

A-31541

BOARD OF EDUCATION**CONTRACT/AMENDMENT/GRANT SUMMARY****FROM: METROPOLITAN BOARD
OF PUBLIC EDUCATION****TO: Richard M. Riebeling, Director
Metropolitan Department of Finance**

Contract/Grant Number: 2-00589-01

Contractor: Rocketship Education

Start Date: 8-1-2014

End Date: 6-30-24

Address: 2001 Gateway Place, San Jose, CA

PURPOSE OF CONTRACT: Charter school agreement (K-4)

DOES THIS CONTRACT/AMENDMENT REQUIRE FUNDS AUTHORIZATION BY THE MBPE?YES

Board Approval Date: 5-13-14

**IS THIS CONTRACT WITH A FEDERAL, STATE, OR PUBLIC AGENCY: INTERGOVERNMENTAL
CONTRACT?**NO**IS THIS A REVENUE CONTRACT (BOARD OF EDUCATION WILL RECEIVE FUNDS)?**NO**GRANT SUMMARY (IF APPLICABLE)**

Grant Name: _____

Amount expected to receive: \$ _____

Business unit to which it will be deposited: _____

Are matching funds required? YES/NO

If yes, amount of obligation: \$ _____

If yes, specify fund that is being obligated: _____

IF CONTRACT: Amount obligated for current fiscal year: \$ depends on enrollment

IF AMENDMENT: Additional funding obligated: \$ _____

Account number: 80150045.531001.2320910Fund number: 35131DS
GGDS
JFMNPS Contact: Carol Swann
Phone Number: 259-8598Contract Agent: Brad Wyatt
Phone Number: 259-8543



Charter School Agreement

This Charter Agreement ("Agreement") is entered into this, the ____ day of _____ 20____, by and between the Metropolitan Board of Public Education for Nashville and Davidson County (the Chartering Authority) and Rocketship (the Sponsor). Chartering Authority and Sponsor are collectively the Parties to this Charter Agreement. This Charter Agreement shall be binding upon the Governing Body selected by the Sponsor to operate the public charter school proposed in the Sponsor's Application, dated April 1, 2013

This Agreement consists of the following documents:

- This document
- Approved charter school application
- Performance management frameworks - academic, organizational, and financial
- Pre-opening workbook and checklist

For purposes of this agreement, "Charter School" refers to the Sponsor or, once the Governing Body assumes operational and management responsibility for the school, the Governing Body. The terms Charter School, Sponsor and Governing Body are used interchangeably herein; provided that references herein to "Charter School" shall not include other schools operated by the Sponsor outside of Chartering Authority's jurisdiction. Nothing in this Agreement shall prevent the Sponsor or a subset of the Sponsor's board of directors from becoming the Governing Body.

Recitals:

WHEREAS, the State of Tennessee enacted the Tennessee Public Charter Schools Act of 2002 (TENN. Code Ann. §49-13-101 et seq.) effective July 4, 2002 (the Act) authorizing the establishment of independent, publicly supported schools known as charters schools; and

WHEREAS, the purposes of the Act include providing "options relative to the governance and improvement of high priority schools, the delivery of instruction for those students with special needs, improv[ing] learning for all students and clos[ing]...achievement gap[s];" and

WHEREAS, charter schools "provide [one] alternative means within the public school system for ensuring accomplishment of the necessary outcomes of education by allowing the establishment and maintenance of public charter schools that operate within a school district structure but are allowed maximum flexibility to achieve their goals;" and

WHEREAS, the Act empowers the Chartering Authority to ensure that only those charter schools open and remain open that are meeting the best interests of the pupils, the school district or the community, and the Act enables the Chartering Authority to do this through rigorous authorization processes, ongoing monitoring of the academic, organizational and financial performance of charter schools, and, when necessary, through the revocation or non-renewal of charters;



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NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. General Terms

- 1.1 Applicable Law.** This Charter Agreement and the Charter School's operations shall be governed by and construed in accordance with the laws of the state of Tennessee and applicable federal laws of the United States. Though the Governing Body may, pursuant to Tenn. Code Ann. § 49-13-105, seek waivers-from the Chartering Authority or the commissioner of education-from Tennessee laws or rules of the State Board of Education that inhibit the Charter School's mission, the Parties understand that waivers may not be provided from the types of laws and rules specifically listed in T.C.A. § 49-13-105, from any provisions of Title 49, Chapter 13 (the Tennessee Public Charter Schools Act) or those included in the Act by reference, or from other laws specifically applicable to charter schools (such as those related to benefits or retirement of charter school employees contained in Title 8, Chapter 27, Part 3). Nothing in this section shall require staff members who work in a regional or national capacity and are not teachers at a school located in Tennessee to comply with the requirements of Title 8, Chapter 27, Part 3.

As required by TCA §49-13-110, this Charter Agreement includes all components of the Sponsor's Application, which is incorporated herein by reference and attached hereto as Exhibit 1.

By signing this agreement, the Chartering Authority approves any waivers requested in the Sponsor's Application. Those requests and any others subsequently requested by the Governing Body are attached as part of the approved charter application.

- 1.2 Effective Date.** This Agreement shall be effective immediately following signature by Sponsor and the Chartering Authority and filing in the office of the Metropolitan Clerk. The Agreement shall expire on June 30 of the tenth year after the date of opening the Charter School for instruction, unless earlier terminated or renewed pursuant to the terms of this Agreement.
- 1.3 Pre-Opening Process.** Upon approval by the Metropolitan Nashville Board of Public Education the Pre-Opening process will be sent to the sponsor outlining specific actions that must be put in place during the planning year and completed prior to opening with students. If the pre-opening process is substantially incomplete at the time of inspection, MNPS may decide not to open the school until it has completed all pre-opening steps under TCA 49-13-111 and TCA 49-13-113.
- 1.4 Charter School Performance.** The operation of the Charter School by the Governing Body shall be subject to the terms and conditions of this Charter Agreement and the Act. Decisions by the Chartering Authority regarding renewal or revocation of the Charter



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Agreement shall be based upon applicable laws and rules, this Agreement and/or the academic, organizational and financial Performance Frameworks incorporated into this Agreement as Exhibit 3.

The Chartering Authority shall have broad oversight authority over the Charter School and may take all reasonable steps necessary to oversee the Charter School's academic, organizational and financial performance, including compliance with this Agreement and applicable law. This oversight authority includes the right to visit, examine, and inspect the school and its records, and to interview Charter School employees, Governing Body members, students, and families.

The Parties agree that the most critical performance measures are the academic measures, which may include student achievement, student growth measures (including annual measurable objectives), readiness for successive school levels (middle, high, or post-secondary) and employment, as well as mission specific academic goals defined in the Frameworks.

The Performance Frameworks supersede all assessment measures, educational goals and objectives, financial operations metrics, and organizational performance metrics set forth in the Application and not explicitly incorporated into the Performance Frameworks. The specific terms, form, and requirements of the Performance Frameworks are maintained and disseminated by the Chartering Authority and will be binding on the Charter School.

The Chartering Authority shall - at least annually - monitor and periodically report on the Charter School's progress in relation to the indicators, measures, metrics, and targets set out in the Performance Frameworks. Such reporting shall become part of the Charter School's annual report to the Chartering Authority and the state commissioner of education.

The Chartering Authority shall also conduct an interim review at the end of the fifth year after the effective date of the Agreement, pursuant to T.C.A. § 49-13-121.

The Performance Frameworks may be modified by the Chartering Authority as required to align with changes to applicable state or federal accountability requirements. Such changes to the Performance Frameworks shall apply to the Charter School as required by law. In the event that any such modifications or amendments are required, the Chartering Authority will use best efforts to apply expectations for school performance in a manner consistent with those set forth in the Performance Frameworks as initially established in the most recent charter agreement.

Changes to the Performance Frameworks that are not required by state or federal law will not become binding upon the Charter School without the Charter School's consent, except at the time of charter renewal or amendment.

- 1.5 **Location.** The Charter School is located at [INSERT CHARTER SCHOOL ADDRESS]. If the school is located at a site controlled by the Chartering Authority, the use of such site shall be subject to and governed by a Facilities Agreement between the Parties. If the Charter School decides to change the location of the Charter School, the Charter School shall notify the Chartering Authority at least 30 business days prior to any such change

2526 Dickerson Road Nashville TN 37207



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of location. Nothing in this agreement shall require the Chartering Authority's approval of any such change of location.

- 1.6 **Employment Status.** All teachers and other staff of the charter school shall be employed by the Charter School, not the Chartering Authority. Nothing in this Agreement shall prevent the Charter School from contracting with any other non-profit organization to provide employees for the Charter School

2. Charter School and Chartering Authority Organizational Responsibilities

- 2.1 **Student Enrollment and Retention.** The Charter School shall enroll students according to TCA §49-13-113, and, unless otherwise agreed, through the Chartering Authority's application process. The Charter School shall not discriminate with respect to admissions on the basis of race, ethnicity, religion, national origin, English language proficiency, academic or athletic ability, gender identity, sexual orientation or the need for special education and related services as set forth in the Application and the Act.

The Charter School may enroll students up to a total maximum of .600. Increases in total enrollment numbers greater than 5% or 25 students, whichever is less, constitute material change in this Charter Agreement, and are not permitted unless formal amendment to this Charter Agreement is secured in advance according to the provisions outlined in TCA §49-13-110(b). reductions in enrollment greater than 15% or 50 students, whichever is less, must be reported to the Office of Innovation and evaluated to determine if they are material under the charter agreement. Reductions in enrollment in successive years or changes that affect the life of the charter are considered material and require a charter amendment.

"If the number of applications exceeds the capacity of a program, class, grade level or building, enrollment shall occur according to the preferences in T.C.A. 49-13-113(b)(2)(A). "If enrollment within a group of preferences set out in subdivision (b)(2) (A) exceeds the planned capacity of the school, enrollment within that group shall be determined on the basis of a lottery" that complies with the quoted statutes.

The Charter School may not "counsel out" or discourage students from attending the Charter School for any reason, including but not limited to failure to comply with letters of commitment or similar proposed contracts between students and parents and the Charter School.

Year	Grade Level(s)	Total Enrollment
Year 1	K-4	448
Year 2	K-4	504
Year 3	K-4	560



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Year 4	K-4	560
Year 5	K-4	560
Year 6	K-4	560
Year 7	K-4	560
Year 8	K-4	560
Year 9	K-4	560
Year 10	K-4	560

- 2.2. Academic Program.** The Charter School shall operate the academic program in accordance with the charter agreement and academic state and federal law, including providing the same equivalent time of instruction as other public schools and complying with assessment and accountability laws and rules (T.C.A. §49-13-105).

High schools must pursue and attain accreditation from the accrediting body approved by the state and MNPS. It is expected that the candidate school status for accreditation will be received during the first year of the charter school operation.

- 2.2.1 Assessments.** The Charter School must use the required state assessments.

- 2.3. Exceptional Education.** Special education services, related services, and accommodations for students who are eligible under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973 (Section 504), the Americans with Disabilities Act (ADA), or any applicable provisions of state law, shall be provided in accordance with applicable state and federal law, this Agreement and the Chartering Authority's policy. The Chartering Authority is the local education agency (LEA) for purposes of compliance with the Individuals with Disabilities Education Act (IDEA). The Chartering Authority, pursuant to state law, addresses the needs of services for students with disabilities and gifted services in its Exceptional Education division.

- 2.3.1 Responsibility of the Chartering Authority.** The Chartering Authority is responsible for ensuring that the requirements of federal and state special education law and regulations are met in the Charter School, and that special education and related services are provided in the Charter School in the same manner as they are provided in the Chartering Authority's direct-run schools. Additionally, the Chartering Authority will oversee procedural compliance with federal and state law and regulations concerning accommodation of and education of students with disabilities.

The Chartering Authority shall collaborate with the Charter School in the same manner in which it works with its other schools in the identification and referral process, and in conducting initial evaluations for exceptional education. The Chartering Authority shall notify the Charter School if an enrolling student has an existing IEP and the Chartering Authority shall provide the Charter School with such records within 10 business days of receipt of a request by the Charter School for the records.



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- 2.3.2 Responsibility of the Charter School.** The Charter School shall have an effective educational model for the delivery of exceptional education services that complies with federal and state law. Once a student has been identified as eligible for exceptional education services, the Charter School assumes responsibility for the provision of services, development and implementation of individualized education programs (IEPs), etc. Exceptional education services at the Charter School will be delivered by individuals or agencies licensed and/or qualified to provide exceptional education services required by the Tennessee Public Charter Schools Act and the IDEA. Charter School staff may participate in any Chartering Authority professional development related to exceptional education or the provision of services pursuant to Section 504. Whenever possible and appropriate consistent with a child's IEP, Charter School will deliver special education services in an inclusion setting.

Charter School may also enter into a separate fee for services agreement with a third party provider of educational services (Contract Services Provider), provided that such third party provider complies with all applicable laws and the requirements imposed on contractors by this Charter Agreement.

The Charter School, or Contract Service Provider, shall have a qualified exceptional education coordinator who will be responsible for monitoring individual case management of all exceptional education students and for arranging the provision of services required by their IEP. Charter School, or Contract Service Provider, shall maintain a file documenting Charter School's compliance with exceptional education requirements.

- 2.3.3 Costs for Exceptional Education.** The Chartering Authority is financially responsible for child find including student identification and initial assessment expenses. Once a student has been determined eligible for special education services and has an individualized education program (IEP), all costs associated with providing educational services to students with disabilities are the responsibility of the Charter School. The Charter School shall bear the financial responsibility for reevaluations and the provision of all services consistent with IEP's. The Charter School's financial obligation begins once a student has an IEP.

The Chartering Authority will pass Federal funding to the Charter School based on the per pupil allocation received from the department of education. Funding is available on a reimbursement basis at the end of the first semester for all eligible students enrolled and served at the end of the first attendance period. The allocation for the second semester will be based on the number of eligible students enrolled and served on the December 1 census of eligible exceptional students. In addition, when the Chartering Authority submits requests to the state department of education for high cost students, the Chartering Authority will include students at the Charter School in its count. The Chartering Authority will pay a pro rata share of any high costs reimbursement received from the state for such students at the Charter School.

- 2.3.4 Compliance.** No student shall be denied admission nor counseled out of the Charter School due to the nature, extent, or severity of his/her disability or due to the student's



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request for, or actual need for, exceptional education services or accommodations pursuant to Section 504.

The Charter School shall promptly report to the Chartering Authority any and all alleged infractions, complaints, and other non-compliance issues relating to special education.

The Charter School shall indemnify the Chartering Authority for any costs, attorney fees, and/or financial penalties imposed on MNPS by state and/or federal authorities arising out of actions or omissions of Charter School relating to special education. Charter School shall not indemnify Chartering Authority for costs, attorney fees and/or financial penalties imposed on MNPS resulting from Chartering Authority's reckless misconduct or gross negligent act or omissions.

- 2.4 English Language Learners.** The Charter School shall address the needs of English Language Learner (ELL) students pursuant to applicable federal and state laws and regulations (including Title III of the Elementary and Secondary Act (ESEA). The Charter School agrees to maintain and consistently implement a policy to identify students in need of ELL services, to provide services in an equitable manner to ensure access to the school's educational program (including the provision to appropriate accommodations), and to facilitate exit from ELL services according to individual student capacity.
- 2.5 Student Discipline/Due Process.** The Charter School is responsible for administering its discipline policy in a manner that ensures students' due process rights are satisfied, including the provision of appropriate informal or formal hearings. The Charter School shall promptly notify the Chartering Authority of students expelled. The Chartering Authority shall provide expelled charter school students access to the Chartering Authority's alternative school programs in the same manner as it provides access to any student within the LEA.
- 2.6 Student Information Reporting.** While ensuring compliance with federal and state law regarding student records, the Charter School shall report student information as follows:
- Enrollment projections for the coming year no later than February 15.
 - Daily attendance using the Chartering Authority's Student Management System (PowerSchool SMS).
 - Student enrollment for determining average daily membership by the date required by the department of education.
 - The charter school shall monitor their student population with respect to student withdrawals, suspensions, transfers and expulsions. A quarterly dashboard is due to the Chartering Authority.

Quarter	Withdrawal	Transfer	Suspension	Expulsion
Q1				
Q2				



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Q3				
Q4				

3. Staffing

- 3.1 Teachers.** The Charter School shall ensure that all teachers are licensed in compliance with §49-13-111, and meet applicable federal qualifications including highly qualified, exceptional education certified and ESL certified.
- 3.2 Background Checks.** All current employees of the Charter School who have or will have contact with children at the Charter School within the scope of the individuals' employment, and employees of contractors or sub-contractors of the Charter School who have contact with children within the scope of the individual's employment, shall complete criminal background checks as required by state law.

4. Facility

The Charter School shall ensure the Charter School's grounds and facilities comply with applicable health and safety laws, including the Americans with Disabilities Act, state fire marshal codes and state and local zoning and land use codes.

The Charter School may not commence instruction prior to completion of applicable inspections and receipt of a completed Pre-Opening Checklist (attached as Exhibit 4) from the Chartering Authority.

5. Food Service

If the Charter School offers food services on its own or through a contract, the Charter School may apply directly to, and if approved, operate school nutrition programs with reimbursement from the United States Department of Agriculture, under supervision by the state department of education.

6. Transportation

If the Charter School elects to provide transportation for its students, the Chartering Authority shall provide to the Charter School the funds that would otherwise have been spent to provide transportation as provided in TCA § 49-13-114. In order to receive these funds, the Charter School must comply with state laws and state board of education rules regarding student transportation. Transporting students in buses that have not been approved for operation by the department of safety may be grounds for non-renewal or revocation of this agreement.



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7. Insurance

The Charter School shall maintain the following insurance:

- **General Liability/ Automobile Liability Policy:** must be equal to or greater than \$5,000,000. This insurance shall be primary insurance. Any insurance or self-insurance programs covering the Metropolitan Government, its officials, employees, and volunteers shall be in excess of this insurance and shall not contribute to it. The first one million dollars must be with a company licensed to do business in the state of Tennessee. The remaining \$4,000,000 can be covered under an excess liability policy (also known as an "umbrella" policy). The policy must name Metropolitan Government as an additional insured. The policy must cover contractual liability. Automobile coverage shall cover vehicles owned, hired, and non-owned.
- **Professional Liability Policies:** Directors and Officers Policy equal to or greater than \$5,000,000. Teachers Professional Liability Policy equal to or greater than \$1,000,000.
- **Workers Compensation and Employers Liability Policy:** The amount of coverage required for Workers Compensation is determined by statute. Sponsor must comply with state statutes. Employers Liability must be a minimum of \$100,000.
- **Property and Boiler Insurance Policy:** If the Charter School purchases the property that will be used by the Charter School, it shall purchase "all risks" property and boiler insurance. Insurance shall be for the full replacement cost of the property and contents with no coinsurance penalty provision.
- **Sexual Abuse:** \$1,000,000 required coverage

Certificates of insurance, in a form satisfactory to the Chartering Authority, evidencing coverage shall be provided to the Chartering Authority prior to opening of Charter School. Throughout the term of this Charter Agreement, Sponsor shall provide updated certificates of insurance upon expiration of the current certificates.

8. Governance

- 8.1** The Charter School's Articles of Incorporation, a Certificate of Incorporation evidencing its incorporation as a nonprofit and evidence of its exemption from federal taxation under IRC § 501(c)(3), its Bylaws and amendments or modifications thereto shall be made part of this Agreement.

The Governing Body shall comply with the provisions of T.C.A. §49-13-109.

The Charter School shall comply with all applicable provisions of the Tennessee Open Meetings Act, including with regard to the scheduling of Governing Body meetings, meeting agendas, public notice of meetings, and records of those meetings. At the start of each school year the Charter School shall provide to the Chartering Authority a schedule of Governing meetings for that school year.



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As required by T.C.A. § 49-13-111(g), the Governing Body shall be subject to the conflict of interest provisions contained in T.C.A. § 12-4-101 and 102.

- 8.2 Complaints.** The Governing Body shall be the first avenue for response in case of any complaints or grievances filed against the Charter School or its employees and volunteers. The Governing Body will ensure that the Charter School establishes policies and procedures for employees and will make those policies available to students, parents/guardians, employees and any other persons who request it. If grievances persist following the actions of the Governing Body, those complaints will be investigated and resolved by the Chartering Authority. Investigation and sanctions by the Chartering Authority are limited to alleged violations of applicable laws or the Charter Agreement.

The Charter School shall notify the Chartering Authority immediately if at any time the Charter School receives notice or is informed that it is a party to a lawsuit.

- 8.3** The Charter School shall report the following to the Chartering Authority within five (5) business days of change:
- The names and contact information of individuals who leave or join the Governing Body;
 - Names and contact information of any individuals who, during the prior quarter, resign from or are hired to a leadership position in the Charter School operated in Metro Nashville Public Schools, including any administrative position; and
 - Any change to the Charter School's corporate legal status or any change in its standing with the Tennessee Secretary of State's Office.^{8.4}
- 8.4** By signing and submitting an application, the sponsor requests a waiver of all education statutes and rules of the state board or Department of Education and the MNPS Board of Public Education, except those listed in T.C.A. § 49-13-105 or included by reference (such as statutes and rules related to licensing of charter school teachers) in Title 49, Chapter 13 (the Tennessee Public Charter Schools Act). The approval of this charter school contract by the MNPS BOE shall include the approval of these waivers by the Commissioner of Education, and such automatic waivers shall be reflected in the contract.

1. Finance

- 9.1. State and Local Funds.** The Chartering Authority shall allocate one hundred percent (100%) of state and local funds to the Charter School on a per pupil expenditure as provided in T.C.A. § 49-13-112 and as calculated by the formula provided by the Tennessee State Department of Education. The Chartering Authority shall allocate funds to the Sponsor after each and according to ten (10)



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attendance reporting intervals. The Chartering Authority may withhold funds to cover the costs of participation in the LEA's benefits and retirement plans by the Charter School's employees, pursuant to T.C.A. §§ 49-13-112 and 119.

- 9.2 Fee for Services Agreement.** The Parties may enter into a separate fee for services agreement, for the provision of services not already identified in this agreement by the Chartering Authority to the Charter School (e.g., computer network services, food services, exceptional education providers, ERO/School net professional development service). Failure of the Charter School to enter such an agreement shall not be grounds for revocation or non-renewal of this Agreement.
- 9.3 Tuition.** The Charter School shall not charge tuition, except to students residing outside the LEA enrolling in the Charter School pursuant to the enrollment requirements of T.C.A. § 49-13-113 and the Chartering Authority's out of district transfer policy (and said policy's tuition limit).
- 9.4 Charter School Debt.** The Charter School is solely responsible for all debt it incurs, and the Chartering Authority shall not be contractually bound on Charter School's account to any third party. The Chartering Authority shall not be liable for the Charter School's unpaid debts if the Charter School does not have sufficient funds to pay all of its debts in the event that it ceases operations.

The Charter School shall notify the Chartering Authority immediately of a default on any obligation owed to the Chartering Authority, which shall include debts for which payments are past due by sixty (60) business days or more. If debts are incurred in the provision of employee benefits pursuant to T.C.A. § 49-13-119, the Chartering Authority may withhold the amount owed from the monthly payment until such debts are satisfied. Any other debts owed to the Chartering Authority must be satisfied prior to the release of the last annual payment.

- 9.5 Financial Management.** The Charter School shall control and be responsible for financial management and performance of the Charter school including budgeting and expenditures. Before receiving Basic Education Program (BEP) through the Chartering Authority, the Charter School must demonstrate (if not already demonstrated in the application) the existence of appropriate governance and managerial procedures and financial controls including
- Accounting methods complying with T.C.A. § 49-13-111(m);
 - A checking account
 - Adequate payroll procedures
 - An organizational chart;



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- Procedures for the creation and review of monthly and quarterly financial report, including identification of the individual responsible for preparing such financial reports in the following fiscal year;
- Internal control procedures for cash receipts, disbursements and purchases; and
- Maintenance of asset inventory lists and financial procedures for federal grants in accordance with applicable federal law.

Should the Charter School fail to comply with the above requirements, the Chartering Authority reserves the right to require more frequent reports as indicated in the Performance Management policies.

The Charter School shall comply with T.C.A. §§ 49-13-111, 120, and 124 regarding completion and submission of annual financial reports and audits to the Chartering Authority and the state. In addition, the Charter School shall submit quarterly financial reports to the Chartering Authority and any other financial and/or operational reports pursuant to T.C.A. § 49-13-111.

- 9.6 **Financial Records.** All financial records of the Charter School pertaining to the management and operation of the School are subject to inspection and production as required for fulfillment of the Chartering Authority's fiduciary responsibilities.

10 Amendments

Pursuant to T.C.A. § 49-13-110, petitions to amend this Agreement shall follow the timelines established in T.C.A. §49-13-108 for approval or denial by the Chartering Authority and appeal to the state board of education. An amendment shall not become effective, and the Charter School may not take action or implement the change requested in the amendment until the amendment is approved by the Chartering Authority.

Not all changes to school operation constitute material changes to the Agreement that require an amendment. However, the following changes are considered material and require an amendment:

- Changes in any Material Term of this Charter Agreement
- Changes in the Charter School's mission;
- Changes in school location (change of site and/or adding or deleting sites);
- Changes in signing authority for the school;
- Changes in enrollment beyond the maximum limit established in this Agreement – increases of more than 5% or 25 students, *whichever is less*; or reductions of more than 50 students or 15%, *whichever is less* and



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- Changes in school calendar that reduce the calendar at all in the first year of operation, by more than ten (10) calendar days in subsequent years, in the absence of timely notification of parents or below the requirement to provide at least the same equivalent time of instruction as required in regular public schools in T.C.A. § 49-13-105.

Educational program matters not specifically identified in this Agreement shall remain within the Charter School's authority and discretion.

The following changes do not require an amendment, but the Charter School must notify the Chartering Authority of any of the following within thirty (30) business days:

- Changes to the budget submitted in the attached Application, subject to the requirements of state and federal law,
- Changes in the mailing address, phone or fax number, or web address of the Charter School;
- Changes in the members and duties of the Governing Body, and
- Changes in the school leader or, if applicable, the chief executive of the charter management organization.

11 Renewal, Revocation, Closure and Dissolution

- 11.1 Renewal.** Pursuant to T.C.A. § 49-13-121, the Charter School may apply for renewal of this Charter Agreement by application submitted no later than April 1 of the year preceding the year in which this agreement expires and in accordance with MNPS renewal policies. The Agreement may be renewed without modification, except for the incorporation by attachment of the approved renewal application. The Parties may also amend the Agreement as part of the renewal process. Any proposed amendments to the Agreement that are rejected by one of the Parties shall constitute a denial of the renewal application, and the application may be appealed to the state board of education within ten (10) business days of the decision to deny.

The Chartering Authority may elect not to renew this Charter Agreement pursuant to T.C.A. § 49-13-121, for any of the applicable reasons in T.C. A. § 49-13-122, including a material violation of any of the conditions, standards or procedures set forth in this Agreement.

- 11.2 Revocation.** During the term of this Agreement, the Chartering Authority may, but is not required to, provide notice to the Charter School of non-compliance



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with applicable laws, rules, or this agreement. The Chartering Authority may also, but is not required to, give the Charter School an opportunity to cure the non-compliance prior to instituting revocation proceedings pursuant to T.C.A. § 49-13-121 and 122.

The Chartering Authority may, but is not required, to follow a progressive system of notification and calls for corrective action on the part of the Charter School.

The Chartering Authority may revoke this Charter Agreement for any reason set forth in T.C.A. § 49-13-122, including a material violation of any of the conditions, standards, or procedures set forth in this Agreement.

If the Chartering Authority determines that any grounds for revocation exist, it may revoke this Charter Agreement according to the procedures set forth in T.C.A. § 49-13-122.

11.3 Closure and Dissolution. In the event that the Charter School is required to cease operation for any reason, including but not limited to non-renewal, revocation, or voluntary surrender of the charter, the Charter School shall cooperate with the Chartering Authority to ensure orderly closure of the charter School including, but not limited to:

- Timely notification of parents and teachers of the closure decision;
- Securing student records and transporting them to the chartering authority;
- Assisting in placing students in appropriate schools;
- Managing all financial records consistent with the Chartering Authority's school closure requirements and policies; and
- Disposal of school assets in accordance with the Act and this Agreement. "School Assets" shall be defined to include only those assets directly related to the operation of schools within MNPS, and shall not include any other assets the Governing Body may hold in other regions.

Dissolution of the Charter School following revocation or non-renewal shall comply with T.C.A. § 49-13-110(c). The Charter School shall be responsible for winding down operations, including payment of any and all debts, obligations, or liabilities incurred at any time by the Charter School. Under no circumstances shall the Chartering Authority be responsible for such obligations.

12. Indemnification and Hold Harmless



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The Chartering Authority and Charter School each shall give prompt written notice to the other of the assertion of any claim or the commencement of any litigation for which indemnification is sought and shall cooperate with each other in the defense of the claim or litigation.

The Charter School shall indemnify and hold harmless the Chartering Authority, its officers, agents and employees from:

- Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of the Charter School, its officers, employees, and/or agents, including its sub- or independent contractors, in connection with the performance of this Charter Agreement, and,
- Any claims, damages, penalties, costs and attorney fees arising from any failure of the Sponsor, its officers, employees, and/or agents, including its sub- or independent contractors, to observe applicable laws.

13. Contract Construction

13.1. Waiver. The failure of either Party to insist on strict performance of any term or condition of this Operating Agreement shall not constitute a waiver of that term or condition, even if the Party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

13.2 Non-assignability. No right or interest in this Agreement shall be assigned by anyone on behalf of the Charter School, and delegation of any contractual duty of the Charter School shall not be made without prior written approval of the Chartering Authority. A violation of this provision shall be grounds for immediate termination of this Operating Agreement and revocation of the Charter.

Should the Charter School propose to enter into a contract with another non-profit entity to manage the School, the Charter School agrees to submit all information requested by the Chartering Authority regarding the management arrangement, including a copy of the proposed contract and a description of the management company, with identification of its principals and their backgrounds. The Charter School shall not enter into a management contract without written approval from the Chartering Authority.

13.3 Agreement. The Parties intend this Agreement, including all attachments and exhibits, to represent a final and complete expression of their agreement, which shall be considered the Agreement. All prior representations, understandings and discussions are merged herein, and no course of prior dealings between Parties shall supplement or explain any terms used in this document. The Parties recognize that amendments to this Agreement may be executed from time to time hereafter.



Handwritten signature or initials.



**THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
BY AND THROUGH THE METROPOLITAN
BOARD OF EDUCATION:**

DocuSigned by:
Director of Purchasing MBPE:

Kary Appenzeller
TD95DBCC06C3472...

RECOMMENDED:

DocuSigned by:
Executive Staff Member, MBPE

Jay Steele
5F3B12EE0E7C487...

Department

N/A

Executive Director of Federal Programs, MBPE

APPROVED AS TO AVAILABILITY OF FUNDS:

80150045.531001.2320910

ACCOUNT NUMBER

Chris Henson

DocuSigned by:
Chief Financial Officer, MBPE

Chris Henson

DocuSigned by:
Chairman of the Board, MBPE

Richard M. Kiebeling

070908C21B594BA...
Metropolitan Director of Finance

DocuSigned by:
APPROVED AS TO INSURANCE:

Balogun Cobb

68804BF42FD741C...
Metropolitan Director of Insurance

DocuSigned by:
APPROVED AS TO FORM AND LEGALITY:

Cory Nelson Harker

C84A40D4F1FA431
Metropolitan Attorney

FILED IN THE OFFICE OF THE METROPOLITAN

DocuSigned by:
CLERK:
Shannon Hall

B83BA246DAE84D6...
Date Filed: 7/1/2014

CONTRACTOR

BY: *Andrew Stern*

Title: *CBO*

Sworn and subscribed to before me, a

Notary Public, this *12th*

day of *June*, 20*14*

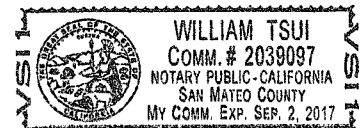
by *Andrew Stern*

the _____ of

Contractor and duly authorized to execute
this instrument on Contractor's behalf.

William Tsui
Notary Public

My Commission Expires *09/02/2017*





CERTIFICATE OF LIABILITY INSURANCE

ROCKE-1

OP ID: LM

DATE (MM/DD/YYYY)

06/03/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Archway-Clayton Ins Agency Inc 0D63171 1731 Technology Dr., Ste., 250 San Jose, CA 95110 Robert Garza	CONTACT NAME: Robert Garza PHONE (A/C, No, Ext): 408-441-2000 FAX (A/C, No): 408-441-1982 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Republic Indemnity Insurance</td> <td>03012</td> </tr> <tr> <td>INSURER B: Philadelphia Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C: Great American Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Republic Indemnity Insurance	03012	INSURER B: Philadelphia Insurance Company		INSURER C: Great American Insurance Co.		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Republic Indemnity Insurance	03012														
INSURER B: Philadelphia Insurance Company															
INSURER C: Great American Insurance Co.															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Rocketship Education 350 Twin Dolphin Dr. #109 Redwood City, CA 94065															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR	X	X			
B	Sexual/Phys Abuse		PHPK1045029	07/01/2013	07/01/2014	EACH OCCURRENCE \$ 1,000,000
B	Educators Prof		PHPK1045029	07/01/2013	07/01/2014	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					MED EXP (Any one person) \$ 5,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:					GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
B	AUTOMOBILE LIABILITY					
	<input type="checkbox"/> ANY AUTO		PHPK1045029	07/01/2013	07/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB					
	<input type="checkbox"/> EXCESS LIAB		PHUB427703	07/01/2013	07/01/2014	EACH OCCURRENCE \$ 15,000,000
	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 15,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10000					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	18026304	07/02/2013	07/02/2014	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
C	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC212811902	07/02/2013	07/02/2014	E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Bus Pers Property		PHPK1045029	07/01/2013	07/01/2014	Blanket 1,868,610
B	Employee Dishonest		PHPK1045029/PHSD861407	07/01/2013	07/01/2014	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CA Nashville 2526 DP LLC included as additional insured as respects general liability per written contract, subject to policy terms, conditions and form FIGLDVS(01/08) attached. Coverage for general liability is primary and non-contributory as per PIMANU1(01/00) attached. Waiver of subrogation applies for general liability per attached PIMANU1(01/00).

CERTIFICATE HOLDER**CANCELLATION**

CA Nashville 2526 DP LLC, %Canyon Capital Realty Advisor LLC; Attn: Barry Cooper Sherma 2000 Avenue of the Stars Los Angeles, CA 90067	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Shonda J. Montagano</i>
--	---

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NOTEPAD:

HOLDER CODE
INSURED'S NAME **Rocketship Education**

ROCKE-1
OP ID: LM

PAGE 2
Date **06/03/2014**

Waiver pending on workers Compensation.

Coverage's include:

Directors & Officers Liability declarations page attached (form PI-NPD-01
(01/02))

Student Accident declarations page attached (form SRP-1400 (HLA))

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT
SCHOOLS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Damage to Premises Rented to You	\$300,000	2
Extended Property Damage	Included	2
Non-Owned Watercraft	Less than 58 feet	2
Supplementary Payments - Bail Bonds	\$2,500	2
Supplementary Payment - Loss of Earnings	\$500 per day	2
Medical Payments	\$15,000	3
Medical Payments-Extended Reporting Period	3 years	3
Employee Indemnification Defense Coverage for Employee	\$25,000	3
Additional Insured -- Medical Directors and Administrators	Included	3
Additional Insured -- Managers and Supervisors	Included	3
Additional Insured - Broadened Named Insured	Included	3
Additional Insured - Funding Source	Included	3
Additional Insured - Managers or Lessors of Premises	Included	4
Additional Insured - By Contract, Agreement or Permit	Included	4
Additional Insured -- Broad Form Vendors	Included	4
General Aggregate - Per Campus	Included	5
Duties in the Event of Occurrence, Claim or Suit	Included	6
Other Insurance - Primary Additional Insured	Included	6
Other Insurance - You Are An Additional Insured On Another Person's Or Organization's Policy	Included	7
Unintentional Failure to Disclose Hazards	Included	8
Liberalization	Included	8
Bodily Injury - Includes Mental Anguish	Included	8
Personal and Advertising Injury - Includes Abuse of Process, Discrimination	Included	8
Transfer of Rights of Recovery Against Others To Us	Clarification	8
Science Laboratory "Occurrence"	\$50,000	9
Medical Incident Liability-Nurse and Athletic Trainer	Included	9

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A. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
 - a. The last paragraph of **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. Exclusions;
 - b. **SECTION III - LIMITS OF INSURANCE**, Paragraph 6.;
 - c. **SECTION V - DEFINITIONS**, Paragraph 9.a.
2. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the words "Fire insurance" are changed to "insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
 - a. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 4. Other Insurance, Paragraph b. Excess Insurance
3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:
 - a. \$300,000; or
 - b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

B. Extended "Property Damage"

SECTION I - COVERAGES, COVERAGE A, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph a. is deleted and replaced by the following:

- a. **Expected or Intended Injury**
 "Bodily Injury" or "Property Damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

C. Non-Owned Watercraft

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph g. (2) is amended to read as follows:

- (2) A watercraft you do not own that is:
 - (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the Insured whether primary, excess or contingent.

D. Supplementary Payments

Under the **SUPPLEMENTARY PAYMENTS - COVERAGE A AND B** provision, Items 1.b. and 1.d.

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are amended as follows:

1. The limit for the cost of bail bonds is changed from \$250 to \$2,500; and
2. The limit for loss of earnings is changed from \$250 a day to \$500 a day.

E. Medical Payments - Limit Increased to \$15,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:
 - a. \$15,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. **SECTION I - COVERAGE, COVERAGE C MEDICAL PAYMENTS, Subsection 1. Insuring Agreement**, the second part of Paragraph a. is amended to read:

provided that:

(2) The expenses are incurred and reported to us within three years of the date of the accident;

F. Employee Indemnification Defense Coverage

Under the **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** provision, the following is added:

3. We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees", claims or "suits" brought or persons or organizations making claims or bringing "suits".

G. SECTION II - WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph 3.a. is changed to read:
 - a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
 - a. **Medical Directors and Administrators** - Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such.
 - b. **Managers and Supervisors** - If you are an organization other than a partnership or joint venture, your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors.
 - c. **Broadened Named Insured** - Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
 - d. **Funding Source** - Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or

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- (2) Premises they own, maintain or control while you lease or occupy these premises. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
- e. **Managers or Lessors of Premises** - Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased to you subject to the following additional exclusions:
This insurance does not apply to:
- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- f. **By Contract, Agreement or Permit** - Any person or organization with whom you agreed, because of a written contract or agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your operations, "your work" or facilities owned or used by you.
- (1) This provision does not apply:
 - (a) Unless the written contract or agreement has been executed or permit has been issued prior to the "bodily injury," "property damage," "personal and advertising injury";
 - (b) To any person or organization included as an insured under g. Broad Form Vendors below; or
 - (c) To any person or organization included as an insured by an endorsement issued by us and made a part of this Coverage Part.
 - (2) When an engineer, architect or surveyor becomes an insured under this Coverage Part, the following additional exclusion applies:
 - (a) "Bodily Injury", "property damage", "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (i) The preparing, approving, or failing to approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 - (ii) Supervisory, inspection, or engineering services.
 - (3) When a lessor of leased equipment becomes an insured under this Coverage Part, the following additional exclusions apply:
 - (a) To any "occurrence" which takes place after the equipment lease expires; or
 - (b) To "bodily injury" or "property damage" arising out of the sole negligence of the lessor.
 - (4) When owners or other interests from whom land has been leased become an insured under this Coverage Part, the following additional exclusions apply:
 - (a) Any "occurrence" which takes place after you cease to lease that land; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of the owners or other interests from whom land has been leased.
- g. **Broad Form Vendors** - Any person or organization with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions.
- (1) The insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing or substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

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- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- (2) This provision does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
 - (3) This provision does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Coverage Part.
 - (4) This provision does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Coverage Part or by endorsement.

H. Per Campus – General Aggregate

1. SECTION III – LIMITS OF INSURANCE, Paragraph 2., is amended to the following:

The General Aggregate limit is the most we will pay:

- a. For all sums which the Insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and for all medical expenses caused by accidents under **SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS** which can be attributed only to operations at a single designated "campus" shown in the Declarations.
 - (1) A separate General Aggregate Limit is applicable to each single designated "campus" shown in the Declarations and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - (2) The General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:
 - (a) Insureds;
 - (b) Claims made or "suits" brought; or
 - (c) Persons or organizations making claims or bringing "suits".
 - (3) Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the General Aggregate Limit for that designated "campus". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other General Aggregate Limit for any other designated "campus" shown in the Declarations.
 - (4) The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable single designated "campus" General Aggregate Limit.

2. SECTION V – DEFINITIONS is amended by adding the following:

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"Campus" is defined as premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

I. Duties in the Event of Occurrence, Claim or Suit

1. The requirement in Paragraph 2.a. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense, applies only when the "occurrence" or offense is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An executive officer or insurance manager, if you are a corporation.
2. The requirement in Paragraph 2.b. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An executive officer or insurance manager, if you are a corporation.

J. Other Insurance - Primary Additional Insured

1. If the written contract or agreement or permit requires this insurance to be primary for any person or organization with whom you agree to include in **SECTION II - WHO IS AN INSURED**, then **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 4. **Other Insurance** is replaced by the following:

If other valid and collectible insurance is available for a loss we cover under **COVERAGE A** of this Coverage Part, our obligations are limited as follows:

- a. **Primary Insurance** - This insurance is primary. We will not seek contributions from other insurance available to the person or organization with whom you agree to include in **SECTION II - WHO IS AN INSURED**, except when 2. below applies.
- b. **Excess Insurance** - This insurance is excess over any of the other insurance whether primary, excess, contingent or any other basis:
 - (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (2) That is Fire, lightning or explosion insurance for premises rented to you; or temporarily occupied by you with permission of the owner; or
 - (3) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION I - COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph g.

When this insurance is excess, we will have no duty under Coverages A or B to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

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- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this excess insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

- c. Method of Sharing - If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's contribution is based on the ratio of its applicable limits of insurance of all insurers.

2. This provision only applies with respect to your operations, "your work" or facilities owned or used by you.

K. Other Insurance – You Are An Additional Insured On Another Person's Or Organization's Policy

If you are an insured under **SECTION II - WHO IS AN INSURED**, then **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 4. OTHER INSURANCE, Paragraph b. Excess Insurance is replaced by the following:

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

1. That is Fire, Extended Coverage, Builders Risk, Installation Risk or similar coverage for "your work";
2. That is Fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
3. If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. Exclusions, Paragraph g.; or
4. When any of the Named Insureds, under this Coverage Part, are additional insureds under a commercial general liability policy or similar insurance of another party.

When this insurance is excess, we will have no duty under Coverages A or B to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the Insured's rights against all those other insureds.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

1. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
2. The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

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L. Unintentional Failure To Disclose Hazards

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

M. Liberalization

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

N. Bodily Injury - Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3, is changed to read:

"Bodily Injury":

- a. Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (item a. above) at any time.

O. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14. b. is revised to read:
 - b. Malicious prosecution or abuse of process:
2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended to include the following:

"Personal Injury" also means discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any Insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured; or
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured; or
- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

P. Transfer of Rights of Recovery Against Others To Us

As a clarification, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 8. **Transfer of Rights of Recovery Against Others To Us**:

PI-GLD-VS (01/08)

Therefore, the Insured can waive the Insurer's Rights of Recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

Q. Science Laboratory "Occurrence"

SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph f. does not apply to any "bodily injury" or "physical damage" arising out of a fire or "occurrence" in any of your science laboratories while teaching is being conducted in that laboratory, subject to a \$50,000 per policy limit.

R. Medical Incident Liability-Nurse and Athletic Trainer

1. **SECTION II – WHO IS AN INSURED**, Subparagraph 2.a. (1) (d) is deleted and replaced by the following:

(d) Arising out of his or her providing or failing to provide professional medical services. This paragraph does not apply to a registered or practical nurse or athletic trainer, while acting within the scope of his or her duties for the Named Insured and arising out of a "medical incident".

2. **SECTION V – DEFINITIONS**, 13. is deleted and replaced by the following:

"Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, and "medical incident".

3. The following definition is added to **SECTION V – DEFINITIONS**:

"Medical Incident" means any act or omission in the furnishing or failure to furnish professional medical services by the Insured or any person acting under the personal direction, control, or supervision of the Insured. Any such act or omission together with all related acts or omissions in the furnishing of such services to any one person shall be considered one "medical incident".

"Medical incident" does not include any actual, alleged or threatened emotional, physical, or sexual abuse of any patient or professional medical services recipient.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

CG2026 Additional Insured-Designated Person or Organization

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Santa Clara County Office of Education (SCCOE), its officers,
representatives, agents, employees and volunteers

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

THIS INSURANCE IS PRIMARY, WITH ANY INSURANCE OR SELF-INSURANCE PROGRAM MAINTAINED BY THE NAME OF PERSON OR ORGANIZATION LISTED ABOVE BEING NON-CONTRIBUTING EXCEPTING LOSS RESULTING FROM THE SOLE NEGLIGENCE OF THE NAME OF PERSON OR ORGANIZATION LISTED ABOVE

WE WAIVE ANY RIGHT OF RECOVERY WE MAY HAVE AGAINST THE NAME OF PERSON OR ORGANIZATION LISTED ABOVE BECAUSE OF PAYMENTS WE MAKE FOR INJURY OR DAMAGE ARISING OUT OF "YOUR WORK" DONE UNDER A CONTRACT WITH THE NAME OF PERSON OR ORGANIZATION LISTED ABOVE. THIS WAIVER APPLIES ONLY TO THE NAME OF PERSON

All other terms and conditions of this Policy remain unchanged.

PI-MANU-1 (01/00)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

OR ORGANIZATION LISTED ABOVE EXCEPTING LOSS RESULTING FROM THE SOLE
NEGLIGENCE OF THE NAME OF PERSON OR ORGANIZATION LISTED ABOVE.

All other terms and conditions of this Policy remain unchanged.

PI-SO-008D (11-98)

**POLICY DECLARATIONS PAGE
SEXUAL OR PHYSICAL ABUSE OR MOLESTATION
VICARIOUS LIABILITY COVERAGE FORM**

PLEASE READ THIS POLICY CAREFULLY.

POLICY NO. PHPK1045029

Effective date: 07/01/2013
12:01 A.M. Standard Time

LIMIT OF INSURANCE		
AGGREGATE LIMIT	\$	1,000,000
EACH ABUSIVE CONDUCT LIMIT	\$	1,000,000
BUSINESS DESCRIPTION		
Form of Business: CORPORATION		
Business Description: Public School		
FORMS AND ENDORSEMENTS (Other than Applicable Forms and Endorsements Shown Elsewhere in the Policy)		
Forms and Endorsements Applying to this Coverage Part and Made Part of this Policy at Time of Issue:		
SEE SCHEDULE		

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS
CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

PI-EPP-03D (03/08)

Philadelphia Indemnity Insurance Company**EDUCATORS PROTECTION PLUS PROFESSIONAL LIABILITY COVERAGE PART
DECLARATIONS
CLAIMS MADE COVERAGE**

POLICY NO. PHPK1045029

Effective date: 07/01/2013 12:01 A.M. Standard Time

Item 1. Educational Entity: Rocketship Education			
Item 2. Address: 420 Florence St Ste 300 Palo Alto, CA 94301			
Item 3. Policy Period:	Inception Date: 07/01/2013	Expiration Date: 07/01/2014 (12:01 A.M. at the address stated in Item 2.)	
Item 4. Retroactive Date:	06/30/2010 (Enter Date or "None" if No Retroactive Date Applies)		
Item 5. Limits of Liability:			
COVERAGE A.	\$	1,000,000	Professional Aggregate Limit
COVERAGE B.	\$	100,000	Defense Reimbursement
	\$	300,000	Defense Reimbursement Aggregate
Item 6. Deductible:			
COVERAGE A.	\$	1,000	
COVERAGE B.	\$	2,500	
Item 7. Policy Premium: \$ 3,517.00			
Item 8. Additional Premium for Supplemental Extended Reporting Period: \$ 2,637.75			
Item 9. Forms and Endorsements Applying to this Coverage Part and Made Part of this Policy at Time of Issue: SEE FORMS SCHEDULE			

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF
THE INSURED AND THE POLICY PERIOD

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UltimateCover Program Blanket Limits

Policy Number: PHPK1045029

Agent # 27900

ULTIMATECOVER PROPERTY - BLANKET STATEMENT OF VALUES

Blanket No.	Coverage	Limit of Insurance	Co- Insurance
1	Bus Per Prop	\$ 1,868,610	100%
2	Bus Income-Ext	\$ 2,187,500	50%

These declarations are part of the policy declarations containing the name of the insured and the policy period.

CRIME COVERAGE FORM

Various provisions in the policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Form the words **"you"** and **"your"** refer to the Named Insured shown in the Declarations. The words **"we"**, **"us"**, and **"our"** refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section G., **Definitions**.

Coverage Summary

	Basic Limit Of Insurance	Basic Deductible	Superseding Limit Of Insurance	Superseding Deductible
"Money" and "Securities" - Inside the Premises	\$ 5,000	\$ 500	\$ 300,000	\$ 5,000
"Money" and "Securities" - Outside the Premises	\$ 5,000	\$500	\$ 300,000	\$ 5,000
Money Orders and Counterfeit Paper Currency	\$ 5,000	\$500	\$	\$
Kidnap and Ransom – Extortion	\$25,000	None		

Optional Coverage Summary

	Limit of Insurance	Deductible
Forgery or Alteration	\$ 600,000	\$ 5,000
Computer Fraud	\$	\$
Employee Dishonesty	\$ 600,000	\$ 5,000

- ☐ If this box is marked with **"X"**, **Clause B.1.f., Coverage Extension - Welfare and Pension Plan ERISA Compliance**, applies to this policy.

A. Coverage

1. Money and Securities

Covered Property, as used in this Coverage, means **"money"** and **"securities"** used in your business.

a. We will pay for all loss to Covered Property:

(1) **Inside the Premises** - while at a bank or savings institution, at the **"premises"**, or

(2) **Outside the Premises** - in transit between any of the places described in 1. a. (1) above; resulting directly from;

PI-CRP-01 (06/05)


PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

 One Bala Plaza, Suite 100
 Bala Cynwyd, Pennsylvania 19004
 610.617.7900 Fax 610.617.7940
 PHILY.com

Philadelphia Indemnity Insurance Company
CRIME PROTECTION PLUS DECLARATIONS

Policy Number: PHSD861407

In return for the payment of the premium, and subject to all the terms of this Policy, we agree with you to provide the insurance stated in this Policy.

DECLARATIONS
ITEM

1. Named Insured: Rocketship Education
350 Twin Dolphin Dr
2. Mailing Address: Redwood City, CA 94065-1457
3. Policy Period: from 07/01/2013 to 07/01/2014
(12:01 A.M. Standard Time at Your Mailing Address)
4. Coverages, Limits of Insurance and Deductibles:

☒ Loss Sustained Option ☐ Discovery Option
 (If no box is checked, the Loss Sustained Option shall apply)

Insuring Agreements, Limit of Insurance and Deductible Amounts shown below are subject to all of the terms of this policy that apply.

Insuring Agreements Forming Part of This Policy	Limit of Insurance	Deductible Amount
A1. EMPLOYEE THEFT AND CLIENT COVERAGE	\$ 2,400,000	\$ 605,000
A2. ERISA FIDELITY	\$ 2,400,000	\$ NIL
B. FORGERY OR ALTERATION, including Credit, Debit, or Charge Card Extension (\$25,000 limit)	\$ _____	\$ _____
C. INSIDE THE PREMISES	\$ _____	\$ _____
D. OUTSIDE THE PREMISES	\$ _____	\$ _____
E. MONEY ORDERS AND COUNTERFEIT PAPER CURRENCY	\$ _____	\$ _____
F. COMPUTER FRAUD AND FUNDS TRANSFER FRAUD	\$ _____	\$ _____

5. Form Numbers of Endorsements Forming Part of This Policy When Issued: SEE SCHEDULE
6. Cancellation of Prior Insurance: By acceptance of this Policy, you give us notice canceling prior policies or bonds numbered: _____
 _____ the cancellations to be effective at the time this policy becomes effective.

This Policy has been signed by the Company's President and Secretary.

PI-NPD-1 (01-02)



PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

One Bala Plaza, Suite 100
Bala Cynwyd, Pennsylvania 19004
610.617.7900 Fax 610.617.7940
PHLY.com

FLEXIPLUS FIVE

NOT-FOR-PROFIT ORGANIZATION DIRECTORS & OFFICERS LIABILITY INSURANCE
EMPLOYMENT PRACTICES LIABILITY INSURANCE
FIDUCIARY LIABILITY INSURANCE
WORKPLACE VIOLENCE INSURANCE
INTERNET LIABILITY INSURANCE

Philadelphia Indemnity Insurance Company

Policy Number: PHSD858954

DECLARATIONS

NOTICE: EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THIS POLICY IS WRITTEN ON A CLAIMS MADE BASIS AND COVERS ONLY THOSE CLAIMS FIRST MADE DURING THE POLICY PERIOD AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN. THE AMOUNTS INCURRED FOR DEFENSE COST SHALL BE APPLIED AGAINST THE RETENTION.

Item 1. Parent Organization and Address:
Rocketship Dobern Property, LLC
Rocketship Eeducation
350 Twin Dolphin Dr
Redwood City, CA 94065-1457

Internet Address: [www. rsed.org](http://www.rsed.org)

Item 2. Policy Period: From: 07/01/2013 To: 07/01/2014
(12:01 A.M. local time at the address shown in Item 1.)

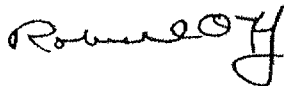
Item 3. Limits of Liability:

(A)	Part 1, D&O Liability:	\$	1,000,000	each Policy Period.
(B)	Part 2, Employment Practices:	\$	1,000,000	each Policy Period.
(C)	Part 3, Fiduciary Liability:	\$	1,000,000	each Policy Period.
(D)	Part 4, Workplace Violence:	\$	100,000	each Policy Period.
(E)	Part 5, Internet Liability:	\$		each Policy Period.
(F)	Aggregate, All Parts:	\$	1,000,000	each Policy Period.

PI-NPD-1 (01-02)

- Item 4. Retention:
- | | | | | |
|-----|-------------------------------|----|--------|--|
| (A) | Part 1, D&O Liability: | \$ | 5,000 | for each Claim under Insuring Agreement B & C. |
| (B) | Part 2, Employment Practices: | \$ | 15,000 | for each Claim. |
| (C) | Part 3, Fiduciary Liability: | \$ | 0 | for each Claim. |
| (D) | Part 4, Workplace Violence: | \$ | 0 | for each Workplace Violence Act. |
| (E) | Part 5, Internet Liability: | \$ | | for each Claim. |
- Item 5. Prior and Pending Date: Part 1 07/01/2010 Part 2 07/01/2010 Part 3 07/01/2010
Part 4 07/01/2011 Part 5 No Date Applies
- Item 6. Premium:
- | | | | | | | | | |
|--------|----|----------|--------|----|----------|--------|----|--------|
| Part 1 | \$ | 5,786.00 | Part 2 | \$ | 5,190.00 | Part 3 | \$ | 115.00 |
| Part 4 | \$ | 1,850.00 | Part 5 | | | | | |
- State Surcharge/Tax: *Total Premium: \$ 12,941.00*
- Item 7. Endorsements: PER SCHEDULE ATTACHED

In witness whereof, the Insurer issuing this Policy has caused this Policy to be signed by its authorized officers, but it shall not be valid unless also signed by the duly authorized representative of the Insurer.



Authorized Representative

Countersignature

Countersignature Date

SCHEDULE

Policy Premium: \$20,877.75
 Minimum Premium: \$310.00

POLICY NO: 51-SR-121029

POLICYHOLDER'S NAME AND ADDRESS:

ROCKETSHIP EDUCATION
 350 TWIN DOLPHIN DR
 # 109
 REDWOOD CITY, CA 94065

Previous Policy No: 51-SR-121029

Policy Period: From (Policy Date): 7/1/2013 To: 7/1/2014
 12:01 A.M. Standard Time at the address of the Policyholder

Producer's Name and Address:	Agent Code	Form Numbers of the Policy, Riders and attached papers at issue
CLAYTON INS AGENCY INC 731 TECHNOLOGY DR STE 250 SAN JOSE, CA 95110	134882	SRP-1400 (HLA), Hartford Privacy Notice Rev'd April 2010.DOC ,SRP-1400 INFO (CA) ,PA-8371-4

EXCESS COVERAGE APPLIES

INSURED PERSON means any person who is a registered student of the Policyholder.

COVERED ACTIVITIES means

This policy covers each Insured Person during the policy period while he or she is:

- (a) participating in, attending or preparing for school related activities: excluding sports Policyholder-sponsored activities while on the premises of, designated by and under the direct supervision of the Policyholder, or
 (b) traveling with a group in connection with such activities under the direct supervision of the Policyholder.

BENEFITS AND AMOUNTS

Accidental Death Benefit	Principal Sum:	\$10,000.00
Accidental Dismemberment Benefit	Principal Sum:	\$10,000.00
Accident Medical Expense Benefit	Maximum Benefit:	\$25,000.00
	Deductible Amount:	\$0.00
	Maximum Dental Limit:	\$250.00

Certificate of Completion

Envelope Number: CD7F08EBD6AB4179BDA71A992EEE712B

Status: Completed

Subject: Rocketship Education 2-00589-01

Source Envelope:

Document Pages: 38

Signatures: 8

Envelope Originator:

Certificate Pages: 6

Initials: 6

Brad Wyatt

AutoNav: Enabled

2601 Bransford Ave

Envelopeld Stamping: Enabled

Nashville, TN 37204

brad.wyatt@mnps.org

IP Address: 96.4.9.1

Record Tracking

Status: Original

Holder: Brad Wyatt

Location: DocuSign

6/24/2014 9:11:51 AM CT

brad.wyatt@mnps.org

Signer Events

Signature

Timestamp

Carol Swann

carol.swann@mnps.org

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

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Signed: 6/24/2014 11:06:37 AM CT

Gary Appenfelder

gary.appenfelder@mnps.org

Director of Purchasing

Metro Nashville Public Schools

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered

ID:

Using IP Address: 96.4.9.1

Sent: 6/24/2014 11:06:39 AM CT

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Glenda Gregory

Glenda.gregory@mnps.org

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

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Signed: 6/24/2014 11:43:49 AM CT

Alan Coverstone

Alan.Coverstone@mnps.org

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Accepted: 10/25/2013 5:50:07 AM CT

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Viewed: 6/24/2014 11:44:40 AM CT

Signed: 6/24/2014 11:44:52 AM CT

Jay steele

Jay.Steele@mnps.org

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

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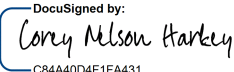
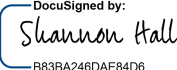
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Signed: 6/24/2014 11:48:57 AM CT

Signer Events	Signature	Timestamp
<p>Chris Henson chris.henson@mnps.org CFO Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 10/6/2013 8:41:36 PM CT ID: 51a69a5d-a0b4-4155-bc59-1cfd0c183010</p>	<p>DocuSigned by: <i>Chris Henson</i> E7455D2A3FD74A4...</p> <p>Using IP Address: 96.4.9.1</p>	<p>Sent: 6/24/2014 11:49:00 AM CT Viewed: 6/24/2014 11:53:34 AM CT Signed: 6/24/2014 11:53:54 AM CT</p>
<p>Cheryl D. Mayes cameo.bobo@mnps.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/24/2014 2:54:56 PM CT ID: 4cc86a9e-14e8-4994-bb9c-1849b9f7ef24</p>	<p>DocuSigned by: <i>Cheryl D. Mayes</i> 99556DC07EDF4A0...</p> <p>Using IP Address: 96.4.9.1</p>	<p>Sent: 6/24/2014 11:53:58 AM CT Viewed: 6/24/2014 2:54:56 PM CT Signed: 6/24/2014 2:55:11 PM CT</p>
<p>Jennifer Frederick jennifer.frederick@nashville.gov Metro - Finance/OMB Metro Nashville Public Schools Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 11/15/2013 10:49:17 AM CT ID: bf5aef1c-5b1c-42b3-a0a4-f042a9f48b03</p>	<p>DS <i>JF</i></p> <p>Using IP Address: 170.190.198.190</p>	<p>Sent: 6/24/2014 2:55:15 PM CT Viewed: 6/25/2014 9:04:07 AM CT Signed: 6/25/2014 9:04:16 AM CT</p>
<p>Talia Lomax-O'dneal talia.lomaxodneal@nashville.gov test title Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/25/2014 10:38:48 AM CT ID: 7b12eb8d-5abe-4100-a9a4-03c477f89946</p>	<p>DS <i>TL</i></p> <p>Using IP Address: 170.190.198.190</p>	<p>Sent: 6/25/2014 9:04:19 AM CT Viewed: 6/25/2014 10:38:48 AM CT Signed: 6/25/2014 10:39:10 AM CT</p>
<p>Richard M. Riebeling Richard.riebeling@nashville.gov Director of Finance Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/25/2014 10:47:37 AM CT ID: eb12f85d-40f2-4f02-af13-a6d39f5fa1ba</p>	<p>DocuSigned by: <i>Richard M. Riebeling</i> 070908C21BB94BA...</p> <p>Using IP Address: 170.190.198.100</p>	<p>Sent: 6/25/2014 10:39:14 AM CT Viewed: 6/25/2014 10:47:37 AM CT Signed: 6/25/2014 10:47:44 AM CT</p>
<p>Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/26/2014 10:47:49 AM CT ID: ce1357cf-96c5-4155-8f18-9c69ac8fe6e5</p>	<p>Completed</p> <p>Using IP Address: 170.190.198.100</p>	<p>Sent: 6/25/2014 10:47:49 AM CT Viewed: 6/26/2014 10:47:49 AM CT Signed: 6/26/2014 10:51:34 AM CT</p>
<p>Balogun Cobb Balogun.cobb@nashville.gov Insurance Division Manager Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 12/16/2013 9:15:56 AM CT ID: f09ba54f-35ed-45e3-b42c-7144f4e60a8d</p>	<p>DocuSigned by: <i>Balogun Cobb</i> 68804BF12FD741C...</p> <p>Using IP Address: 170.190.198.144</p>	<p>Sent: 6/26/2014 10:51:39 AM CT Viewed: 6/26/2014 11:00:03 AM CT Signed: 6/26/2014 11:10:34 AM CT</p>

Signer Events	Signature	Timestamp
<p>Corey Nelson Harkey corey.harkey@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/1/2014 10:47:24 AM CT ID: 83a1d8f9-db2a-42b5-839c-4cb580c5fc59</p>	<p>DocuSigned by:  C84A40D4F1FA431...</p> <p>Using IP Address: 170.190.198.144</p>	<p>Sent: 7/1/2014 10:34:29 AM CT Viewed: 7/1/2014 10:47:24 AM CT Signed: 7/1/2014 11:03:53 AM CT</p>
<p>Shannon Hall Marlene.fuller@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/1/2014 11:04:20 AM CT ID: ee50f014-ac2c-461b-b7c2-8a9c075c2100</p>	<p>DocuSigned by:  B83BA246DAE84D6...</p> <p>Using IP Address: 170.190.198.100</p>	<p>Sent: 7/1/2014 11:04:01 AM CT Viewed: 7/1/2014 11:04:20 AM CT Signed: 7/1/2014 11:04:32 AM CT</p>
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<p>Peggy Winstead peggy.winstead@mnps.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:</p>	<p>COPIED</p>	<p>Sent: 6/24/2014 11:49:01 AM CT Viewed: 6/24/2014 1:17:07 PM CT</p>
<p>Sally Palmer Sally.Palmer@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/30/2014 3:25:47 PM CT ID: f64b130e-e3b8-4cff-b5e9-676855c2015d</p>	<p>COPIED</p>	<p>Sent: 7/1/2014 11:03:58 AM CT</p>
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/1/2014 11:04:01 AM CT
Certified Delivered	Security Checked	7/1/2014 11:04:20 AM CT
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Completed	Security Checked	7/1/2014 11:04:32 AM CT
Electronic Record and Signature Disclosure		

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- ii. send us an e-mail to gary.appenfelder@mnps.org and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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