Other Local Revenues	26	1,265	80	71	1,441					1,443	1,443			2,884
Int Transfers/Network Support Fees						6,442	1,772	508	1,285	21,214	31,221		(30,721)	500
Grants and Fundraising		650		417	1,067		350	800	200	3,400	4,750			5,817
Total Revenues	136,961	43,783	11,343	27,309	219,396	6,442	2,122	1,308	1,485	26,057	37,414		(30,721)	226,090
Certificated Salaries	32,226	6,397	2,913	5,552	47,088									47,088
Classified Salaries	20,360	5,358	2,039	4,908	32,665	2,751	1,096	1,014	720	14,863	20,444			53,109
Employee Benefits	15,117	2,455	1,058	3,127	21,758	517	213	166	151	2,624	3,671			25,429
Books and Supplies	6,528	2,443	670	1,497	11,138	242	143	12	19	1,231	1,647			12,785
Food Services	4,665	937	629	1,121	7,352	39	10	4	12	6	70			7,422
Operating and Housekeeping	2,865	1,330	352	768	5,314	9				6	15			5,329
Professional Services	17,713	10,323	396	2,728	31,161	668	201	35	272	3,236	4,413			35,573
Other Operating Expenses	1,695	484	178	365	2,722	484	182	27	181	1,519	2,392			5,114
Facility Fee	10,077	7,118	723	1,974	19,893	298	72		44		414			20,307
Leases and Repairs	2,550	853	277	544	4,225	81	42		43	311	476			4,701
Network Support Fee	19,325	5,317	1,524	3,855	30,021								(30,021)	
Miscellaneous Expenses	1,068		414	163	1,644	700		40	9	1,425	2,174		(700)	3,119
Total Expenses	134,189	43,016	11,174	26,602	214,981	5,789	1,958	1,298	1,450	25,221	35,717		(30,721)	219,977
CINA	2,773	767	169	707	4,415	653	164	10	35	836	1,698			6,113

- The proposed budget shows \$226M in revenue, \$220M in expense and a \$6M CINA.
- Each region and each NeST is budgeted to have a positive CINA.
- Each region (schools) is able to operate without philanthropy for FY24.



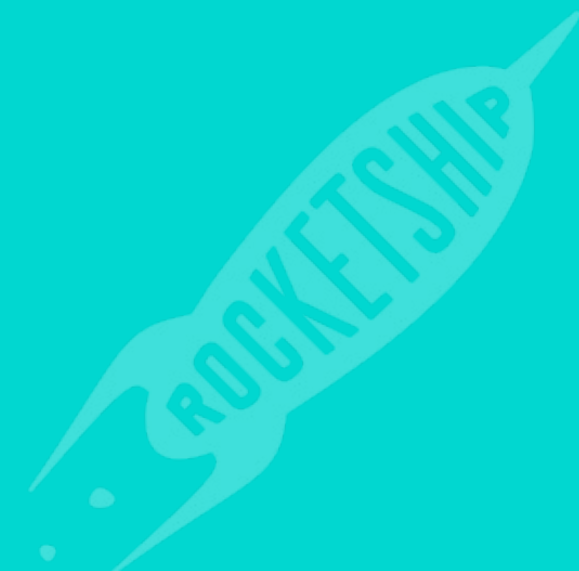
RPS Proposed FY24 Budget - Comparison to June Budget

Rocketship Public Schools (\$000)	August				June				Variance
	Schools Total	NeST Total	Eliminations	Total	Schools Total	NeST Total	Eliminations	Total	
Enrollment	9,956			9,956	10,004			10,004	-48
Federal Revenue	28,699			28,699	28,182			28,182	516
State	188,190			188,190	178,272			178,272	9,918
Other Local Revenues	1,441	1,443		2,884	1,059	1,443		2,502	383
Int Transfers/Network Support Fee		31,221	(30,721)	500		29,334	(28,834)	500	
Grants and Fundraising	1,067	4,750		5,817	1,047	4,753		5,800	17
Total Revenues	219,396	37,414	(30,721)	226,090	208,560	35,530	(28,834)	215,256	10,834
Certificated Salaries	47,088			47,088	41,997	335		42,332	(4,756)
Classified Salaries	32,665	20,444		53,109	28,244	20,290		48,534	(4,574)
Employee Benefits	21,758	3,671		25,429	19,337	3,852		23,189	(2,239)
Books and Supplies	11,138	1,647		12,785	11,166	1,477		12,643	(143)
Food Services	7,352	70		7,422	7,635	64		7,700	278
Operating and Housekeeping	5,314	15		5,329	5,285	14		5,299	(31)
Professional Services	31,161	4,413		35,573	27,949	4,351		32,300	(3,274)
Other Operating Expenses	2,722	2,392		5,114	2,743	2,421		5,164	50
Facility Fee	19,893	414		20,307	19,893			19,893	(414)
Leases and Repairs	4,225	476		4,701	4,212	890		5,103	402
Network Support Fee	30,021		(30,021)		28,357		(28,357)		
Miscellaneous Expenses	1,644	2,174	(700)	3,119	8,975	1,758	(477)	10,256	7,137
Total Expenses	214,981	35,717	(30,721)	219,977	205,794	35,452	(28,834)	212,412	(7,565)
CINA	4,415	1,698		6,113	2,766	78		2,843	3,269

- The proposed budget has a CINA \$3.3M higher than the June budget.
- Revenues are increasing by \$10.8M while expenses are increasing by \$7.6M



2023-24 Student Achievement Response



Executive Summary

Wins

- CA and NSH achieved ~1.2 years of growth
 - Strong first year at RDCP
- After all new regional leadership in the fall, MKE and TX had stronger 2nd semesters (but still not enough to make-up for 1st semester's slow start)
- Improvement in Math absolutes: +2 percentage points at/above 50th percentile; +3 pts at/above 67th percentile
- Promising results for Eureka pilot when taught with *fidelity* (w/in 2-3 weeks of pacing guide)

Challenges

- Growth rates and absolute achievement lower than historical and not high enough to eliminate COVID gaps (1.3+)
- Diverging growth trajectories for regions: DC, MKE and TX all had <1 year growth over the school year
- Eureka pilot schools with low-fidelity saw lower growth rates than comparison schools
 - Highlights need to train teachers and staff this summer and provide ongoing coaching throughout the year
- All regions will need to achieve higher YoY rates of absolute improvement over the next 5 years to reach 2028 goals

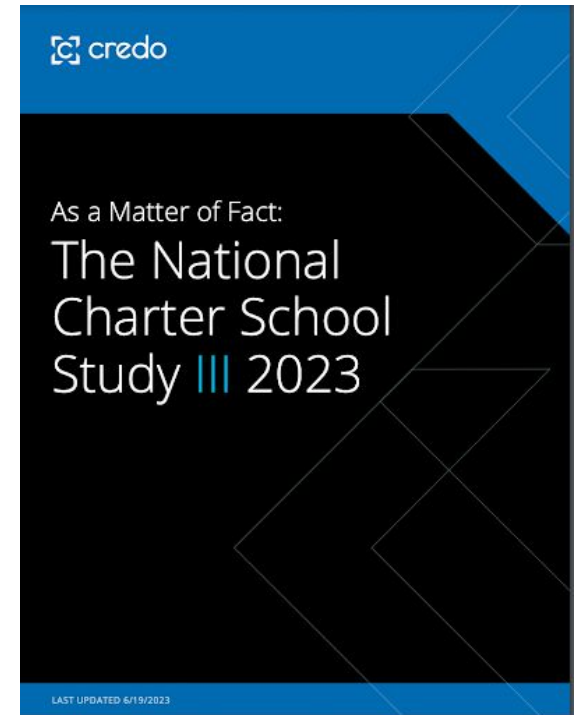


Major New Stanford Study Highlights Rocketship as “Gap Busting” Public Charter School

A June 2023 Stanford CREDO study of over 3 million public school students found students at public charter schools outperform traditional public school students.

And the study highlighted **Rocketship Public Schools as one of the charter sector’s “gap busting” networks** that are providing empirical proof that high-quality public education is possible anywhere.

The study found that our Rocketeers gained the equivalent of **96 additional days of learning in reading and 138 additional days of learning in math.** That is equivalent to five to seven months of additional learning in a single school year.

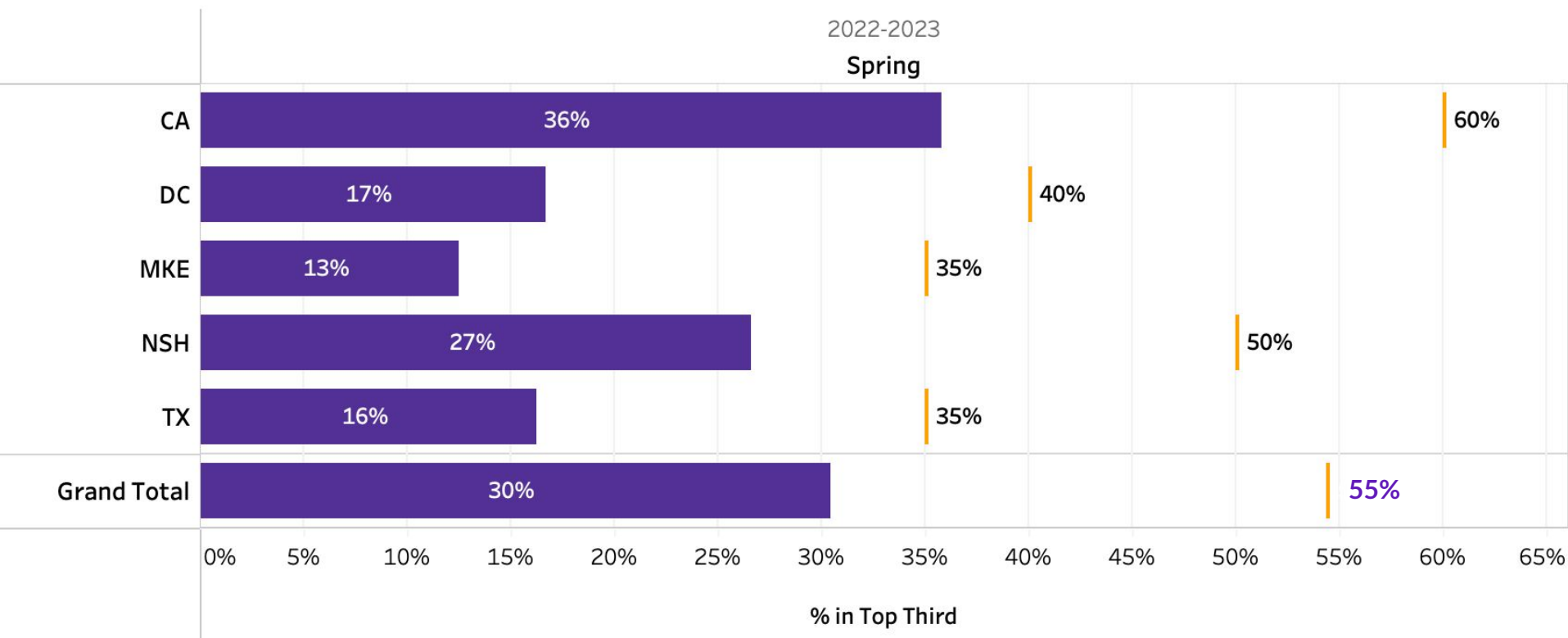


+5 months reading
+7 months math

Came short of gap busting academic results in SY 22.23

5 Year 2028 Goal: **55% of Rocketeers in Top Third (to and through college)**

2023 Spring NWEA MAP % At/Above 67th Percentile and 2028 Goal

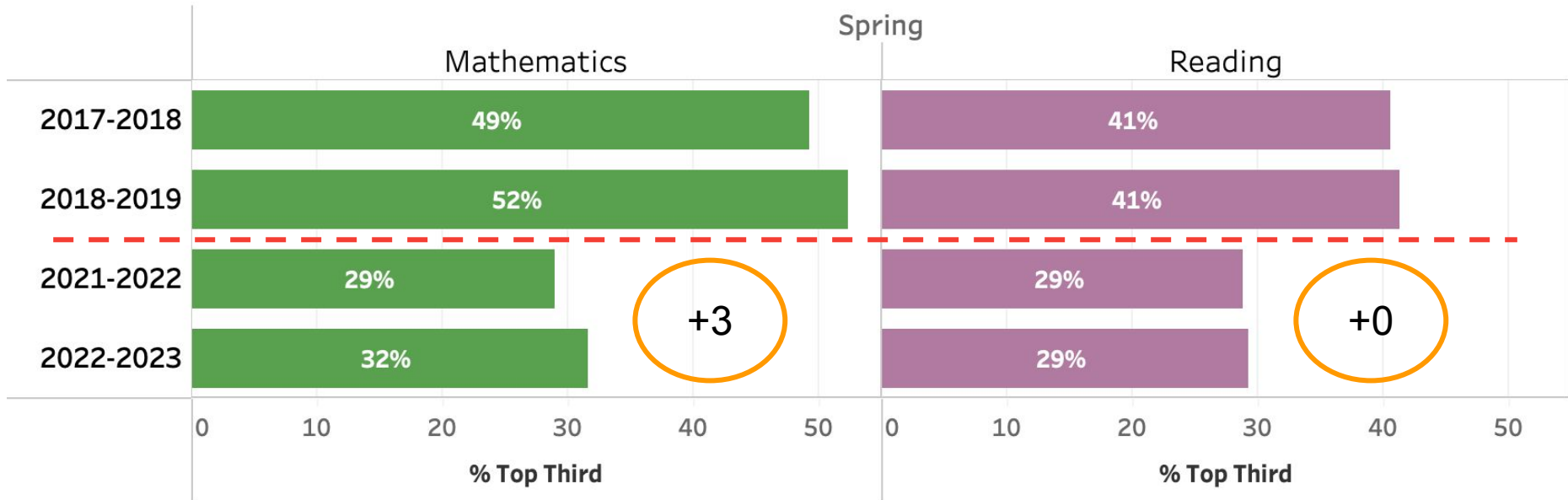


- Fell short of our high expectations
- Aim for 67th percentile because it is predictive of *to and through* college
- In order to reach 2028 goal, regions need to increase Top Third by ~20 percentage points in 5 years => ~4 pts per year, and grow by ~1.3 yrs, YoY
- CA, DC and MKE were 2-3 pts lower than mid-year projections and overall network needs to increase by 25 percentage points to achieve goal



Historical Performance and Gains - Top Third

RPS Network: Spring NWEA MAP % At/Above 67th Percentile

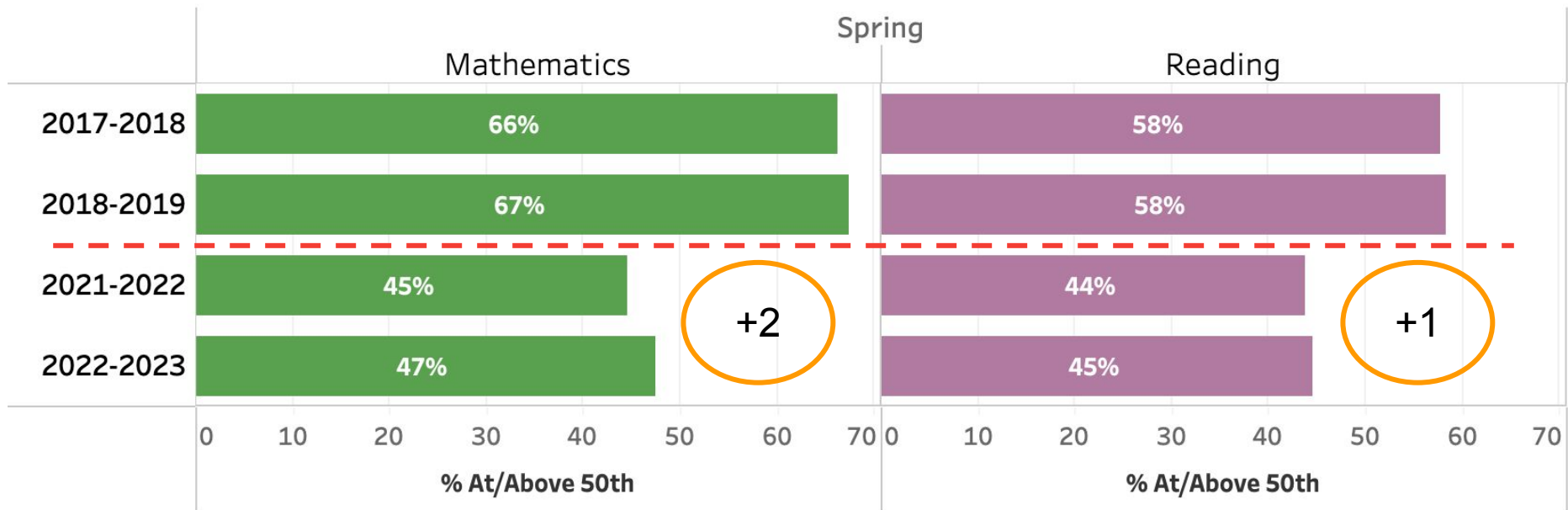


Dotted red line represents 2019-20 and 2020-21 when Spring testing was disrupted.

- Across the network, Math increased but Reading did not see any movement
- Need 4%+ increase, YoY for 5 consecutive years, to achieve 2028 SY goal

Historical Performance and Gains - At/Above 50th from last year

RPS Network: Spring NWEA MAP % At/Above 50th Percentile

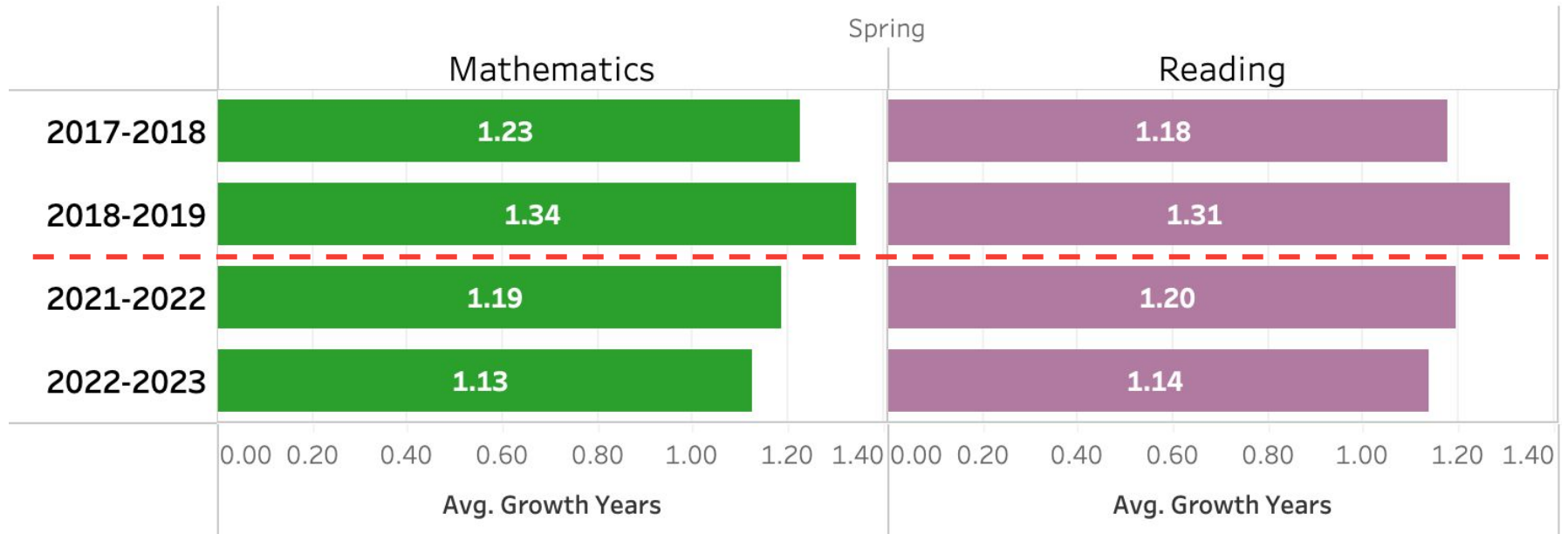


Dotted red line represents 2019-20 and 2020-21 when Spring testing was disrupted.

- Gains mostly due to CA and NSH
- Increasing performance at 50th percentile will contribute to increased performance in top third
- Need 4%+ increase YOY, 5 consecutive years, to achieve 2028 SY goal

To attain absolute 5 year goal, our Rocketeers need to experience 1.3+ years of growth

RPS Network: Fall-to-Spring Avg Growth Years



Dotted red line represents pandemic school disruption when Fall-to-Spring growth was unavailable.

- Rocketeers grew >1.1, but growth is lower than historical and divergent by region
- Current growth rates are not enough to close the COVID achievement gap

Interventions, small group reading and math instruction, OLPs critical to moving students from tier to tier, and consequently, into 50th percentile or above

Avg Growth Years by Starting Tier

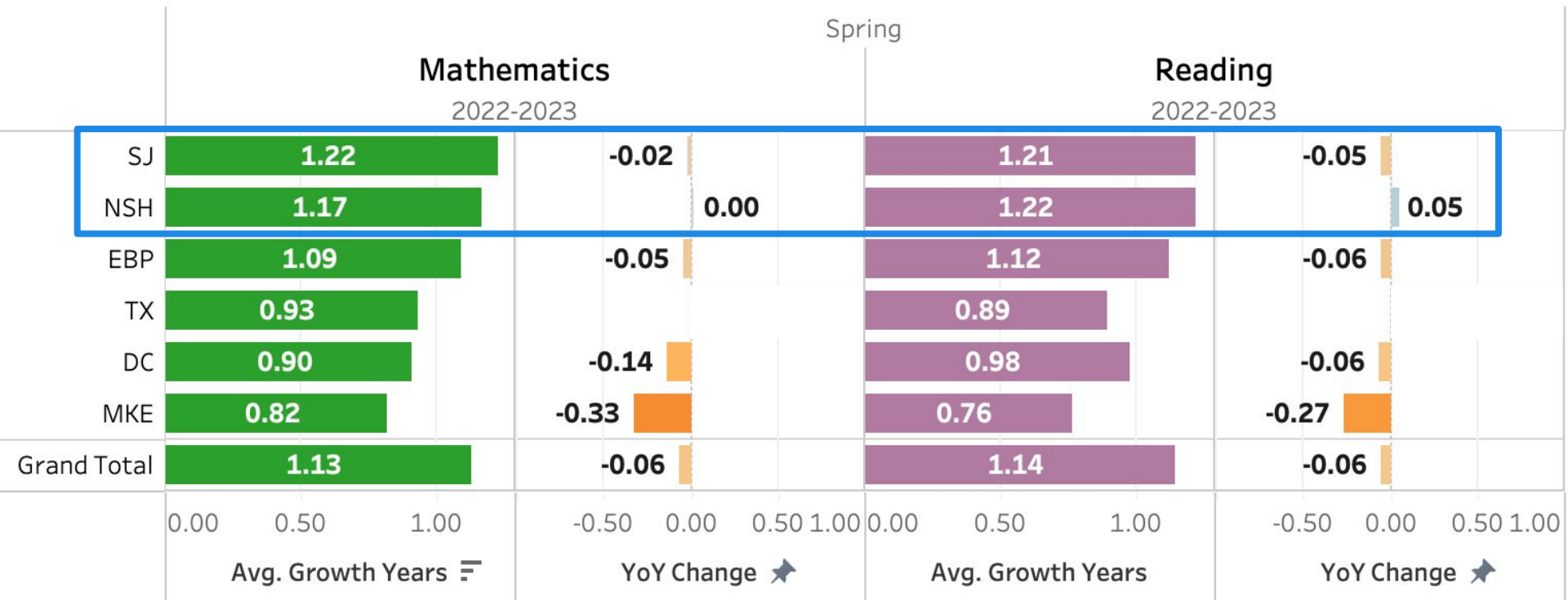
		K	1st	2nd	3rd	4th	5th	Grand Total
Mathematics	Bottom Third	1.26	1.17	1.10	1.16	1.11	1.01	1.14
	Lower Inner Third	1.21	1.11	1.09	1.03	1.01	1.08	1.10
	Upper Inner Third	1.28	1.16	1.01	1.15	0.99	0.93	1.12
	Top Third	1.29	1.24	0.91	1.11	1.11	0.93	1.13
Grand Total		1.26	1.18	1.04	1.13	1.08	1.00	1.13

		K	1st	2nd	3rd	4th	5th	Grand Total
Reading	Bottom Third	1.16	1.04	1.04	1.18	1.34	1.32	1.16
	Lower Inner Third	1.07	1.01	1.10	1.29	1.30	1.27	1.15
	Upper Inner Third	1.21	1.05	1.15	1.25	1.15	1.04	1.15
	Top Third	1.30	1.02	1.01	1.08	1.05	1.04	1.08
Grand Total		1.17	1.03	1.05	1.18	1.23	1.20	1.14



To attain absolute 5 year goal, each region should achieve 1.3+ years of growth

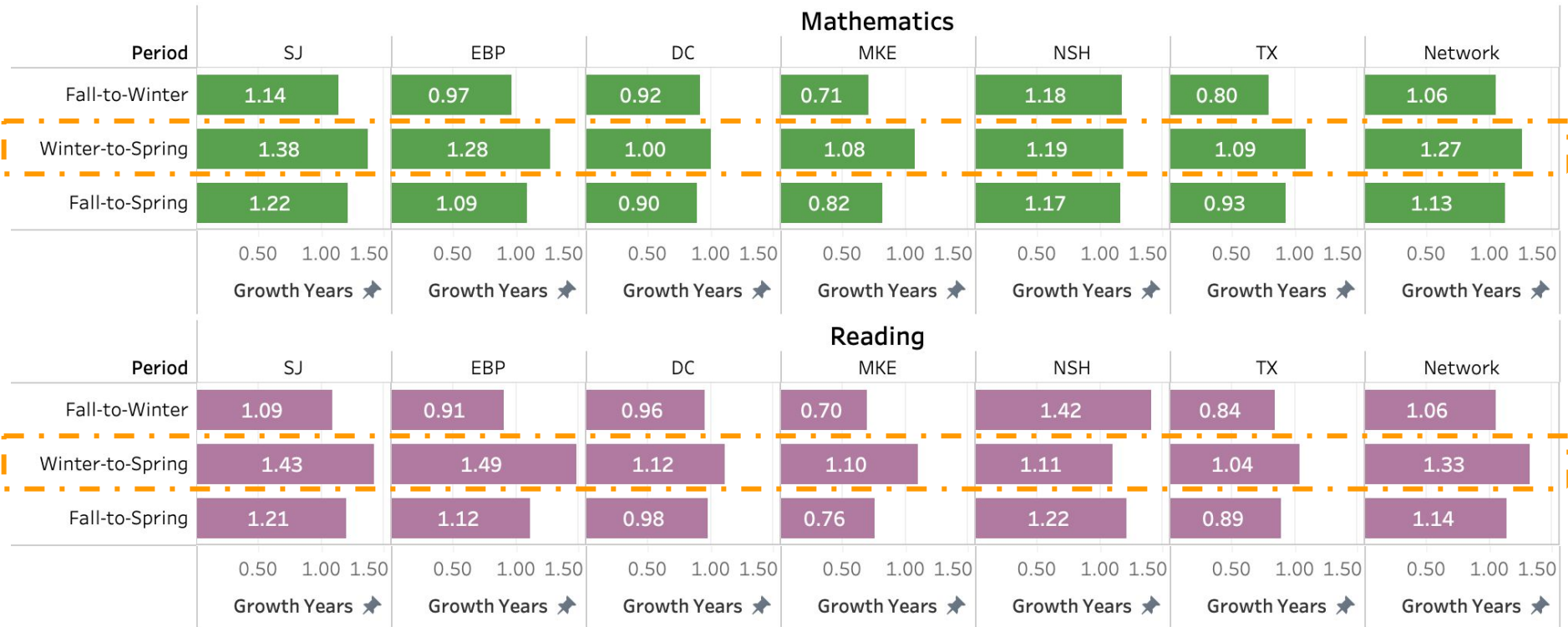
RPS Fall-to-Spring Average Growth Years and Change from 2021-22



- Different growth results across regions
- Strongest growth in SJ and NSH
- NSH Reading is the only region with higher growth compared to last year

Most regions achieved higher 2nd Semester Growth, but were not necessarily able to make up for slower 1st term growth

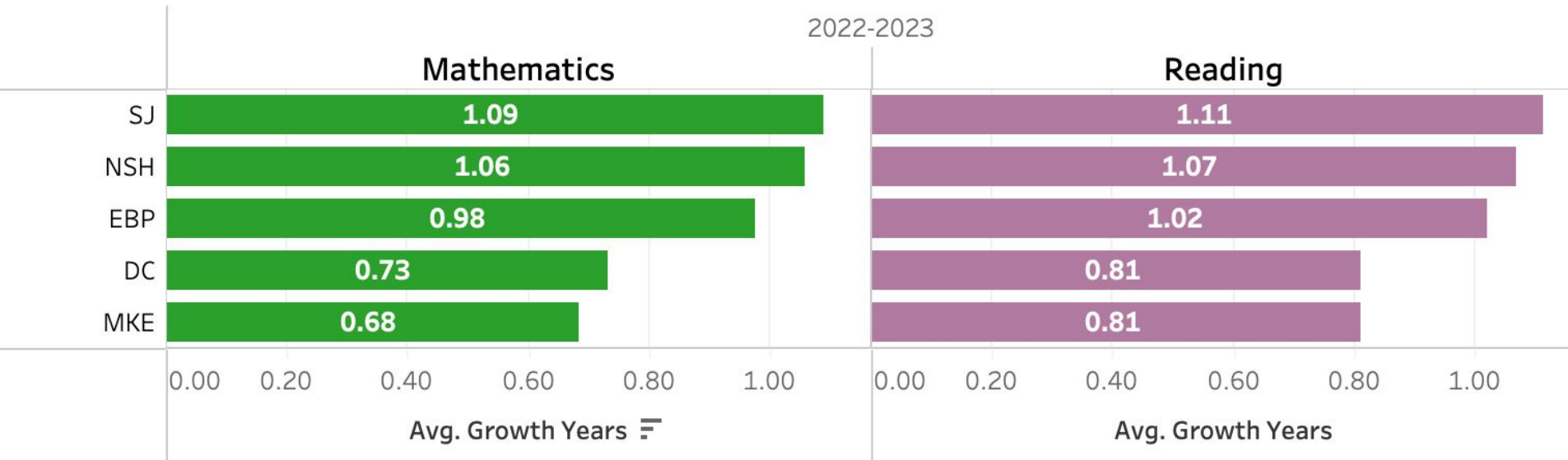
2022-2023 Avg Growth Years by Term



- Growth from F-W and W-S are predictions
- By 2nd semester, more stabilized regional and national teams
- Key vacancies hired for in 2nd semester
- Stronger coaching and data management practices put into place

Spring-to-Spring Growth Years

Spring-to-Spring Growth Metrics
Spring 2022 to Spring 2023

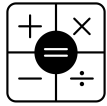


- Includes students who tested as K-G4 in Spring 2022 and returned for full SY 22-23 in G1-G5.

NETWORK OVERVIEW

State test results are still embargoed or haven't been provided yet

CA: CAASPP

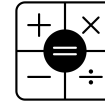


+2%
proficient



+0%
proficient

TN: TN Ready

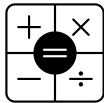


+5%
proficient



+5%
proficient

WI: Forward



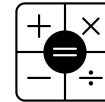
-5%
proficient



-2%
proficient

DC: PARCC &

TX: STAAR



TBD



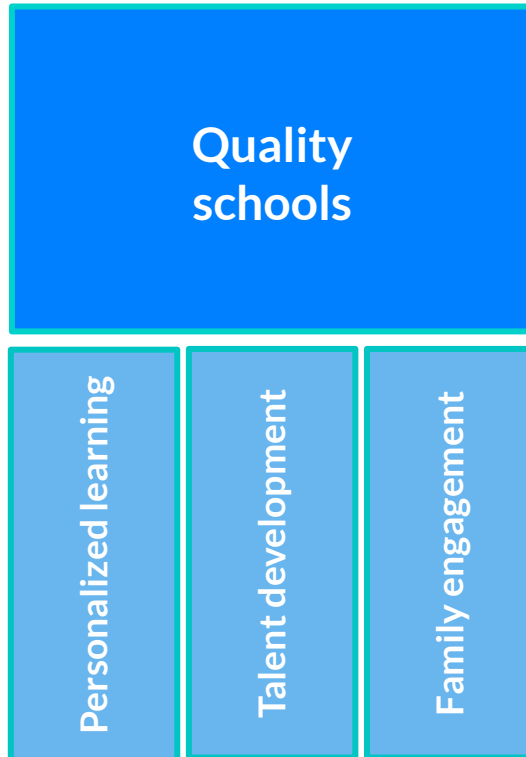
TBD

SY 23.24 Academic Reflections

- **Goal Orientation, Roles, Processes and Shared Commitments**
 - Goals: Lacked alignment on goals, what is core to the model, process to engage in ongoing review, pivot/ action planning processes
 - Roles: vacant and/or new roles on both program and region; unclear responsibilities
 - Processes: lacked discipline around key rituals and tools (i.e., Multi Metric Dashboard–MMD, Organizational Health Dashboard–OHD, Regional Health Dashboard–RHD)
 - Interpersonal Skills: required additional clarity on shared commitments, timelines, follow up, etc
- **Professional Learning**
 - Much stronger onboarding in 22.23 *but* still missed key components critical to overall RPS culture (model, launch, bell schedule, best practices around coaching, data tools)
 - Lacked systematic ongoing development, especially for new to Rocketship leaders
 - Lacked development on adaptive leadership and management, resulting in more focus on reactive crisis management (and less time on instructional coaching)
- **National Curriculum Rollout**
 - Soft-roll outs helpful and validated anecdotal beliefs
 - Open questions remain around utility of internal RPS curriculum
 - NSH and CA continued w/ RPS internal curricula; effectiveness of new curricula often felt in Year 2-3 of implementation



Goals, Roles, Processes and Interpersonal Skills



- **Goals:** Aligned on network 5 year quality goals w/ each executive director
- **Roles:** Synchronized support across regional and national teams, with predictable review of data, outcomes and deliverables
- **Process:** In partnership with strategy team, created aligned data tools, for regional and organizational health dashboards
- **Interpersonal Skills:** Started with norms, behaviors, ritualistic practices

SY23-24 Growth Targets were set to ensure that regions will be on-track for 5 year absolute goals

2023-24 Growth Targets

	Avg. Growth Year Target		% Met Tiered Growth Target	
	Mathematics	Reading	Mathematics	Reading
CA	1.25	1.34	50%	50%
DC	1.25	1.32	44%	51%
MKE	1.26	1.33	42%	48%
NSH	1.25	1.30	47%	51%
TX	1.28	1.32	45%	48%
Network	1.25	1.33	48%	50%

- Using historical student growth trajectories and the Spring 2023 baselines, the RPS Analytics team ran a model simulating growth needed for each of the next 5 school years to achieve the 2028 Goals
- If 23-24 growth targets are achieved, regions are projected to be on track for 5 year goals
- School growth goals are within ranges that RPS schools achieved pre-pandemic

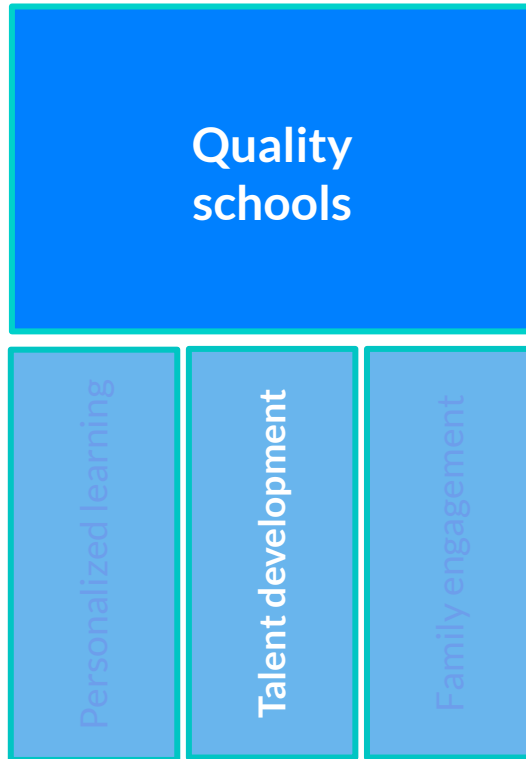
Snapshot of Multimetric Dashboard

School Metrics

		CKLA Knowledge	CKLA Skills	DIBELS BM % At..	Reading NWEA %..	Math Topic Qu..	Math Module..	Math NWEA %..	OLP 5 Weeks	PPH On Track	Home Visits	Chronic Absenteei..	YTD Attendance
CA East B..	RDL	19%	23%	53%	23%	37%	36%	19%	43%	71%	0%	47%	88%
	RFA	34%	34%	63%	34%	35%	62%	34%	45%	96%	51%	39%	90%
	RRWC	18%	16%	37%	16%		41%	18%	52%	95%	4%	38%	90%
CA San Jose	RBM	37%	34%	66%	34%	37%	65%	37%	79%	95%	55%	26%	91%
	RDP	32%	30%	50%	30%	30%	45%	32%	56%	65%	0%	43%	88%
	RFZ	29%	30%	47%	30%	57%	66%	29%	73%	82%	33%	29%	91%
	RLS	34%	29%	69%	29%	0%	61%	34%	58%	95%	80%	30%	92%
	RMS	36%	37%	35%	37%	55%	62%	36%	61%	81%	52%	34%	91%
	ROMO	53%	47%	58%	47%	37%	80%	53%	70%	93%	100%	17%	94%
	RRS	58%	46%	56%	46%	33%	65%	58%	85%	83%	39%	30%	91%
	RSA	39%	31%	51%	31%	46%	37%	39%	65%	99%	20%	34%	91%
	RSK	49%	44%	56%	44%	64%	68%	49%	72%	96%	68%	23%	93%
	RSSP	35%	20%	43%	20%	28%	49%	35%	69%	85%	19%	30%	91%
DC	RIC	12%	16%	37%	16%		30%	12%	48%	84%		54%	83%
	RISE	10%	14%	24%	14%		17%	10%	45%	2%		75%	79%
	RLP	21%	22%	48%	22%		37%	21%	53%	94%		68%	81%
TN	RDCP	42%	33%	55%	33%	73%	50%	42%	37%	87%	100%	31%	92%
	RNNE	13%	18%	47%	18%	63%	48%	13%	47%	93%	33%	54%	87%
	RUA	30%	31%	51%	31%	52%	48%	30%	25%	80%	17%	31%	92%

- Data in above snapshot is not representative data; snapshot is intended to provide a visual representation
- Multimetric dashboard created with input from each ED, VP of Academics
- Accounts for leading and lagging indicators that will drive towards annual NWEA growth and absolute goals

Talent Development: Ongoing Professional Learning



- In partnership with Talent, set goals related to Tier 1-3 teacher movement and Tier 3/4 teacher retention
- Created scope and sequence mastery maps and suggested professional development (for both technical and adaptive skills) for each role
- Providing direct PL support

Snapshot of Professional Learning

August 2023					September 2023					October 2023					November 2023				
M	Tu	W	Th	F	M	Tu	W	Th	F	M	Tu	W	Th	F	M	Tu	W	Th	F
	1	2	3	4					1	2	3	4	5	6			1	2	3
7	8	9	10	11	4	5	6	7	8	9	10	11	12	13	6	7	8	9	10
14	15	16	17	18	11	12	13	14	15	16	17	18	19	20	13	14	15	16	17
21	22	23	24	25	18	19	20	21	22	23	24	25	26	27	20	21	22	23	24
28	29	30	31		25	26	27	28	29	30	31				27	28	29	30	
December 2023					January 2024					February 2024					March 2024				
M	Tu	W	Th	F	M	Tu	W	Th	F	M	Tu	W	Th	F	M	Tu	W	Th	F
				1	1	2	3	4	5				1	2					1
4	5	6	7	8	8	9	10	11	12	5	6	7	8	9	4	5	6	7	8
11	12	13	14	15	15	16	17	18	19	12	13	14	15	16	11	12	13	14	15
18	19	20	21	22	22	23	24	25	26	19	20	21	22	23	18	19	20	21	22
25	26	27	28	29	29	30	31			26	27	28	29		25	26	27	28	29
April 2024					May 2024					June 2024					Legend				
M	Tu	W	Th	F	M	Tu	W	Th	F	M	Tu	W	Th	F					
1	2	3	4	5			1	2	3	3	4	5	6	7	Grey				
8	9	10	11	12	6	7	8	9	10	10	11	12	13	14	Yellow				
15	16	17	18	19	13	14	15	16	17	17	18	19	20	21	Pink				
22	23	24	25	26	20	21	22	23	24	24	25	26	27	28	Purple				
29	30				27	28	29	30	31						Cyan				
															Green				

- Scope and sequence for each role, and differentiated by tiers
- New structures will include:
 - National development clinics for Principals and APs
 - New Principal quarterly off-sites, followed by on the ground coaching and mentoring
 - Year long, regionalized, in-person OM development
- Continuing: BOM development, quarterly principal development, mid-year achievement summit

School Leader Development Scope and Sequence Map

- Adaptive leadership and management development will be delivered by the Talent Team in partnership with Program
- Investments made in asynchronous learning platforms to promote continuous learning, self and team development
- Dedicated 1:1 coaching with the Talent Team for New Principal Engagement & Development



New Principal Pathway: Coaching Cohort

“If you want to go fast go alone, if you want to go far, go together.” - African Proverb

Onboarding	Mentoring	Development
<ul style="list-style-type: none">• New Principal Cohort• Regular coaching sessions as a team• 1:1s with functional teams• In-person meetings & professional development• New Leader Norming (within first 90 days)• Mentorship assignments for high risk group• Peer shadowing with high-performing Principal	<ul style="list-style-type: none">• Retention of Black Female Principals• 1 - hour monthly commitment for mentor/mentee• Mentor previously held Principal role• Strengthen inclusion & belonging• Serves as a sounding board and advocate• Resources & tools provided	<ul style="list-style-type: none">• LinkedIn Learning & Vector Training Solutions (asynchronous/on-demand)• Adaptive Leadership Skills<ul style="list-style-type: none">◦ Conflict Management◦ General Ethics◦ Challenging Behaviors• Instructor-Led Training<ul style="list-style-type: none">◦ Diversity, Equity, Inclusion & Belonging◦ Direct Relationships◦ Selecting Talent• National Development Clinics



Recruitment & Retention: Drivers for Success

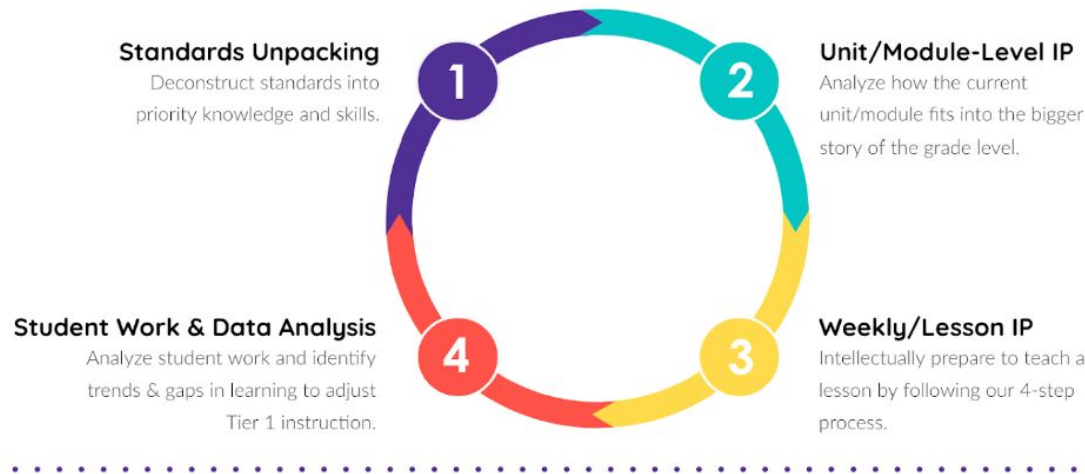
Drivers	Details
Compensation & Benefits	Competitive pay & benefits for enhanced total rewards Teacher Professional Development Funds & Educational Assistance Sign-on bonuses for new hires in high need subjects (ISE/EL) Retention bonuses for high turnover campuses
Internal Promotions & Pathways	Talent Review & Succession Planning Rising Leaders - Teacher to AP development Rivet School - Teacher credentialing program Reach University - CA teacher credentialing program Alverno College - MKE Para to teacher pathway Latinos for Education
External Pathways & Partners	National Black MBA Association Ed Leaders of Color Black Women Education Leaders Latinos for Education Broad Residency Nashville Relay Residency Internship Program - Masters/Undergraduate - <i>coming soon</i> Parent to Para Pathway - <i>coming soon</i> Education Pioneers Fellowship Program - <i>coming soon</i> National Teacher Residency Program - <i>coming soon</i> Educate ME Foundation HBCU Summer Fellows - <i>coming soon</i>
Culture & Experiences	Regional New Employee Orientation & Onboarding New Leader Norming Adaptive Leadership Development - LinkedIn Learning & Vector Solutions Manager Feedback Survey Action Plan (address high turnover) Behavioral Based Interviewing & Equity in Hiring Training (quality of hire) Black Female Principal Mentorship New Hire Survey (30-60-90 days) Exit Survey Data & Analytics



Focusing on Skills, SGI and Eureka

Vision for Intellectual Prep

4 stages of intellectual preparation to teach a module or unit.



- **National Curriculum Rollout**

- Socialization and practice with all new curriculum took place beginning in Spring, '23
- Fidelity to curriculum matters (i.e., pacing, learning the block); core block look fors are a guide towards this practice
 - Focus of PT will be on Skills, SGI and Eureka
- Pilot results reveal that **teacher training and ongoing coaching support** is the critical achievement lever (vs. HQ curriculum)
 - Key lever 1: coaching development
 - Key lever 2: implementation and ongoing monitoring of curriculum
- Open questions remain around utility of internal RPS curriculum
- 2+ years required to determine effectiveness of curricula

Review Rocketship Public Schools 5 Year Strategic Plan and approve the proposed Logic Model and Five Year Goals



Agenda for today

- Review and approve our vision and its enabling Logic Model
- Review and approve our 5 year goals
- Preview our approach to enabling Scaled Impact

Phase 1

Our Logic Model

Gap busting schools.

Stanford CREDO study of over 3 million public school students highlighted Rocketship as one of the charter sector's "gap busting" networks that are providing empirical proof that high-quality public education is possible anywhere. Rocketeers gain 5 to 7 months of additional learning per year.

Educator representation.

Research shows that student success improves when they have at least one same-race teacher. While the majority of the nation's public school teachers are white, 80% of educators at Rocketship identify as people of color and are representative of the kids and communities we serve.

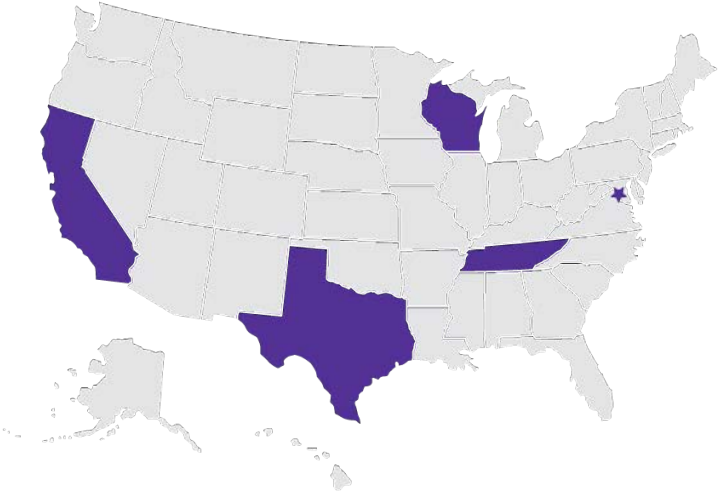
Parent power.

Across the country, Rocketship families have led and participated in many successful campaigns on issues ranging from school-specific concerns to those that impact families across the country, including: community safety campaigns, voter registration, mayoral candidate forums, education funding, immigration rights, and more. (SRI 2024)

15 YEARS
5 REGIONS
27,508
ROCKETEERS

Last August, we launched our 5 year planning effort with an exploration of what we've learned and how we've evolved.

We have refined and crystalized key aspects of our model, strategy, and theory of change over our first 15 years.



Personalized Learning

Ecosystem Impact

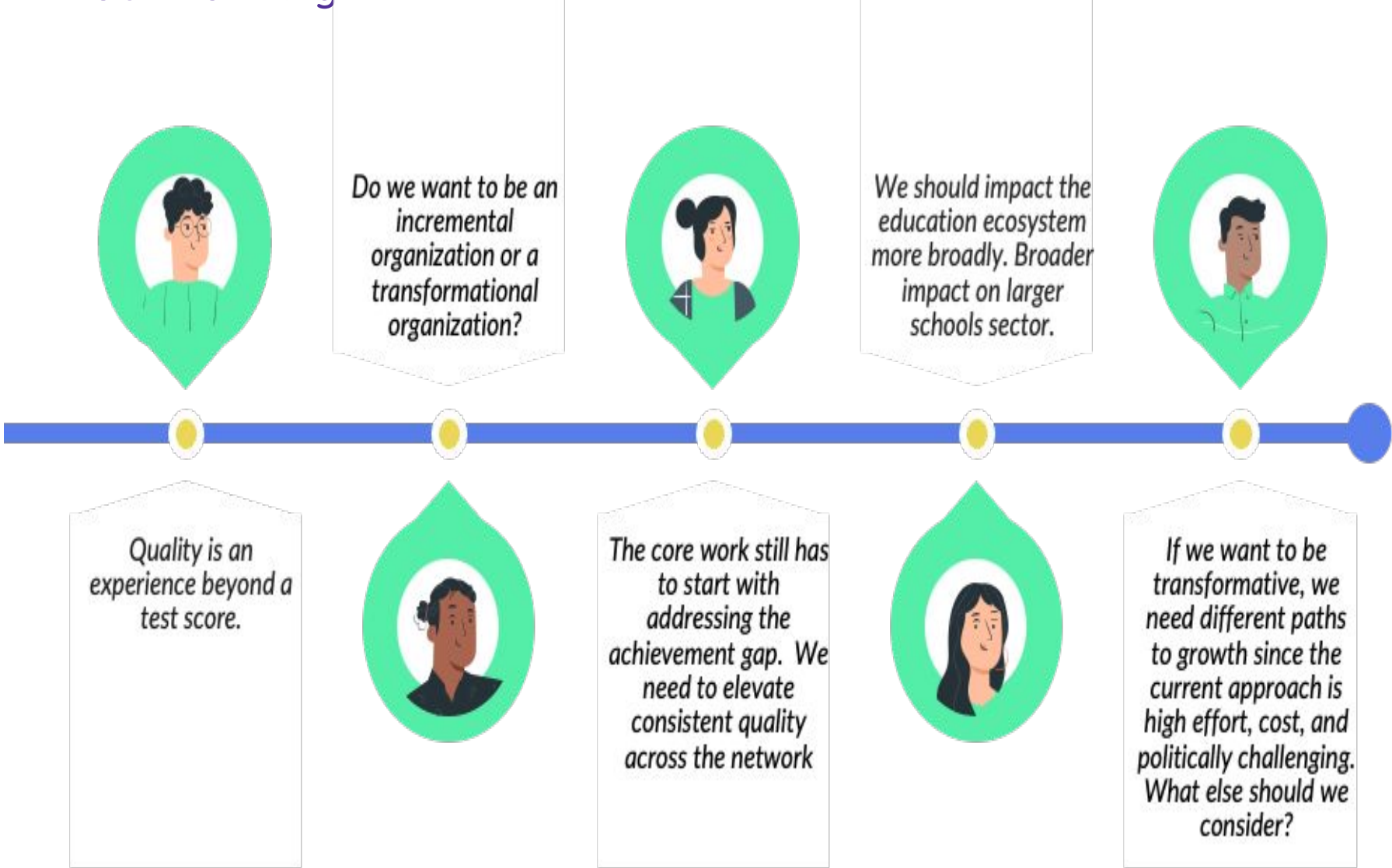
Regional expansion

Sustainability on public funding

Talent Development

Parent Power

We asked the board what they want to see Rocketship achieve in our next 5 years.



We then launched a process to deeply engaged parents, staff, and leaders across RPS to collectively develop our new plan.



All our stakeholders reflected on the potential to broaden our “community impact” beyond academic results alone.

Great elementary schools and mobilized parents created demand for an ecosystem of higher quality schools in the community. **How do we harness that power for more impact?**

Can we serve two generations of a family - the adults and the students - to increase our impact?

How can we help families overcome major barriers like housing and jobs?

Can we become a services hub for our families to gain access to community resources?

How can we improve community wellness and nutrition and address other harmful behaviors?

Should we expand to early education?

In reflecting on our collective ambition, many aspects of our impact already reach far beyond academics and the classroom.

Parent organizing

By learning our how to harness their power, our parents are working to improve public safety, immigration rights, education funding, and more.

Representation matters

80% of our teachers identify as educators of color. Research shows that Black and brown students who have teachers that look like them are more successful, confident, and experience other benefits beyond purely academics.

Talent pipeline

Building a job pipeline for community members, starting with hourly roles, supporting them to complete their degrees, and providing a path to becoming a teacher or school leader.

Facility investment

Building schools that become a source of pride and beacon of transformation that improve public safety, create jobs, and provide a shared community resource.



It became clear that the “achievement gap” is a critical milestone on our journey, but not our ultimate destination.

“Quality has to be an impact beyond a test score. What is the student’s experience? A test score is not a life outcome.”

“15 years ago, achievement gap was the term everyone was using to describe academic deficits in our communities. But really, the issue we are trying to solve goes beyond academic performance alone. We can all agree that **our families and students have fewer opportunities and need more.**”

“What is the role that an excellent public education should play in our society? Academic achievement is just one part of a transformational public education. Great schools are the foundation of the American promise of equal opportunity.”

Source: Fall 2023 Rocketship stakeholder discussion sessions.

As we reflected more deeply on the ultimate impact we aim to achieve, we centered on improving **social mobility**.*

Social mobility refers to change in a person's socioeconomic situation, either in relation to their parents (intergenerational mobility) or throughout their lifetime.*

Source: [OCED](#)

*However, we recognized that social mobility was too broad and risks **mission creep**. We need to balance our collective ambition for impact with a vision that remains centered on our expertise in education.

We landed on *Equal Access to Opportunity for All* as the right evolution of our vision.

Equal Access to Opportunity for All

We support children and families to overcome barriers to opportunity so every child in our community can achieve upward social mobility.



This new vision is grounded in the hopes & dreams of our families.



*“The cycle of poverty is real. As a mom, I am trying my best. I faced impostor syndrome as an adult going through college and now having graduated, there are still so many obstacles. The middle class is disappearing in the US. **We need equity, and we need to fight for our kids. I get emotional because I am still fighting an uphill battle.**”*

- RPS parent leader

“Communities are already underserved where we are, so our children are already behind their peers and have less opportunities. I feel like RPS could do even more.”

- RPS parent leader

“**Access** to opportunity is what America is about as a democracy. Access means leveling the playing field, enabling one to enter the game at the same level as others.”

– *Board Member*



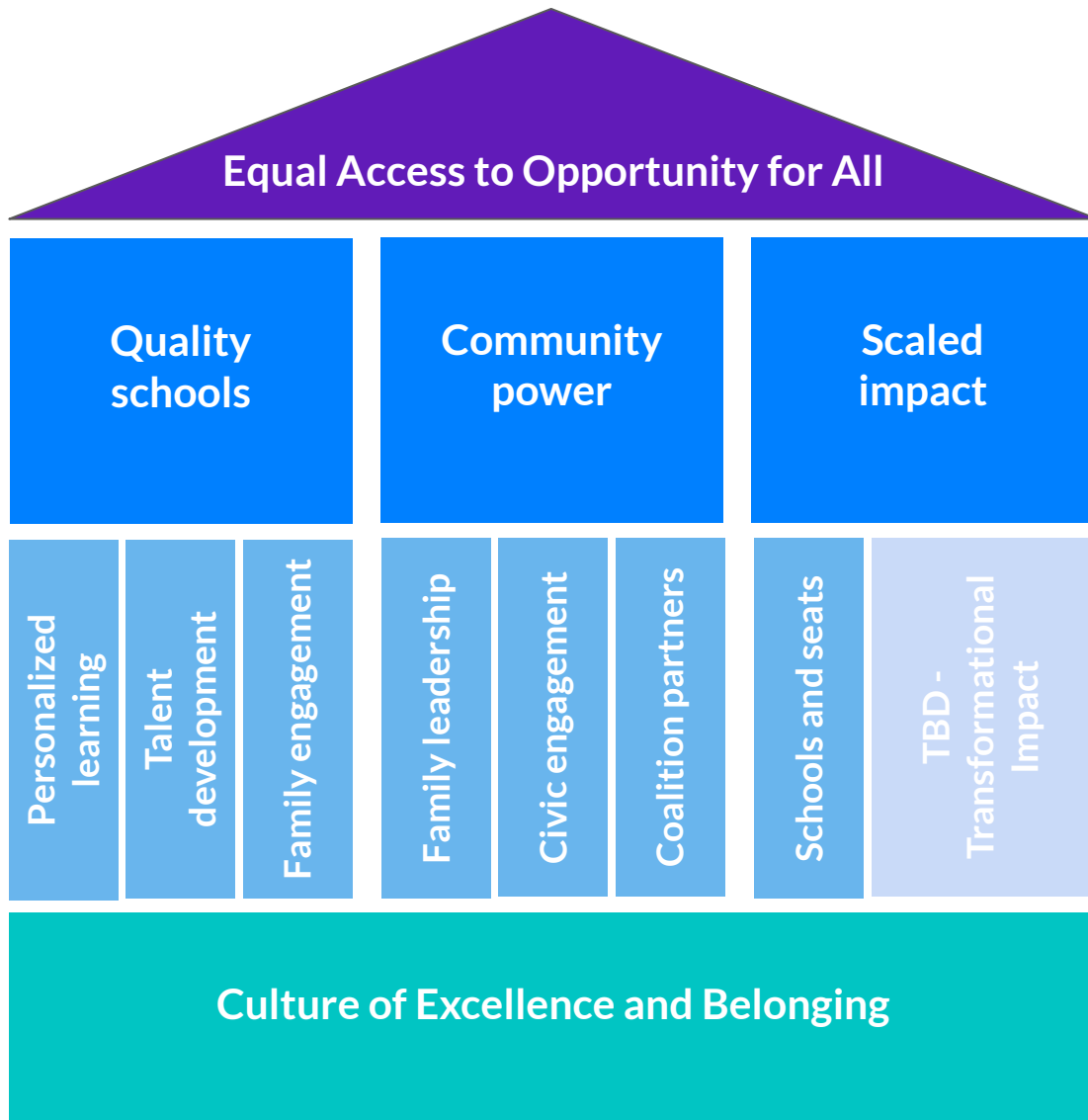
Unpacking *Equal Access to Opportunity for All*.

Equal Access to Opportunity for All

We support children and families to overcome barriers to opportunity so every child in our community can achieve upward social mobility.

- **“Access to opportunity”** marks a clear goal on the path to social mobility that clearly establishes our role as well as the agency of our students to define and achieve their own life and career goals.
- **“Equal access”** ensures equity remains at the core of our network and signals the systemic barriers to opportunity that persist in our country.
- **“For all”** conveys our ambition to scale to the size of the problem we are working to solve.

To clarify how we achieve Equal Access to Opportunity for All, we collaborated across the org to build this strategic “house”



Aspiration
 A clear and cohesive vision of what we are ultimately striving to achieve.

Strategic Levers
 The key outcomes that we aim to achieve over a designated time period in order to advance progress toward our vision.

Activities
 Specific actions through which we will operationalize our strategic levers.

Key Enablers
 Foundational strengths in our organizational that underlies our ability to achieve outcomes.

Quality Schools: Our schools remain rooted in delivering “gap busting” excellence in elementary education.

Rocketship will continue to operate high-performing elementary schools to 1) enable Rocketeers to **matriculate to middle school on a college-ready trajectory** and 2) **put pressure on the systems of schools in RPS communities** to deliver high quality instruction



Personalized learning

A coherent, targeted approach to student learning experiences across core, supplemental and interventional programming



Talent development

Providing teachers the targeted and differentiated professional learning experiences to accelerate their impact



Family engagement

Facilitating family engagement activities that can accelerate student learning and achievement



Our community strongly believes that quality education is the most important lever for Rocketship

“Quality schools - that’s why I am here. And community power. The more we fight against unjust laws the better. We need equity, and we have to fight for our kids.”

- CA parent

“Quality schools is the first priority. If we don’t have this piece together, it is hard to get anything else done.”

- WI parent

“These levers resonate. I am most interested in the quality of our schools. Emphasis on personalized learning, talent development, and family engagement. When the family is involved, students do better in school”

- TN parent



Community Power: An evolution of our parent organizing work that honors and expands our breadth of impact.

Rocketship will continue to **grow the power and impact of our families** to affect positive change in their communities by deepening **parent leader impact with a broader civic engagement and coalition development strategy.**



Family leadership

Activities designed to increase the leadership capabilities of families both in and out of school



Civic engagement

Activities designed to increase participation in civic activities both in and out of school that improve one's community or address wider social issues



Coalition partners

Partnering with ally community organizations in creating collective power in the community

Our families and staff identified Community Power as an attribute that makes Rocketship truly distinctive

“What’s going to separate us from other charter schools is not just our academic scores. What makes us different is how we work with and interact with families. That’s why I joined Rocketship.”

-DC school leader

“A lot of families don’t get involved because they don’t know how. Sharing information, how to address community concerns, and empower them to be engaged is critical. Education is very political.”

-TN staff member

“I have a fellow parent who for three years I have been trying to get her to run for president of SSC. And she finally did.... She is now helping ELL parents, but for years she was just scared of her own power. We need to groom future leaders.”

- CA parent leader

Scaled Impact: Extending the impact our schools and community.

RPS will magnify our national impact by **increasing the number of Rocketeers** across current and future regions and by **exploring innovative ways** to deepen and extend our impact



Schools and seats

Strategies to increase enrollment, retain Rocketeers, and increase quality seats across current and future regions



Transformational impact

The exploration of ways to broaden impact by bringing RPS's best practices to students and communities outside of our schools

Our stakeholders also pushed us on ways to scale our impact

At Rocketship, Rocketeers gained the equivalent of 96 additional days of learning in reading and 138 additional days of learning in math. That is equivalent to five to seven months of additional learning in a single school year.

- as reported in the Stanford CREDO Study, 2023

“Do we want to be an incremental organization, or a transformational organization?”

- Board Member

“Given the dire situation across the country, we have an imperative as Rocketship to grow, and to grow our impact. There is a real need for quality schools and community power.”

- Regional leader

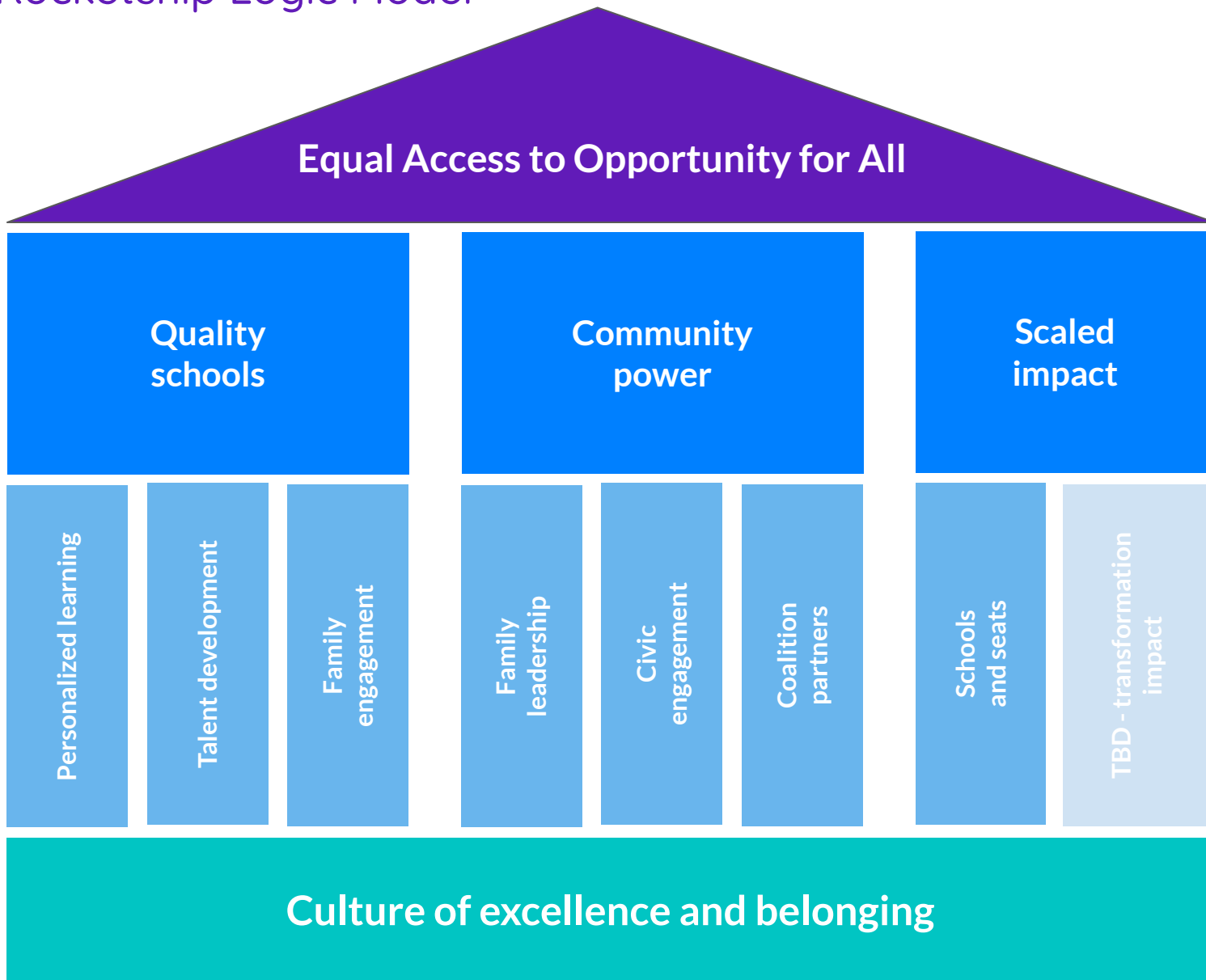
Underpinning it all is the priority enabler, **Culture of Excellence and Belonging**



*“One major way we can work from an asset-based lens is to recognize the power of the communities we serve and bring that power into our workforce. Having **educators who reflect our communities harnesses the power of showing our kids that their cultures, backgrounds, and experiences matter and helps to develop deeper teacher/student relationships.**”*

-Director of Diversity, Equity and Inclusion

At the end of the presentation, we are requesting Board approval of this Rocketship Logic Model



Phase 2

5 Year Goals

Based on research and internal analyses, we set ambitious yet attainable 5-year goals for each element of the house

Equal access to opportunity for all

Rocketship Opportunity Index Score

Quality schools

- 55% of Rocketeers on track for success to and through college
- 60% of Rocketeers enrolled for 3+ years on track in READING for success to and through college

Community power

Community Power Composite Score of 95%

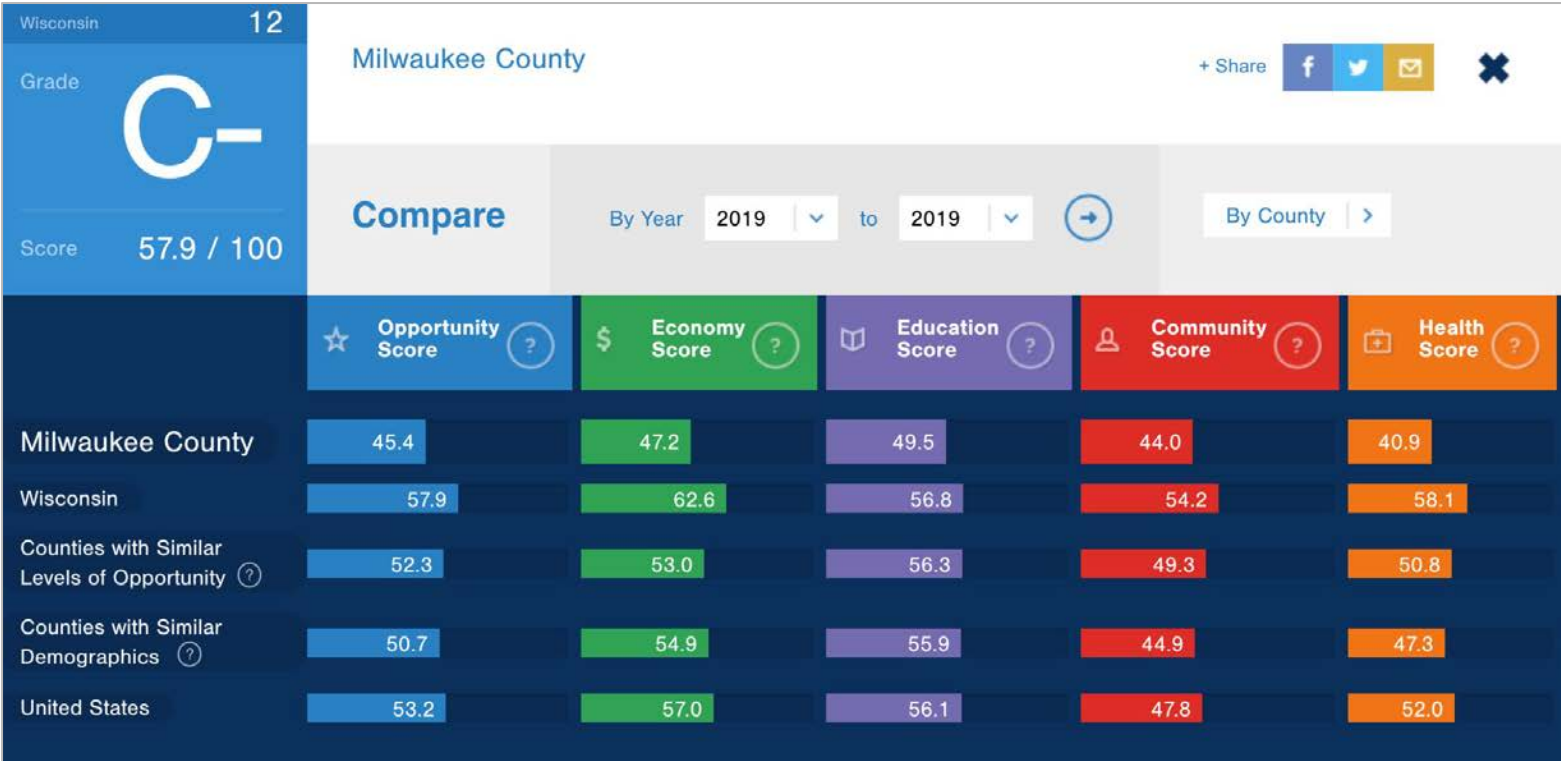
Scaled impact

44,000 Lifetime Rocketeers

Culture of excellence and belonging

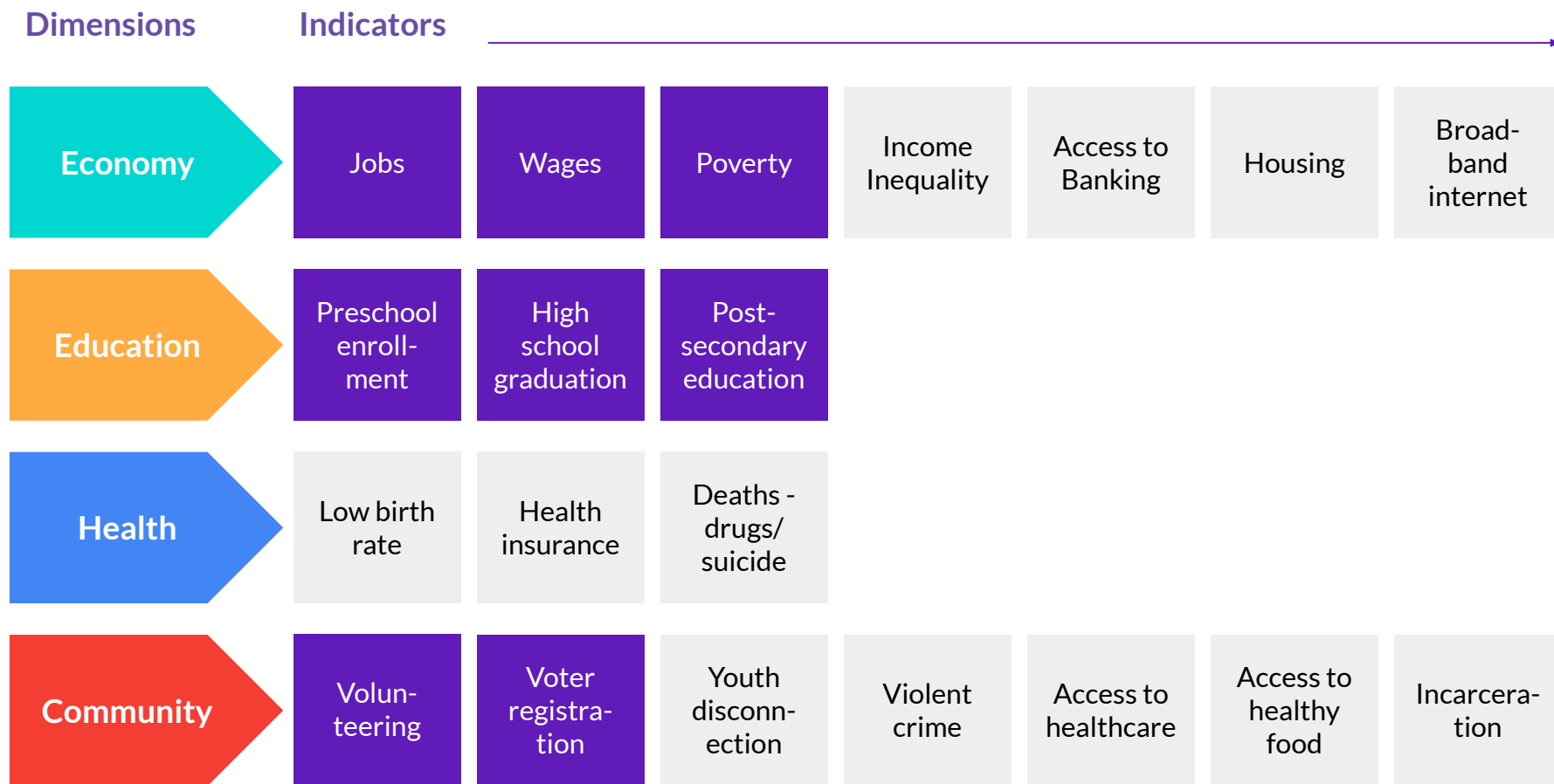
Net Promoter Score of 50

The Opportunity Index is a nationally-recognized index used to measure social mobility that provides county-level comparisons



Source: [Opportunity Index](#)

We identified the 8 metrics that Rocketship impacts, among the many indicators of the Opportunity Index score



Source: [Opportunity Index](#)



Based on research and data collection feasibility, we identified RPS proxies for each of those metrics, using students as our focus

Dimension	Indicator	OI Metric	RPS Metric 2028
Education <i>(Quality Schools)</i>	Preschool enrollment	% of 3- and 4-year-olds attending preschool	% of RPS students who attended preschool
	High school graduation*	% of freshmen who graduate in four years	% of RPS G9 alumni who are on track to graduate high school
	Postsecondary education*	% of adults with AA degree or higher	% of RPS G4/5 students who are on track to go to and through college
Economic <i>(Quality Schools + Community Power)</i>	Wages	Median household income	Table for now until we determine the Family Services lever
	Jobs	Unemployment rate	
	Poverty	% of population living under poverty level	
Community <i>(Community Power)</i>	Voter registration	% of eligible adults 18+ registered to vote	% of eligible RPS families 18+ registered to vote
	Volunteering	% of adults who report they volunteered	% of RSP families who report they volunteered

*NWEA performance as a proxy for high school graduation and postsecondary attainment (Source: [NWEA MAP College Readiness Benchmarks](#))

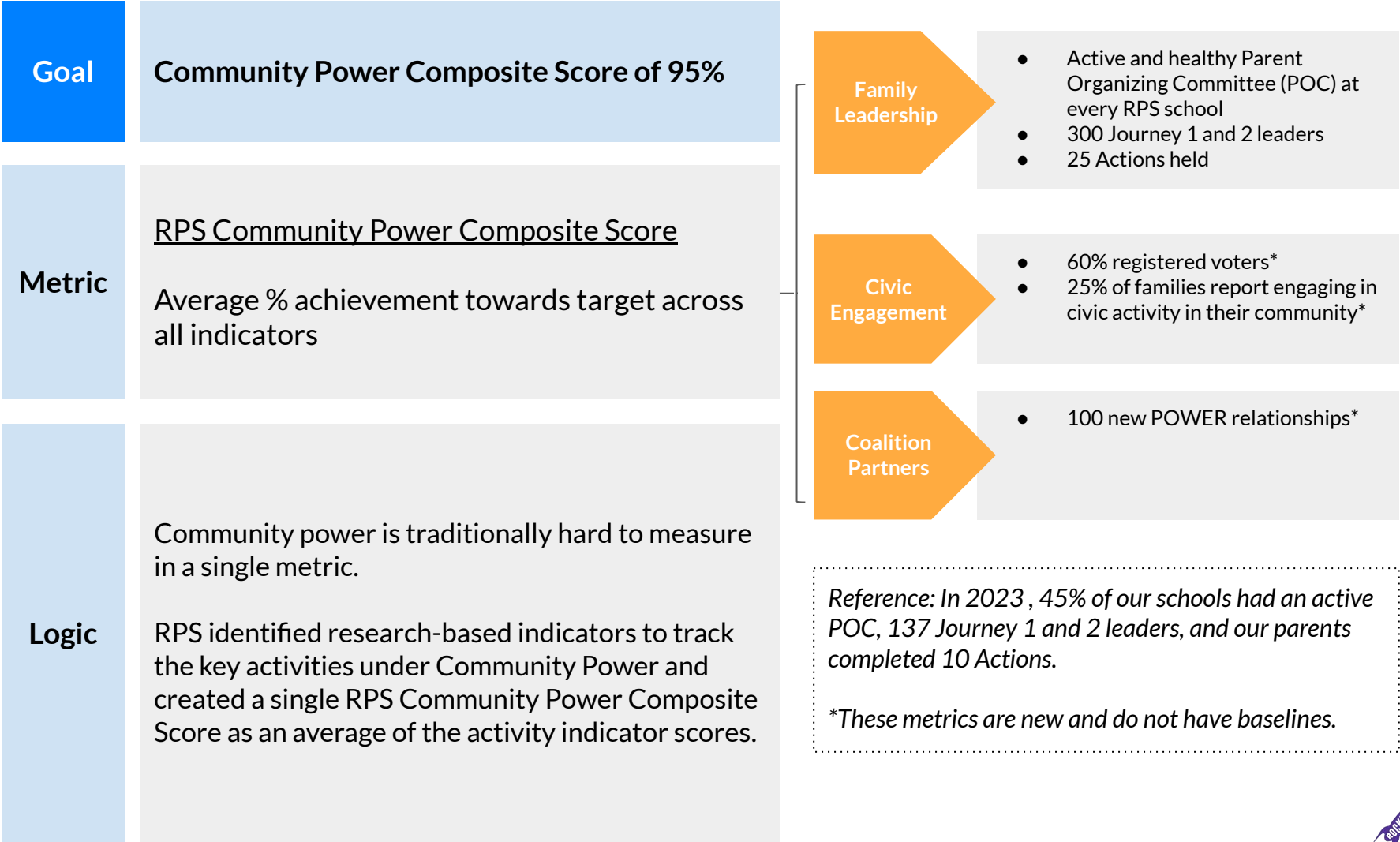


Quality Schools: In service of our aspiration, we are aligning Quality to college and career readiness.

Goal	<ul style="list-style-type: none">● 55% of Rocketeers on track for success to and through college● 60% of Rocketeers enrolled for 3+ years on track in READING for success to and through college
Metric	67th percentile on NWEA Reading and Math
Logic	<p>Nationwide, only 25% of students make it to and through college.</p> <p>The NWEA has correlated its reading and math scores with the ACT. Performance at approximately the 67th percentile in reading and math is predictive of a 24 ACT, ensuring a high level of readiness for college entrance and completion.</p> <p>Goal setting for both point in time (55%) and 3+ years (60%) enables us to track cumulative efficacy while also ensuring we maintain committed to serving all students every school year.</p>
Targets	We selected targets that were aggressive but attainable. We took the highest single year growth achieved at RPS historically and applied that growth over 5 years.



Community Power: We developed a composite score to encompass all three core activities of this strategic lever.



Scaled Impact: We changed our growth metric to better reflect the community impact we have over time

Goal 44,000 Lifetime Rocketeers

Metric All students, including alumni, who have attended Rocketship schools for at least 150 days

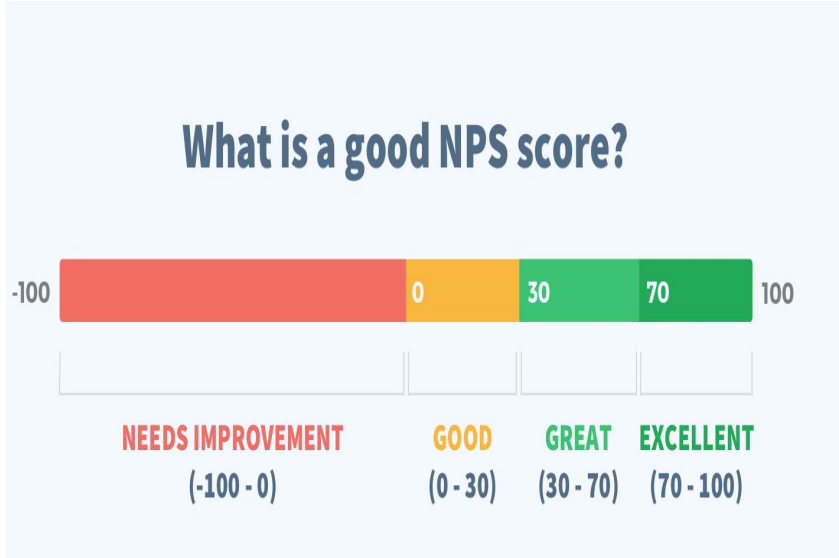
Logic By including both current students and alumni, Lifetime Rocketeers better captures the broader impact of operating schools in a community for many years
It also credits the ongoing service of new students schools and regions that are not growing

Region	19-20	20-21	21-22	22-23E	23-24E	24-25E	25-26E	26-27E	27-28E
Existing schools									
CA Total	16,685	18,251	19,735	21,193	22,626	24,033	25,416	26,774	28,109
WI Total	1,399	1,575	1,905	2,105	2,305	2,505	2,705	2,905	3,105
DC (w/o RIC)	1,781	2,052	2,365	2,678	2,992	3,305	3,618	3,931	4,244
TN (w/o DREAM)	2,654	2,950	3,279	3,608	3,937	4,266	4,595	4,924	5,253
New schools									
RIC		153	224	291	358	425	491	558	624
DREAM				306	376	446	516	585	655
TN 4							209	279	349
TN 5								209	279
RDDE				276	348	420	492	564	636
TX 2					315	387	459	531	603
TX 3								225	297
TX 4								225	297
TX 5									225
Network	22,519	24,981	27,508	30,458	33,256	35,786	38,501	41,711	44,677
DC Total	1,781	2,205	2,589	2,970	3,349	3,729	4,109	4,489	4,868
TN Total	2,654	2,950	3,279	3,914	4,313	4,712	5,320	5,998	6,536
TX Total	0	0	0	276	663	807	951	1545	2058

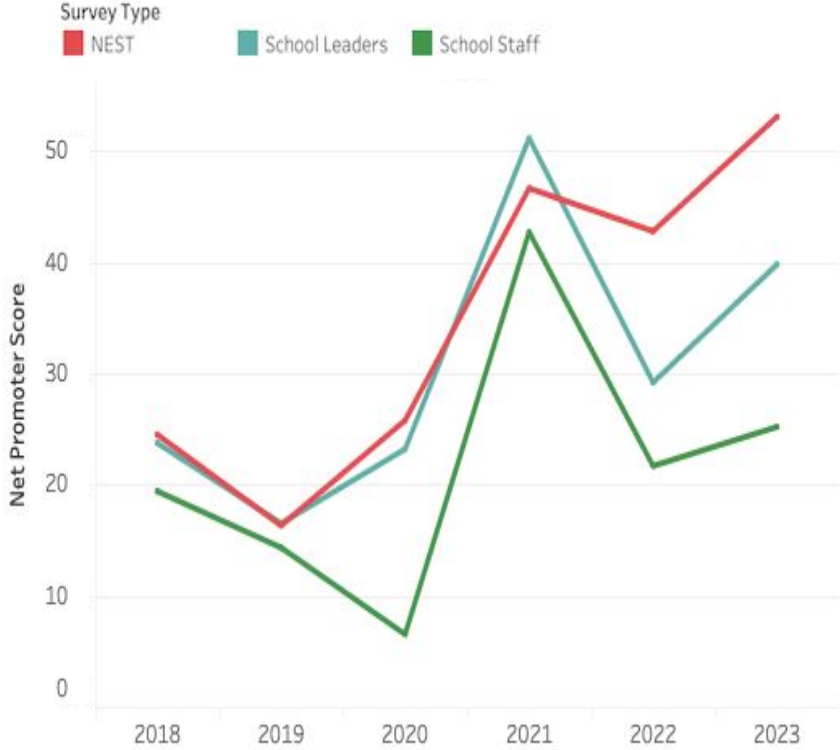
To set this target, we projected out growth of Lifetime Rocketeers in existing regions using historical CAGRs and added new seats expected from new schools over the next 5-years. We are currently at 30,000.



Culture of Excellence and Belonging: With NPS, We are leveraging one of the world's leading metrics on user experience and satisfaction



NPS is a score describing the number of customers (or employees) who would recommend your product, service, or organization.



Rocketship's net promoter score among staff is 31.7 – up from 26 in 2022 – this year our target is 36.

At the end of the presentation, we are requesting Board approval of these 5-year goals

Equal access to opportunity for all

Rocketship Opportunity Index Score

Quality schools

- 55% of Rocketeers on track for success to and through college
- 60% of Rocketeers enrolled for 3+ years on track in READING for success to and through college

Community power

Community Power Index Score of 95%

Scaled impact

44,000 Lifetime Rocketeers

Culture of excellence and belonging

Net Promoter Score of 50

Phase 3

Scaling Our Impact

For potential new areas of growth, we will focus on defining and evaluating transformational impact strategies this Fall

Description

New region growth

- Opening Rocketship schools in new regions

Software and services

- Disseminating software products, such as JetPacked, and providing related services

Consulting Services

- Supporting other organizations through greenlighting, talent, and other consulting

Family Services Hub

- Expanding CareCorp to all Rocketship regions to provide support to access family services

Family Capacity Building

- Help families build skills and capacity, such as resume-writing or interviewing

Alumni Services

- Support alumni success through an alumni network, internships, college app support, etc

We seek to evaluate transformational impact strategies with the following timeline



After defining our 5-year strategies and goals, our next steps are...

- Define and evaluate transformational change strategies
- Develop regional 5-year plans aligned to this national vision
- Build out the systems and plans to operationalize each strategic lever
- Revisit and redefine our mission statement to align to new aspiration

Board Approvals

- Approve Rocketship Public Schools proposed Logic Model
- Approve Rocketship Public Schools Five Year Goals

Appendix - Regional Budgets



FY24 Changes to BSP Enrollment

School/Region	August	June	Change	Percent
CA				
RMS	484	484	0	0%
RSSP	299	314	(15)	-5%
RLS	344	359	(15)	-4%
ROMO	551	556	(5)	-1%
RDP	406	406	0	0%
RBM	486	471	15	3%
RSA	520	514	6	1%
RSK	539	535	4	1%
RFZ	527	529	(2)	0%
RRS	612	585	27	5%
RRWC	316	307	9	3%
RFA	675	664	11	2%
RDL	607	576	31	5%
CA	6,366	6,300	66	1%
NSH				
RNNE	485	500	(15)	-3%
RUA	475	500	(25)	-5%
RDCP	396	375	21	6%
NSH	1,356	1,375	(19)	-1%
MKE				
RSCP	446	480	(34)	-7%
RTP	306	352	(46)	-13%
MKE	752	832	(80)	-10%
DC				
RISE	475	507	(32)	-6%
RLP	640	635	5	1%
RIC	367	355	12	3%
DC	1,482	1,497	(15)	-1%
TX				
RDDE	380	380	0	0%
TX2	306	306	0	0%
TX	686	686	0	0%
Total	10,642	10,690	(48)	0%

The revised BSP enrollment numbers reflect actual enrollment as of the beginning of August coupled with data driven analysis to project the number of students schools will have enrolled on the 30th day of school. In aggregate, our revised BSP enrollment projection is almost the same as it was in June. There is some variation from school to school and region to region.

We have adjusted school budgets to reflect updated enrollment assumptions with the exception of TX. We will update TX over the next two weeks as we prepare a revised budget for the TX board approval in September.

NeST budgets have also been updated as needed.

We have contingency plans that we can implement for each school in the event that enrollment is lower than updated BSP.



National NeST FY24 Budget

The National NeST FY24 proposed budget shows an \$836K CINA, \$830K higher than the budget that was approved in June.

There were two significant changes to the budget:

- Support fee revenue increased in direct relationship to the increase in school revenue.
- We added \$350K in depreciation expense that was omitted from the June budget. This represents the anticipated depreciation of the Workday implementation. It has no impact on cash.



National NeST FY24 Budget

National NeST	FY24 August Budget	FY24 June Budget	
(\$000)	Total	Total	Variance
Federal Revenue			
State			
Other Local Revenues	1,443	1,443	
Int Transfers/Network Support Fee	21,214	19,882	1,332
Grants and Fundraising	3,400	3,400	
Total Revenues	26,057	24,725	1,332
Certificated Salaries			
Classified Salaries	14,863	14,933	70
Employee Benefits	2,624	2,651	27
Books and Supplies	1,231	1,061	(171)
Food Services	6		(6)
Operating and Housekeeping	6	5	(1)
Professional Services	3,236	3,173	(62)
Other Operating Expenses	1,519	1,548	30
Leases and Repairs	311	311	
Miscellaneous Expenses	1,425	1,036	(389)
Total Expenses	25,221	24,718	(502)
CINA	836	6	830



California FY24 Budget Overview

Highlights

There are significant changes in both revenue and expense in the August budget.

- CINA is increasing by \$1.5M
- Enrollment is increasing by 66 students
- Revenue is increasing by \$9.8M
- Expenses are increasing by \$8.2M
- All but one school is projected to operate with positive CINA

Programmatic Shifts

The changes in California are unique as both the revenue and expense are growing significantly. These are the result of programmatic shifts associated with targeted funding that require us to have offsetting expenses when revenue increases. For example, the CA funded after school program, ELOP, provides RPS with up to \$15M in FY24. We had intended to use \$10 but were able to shift that to \$14M (funds that aren't used roll to the next year).

In addition, the state shifted our approach to TK. This led us to enroll a significant number of additional TK students generating both revenue and offsetting expense.



California FY24 Budget Overview (cont.)

Revenue

In addition to the increases in programmatic revenue, the per pupil funding increased. We had projected a 5.3% increase in May. The final state budget calls for an increase of approximately 8.2%.

Expense

Expenses both increased and shifted in the August budget:

- Our after school program increased both staffing and professional services expenses.
- Increased ISE needs emerged through the analysis of new student enrollment data creating a need for additional staff.
- Schools finalized their final ESSER spending plans for FY24. Once plans were solidified, \$6.7M of ESSER expenses were shifted from from miscellaneous expenses to comp expense in the August budget.



CA FY24 Regional Summary

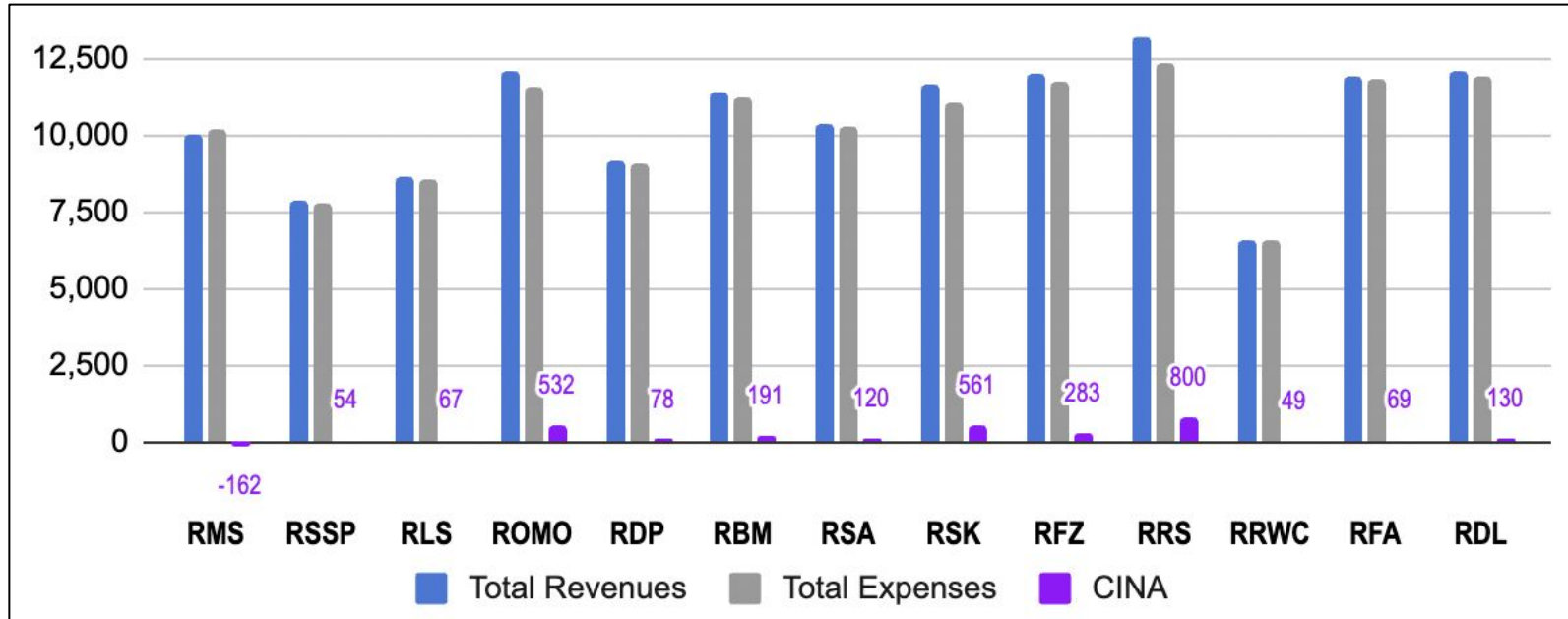
CA Schools & Regional NeST (\$000)	August			June			Variance
	Total Schools	CA NeST	Total	Total Schools	CA NeST	Total	
Enrollment	6366		6366	6300		6300	66
Attendance Rate	90%		90%	90%		90%	
ADA	5740		5740	5670		5670	71
Federal Revenue	15,677		15,677	15,459		15,459	218
State	121,259		121,259	112,089		112,089	9,170
Other Local Revenues	26		26	131		131	(105)
Int Transfers/Network Support Fee Grants and Fundraising		6,442	6,442		5,971	5,971	471
Total Revenues	136,961	6,442	143,403	127,678	5,971	133,649	9,754
Certificated Salaries	32,226		32,226	27,289	335	27,624	(4,602)
Classified Salaries	20,360	2,751	23,111	16,482	2,371	18,853	(4,258)
Employee Benefits	15,117	517	15,633	12,854	685	13,539	(2,094)
Books and Supplies	6,528	242	6,770	6,552	242	6,794	24
Food Services	4,665	39	4,703	4,901	39	4,940	236
Operating and Housekeeping	2,865	9	2,874	2,850	9	2,859	(15)
Professional Services	17,713	668	18,381	13,910	668	14,578	(3,803)
Other Operating Expenses	1,695	484	2,179	1,706	484	2,190	11
Facility Fee	10,077	298	10,375	10,077		10,077	(298)
Leases and Repairs	2,550	81	2,632	2,538	379	2,917	286
Network Support Fee	19,325		19,325	17,913		17,913	(1,412)
Miscellaneous Expenses	1,068	700	1,768	8,749	700	9,449	7,681
Total Expenses	134,189	5,789	139,977	125,819	5,913	131,732	(8,246)
CINA	2,773	653	3,425	1,859	58	1,918	1,508



FY24 YE Projections - California Schools:

All but one school is budgeted to operate with a positive CINA

California Schools FY24 Projected Year End CINA



CA Schools	CINA Projections						
	RMS	RSSP	RLS	ROMO	RDP	RBM	RSA
Total Revenues	10,018	7,839	8,620	12,119	9,162	11,379	10,402
Total Expenses	10,180	7,785	8,553	11,588	9,084	11,188	10,281
CINA	-162	54	67	532	78	191	120
	RSK	RFZ	RRS	RRWC	RFA	RDL	Total Schools
Total Revenues	11,635	12,006	13,187	6,587	11,934	12,074	136,961
Total Expenses	11,074	11,723	12,386	6,537	11,865	11,944	134,189
CINA	561	283	800	49	69	130	2,773



FY24 Budget - CA Schools

CA Schools & Regional NeST (\$000)	FY24 August Budget													Total Schools
	RMS	RSSP	RLS	ROMO	RDP	RBM	RSA	RSK	RFZ	RRS	RRWC	RFA	RDL	
Enrollment	484	299	344	551	406	486	520	539	527	612	316	675	607	6366
Attendance Rate	90%	90%	90%	92%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%
ADA	436	269	310	507	365	437	468	485	474	551	284	608	546	5740
Federal Revenue	1,226	1,343	1,428	1,277	1,244	1,521	1,097	1,236	1,339	1,258	847	1,083	778	15,677
State	8,789	6,495	7,190	10,842	7,916	9,855	9,304	10,396	10,667	11,926	5,738	10,848	11,293	121,259
Other Local Revenues	2	2	2		3	2	1	3	1	2	2	3	3	26
Int Transfers/Network Support Fee Grants and Fundraising														
Total Revenues	10,018	7,839	8,620	12,119	9,162	11,379	10,402	11,635	12,006	13,187	6,587	11,934	12,074	136,961
Certificated Salaries	2,412	1,928	2,272	2,701	2,288	2,802	2,609	2,545	2,527	2,649	1,795	2,977	2,722	32,226
Classified Salaries	1,761	1,222	1,200	1,820	1,490	1,689	1,353	1,822	1,499	1,808	1,219	1,891	1,587	20,360
Employee Benefits	1,198	891	995	1,301	1,080	1,290	1,145	1,257	1,180	1,278	855	1,395	1,253	15,117
Books and Supplies	545	342	383	534	426	501	539	558	522	578	345	663	592	6,528
Food Services	333	256	245	478	332	459	409	479	404	386	204	372	307	4,665
Operating and Housekeeping	242	244	171	181	160	265	232	190	266	243	177	266	227	2,865
Professional Services	968	915	821	1,432	907	1,312	1,437	1,311	2,125	2,283	686	1,627	1,889	17,713
Other Operating Expenses	173	92	106	142	110	129	127	139	119	134	104	165	155	1,695
Facility Fee	868	619	872	946	747	850	722	878	1,149	865	27	391	1,143	10,077
Leases and Repairs	179	129	145	244	166	224	213	215	194	240	134	242	224	2,550
Network Support Fee	1,415	1,103	1,223	1,701	1,271	1,593	1,457	1,643	1,700	1,879	916	1,695	1,729	19,325
Miscellaneous Expenses	86	43	119	107	106	76	40	38	37	44	76	180	116	1,068
Total Expenses	10,180	7,785	8,553	11,588	9,084	11,188	10,281	11,074	11,723	12,386	6,537	11,865	11,944	134,189
CINA	(162)	54	67	532	78	191	120	561	283	800	49	69	130	2,773

In aggregate, the CA schools will generate \$2.8M in positive CINA.

All schools with the exception of RMS will operate with positive CINA in FY24.

The RMS negative CINA is relatively small, less than 2% of its total budget. We will work to identify opportunities to close the negative CINA gap for the this school. However, if RMS does operate with a slightly negative CINA, the school will be able to draw on its strong cash reserve which is currently in excess of \$2.6M.



MKE FY24 Budget Overview

Highlights

There are significant changes in the August budget.

- CINA is increasing by \$544K
- Enrollment is decreasing by 80 students from 832 to 752
- Revenue is increasing by \$219K
- Expenses are decreasing by \$325K in line with the decrease in enrollment.

CINA

- The revised CINA projection is \$179K. \$10K at NeST and \$169K at the schools.

Revenue

- We had a significant legislative win; per pupil revenue for K-5 is increasing by \$1,853 or 19%, from \$9,532 to \$11,385.
- Final year of ESSER funding totaling \$932K.
- Fundraising target of \$800K, a decrease of \$200K from the June budget.

Expenses

- Expenses decreased from the June budget to offset the decrease in enrollment
- The budget was built with a detailed and intentional staffing plan
- Assumes a projected FY24 ISE population that mirrors FY23 (twice as large as FY22)
- Includes critical shifts in compensation to ensure that pay is competitive
- Invests in HUM curriculum, as well as Tier 2 and 3 interventions



MKE FY24 Regional Summary: CINA improves by \$544K

MKE Schools & Regional NeST (\$000)	August			June			Variance
	Total Schools	MKE NeST	Total	Total Schools	MKE NeST	Total	
Enrollment	752		752	832		832	-80
Federal Revenue	2,941		2,941	2,664		2,664	277
State	8,322		8,322	8,187		8,187	135
Other Local Revenues	80		80	80		80	
Int Transfers/Network Support Fee		508	508		501	501	7
Grants and Fundraising		800	800	197	803	1,000	(200)
Total Revenues	11,343	1,308	12,651	11,128	1,304	12,432	219
Certificated Salaries	2,913		2,913	3,085		3,085	171
Classified Salaries	2,039	1,014	3,052	2,318	1,031	3,349	296
Employee Benefits	1,058	166	1,225	1,182	181	1,363	138
Books and Supplies	670	12	683	676	12	688	5
Food Services	629	4	633	693	4	697	64
Operating and Housekeeping	352		352	352		352	
Professional Services	396	35	432	392	37	429	(3)
Other Operating Expenses	178	27	205	228	27	255	50
Facility Fee	723		723	723		723	
Leases and Repairs	277		277	277		277	
Network Support Fee	1,524		1,524	1,503		1,503	(20)
Miscellaneous Expenses	414	40	454	64	12	77	(378)
Total Expenses	11,174	1,298	12,473	11,494	1,304	12,797	325
CINA	169	10	179	(366)		(365)	544



FY24 Budget - MKE Schools & NeST:

MKE schools operate without philanthropy as a result of increased funding levels

MKE Schools & Regional NeST (\$000)	Proposed FY24 August Budget				
	RSCP	RTP	Total Schools	MKE NeST	Total
Enrollment	446	306	752		752
Federal Revenue	1,859	1,082	2,941		2,941
State	4,904	3,418	8,322		8,322
Other Local Revenues	10	70	80		80
Int Transfers/Network Support Fee				508	508
Grants and Fundraising				800	800
Total Revenues	6,774	4,569	11,343	1,308	12,651
Certificated Salaries	1,826	1,087	2,913		2,913
Classified Salaries	1,219	820	2,039	1,014	3,052
Employee Benefits	646	413	1,058	166	1,225
Books and Supplies	400	270	670	12	683
Food Services	362	267	629	4	633
Operating and Housekeeping	206	146	352		352
Professional Services	219	177	396	35	432
Other Operating Expenses	104	74	178	27	205
Facility Fee	423	300	723		723
Leases and Repairs	134	143	277		277
Network Support Fee	921	602	1,524		1,524
Miscellaneous Expenses	236	178	414	40	454
Total Expenses	6,696	4,478	11,174	1,298	12,473
CINA	78	91	169	10	179



NSH FY24 Budget Overview

Highlights

The changes to the NSH budget from June to August are not significant.

- CINA increased by approximately 1% of total revenue or \$280K.
- Revenues increased by \$443K
- Expenses increased by \$164K
- We are projecting a decrease of 19 students.

CINA

- The revised CINA projection is \$742K; \$37K at NeST and \$707K at the schools.

Revenue

- The NSH FY24 budget is based on an enrollment of 1,356 students.
- Final year of ESSER funding totaling \$1.3M.
- Fundraising total of \$617K includes summer school grant revenue to help offset the cost of summer school.
- We anticipate that NSH revenue may improve by as much as 4% per pupil but we are awaiting final state and authorizer confirmation before incorporating that change into the budget.

Expenses

- NSH schools are making strategic investments in classroom assistants, EL Specialists, and special education staff to provide increased academic support at schools.



NSH FY24 Regional Summary:

Minimal changes to CINA from June to August

NSH Schools & Regional NeST (\$000)	August			June			Variance
	Total Schools	TN NeST	Total	Total Schools	TN NeST	Total	
Enrollment	1356		1356	1375		1375	-19
Federal Revenue	3,918		3,918	3,883		3,883	35
State	22,903		22,903	22,703		22,703	200
Other Local Revenues	71		71	71		71	
Int Transfers/Network Support Fee		1,285	1,285		1,243	1,243	42
Grants and Fundraising	417	200	617	250	200	450	167
Total Revenues	27,309	1,485	28,794	26,907	1,443	28,351	443
Certificated Salaries	5,552		5,552	5,403		5,403	(148)
Classified Salaries	4,908	720	5,628	5,236	720	5,956	328
Employee Benefits	3,127	151	3,279	3,007	141	3,148	(131)
Books and Supplies	1,497	19	1,515	1,498	19	1,516	1
Food Services	1,121	12	1,133	1,118	12	1,130	(3)
Operating and Housekeeping	768		768	753		753	(14)
Professional Services	2,728	272	3,000	2,699	272	2,970	(30)
Other Operating Expenses	365	181	546	325	181	506	(40)
Facility Fee	1,974	44	2,019	1,974		1,974	(44)
Leases and Repairs	544	43	586	543	87	630	44
Network Support Fee	3,855		3,855	3,730		3,730	(125)
Miscellaneous Expenses	163	9	171	163	9	171	()
Total Expenses	26,602	1,450	28,052	26,450	1,439	27,889	(164)
CINA	707	35	742	458	4	462	280



FY24 Budget - NSH Schools & NeST

NSH Schools & Regional NeST (\$000)	FY24 August Budget Total					
	RNNE	RUA	RDCP	Total Schools	TN NeST	Total
Enrollment	485	475	396	1356		1356
Federal Revenue	1,688	1,622	607	3,918		3,918
State	8,186	8,291	6,426	22,903		22,903
Other Local Revenues	9	15	47	71		71
Int Transfers/Network Support Fee					1,285	1,285
Grants and Fundraising	78	76	263	417	200	617
Total Revenues	9,961	10,004	7,343	27,309	1,485	28,794
Certificated Salaries	2,154	1,907	1,490	5,552		5,552
Classified Salaries	1,776	1,739	1,393	4,908	720	5,628
Employee Benefits	1,142	1,101	885	3,127	151	3,279
Books and Supplies	507	558	431	1,497	19	1,515
Food Services	425	418	279	1,121	12	1,133
Operating and Housekeeping	242	271	255	768		768
Professional Services	900	902	925	2,728	272	3,000
Other Operating Expenses	131	163	72	365	181	546
Facility Fee	573	507	895	1,974	44	2,019
Leases and Repairs	172	233	139	544	43	586
Network Support Fee	1,418	1,428	1,009	3,855		3,855
Miscellaneous Expenses	60	53	50	163	9	171
Total Expenses	9,500	9,279	7,824	26,602	1,450	28,052
CINA	461	726	(480)	707	35	742



DC FY24 Budget Overview

Highlights

The changes to the DC budget from June to August are show a significant increase to both revenue and expense but CINA stays materially constant

- CINA increased by \$58K
- Revenues increased by \$922K
- Expenses increased by \$864K
- We are projecting a decrease of 15 students.

CINA

- The revised CINA projection is \$931K, \$164K at NeST and \$767K at the schools.

Revenue

- The DC FY24 budget is based on an enrollment of 1,482 students.
- Final year of ESSER funding totaling \$2.7M.
- Fundraising total of \$1M.
- Per pupil increase of 5%

Expenses

- In anticipation of the elimination of ESSER funding, the DC region has made staffing shifts to ensure long-term sustainability.
- Strong investments in HUM curriculum and science program.
- Retention dollars for teachers funded by a DC region-wide compensation allocation.



DC FY24 Regional Summary:

CINA remains flat with significant increases in revenue and offsetting increase in expenses.

DC Schools & Regional NeST (\$000)	FY24 August Budget Total			FY24 June Approved Budget			Variance
	Total Schools	DC NeST	Total	Total Schools	DC NeST	Total	
Enrollment	1482		1482	1497		1497	-15
Federal Revenue	6,163		6,163	6,177		6,177	(14)
State	35,706		35,706	35,293		35,293	413
Other Local Revenues	1,265		1,265	777		777	488
Int Transfers/Network Support Fee		1,772	1,772		1,737	1,737	35
Grants and Fundraising	650	350	1,000	650	350	1,000	
Total Revenues	43,783	2,122	45,906	42,896	2,087	44,983	922
Certificated Salaries	6,397		6,397	6,220		6,220	(177)
Classified Salaries	5,358	1,096	6,454	4,209	1,235	5,444	(1,010)
Employee Benefits	2,455	213	2,668	2,295	194	2,488	(179)
Books and Supplies	2,443	143	2,586	2,441	143	2,583	(2)
Food Services	937	10	947	924	10	934	(14)
Operating and Housekeeping	1,330		1,330	1,330		1,330	
Professional Services	10,323	201	10,525	10,948	201	11,149	625
Other Operating Expenses	484	182	666	484	182	666	
Facility Fee	7,118	72	7,190	7,118		7,118	(72)
Leases and Repairs	853	42	895	853	114	967	72
Network Support Fee	5,317		5,317	5,211		5,211	(106)
Miscellaneous Expenses							
Total Expenses	43,016	1,958	44,974	42,031	2,079	44,110	(864)
CINA	767	164	931	865	8	873	58



FY24 Budget - DC Schools & NeST

DC Schools & Regional NeST (\$000)	FY24 August Budget Total					
	RISE	RLP	RIC	Total Schools	DC NeST	Total
Enrollment	475	640	367	1482		1482
Federal Revenue	2,234	2,763	1,165	6,163		6,163
State	11,667	15,265	8,773	35,706		35,706
Other Local Revenues	151	268	845	1,265		1,265
Int Transfers/Network Support Fee					1,772	1,772
Grants and Fundraising	200	200	250	650	350	1,000
Total Revenues	14,253	18,497	11,034	43,783	2,122	45,906
Certificated Salaries	1,916	2,759	1,722	6,397		6,397
Classified Salaries	1,888	2,071	1,400	5,358	1,096	6,454
Employee Benefits	805	988	662	2,455	213	2,668
Books and Supplies	863	840	739	2,443	143	2,586
Food Services	310	350	277	937	10	947
Operating and Housekeeping	446	406	478	1,330		1,330
Professional Services	3,691	4,215	2,417	10,323	201	10,525
Other Operating Expenses	189	170	125	484	182	666
Facility Fee	1,865	1,795	3,458	7,118	72	7,190
Leases and Repairs	350	311	192	853	42	895
Network Support Fee	1,961	2,167	1,189	5,317		5,317
Miscellaneous Expenses						
Total Expenses	14,284	16,073	12,659	43,016	1,958	44,974
CINA	(31)	2,424	(1,625)	767	164	931



Texas FY24 Budget:

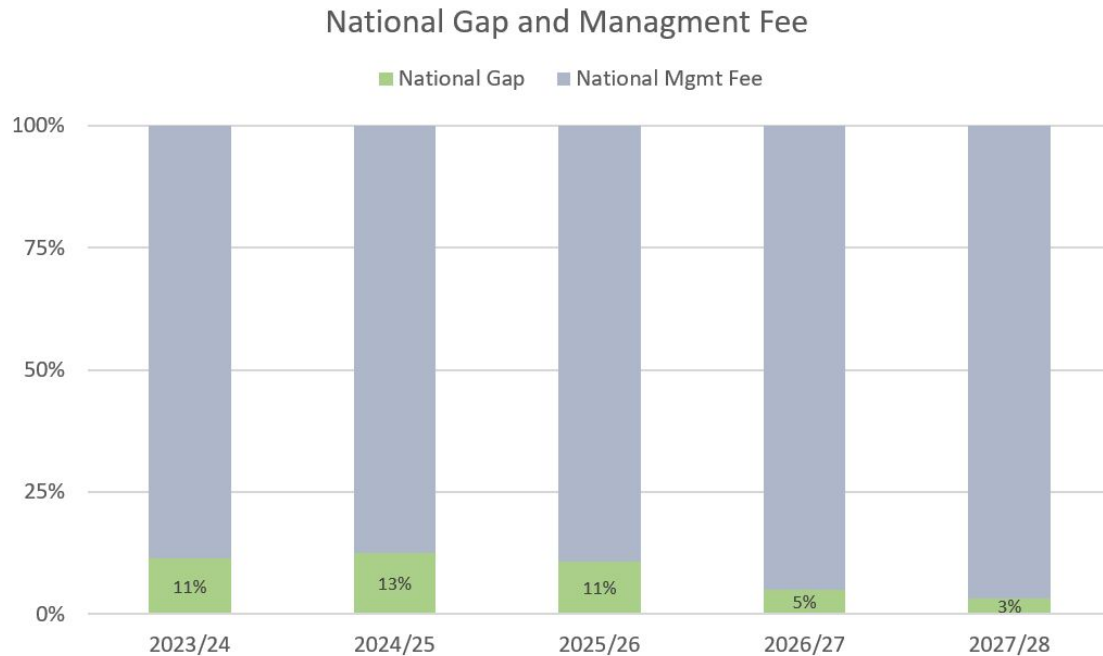
Texas budget will be updated for Texas board approval

TX Region	FY24 Proposed Budget	FY23 Board Approved Budget	
(\$000)	Total	Total	Variance
Enrollment	686	300	386
Federal Revenue	970	1,092	(122)
State	7,002	2,633	4,369
Other Local Revenues			
Int Transfers/Network Support Fee	350		350
Grants and Fundraising	6,700	4,923	1,777
Total Revenues	15,022	8,649	6,374
Certificated Salaries	3,576	2,035	(1,541)
Classified Salaries	1,772	1,205	(567)
Employee Benefits	1,075	651	(424)
Books and Supplies	1,044	961	(83)
Food Services	464	207	(257)
Services and Other Operating Expense	2,417	1,422	(995)
Travel and Conferences	325	55	(270)
Dues and Insurance	282	17	(265)
Rental, Leases and Repairs	234	85	(149)
Management Fee - National	717	263	(454)
Depreciation	159		(159)
Facility Fee	1,226	883	(343)
Total Expenses	13,292	7,785	(5,506)
CINA	1,730	863	867



National NeST Path to Sustainability

We are committed to operating our regions and NeSTs without philanthropy for core functions. As shown in the FY24 proposed budget presentation, each region except for Texas (schools) is budgeted to be able to operate without philanthropy in FY24. Texas is on a path to sustainability.



Over the next five years, we are projecting a significant decrease in National NeSTs philanthropic need. Assuming that we hold expenses constant, we project that National NeST will need less than \$800K in philanthropy by FY28, representing 3% of total expenses. National NeST is projected to be fully sustainable by FY30.

