



**Wednesday, March 6, 2024**

**Rocketship Public Schools National Board of Directors Meeting (2023-24 Q3)**

**Meeting Time: 3:00pm**

**Public Comment: Members of the public can make comment on off-agenda items at the start of the meeting, and on agenda items immediately preceding the board's discussion of each item. You will be recognized once the public comment time begins, and be permitted to make comment for a duration of up to 3 minutes.**

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

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**Teleconference locations:**

**198 W Alma Ave. San Jose, CA 95110  
2960 Story Rd San Jose, CA 95116  
1700 Cavallo Road, Antioch, CA 94509  
370 Wooster Ave. San Jose, CA 95116  
70 S. Jackson Ave. San Jose, CA 95116  
2351 Olivera Rd, Concord, CA 94520  
331 S. 34th St. San Jose, CA 95116  
788 Locust St., San Jose, CA 95110  
950 Owsley Ave. San Jose, CA 95122  
1440 Connecticut Drive, Redwood City, CA 94061  
3173 Senter Road San Jose, CA 95111  
2249 Dobern Ave. San Jose, CA 95116  
683 Sylvandale Ave San Jose, CA 95111  
311 Plus Park Blvd Suite 130, Nashville, TN 37217  
3290 N. 44th St., Milwaukee. WI 53216  
27372 Aliso Creek Rd, 27372 Aliso Viejo, CA 92656  
41 Atlantic Beach Ct, Kiawah Island, SC 29455  
4732 Knoll Park Circle, Antioch CA 94531  
3800 W Starr Pass Blvd, Tucson, AZ 85745  
2342 East Orange Wood Ave, Phoenix AZ 85020  
1670 Las Plumas Ave, San Jose, CA 95133**

**1. Opening Items**

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

**2. Consent Items**

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- A. Approve minutes from the January 17, 2024 meeting of the Board of Directors
- B. Approve revised EL Identification, Reclassification and Monitoring Policy
- C. Approve the First Modification and Extension of Lease between 309-311 Park Plus Blvd, LLC and Rocketship Education
- D. Approve 2024 School Safety Plan for all Rocketship schools
- E. Appoint Kamuzu Saunders as advisor to the Rocketship Business Committee through the end of March 2026

F. Acknowledge and approve the Second Interim Reports for all California Rocketship schools: Rocketship Mateo Sheedy, Rocketship Si Se Puede, Rocketship Los Suenos, Rocketship Mosaic, Rocketship Discovery Prep, Rocketship Brilliant Minds, Rocketship Alma, Rocketship Spark, Rocketship Fuerza, Rocketship Rising Stars, Rocketship Redwood City Prep, Rocketship Futuro, and Rocketship Delta Prep

G. Approve CliftonLarsonAllen (CLA) as auditor for the fiscal year 2023-24 consolidated audit of Rocketship Education and its affiliated entities, as recommended by the Rocketship Audit Committee

H. Delegate authority to the Rocketship Audit Committee to amend the CliftonLarsonAllen (CLA) 23-24 Audit Engagement Letter/Statement of Work

I. Delegate authority to the Rocketship Audit Committee to approve the IRS Form 990 for year ending 6/30/23

J. Approve revised School Council and Committee Policy for California Rocketship Schools

K. Approve Collective Banking Resolutions for PNC Group for Rocketship Education Wisconsin, Inc

L. Approve Collective Banking Resolutions for PNC Group for Rocketship Education District of Columbia Public Charter Schools, Inc.

M. Approve Collective Banking Resolutions for PNC Group for Rocketship Education

### **3. Agenda Items**

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A. Approve the 24-25 California Food Service Vendor Contracts with Lunch Master and Chefables

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

C. 23-24 Mid Year NWEA Data and Response

### **4. Break**

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### **5. Agenda Items (contd.)**

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A. Staff Satisfaction & DEI Survey Results

B. 5 Year Strategic Plan Review & Approval

### **6. Closed Session**

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A. Conference with Legal Counsel – Existing Litigation Pursuant to Paragraph (1) of subdivision (d) of Government Code Section § 54956.9 Name of Case: Knox v. Rocketship Education, et al., Case No. 24-CIV-00327

### **7. Break**

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### **8. Agenda Items (contd.)**

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A. Group discussion with Bay Area Parent Advisory Board and parent leaders

### **9. Adjourn**

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

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

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

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

Si desea hacer un comentario público en español y desea que lo traduzcamos al inglés para la Mesa Directiva, envíe una solicitud a [compliance@rsed.org](mailto:compliance@rsed.org) por lo menos 24 horas antes del inicio de la reunión.

**Rocketship Public Schools Board of Directors  
Summary of Consent Items - March 6, 2024**

**Item 2A. Approve minutes from the January 17, 2024 meeting of the Board of Directors**

We held our last Board of Directors meetings on January 17, 2024 and this agenda item puts forth the minutes from those meetings for approval.

**Item 2B. Approve revised EL Identification, Reclassification and Monitoring Policy**

The English Learner Identification, Reclassification and Monitoring Policy for California has been updated by our Multilingual Learner Team to reflect new Federal and State required components around the identification and reclassification of our students designated as English Learners and additional information on the use of the Alternate ELPAC for students with an IEP or Section 504 plan.

**Item 2C. Approve the First Modification and Extension of Lease between 309-311 Park Plus Blvd, LLC and Rocketship Education**

Please see attached Executive Summary.

**Item 2D. Approve 2024 School Safety Plan for all Rocketship schools**

Each year we are required to update our School Safety Plan, which includes procedures for proactively promoting safety on campuses and responding to unsafe situations that may arise. In order to ensure our plan continues to stay in compliance, the 2024 School Safety Plan incorporates a few additions to the 2023 Safety Plan including procedures for reporting dangerous, unlawful or violent activities and guidelines for how we support students impacted by community violence. Additionally, updates were made to ensure that all regions' policies were accurately reflected and up to date in the plan's appendix.

**Item 2E. Appoint Kamuzu Saunders as advisor to the Rocketship Business Committee through the end of March 2026**

Kamuzu Saunders is an Executive Director at JPMorgan Private Bank and served 16 years as the U.S Equity Client Portfolio Manager. In his role as Executive Director, he takes a holistic approach to providing individuals and their families guidance across their full financial picture – including wealth planning, investments, banking and credit. Kamuzu is a native Washingtonian with a strong interest in supporting the advancement of educational opportunities in underserved communities. He earned a BS in Finance and an MBA from Florida Agricultural and Mechanical University. Kamuzu has served on the Rocketship DC Board of Trustees since 2020 and is currently chair of the DC Business Committee.

**2F. Acknowledge and approve the Second Interim Reports for all California Rocketship schools: Rocketship Mateo Sheedy, Rocketship Si Se Puede, Rocketship Los Suenos, Rocketship Mosaic, Rocketship Discovery Prep, Rocketship Brilliant Minds, Rocketship Alma, Rocketship Spark, Rocketship Fuerza, Rocketship Rising Stars, Rocketship Redwood City Prep, Rocketship Futuro, and Rocketship Delta Prep**

This required California state budget report is submitted in March each year, summarizing the ongoing finances for each school, and has been put before the board for approval. The contents are aligned with the 23-24 budget summary shared with the board during its meeting held on August 23, 2023 and the finance update given to the Business Committee on February 14, 2023.

**2G. Approve CliftonLarsonAllen (CLA) as auditor for the fiscal year 2023-24 consolidated audit of Rocketship Education and its affiliated entities, as recommended by the Rocketship Audit Committee**

The board approves the selection of Rocketship's auditor annually. On February 12th, 2024, the Rocketship Audit Committee reviewed the CLA engagement letter/statement of work, which includes the proposed scope of work in detail, and recommended it for approval. We have worked with CLA previously, and had no concerns about how the audit process was managed for the prior audits.

**2H. Delegate authority to the Rocketship Education Audit Committee to amend the CliftonLarsonAllen (CLA) 23-24 Audit Engagement Letter/Statement of Work**

Over the next two months, the Audit Committee will explore engaging CLA to provide audit services to other regions. Approval to delegate authority to modify the CLA scope of work will empower the Audit Committee to amend the engagement agreement should the Committee decide to retain CLA for additional services.

**2I. Delegate authority to the Rocketship Education Audit Committee to approve the IRS Form 990 for year ending 6/30/23**

FY23 tax filings will be completed across the organization in May. This item delegates authority for approval of the IRS Form 990 for Rocketship Education to the Rocketship Education Audit Committee for fiscal year ending 6/30/23.

**2J. Approve revised School Council and Committee Policy for California Rocketship Schools**

Please see attached Executive Summary.

**2K, 2L, 2M. - Approve Collective Banking Resolutions for PNC Group for Rocketship Education Wisconsin, Inc (2K.), Rocketship Education District of Columbia Public Charter Schools, Inc. (2L.) and Rocketship Education (2M.)**

Approval of resolutions 2K, 2L and 2M will enable Rocketship to enter into a new banking relationship with PNC Group. PNC will provide Rocketship with comprehensive services which are personalized to our specific needs. Their relationship driven approach to banking coupled with their robust systems and tools will increase the efficiency of our treasury management and accounting functions.

## **Rocketship Public Schools National Board of Directors Meeting (2023-24 Q3) (Wednesday, January 17, 2024)**

*Generated by Cristina Vasquez on Monday, January 22, 2024*

### **1. Opening Items**

#### **A. Call to order**

At 9:01am, Mr. Jordan took roll call. With a quorum of board members present, Mr. Jordan called the meeting to order. Present: Joey Sloter, Alex Terman, June Nwabara, Julie Miller, Malka Borrego, Michelle Mercado, Dan Sanchez, Brian Kilb, April Taylor, Yolanda Bernal Samano, Charmaine Detweiler, Greg Stanger, Louis Jordan  
Absent: Deb McGriff, Deja Gipson, Mike Fox, Peter Philpott (advisor), Hugo Castaneda, Ray Raven, Rajen Sheth, Daniel Velasco

At 9:02am, Ray Raven, Rajen Sheth and Daniel Velasco joined the meeting.

#### **B. Public comment on off-agenda items**

At 9:02am, Mr. Jordan called for public comment on off-agenda items. No members of the public provided comment.

### **2. Consent Items**

#### **A. Approve minutes from December 7, 2023 meeting of the Board of Directors**

At 9:03am, Mr. Sanchez made a motion to approve the consent items. This motion was seconded by Ms. Detweiler, and carried unanimously by roll call vote.

Y: Joey Sloter, Alex Terman, June Nwabara, Julie Miller, Malka Borrego, Michelle Mercado, Dan Sanchez, Brian Kilb, April Taylor, Yolanda Bernal Samano, Charmaine Detweiler, Greg Stanger, Louis Jordan, Ray Raven, Rajen Sheth, Daniel Velasco

N: --

Abstain: --

### **3. Agenda Items**

#### **A. Approve Management Fee Subordination Agreement with Launchpad Development Company, Launchpad Development Three, LLC, and Rocketship Education DC Public Charter Schools, Inc. and related Resolutions**

At 9:04am, the board discussed item 3(A).

At 9:32am, Ms. Taylor left the meeting.

At 9:42am, Mr. Sanchez made a motion to approve item 3(A). This motion was seconded by Ms. Miller, and carried unanimously by roll call vote.

Y: Alex Terman, June Nwabara, Julie Miller, Malka Borrego, Michelle Mercado, Dan Sanchez, Brian Kilb, Yolanda Bernal Samano, Charmaine Detweiler, Greg Stanger, Louis Jordan, Ray Raven, Rajen Sheth, Daniel Velasco

N: --

Abstain: Joey Sloter

### **8. Adjourn**

At 9:43am, Mr. Sanchez made a motion to adjourn the meeting. This motion was seconded by Ms. Detweiler, and carried unanimously by roll call vote.

Y: Joey Sloter, Alex Terman, June Nwabara, Julie Miller, Malka Borrego, Michelle Mercado, Dan Sanchez, Brian Kilb, Yolanda Bernal Samano, Charmaine Detweiler, Greg Stanger, Louis Jordan, Ray Raven, Rajen Sheth, Daniel Velasco

N: --

Abstain: --

## **<Draft until Board Approval> EL IDENTIFICATION, RECLASSIFICATION, AND MONITORING POLICY**

### **Region: CA**

At Rocketship schools in California, more than half of the students are initially classified as English Learners or “EL”. An EL student is a student whose native language is something other than English and who has not yet developed listening, speaking, reading, and writing proficiencies in English sufficient for participation in the regular school program. Rocketship will follow all federal and state laws and regulations in providing services to students who need English language support. Rocketship will also monitor students’ progress in attaining English proficiency and reclassify EL students who have attained the language skills necessary to compete with native English speakers in age and grade-appropriate settings without the use of modified English materials. Once students have been reclassified, Rocketship monitors student performance for up to four years after their reclassification. This policy outlines the criteria for identification and reclassification in each Rocketship region as well as Rocketship’s process for monitoring students who have exited from our English language support program.

### **I. Identification of English Learners**

#### **Home Language Survey**

Students who are new to California public schools (e.g. moved from another state, attended a private school), or have never been assessed for English language proficiency (i.e. first-year students in Transitional Kindergarten or Kindergarten) are required to be assessed for English language proficiency when they enroll at Rocketship. As required by state and federal law, Rocketship will properly identify and assess all students who have a home language other than English. At or before the time of a student’s initial California enrollment, Rocketship shall conduct, in writing, a home language survey (HLS) to identify whether the primary or native language of the student is a language other than English. If a parent or guardian’s HLS response indicates a primary or native language other than English, and there is no evidence that the student is proficient in English, Rocketship shall promptly notify the parent or guardian, in writing, prior to the administration of the English Language Proficiency Assessments for California (ELPAC) initial assessment.

#### **ELPAC**

Rocketship shall administer the ELPAC initial assessment to each student eligible for the initial assessment, locally produce the official score in accordance with the directions of the test contractor, and notify the parent or guardian, in writing, of the results of the initial assessment within 30 calendar days after the student’s initial date of California enrollment.

Rocketship shall annually assess the English language proficiency (ELP) and academic progress of each EL. Rocketship shall administer the ELPAC summative assessment during the annual summative assessment window.

When administering an initial or summative ELPAC assessment to a student with a disability, Rocketship shall provide designated supports or accommodations, in accordance with the student’s individualized education program (IEP) or Section 504 plan. When a student’s IEP or Section 504 plan specifies that the student has a disability that precludes assessment such that there are no appropriate accommodations for assessment in one or more of the domains (listening, speaking, reading, and writing), the student shall be assessed in the remaining domains in which it is possible to assess the student.

When a student's IEP team determines that the student has a significant cognitive disability such that the student is unable to participate in the initial or summative assessment, or a section of either test, even with resources, the student shall be assessed using the Alternate ELPAC, as specified in the student's IEP.

The student's initial ELPAC scores determine whether he or she is classified as an English Learner, and whether he or she is eligible to be classified as Initial Fluent English Proficient (IFEP). If the student is eligible for initially fluent status, the student is marked as "IFEP" in PowerSchool and is not considered a current English Learner.

Criteria for initial Fluency (IFEP) is the same for students in all grade levels. Students are given the Initial ELPAC assessment then assessments are locally scored and entered into the Local Scoring Tool (LST) in the Test Operations Management System (TOMS), resulting in one of three performance levels:

<b>Initial ELPAC Performance Level<sup>1</sup></b>	<b>Functional Implication</b> <i>What will happen for this student?</i>
IFEP	<ul style="list-style-type: none"> <li>● Student is found to be initially fluent in English.</li> <li>● Parents are given formal notification of scores.</li> <li>● Student does not need to take ELPAC again.</li> <li>● No specific ELD support is required.</li> </ul>
Intermediate EL	<ul style="list-style-type: none"> <li>● Student is classified as an English Learner.</li> <li>● Parents are given formal notification of scores.</li> <li>● Student is required to take the Summative ELPAC each spring until reclassified.</li> <li>● Teachers use data to provide appropriate ELD instructional supports.</li> </ul>
Novice EL	<ul style="list-style-type: none"> <li>● Student is classified as an English Learner.</li> <li>● Parents are given formal notification of scores.</li> <li>● Student is required to take the Summative ELPAC each spring until reclassified.</li> <li>● Teachers use data to provide appropriate ELD instructional supports</li> </ul>

## II. Reclassification of English Learners

### A. Reclassification Criteria

The State of California has established four criteria that must be met, in order to change the English Language Acquisition status to Reclassified Fluent English Proficient (RFEP) for emerging bilingual students. The criteria are:

- (a) Assessment of ELP
- (b) Teacher evaluation that includes, but is not limited to, the student's academic performance. The term "teacher" refers to the classroom teacher and other certified

- staff with direct responsibility for teaching or placement decisions of the student.
- (c) Opportunities for parent opinion, consultation, and involvement during the reclassification process.
  - (d) Comparison of student's performance in basic skills against an empirically established range of performance in basic skills, based upon the performance of English proficient students of the same age, which demonstrates whether the student is sufficiently proficiency in English to participate effectively in a curriculum designed for students of the same age whose native language is English.

Rocketship schools in California measure English language proficiency using the state-mandated standardized test called the English Language Proficiency Assessment for California, or ELPAC. Students are given an ELPAC Initial Assessment when they first enter a CA school, then take the ELPAC Summative Assessment annually until they are reclassified in accordance with this policy. Students at Rocketship's California schools who meet ALL of these criteria should be recommended for reclassification:

- (a) Student earns an Overall Performance Level of Well Developed (Level 4) on the ELPAC Summative assessment
- (b) Teacher recommends student for reclassification by evaluating the student's performance in the classroom, taking into account the student's level of curriculum mastery. Note that incurred deficits in motivation and academic success unrelated to English language proficiency do not preclude a student from being considered for reclassification. Teachers complete the recommendation form on ELLevation platform.
- (c) Teacher conducts a conference with the family to review the purpose, criteria and evidence of reclassification and the meeting is documented in ELLevation.
- (d) For basic skills requirement, student scores in the 50th percentile or above in both NWEA MPG Reading and NWEA MPG Math.

Rocketship is also committed to providing equitable pathways for dually identified students. Therefore, students participating in integrated special education who meet ALL of these criteria should be recommended for reclassification:

- (a) Student earns an Overall Performance Level of Well Developed (Level 4) on the ELPAC Summative assessment, Level 3 on the Alt Summative ELPAC, or if the inability to meet ELPAC criteria is due to disability, then must make consistent progress across all areas (language assessments, IEP language goals, speech evaluations, language use at home) not directly impacted by disability.
- (b) Teachers, including ISE Specialists and related service providers, "the team," recommend student for reclassification by evaluating the student's performance in the classroom, taking into account the student's level of curriculum mastery. The team collaboratively completes the recommendation form on ELLevation platform.
- (c) Teachers, including ISE Specialists and related service providers, conduct a conference with family to review purpose, criteria and evidence of reclassification and meeting is documented in ELLevation and student's IEP.
- (d) For basic skills requirement, student scores in the 33rd percentile or above in both NWEA MPG Reading and NWEA MPG Math. If student is classified as Mod/Sev and does not take NWEA MPG, then student must demonstrate mastery of individualized growth goals for SANDI's math and reading test.

Regardless of the physical form of such record and to ensure transfer of documentation, Rocketship shall maintain in the student's permanent record language and academic performance assessments, participants in the reclassification process; and any decisions regarding reclassification.



## B. Reclassification Process

Rocketship will follow the steps below each year to reclassify students and exit them from English language services at our California schools. This timeline assumes Summative ELPAC testing takes place in early spring (March / April) resulting in score reports being delivered to schools over the summer or fall period of the next school year.

- 1) Rocketship students take the Summative ELPAC in the early spring of the previous school year.
- 2) Rocketship students take NWEA MAP three times a year (fall, winter and spring).
- 3) Students who meet both the NWEA MAP requirement *and* score a 4 or higher on ELPAC will be identified by the Multilingual Learners & Analytics teams. These students will be recommended for reclassification.
- 4) Teachers will complete reclassification recommendation forms and hold in-person conferences with parents to review student progress. Parents will be provided information about Rocketship's reclassification requirements and their student's latest assessment scores including NWEA MAP. Parent teacher conferences are held three times a year.
- 5) Notification of Exit letters will be sent to the parents indicating that the student has been recommended for reclassification (in addition to the student's official ELPAC score report and including all required CDE information) and offering a final opportunity for parent input.
- 6) Office Managers file all reclassification letters and any additional evidence that was used to demonstrate English language proficiency. These documents are filed in the student's cumulative file.
- 7) Office Managers work directly with the Student Information Systems team to ensure that the student's ELL/EL status is changed in PowerSchool SMS and CALPADS.
- 8) If students scored Level 4 on the ELPAC but did not meet the other requirements in the fall, the students will be monitored during the winter and early spring of the current school year. The reclassification process will start for those students if they meet the other reclassification requirements before the next ELPAC testing window begins.
- 9) Rocketship will monitor student performance for four years after reclassification in accordance with Title III of the ESEA and any state regulations. Teachers will formally review student data for all RFEP students at least once a year in late spring using NWEA MAP and share updates with parents during in-person conferences. Additional monitoring takes place throughout the year at scheduled data days, when teachers use assessment results to determine instructional supports for the next cycle.

## C. Monitoring Students Who Have Been Reclassified

As part of Rocketship's approach to ELD instruction, all students who are reclassified as RFEP will be monitored for four years to ensure students continue to make adequate progress with grade level material.

- Summative Monitoring - Late Spring, using NWEA MAP: The Multilingual Learners and Analytics teams will provide schools with a list of all students who have been reclassified within the past 4 years, including their latest assessment data (specifically, but not limited to, NWEA MAP). Teachers will review this data and discuss student progress, making instructional shifts as needed to address students who have low performance or have not made adequate growth.

# ROCKETSHIP PUBLIC SCHOOLS

Executive Summary  
Rocketship Education  
Board of Directors  
March 6, 2024

<b>Agenda Item:</b> 2.C.  <b>Subject:</b> <b>Approve the First Modification and Extension of Lease between 309-311 Park Plus Blvd, LLC and Rocketship Education</b>		OPEN/ACTION
		INFORMATION
	X	CONSENT

**Recommendation(s):**

Based on the needs of the Tennessee Regional Team, staff members recommend that the Rocketship Education Board of Directors (“Board”) approve the lease of additional office space at 311 Park Plus Blvd Suite 130 Nashville, TN 37214.

**Background:**

The Rocketship Tennessee Regional team has grown from a team of four people to a team of twelve. There is practical need for additional office space. The landlord has agreed to split the costs evenly for a build out of four additional offices in exchange for a lease extension from 11/24 – 11/26.

**Summary of Previous Board Action by Board:** N/A

**Fiscal Impact:** \$9K build out, and a rent increase of \$2K annually Feb. 2024 – Nov. 2026. The rent per month will be as follows:

Date	Rent Per Year	Rent Per Month
12/1/23-11/30/24	\$54,770.28	\$4,564.19
12/1/24-11/30/25	\$56,413.44	\$4,701.12
12/1/25-11/30/26	\$58,105.80	\$4,842.15

**Submitted by:** William Hill, Executive Director

**FIRST MODIFICATION AND EXTENSION OF LEASE**

This First Modification and Extension of Lease (“Agreement”) made on **November \_\_\_\_\_, 2023** by and between **309-311 Plus Park Blvd, LLC** (“Landlord”), having an address at 42 West 39th Street, 6th Floor, New York, NY 10018, as Landlord; **ROCKETSHIP EDUCATION** (“Tenant”), having an address at Suite 130 at 311 Plus Park Boulevard, Nashville, TN 37214, as Tenant.

**WHEREAS**, by Lease dated January 10, 2022 (the “Original Lease”), (the Original Lease and this Agreement shall hereinafter be referred to herein as the “Lease”), Landlord leased to Tenant a certain portion of the premises known as **Suite 130** (“Premises”) in the building known as **311 Plus Park Boulevard, Nashville, TN 37214** (“Building”), both as more particularly described in the Original Lease.

**WHEREAS**, the Original Lease is set to expire on February 28, 2025 and the parties are desirous of modifying and extending the terms of the Lease to the extent set forth herein.

**NOW**, therefore, in consideration of the representations, mutual agreements between the parties and for other good and valuable consideration, the receipt of which is hereby acknowledged, the term of the Lease is hereby extended or otherwise amended as follows:

1. The above referenced recitals are specifically incorporated into the body of this Agreement and shall be binding on the parties herein.
2. The Premises description is amended to include approximately an additional 675 square feet of adjacent Building space which is added to the Premises for a total of approximately 3,545 square feet.
3. The Term of the Lease is hereby extended through November 20, 2026 (“Extended Term”). Tenant expressly acknowledges that it must vacate and surrender the Premises on or before November 20, 2026, in accordance with the terms of the Lease.
4. The Base Rent for the Extended Term, which shall be due and payable in equal monthly installments, shall be due and payable as follows modifying and superseding the terms of the initial Lease:

<b>Date</b>	<b>Rent Per Year</b>	<b>Rent Per Month</b>
December 1, 2023 through November 30, 2024	\$54,770.28	\$4,564.19
December 1, 2024 through November 30, 2025	\$56,413.44	\$4,701.12
December 1, 2025 through November 30, 2026	\$58,105.80	\$4,842.15

5. The parties acknowledge that there is currently \$3,588.00 on hand with the Landlord as and for the Security Deposit set forth under the Lease. Simultaneous with the execution of this Agreement, Tenant shall deposit an additional \$976.19 so that Landlord shall have a total of \$4,564.19 as and for the Security Deposit as set forth in the Lease.

6. Subject to the terms of the Lease, Landlord shall undertake the following work at the Premises in good and workmanlike manner which shall be paid for by Landlord and ½ (half) of all work to be reimbursed by Tenant in the estimated amount of \$10,500.00 (not including the electrical work): Extension of offices to create 3 offices of the same size and one office of a larger size along with electrical work (collectively, “Landlord’s Work”). In connection with Landlord’s Work, Tenant shall reimburse Landlord the amount of one-half of the actual cost of such Landlord’s Work (inclusive of all labor, filings, materials, etc.) as additional rents due and owing to Landlord within 10 days of the date Landlord provides copies of final invoices to Tenant.

7. Modifying any notice provision of the Lease, notices shall be sent as follows:

To Landlord: 309-311 Plus Park Blvd, LLC  
42 West 39th Street, 6th Floor  
New York, New York 10018

With a copy to: The Law Offices of Jeffrey R. Homapour, PLLC  
68 Jay Street, Suite 420  
Brooklyn, New York 11201

To Tenant: At the Premises

8. The parties hereto covenant, represent and warrant to each other that there was no broker or finder instrumental in consummating this Lease and that no other conversations or

negotiations were had with any broker or finder concerning the renting of the Premises. The parties represent they have dealt with no other broker in connection with this Agreement, and agree to indemnify and hold each other harmless with respect to any liability and expense (including reasonable attorneys' fees) for any brokerage commission or finder's fee to any broker based on alleged actions of either such party or their agents or representatives, Owner's and Tenant's liability hereunder shall survive any expiration or termination of this Lease and all brokerage claims in connection with this Lease.

9. Tenant represents that it has not assigned, sublet, transferred or hypothecated all or any portion of its interest under the Lease and has no right to assign, sublet, transfer or hypothecate all or any portion of its interest.

10. Tenant acknowledges that Landlord has complied with all terms and covenants required of Landlord under the Lease and any verbal agreements and is not currently in default under the Lease. Tenant accepts the Premises in the current "as-is" condition without any requirement for Landlord to make any repairs or take any other actions unless specifically set forth in this Agreement.

11. Tenant has made no agreements with Landlord or its agents or employees concerning free rent, partial rent, rebate of rental payments or any other type of rental concession and Tenant hereby waives any and all claims against Landlord which were incurred prior to the date hereof. Tenant is not entitled any rent credit, free rent, offset nor deduction in rent.

12. The parties expressly acknowledge that the Lease and any other written agreement between the parties has not been modified, changed, altered or amended in any respect except for that which is set forth in this Agreement. All other terms and conditions of the Lease and any

extensions, renewals or modifications thereof (if any) shall remain in full force and effect and unchanged.

13. This Agreement shall be binding upon and inure to the benefit of the Landlord, its respective heirs, assigns, executors, administrators, and successors-in-interest to the property.

14. All Parties have had the right to review the terms of this Agreement with their respective counsel. This Agreement shall be construed as being drafted by both parties. This Agreement and any other written agreements between the parties shall constitute the full and complete agreement by and between the parties and may not be changed or modified in any manner except in a writing signed by the parties hereto.

15. The parties hereby expressly waive trial by jury in any litigation arising out of, or in connection with, or relating to this Agreement.

16. Facsimile, PDF or electronic copies of this Agreement shall be deemed as an original for all purposes.

**IN WITNESS WHEREOF**, Landlord and Tenant have respectively executed this Agreement as of the day and year first above written.

DocuSigned by:  
*Saul Maslavi*  
DE0D5CF11741465...  
1/3/2024  
**309-311 Plus Park Blvd, LLC**, Landlord  
By: Saul Maslavi, as Member

DocuSigned by:  
*Matthew Shaw*  
53DE7DE782DC41B...  
**ROCKETSHIP EDUCATION**, Tenant  
By: Matthew Shaw

CFO  
1/3/2024

DocuSigned by:  
*William Hill*  
A0E6B65ADDE4413...  
1/2/2024

William Hill

William Hill



# Entity Tax Compliance Statement of Work

CLA Client ID:A275280

Date: January 25, 2024

Rocketship Education

350 Twin Dolphin Drive, Suite 109, Redwood City, CA, 94065-1458, United States

## Statement of Work - Tax Exempt Returns and Filings

This document constitutes a statement of work (“SOW”) under the master service agreement (“MSA”) dated February 17, 2023, or any superseding MSA, made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and Rocketship Education (“you,” “your,” or “the organization”). The purpose of this SOW is to confirm our understanding of the scope of services, responsibilities, limitations, and related terms of our engagement for the year ended June 30, 2024.

### Our responsibility to you

We will prepare the entity's federal and state returns and filings as defined herein in accordance with the applicable tax laws. We will use our judgment in resolving questions where the law is unclear, and where there is reasonable authority, we will resolve questions in your favor whenever possible.

We will not audit or otherwise verify the accuracy or completeness of the information we receive from you for the preparation of the returns and filings, and our engagement cannot be relied upon to uncover errors or irregularities in the underlying information.

### Your responsibilities

It is your responsibility to provide us with all of the information needed to prepare complete and accurate returns and filings. We will have no obligation to prepare the returns and filings until you have provided such information to us. It is your responsibility to comply with all foreign jurisdiction filing requirements. We have no obligation to prepare returns for foreign jurisdictions.

CLA requires that you provide information 60 days prior to the filing deadline. If you provide information after that date, we may be unable to complete the return(s) by the original filing deadline and may need to file an extension. If an extension is filed and information is not provided by 60 days prior to the extended filing deadline, we may be unable to complete your return(s) by the extended due date. Failure to timely file your return(s) or to file for an extension can result in penalties which can be substantial.

The United States Supreme Court ruled in South Dakota versus Wayfair that physical presence is no longer

required to establish nexus for sales tax. This ruling may have broad implications, even beyond sales tax, as to where an entity is subject to tax. Please note that if the entity had a taxable presence in more than one jurisdiction, such as an employee or agent within the jurisdiction, any tangible property owned or rented within the jurisdiction, or if the entity exceeds any applicable economic nexus thresholds, the entity, its owners, or related entities may be subject to state or local income, sales, use, franchise, or gross receipts tax in that jurisdiction depending upon the particular facts. It is the entity's responsibility, not CLA's, to determine if assistance is needed in deciding whether the entity, its owners, or related entities may be liable for income, sales, use, franchise, or gross receipts tax, or have a filing requirement in the various state or local jurisdictions.

It is important for you to identify any ownership OR signature authority over a foreign bank account or other foreign financial assets which includes but is not limited to foreign: stocks, mutual funds, partnerships, bonds, retirement accounts, estates, trusts, annuities, swaps, and derivatives. Failure to disclose penalties can be significant, starting at \$10,000 and can be upwards of 50 percent of the value of the asset. Please provide account statements if you have any foreign account ownership or signature authority. Note that these rules do not apply to foreign investments held by U.S. mutual funds. In addition, ownership in a foreign business entity (association, corporation, disregarded entity, or partnership) could trigger additional U.S. foreign informational reporting requirements. These reporting requirements require the disclosure of ownership, financial information, and related-party transactions. Failure to properly disclose ownership, related-party transactions, and the required information could trigger a penalty of up to \$25,000 penalty per filing. We cannot be held responsible if you fail to identify or provide such information to us.

For all nonattest services we may provide to you, including these tax services, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services. You are responsible to carefully review the returns and filings that we prepare on your behalf before they are signed and submitted to tax authorities. We will advise you with regard to tax positions taken in the preparation of the returns and filings, but the responsibility for the returns and filings remains with you.

### **Section 174 capitalization requirement**

Research and experimental ("R&E") expenditures under IRC Section 174 are required to be capitalized and amortized. In the case of domestic R&E expenditures, the amortization period is 5 years, and in the case of foreign R&E expenditures the amortization period is 15 years. In order to comply with the new law, your R&E expenditures under Section 174 must be identified and properly categorized. Additionally, the IRS is requiring taxpayers with Section 174 expenditures to file a change in accounting method with their tax return, which may be done this tax year on a Form 3115 or equivalent statement. We will bill at our standard hourly rates for services related to this law change.

### **Beneficial ownership information reporting**

Beginning in 2024 under the Corporate Transparency Act (CTA), certain entities organized in the U.S.



(including entities that are disregarded for federal income tax purposes) and foreign entities doing business in the U.S. are required to report information to the Financial Crimes Enforcement Network (FinCEN) as to their beneficial ownership. The report must provide each beneficial owner, each company applicant and other required information. Entities subject to the beneficial ownership information (BOI) reporting include a corporation, limited liability company, or any other entity created by the filing of a document with the secretary of state or similar office under state, Tribal or foreign country law. Note that some entities are exempt from the BOI reporting requirements (including many nonprofits and certain large operating companies).

**It is your responsibility to prepare and submit any BOI report to FinCEN that is required under the CTA.** We have no obligation to identify any filing requirements or provide any services related to BOI reporting.

### **Tax examinations**

All returns and filings are subject to potential examination by the IRS and state taxing authorities. In the event of an examination, we will be available, at your request, to assist or represent you. Services in connection with tax examinations are not included in our fee for preparation of your returns and filings. Our fee for such services will be billed to you, along with any direct costs.

### **Record retention**

You are responsible for retaining all documents, records, canceled checks, receipts, or other evidence in support of information and amounts reported on your returns and filings. These items may be necessary in the event a taxing authority examines or challenges your returns or filings. These records should be kept for at least seven years. Your copy of the returns and filings should be retained indefinitely.

If carryover item(s) exist (e.g., capital loss, net operating loss, tax credits, etc.), you should retain the supporting records related to the carryover item(s) until the item has either been utilized (and the statute of limitations associated with the year of utilization has expired) or the carryforward period has expired.

In preparing the returns and filings, we rely on your representation that you understand and have complied with these documentation requirements. You are responsible for the proper recording of transactions in the books of accounts, for the safeguarding of assets, and for the substantial accuracy of your financial records.

All of the records that you provide to us to prepare your returns and filings will be returned to you after our use. Our working papers, including any copies of your records that we chose to make, are our property and will be retained by us in accordance with our established records retention policy. This policy states, in general, that we will retain our working papers for a period of seven years. After this period expires, our working papers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the time our records are available. The working papers and files of our firm are not a substitute for your records.

### **Tax consulting services**

This statement of work also covers tax consulting services that may arise for which you seek our consultation and advice, both written and oral, that are not the subject of a separate statement of work. These additional services are not included in our fees for the preparation of the federal and state returns

and filings. Our fee for such services will be billed to you, along with any direct costs.

We will base our tax analysis and conclusions on the facts you provide to us, and will not independently verify those facts. We will review the applicable tax law, tax regulations, and other tax authorities, all of which are subject to change. At your request, we will provide a memorandum of our conclusions. Written advice provided by us is for your information and use only and is not to be provided to any third party without our express written consent.

Unless we are separately engaged to do so, we will not continuously monitor and update our advice for subsequent changes or modifications to the tax law and regulations, or to the related judicial and administrative interpretations.

### **Fees**

We have estimated our professional fees for tax compliance services in the fee table below. Our customary billing practice is to invoice up to 50% of the estimated professional services fees upon receipt of your tax return information, or upon the preparation of an application for an extension of time to file your tax return(s) if earlier. We will continue to periodically bill for our time as work progresses.

We will prepare and sign as paid preparer the returns and filings identified herein. Our professional fee reflects that, if needed, CLA will provide you with first and second drafts of each return or filing. Additional drafts requested by you may result in additional professional fees.

Additional charges may apply if you request a paper copy of your return(s), your circumstances are complex, changes to the tax law occur, or unexpected circumstances require additional time. We may apply a 15% surcharge (based on prior year invoice) if you do not provide accurate and complete tax information at least 60 days prior to the extended federal filing deadline, and an additional 5% surcharge for each and every two-week period thereafter until accurate and complete tax information is provided.

We will bill for all expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees. Our invoices, including applicable state and local taxes, are payable on presentation.

<b>Tax Compliance Services or Form Description</b>	<b>Fee Detail</b>
Rocketship Education Preparation of IRS Form 990, CA form 199 – Return of Organization Exempt from Income Tax	\$4,500
LDC Preparation or review of IRS Form 990, CA forms 199 and RRF-1 – Exempt Organization Business Income Tax Return	5,000

LDC Five LLC - Preparation of Tax returns	2,600
Individual LLC 199 returns - per LLC	1,050

**Termination of agreement**

Either party (you or CLA) may terminate this SOW at any time by giving written notice to the other party. In that event, the provisions of this SOW and the MSA shall continue to apply to all services rendered prior to termination.

**Authority to Execute**

The entity executing this SOW represents that it is duly authorized to do so and on behalf of itself and the entities listed on the Multiple Entities list.

**Agreement**

We appreciate the opportunity to provide the services described in this SOW under the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please return a signed copy to us to indicate your acknowledgment and understanding of, and agreement with, this SOW.

**CliftonLarsonAllen LLP**

Derrick DeBruyne

Principal

derrick.debruyne@claconnect.com

**Accepted on behalf of:**

CLA  
CLA

*Derrick DeBruyne*

---

Derrick DeBruyne, Principal

SIGNED 2/8/2024, 6:36:03 PM PST

**Client**  
Rocketship Education

SIGN:

---

Matthew Shaw

DATE:

### Multiple Entities

This Statement of Work is applicable to the following additional entities:

CLA Client ID	Entity Name
A274374	Rocketship Education Wisconsin
A275279	Launchpad Development Company
A275277	Launchpad Development One LLC
A275276	Launchpad Development Two LLC
A275275	Launchpad Development Three LLC
A275274	Launchpad Development Four LLC
A275269	Launchpad Development Five LLC
A275272	Launchpad Development Eight LLC
A275268	Launchpad Development Ten LLC
A275267	Launchpad Development Eleven LLC
A275266	Launchpad Development Twelve LLC
A274690	Launchpad Development Fifteen LLC
A274689	Launchpad Development Sixteen LLC
A274688	Launchpad Development Seventeen LLC
A274689	Launchpad Development Eighteen LLC



## Statement of Work - Audit Services

January 19, 2024

This document constitutes a statement of work ("SOW") under the master service agreement ("MSA") dated February 17, 2023, or superseding MSA, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and Rocketship Education ("you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CLA will provide for the entity as of and for the year ended June 30, 2024.

Derrick DeBruyne is responsible for the performance of the audit engagement. Per Education Code Section 41020(f)(2), there is a limit of six consecutive years for any firm where the principal of the audit and the reviewing principal have been the same in each of those years. This is the third consecutive year Derrick DeBruyne will be the engagement principal.

### **Scope of audit services**

We will audit the financial statements of Rocketship Education, which comprise the financial statements identified below, and the related notes to the financial statements (collectively, the "financial statements") as of and for the year ended June 30, 2024.

The consolidated statement of financial position as of June 30, 2024, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

We will also evaluate and report on the presentation of the following supplementary information accompanying the financial statements in relation to the financial statements as a whole:

- Consolidating Statement of Financial Position - Schools
- Consolidating Statement of Activities - Schools
- Consolidating Statement of Cash Flows - Schools
- Schedule of Instructional Time - California
- Schedule of Average Daily Attendance - California
- Reconciliation of Annual Financial Report with Audited Financial Statements - California
- Schedule of Expenditures of Federal Awards

The following supplementary information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditors' report will not

provide an opinion or any assurance on that information:

Local Education Agency Organization Structure

### **Nonaudit services**

We will also provide the following nonaudit services:

- Preparation of your financial statements and the related notes.
- Preparation of the supplementary information.
- Preparation of adjusting journal entries, as needed.
- Preparation of the Data Collection Form.
- Preparation of the informational tax returns.

### **Audit objectives**

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Our audit will be conducted in accordance with U.S. GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and the 2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, published by the Education Audit Appeals Panel (State Audit Guide). Those standards require us to be independent of the entity and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. Our audit will include tests of your accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express opinions and render the required reports.

We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

The objectives of our audit also include:

- Reporting on internal control over financial reporting and on compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Reporting on internal control over compliance related to major programs and expressing an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Uniform Guidance.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

The state compliance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the State Audit Guide.

We will issue written reports upon completion of our audit of your financial statements and compliance with requirements applicable to major programs.

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the financial statements or compliance are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements or material noncompliance caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements or an opinion on compliance, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue reports, or withdrawing from the engagement.

### **Auditor responsibilities, procedures, and limitations**

We will conduct our audit in accordance with U.S. GAAS, the standards for financial audits contained in *Government Auditing Standards*, and the Uniform Guidance.



Those standards require that we exercise professional judgment and maintain professional skepticism throughout the planning and performance of the audit. As part of our audit, we will:

- Identify and assess the risks of material misstatement of the financial statements and material noncompliance, whether due to fraud or error, design and perform audit procedures responsive to those risks, and evaluate whether audit evidence obtained is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement or a material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the amounts and disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on our evaluation of audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Although our audit planning has not been concluded and modifications may be made, we have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Revenue Recognition
- Management Override of Internal Controls

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements or noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards*, the Uniform Guidance, and the State Audit Guide. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not require auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on

major programs. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a single audit.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, the Uniform Guidance, and the State Audit Guide.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and on compliance relevant information about any identified or suspected instances of fraud and any identified or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements that may have occurred that are required to be communicated under *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards that may have a direct and material effect on each of the entity's major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "OMB Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of these procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

We will evaluate the presentation of the schedule of expenditures of federal awards accompanying the financial statements in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the schedule to determine whether the information complies with U.S. GAAP and the Uniform Guidance, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We will compare and reconcile the schedule to the underlying accounting records and other records used to prepare the financial statements or to the financial statements themselves.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

### **Management responsibilities**

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements and the schedule of expenditures of federal awards in accordance with U.S. GAAP. Management is also responsible for identifying all federal awards received, understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of the Uniform Guidance.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for one year after the date the financial statements are available to be issued.

Management is responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design, implementation, and maintenance of effective internal control, including internal control over compliance, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities and safeguarding assets to help ensure that appropriate goals and objectives are met; and that there is reasonable assurance that government programs are administered in compliance with compliance requirements.

You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for taking timely and appropriate steps to remedy any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that we may report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings; and to follow up and take prompt corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including amounts and disclosures, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, and for the accuracy and completeness of that information (including information from within and outside of the general and subsidiary ledgers), and for ensuring management information and financial information is reliable and properly reported; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the State Audit Guide; and (4) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of

expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the preparation and fair presentation of other supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's operations, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies to us of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

### **Responsibilities and limitations related to nonaudit services**

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

### **Use of financial statements**

Should you decide to include or incorporate by reference these financial statements and our auditors' report(s) thereon in a future private placement or other offering of equity or debt securities, you agree that we are under no obligation to re-issue our report or provide consent for the use of our report in such a registration or offering document. We will determine, at our sole discretion, whether we will re-issue our report or provide consent for the use of our report only after we have performed the procedures we consider necessary in the circumstances. If we decide to re-issue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information incorporated by reference in the registration statement or other offering document and (b) subsequent event procedures. These procedures will be considered an engagement separate and distinct from our audit engagement, and we will bill you separately. If we decide to re-issue our report or consent to the use of our report, you agree that we will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to re-issue our report or decide to withhold our consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our workpapers for those periods, we are under no obligation to permit such access.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

### **Engagement administration and other matters**

We expect to begin our audit on approximately April 1, 2024.

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we

expect to need for our audit and the dates required will be provided in a separate communication.

At the conclusion of the engagement, we will complete the auditor sections of the electronic Data Collection Form SF-SAC and perform the steps to certify the Form SF-SAC and single audit reporting package. It is management's responsibility to complete the auditee sections of the Data Collection Form. We will create the single audit reporting package PDF file for submission; however, it is management's responsibility to review for completeness and accuracy and electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be electronically submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing confidential or sensitive information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to California Department of Education, California State Controllers Office, and authorizer(s), or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies or electronic versions of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the California Department of Education, California State Controllers Office, and authorizer(s). If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our audit engagement ends on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be

governed by a new, specific SOW for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at [www.CLAconnect.com/Aboutus/](http://www.CLAconnect.com/Aboutus/).

**Fees**

Our professional fees are outlined in the table below:

Service	Fee
Financial statement audit, includes procedures for one major program under Uniform Guidance, if additional programs are required to be tested, they will be billed at \$7,500 per additional federal program	\$89,500
Implementation of the New Risk Auditing Standards which includes an increase in information technology testing	4,500
New state compliance requirements for Arts, Music and Instructional Materials and ELO-P	14,950
Data Collection Form SF-FAC and Single Audit reporting package	1,100
Preparation of Informational Tax Returns	4,400
Technology and client support fee	5,725
Total	\$120,175

We will also bill for expenses including travel, internal and administrative charges, and a technology and client support fee of five (5%) of all professional fees billed. Our fee is based on anticipated cooperation from your personnel and their assistance with locating requested documents and preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the fees and expenses will likely be higher. There is a ten percent withholding clause per Education Code 14505.

Professional fees will be billed as follows:

Progress bill to be mailed on	Amount to be billed



Upon execution of the SOW	One-third of our professional fees
Upon the commencement of substantive procedures	One-third of our professional fees
Issuance of draft report(s)	One-third of our professional fees

Additional state compliance procedures as required in the 2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, published by the Education Audit Appeals Panel will be billed as out-of-scope.

**Unexpected circumstances**

We will advise you if unexpected circumstances require significant additional procedures resulting in a substantial increase in the fee estimate.

**Changes in accounting and audit standards**

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the SOW increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

**Agreement**

We appreciate the opportunity to provide to you the services described in this SOW under the MSA and believe this SOW accurately summarizes the significant terms of our audit engagement. This SOW and the MSA constitute the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA related to audit services. If you have any questions, please let us know. Please sign, date, and return this SOW to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

**CliftonLarsonAllen LLP**

**Response:**

This letter correctly sets forth the understanding of Rocketship Education.

CLA  
CLA

*Derrick DeBruyne*

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Derrick DeBruyne, Principal

**SIGNED** 2/8/2024, 4:51:41 PM PST

**Client**  
Rocketship Education

SIGN:

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Matthew Shaw

DATE:

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## Statement of Work - Audit Services

January 19, 2024

This document constitutes a statement of work ("SOW") under the master service agreement ("MSA") dated February 17, 2023, or superseding MSA, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and Rocketship Delta Prep c/o Rocketship Education ("you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CLA will provide for the entity as of and for the year ended June 30, 2024.

Derrick DeBruyne is responsible for the performance of the audit engagement. Per Education Code Section 41020(f)(2), there is a limit of six consecutive years for any firm where the principal of the audit and the reviewing principal have been the same in each of those years. This is the third consecutive year Derrick DeBruyne will be the engagement principal.

### **Scope of audit services**

We will audit the financial statements of Rocketship Delta Prep c/o Rocketship Education, which comprise the financial statements identified below, and the related notes to the financial statements (collectively, the "financial statements") as of and for the year ended June 30, 2024.

The statement of financial position as of June 30, 2024, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

We will also evaluate and report on the presentation of the supplementary information accompanying the financial statements in relation to the financial statements as a whole.

We will also evaluate and report on the presentation of the following supplementary information accompanying the financial statements in relation to the financial statements as a whole:

Schedule of Instructional Time

Schedule of Average Daily Attendance (ADA)

Reconciliation of Annual Financial Report With Audited Financial Statements

The following supplementary information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditors' report will not provide an opinion or any assurance on that information:

The following supplementary information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditors' report will not provide an opinion or any assurance on that information:

Local Education Agency Organization Structure

### **Nonaudit services**

We will also provide the following nonaudit services:

- Preparation of your financial statements and the related notes.
- Preparation of the supplementary information.
- Preparation of adjusting journal entries, as needed.
- Preparation of the informational tax returns.

### **Audit objectives**

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Our audit will be conducted in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and the 2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, published by the Education Audit Appeals Panel (State Audit Guide). Those standards require us to be independent of the entity and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. Our audit will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinions.

We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

We will issue a written report upon completion of our audit of your financial statements.

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary,

withdraw from the engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

We will also provide a report (which does not include an opinion) on internal control over financial reporting and on compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements, as required by *Government Auditing Standards*. The report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the entity is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit conducted in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

The state compliance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the State Audit Guide.

### **Auditor responsibilities, procedures, and limitations**

We will conduct our audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards* and the State Audit Guide.

Those standards require that we exercise professional judgment and maintain professional skepticism throughout the planning and performance of the audit. As part of our audit, we will:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and evaluate whether audit evidence obtained is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing any significant deficiencies

or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the amounts and disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on our evaluation of audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Although our audit planning has not been concluded and modifications may be made, we have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Management override of internal controls
- Revenue recognition

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, Government Auditing Standards, and the State Audit Guide. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of waste and abuse is subjective, Government Auditing Standards do not require auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing

significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the State Audit Guide.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and on compliance relevant information about any identified or suspected instances of fraud and any identified or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements that may have occurred that are required to be communicated under *Government Auditing Standards*.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

### **Management responsibilities**

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for one year after the date the financial statements are available to be issued.

You are responsible for the design, implementation, and maintenance of effective internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities and safeguarding assets to help ensure that appropriate goals and objectives are met. You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the

financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered. You are responsible for taking timely and appropriate steps to remedy any fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we may report.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including amounts and disclosures, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, and for the accuracy and completeness of that information (including information from within and outside of the general and subsidiary ledgers); (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the State Audit Guide; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

Management is responsible for the preparation of the supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's operations, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies to us of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying



to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

### **Responsibilities and limitations related to nonaudit services**

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

### **Use of financial statements**

Should you decide to include or incorporate by reference these financial statements and our auditors' report(s) thereon in a future private placement or other offering of equity or debt securities, you agree that we are under no obligation to re-issue our report or provide consent for the use of our report in such a registration or offering document. We will determine, at our sole discretion, whether we will re-issue our report or provide consent for the use of our report only after we have performed the procedures we consider necessary in the circumstances. If we decide to re-issue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information incorporated by reference in the registration statement or other offering document and (b) subsequent event procedures. These procedures will be considered an engagement separate and distinct from our audit engagement, and we will bill you separately. If we decide to re-issue our report or consent to the use of our report, you agree that we will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to re-issue our report or decide to withhold our consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our workpapers for those periods, we are under no obligation to permit such access.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic

site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

### **Engagement administration and other matters**

We expect to begin our audit on approximately April 1, 2024.

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing confidential or sensitive information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to California Department of Education, California State Controllers Office, and authorizer(s), or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies or electronic versions of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the California Department of Education, California State Controllers Office, and authorizer(s). If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our audit engagement ends on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be

governed by a new, specific SOW for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at [www.CLAconnect.com/Aboutus/](http://www.CLAconnect.com/Aboutus/).

**Fees**

Our professional fees are outlined in the table below:

<b>Service</b>	<b>Fee</b>
Financial Statement Audit	\$6,500
Technology and Client Support Fee	325
Total	\$6,825

We will also bill for expenses including travel, internal and administrative charges, and a technology and client support fee of five (5%) of all professional fees billed. Our fee is based on anticipated cooperation from your personnel and their assistance with locating requested documents and preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the fees and expenses will likely be higher. There is a ten percent withholding clause per Education Code 14505.

Professional fees will be billed as follows:

<b>Progress bill to be mailed on</b>	<b>Amount to be billed</b>
Upon execution of the SOW	One-third of our professional fees
Upon the commencement of substantive procedures	One-third of our professional fees
Issuance of draft report(s)	One-third of our professional fees

Additional state compliance procedures as required in the 2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, published by the Education Audit Appeals Panel will be billed as out-of-scope.

**Unexpected circumstances**

We will advise you if unexpected circumstances require significant additional procedures resulting in a substantial increase in the fee estimate.

**Changes in accounting and audit standards**

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the SOW increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

**Agreement**

We appreciate the opportunity to provide to you the services described in this SOW under the MSA and believe this SOW accurately summarizes the significant terms of our audit engagement. This SOW and the MSA constitute the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA related to audit services. If you have any questions, please let us know. Please sign, date, and return this SOW to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

**CliftonLarsonAllen LLP**

**Response:**

This letter correctly sets forth the understanding of Rocketship Delta Prep c/o Rocketship Education.

CLA  
CLA

*Derrick DeBruyne*

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Derrick DeBruyne, Principal

SIGNED 2/8/2024, 6:18:51 PM PST

**Client**

Rocketship Delta Prep c/o Rocketship Education

SIGN:

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Matthew Shaw

DATE:

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# ROCKETSHIP PUBLIC SCHOOLS

**Executive Summary  
Rocketship Education  
Board of Directors  
March 6, 2024**

<b>Agenda Item:</b> 2.J.  <b>Subject:</b> <b>Approve revised School Council and Committee Policy for California Rocketship Schools</b>		OPEN/ACTION
		INFORMATION
	x	CONSENT

**Recommendation(s):**

The School Council and Committee Policy has been updated by the California Regional Team and Compliance Team to reflect current regulations that govern School Site Council (“SSC”) and English Language Advisory Committee (“ELAC”). The policy was additionally aligned with our current SSC and ELAC practices. Staff members recommend that the Rocketship Education Board of Directors (“Board”) approve the revised School Council and Committee Policy.

**Background:**

Rocketship Schools in California strive to involve a diverse group of parents in the governance of each school site, which includes participation in important discussions and decisions around topics like student achievement, school culture, English Learner instruction, the use of federal and state funds at the school and the development of the school’s Local Control and Accountability Plan (“LCAP”).

In accordance with California law, each Rocketship school establishes and maintains a School Site Council (“SSC”) and an English Learner Advisory Committee (“ELAC”). The SSC and ELAC serve as forums through which parents and teachers can collaborate to allocate school resources, build culture, and coordinate programs. This policy describes SSC and ELAC composition requirements; SSC and ELAC obligations under California law; and additional roles that SSCs and ELACs can play on campus.

The policy revision focuses on updating two main areas. First, the update aligns language on development of the school plan with current regulations and practices in regards to the LCAP. Second, the update adds additional tasks that each ELAC will fulfill as required of a single site charter LEA. The California Regional Team has created an implementation plan to support schools and ELACs with these additional requirements and is prepared for a roll out at the start of next school year.

**Summary of Previous Board Action by Board:**

The Board previously approved this policy at the August 25, 2016 meeting of the Rocketship Board of Directors.

**Fiscal Impact:**

None

**Submitted by:**

California Executive Team and Compliance Team

## School Council and Committee Policy Region(s): CA

Rocketship strives to involve a diverse group of parents in the governance of each school site, which includes participation in important discussions and decisions around topics like student achievement, school culture, English learner instruction, and the use of federal and state funds at the school. Rocketship will abide by all federal and state laws regarding school site advisory councils. Specifically, in accordance with California law, each Rocketship school establishes and maintains a School Site Council (SSC) and an English Learner Advisory Committee (ELAC). The SSC and ELAC serve as forums through which parents and teachers can collaborate to allocate school resources, build culture, and coordinate programs. This policy describes SSC and ELAC composition requirements; SSC and ELAC obligations under California law; and additional roles that SSCs and ELACs can play on campus.

### I. Council/Committee Composition

#### SSC

Under Ed Code § 52852, the SSC must be comprised of the following:

1. The school Principal;
2. School personnel, at least 50% of which are classroom teachers;
3. Parents of students attending the school, or other community members selected by parents.

The number of parents/parent-selected community members on the SSC must be equal to the number of school personnel.

The SSC will implement bylaws that describe selection and replacement procedures.

#### ELAC

Under Ed Code § 52176(b), all schools with more than 20 students of limited English proficiency (“English learners,” or “ELs”) shall establish a school level advisory committee on which parents/guardians of such students constitute membership in at least the same percentage as their children represent of the total number of students in the school. Other members of the ELAC can be parents/guardians of non-EL students, school staff, and /or community members as long as the minimum percentage requirement for EL parents is maintained.

Schools may designate, for this purpose, an existing school level advisory committee (i.e. SSC), or subcommittee of such an advisory committee, if the advisory committee, or subcommittee where appropriate, meets the criteria stated above.

### II. Council Obligations

#### SSC

Pursuant to Ed Code § 64001, the SSC will be responsible for participating in the development of a Single School District Plan for student achievement (“the SSD Plan”).

The SSD Plan is a blueprint to improve the academic performance of all students through the coordination of all educational services at the school. The SSD Plan must address how federal funds provided to the school will be used to improve the academic performance of all students.



In developing the SSD Plan, the SSC will conduct an analysis of root causes of student academic challenges and research-based instructional strategies that enhance student achievement. To set school goals, the SSC will carefully review district priorities; qualitative and quantitative student achievement data; and other performance measures to evaluate the effectiveness of the instructional program.

The SSC will review and update the SSD Plan annually. All updated SSD Plans must be approved by the Rocketship Public Schools Board of Directors.

Additionally, the SSC will participate in the development and approval of the school's Local Control and Accountability Plan (LCAP), which governs how the school will spend its state categorical funding.

### **ELAC**

In accordance with Ed Code §52176, the ELAC shall be responsible for advising the principal and staff on programs and services for English learners and the School Site Council on the development of the SSD and LCAP.

Additionally, the ELAC shall assist the school in the development of:

- The school's needs assessment.
- The school's annual language census.
- Ways to make parents aware of the importance of regular school attendance.

### **III. Additional Roles for the Advisory Councils**

Beyond fulfilling their legal obligations as described in Part II above, the SSC and ELAC will seek to empower parents in the education of their children. The SSC and ELAC may engage in a number of activities and initiatives, including, but not limited to:

- Engage in professional development opportunities for parents (i.e. through trainings in data analysis, budget review, curriculum and instruction, etc.).
- Review of attendance trends and policies.
- Review of English learner achievement and reclassification data.
- Review of the Parent Survey and School Needs Assessment.
- Budget and categorical funding allocation (LCFF allocation).
- Review of the instructional model and curriculum.
- Provide input on school events, school culture, and staff professional development.
- Provide input on school policies, school safety plans, and discipline procedures.
- Implement initiatives to increase parent engagement.

The SSC and ELAC will hold regular meetings in accordance with their Bylaws. Records of attendance and meeting minutes for each meeting will be kept at the school site.

### **IV. Open Meetings**

In accordance with Ed Code §35147, SSC and ELAC meetings shall be open to the public and any member of the public shall be able to address the council or committee during the meeting on any item within the subject matter jurisdiction of the council or committee. Notice of the meeting shall be posted at the school site, or other appropriate place accessible to the public, at least 72 hours before the time set for the meeting. The notice shall specify the date, time, and location of the meeting and contain an agenda describing each item of business to be discussed or acted upon. The council or committee may not take any action on any item of business unless that item appeared on the posted agenda or unless the council or committee members present, by unanimous vote, find that there is a need to take immediate action and that the need for action came to the attention of the council or committee subsequent to the posting of the agenda. Questions or brief statements made at a meeting by members of the council, committee, or

public that do not have a significant effect on students or employees in the school or school district or that can be resolved solely by the provision of information need not be described on an agenda as items of business. If a council or committee violates the procedural meeting requirements of this section and upon demand of any person, the council or committee shall reconsider the item at its next meeting, after allowing for public input on the item.

Note that most council and committee meetings occur on Rocketship school campuses, often during the instructional school day. Any member of the public who wishes to attend a council or committee meeting must abide by all Rocketship policies and school rules regarding campus visitors.

## COLLECTIVE BANKING RESOLUTIONS: Master Resolutions

### PART A: General

#### 1. Client Information:

a. **Name of Client ("Client"):** Rocketship Education Wisconsin, Inc

b. **Trade name(s) / DBA if applicable:** Rocketship Public Schools

c. **Type of Organization<sup>1</sup>:** Client is a 501(c)3 organized under the laws of Wisconsin  
("Jurisdiction of Formation").

d. **Client Taxpayer ID (United States) / CA Business Number (Canada):** 90-0951861

2. **Execution and Delivery by a Common Signer on behalf of Multiple Entities:** A "Common Signer" is a signer that is appointed and authorized (in the same capacity), by multiple entities that share Common Ownership, to either: (i) be authorized to legally bind that entity to the representations in the subject document; or (ii) record and maintain the legally binding books and records of the entity. For the ease of doing business, in the event multiple entities have appointed the same Common Signer, that Common Signer may take the following actions:

(i) insert the name of the lead Client or the Client Group and "See the Attached List of Clients" in line 1(a) of this Part A; (ii) attach a list of Entities for which the signer is a Common Signer ("**Client List**"), and including on such list all of the information required to complete Part A (1) under this Master Resolution; (iii) execute any one or more of this Master Resolution, Supplemental Resolutions, Schedules, and Attachments (collectively the "**Collective Banking Resolutions**"), whereby it shall be deemed that the document(s) shall have been executed by the Common Signer on behalf of each entity, as if such entity was the only entity listed in Section 1 of Part A above, and the representations therein shall be binding on such entity. The Common Signer shall ensure that the Collective Banking Resolutions and any related documents that it executes on behalf of any such entity shall be recorded in the business records of such entity. Entities listed on the Client List may enter into relationships with the PNC Group directly through separate agreements, or under collective agreements with the PNC Group.

3. **Representation of Signer(s):** The undersigned certifies, states, attests, and affirms that as to each entity listed as a Client:

- a. they are duly authorized and tasked by each entity to record and maintain the legally binding books and records of that entity, including but not limited to the contents of the Collective Banking Resolutions and can legally bind the entity to the same;
- b. that each statement herein has been made, ratified and adopted by each entity, for itself;
- c. the contents of this document are a true and correct statement of facts about each entity and each of the Resolutions below have been adopted by the governing body of each entity, in accordance with its own governing documents and applicable law; and
- d. The whole Collective Banking Resolutions, and each individual part thereof, are legally binding representations made by each entity listed as a Client to The PNC Financial Services Group, Inc, including all of its subsidiaries and affiliated entities (each being a "**PNC Entity**"), including but not limited to PNC Bank, National Association, and to PNC Bank Canada Branch<sup>2</sup>, (collectively "**Bank**"), (all of the foregoing, collectively being referred to as the "**PNC Group**").
- e. the Collective Banking Resolutions may be electronically executed and delivered to PNC Group under the Client's governing documents and applicable law.

4. The definition of "**Common Ownership**" as used herein, with regard to any entities, shall mean the following: (i) an entity that, directly or indirectly, controls or owns fifty-one percent (51%) or more of the other entity; (ii) fifty-one percent (51%) or more of an entity is, directly or indirectly, controlled or owned by the other entity; or (iii) any entities where the same parties, directly or indirectly, control or own at least fifty-one percent (51%) of the voting interest in each entity.

### PART B: RESOLUTIONS

The following Resolutions have been duly adopted, and entered upon the regular minute books of the Client, made in accordance with the governing documents of the Client, applicable and governing laws, and are now in full force and effect:

<sup>1</sup>**Choose only one of the following:** (i) Corporation; (ii) Partnership; (iii) Unincorporated Association; (iv) Limited Liability Company; (v) Manager Managed LLC; (vi) Member Managed LLC; (vii) Single Member LLC; (viii) Sole Proprietorship; (ix) Public Entity or Government.  
*If the Client is a different entity type, please contact your PNC Entity Relationship Manager.*

<sup>2</sup>PNC Bank Canada Branch is a branch of PNC Bank, N.A.

1. **Purpose:** These Resolutions are to provide the PNC Group with clarity regarding what has been authorized by the Client regarding management of banking and financial activities the Client is undertaking with any member of the PNC Group, as set forth more particularly herein or in any schedule or attachment hereto, which may include banking, depository, treasury management, merchant services, obtaining extension of credit or loans, and investment activities (individually, a “**Financial Activity**” and collectively “**Financial Activities**”).
2. **Integration of Supplemental Resolutions, Schedules and Attachments.** The Client authorizes the expansion, reduction, or modification of what is authorized for any particular Financial Activities by providing the PNC Group with supplemental resolution schedules (each being a “**Supplemental Resolution**”). Supplemental Resolutions may be executed subsequently to the Master Resolutions and will be incorporated into the Collective Banking Resolutions in accordance with this section. Additional documentation in the form of attachments or schedules may be provided to the PNC Group, which provide more explicit detail regarding the general statements and authorities regarding Financial Activities set forth in the Collective Banking Resolutions (“**Supplemental Documentation**”). Client acknowledges and understands that Supplemental Documentation must be in a form acceptable to the Bank. Supplemental Documentation and signed Supplemental Resolutions shall be binding upon the Client, considered a part of the Collective Banking Resolutions, and will be effective after a reasonable amount of time to act on the same has elapsed, subsequent to delivery and actual acceptance of the documentation by the applicable PNC Entity. It is understood and agreed that the PNC Group may refuse or reject any Supplemental Documentation or Supplemental Resolution that it is unable or unwilling to comply with, or that is in a form that is not acceptable to the PNC Group or any applicable PNC Entity.
3. **Sharing of Master Resolutions and Information.** The Collective Banking Resolutions, or any part thereof, and any related information or documentation provided by the Client to a PNC Entity may be shared with other members of the PNC Group for the purpose of furthering the relationship with the Client and the PNC Group.
4. **Execution and Delivery of Collective Banking Resolutions and Related Documents.** The Collective Banking Resolutions and any related agreements or documentation may, at the option of the PNC Group, be electronically executed and delivered, or manually executed and delivered on paper. Each of the undersigned or individuals designated herein are authorized to use electronic records and electronic signatures to execute and deliver the Collective Banking Resolutions and any related agreements or documentation. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, manually signed Collective Banking Resolutions and any related agreements or documentation that have been converted into electronic form (such as scanned into PDF format) for transmission, delivery and/ or retention by the PNC Group (any such signature method being referred to herein as a “**Signature Method**”).

**In consideration of the PNC Group accepting documents with a Signature Method, to the extent legally permissible, the Client irrevocably indemnifies and holds the PNC Entities accepting documentation or instructions executed by Signature Method, and their respective agents, employees, officers and directors, harmless from and against any and all claims, damages, demands, judgments, liabilities, losses, costs and expenses (including attorneys' fees) arising out of or resulting from the reliance of that PNC Entity on the Signature Method or this Resolution regarding Signature Methods. For the avoidance of doubt, unless expressly stated otherwise, nothing in the Collective Banking Resolutions shall be construed or interpreted as a governmental or sovereign Client waiving sovereign immunity it may have, nor shall it be deemed to have waived or denied any remedy or defense available to it under the laws of its Jurisdiction of Formation.**

5. **Requests Made by Telephone, E-mail, Automated Platform or Other Means.** Each PNC Entity is authorized, in its sole discretion, to take any action authorized hereunder, and to share information about the Client in the possession of the PNC Group, based upon any communication the PNC Entity has a commercially reasonable belief to be from an Authorized Individual, as defined below, or any other person reasonably believed to have been authorized to act by an Authorized Individual, including but not limited to communications made by telephone, facsimile, electronic mail, SWIFT message, secure on-line messenger, through any automated platform or electronic service provided by the PNC Group, including the Bank's PINACLE® system or Dealer Access System, in accordance with the applicable security procedures therefor, or via any other means of transmission or communication.
6. **Copies of Resolutions and Governing Documents.**
  - a. A copy of the Collective Banking Resolutions shall be delivered to the PNC Entity being engaged by the Client and the PNC Entity shall be entitled to rely on the authority vested in the persons specified in the Collective Banking Resolutions, which shall remain in full force and effect until a copy of a subsequent resolution revoking or modifying the Collective Banking Resolutions has been filed with a member of the PNC Group and the applicable PNC Entity has had a reasonable time to act on it. The Collective Banking Resolutions supersede any prior resolution of Client provided to the PNC Entity addressing the same subject matter.
  - b. Copies of any organizational or other documents, including but not limited to the articles or certificate of incorporation, the by-laws or regulations, the operating agreement, or other organizational documents of the Client, that the Client may deliver to a PNC Entity, shall be, true, complete and correct copies thereof with all amendments thereto as in effect on the date of such delivery, which any PNC Entity shall be entitled to rely on.

7. **Related Entities:** Now or in the future, an entity or entities that are under Common Ownership with the Client, but do not share a Common Signer with the Client (each being a “**Related Entity**” and collectively “**Related Entities**”), may appoint and empower the Client to manage their banking relationships and Financial Activities. To make such appointment, each Related Entity would execute and deliver to the PNC Group a specialized resolution joining and binding the Related Entity to the Collective Banking Resolutions (“**Joinder Resolution**”). Such appointment would permit individuals authorized to act on behalf of the Client to also act on behalf of the related entities and legally bind those related entities regarding Financial Activities. The relationship of the Related Entity(ies) with the PNC Group may be documented under agreements that are separate or joint with the Client. Before such appointment becomes binding, the Client must first accept the appointment and responsibility granted by the Related Entity under the Joinder Resolution by updating the Client list to include the Related Entities and clearly identify them as being added by Joinder Resolution. The Joinder Resolution(s) will become part of the Collective Banking Resolutions at such time as the Client updates the Client List to include the Related Entity(ies), which shall confirm the Client has accepted the appointment.

**In consideration of the PNC Group accepting, in its discretion, the ability of the Client to act on behalf of a Related Entity, and accept Joinder Resolutions, if and when presented, and the related assertions that the Collective Banking Resolutions apply to the Related Entity(ies), the Client, to the extent legally permissible, irrevocably indemnifies, defends, and holds the PNC Group, PNC Entities, and their respective agents, employees, officers and directors, harmless from and against any and all claims, damages, demands, judgments, liabilities, losses, costs and expenses (including attorneys' fees) arising out of or resulting from (i) any claims or actions related to an assertion (or the reliance thereon by a PNC Entity) that the Client or a party authorized to act under the Collective Banking Resolutions was not authorized to act on behalf of, or legally bind, any Related Entity; and (ii) any representations made by the Client on behalf of any Related Entity. For the avoidance of doubt, unless expressly stated otherwise, nothing in the Collective Banking Resolutions shall be construed or interpreted as a governmental or sovereign Client waiving sovereign immunity it may have, nor shall it be deemed to have waived or denied any remedy or defense available to it under the laws of its Jurisdiction of Formation.**

<b>PART C: AUTHORIZATION OF INDIVIDUALS</b>
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1. **Incumbency and Grant of Authorizations and Powers:**

a. **Primary Authorized Individual(s):** The following individual(s) shall be authorized, without further approval of the Client, to: (i) undertake, modify and terminate any Financial Activity; (ii) execute, modify and terminate any Supplemental Resolutions; (iii) add and remove Related Entities participating in the Collective Banking Resolutions; (iv) accept, execute and/or deliver, any such agreements, instruments and documents as may be required to facilitate or restrict any Financial Activity and the relationship with the PNC Group. Any such Primary Authorized Individual shall be deemed an Authorized Individual able to execute any documentation for the entire relationship between the Client and the PNC Group. Any Primary Authorized Individuals shall also be deemed to be Authorized Individuals under any Supplemental Resolution regardless of whether they are listed on the Supplemental Resolution. The Primary Authorized Individual(s), their respective titles, and signature with the Client are as follows (The Client may at any time update, replace, or supplement the Primary Authorized Individuals or any Authorized Individuals by executing a Supplemental to Part C attachment that can be provided to the client).

	Printed Name	Printed Title	Signature
i)	Alex Terman	Chair of Business Committee, Rocketship Education	
ii)	Preston Smith	CEO	
iii)	Matt Shaw	CFO	
iv)	Lamar Wade	Chief People Officer	
v)	As appointed in the future	Chair of Business Committee, Rocketship Education	
vi)	As appointed in the future	CEO	
vii)	As appointed in the future	CFO	
viii)	As appointed in the future		

b. Each Supplemental Resolution contains a list of individuals that hold the office, title or status with the Client listed next to their name (each of the foregoing along with each of the Primary Authorized Individuals being an “**Authorized Individual**”). **With regard to the subject matter of the particular Supplemental Resolution only**, each Authorized Individual shall have the following authorities and powers: (i) any powers and authority granted generally to Authorized Individuals in the Master Resolutions; (ii) the ability to delegate and revoke any authority they have to others; (iii) add, remove, or update any signers or approvers for transaction; (iv) add or remove Authorized Individuals within the same Supplemental Resolution; and (v) accept, execute and/or deliver, any such agreements, instruments and documents as may be required by a PNC Entity, in its sole discretion, in connection with any transactions, including but not limited to the furnishing of any services for with the Authorized Individual in empowered collectively under the Collective Banking Resolutions. **The execution of a Supplemental Resolution by the Secretary of the Client, a Primary Authorized Individual, or an Authorized Individual under the previous version of the same Supplemental Resolution shall be conclusive proof that the Client has authorized the activities and appointments set forth in that Supplemental Resolution. A Supplemental Resolution may be executed simultaneously with the Master Resolution or at any time after execution of the Master Resolution.** A PNC Entity may require further documentation regarding the foregoing actions, which the Client shall supply upon request.

2. **SPECIAL OR COMPLEX SIGNER REQUIREMENTS ARE INTERNAL REQUIREMENTS OF THE CLIENT AND NOT ENFORCEABLE AGAINST THE PNC GROUP: CLIENT ACKNOWLEDGES, REPRESENTS AND AFFIRMS IT IS SOLELY RESPONSIBLE FOR, AND IT UNDERSTANDS THE BANK CANNOT AND WILL NOT ENFORCE, NOR SHALL BANK BE LIABLE OR RESPONSIBLE IN ANY WAY FOR ANY SPECIAL OR COMPLEX SIGNING INSTRUCTIONS OR REQUIREMENTS IMPOSED BY CLIENT IN ANY RESOLUTION ON PRIMARY AUTHORIZED INDIVIDUALS, INDIVIDUALS AUTHORIZED TO PERFORM ELECTRONIC TRANSACTIONS, AUTHORIZED SIGNERS, OR ANY OTHER INSTANCE, INCLUDING BUT NOT LIMITED TO INSTRUCTIONS REQUIRING DUAL SIGNING REQUIREMENTS OR MONETARY AMOUNT LIMITS ON THE SIGNING AUTHORITY OF AN INDIVIDUAL (WHICH AT ALL TIMES WILL ONLY BE CONSIDERED INTERNAL REQUIREMENTS OF THE CLIENT). IN ALL EVENTS ANY SINGLE PRIMARY AUTHORIZED INDIVIDUAL SHALL BE ABLE TO BIND THE CLIENT. NOTHING IN ANY SUPPLEMENTAL RESOLUTIONS OR SUPPLEMENTAL DOCUMENTATION SHALL OVERRIDE, REPEAL, REVOKE OR MODIFY TIDS LIMITATION AND AT ALL TIMES THE PNC GROUP SHALL BE ENTITLED TO RELY ON TIDS ACKNOWLEDGMENT AND REPRESENTATION.**

3. **Specimen Signatures:** A PNC Entity may at any time require specimen signatures of any Authorized Individual. Signature specimens may be supplied separately and after execution of the Master Resolutions and may be in any form acceptable to a PNC Entity, in its discretion, including but not limited to a Certificate of Incumbency. When a specimen signature is provided for an Authorized Individual (the name and title of the individual must also be clearly printed adjacent to or under the specimen signature), the Client authorizes any PNC Entity to attach those signatures to a PNC approved form on behalf of the Client and confirms the PNC Group may utilize the same as specimen signature for all purposes authorized by the Collective Banking Resolutions. **The Client acknowledges that a PNC Entity may determine, in its discretion, not to establish accounts or other services and may suspend some or all transactions until such time as that PNC Entity is in receipt of acceptable specimen signatures.** Upon Request by a PNC Entity, the Client shall promptly supply to the requesting PNC Entity specimen signatures of any Authorized Individual or person appointed under a Supplemental Resolution and authorizes the Bank to incorporate those specimens into a PNC approved form of the Collective Banking Resolutions. **If signature specimens are requested by a PNC Entity, that PNC Entity may suspend some or all activities until specimen signatures have been supplied.**

#### **PART D: DEPOSITORY AND TREASURY MANAGEMENT SERVICES**

1. **Authorization of Depository.** The Bank is designated a depository of the Client and is authorized to accept monies, wire and other electronic fund transfers, checks, drafts, notes, acceptances or other evidences of indebtedness for deposit, or for collection by the Bank and deposit upon receipt of payment therefore by the Bank, (including deposits and collections of payments in such foreign currencies as the Bank may accept from time to time), to the credit of the Client in such deposit account or accounts as the Client may have with the Bank (each an “**Account**”), without the endorsement of the Client appearing thereon, and Client promises to pay the Bank for any Items (defined below) that are returned for lack of endorsement. Authorized Individuals are authorized to open or close Accounts, and to instruct the Bank as to the disposition of funds in any Account to be closed, all by written instruction to the Bank, (electronically or otherwise), by any one such person. These resolutions and authorizations shall apply to all existing and future Accounts and may include Accounts denominated in one or more foreign currencies.

2. **Authorization to Open and Close Accounts, Obtain Treasury Management Services, and Delegate Authority.** In addition to any other authorities and powers granted in the Collective Banking Resolutions, each Primary Authorized Individual shall have the ability to: (i) open and close Accounts; (ii) obtain, change, modify or terminate treasury management services in the sole discretion of the Authorized Individual including, without limitation, services for the initiation or origination of transactions, transfers or withdrawals of funds from or to the Accounts, either in United States dollars or in such foreign currencies as Bank may make available from time to time; (iii) to designate, in writing, other persons who are authorized to obtain such treasury management services or to enter into such transactions or to give instructions to the Bank with respect to such services or transactions; and (iv) take any other actions authorized by the Master Resolutions. The Authorized Individuals will execute and provide such documentation as the Bank may require in furtherance of these activities.

3. **Signing Checks, Instruments and Withdrawal Orders, Performing Electronic Transactions and Delegating Authority.** Any Any Primary Authorized Individual is authorized to sign, execute, deliver and negotiate checks, drafts, bills of exchange, acceptances and other instruments or withdrawal orders or drawn on the Accounts of the Client with the Bank ("**Items**") and to delegate such authority to other persons. Any person authorized to sign, execute, deliver or negotiate Items by and through authority directly granted under the Collective Banking Resolutions, or by and through delegation of authority by a Primary Authorized Individual, (each being an "**Authorized Signer**"), must first provide a specimen signature acceptable to the PNC Group which shall first be affixed to and appear on the account signature card for Accounts. As confirmation of the authority of such persons, the account signature card shall be executed by a Primary Authorized Individual, or such other individual as may be acceptable to the PNC Group.

Any Primary Authorized Individual is authorized to perform electronic transactions related to Accounts and to delegate such authority to other persons. Client acknowledges it is solely responsible for establishing, overseeing and administering all entitlements and authorizations to perform electronic transactions.

**ANY SPECIAL OR COMPLEX SIGNER REQUIREMENTS ARE NOT ENFORCEABLE WITH REGARD TO AUTHORIZED SIGNERS SIGNING, EXECUTING OR DELIVERING ITEMS.**

4. **Authorization for Use of Facsimile Signature.** Use of facsimile signatures, including but not limited to facsimile signature made by computer, machine or other mechanical device, or rubber stamp is authorized for any signatures provided on account signature cards. The Bank is hereby requested, authorized and directed to honor any and all items bearing a facsimile signature of any person listed on a signature card given by Client to the Bank. The Client assumes full responsibility for all payments made by the Bank in good faith reliance upon such facsimile signature(s) and the Bank shall be entitled to pay and charge to the account of the Client any and all such Items, regardless of by whom or by what means such facsimile signature(s) thereon may have been affixed thereto. The Bank is authorized to make payments from Accounts, upon and according to such Items and other written instructions, whether given by manual or facsimile signature, in each case regardless of whether payment is requested to be made to the order of or for the benefit of, or whether payment is to be deposited to the individual credit of or tendered in payment of the obligation to the Bank of, the person making the withdrawal or transfer or any Authorized Individual.

*[remainder of this page left intentionally blank]*

Note:

For **Partnerships**, all general partners must sign unless the partnership agreement outlines other signing authorities

For **Limited Liability Companies**, all members must sign unless the operating agreement identifies one or more managers, in which case the managers must sign.

For **Corporations, Unincorporated Associations and Other Organizations**: The Secretary, must sign as attesting officer.

If the Secretary, as the attesting officer, is also granted authorization to act in Part C, then one other authorized representative must sign below.

**By checking this box, you are attesting that there is no Corporate Secretary.**

IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned have hereunto set their hands and seals this \_\_\_\_\_ (Date).

(If field is left blank, the time stamp that is associated with the E-Signature will be the date the document was executed.)

**ATTESTATION:**

Client Name: Rocketship Education Wisconsin, Inc.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title



## COLLECTIVE BANKING RESOLUTIONS: Master Resolutions

### PART A: General

#### 1. Client Information:

a. **Name of Client ("Client"):** Rocketship Education District of Columbia Public Charter Schools, Inc.

b. **Trade name(s) / DBA if applicable:** Rocketship Public Schools

c. **Type of Organization<sup>1</sup>:** Client is a 501(c)3 organized under the laws of District of Columbia  
("Jurisdiction of Formation").

d. **Client Taxpayer ID (United States) / CA Business Number (Canada):** 47-3468345

2. **Execution and Delivery by a Common Signer on behalf of Multiple Entities:** A "Common Signer" is a signer that is appointed and authorized (in the same capacity), by multiple entities that share Common Ownership, to either: (i) be authorized to legally bind that entity to the representations in the subject document; or (ii) record and maintain the legally binding books and records of the entity. For the ease of doing business, in the event multiple entities have appointed the same Common Signer, that Common Signer may take the following actions:

(i) insert the name of the lead Client or the Client Group and "See the Attached List of Clients" in line 1(a) of this Part A; (ii) attach a list of Entities for which the signer is a Common Signer ("Client List"), and including on such list all of the information required to complete Part A (1) under this Master Resolution; (iii) execute any one or more of this Master Resolution, Supplemental Resolutions, Schedules, and Attachments (collectively the "Collective Banking Resolutions"), whereby it shall be deemed that the document(s) shall have been executed by the Common Signer on behalf of each entity, as if such entity was the only entity listed in Section 1 of Part A above, and the representations therein shall be binding on such entity. The Common Signer shall ensure that the Collective Banking Resolutions and any related documents that it executes on behalf of any such entity shall be recorded in the business records of such entity. Entities listed on the Client List may enter into relationships with the PNC Group directly through separate agreements, or under collective agreements with the PNC Group.

3. **Representation of Signer(s):** The undersigned certifies, states, attests, and affirms that as to each entity listed as a Client:

- a. they are duly authorized and tasked by each entity to record and maintain the legally binding books and records of that entity, including but not limited to the contents of the Collective Banking Resolutions and can legally bind the entity to the same;
- b. that each statement herein has been made, ratified and adopted by each entity, for itself;
- c. the contents of this document are a true and correct statement of facts about each entity and each of the Resolutions below have been adopted by the governing body of each entity, in accordance with its own governing documents and applicable law; and
- d. The whole Collective Banking Resolutions, and each individual part thereof, are legally binding representations made by each entity listed as a Client to The PNC Financial Services Group, Inc, including all of its subsidiaries and affiliated entities (each being a "PNC Entity"), including but not limited to PNC Bank, National Association, and to PNC Bank Canada Branch<sup>2</sup>, (collectively "Bank"), (all of the foregoing, collectively being referred to as the "PNC Group").
- e. the Collective Banking Resolutions may be electronically executed and delivered to PNC Group under the Client's governing documents and applicable law.

4. The definition of "Common Ownership" as used herein, with regard to any entities, shall mean the following: (i) an entity that, directly or indirectly, controls or owns fifty-one percent (51%) or more of the other entity; (ii) fifty-one percent (51%) or more of an entity is, directly or indirectly, controlled or owned by the other entity; or (iii) any entities where the same parties, directly or indirectly, control or own at least fifty-one percent (51%) of the voting interest in each entity.

### PART B: RESOLUTIONS

The following Resolutions have been duly adopted, and entered upon the regular minute books of the Client, made in accordance with the governing documents of the Client, applicable and governing laws, and are now in full force and effect:

<sup>1</sup>**Choose only one of the following:** (i) Corporation; (ii) Partnership; (iii) Unincorporated Association; (iv) Limited Liability Company; (v) Manager Managed LLC; (vi) Member Managed LLC; (vii) Single Member LLC; (viii) Sole Proprietorship; (ix) Public Entity or Government.  
*If the Client is a different entity type, please contact your PNC Entity Relationship Manager.*

<sup>2</sup>PNC Bank Canada Branch is a branch of PNC Bank, N.A.

1. **Purpose:** These Resolutions are to provide the PNC Group with clarity regarding what has been authorized by the Client regarding management of banking and financial activities the Client is undertaking with any member of the PNC Group, as set forth more particularly herein or in any schedule or attachment hereto, which may include banking, depository, treasury management, merchant services, obtaining extension of credit or loans, and investment activities (individually, a “**Financial Activity**” and collectively “**Financial Activities**”).
2. **Integration of Supplemental Resolutions, Schedules and Attachments.** The Client authorizes the expansion, reduction, or modification of what is authorized for any particular Financial Activities by providing the PNC Group with supplemental resolution schedules (each being a “**Supplemental Resolution**”). Supplemental Resolutions may be executed subsequently to the Master Resolutions and will be incorporated into the Collective Banking Resolutions in accordance with this section. Additional documentation in the form of attachments or schedules may be provided to the PNC Group, which provide more explicit detail regarding the general statements and authorities regarding Financial Activities set forth in the Collective Banking Resolutions (“**Supplemental Documentation**”). Client acknowledges and understands that Supplemental Documentation must be in a form acceptable to the Bank. Supplemental Documentation and signed Supplemental Resolutions shall be binding upon the Client, considered a part of the Collective Banking Resolutions, and will be effective after a reasonable amount of time to act on the same has elapsed, subsequent to delivery and actual acceptance of the documentation by the applicable PNC Entity. It is understood and agreed that the PNC Group may refuse or reject any Supplemental Documentation or Supplemental Resolution that it is unable or unwilling to comply with, or that is in a form that is not acceptable to the PNC Group or any applicable PNC Entity.
3. **Sharing of Master Resolutions and Information.** The Collective Banking Resolutions, or any part thereof, and any related information or documentation provided by the Client to a PNC Entity may be shared with other members of the PNC Group for the purpose of furthering the relationship with the Client and the PNC Group.
4. **Execution and Delivery of Collective Banking Resolutions and Related Documents.** The Collective Banking Resolutions and any related agreements or documentation may, at the option of the PNC Group, be electronically executed and delivered, or manually executed and delivered on paper. Each of the undersigned or individuals designated herein are authorized to use electronic records and electronic signatures to execute and deliver the Collective Banking Resolutions and any related agreements or documentation. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, manually signed Collective Banking Resolutions and any related agreements or documentation that have been converted into electronic form (such as scanned into PDF format) for transmission, delivery and/ or retention by the PNC Group (any such signature method being referred to herein as a “**Signature Method**”).

**In consideration of the PNC Group accepting documents with a Signature Method, to the extent legally permissible, the Client irrevocably indemnifies and holds the PNC Entities accepting documentation or instructions executed by Signature Method, and their respective agents, employees, officers and directors, harmless from and against any and all claims, damages, demands, judgments, liabilities, losses, costs and expenses (including attorneys' fees) arising out of or resulting from the reliance of that PNC Entity on the Signature Method or this Resolution regarding Signature Methods. For the avoidance of doubt, unless expressly stated otherwise, nothing in the Collective Banking Resolutions shall be construed or interpreted as a governmental or sovereign Client waiving sovereign immunity it may have, nor shall it be deemed to have waived or denied any remedy or defense available to it under the laws of its Jurisdiction of Formation.**

5. **Requests Made by Telephone, E-mail, Automated Platform or Other Means.** Each PNC Entity is authorized, in its sole discretion, to take any action authorized hereunder, and to share information about the Client in the possession of the PNC Group, based upon any communication the PNC Entity has a commercially reasonable belief to be from an Authorized Individual, as defined below, or any other person reasonably believed to have been authorized to act by an Authorized Individual, including but not limited to communications made by telephone, facsimile, electronic mail, SWIFT message, secure on-line messenger, through any automated platform or electronic service provided by the PNC Group, including the Bank's PINACLE® system or Dealer Access System, in accordance with the applicable security procedures therefor, or via any other means of transmission or communication.
6. **Copies of Resolutions and Governing Documents.**
  - a. A copy of the Collective Banking Resolutions shall be delivered to the PNC Entity being engaged by the Client and the PNC Entity shall be entitled to rely on the authority vested in the persons specified in the Collective Banking Resolutions, which shall remain in full force and effect until a copy of a subsequent resolution revoking or modifying the Collective Banking Resolutions has been filed with a member of the PNC Group and the applicable PNC Entity has had a reasonable time to act on it. The Collective Banking Resolutions supersede any prior resolution of Client provided to the PNC Entity addressing the same subject matter.
  - b. Copies of any organizational or other documents, including but not limited to the articles or certificate of incorporation, the by-laws or regulations, the operating agreement, or other organizational documents of the Client, that the Client may deliver to a PNC Entity, shall be, true, complete and correct copies thereof with all amendments thereto as in effect on the date of such delivery, which any PNC Entity shall be entitled to rely on.

7. **Related Entities:** Now or in the future, an entity or entities that are under Common Ownership with the Client, but do not share a Common Signer with the Client (each being a “**Related Entity**” and collectively “**Related Entities**”), may appoint and empower the Client to manage their banking relationships and Financial Activities. To make such appointment, each Related Entity would execute and deliver to the PNC Group a specialized resolution joining and binding the Related Entity to the Collective Banking Resolutions (“**Joinder Resolution**”). Such appointment would permit individuals authorized to act on behalf of the Client to also act on behalf of the related entities and legally bind those related entities regarding Financial Activities. The relationship of the Related Entity(ies) with the PNC Group may be documented under agreements that are separate or joint with the Client. Before such appointment becomes binding, the Client must first accept the appointment and responsibility granted by the Related Entity under the Joinder Resolution by updating the Client list to include the Related Entities and clearly identify them as being added by Joinder Resolution. The Joinder Resolution(s) will become part of the Collective Banking Resolutions at such time as the Client updates the Client List to include the Related Entity(ies), which shall confirm the Client has accepted the appointment.

**In consideration of the PNC Group accepting, in its discretion, the ability of the Client to act on behalf of a Related Entity, and accept Joinder Resolutions, if and when presented, and the related assertions that the Collective Banking Resolutions apply to the Related Entity(ies), the Client, to the extent legally permissible, irrevocably indemnifies, defends, and holds the PNC Group, PNC Entities, and their respective agents, employees, officers and directors, harmless from and against any and all claims, damages, demands, judgments, liabilities, losses, costs and expenses (including attorneys' fees) arising out of or resulting from (i) any claims or actions related to an assertion (or the reliance thereon by a PNC Entity) that the Client or a party authorized to act under the Collective Banking Resolutions was not authorized to act on behalf of, or legally bind, any Related Entity; and (ii) any representations made by the Client on behalf of any Related Entity. For the avoidance of doubt, unless expressly stated otherwise, nothing in the Collective Banking Resolutions shall be construed or interpreted as a governmental or sovereign Client waiving sovereign immunity it may have, nor shall it be deemed to have waived or denied any remedy or defense available to it under the laws of its Jurisdiction of Formation.**

**PART C: AUTHORIZATION OF INDIVIDUALS**

1. **Incumbency and Grant of Authorizations and Powers:**

a. **Primary Authorized Individual(s):** The following individual(s) shall be authorized, without further approval of the Client, to: (i) undertake, modify and terminate any Financial Activity; (ii) execute, modify and terminate any Supplemental Resolutions; (iii) add and remove Related Entities participating in the Collective Banking Resolutions; (iv) accept, execute and/or deliver, any such agreements, instruments and documents as may be required to facilitate or restrict any Financial Activity and the relationship with the PNC Group. Any such Primary Authorized Individual shall be deemed an Authorized Individual able to execute any documentation for the entire relationship between the Client and the PNC Group. Any Primary Authorized Individuals shall also be deemed to be Authorized Individuals under any Supplemental Resolution regardless of whether they are listed on the Supplemental Resolution. The Primary Authorized Individual(s), their respective titles, and signature with the Client are as follows (The Client may at any time update, replace, or supplement the Primary Authorized Individuals or any Authorized Individuals by executing a Supplemental to Part C attachment that can be provided to the client).

	Printed Name	Printed Title	Signature
i)	Alex Terman	Chair of Business Committee, Rocketship Education	
ii)	Preston Smith	CEO	
iii)	Matt Shaw	CFO	
iv)	Lamar Wade	Chief People Officer	
v)	As appointed in the future	Chair of Business Committee, Rocketship Education	
vi)	As appointed in the future	CEO	
vii)	As appointed in the future	CFO	
viii)	As appointed in the future		

b. Each Supplemental Resolution contains a list of individuals that hold the office, title or status with the Client listed next to their name (each of the foregoing along with each of the Primary Authorized Individuals being an “**Authorized Individual**”). **With regard to the subject matter of the particular Supplemental Resolution only**, each Authorized Individual shall have the following authorities and powers: (i) any powers and authority granted generally to Authorized Individuals in the Master Resolutions; (ii) the ability to delegate and revoke any authority they have to others; (iii) add, remove, or update any signers or approvers for transaction; (iv) add or remove Authorized Individuals within the same Supplemental Resolution; and (v) accept, execute and/or deliver, any such agreements, instruments and documents as may be required by a PNC Entity, in its sole discretion, in connection with any transactions, including but not limited to the furnishing of any services for with the Authorized Individual in empowered collectively under the Collective Banking Resolutions. **The execution of a Supplemental Resolution by the Secretary of the Client, a Primary Authorized Individual, or an Authorized Individual under the previous version of the same Supplemental Resolution shall be conclusive proof that the Client has authorized the activities and appointments set forth in that Supplemental Resolution. A Supplemental Resolution may be executed simultaneously with the Master Resolution or at any time after execution of the Master Resolution.** A PNC Entity may require further documentation regarding the foregoing actions, which the Client shall supply upon request.

2. **SPECIAL OR COMPLEX SIGNER REQUIREMENTS ARE INTERNAL REQUIREMENTS OF THE CLIENT AND NOT ENFORCEABLE AGAINST THE PNC GROUP: CLIENT ACKNOWLEDGES, REPRESENTS AND AFFIRMS IT IS SOLELY RESPONSIBLE FOR, AND IT UNDERSTANDS THE BANK CANNOT AND WILL NOT ENFORCE, NOR SHALL BANK BE LIABLE OR RESPONSIBLE IN ANY WAY FOR ANY SPECIAL OR COMPLEX SIGNING INSTRUCTIONS OR REQUIREMENTS IMPOSED BY CLIENT IN ANY RESOLUTION ON PRIMARY AUTHORIZED INDIVIDUALS, INDIVIDUALS AUTHORIZED TO PERFORM ELECTRONIC TRANSACTIONS, AUTHORIZED SIGNERS, OR ANY OTHER INSTANCE, INCLUDING BUT NOT LIMITED TO INSTRUCTIONS REQUIRING DUAL SIGNING REQUIREMENTS OR MONETARY AMOUNT LIMITS ON THE SIGNING AUTHORITY OF AN INDIVIDUAL (WHICH AT ALL TIMES WILL ONLY BE CONSIDERED INTERNAL REQUIREMENTS OF THE CLIENT). IN ALL EVENTS ANY SINGLE PRIMARY AUTHORIZED INDIVIDUAL SHALL BE ABLE TO BIND THE CLIENT. NOTHING IN ANY SUPPLEMENTAL RESOLUTIONS OR SUPPLEMENTAL DOCUMENTATION SHALL OVERRIDE, REPEAL, REVOKE OR MODIFY TIDS LIMITATION AND AT ALL TIMES THE PNC GROUP SHALL BE ENTITLED TO RELY ON TIDS ACKNOWLEDGMENT AND REPRESENTATION.**

3. **Specimen Signatures:** A PNC Entity may at any time require specimen signatures of any Authorized Individual. Signature specimens may be supplied separately and after execution of the Master Resolutions and may be in any form acceptable to a PNC Entity, in its discretion, including but not limited to a Certificate of Incumbency. When a specimen signature is provided for an Authorized Individual (the name and title of the individual must also be clearly printed adjacent to or under the specimen signature), the Client authorizes any PNC Entity to attach those signatures to a PNC approved form on behalf of the Client and confirms the PNC Group may utilize the same as specimen signature for all purposes authorized by the Collective Banking Resolutions. **The Client acknowledges that a PNC Entity may determine, in its discretion, not to establish accounts or other services and may suspend some or all transactions until such time as that PNC Entity is in receipt of acceptable specimen signatures.** Upon Request by a PNC Entity, the Client shall promptly supply to the requesting PNC Entity specimen signatures of any Authorized Individual or person appointed under a Supplemental Resolution and authorizes the Bank to incorporate those specimens into a PNC approved form of the Collective Banking Resolutions. **If signature specimens are requested by a PNC Entity, that PNC Entity may suspend some or all activities until specimen signatures have been supplied.**

#### **PART D: DEPOSITORY AND TREASURY MANAGEMENT SERVICES**

1. **Authorization of Depository.** The Bank is designated a depository of the Client and is authorized to accept monies, wire and other electronic fund transfers, checks, drafts, notes, acceptances or other evidences of indebtedness for deposit, or for collection by the Bank and deposit upon receipt of payment therefore by the Bank, (including deposits and collections of payments in such foreign currencies as the Bank may accept from time to time), to the credit of the Client in such deposit account or accounts as the Client may have with the Bank (each an “**Account**”), without the endorsement of the Client appearing thereon, and Client promises to pay the Bank for any Items (defined below) that are returned for lack of endorsement. Authorized Individuals are authorized to open or close Accounts, and to instruct the Bank as to the disposition of funds in any Account to be closed, all by written instruction to the Bank, (electronically or otherwise), by any one such person. These resolutions and authorizations shall apply to all existing and future Accounts and may include Accounts denominated in one or more foreign currencies.

2. **Authorization to Open and Close Accounts, Obtain Treasury Management Services, and Delegate Authority.** In addition to any other authorities and powers granted in the Collective Banking Resolutions, each Primary Authorized Individual shall have the ability to: (i) open and close Accounts; (ii) obtain, change, modify or terminate treasury management services in the sole discretion of the Authorized Individual including, without limitation, services for the initiation or origination of transactions, transfers or withdrawals of funds from or to the Accounts, either in United States dollars or in such foreign currencies as Bank may make available from time to time; (iii) to designate, in writing, other persons who are authorized to obtain such treasury management services or to enter into such transactions or to give instructions to the Bank with respect to such services or transactions; and (iv) take any other actions authorized by the Master Resolutions. The Authorized Individuals will execute and provide such documentation as the Bank may require in furtherance of these activities.

3. **Signing Checks, Instruments and Withdrawal Orders, Performing Electronic Transactions and Delegating Authority.** Any Any Primary Authorized Individual is authorized to sign, execute, deliver and negotiate checks, drafts, bills of exchange, acceptances and other instruments or withdrawal orders or drawn on the Accounts of the Client with the Bank ("**Items**") and to delegate such authority to other persons. Any person authorized to sign, execute, deliver or negotiate Items by and through authority directly granted under the Collective Banking Resolutions, or by and through delegation of authority by a Primary Authorized Individual, (each being an "**Authorized Signer**"), must first provide a specimen signature acceptable to the PNC Group which shall first be affixed to and appear on the account signature card for Accounts. As confirmation of the authority of such persons, the account signature card shall be executed by a Primary Authorized Individual, or such other individual as may be acceptable to the PNC Group.

Any Primary Authorized Individual is authorized to perform electronic transactions related to Accounts and to delegate such authority to other persons. Client acknowledges it is solely responsible for establishing, overseeing and administering all entitlements and authorizations to perform electronic transactions.

**ANY SPECIAL OR COMPLEX SIGNER REQUIREMENTS ARE NOT ENFORCEABLE WITH REGARD TO AUTHORIZED SIGNERS SIGNING, EXECUTING OR DELIVERING ITEMS.**

4. **Authorization for Use of Facsimile Signature.** Use of facsimile signatures, including but not limited to facsimile signature made by computer, machine or other mechanical device, or rubber stamp is authorized for any signatures provided on account signature cards. The Bank is hereby requested, authorized and directed to honor any and all items bearing a facsimile signature of any person listed on a signature card given by Client to the Bank. The Client assumes full responsibility for all payments made by the Bank in good faith reliance upon such facsimile signature(s) and the Bank shall be entitled to pay and charge to the account of the Client any and all such Items, regardless of by whom or by what means such facsimile signature(s) thereon may have been affixed thereto. The Bank is authorized to make payments from Accounts, upon and according to such Items and other written instructions, whether given by manual or facsimile signature, in each case regardless of whether payment is requested to be made to the order of or for the benefit of, or whether payment is to be deposited to the individual credit of or tendered in payment of the obligation to the Bank of, the person making the withdrawal or transfer or any Authorized Individual.

*[remainder of this page left intentionally blank]*

Note:

For **Partnerships**, all general partners must sign unless the partnership agreement outlines other signing authorities

For **Limited Liability Companies**, all members must sign unless the operating agreement identifies one or more managers, in which case the managers must sign.

For **Corporations, Unincorporated Associations and Other Organizations**: The Secretary, must sign as attesting officer.

If the Secretary, as the attesting officer, is also granted authorization to act in Part C, then one other authorized representative must sign below.

**By checking this box, you are attesting that there is no Corporate Secretary.**

IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned have hereunto set their hands and seals this \_\_\_\_\_ (Date).

(If field is left blank, the time stamp that is associated with the E-Signature will be the date the document was executed.)

**ATTESTATION:**

Client Name: Rocketship Education District of Columbia Public Charter School, Inc.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title Remove Signer

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Title Remove Signer

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Signature

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Signature

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Printed Name

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Title Remove Signer

\_\_\_\_\_  
Title Remove Signer

Add Another Signer

## COLLECTIVE BANKING RESOLUTIONS: Master Resolutions

### PART A: General

#### 1. Client Information:

a. **Name of Client ("Client"):** Rocketship Education

b. **Trade name(s) / DBA if applicable:** Rocketship Public Schools

c. **Type of Organization<sup>1</sup>:** Client is a 501(c)3 organized under the laws of California  
("Jurisdiction of Formation").

d. **Client Taxpayer ID (United States) / CA Business Number (Canada):** 20-4040597

2. **Execution and Delivery by a Common Signer on behalf of Multiple Entities:** A "Common Signer" is a signer that is appointed and authorized (in the same capacity), by multiple entities that share Common Ownership, to either: (i) be authorized to legally bind that entity to the representations in the subject document; or (ii) record and maintain the legally binding books and records of the entity. For the ease of doing business, in the event multiple entities have appointed the same Common Signer, that Common Signer may take the following actions:

(i) insert the name of the lead Client or the Client Group and "See the Attached List of Clients" in line 1(a) of this Part A; (ii) attach a list of Entities for which the signer is a Common Signer ("**Client List**"), and including on such list all of the information required to complete Part A (1) under this Master Resolution; (iii) execute any one or more of this Master Resolution, Supplemental Resolutions, Schedules, and Attachments (collectively the "**Collective Banking Resolutions**"), whereby it shall be deemed that the document(s) shall have been executed by the Common Signer on behalf of each entity, as if such entity was the only entity listed in Section 1 of Part A above, and the representations therein shall be binding on such entity. The Common Signer shall ensure that the Collective Banking Resolutions and any related documents that it executes on behalf of any such entity shall be recorded in the business records of such entity. Entities listed on the Client List may enter into relationships with the PNC Group directly through separate agreements, or under collective agreements with the PNC Group.

3. **Representation of Signer(s):** The undersigned certifies, states, attests, and affirms that as to each entity listed as a Client:

- a. they are duly authorized and tasked by each entity to record and maintain the legally binding books and records of that entity, including but not limited to the contents of the Collective Banking Resolutions and can legally bind the entity to the same;
- b. that each statement herein has been made, ratified and adopted by each entity, for itself;
- c. the contents of this document are a true and correct statement of facts about each entity and each of the Resolutions below have been adopted by the governing body of each entity, in accordance with its own governing documents and applicable law; and
- d. The whole Collective Banking Resolutions, and each individual part thereof, are legally binding representations made by each entity listed as a Client to The PNC Financial Services Group, Inc, including all of its subsidiaries and affiliated entities (each being a "**PNC Entity**"), including but not limited to PNC Bank, National Association, and to PNC Bank Canada Branch<sup>2</sup>, (collectively "**Bank**"), (all of the foregoing, collectively being referred to as the "**PNC Group**").
- e. the Collective Banking Resolutions may be electronically executed and delivered to PNC Group under the Client's governing documents and applicable law.

4. The definition of "**Common Ownership**" as used herein, with regard to any entities, shall mean the following: (i) an entity that, directly or indirectly, controls or owns fifty-one percent (51%) or more of the other entity; (ii) fifty-one percent (51%) or more of an entity is, directly or indirectly, controlled or owned by the other entity; or (iii) any entities where the same parties, directly or indirectly, control or own at least fifty-one percent (51%) of the voting interest in each entity.

### PART B: RESOLUTIONS

The following Resolutions have been duly adopted, and entered upon the regular minute books of the Client, made in accordance with the governing documents of the Client, applicable and governing laws, and are now in full force and effect:

<sup>1</sup>**Choose only one of the following:** (i) Corporation; (ii) Partnership; (iii) Unincorporated Association; (iv) Limited Liability Company; (v) Manager Managed LLC; (vi) Member Managed LLC; (vii) Single Member LLC; (viii) Sole Proprietorship; (ix) Public Entity or Government.  
*If the Client is a different entity type, please contact your PNC Entity Relationship Manager.*

<sup>2</sup>PNC Bank Canada Branch is a branch of PNC Bank, N.A.

1. **Purpose:** These Resolutions are to provide the PNC Group with clarity regarding what has been authorized by the Client regarding management of banking and financial activities the Client is undertaking with any member of the PNC Group, as set forth more particularly herein or in any schedule or attachment hereto, which may include banking, depository, treasury management, merchant services, obtaining extension of credit or loans, and investment activities (individually, a “**Financial Activity**” and collectively “**Financial Activities**”).
2. **Integration of Supplemental Resolutions, Schedules and Attachments.** The Client authorizes the expansion, reduction, or modification of what is authorized for any particular Financial Activities by providing the PNC Group with supplemental resolution schedules (each being a “**Supplemental Resolution**”). Supplemental Resolutions may be executed subsequently to the Master Resolutions and will be incorporated into the Collective Banking Resolutions in accordance with this section. Additional documentation in the form of attachments or schedules may be provided to the PNC Group, which provide more explicit detail regarding the general statements and authorities regarding Financial Activities set forth in the Collective Banking Resolutions (“**Supplemental Documentation**”). Client acknowledges and understands that Supplemental Documentation must be in a form acceptable to the Bank. Supplemental Documentation and signed Supplemental Resolutions shall be binding upon the Client, considered a part of the Collective Banking Resolutions, and will be effective after a reasonable amount of time to act on the same has elapsed, subsequent to delivery and actual acceptance of the documentation by the applicable PNC Entity. It is understood and agreed that the PNC Group may refuse or reject any Supplemental Documentation or Supplemental Resolution that it is unable or unwilling to comply with, or that is in a form that is not acceptable to the PNC Group or any applicable PNC Entity.
3. **Sharing of Master Resolutions and Information.** The Collective Banking Resolutions, or any part thereof, and any related information or documentation provided by the Client to a PNC Entity may be shared with other members of the PNC Group for the purpose of furthering the relationship with the Client and the PNC Group.
4. **Execution and Delivery of Collective Banking Resolutions and Related Documents.** The Collective Banking Resolutions and any related agreements or documentation may, at the option of the PNC Group, be electronically executed and delivered, or manually executed and delivered on paper. Each of the undersigned or individuals designated herein are authorized to use electronic records and electronic signatures to execute and deliver the Collective Banking Resolutions and any related agreements or documentation. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, manually signed Collective Banking Resolutions and any related agreements or documentation that have been converted into electronic form (such as scanned into PDF format) for transmission, delivery and/ or retention by the PNC Group (any such signature method being referred to herein as a “**Signature Method**”).

**In consideration of the PNC Group accepting documents with a Signature Method, to the extent legally permissible, the Client irrevocably indemnifies and holds the PNC Entities accepting documentation or instructions executed by Signature Method, and their respective agents, employees, officers and directors, harmless from and against any and all claims, damages, demands, judgments, liabilities, losses, costs and expenses (including attorneys' fees) arising out of or resulting from the reliance of that PNC Entity on the Signature Method or this Resolution regarding Signature Methods. For the avoidance of doubt, unless expressly stated otherwise, nothing in the Collective Banking Resolutions shall be construed or interpreted as a governmental or sovereign Client waiving sovereign immunity it may have, nor shall it be deemed to have waived or denied any remedy or defense available to it under the laws of its Jurisdiction of Formation.**

5. **Requests Made by Telephone, E-mail, Automated Platform or Other Means.** Each PNC Entity is authorized, in its sole discretion, to take any action authorized hereunder, and to share information about the Client in the possession of the PNC Group, based upon any communication the PNC Entity has a commercially reasonable belief to be from an Authorized Individual, as defined below, or any other person reasonably believed to have been authorized to act by an Authorized Individual, including but not limited to communications made by telephone, facsimile, electronic mail, SWIFT message, secure on-line messenger, through any automated platform or electronic service provided by the PNC Group, including the Bank's PINACLE® system or Dealer Access System, in accordance with the applicable security procedures therefor, or via any other means of transmission or communication.
6. **Copies of Resolutions and Governing Documents.**
  - a. A copy of the Collective Banking Resolutions shall be delivered to the PNC Entity being engaged by the Client and the PNC Entity shall be entitled to rely on the authority vested in the persons specified in the Collective Banking Resolutions, which shall remain in full force and effect until a copy of a subsequent resolution revoking or modifying the Collective Banking Resolutions has been filed with a member of the PNC Group and the applicable PNC Entity has had a reasonable time to act on it. The Collective Banking Resolutions supersede any prior resolution of Client provided to the PNC Entity addressing the same subject matter.
  - b. Copies of any organizational or other documents, including but not limited to the articles or certificate of incorporation, the by-laws or regulations, the operating agreement, or other organizational documents of the Client, that the Client may deliver to a PNC Entity, shall be, true, complete and correct copies thereof with all amendments thereto as in effect on the date of such delivery, which any PNC Entity shall be entitled to rely on.



7. **Related Entities:** Now or in the future, an entity or entities that are under Common Ownership with the Client, but do not share a Common Signer with the Client (each being a “**Related Entity**” and collectively “**Related Entities**”), may appoint and empower the Client to manage their banking relationships and Financial Activities. To make such appointment, each Related Entity would execute and deliver to the PNC Group a specialized resolution joining and binding the Related Entity to the Collective Banking Resolutions (“**Joinder Resolution**”). Such appointment would permit individuals authorized to act on behalf of the Client to also act on behalf of the related entities and legally bind those related entities regarding Financial Activities. The relationship of the Related Entity(ies) with the PNC Group may be documented under agreements that are separate or joint with the Client. Before such appointment becomes binding, the Client must first accept the appointment and responsibility granted by the Related Entity under the Joinder Resolution by updating the Client list to include the Related Entities and clearly identify them as being added by Joinder Resolution. The Joinder Resolution(s) will become part of the Collective Banking Resolutions at such time as the Client updates the Client List to include the Related Entity(ies), which shall confirm the Client has accepted the appointment.

**In consideration of the PNC Group accepting, in its discretion, the ability of the Client to act on behalf of a Related Entity, and accept Joinder Resolutions, if and when presented, and the related assertions that the Collective Banking Resolutions apply to the Related Entity(ies), the Client, to the extent legally permissible, irrevocably indemnifies, defends, and holds the PNC Group, PNC Entities, and their respective agents, employees, officers and directors, harmless from and against any and all claims, damages, demands, judgments, liabilities, losses, costs and expenses (including attorneys' fees) arising out of or resulting from (i) any claims or actions related to an assertion (or the reliance thereon by a PNC Entity) that the Client or a party authorized to act under the Collective Banking Resolutions was not authorized to act on behalf of, or legally bind, any Related Entity; and (ii) any representations made by the Client on behalf of any Related Entity. For the avoidance of doubt, unless expressly stated otherwise, nothing in the Collective Banking Resolutions shall be construed or interpreted as a governmental or sovereign Client waiving sovereign immunity it may have, nor shall it be deemed to have waived or denied any remedy or defense available to it under the laws of its Jurisdiction of Formation.**

**PART C: AUTHORIZATION OF INDIVIDUALS**

1. **Incumbency and Grant of Authorizations and Powers:**

a. **Primary Authorized Individual(s):** The following individual(s) shall be authorized, without further approval of the Client, to: (i) undertake, modify and terminate any Financial Activity; (ii) execute, modify and terminate any Supplemental Resolutions; (iii) add and remove Related Entities participating in the Collective Banking Resolutions; (iv) accept, execute and/or deliver, any such agreements, instruments and documents as may be required to facilitate or restrict any Financial Activity and the relationship with the PNC Group. Any such Primary Authorized Individual shall be deemed an Authorized Individual able to execute any documentation for the entire relationship between the Client and the PNC Group. Any Primary Authorized Individuals shall also be deemed to be Authorized Individuals under any Supplemental Resolution regardless of whether they are listed on the Supplemental Resolution. The Primary Authorized Individual(s), their respective titles, and signature with the Client are as follows (The Client may at any time update, replace, or supplement the Primary Authorized Individuals or any Authorized Individuals by executing a Supplemental to Part C attachment that can be provided to the client).

	Printed Name	Printed Title	Signature
i)	Alex Terman	Chair of Business Committee	
ii)	Preston Smith	CEO	
iii)	Matt Shaw	CFO	
iv)	Lamar Wade	Chief People Officer	
v)	As appointed in the future	Chair of Business Committee	
vi)	As appointed in the future	CEO	
vii)	As appointed in the future	CFO	
viii)			

b. Each Supplemental Resolution contains a list of individuals that hold the office, title or status with the Client listed next to their name (each of the foregoing along with each of the Primary Authorized Individuals being an “**Authorized Individual**”). **With regard to the subject matter of the particular Supplemental Resolution only**, each Authorized Individual shall have the following authorities and powers: (i) any powers and authority granted generally to Authorized Individuals in the Master Resolutions; (ii) the ability to delegate and revoke any authority they have to others; (iii) add, remove, or update any signers or approvers for transaction; (iv) add or remove Authorized Individuals within the same Supplemental Resolution; and (v) accept, execute and/or deliver, any such agreements, instruments and documents as may be required by a PNC Entity, in its sole discretion, in connection with any transactions, including but not limited to the furnishing of any services for with the Authorized Individual in empowered collectively under the Collective Banking Resolutions. **The execution of a Supplemental Resolution by the Secretary of the Client, a Primary Authorized Individual, or an Authorized Individual under the previous version of the same Supplemental Resolution shall be conclusive proof that the Client has authorized the activities and appointments set forth in that Supplemental Resolution. A Supplemental Resolution may be executed simultaneously with the Master Resolution or at any time after execution of the Master Resolution.** A PNC Entity may require further documentation regarding the foregoing actions, which the Client shall supply upon request.

2. **SPECIAL OR COMPLEX SIGNER REQUIREMENTS ARE INTERNAL REQUIREMENTS OF THE CLIENT AND NOT ENFORCEABLE AGAINST THE PNC GROUP: CLIENT ACKNOWLEDGES, REPRESENTS AND AFFIRMS IT IS SOLELY RESPONSIBLE FOR, AND IT UNDERSTANDS THE BANK CANNOT AND WILL NOT ENFORCE, NOR SHALL BANK BE LIABLE OR RESPONSIBLE IN ANY WAY FOR ANY SPECIAL OR COMPLEX SIGNING INSTRUCTIONS OR REQUIREMENTS IMPOSED BY CLIENT IN ANY RESOLUTION ON PRIMARY AUTHORIZED INDIVIDUALS, INDIVIDUALS AUTHORIZED TO PERFORM ELECTRONIC TRANSACTIONS, AUTHORIZED SIGNERS, OR ANY OTHER INSTANCE, INCLUDING BUT NOT LIMITED TO INSTRUCTIONS REQUIRING DUAL SIGNING REQUIREMENTS OR MONETARY AMOUNT LIMITS ON THE SIGNING AUTHORITY OF AN INDIVIDUAL (WHICH AT ALL TIMES WILL ONLY BE CONSIDERED INTERNAL REQUIREMENTS OF THE CLIENT). IN ALL EVENTS ANY SINGLE PRIMARY AUTHORIZED INDIVIDUAL SHALL BE ABLE TO BIND THE CLIENT. NOTHING IN ANY SUPPLEMENTAL RESOLUTIONS OR SUPPLEMENTAL DOCUMENTATION SHALL OVERRIDE, REPEAL, REVOKE OR MODIFY TIDS LIMITATION AND AT ALL TIMES THE PNC GROUP SHALL BE ENTITLED TO RELY ON TIDS ACKNOWLEDGMENT AND REPRESENTATION.**

3. **Specimen Signatures:** A PNC Entity may at any time require specimen signatures of any Authorized Individual. Signature specimens may be supplied separately and after execution of the Master Resolutions and may be in any form acceptable to a PNC Entity, in its discretion, including but not limited to a Certificate of Incumbency. When a specimen signature is provided for an Authorized Individual (the name and title of the individual must also be clearly printed adjacent to or under the specimen signature), the Client authorizes any PNC Entity to attach those signatures to a PNC approved form on behalf of the Client and confirms the PNC Group may utilize the same as specimen signature for all purposes authorized by the Collective Banking Resolutions. **The Client acknowledges that a PNC Entity may determine, in its discretion, not to establish accounts or other services and may suspend some or all transactions until such time as that PNC Entity is in receipt of acceptable specimen signatures.** Upon Request by a PNC Entity, the Client shall promptly supply to the requesting PNC Entity specimen signatures of any Authorized Individual or person appointed under a Supplemental Resolution and authorizes the Bank to incorporate those specimens into a PNC approved form of the Collective Banking Resolutions. **If signature specimens are requested by a PNC Entity, that PNC Entity may suspend some or all activities until specimen signatures have been supplied.**

#### **PART D: DEPOSITORY AND TREASURY MANAGEMENT SERVICES**

1. **Authorization of Depository.** The Bank is designated a depository of the Client and is authorized to accept monies, wire and other electronic fund transfers, checks, drafts, notes, acceptances or other evidences of indebtedness for deposit, or for collection by the Bank and deposit upon receipt of payment therefore by the Bank, (including deposits and collections of payments in such foreign currencies as the Bank may accept from time to time), to the credit of the Client in such deposit account or accounts as the Client may have with the Bank (each an “**Account**”), without the endorsement of the Client appearing thereon, and Client promises to pay the Bank for any Items (defined below) that are returned for lack of endorsement. Authorized Individuals are authorized to open or close Accounts, and to instruct the Bank as to the disposition of funds in any Account to be closed, all by written instruction to the Bank, (electronically or otherwise), by any one such person. These resolutions and authorizations shall apply to all existing and future Accounts and may include Accounts denominated in one or more foreign currencies.

2. **Authorization to Open and Close Accounts, Obtain Treasury Management Services, and Delegate Authority.** In addition to any other authorities and powers granted in the Collective Banking Resolutions, each Primary Authorized Individual shall have the ability to: (i) open and close Accounts; (ii) obtain, change, modify or terminate treasury management services in the sole discretion of the Authorized Individual including, without limitation, services for the initiation or origination of transactions, transfers or withdrawals of funds from or to the Accounts, either in United States dollars or in such foreign currencies as Bank may make available from time to time; (iii) to designate, in writing, other persons who are authorized to obtain such treasury management services or to enter into such transactions or to give instructions to the Bank with respect to such services or transactions; and (iv) take any other actions authorized by the Master Resolutions. The Authorized Individuals will execute and provide such documentation as the Bank may require in furtherance of these activities.

3. **Signing Checks, Instruments and Withdrawal Orders, Performing Electronic Transactions and Delegating Authority.** Any Any Primary Authorized Individual is authorized to sign, execute, deliver and negotiate checks, drafts, bills of exchange, acceptances and other instruments or withdrawal orders or drawn on the Accounts of the Client with the Bank ("**Items**") and to delegate such authority to other persons. Any person authorized to sign, execute, deliver or negotiate Items by and through authority directly granted under the Collective Banking Resolutions, or by and through delegation of authority by a Primary Authorized Individual, (each being an "**Authorized Signer**"), must first provide a specimen signature acceptable to the PNC Group which shall first be affixed to and appear on the account signature card for Accounts. As confirmation of the authority of such persons, the account signature card shall be executed by a Primary Authorized Individual, or such other individual as may be acceptable to the PNC Group.

Any Primary Authorized Individual is authorized to perform electronic transactions related to Accounts and to delegate such authority to other persons. Client acknowledges it is solely responsible for establishing, overseeing and administering all entitlements and authorizations to perform electronic transactions.

**ANY SPECIAL OR COMPLEX SIGNER REQUIREMENTS ARE NOT ENFORCEABLE WITH REGARD TO AUTHORIZED SIGNERS SIGNING, EXECUTING OR DELIVERING ITEMS.**

4. **Authorization for Use of Facsimile Signature.** Use of facsimile signatures, including but not limited to facsimile signature made by computer, machine or other mechanical device, or rubber stamp is authorized for any signatures provided on account signature cards. The Bank is hereby requested, authorized and directed to honor any and all items bearing a facsimile signature of any person listed on a signature card given by Client to the Bank. The Client assumes full responsibility for all payments made by the Bank in good faith reliance upon such facsimile signature(s) and the Bank shall be entitled to pay and charge to the account of the Client any and all such Items, regardless of by whom or by what means such facsimile signature(s) thereon may have been affixed thereto. The Bank is authorized to make payments from Accounts, upon and according to such Items and other written instructions, whether given by manual or facsimile signature, in each case regardless of whether payment is requested to be made to the order of or for the benefit of, or whether payment is to be deposited to the individual credit of or tendered in payment of the obligation to the Bank of, the person making the withdrawal or transfer or any Authorized Individual.

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Note:

For **Partnerships**, all general partners must sign unless the partnership agreement outlines other signing authorities

For **Limited Liability Companies**, all members must sign unless the operating agreement identifies one or more managers, in which case the managers must sign.

For **Corporations, Unincorporated Associations and Other Organizations**: The Secretary, must sign as attesting officer.

If the Secretary, as the attesting officer, is also granted authorization to act in Part C, then one other authorized representative must sign below.

**By checking this box, you are attesting that there is no Corporate Secretary.**

IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned have hereunto set their hands and seals this \_\_\_\_\_ (Date).

(If field is left blank, the time stamp that is associated with the E-Signature will be the date the document was executed.)

**ATTESTATION:**

Client Name: Rocketship Education

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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Signature

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Printed Name

\_\_\_\_\_  
Title

# ROCKETSHIP PUBLIC SCHOOLS

**Executive Summary  
Rocketship Education  
Board of Directors  
March 6, 2024**

<b>Agenda Item:</b> 3.A.  <b>Subject:</b> <b>Approve the 24-25 CA Food Service Vendor Contract with Lunch Master and Chefables</b>	X	<b>OPEN/ACTION</b>
		<b>INFORMATION</b>
		<b>CONSENT</b>

**Recommendation(s):**

Rocketship Education has awarded two contracts to Lunch Master and Chefables for food service for the 2024-2025 school year. These contracts will set a relationship between Rocketship and the two vendors to provide daily breakfast, lunch, and after school snacks for students that are nutritionally compliant with the USDA’s National School Lunch and Breakfast Programs (NSLP and SBP). Staff members recommend that the Rocketship Education Board of Directors (“Board”) approve the two contracts for the 2024-2025 school year.

**Background:**

In June of 2024, the California school’s food service contract with Revolution Foods will expire at the end of the five year term. Per USDA and California Department of Education (CDE) regulations, food service contracts can only last for one base year and four additional extension years before schools must engage in a formal procurement process.

In response to this regulatory requirement, the California Executive Team, with support from the national team, engaged in the formal procurement process to seek vendor(s) to supply services for breakfast, lunch, and after school snack. The process for seeking food service vendors is highly regulated by the USDA and the CDE. Schools are required to release Request for Proposals (RFP), which establish the needs of the schools as well as the evaluation criteria for assessing proposals. The evaluation criteria was driven by the core values the California team has for the meal program, including strong student participation driven by menu appeal, seamless and effective operations of the vendor and financial sustainability. These RFPs are often reviewed by the CDE for compliance prior to release. Upon release, vendors may submit proposals for review by administrative staff.

Rocketship received proposals from 5 vendors, Revolution Foods, Chefables, Lunch Master, Fresh Start, and SLA management. These vendors were assessed through taste tests, financial review, and scoring of their written proposals. This process resulted in the awarding of contracts to Lunch Master and Chefables, who were the first and second highest scored vendors.

Lunch Master	Chefables
Rocketship Discovery Prep Rocketship Brilliant Minds Rocketship Si Se Puede	Rocketship Redwood City Rocketship Mosaic Elementary Rocketship Spark Academy

Rocketship Los Sueños Rocketship Fuerza Academy Rocketship Delta Prep Rocketship Futuro Academy	Rocketship Rising Stars Rocketship Mateo Sheedy Rocketship Alma Academy
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**Summary of Previous Board Action by Board:**

Board has previously approved annual contract extensions with food service vendors.

**Fiscal Impact:**

Both vendors offered the lowest price per meal out of all bids received, with minor increases for breakfast and minor decreases for lunch from the current year’s pricing. We typically see an annual increase in line with the Consumer Price Index.

	<b>Current Prices</b>	<b>Chefables</b>	<b>Lunch Master</b>
Breakfast	\$2.15	\$ 2.20	\$ 2.35
Lunch	\$3.55	\$ 3.44	\$ 3.55

With these new vendor relationships, Rocketship will no longer have a vendor who covers the cost of wasted food. The regional team will be providing additional support and training so schools can be more intentional about their ordering to mitigate the cost of food waste as the CDE does not reimburse schools for unused foods. That being said, schools that keep their over ordering to below 10% will be able to ensure leftover funds that can be used to pay food service staff.

**Submitted by:**

California Executive Team

## SCHOOL LUNCH SERVICE CONTRACT

This Agreement is made on February 26, 2024, between Rocketship Education d/b/a Rocketship Public Schools (hereinafter “Client”) and Nob Hill Catering, Inc., a California corporation DBA The LunchMaster, with its principal place of business at 601 Taylor Way, San Carlos, California 94070 (hereinafter “TLM”). and Rocketship Education d/b/a Rocketship Public Schools (hereinafter “Client”). The location(s) at which service is to be provided pursuant to the terms of this Contract is set forth in Exhibit A, attached hereto and fully incorporated herein.

### RECITALS

TLM is in the business of providing school lunch services to the school for student lunches. Client is desirous of engaging the services of TLM to provide a school breakfast, lunch, and snack program for the benefit of Client on the terms and conditions set forth herein.

Therefore, in consideration of the mutual promises set forth below, the parties agree as follows:

### AGREEMENT

1. **Term.** The term of this fixed price Agreement shall commence on July 1, 2024, and shall continue in full force and effect until June 30, 2025, (“Term”) unless otherwise terminated pursuant to the termination provisions of this Agreement.

A. Prior to the end of Term, the Parties may renew this Agreement for an additional one (1) year period upon mutual written agreement. All terms and conditions of the Agreement shall remain in effect upon renewal unless otherwise mutually agreed upon in writing by TLM and Client, (the “Parties”).

B. This agreement may be terminated, in whole or in part, for convenience by Client with the consent of TLM, in which case the two Parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated (2 *CFR*, Section 200.339[a][3]). The Agreement may also be terminated, in whole or in part, by TLM upon written notification to Client, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of a partial termination, if the Client determines that the remaining portion of the Agreement will not accomplish the purposes for which the contract was made, Client may terminate the Agreement in its entirety (2 *CFR*, section 200.339[a][4]). The rights of termination referred to in this agreement are not intended to be exclusive and are in addition to any other rights or remedies available to either Party at law or in equity.

C. Either Party also may terminate this Agreement for cause, effective immediately upon written notice to the other Party, in the event that the other Party breaches this Agreement, and such breach is incapable of cure, or with respect to a breach

capable of cure, the breaching Party does not cure such breach within ten (10) days after receipt of written notice of such breach.”

D. For purposes of termination as set forth in this Paragraph 1, "cause" shall be defined as the willful failure of any party to this contract to substantially perform any duty allocated to that party under the terms of this contract. Cause may include, but is not limited to, failure to perform the services contracted for by TLM under the terms of this contract or failure of Client to make payment for services rendered in a reasonable and timely fashion.

2. **Services Provided.** TLM agrees to institute a school breakfast, lunch, and snack program at the licensed and permitted food facility operated by Client and in connection therewith agrees to provide the following services:

A. Prepare and deliver to the school a nutritious and diversified school breakfast, lunch, and snack vended food service. This contract shall be applicable to school breakfast, lunch, and snack service to be provided during the regular school year only. If service is desired for a summer session or any extended school session the parties shall enter into a separate agreement applicable thereto. All meals shall be compliant with the requirements of the National School Lunch Program (USDA), School Breakfast Program and Afterschool Meal Supplement meal patterns and minimum requirements. Payment shall not be required with respect to any meal which is not in compliance with the applicable standards. TLM will prepare a method for the school to order meals online with the understanding that the school will be responsible for payment upon invoice.

B. Schools participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US.

Domestic commodities or products are defined as agricultural commodities (i.e., meat/meat alternate, grain, fruit, vegetable, and fluid milk) or processed products (i.e., processed food product that includes components that contribute to a reimbursable meal, such as a chicken patty that contains an M/MA and grain component) that are processed in the United States using substantial agricultural commodities that are produced in the United States. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

All creditable food products must comply with the Buy American Provision requirement in 7CFR, sections 210.21(d) and 220.16(d).

Exceptions to the Buy American Provision will be used as a last resort and are only allowable for one of the two exceptions listed below and outlined in further detail in the USDA Policy Memorandum SP 38-2017: Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program.

- The product is not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality, such as bananas or pineapples.



- Competitive bids reveal the costs of a United States product are significantly higher than the nondomestic product.

C. TLM shall ensure that it is, at all times under the Term of this Agreement, in compliance with all federal and state health and sanitation requirements for its food service preparation facilities in which it prepares meals for Client. TLM shall provide Client with a copy of all such required health certifications.

- D. TLM shall comply with all applicable statutes and regulations, including (but not limited to) the following:
  - All current NSLP regulations.
  - TLM shall assure that each meal provided to Client under this agreement meets the minimum requirements for reimbursable meals that meet the Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). TLM will follow the Single Food-Based Menu Planning (FBMP) meal patterns as described in 7 C.F.R. §210.10 for NSLP and §220.8 for SBP. The meal shall include the following components: fruits, vegetables, grains, meat/meat alternates, and milk. TLM shall meet grade level caloric, saturated fat, sodium, and trans-fat requirements.
  - Both Client and TLM agree that no child who participates in the NSLP, School Breakfast Program (SBP) will be discriminated against on the basis of race, color, national origin, age, sex, or disability. State agencies and Client shall comply with the requirements of Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Department of Agriculture regulations on Nondiscrimination (7 *CFR*, parts 15, 15a, and 15b); and fns instruction 113-1 (7 *CFR*, section 210.23[b]).
  - TLM shall comply with all laws, ordinances, rules, and regulations of all applicable federal, state, county, and city governments, bureaus, and agencies regarding purchasing, sanitation, health, and safety for the food service operations and shall procure and maintain all necessary licenses and permits. Client shall cooperate, as necessary, in TLM's compliance efforts.
  - TLM shall comply with all applicable federal regulations in 2 *CFR*, parts 200 and 400 and 7 *CFR*, parts 210 (NSLP), 220 (SBP), 245 (determining eligibility for free and reduced price meals and free milk in schools) as applicable, 250 (donation of foods for use in the united states, its territories and possessions and areas under its jurisdiction), USDA FNS instructions and policy, federal laws and regulations, California *Education Code (EC)*, and California laws and regulations, where applicable.
  - TLM warrants and certifies that in the performance of this contract, it will comply with the rules and regulations of the CDE and the USDA, and any additions or amendments thereto, including but not limited to 2 *CFR*, parts 200 and 400, and 7 *CFR*, parts 210, 215, 220, 245, 250, and USDA FNS instruction and policy, as applicable. TLM agrees to indemnify Client and the CDE against any loss, cost, damage, or liability by reason of vendor's violation of this provision.
  - TLM shall comply with Title VI of the Civil Rights act of 1964, as amended; USDA regulations implementing Title IX of the education amendments; Section 504 of the

Rehabilitation Act of 1973; and any additions or amendments to any of these regulations, and statutes. Client and TLM shall comply with all applicable standards, orders, or regulations issued. For contracts in excess of \$150,000, Client and TLM shall comply with the Clean Air Act (42 USC, Sections 7401 et seq.) And the Federal Water Pollution Control Act (33 u.s.c. section 1251) as amended (appendix ii to 2 *cfr*, part 200).

3. **Delivery, Charges and Billing.**

A. The basic price per meal served and ordered online shall be established pursuant to the Pricing Grid attached hereto and marked as Exhibit B. The prices set forth on the Pricing Grid shall be valid and shall remain in force without change for the entire term of this Agreement as set forth in Paragraph 1 above. Any deviation from the Price Grid set forth on Exhibit B hereto shall be agreed upon in writing signed by both parties.

B. Notwithstanding Paragraph 3(A):

- The contract price (which can include general and administrative expense and management fees) may be increased on an annual basis by the yearly percentage change in the Consumer Price Index for all urban consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away From Home San Francisco (CPI). The December CPI value will be used as a representation of the change in CPI. Such increases shall be effective on a prospective basis on each anniversary date of this Agreement and will be allowed only if approved in advance by Client. CPI fee increases for the upcoming Agreement renewal year must be submitted to Client. Of note, the CPI fee increases should be applied to individual meal or unit costs.
- The renegotiation of price terms under this Agreement is permitted only upon the occurrence of unpredictable, unexpected conditions beyond the control of both parties. If those conditions create a significant and material change in the financial assumptions upon which the price terms of this Agreement were based, then those price terms so affected may be renegotiated by both Parties. Renegotiation of price terms under such conditions must be mutual and both Parties must agree on any changes in price terms. Any adjustments so negotiated and agreed upon must accurately reflect the change in conditions. The occurrence of contingencies that are foreseeable and predictable, but not certain, should be calculated into the defined price terms, to the extent possible, with the goal of minimizing the need for renegotiation of price terms during the term of the contract. Substantive changes of the Agreement will require Client to rebid the contract.

C. All meal service ordered by Client for free of charge or reduced charge meals shall be billed monthly unless otherwise agreed upon by the parties. All invoices received by Client from TLM shall be due and payable within 30 days of the date of the invoice. If all sums due are not received by TLM within 30 days of the invoice date the parties agree that a service charge calculated from the date of billing at the rate of 1.5% per month shall be paid on all unpaid sums invoiced in addition to the amount originally

invoiced. Client shall notify TLM of any discrepancies claimed on any invoice within 2 days of receipt. Upon notification of a discrepancy the parties shall confer and resolve any such discrepancy in a timely manner. This paragraph shall apply to all sums owed by Client to TLM for any other product or service provided by TLM to Client.

D. The Parties shall agree upon the specifics regarding the meals to be served. Attached hereto and marked as Exhibit A is a completed Meal Service Detail form. The Meal Service Detail set forth therein shall be effective during the term of this contract unless replaced upon written agreement of the parties. Any deviation from the Meal Service Detail set forth on Exhibit A shall be set forth in a written agreement signed by both parties.

E. The prices set forth on Exhibit B shall include those items as agreed upon and set forth on Exhibit A. Only those specifically described items shall be offered at the price set forth. Any additional items requested shall be subject to separate charges and billing.

F. Client shall advise its TLM account representative of any change in Client's scheduling which may impact meal delivery, including but not limited to dates of service and time of delivery, a minimum of 14 calendar days in advance of any such scheduling change. If Client is not aware of scheduling changes within sufficient time to give the notice required in this paragraph, Client shall give notice of the change immediately, upon said information becoming available to Client, no later than 3 p.m. on the date that the client becomes aware of the change. TLM shall use its best efforts to accommodate Client with respect to schedule changes. If notice of a schedule change is given in a manner outside of the time frame specified herein, and TLM is unable to cancel, Client shall pay all fees associated with any such order. Notice shall be given by email and pursuant to the provisions of Paragraph 18 below.

G. Each meal delivery shall be accompanied by the choice of two types of milk, 1% and non-fat. With respect to free of charge or reduced charge meals, it is understood that due to applicable regulations milk shall be supplied as the sole available beverage.

H. TLM shall provide standard utensils and condiments for use with menu items as is appropriate. A maximum of two condiment packages per meal item ordered shall be provided. Client may order additional condiments other than the standard condiments made available with each delivery to be held in inventory by Client. Any such additional condiments as are, from time to time, available shall be billed separately. Client agrees to assist TLM to ensure that only individuals ordering meals shall use utensils and condiments provided on each delivery date.

I. WITH RESPECT TO SCHOOLS THAT ORDER MEALS DIRECTLY FROM TLM WITHOUT THE PARTICIPATION OF STUDENTS OR THEIR FAMILIES PURSUANT TO NO COST OR REDUCED COST MEAL PROGRAMS, IT IS UNDERSTOOD THAT ONLY THE NUMBER OF MEALS ORDERED WILL BE PROVIDED.

J. If Client or any school associated with Client shall fail to confirm the quantity of items presented for distribution, TLM shall not be responsible for shortages, it being the understanding of the parties that the final responsibility for check in and confirmation of quantity of items delivered lies with Client or schools associated with Client. Client must designate an individual to be responsible to meet the TLM delivery driver daily and count the items for delivery and sign TLM's Delivery Report. Client shall report any shortages immediately to TLM corporate office before the delivery driver leaves the delivery location. TLM shall attempt to deliver any missing items before meal service. If missing items are not delivered before the time set for meal service, Client will be invoiced only for complete meals served to students and shall not be invoiced for incomplete meals. If Client shall fail to notify TLM of missing items or incomplete meals, allowing TLM the opportunity to correct any delivery errors, TLM shall not be responsible for any steps taken by Client to rectify any such error.

K. With respect to TLM owned equipment remaining on site overnight or on weekends, Client agrees that all such TLM owned equipment necessary to provide the school lunch service shall be stored at a reasonably safe location on the school premises. Client shall undertake reasonable precautions to ensure that TLM owned equipment shall be safe from theft, damage or other loss. Client staff and volunteers shall undertake reasonable steps to protect the TLM owned equipment used in drop off deliveries, including placing switches in the "off" position upon termination of usage. The cost of repair or replacement (if repair is not possible) to TLM equipment as a result of a lack of reasonable care in the use or storage of said equipment shall be reimbursed to TLM by Client upon presentation of documentation reasonably establishing the cost of repair or replacement of any such equipment. A list of TLM owned property or equipment located at each delivery premise shall be attached to this agreement.

4. **Payment.**

A. Client shall be responsible for payment for all meals ordered.

B. All such meal service credits shall be used during the school year in which they were generated. Meal credits shall not be carried over from one school year to the following school year without a separate written agreement between the parties to that effect. Within 30 days of the termination of each school year during which this Contract is in effect, TLM shall create and present to the Client a reconciliation regarding the issuance of meal credits and the subsequent use of those meal credits.

5. **Party Representatives.**

A. Client shall designate a site contact person who shall be the primary point of contact between TLM and Client with respect to all issues related to this Contract. The initial site contact person designated by Client is \_\_\_\_\_, whose job title is \_\_\_\_\_. The contact information for the initial site contact person is \_\_\_\_\_

(email address here, phone number here.) Client may change the identity of the contact person pursuant to notice given as set forth in Paragraph 18 below.

B. TLM shall designate an account representative responsible for administration of the school account. The initial TLM account representative shall be Mike Giouzelis. TLM may change the identity of the contact person pursuant to notice given as set forth in Paragraph 18 below.

C. To facilitate operation of the lunch service program and prompt and satisfactory resolution of problems, all issues regarding the subject matter of this contract, including but not limited to the meal service provided, shall be reported by the Client primary contact person to the TLM account representative as soon as is reasonably practical under the circumstances in order to facilitate prompt and satisfactory resolution of issues that may arise. The primary method of communication shall be email. If a telephone contact is made, email contact shall follow. All issues shall be resolved, to the extent reasonably possible, using email.

D. The parties acknowledge and agree that during the term of this agreement, it will be necessary for Client to correspond with parents, guardians or other users or potential users of the school lunch services. Client agrees that Client will provide to TLM a copy of any and all correspondence to parents, guardians or any other user or potential user of the school lunch service, regardless of the purpose of issuing such correspondence or the method of delivery. For purposes of this paragraph, "correspondence" shall include letters, notifications, flyers, inclusion in newsletters or any other form of communication directed to parents, guardians, users, or potential users of the school lunch service whether by hard copy, electronic or other delivery methods.

6. **Termination By Client or TLM.**

A. Any termination of this Agreement prior to the end of the Term shall be done in accordance with Section 1 above.

B. If this Agreement is terminated by Client pursuant to the provisions of Paragraph 6.A above, Client agrees that timely notification to parents or other users of the service shall be given. Any such notification shall notify those individuals required to be notified of the termination of the service and the effective date of termination, along with such other information regarding any new service as shall be required. Any such notification shall refrain from discussing motivational reasons for termination of the service and shall advise the parents or other users that service by TLM will continue through the date of termination unless the parties have agreed, in writing, to the contrary. In the event of termination, the parties shall cooperate, to the extent reasonably possible, with respect to transition to such other provider as may be selected by Client.

C. For the period between the receipt of notification of termination pursuant to Paragraph 6.A above, and the termination date, Client agrees that orders placed with TLM shall continue.

D. If TLM has not received payment of any charges invoiced pursuant to paragraph 3. B. within 60 days of the date of the original invoice, including payment of any applicable service charge, TLM reserves the right, at its option, to terminate service under this contract. TLM shall give a minimum of 30 days' notice of its election to terminate service under this paragraph. Notice shall be given pursuant to Paragraph 16 below. Any such notice shall specify the last date of service under the terms of this contract.

7. **Food Quality Standards.**

A. In performing the services required under this Agreement, TLM shall comply with all applicable federal, state, county and city statutes, ordinances and regulations. In addition, TLM shall comply with all applicable health, safety and food handling codes and regulations.

B. All meal and snack items delivered by TLM pursuant to this Agreement should be consumed on the date of delivery (with the exception of breakfast items which are delivered on the day prior to the date of consumption) or returned to TLM for restocking, storage or disposal. Client agrees not to serve any student with an item of food not provided on the date of delivery and Client agrees that TLM shall not be liable for any complaints, injuries or damages arising out of the serving of stockpiled or previously delivered food items.

C. Attached hereto and marked as Exhibit A is a list of all items which shall be provided with each meal. Exhibit A includes a list of items which shall be included with standard meals and a list of items provided with each free or reduced-price meal.

8. **Field Trip Requirements.** The school shall be responsible for cancelling meal orders resulting from absence of students from the school location due to field trips. Cancellation of meals ordered as a result of field trip requirements shall be completed online pursuant to the current ordering and cancellation deadline as set forth by TLM. With respect to schools ordering directly on behalf of students the school shall be responsible for notifying and clarifying to TLM any adjustment of meals needed as a result of scheduled field trips.

9. **Client Responsibilities.**

A. In consideration of the services provided by TLM, Client agrees to retain TLM as its exclusive meal service provider during each service date agreed to herein. This covenant shall not require Client to use the services of TLM with respect to special events scheduled from time to time by Client and shall be effective only with respect to meal services for the days upon which TLM is contracted to provide meal service. School holidays and teacher conference days are excluded from this exclusivity covenant.

B. Client shall distribute all communications regarding services from TLM in accordance with Client's standard process of distributing communications to the families of students.

C. Client shall allow TLM to attend and participate in regularly scheduled school events associated with familiarizing families with the services available through Client and schools operated by Client, including but not limited to Back-to-School Night, parent teacher conference days, registration days and other promotional activities. In order to promote success of the program, Client and TLM agree to cooperate with respect to promotion of student participation in the school lunch program.

D. TLM has no right or license to use Client's trademarks, service marks, trade names, logos, symbols, or brand names without Client's prior written consent. In addition, TLM shall not use the name of Client in any statement, promotional materials (including on TLM's website) or in any published materials in a manner which states or implies support for or an endorsement of TLM by Client, unless Client provides written consent.

E. Client acknowledges and agrees that all trademarks, copyrights, patents, and other intellectual property owned by TLM and its subsidiaries or affiliated companies, inclusive of the name and representative logos, may not be used without the written consent of TLM for any purpose, including school printed publications, signage, online content or in any other manner.

10. **Force Majeure**. Neither party hereto shall be liable for any delay or failure in its performance under this Contract caused by events beyond the control of the parties, including but not limited to acts of terrorism, war, riots, labor strikes, interruption of utility services, fires, floods, earthquakes, pandemics, and other natural disasters and medical circumstances. The Parties understand that this shall include delays in delivery related to unanticipated traffic conditions, road closures, extreme weather conditions, fires, and unanticipated general medical conditions. Client shall remain responsible for payment for all meals not cancelled pursuant to the TLM standard cancellation policy in effect upon the date of cancellation. Notwithstanding the foregoing, Client shall not be responsible for payment of any non-cancelled but undelivered meals.

11. **Confidentiality**. TLM acknowledges and agrees that TLM may have access to information that is treated as confidential and proprietary by Client, including, without limitation, the existence and terms of this Agreement, all proprietary information, business and technical data, trade secrets and/or know-how, technology, information, business operations and strategies, marketing, finances, sourcing and personnel, and student data belonging to Client or its affiliates or their suppliers or customers, in each case whether spoken, written, printed, electronic or in any other form or medium (collectively, the "Confidential Information"). Any Confidential Information that TLM develops in connection with this Agreement shall be subject to the terms and conditions of this paragraph. If Confidential Information is provided through an online platform, TLM shall have controlled access to such data, and TLM shall assume full liability for any access violations that occur. TLM recognizes that student data is sensitive and that any misuse of such data by TLM could be a violation of federal and state law. During and subsequent to the Term, TLM shall (a) treat all Confidential Information as strictly confidential, (b) not disclose Confidential Information or permit it to be disclosed, in whole or in part, to any third party without the prior written consent of Client in each instance and (c) not use any

Confidential Information for any purpose except as required in the performance of the Services. TLM shall notify Client immediately in the event that TLM becomes aware of any loss or disclosure of any Confidential Information.

12. **Background Checks.** TLM shall not permit any of its personnel to come in contact with Client's students until both the Department of Justice and the Federal Bureau of Investigation have ascertained that the individual has not been convicted of a violent or serious felony. TLM shall also abide by any other federal and state background check and clearance requirements that pertain to individuals working in a public elementary school setting. TLM shall certify in writing to Client that it has completed all statutory background check and clearance requirements and that none of its employees who may come in contact with Client's students have been convicted of a violent or serious felony, as defined by state law.

13. **Entire Agreement.** This Contract and all exhibits hereto contain the entire Agreement between the parties with respect to the subject of this Contract, and each party acknowledges that no representations, inducements, promises or agreements have been made by or on behalf of any party except the covenants and agreements embodied in this contract. Any agreement, statement or promise not contained in this contract shall not be valid or binding between the parties with respect to the subject of this contract, except for a subsequent written modification signed by the party to be charged.

14. **Amendment.** This Contract may be amended or modified at any time with respect to any provisions by a written instrument executed by TLM and Client.

15. **Non-Assignment.** Neither party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other party.

16. **Attorney Fees.** If any legal action is brought to enforce or interpret the provisions of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees from the other party. These fees, which may be set by the court in the same action or in a separate action brought for that purpose, are in addition to any other relief to which the prevailing party may be entitled.

17. **Dispute Resolution.**

A. **Mediation.** The parties hereby agree that any dispute between the parties hereto arising out of or related to the subject matter of this Agreement or services to be provided pursuant to this Agreement shall be subject to non-binding mediation prior to implementation of any other dispute resolution process. The mediator shall be a retired judge or practicing attorney to be agreed upon by the parties. Mediation shall be held in San Mateo County, California. Cost of mediation shall be borne by the parties equally. The parties agree that all individuals or entities necessary for resolution of any such dispute shall participate in the mediation process, including but not limited to party principals, insurers, consultants, agents, contractors, and subcontractors as is necessary. If the dispute is not resolved by mediation, each party shall thereafter be free to commence litigation or other dispute resolution process at the party's discretion. If a court of competent jurisdiction shall



determine that any party hereto shall have failed to adequately and meaningfully participate in the mediation process prior to commencement of litigation or other dispute resolution, said finder of fact shall be empowered to deny attorney's fee to a non-participating party that would otherwise have been entitled to an award of attorney's fees.

B. By initialing below, the parties hereby irrevocably and unconditionally agree that all disputes arising out of or related to the subject matter of this Agreement or related to the services to be provided pursuant to this Agreement shall be resolved pursuant to binding arbitration proceedings. Arbitration proceedings shall be conducted by a single neutral arbitrator to be agreed upon by the parties. If the parties are unable to agree upon the identity of a single neutral arbitrator within thirty (30) days of a demand for arbitration by any party hereto, said arbitrator shall be appointed by the presiding judge of the San Mateo County, California Superior Court, or his designee. Arbitration proceedings shall be conducted pursuant to the provisions of the California Arbitration Act, Code of Civil Procedure Section 1280 and following. Discovery shall be allowed as described in the California Arbitration Act. The award of an arbitrator shall be final and binding and subject only to such collateral attack as shall be allowed pursuant to the terms of the California Arbitration Act. The award of an arbitrator may be entered as a judgment in any court of competent jurisdiction.

TLM Initials: \_\_\_\_\_

Client Initials: \_\_\_\_\_

C. Exclusive jurisdiction and venue with respect to all dispute resolution matters arising out of or related to this Contract or related to the services to be provided pursuant to the terms of this Agreement shall lie in the courts of the State of California in and for the County of San Mateo. The parties agree that the courts in and for the County of San Mateo are convenient to the parties. Arbitration proceedings commenced pursuant to this Agreement shall be held in San Mateo County, California.

D. This contract shall be governed by and construed in accordance with the laws of California.

18. **Notices.** Any notice required or permitted to be given under this Contract shall be written, and may be given by personal delivery or by registered or certified mail, first class postage prepaid, return receipt requested. Notice shall be deemed given upon actual receipt in the case of personal deliver or upon delivery to the United States Post Office for mailing. Mailed notices shall be addressed as follows. Each party may change address by written notice in accordance with this paragraph.

**To TLM:** 601 Taylor Way  
San Carlos, CA 94070  
Email: [lunchmaster@thelunchmaster.com](mailto:lunchmaster@thelunchmaster.com)

**To Client:** Rocketship Public Schools  
2001 Gateway Place #230E, San Jose, CA 95110  
Email: \_\_\_\_\_

19. **Insurance.** During the term of this Agreement TLM shall keep and maintain in place the following insurance:

A. Commercial general liability insurance, including bodily injury and property damage as follows:

\$1,000,000.00 per occurrence  
\$1,000,000.00 personal and advertising injury  
\$2,000,000.00 general aggregate  
\$2,000,000.00 product/completed operations aggregate

B. Worker's compensation insurance in accordance with the laws of the State of California with a statutory policy limit of \$1,000,000.00 per accident.

C. Commercial automobile liability insurance for all owned, non-owned and hired automobiles with a \$1,000,000.00 combined single limit.

D. Upon request, TLM shall provide certificates of insurance to Client evidencing each of the coverages outlined above.

20. **Indemnification and Hold Harmless.**

A. TLM shall indemnify and hold Client and its administrators, agents and employees harmless from and against all liability, loss, damage and expense, including reasonable attorney's fees, arising out of or resulting from the obligations of TLM pursuant to the terms of this Agreement to the extent that any such loss, expense, damage or liability was legally caused by the negligence, intentional act or willful act or omission of TLM, including without limitation its agents, employees or others employed by TLM directly or indirectly. The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to TLM by an indemnified party. Counsel shall be reasonably selected by TLM or its insurance carriers in the reasonable discretion of TLM or its insurance carriers.

B. Client shall indemnify and hold TLM and its administrators, agents and employees harmless from and against all liability, loss, damage and expense, including reasonable attorney's fees, arising out of or resulting from the obligations of Client pursuant to the terms of this agreement to the extent that any such loss, expense, damage or liability was legally caused by the negligence, intentional act or willful act or omission of Client, including without limitation its agents, employees or others employed by Client directly or indirectly. The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to Client by an indemnified party. Counsel shall be reasonably selected by Client or its insurance carriers in the reasonable discretion of Client or its insurance carriers.

Dated: \_\_\_\_\_

The LunchMaster

\_\_\_\_\_  
By: Mike Giouzelis

Dated: \_\_\_\_\_

Rocketship Public Schools

\_\_\_\_\_  
By:

**EXHIBIT A  
MEAL SERVICE DETAIL**

1. Ingredients that may not be used within reasonable capability of TLM (TLM is a nut free facility):

Client Initials: \_\_\_\_\_

2. Beverage service shall include an assortment of 1% milk, non-fat milk, non-fat chocolate milk.

3. Special meals or medically accommodative meals shall be provided for program participants upon receipt of a medical statement (Form CNP 925) as is reasonably necessary and as described on the medical statement. Cost of said meal will be provided upon request.

4. Service shall be provided Monday through Friday unless noted below:

\_\_\_\_\_

5. The time upon which the first meal service shall begin and the time at which meal service shall be completed:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. This service requires Client to order a minimum order of 100 lunch meals per day. If Client does not meet the minimum daily order requirement a \$100.00 Delivery fee will be added to the monthly invoice for each day that 100 Lunch Meals were not delivered.

9. Field Trip:

See Paragraph 8.

10. Cancellation and refund policy: see Sections 3 and 10 of this Agreement.

11. Service Locations:

- Rocketship Discovery Prep: 370 Wooster Ave, San Jose, CA 95116
- Rocketship Brilliant Minds: 2960 Story Rd, San Jose, CA 95127
- Rocketship Si Se Puede: 2249 Dobern Ave, San Jose, CA 95116
- Rocketship Los Sueños: 331 S 34th St, San Jose, CA 95116
- Rocketship Fuerza Community Prep: 70 S Jackson Ave, San Jose, CA 95116
- Rocketship Delta Prep: 1700 Cavallo Rd, Antioch, CA 94509
- Rocketship Futuro Academy: 2351 Olivera Rd, Concord, CA 94520

**EXHIBIT B  
PRICING GRID**

<b>Meal Type</b>	<b>Price Per Meal 2024-2025</b>
<b>Breakfast</b>	\$2.35
<b>Regular Lunch (K-8)</b>	\$3.55
<b>Snack</b>	\$1.10
<b>Field Trip Lunch</b>	\$3.55
<b>Seamless Summer Lunch</b>	\$2.60 Breakfast \$4.10 Lunch

- 1. Meals for Staff Members: priced upon request.**
- 2. Soymilk per meal (non-medically required): priced upon request.**
- 3. Please note that a \$100.00 delivery fee, per day, will be added to delivery dates that do not meet the 100-lunch meal order minimum. This includes Summer School.**
- 4. Special dietary required meals may be purchased and price will be provided upon request.**

**Supplies & Condiments delivered each day of service at no additional cost:**

Ketchup  
Mustard  
Mayonnaise  
Taco Sauce  
Soy Sauce  
Ranch  
BBQ Sauce  
Spork Packet (includes spork and napkin)

**Supplies & Condiments available for an additional cost:**

Trays / Boats  
Tapatio  
Tajin  
Cholula Sauce

**STANDARD AGREEMENT TO FURNISH FOOD SERVICE  
BETWEEN A NATIONAL SCHOOL LUNCH RECEIVING SPONSOR  
AND A FOOD SERVICE VENDOR/MEAL PROVIDER**

THIS ENTERED INTO ON THIS FIRST DAY OF \_\_\_\_\_, \_\_\_\_\_ BY  
MONTH YEAR

AND BETWEEN ROCKETSHIP EDUCATION DBA ROCKETSHIP PUBLIC SCHOOLS, HEREINAFTER REFERRED TO AS THE  
NAME OF RECEIVING SCHOOL FOOD AUTHORITY "SFA"

SFA, AND BIGBREAK, LLC DBA) CHEFABLES, HEREINAFTER REFERRED TO AS THE  
NAME OF VENDOR/FOOD SERVICE MANAGEMENT COMPANY "VENDOR"  
VENDOR.

**WHEREAS**, IT IS NOT WITHIN THE CAPABILITY OF THE SFA TO PREPARE SPECIFIED MEALS UNDER THE NSLP FOR ENROLLED PARTICIPANTS; AND

**WHEREAS**, THE FACILITIES AND CAPABILITIES OF THE VENDOR ARE ADEQUATE TO PREPARE SPECIFIED MEALS FOR THE SFA'S FACILITY(IES); AND

**WHEREAS**, THE VENDOR IS WILLING TO PROVIDE SUCH SERVICES TO THE SFA ON A COST REIMBURSEMENT BASIS.

**THEREFORE**, BOTH PARTIES HERETO AGREE AS FOLLOWS:

**THE VENDOR AGREES TO:**

- PREPARE THE MEALS (INCLUSIVE) OF MILK FOR Please see Exhibit A  
NAME OF SITE (ATTACH SHEET IF MULTIPLE)  
DELIVERY TO SFA AT Please see Exhibit A BY \_\_\_\_\_  
ADDRESS TIME  
EACH weekday, IN ACCORDANCE WITH THE NUMBER OF MEALS REQUESTED AND  
\* WEEKDAY OR SPECIFIC DAYS AS APPROPRIATE

AT THE COST(S) PER MEAL LISTED BELOW:

BREAKFAST	<u>\$2.20/2.35(SSO)</u>	EACH	LUNCH	<u>\$3.44/3.85(SSO)</u>	EACH
SUPPLEMENT/SNACK	<u>\$0.96</u>	EACH	SUPPER	<u>N/A</u>	EACH

- PLEASE SEE EXHIBIT B FOR PRICING ASSUMPTIONS, ATTACHED HERETO AND FULLY INCORPORATED HEREIN.

- ASSURE THE SFA THAT NO TITLE III(C) FUNDS HAVE BEEN APPLIED TO THE COST OF OR TITLE III(C) COMMODITIES USED FOR THE PREPARATION OF THESE MEALS.

- 
3. PROVIDE THE SFA, FOR APPROVAL, A PROPOSED MENU FOR EACH MONTH AT LEAST\* 10 DAYS PRIOR TO THE BEGINNING OF THE MONTH TO WHICH THE MENU APPLIES. OFFERINGS MAY BE SUBJECT TO CHANGE AFTER SFA APPROVAL WITH LITTLE OR NO NOTICE BASED ON PRODUCT AVAILABILITY, SUPPLY CHAIN DISRUPTIONS, OR WHEN QUALITY INSPECTIONS BY VENDOR DEEM AN OFFERING NOT ACCEPTABLE. ALL CHANGES WILL BE NSLP COMPLIANT AND DOCUMENTED ON THE DELIVERY RECEIPTS.
  4. ASSURE THAT EACH MEAL PROVIDED TO THE SFA UNDER THIS CONTRACT MEETS THE MINIMUM REQUIREMENTS AS TO THE NUTRITIONAL CONTENT AS SPECIFIED BY THE NATIONAL SCHOOL LUNCH PROGRAM.
  5. MAINTAIN COST RECORDS SUCH AS INVOICES, RECEIPTS, AND/OR OTHER DOCUMENTATION THAT SHOWS THE PURCHASE, OR AVAILABILITY TO THE VENDOR, OF MEAL COMPONENTS, AS ITEMIZED IN THE MEAL PREPARATION RECORDS.
  6. MAINTAIN FULL AND ACCURATE RECORDS WHICH DOCUMENT: (1) THE MENUS LISTING ALL MEALS PROVIDED TO THE SFA DURING THE TERM OF THIS CONTRACT; (2) A LISTING OF ALL NUTRITIONAL COMPONENTS OF EACH MEAL; AND (3) AN ITEMIZATION OF THE QUANTITIES OF EACH COMPONENT USED TO PREPARE SAID MEAL. THE VENDOR AGREES TO PROVIDE MEAL PREPARATION DOCUMENTATION BY USING YIELD FACTORS FOR EACH FOOD ITEM AS LISTED IN THE U. S. DEPARTMENT OF AGRICULTURE (USDA) FOOD BUYING GUIDE WHEN CALCULATING AND RECORDING THE QUANTITY OF FOOD PREPARED FOR EACH MEAL.
  7. MAINTAIN, ON A DAILY BASIS, AN ACCURATE COUNT OF THE NUMBER OF MEALS, BY MEAL TYPE, PREPARED FOR THE SFA. MEAL COUNT DOCUMENTATION MUST INCLUDE THE NUMBER OF MEALS REQUESTED BY THE SFA.
  8. ALLOW THE SFA TO INCREASE OR DECREASE THE NUMBER OF MEAL ORDERS, AS NEEDED, WHEN THE REQUEST IS MADE WITHIN\* 72 HOURS OF THE SCHEDULED DELIVERY TIME.
  9. PRESENT TO THE SFA AN INVOICE, ACCOMPANIED BY REPORTS, NO LATER THAN THE\* 10 DAY OF EACH MONTH THAT ITEMIZES THE PREVIOUS MONTH'S DELIVERY. THE VENDOR AGREES TO FORFEIT PAYMENT FOR MEALS WHICH ARE NOT READY WITHIN ONE HOUR OF THE AGREED UPON DELIVERY TIME, ARE SPOILED OR UNWHOLESOME AT THE TIME OF DELIVERY, DO NOT MEET DETAILED FOOD COMPONENT SPECIFICATIONS AS DEVELOPED BY THE SFA FOR THE MEAL PATTERN, OR DO NOT OTHERWISE MEET THE MEAL REQUIREMENTS CONTAINED IN THIS AGREEMENT. SFA WILL PROVIDE WRITTEN NOTICE OF SUCH REQUEST.
  10. PROVIDE THE SFA WITH A COPY OF CURRENT HEALTH CERTIFICATIONS FOR THE FOOD SERVICE FACILITY IN WHICH IT PREPARES MEALS FOR USE IN THE NSLP. THE VENDOR SHALL ENSURE THAT ALL HEALTH AND SANITATION REQUIREMENTS OF THE CALIFORNIA *RETAIL FOOD CODE* FACILITIES LAW AND CHAPTER 4 OF THE CALIFORNIA *HEALTH AND SAFETY CODE* ARE MET AT ALL TIMES.
  11. OPERATE IN ACCORDANCE WITH ALL APPLICABLE STATUTES AND REGULATIONS, INCLUDING (BUT NOT LIMITED TO) THE FOLLOWING:
    - A. ALL CURRENT NSLP REGULATIONS.
    - B. ALL PROVISIONS OF 7 CFR 210.21(D), BUY AMERICAN PROVISION OF THE NATIONAL SCHOOL LUNCH PROGRAM. THE DISTRICT/STATE AGENCY/TERRITORY PARTICIPATES IN THE NATIONAL SCHOOL LUNCH PROGRAM AND SCHOOL BREAKFAST PROGRAM AND IS REQUIRED TO USE THE NONPROFIT FOOD SERVICE FUNDS, TO THE MAXIMUM EXTENT PRACTICABLE, TO BUY DOMESTIC COMMODITIES OR PRODUCTS FOR PROGRAM MEALS. A 'DOMESTIC COMMODITY OR PRODUCT' IS DEFINED AS ONE THAT IS EITHER PRODUCED IN THE U.S. OR IS PROCESSED IN THE U.S. SUBSTANTIALLY (51% OR MORE BY WEIGHT OR VOLUME) USING AGRICULTURAL COMMODITIES THAT ARE PRODUCED IN THE U.S. AS PROVIDED IN 7 CFR 210.21(D)." A
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CERTIFICATION OF DOMESTIC ORIGIN FOR PRODUCTS WHICH DO NOT HAVE COUNTRY OF ORIGIN LABELS IS REQUIRED.

- C. VENDOR SHALL ASSURE THAT EACH MEAL PROVIDED TO SFA UNDER THIS AGREEMENT MEETS THE MINIMUM REQUIREMENTS FOR REIMBURSABLE MEALS THAT MEET THE PUBLIC LAW 111-296, THE HEALTHY, HUNGER-FREE KIDS ACT OF 2010 (HHFKA). VENDOR WILL FOLLOW THE SINGLE FOOD-BASED MENU PLANNING (FBMP) MEAL PATTERNS AS DESCRIBED IN 7 CFR §210.10 FOR NSLP AND §220.8 FOR SBP. THE MEAL SHALL INCLUDE THE FOLLOWING COMPONENTS: FRUITS, VEGETABLES, GRAINS, MEAT/MEAT ALTERNATES, AND MILK. VENDOR SHALL MEET GRADE LEVEL CALORIC, SATURATED FAT, SODIUM, AND TRANS-FAT REQUIREMENTS.
  - D. BOTH THE SFA AND VENDOR AGREE THAT NO CHILD WHO PARTICIPATES IN THE NATIONAL SCHOOL LUNCH PROGRAM (NSLP), SCHOOL BREAKFAST PROGRAM (SBP) WILL BE DISCRIMINATED AGAINST ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, AGE, SEX, OR DISABILITY. STATE AGENCIES AND SFAS SHALL COMPLY WITH THE REQUIREMENTS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964; TITLE IX OF THE EDUCATION AMENDMENTS OF 1972; SECTION 504 OF THE REHABILITATION ACT OF 1973; THE AGE DISCRIMINATION ACT OF 1975; DEPARTMENT OF AGRICULTURE REGULATIONS ON NONDISCRIMINATION (7 *CFR*, PARTS 15, 15A, AND 15B); AND FNS INSTRUCTION 113-1 (7 *CFR*, SECTION 210.23[B]).
  - E. VENDOR SHALL COMPLY WITH ALL LAWS, ORDINANCES, RULES, AND REGULATIONS OF ALL APPLICABLE FEDERAL, STATE, COUNTY, AND CITY GOVERNMENTS, BUREAUS, AND AGENCIES REGARDING PURCHASING, SANITATION, HEALTH, AND SAFETY FOR THE FOOD SERVICE OPERATIONS AND SHALL PROCURE AND MAINTAIN ALL NECESSARY LICENSES AND PERMITS. THE SFA SHALL COOPERATE, AS NECESSARY, IN VENDOR'S COMPLIANCE EFFORTS.
  - F. VENDOR SHALL COMPLY WITH ALL APPLICABLE FEDERAL REGULATIONS IN 2 *CFR*, PARTS 200 AND 400 AND 7 *CFR*, PARTS 210 (NSLP), 220 (SBP), 245 (DETERMINING ELIGIBILITY FOR FREE AND REDUCED PRICE MEALS AND FREE MILK IN SCHOOLS) AS APPLICABLE, 250 (DONATION OF FOODS FOR USE IN THE UNITED STATES, ITS TERRITORIES AND POSSESSIONS AND AREAS UNDER ITS JURISDICTION), USDA FNS INSTRUCTIONS AND POLICY, FEDERAL LAWS AND REGULATIONS, CALIFORNIA *EDUCATION CODE (EC)*, AND CALIFORNIA LAWS AND REGULATIONS, WHERE APPLICABLE.
  - G. VENDOR WARRANTS AND CERTIFIES THAT IN THE PERFORMANCE OF THIS CONTRACT, IT WILL COMPLY WITH THE RULES AND REGULATIONS OF THE CDE AND THE USDA, AND ANY ADDITIONS OR AMENDMENTS THERETO, INCLUDING BUT NOT LIMITED TO 2 *CFR*, PARTS 200 AND 400, AND 7 *CFR*, PARTS 210, 215, 220, 245, 250, AND USDA FNS INSTRUCTION AND POLICY, AS APPLICABLE. VENDOR AGREES TO INDEMNIFY THE SFA AND THE CDE AGAINST ANY LOSS, COST, DAMAGE, OR LIABILITY BY REASON OF VENDOR'S VIOLATION OF THIS PROVISION.
  - H. VENDOR SHALL COMPLY WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED; USDA REGULATIONS IMPLEMENTING TITLE IX OF THE EDUCATION AMENDMENTS; SECTION 504 OF THE REHABILITATION ACT OF 1973; AND ANY ADDITIONS OR AMENDMENTS TO ANY OF THESE REGULATIONS, AND STATUTES.
  - I. THE SFA AND VENDOR SHALL COMPLY WITH ALL APPLICABLE STANDARDS, ORDERS, OR REGULATIONS ISSUED. FOR CONTRACTS IN EXCESS OF \$150,000, THE SFA AND VENDOR SHALL COMPLY WITH THE CLEAN AIR ACT (42 U.S.C. SECTIONS 7401 ET SEQ.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. SECTION 1251) AS AMENDED (APPENDIX II TO 2 *CFR*, PART 200).
12. RETAIN ALL REQUIRED RECORDS FOR A PERIOD OF THREE YEARS AFTER THE END OF THE FISCAL YEAR TO WHICH THEY PERTAIN (OR LONGER, IF AN AUDIT IS IN PROGRESS) AND, UPON REQUEST, MAKE ALL ACCOUNTS AND RECORDS PERTAINING TO THE AGREEMENT AVAILABLE TO THE SFA, REPRESENTATIVES OF THE CALIFORNIA DEPARTMENT OF



EDUCATION, THE USDA, AND THE U.S. GENERAL ACCOUNTING OFFICE FOR AUDIT OR ADMINISTRATIVE REVIEW AT A REASONABLE TIME AND PLACE.

13. NOT SUBCONTRACT FOR THE TOTAL MEAL, WITH OR WITHOUT MILK, OR FOR THE ASSEMBLY OF THE MEAL.
  
14. VENDOR SHALL NOT PERMIT ANY OF ITS PERSONNEL TO COME IN CONTACT WITH SFA'S STUDENTS UNTIL BOTH THE DEPARTMENT OF JUSTICE AND THE FEDERAL BUREAU OF INVESTIGATION HAVE ASCERTAINED THAT THE INDIVIDUAL HAS NOT BEEN CONVICTED OF A VIOLENT OR SERIOUS FELONY. VENDOR SHALL ALSO ABIDE BY ANY OTHER FEDERAL AND STATE BACKGROUND CHECK AND CLEARANCE REQUIREMENTS THAT PERTAIN TO INDIVIDUALS WORKING IN A PUBLIC ELEMENTARY SCHOOL SETTING. VENDOR SHALL CERTIFY IN WRITING TO SFA THAT IT HAS COMPLETED ALL STATUTORY BACKGROUND CHECK AND CLEARANCE REQUIREMENTS AND THAT NONE OF ITS EMPLOYEES WHO MAY COME IN CONTACT WITH SFA STUDENTS HAVE BEEN CONVICTED OF A VIOLENT OR SERIOUS FELONY, AS DEFINED BY STATE LAW.

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**THE VENDOR CERTIFIES:**

1. NEITHER IT NOR ITS PRINCIPALS ARE PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM PARTICIPATION IN THIS TRANSACTION BY ANY FEDERAL DEPARTMENT OR AGENCY.
2. AS REQUIRED BY THE STATE DRUG-FREE WORKPLACE ACT OF 1990 (*GOVERNMENT CODE*, SECTION 8350 ET. SEQ.) AND THE FEDERAL DRUG-FREE WORKPLACE ACT OF 1988, AND IMPLEMENTED AT TITLE 34, *CODE OF FEDERAL REGULATIONS* (34 *CFR*), PART 85, SUBPART F, FOR GRANTEES, AS DEFINED AT 34 *CFR*, PART 85, SECTIONS 85.605 AND 85.610, THE BIDDER CERTIFIES THAT IT WILL CONTINUE TO PROVIDE A DRUG-FREE WORKPLACE.

**THE SFA AGREES TO:**

1. REQUEST BY NO LATER THAN 72-HOURS AN ACCURATE NUMBER OF  
TIME OF DAY AND DAY OF WEEK  
MEALS TO BE DELIVERED TO THE SFA ON EACH WEEKDAY. NOTIFY THE  
WEEKDAY OR SPECIFIC DAYS AS APPROPRIATE  
VENDOR OF NECESSARY INCREASES OR DECREASES IN THE NUMBER OF MEAL ORDERS WITHIN\* 72 HOURS OF THE SCHEDULED DELIVERY TIME. ERRORS IN MEAL ORDER COUNTS MADE BY THE SFA SHALL BE THE RESPONSIBILITY OF THE SFA. SINCE VENDOR PREPARES FOOD FRESH, FOOD ORDERED VERY LATE OR CANCELLED WITH VERY LITTLE NOTICE MAY INCUR CHARGES. SFA IS RESPONSIBLE FOR MAINTAINING HOLIDAY/DAYS OFF CALENDAR AND REPORTING TO VENDOR. MEALS ORDERED OR DROPPED ON A HOLIDAY WILL BE THE RESPONSIBILITY OF THE SFA IF UNREPORTED. Notwithstanding the foregoing, SFA shall contact Vendor to report inclement weather-related interruptions to service, including multiple day events. Inclement weather consists of conditions caused by rain, snow, wind or other systems resulting in the closure of service site(s). For meals properly cancelled due to inclement weather by 10 a.m., the day preceding the scheduled day of delivery, Vendor shall credit SFA for all meals cancelled. Vendor shall assume that service will occur as scheduled if it is not cancelled. For meals cancelled after 10am, the day preceding the scheduled day of delivery, SFA will be charged 75% of meal cost for all cancellations requested within 24 hours of emergency notification. All subsequent cancelled orders related to the same emergency will not be invoiced.
2. ENSURE THAT AN SFA REPRESENTATIVE RECEIVES THE MEALS FOR EACH SITE, AT THE SPECIFIED TIME ON EACH SPECIFIED DAY. THIS INDIVIDUAL WILL INSPECT AND SIGN FOR THE REQUESTED NUMBER OF MEALS. THIS INDIVIDUAL WILL VERIFY THE TEMPERATURE, QUALITY, AND QUANTITY OF EACH MEAL DELIVERED. THE SFA ASSURES THE VENDOR THAT THIS INDIVIDUAL WILL BE TRAINED AND KNOWLEDGEABLE IN THE RECORD KEEPING AND MEAL REQUIREMENTS OF THE NSLP, AND IN HEALTH AND SANITATION PRACTICES. UPON DELIVERY SFA IS RESPONSIBLE FOR MAINTAINING THE PROPER TEMPERATURE OF THE MEAL COMPONENTS UNTIL THEY ARE CONSUMED.
3. SFA SHALL HAVE STATE OR LOCAL HEALTH CERTIFICATIONS AS NEEDED FOR EACH OF THEIR SITES AND SHALL MAINTAIN CERTIFICATION FOR THE DURATION OF THE AGREEMENT. PROVIDE PERSONNEL TO SERVE MEALS, CLEAN THE SERVING AND EATING AREAS, AND ASSEMBLE TRANSPORT CARTS AND AUXILIARY ITEMS FOR RETURN TO THE VENDOR NO LATER THAN NEXT DAY.  
TIME EACH DAY
4. NOTIFY THE VENDOR WITHIN 3 DAYS OF RECEIPT OF THE NEXT MONTH'S PROPOSED MENU OF ANY CHANGES, ADDITIONS, OR DELETIONS, WHICH WILL BE REQUIRED IN THE MENU REQUEST.

5. PROVIDE THE VENDOR WITH A COPY OF NSLP COMPLIANCE SCHEDULES; AND ALL OTHER TECHNICAL ASSISTANCE MATERIALS PERTAINING TO THE FOOD SERVICE REQUIREMENTS OF THE NSLP. THE SFA WILL, WITHIN 24 HOURS OF RECEIPT FROM THE STATE SFA, ADVISE THE VENDOR OF ANY CHANGES IN THE FOOD SERVICE REQUIREMENTS OF THE NSLP. IN THE CASE OF AUDIT, SFA WILL NOTIFY VENDOR WITHIN (3) BUSINESS DAYS OF RECEIVING NOTICE. SFA SHALL BE RESPONSIBLE OF FORWARDING THE WRITTEN NOTIFICATION FROM THE GOVERNING ENTITY SO THAT VENDOR IS POSITIONED TO BEST SUPPORT THE REQUISITION REQUEST AND TAILOR THE SUPPORT. TYPICAL DOCUMENT REQUISITION IN A FORMAL AUDIT INCLUDES SUPPORT WITH MENUS, DELIVERY RECEIPTS/RECORDS, RECIPES, LABELS AND PRODUCT FORMULATION STATEMENTS. ASSISTANCE OF EXTRAORDINARY NATURE MAY INCUR CONSULTATIVE FEES.

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6. PROVIDE THE VENDOR WITH A COPY OF NSLP COMPLIANCE SCHEDULES; AND ALL OTHER TECHNICAL ASSISTANCE MATERIALS PERTAINING TO THE FOOD SERVICE REQUIREMENTS OF THE NSLP. THE SFA WILL, WITHIN 24 HOURS OF RECEIPT FROM THE STATE SFA, ADVISE THE VENDOR OF ANY CHANGES IN THE FOOD SERVICE REQUIREMENTS OF THE NSLP. IN THE CASE OF AUDIT, SFA WILL NOTIFY VENDOR WITHIN (3) BUSINESS DAYS OF RECEIVING NOTICE. SFA SHALL BE RESPONSIBLE OF FORWARDING THE WRITTEN NOTIFICATION FROM THE GOVERNING ENTITY SO THAT VENDOR IS POSITIONED TO BEST SUPPORT THE REQUISITION REQUEST AND TAILOR THE SUPPORT. TYPICAL DOCUMENT REQUISITION IN A FORMAL AUDIT INCLUDES SUPPORT WITH MENUS, DELIVERY RECEIPTS/RECORDS, RECIPES, LABELS AND PRODUCT FORMULATION STATEMENTS. ASSISTANCE OF EXTRAORDINARY NATURE MAY INCUR CONSULTATIVE FEES.

Standard payment terms are net thirty (30) days upon receipt of an approved, undisputed itemized invoice. THE SFA AGREES TO NOTIFY THE VENDOR WITHIN 48 HOURS OF RECEIPT OF ANY DISCREPANCY IN THE INVOICE. Unpaid invoices, without an active and recognized discrepancy or dispute, may be assessed a 1.5% per month penalty fee on the 15th calendar day past the due date. FOR AVOIDANCE OF DOUBT, FAILURE TO PAY AN INVOICE IS CONSIDERED A MATERIAL BREACH OF THIS AGREEMENT.

**TERMS OF THE AGREEMENT:**

THIS AGREEMENT WILL TAKE EFFECT COMMENCING \_\_\_\_\_ AND SHALL BE FOR A PERIOD  
DATE

OF ONE CALENDAR YEAR. PRIOR TO THE END OF TERM, THE PARTIES MAY RENEW THIS AGREEMENT FOR AN ADDITIONAL ONE (1) YEAR PERIOD UPON MUTUAL WRITTEN AGREEMENT. ALL TERMS AND CONDITIONS OF THIS AGREEMENT SHALL REMAIN IN EFFECT UPON RENEWAL UNLESS OTHERWISE MUTUALLY AGREED UPON IN WRITING BY THE PARTIES. EITHER PARTY ALSO MAY TERMINATE THIS AGREEMENT, EFFECTIVE IMMEDIATELY UPON WRITTEN NOTICE TO THE OTHER PARTY, IN THE EVENT THAT THE OTHER PARTY BREACHES THIS AGREEMENT, AND SUCH BREACH IS INCAPABLE OF CURE, OR WITH RESPECT TO A BREACH CAPABLE OF CURE, THE BREACHING PARTY DOES NOT CURE SUCH BREACH WITHIN TEN (10) DAYS AFTER RECEIPT OF WRITTEN NOTICE OF SUCH BREACH. VENDOR WILL BE PAID WITHIN 30 DAYS FOR ANY MEALS AND SERVICES PROVIDED THROUGH THE EFFECTIVE TERMINATION DATE OF SERVICE.

THIS AGREEMENT MAY BE TERMINATED, IN WHOLE OR IN PART, FOR CONVENIENCE BY THE SFA WITH THE CONSENT OF VENDOR, IN WHICH CASE THE TWO PARTIES SHALL AGREE UPON THE TERMINATION CONDITIONS, INCLUDING THE EFFECTIVE DATE AND, IN THE CASE OF PARTIAL TERMINATION, THE PORTION TO BE TERMINATED (2 CFR, SECTION 200.339[A][3]). THE AGREEMENT MAY ALSO BE TERMINATED, IN WHOLE OR IN PART, BY VENDOR UPON WRITTEN NOTIFICATION TO THE SFA, SETTING FORTH THE EFFECTIVE DATE, AND, IN THE CASE OF PARTIAL TERMINATION, THE PORTION TO BE TERMINATED. HOWEVER, IN THE CASE OF A PARTIAL TERMINATION, IF THE SFA DETERMINES THAT THE REMAINING PORTION OF THE CONTRACT WILL NOT ACCOMPLISH THE PURPOSES FOR WHICH THE CONTRACT WAS MADE, THE SFA MAY TERMINATE THE CONTRACT IN ITS ENTIRETY (2 CFR, SECTION 200.339[A][4]). THE RIGHTS OF TERMINATION REFERRED TO IN THIS AGREEMENT ARE NOT INTENDED TO BE EXCLUSIVE AND ARE IN ADDITION TO ANY OTHER RIGHTS OR REMEDIES AVAILABLE TO EITHER PARTY

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AT LAW OR IN EQUITY.

THE CONTRACT PRICE (WHICH CAN INCLUDE GENERAL AND ADMINISTRATIVE EXPENSE AND MANAGEMENT FEES) MAY BE INCREASED ON AN ANNUAL BASIS BY THE YEARLY PERCENTAGE CHANGE IN THE CONSUMER PRICE INDEX FOR ALL URBAN CONSUMERS, AS PUBLISHED BY THE U.S. DEPARTMENT OF LABOR, BUREAU OF LABOR STATISTICS, FOOD EATEN AWAY FROM HOME **SAN FRANCISCO (CPI)**. THE **DECEMBER** CPI VALUE WILL BE USED AS A REPRESENTATION OF THE CHANGE IN CPI. SUCH INCREASES SHALL BE EFFECTIVE ON A PROSPECTIVE BASIS ON EACH ANNIVERSARY DATE OF THIS CONTRACT AND WILL BE ALLOWED ONLY IF APPROVED IN ADVANCE BY THE SFA. CPI FEE INCREASES FOR THE UPCOMING CONTRACT RENEWAL YEAR MUST BE SUBMITTED TO THE SFA. OF NOTE, THE CPI FEE INCREASES SHOULD BE APPLIED TO INDIVIDUAL MEAL OR UNIT COSTS.

THE RENEGOTIATION OF PRICE TERMS UNDER THIS CONTRACT IS PERMITTED ONLY UPON THE OCCURRENCE OF UNPREDICTABLE, UNEXPECTED CONDITIONS BEYOND THE CONTROL OF BOTH PARTIES. IF THOSE CONDITIONS CREATE A SIGNIFICANT AND MATERIAL CHANGE IN THE FINANCIAL ASSUMPTIONS UPON WHICH THE PRICE TERMS OF THIS CONTRACT WERE BASED, THEN THOSE PRICE TERMS SO AFFECTED MAY BE RENEGOTIATED BY BOTH PARTIES. RENEGOTIATION OF PRICE TERMS UNDER SUCH CONDITIONS MUST BE MUTUAL AND BOTH PARTIES MUST AGREE ON ANY CHANGES IN PRICE TERMS. ANY ADJUSTMENTS SO NEGOTIATED AND AGREED UPON MUST ACCURATELY REFLECT THE CHANGE IN CONDITIONS. THE OCCURRENCE OF CONTINGENCIES THAT ARE FORESEEABLE AND PREDICTABLE, BUT NOT CERTAIN, SHOULD BE CALCULATED INTO THE DEFINED PRICE TERMS, TO THE EXTENT POSSIBLE, WITH THE GOAL OF MINIMIZING THE NEED FOR RENEGOTIATION OF PRICE TERMS DURING THE TERM OF THE CONTRACT. SUBSTANTIVE CHANGES OF THE CONTRACT WILL REQUIRE THE SFA TO REBID THE CONTRACT.

EVERY PAYMENT OBLIGATION OF THE SFA UNDER THIS CONTRACT IS CONDITIONED UPON THE AVAILABILITY OF FUNDS APPROPRIATED OR ALLOCATED FOR THE PAYMENT OF SUCH OBLIGATION. THE SFA MAY TERMINATE THIS CONTRACT AT THE END OF THE PERIOD FOR WHICH FUNDS ARE AVAILABLE IF FUNDS ARE NOT ALLOCATED AND AVAILABLE FOR THE CONTINUANCE OF THIS CONTRACT. IN THE EVENT THE SFA EXERCISES THIS PROVISION, NO LIABILITY SHALL ACCRUE TO THE SFA AND THE SFA SHALL NOT BE OBLIGATED OR LIABLE FOR ANY FUTURE PAYMENTS OR FOR ANY DAMAGES RESULTING FROM TERMINATION UNDER THIS PROVISION.

**ADDITIONAL CONTRACTUAL UNDERSTANDINGS:**

1. **Confidentiality, Publicity and Rights of Data**. During the term of this agreement, Vendor may grant to SFA a nonexclusive right to access certain proprietary materials of Vendor, including signage, food service surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed by Vendor), and similar compilations regularly used in Vendor' business operations (trade secrets). SFA shall not disclose any of Vendor' trade secrets or other confidential information, directly or indirectly, during or after the term of the agreement. SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of Vendor. All trade secrets and other confidential information shall remain the exclusive property of Vendor and shall be returned to Vendor immediately upon termination of the agreement. SFA shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures, and methods. Without limiting the forgoing and except for software provided by SFA, SFA specifically

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agrees that all software associated with the operation of the service, including without limitation, menu systems, accounting systems, and other software, are owned by or licensed to Vendor and not SFA. Furthermore, SFA's access or use of such software shall not create any right, title interest, or copyright in such software and SFA shall not retain such software beyond the termination of the agreement. In the event of any breach of this provision, Vendor shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available.

Unless otherwise required by law, subpoena or court order, neither party shall disclose any of the other party's trade secrets or other confidential information, directly or indirectly, during or after the term of the agreement. Unless otherwise required by law, subpoena or court order, neither party shall not photocopy or otherwise duplicate any such material without the prior written consent of the other party.

Vendor has no right or license to use SFA's trademarks, service marks, trade names, trade names, logos, symbols or brand names without SFA's prior written consent. In addition, Vendor shall not use the name of SFA in any statement, promotional materials (including on Vendor's website) or in any published materials in a manner which states or implies support for or an endorsement of Vendor by SFA, unless SFA provides prior written consent.

This provision shall survive termination of this agreement.

2. **Insurance.** SFA will keep and maintain commercial general liability insurance in an amount no less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate and will provide Vendor with a certificate evidencing insurance in the amount, and specifying that the coverage will not be canceled or modified without thirty (30) days prior written notice to Vendor. Vendor will keep and maintain commercial general liability insurance in an amount no less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate for any liability resulting from incidents of improper product preparation, contamination or transport and will provide SFA with a certificate evidencing insurance in the amount, naming SFA as an additional insured and specifying that the coverage will not be canceled or modified without thirty (30) days prior written notice to SFA.
3. **Provisions.** The following list of additional provisions will assist SFA and Vendor to manage the process.
  - 3.1. Vendor will not supply items such as condiments, eating utensils, paper items, additional milk, etc. unless separately contracted.
  - 3.2. SFA is responsible for monitoring food offerings and providing medically adequate meals to students with any allergy/special diet needs.
  - 3.3. SFA acknowledges that Program food might be made on equipment that also manufactures products containing peanuts, eggs, shellfish, milk, wheat, and tree nuts.
  - 3.4. Vendor reserves the right to substitute stated menu items on the meal plan or snack option if it becomes unavailable in the market or due to unforeseen circumstances.
  - 3.5. SFA agrees that meal plans and snack options are intended for consumption at site. Vendor will deliver food labeled for the day of intended use. Prepared foods that are not consumed on the day of intended use will be properly disposed of by SFA. "Leftovers" may not be removed from the site and Vendor will not be responsible for food items removed without knowledge and prior consent.
  - 3.6. Vendor meals are not intended or labelled for retail sale.
4. **Time of Essence.** Time is of the essence in the performance of this Agreement.

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5. **Notices.** All change orders, notices, demands, requests, exercises, and other communications under this Agreement shall be in writing and sent

If to Vendor:  
Bigbreak, LLC  
PO Box 288  
South San Francisco, CA 94083  
Email: info@chefables.com

If to SFA:  
Rocketship Education  
2001 Gateway PL #230E  
San Jose, CA 95110

These addresses may be changed by written notice to the other party.

6. **Indemnification by Vendor.** Vendor hereby agrees to defend, indemnify and hold harmless SFA, and its directors, officers, and employees for, from and against each claim, loss, liability, cost and expense (including reasonable attorney's fees and expenses), directly or indirectly relating to, resulting from or arising out of any material breach by Vendor of any of the provisions of this Agreement or any act or failure to act by Vendor in connection with the transaction contemplated by this Agreement which constitutes negligence, bad faith, or willful misconduct.
7. **Indemnification by SFA.** SFA hereby agrees to defend, indemnify and hold harmless Vendor for, from and against each claim, loss, liability, cost and expense (including reasonable attorney's fees and expenses), directly or indirectly relating to, resulting from or arising out of any material breach by SFA of any of the provisions of this Agreement or any act or failure to act by SFA in connection with the transaction contemplated by this Agreement which constitutes negligence, bad faith, or willful misconduct.
8. **Indemnified Parties.** Any indemnification contained in this Agreement for the benefit of a party shall extend to the officers, partners, members, employees, and agents of the party. In the event a party incurs any expenses, damages or other liabilities in connection with the performance or non-performance of any term or provision hereof or otherwise incurs indemnification obligations under this section, such party's liability to the other party shall not exceed the payments actually paid to Vendor. In no event will either party be liable for any special, incidental, consequential or indirect damages or damages for lost profits arising in any way out of this Agreement, however caused and on any theory of liability. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the failure of essential purpose of any remedies available to either party.
9. **Cooperation of the Parties.** Vendor and SFA agree to cooperate fully, to work in good faith, and to mutually assist each other in the performance of this agreement. In connection herewith, the parties shall meet to resolve problems associated with this agreement. Neither party will unreasonably withhold its approval of any act or request of the other to which the party's approval is necessary or desirable.
10. **Warranties and Limitations.** The Vendor makes no warranties or representations to SFA other than those printed hereon. The Vendor shall not be liable for non-performance of this contract when such non-performance is attributable to utility disruption, fire, labor troubles, disputes or strikes, accidents, government (Federal, State and Municipal) regulations of, or restriction upon travel or transportation, non-availability of food, beverage, or supplies, riots, national emergencies, acts of God and other causes whether enumerated herein or not, which are beyond the reasonable control of the Vendor, preventing or interfering with the Vendor's performance. In

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such event, the Vendor shall not be liable to SFA for any damages, whether actual or consequential, which may result from such non-performance.

11. **Force Majeure.** Neither Vendor nor SFA shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this agreement, "force majeure" means acts of God; acts of the public enemy; acts of a governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes, freight embargoes, or illegality. If any of the above causes an inability for Vendor to deliver meals, SFA will not be responsible for the cost of un-delivered meals. However, Vendor may suggest an alternative meal solution e.g. delivery from a local pizza parlor, in which case, SFA shall be fully responsible for payment of the alternate meal solution. SFA shall also be fully responsible for meals delivered but damaged by any of the above causes.
12. **Assignment.** In the event all or substantially all of Vendor' assets are acquired by another company, Vendor shall notify SFA in writing. Within 30 days, SFA has the right to continue service under the guidance of the acquirer, or terminate the agreement.
13. **Counterparts.** This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
14. **Successors.** This Agreement shall be binding on and inure to the benefit of the parties, and their respective heirs, personal representatives, successors, and assigns.
15. **Third-Party Rights.** Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.
16. **Construction.** Headings at the beginning of each section and subsection are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Agreement. The singular form shall include plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to Sections are to this Agreement.
17. **Severability.** If any provision of this Agreement shall be held or made invalid by a court decision, statute, rule or otherwise, the remainder of the Agreement shall not be affected thereby and shall remain in full force and effect as if the invalidated provision had not been included herein.
18. **Modification and Amendment.** This agreement is subject to such modifications as may be required by changes in Federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this agreement shall be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.
19. **Survival of Certain Terms:** Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this agreement and the exhibits and/or attachments hereto which may require continued performance, compliance, or effect beyond the termination or expiration date of the agreement shall survive such termination or expiration date and shall be enforceable as provided herein.

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20. **Applicable Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of California.
21. **Entire Agreement.** This Agreement may not be amended or modified except in writing and agreed to by both parties. This Agreement represents the entire understanding between the parties, and all prior discussions and negotiations are merged within it.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATES INDICATED BELOW:**

VENDOR OFFICIAL SIGNATURE	SFA OFFICIAL SIGNATURE
VENDOR OFFICIAL NAME (PLEASE TYPE) BIGBREAK, LLC DBA) CHEFABLES	SFA OFFICIAL NAME (PLEASE TYPE)
TITLE Lesley Kohn, Executive Director	TITLE
PHONE NUMBER 888-808-2433	PHONE NUMBER
DATE	DATE

**EXHIBIT A: Delivery Logistics (can add more when operations / implementation occurs -- e.g., site info, contact info, delivery time windows, etc.)**

**Sites to serve:**



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RSED campuses:

- Rocketship Redwood City
- Rocketship Mosaic Elementary
- Rocketship Spark Academy
- Rocketship Rising Stars
- Rocketship Mateo Sheedy
- Rocketship Alma Academy

**EXHIBIT B: Additional Pricing Assumptions**

- 1) Chefables will do hot and cold menus as well as vegetarian and allergy substitute compliant offerings. Food will arrive at SFA cold. Each drop will come in advance of service so that SFA has time to retherm "hot" menu trays each day prior to service. Breakfast time is therefore flexible to the SFA as they are not "waiting" on food drop. The pricing assumes milk 2-types and essential serveware for service: sporks, napkins, bowls for cereal. If additional serveware is requested - Chefables will work with SFA to curate a punchlist/stable price list.**
- 2) Chefables will substitute NSLP compliant lunches for Field trips at the unit price levels stated. The food will come individually wrapped but not in "individual bags" as they are hard to fit into refrigeration safely.**
- 3) Chefables will substitute "allergy" or "special needs" lunches at the unit price levels stated plus any added packaging costs.**
- 4) Chefables will substitute specialty fluid milk and bottle water for allergies, and special needs at cost.**

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- 5) Chefables assumed number of students and days but understands that actual days/servings may vary. And that the award may be split.
- 6) Chefables reserves the right to change the menu due to unforeseen circumstances and without prior approval but will document day changes on delivery receipts and production records. All changes will be in 100% compliance with SBP/NSLP meal patterns and requirements.
- 7) Chefables reserves the right to use proprietary packaging other than listed in RFP as long as it complies with local health safety/standards.
- 8) Chefables insures wholesomeness of food at delivery and stringently follows state and local health codes. Temperature requirements stated in Cal Code Chapter 4, Article 2, Section 114000 will be stringently followed in all delivery processes.
- 9) Chefables proprietary ordering/record keeping system allows SFAs to place food counts/orders in weekly with 72 hours' notice. Our proprietary systems are in 100% compliance with NSLP and CDE requirements.
- 10) Per RFP, condiments to be supplied to sites with specific meals will be stated on the menu. Additional condiments required by SFA can be purchased from Chefables by quote.
- 11) Chefables will follow SBP/NSLP (TK-5, K-5, and TK-4) meal patterns, food quantities for students and address the unique grades and specific food requirements (Sodium, Calories, Fat) of each grade.
- 12) Chefables assumes that all sites awarded will have refrigeration and retherming capability. We will work with SFA, to help you to identify any additional equipment required that you need to procure. Additionally, detailed delivery schedules will be collaborated with SFA and stated in Exhibit A.

To: Board Members  
From: Preston Smith, Co-Founder & CEO  
Date: March 6, 2024  
Re: CEO's Update

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

## QUALITY SCHOOLS

Operate high-performing elementary schools to enable Rocketeers to matriculate to middle school on a college-ready trajectory and put pressure on the systems of schools in RPS communities to improve quality.

All Rocketship schools strive for large academic gains each year because we know it's the only way historically underserved communities can catch up with their national peers and thus are able to fully unleash their potential.

As we look to our current school year, our Rocketeers recently took the NWEA MAP, a nationally normed test, to gauge our growth and compare our performance across all regions. We administer this assessment three times a year (fall, winter, spring) and our mid-year results provide an important indicator of progress and areas requiring additional focus.

Overall, our Rocketeers and team have been incredibly committed and persistent in the first semester as we have shifted to new curricula in our Humanities block, STEM block, and interventions, which has also included the integration of new assessments, data, online learning programs, and more. It has been a seismic shift in our overall program and model and required a tremendous amount of rapid learning for our team members at all levels. As a reminder, up until this year we developed our own high-quality curricula, grounded in best practices and research, that were designed to fuel our personalized approach to learning. It led to gap-busting results over our first 16 years. That said, it became increasingly complex to annually refine these curricula, especially across multiple regions, and provide the resources to onboard and support our teachers to successfully implement (i.e., videos, tools, resources, etc.). We built our own curricula out of necessity. There were no curriculum companies that could meet the needs of our model. But curriculum companies have caught up overtime and we are now able to adopt external curricula and significantly increase our focus on coaching, professional development, and on the ground execution, which we believe is key to our ability to more effectively enable our talent to thrive and be more successful, more quickly.



Deploying new curricula is a massive change management initiative. We anticipated our results may slip back during the transition before we start to see more accelerated gains. By and large, our mid-year achievement was similar to last year. In Math and ELA, our Rocketeers grew an average of 1 to ~1.10 years from fall to winter.

- Our Nashville region continues to demonstrate strong progress. Our Nashville Rocketeers led the network in increasing the percentage of Rocketeers at the 67th percentile (to and through college) on NWEA from 20 to 25%. This is significant growth in the first semester.
- Milwaukee led the entire network in overall growth in student achievement in ELA in realizing 1.16 years of growth. They also realized 1.06 years of growth in math. This is a significant leap forward for the region and a testament to the region and national's deep partnership throughout the first semester. Although there is still more work to realize at our Northside campus, we see strong indicators of success and momentum in the region!
- San Jose also continued to make strong progress as well in realizing 1.15 years of growth in math and 1.06 in reading. Our East Bay schools underperformed the rest of the region and are an area of focus for the CA team in the second semester.
- Our Texas region realized steady performance and slightly grew their math performance from the prior school year while significantly elevating their reading performance. Although we know that we can raise the bar even further in the region, we are glad to see the progress and elevation of student achievement and more rapid growth.
- In DC, we did not meet our expectations for fall to winter growth in reading and math and have some significant work to do in the spring semester in order to meet our expectations in regards to growth and achievement levels. We had an abrupt transition on the regional program team that disrupted the collaboration and partnership between the national and regional program teams and school leaders. We are actively working to rebuild this partnership, alignment, and collaboration, as well as alignment to our core model, which will be key to revitalizing student achievement and growth in DC.

In our first semester, our teams were rigorously focused on executing the curriculum with fidelity to their lesson plans and approaches. This level of fidelity was necessary so that our teams could more deeply understand the curricula, strengths, and opportunities. We gained valuable insight into how to effectively align our new curricula to our personalized learning school model and we will begin implementing several new adjustments in the second semester. Our second semester priorities are: Small Group Instruction (SGI), Professional Learning, and Data Informed Practices. For small group instruction, now with our team's greater familiarity with the curricula, we are encouraging team members to reintroduce various aspects of small, leveled group instruction into various components of the day (i.e. phonics/skills, leveled reading, etc.) and reintroduce these best practices. Our push to strengthen professional learning will focus on how we respond to and utilize data in launching our units, guiding our school based instructional leaders actions and priorities, and student work analysis. We are also elevating our focus in professional learning on core strategies like elevating intellectual prep, codifying best practices for instructional leadership team meetings, actively modeling and supporting the application of real time coaching, and more. Our National Program team and Regional

# ROCKETSHIP

## PUBLIC SCHOOLS

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achievement teams are partnering closely on the above items in order to provide even more robust support plans for priority schools and regions, including on-site skill labs, direct coaching, and various other instructional strategies focused on building skill and data driven instruction.

I am excited for the second semester as we continue to elevate our focus on student achievement to guide our actions and priorities towards our ambitious expectations for our Rocketeer's growth and student achievement.



### COMMUNITY POWER

Growing the power and impact of our families to affect positive change in their communities through family organizing and leadership, civic engagement, and coalition building.

In late January, the Tennessee Public Charter School Commission voted unanimously to renew Rocketship Nashville Northeast (RNNE) for another 10 years. During the review of RNNE's performance over the past decade, the school received high marks (meets or exceeds standards) in all four evaluation categories: academics, finance, operations, and future planning. Moreover, demonstrating the lever of community power, it was noted by the Executive Director of the TN Charter School Commission that RNNE had "one of the strongest showings of public support" that had been seen in an appeal process with over 300 written and spoken comments of support. Moreover, in the final review of our appeal, it was noted that the Metro Nashville Public Schools Board violated state policy and law in their review of RNNE's charter renewal. We are very grateful for the TN Commission's balanced and fact fueled review of our charter appeal, especially as Rocketship Nashville Northeast has consistently been one of the highest-performing public schools in their community, and in the fall of 2019 was designated a "Reward School" – the state's highest honor.

Unfortunately this process further demonstrated the politically entrenched decision-making and interests that our families face, regardless of clear facts, data, and evidence. A process we expect to be on further display in the coming school year as California renewals are reinstated after a three year pause. Yet on the same hand, it also demonstrated how critical our level of community power is in investing in and further elevating over our next five years so that our families and communities can overcome these entrenched interests and ensure that future decisions by local officials are truly grounded in facts, data, and what is best for kids, families, and our communities. Moreover, although it was challenging for our RNNE community to face the possibility of closure, the appeal and renewal process also granted our team and families an opportunity to better understand our work, cycles of advocacy, and how to use their voice and power to continue to drive towards educational equity and community transformation.



## SCALED IMPACT

Magnify our national impact by increasing the number of Rocketeers across current and future regions and by exploring innovative ways to deepen and extend our impact.

During our March Board meeting, I am looking forward to finalizing our 5 Year Strategic Plan, most especially our aspirations in regards to transformational impact. As part of our conversation, we will dive into our goals to elevate our services and impact with pre-K students (especially 3 and 4 year olds) in Washington DC and California over the next five years. In addition, we will continue to unpack our aspirations to pursue our own teacher residency program which would enable talent across the country to more deeply learn and understand our personalized model, while also enabling us to more effectively and efficiently develop our own internal talent for our schools and communities.

We are also continuing to focus on how we grow our impact and number of Rocketeers and families that we directly serve. We have initiated our greenlighting process in our Tennessee Region with the goal of returning to the Rocketship Board a year from now with one to two schools being proposed to open in 2026. We have begun a landscape analysis of the region to evaluate community need, demographic patterns, school performance, and more. We are also conducting an internal analysis of the quality and health of our region to determine if the region has earned the right to grow. We will continue this process throughout 2024. We also hope to launch greenlighting in Texas in 2025 after we assess our achievement results and school performance.

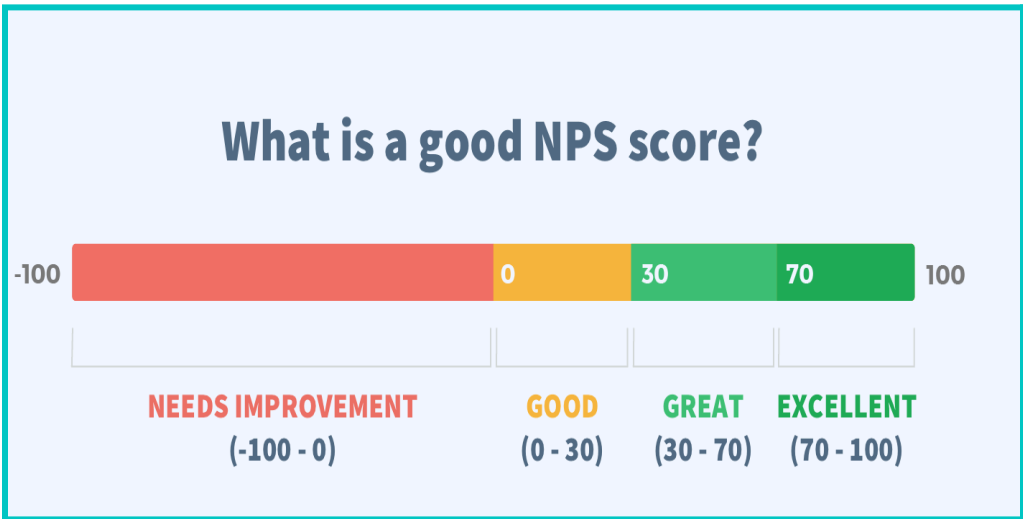


## CULTURE OF EXCELLENCE & BELONGING

Building a culture where all team members strive for excellence and feel that Rocketship is a great place to work.

We recently completed our mid-year staff satisfaction survey. 80% of school based staff and 79% of network support staff (NeST) completed the survey. Overall, Rocketship saw a slight dip in staff satisfaction from the 2022-23 school year (7.5 from 7.6). Rocketship met our goal of 80% agreement overall in team culture (*strong relationships, commitment to excellent work*) with a score of 82%, which was especially strong amongst our school leaders. Our team had the highest agreement in questions connected to Rocketship’s mission and commitment to excellence - 92% passionate about our mission and vision, 89% established strong relationships, and 88% agreed that their colleagues are committed to excellent work. These results are a strong testament to our team and overall network alignment to our mission and vision. In addition, 75% of respondents said that they intend to return to Rocketship next school year, up slightly from last year (73%). This feedback gives us a strong foundation we can continue to build on moving forward. I am proud of our organizational culture and through our direct relationships and cycles of continuous feedback, I am excited for us to continue to grow and elevate our overall culture.

We remain committed to ensuring that Rocketship is a great place to work where all our team members can fully unleash their potential. We use our Net Promoter Score (NPS) as an organization to monitor progress toward this ambition. Net promoter is a measure of staff agreement on the question “I’d recommend Rocketship as a great place to work.” It measures the % of “Promoters” minus % of “Detractors.” In the 2023-24 school year we shifted from a 1-7 scale to a 1-10 scale, which enables us to better compare and analyze our data against other organizations that utilize a similar scale. This shift in evaluating our data meant that our overall Net Promoter score was -0.1, near the ‘good’ area of the scale. Overall, our Net Promoter Score has continued to improve in recent years as we continue to drive towards a rating more firmly into the great category by 2028.



Rocketship Public Schools

# School Safety Plan

Revised March 1, 2024





# Statement of Purpose

Rocketship Education dba Rocketship Public Schools (“Rocketship” or “RPS”) is committed to the safety and security of students, faculty, staff, and visitors on its campus. In order to support that commitment, we have led a thorough review and revision of Rocketship emergency mitigation/prevention, health, preparedness, response, and recovery procedures relevant to natural and human-caused disasters.

This Health/Safety Plan is a blueprint that relies on the commitment and expertise of individuals within and outside of the school community and clear communication with emergency management officials.

This handbook was written in compliance with this school’s charter and developed in cooperation with Federal and State guidelines.

**This plan is to be reviewed annually.**

This plan includes specific courses of action to be taken in case an emergency situation develops. Every employee of Rocketship Public Schools is expected to be familiar with this plan in order to carry out his/her responsibilities in an emergency.

The major objective of emergency preparedness is to save lives and protect property in the event of a disaster. This plan was developed with this in mind.

A master table of contents appears on the following page.

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# Mission

At Rocketship Public Schools, we believe in the infinite possibility of human potential. We believe that every student deserves the right to dream, to discover, and to develop their unique potential. And it is our responsibility and our privilege to unleash the potential inside every Rocketeer we serve. Our non-profit network of public elementary charter schools propels student achievement, develops exceptional educators, and partners with parents who enable high-quality public schools to thrive in their community.

# Safe School Vision

1. Rocketship will provide a safe, orderly, and secure environment conducive to learning.
2. Rocketship will create a school in which students will be safe from both physical and social-psychological harm.
3. Rocketship will develop a plan to work cooperatively and collaboratively with the national office and each school board to identify, establish and use strategies and programs to comply with local school safety laws.
4. Rocketship will develop a plan to work cooperatively and collaboratively with parents, pupils, teachers, administrators, counselors and community agencies, including law enforcement, to provide safe and orderly schools and neighborhoods.
5. Rocketship will create a learning and working environment where parents can be confident that their students are safe and secure.
6. Rocketship will develop an academic program that will focus on high expectations of pupil performance and behavior in various aspects of the school experience.
7. Rocketship will identify clear procedures for emergencies.
8. Rocketship works to ensure its campuses remain safe for its staff and students.
9. Rocketship will solicit the participation, views, and advice of teachers, parents, school administrators, and community members and use this information to promote the safety of our pupils, staff and community.

# What does Rocketship do to promote school safety?

Rocketship schools may use a combination of the following training, exercises, tools, and resources to promote school safety:

- **Health/Safety Plan (this document):** Rocketship schools are equipped with a copy of this Health/Safety Plan, which should be kept in the Safety Binder in the Front Office. This plan

is also accessible online. This plan is reviewed/updated every year by Rocketship Network staff. Principals, Assistant Principals, Office Managers, and Business Operations Managers (BOM) are expected to review this manual every summer.

- **Training:** School staff receive training annually on a variety of topics, including basic first aid, CPR, and emergency procedures.
- **Safety Drills:** Schools run regular safety drills (earthquake, tornado, fire, lock-down, etc.) in accordance with local regulations. Protocols for running safety drills are included in this Health/Safety Plan.
- **School Safety Teams:** Schools make assignments to a School Safety Team. School Safety teams aim to meet at least twice a year.
- **Safety Checklists:** School staff conduct regular walkthroughs to identify hazards and to confirm that the school facilities are in good condition.
- **School Evacuation Map + Assembly Sites:** Each school has a designated on- and off-site assembly site in case of an evacuation.
- **Safety Equipment:** In addition to AED machines, First Aid Kits and other emergency tools (e.g. a working flashlight, survival/earthquake materials), schools are equipped with fire extinguishers and alarms. The Rocketship Facilities team maintains extinguishers and alarms (and keeps building up to code).
- **Emergency Cards:** Emergency cards for students are collected at the beginning of the school year and kept in the Front Office. The Office Manager uses these cards to contact student parents/guardians in case of an emergency at the school.
- **Safety Clipboards:** Rocketship classrooms are equipped with safety clipboards with evacuation maps and information to be used in case of emergency.
- **Safety Binder:** The school Business Operations Managers are responsible for maintaining an up-to-date digital Safety Binder that contains the school's drill logs and other documentation related to school safety.
- **Safety Audit:** Schools are periodically audited by regional/national staff to ensure compliance with internal and external safety rules and regulations.
- **Crisis Response Plan:** Rocketship also has an established Crisis Response Plan for school leaders to access with plans to stabilize a school community and deal with public communications. *This plan is kept confidential to Rocketship school leaders and key members of the Rocketship network support team.*
- **Accident/Incident Binder:** In cases of major accidents or significant behavioral incidents on campus, school employees fill out an Accident/Incident binder to keep a record of what happened. These are kept in a distinct "Accident/Incident Report" binder.

# Safe Facilities

In accordance with Board policy and regional statutes, both students and staff of the school campus have the right to be safe and secure in their schools. This includes having a safe physical environment.

## School Buildings

- **Hazardous Materials:** Surveys and management plans will be maintained and updated for hazardous building materials (lead, asbestos, etc.) and hazardous materials used and stored in and around the School will be handled and disposed properly. Additionally, appropriate training for staff working with hazardous materials (i.e., pesticides, cleaning chemicals, etc.) will be provided.
- **Indoor Air Quality:** All campuses use the highest rated MERV filters that the HVAC system can operate with, in most cases MERV13. A comprehensive indoor air quality program modeled on the EPA's "Tools for Schools" program will be implemented and maintained. This will include activities described in the Safety Checklists.
- **Maintenance/Inspection of School Buildings:** Inspections will be performed to ensure that daily operations do not compromise facility safety and health. This will include maintaining safe access / egress paths (both routine and emergency), access to emergency equipment, eliminating obstructions to airflow, etc.
- **Visitors/Campus Access Policies:** Rocketship schools adhere to established visitor and volunteer policies, requiring that all visitors must sign in and be registered and checked in via VisitU with their current government issued ID. These policies are shared with schools via the company's online file storage site.
- **Safe Ingress/Egress:** Rocketship maintains a school map established by school staff at each school indicating safe entrance and exit areas for pupils, parents and school employees on its file storage site and in the parent handbook. These maps also highlight safe pathways for the flow of pedestrians and cars during school arrival and dismissal. Additionally, all schools maintain an evacuation map with ingress and egress routes in the event an evacuation is required, which are included in the appendix. The Principal and Business Operations Manager will develop procedures to ensure that all students, families and staff can enter and exit the school in a safe and orderly manner. These procedures will be detailed in the annual family handbook.

## California Only: Plan Development Process

The Rocketship network team develops and revises this plan annually. As part of this process, the team solicits and incorporates input from a variety of stakeholders including school leadership,

teachers, other staff, families and the community. Additional consultation for the 2024 plan included:

- Reviewing guidance from SCCOE, CCCOE, SMCOE and the CDE
- Consultation with local law enforcement/first responders
  - Plan approved by SJPD on February 19, 2024
  - Plan approved by SJFD on February 26, 2024
- Community input and development at all CA schools through each school's School Site Council in Jan/Feb 2024
- Board approval at the March 6, 2024 Rocketship Board of Directors Meeting

## Framework for Emergency Preparedness

There are four stages of Emergency Management:

1. Mitigation/Prevention
2. Preparedness
3. Response
4. Recovery

### (1) Mitigation/Prevention

To prepare schools and staff for emergency management, Rocketship will emphasize mitigation/prevention of potential hazards or vulnerabilities at the school site.

Mitigation/prevention activities occur outside of an active emergency - they are actions that eliminate or reduce a potential threat beforehand.

Mitigation/prevention activities included in Rocketship's approach to emergency management include:

- A. Hazard analysis
- B. Identifying hazards
- C. Recording hazards
- D. Analyzing hazards
- E. Mitigating/preventing hazards
- F. Monitoring hazards
- G. Safety Audit

### (2) Preparedness

Preparedness activities help prepare school sites and school staff for an emergency response. Preparedness activities included in Rocketship's approach to emergency management include:



- A. Providing emergency equipment and facilities.
- B. Emergency planning, including maintaining this plan and its appendices.
- C. Involving emergency responders, emergency management personnel, other local officials, and volunteer groups who assist this school during emergencies in training opportunities.
- D. Conducting periodic drills and exercises to test emergency plans and training.
- E. Reviewing drill, exercises and actual emergencies after they have occurred.
- F. Revising safety plans as necessary.

### (3) Response

Rocketship will prepare school staff to respond to emergency situations effectively and efficiently. This document contains carefully-devised Emergency Response Plans (See Part: 2) for several common emergencies. The goal of these plans is to guide staff to resolve an emergency situation quickly, while minimizing casualties and property damage.

### (4) Recovery

If a disaster occurs, Rocketship will carry out a recovery program that involves both short-term and long-term efforts. Short-term operations seek to restore vital services to the school and provide for the basic needs of the staff and students. Long-term recovery focuses on restoring the school to its normal state.

The federal government, pursuant to the Stafford Act, provides the vast majority of disaster recovery assistance. The recovery process may include assistance to students, families and staff. Examples of recovery programs include temporary relocation of classes, restoration of school services, debris removal, restoration of utilities, disaster mental health services, and reconstruction of damaged stadiums and athletic facilities.

#### *Note on Emergencies Occurring During Summer or Other School Breaks:*

If a school administrator or other emergency response team member is notified of an emergency during the summer (or when students are not in attendance for other reasons, depending on the school schedule), the response usually will be one of limited school involvement. In that case, the following steps should be taken:

- Disseminate information to Emergency Response Team members and request a meeting of available members.
- Identify close friends/staff most likely to be affected by the emergency. Keep the list and recheck it when school reconvenes.
- Notify staff or families of students most likely to be affected by the emergency and recommend community resources for support.
- Notify general faculty/staff by letter or telephone with appropriate information.

- Schedule a faculty meeting for an update the week before students return to school.
- Be alert for repercussions among students and staff.
- When school reconvenes, check the core group of friends and other at-risk students and staff, and institute appropriate support mechanisms and referral procedures.

## Principles for Emergency Response

The previous section discussed the four phases of emergency management (Mitigation/Prevention, Preparedness, Response, and Recovery). This section focuses on the second phase (Response) and provides a framework for responding to a school emergency.

- 1. While the Principal and BOM are ultimately responsible for leading school-wide emergency responses, all/any staff members should feel prepared to take charge in an emergency response situation.**
  - a. School personnel are usually first on the scene of an emergency situation in or near the school. School leaders may not be the first responder in an emergency situation – it could be a teacher, support staff member, or the school psychologist. Staff members present during an emergency situation will be expected to take charge and remain in charge of an emergency response situation until it is resolved or until he/she can transfer command to the Principal or to an emergency responder agency with legal authority to assume responsibility. It is important that Rocketship employees understand this expectation when committing to work at a Rocketship school.
- 2. Staff members should seek help from other agencies, but may NOT transfer responsibility for student care outside Rocketship.**
  - a. When responding to an emergency, school staff should seek and take direction from local officials and seek technical assistance from state, federal, and other agencies (e.g., industry) as appropriate. School officials will not transfer responsibility for managing students to another agency.
- 3. Deciding what to do first in an emergency is a two-step process.**
  - a. When an emergency situation occurs, school personnel must quickly determine which initial response action is appropriate for the situation. Evacuate or duck and cover? Lock the doors or go to a safe space? There are two quick steps to determining what to do when faced with an emergency: 1) identify the type of emergency; and 2) determine immediate action(s) that are required.

### ***Step #1: Identify Type of Emergency***

The first step in responding to an emergency is to determine the *type* of emergency is occurring. Is it a fire or an earthquake? Is it a fire in the neighborhood of the school or a fire in the classroom? Identifying the type of emergency will inform the appropriate response. Emergency procedures for a range of man-made and natural emergencies are provided in the “Emergency Response Plan” of this document. As this list cannot be exhaustive to all emergencies and situations, school staff are expected to exercise their judgment determining which type of emergency most applies to the current situation.

*Step #2: Determine, Execute and Communicate Immediate Response Actions*

Alerting others of an emergency situation on campus can save lives and minimize damage to the school site. School staff should understand the following:

**4. In a life-threatening emergency, follow the “Window of Life” approach of Protecting Yourself, then Protecting Others, then Protecting the Place and then Notifying Public Safety/911.**

- a. While it is important to quickly notify the authorities in an emergency, the priority of all staff should be to take personal protective action first as well as warning others in the immediate area and in the building. Once these immediate life-saving steps are taken, the 911 call for help should be placed. If for example, an intruder with a weapon enters the front office, the Office Manager should:
  - i. Secure her/himself in a locked office
  - ii. Make the lockdown call over the intercom / walkie talkies, if Principal or BOM has not already done so.
  - iii. Call 911
  - iv. After calling 911, the flow of information at a school site should go from the first responder to the Principal to the Rocketship regional office.

**5. In case of fire, activate the alarm**

- a. In the event of a fire, ***anyone*** discovering the fire should activate the building fire alarm system and the building should evacuate immediately. In the event that a lock down or shelter-in-place incident is simultaneously in progress, the evacuation would be limited to the area immediately in danger from the fire – such a situation would occur under direction of the Principal or BOM.

**6. All Rocketship employees are responsible for notifying school leaders of emergencies**

- a. In the event the Rocketship main office or school staff receives information of an emergency on or near a school campus, the information shall be provided immediately to the school Principal. Once the type of emergency has been identified and the initial Window of Life steps have been taken, school personnel can determine the appropriate ***emergency response action*** to take:

## Emergency Response Actions- High Level Summary

<p style="text-align: center;">Duck and Cover (and Hold)</p> <p style="text-align: center;"><i>Earthquake</i></p>	<ol style="list-style-type: none"> <li>1. Take action immediately in case of an earthquake, even without announcement by the Principal.</li> <li>2. If possible, the Principal or BOM should make an announcement over the PA system. If the PA system is not available, the School Leader will use other means of communication, i.e., sending messengers to deliver instructions.</li> <li>3. If <i>inside</i>, teachers will instruct students to duck under their desks, cover their heads with arms and hands, and hold onto furniture until the shaking stops or otherwise notified. Students and staff should move away from windows.</li> <li>4. If <i>outside</i>, teachers will instruct students to place their heads between their knees and cover their heads with their arms and hands. Students and staff should stay in the open, away from buildings, trees, and power lines.</li> </ol>
<p style="text-align: center;">Shelter-in-Place</p> <p style="text-align: center;"><i>Airborne Contaminants, Hazardous Materials</i></p>	<ol style="list-style-type: none"> <li>1. The Principal or BOM will make an announcement on the PA system. If the PA system is not available, the School Leader will use other means of communication, i.e., sending messengers to deliver instructions.</li> <li>2. If <i>inside</i>, teachers will close windows and doors, and keep students in the classroom until further instructions are given.</li> <li>3. If <i>outside</i>, students will proceed inside and into their classrooms if it is safe to do so. If not, teachers or staff will direct students into nearby classrooms or school buildings.</li> <li>4. The Utilities &amp; Hazards Team will assist in turning off the HVAC systems, turning off local fans, making sure windows and doors are shut, etc.</li> </ol>
<p style="text-align: center;">Lockdown</p> <p style="text-align: center;"><i>Criminal Activity in Area, Intruder on campus, Shooting</i></p>	<ol style="list-style-type: none"> <li>1. If possible, the Principal or BOM should make an announcement over the PA system. If the PA system is not available, the School Leader will use other means of communication, i.e., sending messengers to deliver instructions.</li> <li>2. If <i>outside</i>, students will proceed to their classrooms if it is safe to do so. If it is not safe to do so as the threat is inside, teachers or staff will direct students to the secondary evacuation site.</li> <li>3. If <i>inside</i>, teachers will instruct students to drop to the floor, lock the doors, and close shades or blinds if it appears safe to do so.</li> <li>4. Teachers and students will remain in the classroom or secured area until further instructions are given by the Principal or law enforcement.</li> <li>5. The front entrance is to be locked and no visitors other than appropriate law enforcement or emergency personnel will be allowed on campus.</li> </ol>

<p>Evacuate Building (Primary Evacuation Site)</p> <p><i>Fire &amp; other emergencies that require evacuation</i></p>	<ol style="list-style-type: none"> <li>1. The School Leader will initiate the alarm.</li> <li>2. If possible, the Principal or BOM will make an announcement on the PA system. If the PA system is not available, the School Leader will use other means of communication, i.e., sending messengers to deliver instructions.</li> <li>3. Teachers will instruct students to evacuate the building, using designated routes indicated on their emergency evacuation map posted in each room, and assemble in their assigned <i>Assembly Area</i>.</li> <li>4. Teachers will take the student roster when leaving the building and take attendance once the class is assembled in a safe location (e.g., Primary Evacuation Site).</li> <li>5. Once assembled, teachers and students will stay in place until further instructions are given</li> </ol>
<p>Off-Site Evacuation (Secondary Evacuation Site)</p>	<ol style="list-style-type: none"> <li>1. The Principal or BOM will make an announcement on the PA system. If the PA system is not available, the School Leader will use other means of communication, i.e., sending messengers to deliver instructions.</li> <li>2. The Principal will determine the safest method for evacuating the campus to a predetermined space within walking distance. The off-site assembly areas (Secondary Evacuation Site) are indicated on the Evacuation Map.</li> <li>3. Teachers will grab the student roster when leaving the building and take attendance once the class is assembled in a pre-designated safe location.</li> <li>4. Once assembled off-site, teachers and students will stay in place until further instructions are given.</li> <li>5. In the event clearance is received from appropriate agencies, the Principal may authorize students and staff to return to the classrooms.</li> </ol>
<p>Go to Safe Site</p> <p><i>Tornado</i></p>	<ol style="list-style-type: none"> <li>1. A siren will sound, or the Principal or BOM will make an announcement on the PA system. If the PA system is not available, the School Leader will use other means of communication.</li> <li>2. Upon hearing the announcement or siren, teachers will grab their safety clipboard and walk-talkies, count their students, and lead them to the designated indoor safe site.</li> <li>3. At the safe site, teachers will instruct students to face the wall and hold their hands behind their head. Teachers will take roll, if safe.</li> <li>4. The Principal will announce to staff when it is safe to leave the safe site.</li> </ol>
<p>All Clear</p> <p><i>Emergency is Over</i></p>	<ol style="list-style-type: none"> <li>1. The Principal or BOM will make an announcement on the PA system. If the PA system is not available, the Principal will use other means of communication, i.e., sending messengers to deliver instructions.</li> <li>2. If appropriate, teachers should immediately begin discussions and activities to address students' fears, anxieties, and other concerns</li> </ol>

## Use of School Facilities

The Board may grant the use of school buildings, grounds and equipment to public agencies, including the American Red Cross, for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The Board will take steps to cooperate with such agencies in furnishing and maintaining whatever services it deems necessary to meet the community's needs.

## Safety Drills Required by State

We follow all state and local requirements for safety drills. These are the types and frequencies of drills that we anticipate will be required, but agencies may make adjustments to account for changing conditions (e.g., extended school closures).

### California<sup>1</sup>

1. **Fire drills:** Monthly while school is in session, with one occurring within the first 15 days of school starting.
2. **Lock down drills:** twice yearly, once within the first 30 days of school starting.
3. **Earthquake drill:** once per quarter.

### Tennessee<sup>2</sup>

1. **Fire drill:** Monthly while school is in session, with one additional fire drill during the first full month of the school year.
2. **Lockdown drill:** One armed intruder drill annually in coordination with local law enforcement.
3. **One CPR/AED** drill annually
4. **Three (3) additional safety drills** during the school year, which may include inclement weather, earthquake, intruder, or other emergency drills not requiring full evacuation.

### Wisconsin<sup>3</sup>

1. **Fire drill:** Monthly when school is in session.
2. **Tornado drill:** twice annually.
3. **Lockdown drill:** twice annually.

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<sup>1</sup> [http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill\\_id=201320140SB634](http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201320140SB634)

<sup>2</sup> [https://www.tn.gov/content/dam/tn/stateboardofeducationschools/documents/procedures/Safety%20Drill%20Procedures\\_Accessible.pdf](https://www.tn.gov/content/dam/tn/stateboardofeducationschools/documents/procedures/Safety%20Drill%20Procedures_Accessible.pdf)

<sup>3</sup> <https://docs.legis.wisconsin.gov/statutes/statutes/118/075>

Washington, D.C.<sup>4</sup>

1. **Fire drills:** at least two fire drills must be conducted during the first two weeks of the school year, and one a month thereafter.
2. **Lockdown drills:** twice per year.
3. **Emergency Evacuation drills:** twice per year.
4. **Severe Weather Safe Area:** at least one in March

## Assisting/Evacuating Individuals with Disabilities

A designated school leader will coordinate and support evacuation of individuals with disabilities. Additional designated staff members will assist individuals with disabilities during an emergency and/or evacuation. A list of individuals who may need assistance during an emergency and/or evacuation will be maintained by the school safety team. Individualized emergency procedures have been incorporated into student's IEPs and 504 plans, discussed with the student's parent/guardian and reviewed with the student's teacher and aide.

## Accounting for Students During/After and Emergency

1. The **Principal will direct teachers** to take attendance using their paper rosters and report back to School Leaders by email (during a lockdown) or in person (at an evacuation site). If email is unavailable, staff members will utilize SMS messaging and/or communicate via two way radio. Teachers should report three pieces of information:
  - a. Number of students present in their classroom at that time (headcount – Police may want this information);
  - b. Names of any students on the roster who aren't currently in the classroom;
  - c. Names of any students who are not on the roster but are in the classroom
    - i. *Note: Rosters for the entire school are printed and included in the safety clipboard in each room. If for some reason the teacher doesn't have a paper roster, one can be generated in Powerschool by pulling the Weekly Attendance Summary (Meeting) Report and navigating to the page for that cohort.*
2. A school leader will access the online attendance system and pull a Summary Report to generate daily attendance by grade. (If the school is unable to access the report, a school leader will contact a Rocketship national/regional staff member to pull this report remotely).
3. The Office Manager will give the other school leaders the student **sign-in/out sheets**. If the OM can't leave the Front Office, the OM can scan the sheet and email it around.

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<sup>4</sup>[https://esa.dc.gov/sites/default/files/dc/sites/esa/publication/attachments/school\\_emergency\\_response\\_plan-1-5-10.pdf](https://esa.dc.gov/sites/default/files/dc/sites/esa/publication/attachments/school_emergency_response_plan-1-5-10.pdf)

4. As teachers report in, **school leaders** (AP, BOM, Principal) should compile the information from teachers, PowerSchool, and the sign-out sheet to account for every student on the roster who isn't currently in their teacher's classroom. These students may be absent that day, they may have left school early, or they may be in another teacher's classroom.
5. If a student is still missing, the **Principal** should contact the child's family to confirm that the child was at school that day and did not leave early. If the child is still unaccounted for, the Principal should search for the child or notify the police.

## Emergency Procedures

### Fire

#### **Fire in the School Building**

##### **When the fire is discovered:**

1. Activate the nearest fire alarm.
2. Call 911.
3. Notify the Principal or other school leader ASAP
4. The Principal and BOM should make all teachers aware of the fire and facilitate evacuation of students. If the fire alarm is not working, the Principal and designees should alert teachers by other means (e.g. PA system, two way radio, go door to door, shout)
5. In case of a fire, the Principal is the designated responsible official. If the Principal is unable then the Business Operations Manager is the designee.
6. Fight the fire ONLY if:
  - a. The fire extinguisher is in working condition
  - b. The fire is small (the size of a wastebasket or smaller) and is not spreading to other areas
  - c. Escaping the area is possible by backing up to the nearest exit

##### **Upon hearing of a fire:**

1. The Principal should make sure 911 has been called. Multiple 911 calls are OK.
  - a. The Fire Department will need the following information: School name and phone number, building address including cross streets, location of the fire within the building, information on the layout of the building/how to quickly reach the fire.
2. The Principal and BOM should direct students and staff to evacuate the building. Teachers should know that the fire alarm means EVACUATE.
3. Teachers should evacuate their students:
  - a. Grab the class roster and safety clipboard.
  - b. Students should line up in a single file and count students quickly.
  - c. Shut the door upon leaving
  - d. Take students to the primary assembly site, following the route on the map.



- e. At the assembly site, take attendance and report any missing children to the Principal.
4. The Office Manager should grab the Emergency Cards, Sign in/Out Sheets, and First Aid Kit before evacuating. As the Assistant to the Physically-Challenged, the Office Manager needs to make sure that students and staff with medical conditions are safely evacuated. The Office Manager or another trained team member will also render first aid if necessary.
5. If safe, the Principal should direct the Business Operations Manager (head of the Hazards/Utilities Team) to disconnect utilities & equipment before evacuating. This will mitigate damage caused by a fire.
6. All other staff members or visitors in the building should also evacuate.
7. The Principal and Assistant Principals should sweep the hall for any individuals still in the building.
8. After evacuating (at the assembly site):
  - a. The Principal should make sure that teachers take attendance. If students are missing, they should report to the Principal or Assistant Principals. The Principal will decide if a search/rescue mission is appropriate.
  - b. The Principal should wait for the fire department and be prepared to assist them.
  - c. Students and staff should wait together at the assembly site until they are dismissed.
9. If an emergency release is necessary:
  - a. The Principal will work with the Office Manager (head of the Student Release/ Communications Team) to contact parents (e.g. using OneCall) with instructions for the emergency release.
  - b. Important! The Principal or Office Manager are the only individuals authorized to sign out a child in the case of an emergency.
  - c. The Traffic and Security Team (led by the Business Operations Manager) should help direct traffic during student release.
10. Wait until the fire department says it is OK to return to the building. If major damage occurred, the Principal should contact the Director of Schools to initiate a Crisis Response and bring in Facilities experts to make sure the building is safe for students.

### **Fire In the Surrounding Area**

**This procedure addresses the situation where a fire is discovered in an area near the school:**

1. If a fire is discovered near a school, the Principal should **notify 911**. If someone learns of a fire near the school, he or she should notify the Principal immediately.
2. **The Principal/designee** will initiate the appropriate emergency response action based on the nature of the threat. The Principal should consult with the Fire Department about whether or not the school should be evacuated or sheltered in place and where its students and staff should go.
3. In the event of an evacuation, follow the protocol described above.

4. If an emergency release is necessary, follow the protocol described above. The Principal/designee should consult with the Fire Department to determine how the emergency release should occur.

## Earthquake

### What to Expect During an Earthquake

Rocketship staff members who've never experienced an earthquake or didn't grow up in an area where earthquake safety training was necessary may be especially anxious about what to expect when an earthquake hits. Knowing what to expect will help school staff make quick decisions about where to stand and which potential hazards (such as bookshelves or items mounted on walls) to avoid.

When an earthquake hits, the first indication of a damaging earthquake may be a gentle shaking, the swaying of hanging objects or the sound of objects wobbling on shelves. For a small earthquake, the gentle shaking, swaying, and wobbling for a few seconds may be the only impact. You may not have time to register that an earthquake is occurring and enact an emergency response.

In a violent earthquake, the signal to begin the emergency procedure is the sensation of severe quaking. You may be jarred by a violent jolt after the shaking, swaying, and wobbling. You may hear a low, loud, rumbling noise and then feel shaking, making it very difficult to move from one place to another. The following may occur:

- Freestanding bookshelves may topple
- Wall-mounted objects may loosen and fall
- Suspended ceiling components may fall, causing others to come down with them
- Door frames may be bent by moving walls and may jam doors shut
- Moving walls may bend window frames, causing glass to shatter, sending dangerous shards into the room
- The accompanying noise may cause considerable stress

Emergency response procedures for earthquakes included in this Plan include:

1. During/Immediately After an Earthquake
2. After an Earthquake: Evacuation
3. Special Circumstances: Earthquakes when Outside

### **During/Immediately After an Earthquake: Drop and Cover**

1. Instruct students to **DROP** and **COVER**.

- a. Drop to the floor.
  - b. Take cover under a structure that can protect you from falling objects. The safest places in a classroom are under a sturdy desk or table, in a doorway, or against an inside wall (a wall that separates inside spaces). Keep your back to the windows to shield against broken glass.
  - c. Cover your head and neck with your arms.
2. Everyone else in the building should drop and cover as well.
  3. Stay in this position until the shaking stops. Talk to students to keep them in the drop/cover position until the shaking stops.
  4. If you have access to a walkie-talkie, make sure it is turned on.
  5. After the shaking stops, check for injuries and render first aid.
  6. Wait for further instruction from the Principal or designee (e.g. evacuation).

### **After an Earthquake: Evacuation**

Evacuation after a major earthquake is necessary because of the threat of secondary disasters (fire, explosions, etc) caused by the earthquake.

Communications between and within the school may also be interrupted during an earthquake, so principals and teachers may need to use their own judgment deciding whether or not to evacuate a school or their classroom. These are the steps to follow after the initial response to an earthquake described above:

1. The Principal (or designee) is responsible for initiating the fire alarm to signal the evacuation of the building after an earthquake. If the fire alarm is not working, the Principal (or designee) will alternatively use the PA system, two way radio or go door to door. Always evacuate after an earthquake to check the school grounds before bringing students back inside.
2. If an evacuation is initiated, everyone in the building should evacuate and leave the door open as they leave.
3. Teachers should evacuate their students:
  - a. Grab the class roster and safety clipboard.
  - b. Students should line up in a single file and count students quickly.
  - c. LEAVE THE DOOR OPEN upon leaving (this is the opposite of a fire drill)
  - d. Take students to the primary assembly site, following the route on the map.
  - e. At the assembly site, take attendance and report missing children to the Principal.
4. The Office Manager should grab the Emergency Cards, Sign-in/Out Sheets, and First Aid Kit before evacuating. As the Assistant to the Physically-Challenged, the Office Manager needs to make sure that students and staff with medical conditions are safely evacuated.
5. If safe, the Principal should direct the BOM to disconnect utilities & equipment before evacuating. This will mitigate damage caused by a fire, if one results.
6. After initiating the fire alarm, the Principal should:

- a. Sweep the hallways (with APs or the Business Operations Manager).
  - b. Make sure 911 has been called (if not already called).
  - c. Evacuate the building of students and staff.
7. As the Head of the First Aid Team, the Office Manager should be sure to grab a First Aid Kit, Emergency Cards, and Sign in/Out sheets.
8. After evacuating (at the assembly site):
  - a. Teachers should take attendance and notify the Site Communications Team (Principal, APs, BOM) of missing students or staff.
  - b. If students or staff are missing, the Principal should lead a search and rescue mission
9. If first aid is needed, the Office Manager and the First Aid Team should set up a First Aid Kit and render aid as needed.
10. The BOM should turn off the gas and electricity, if it is safe to do so. (This will minimize risk of fire or explosion after an earthquake).
11. Rocketship schools are equipped with earthquake/survival buckets with tools, food, and drinking water that can be used in case of an emergency.

Principals will observe the following:

**Re-entry into Classrooms:** The Principal/designee will determine if it is safe to re-enter the classroom in consultation with local safety officials. Students and staff should stay out of the building until the Principal has given the OK.

**Release of Staff:** Once the student body is as safe and secure as possible, teachers will remain with students until the Principal or designee releases staff to attend to personal situations, families and home.

### **Special Circumstance: Earthquake While Outside the Building**

Follow these instructions if outside during an earthquake:

1. Stay outside.
2. Instruct students to move away from buildings, street lights, and utility wires – stay in the open.
3. Instruct students to drop and cover until the shaking stops.
4. Proceed to the evacuation site when safe.
5. Make sure your walkie-talkie is on and listen for further instruction.

## Severe Weather /Tornado

***This includes violent thunderstorms, tornadoes, & other disruptive weather phenomena.***

1. The **Principal** is responsible for monitoring severe weather situations and initiating an emergency response. If other staff or community members learn of a severe weather situation, they should notify the Principal ASAP.
2. In the case of a Tornado or Severe Weather **Watch** (i.e. be on alert as conditions are favorable for a Tornado or severe weather), the Principal should use a battery-powered weather radio to monitor/listen for updates on the weather.
3. In case of a Tornado or Severe Weather **Warning** (i.e. tornado has been spotted/is coming/is imminent), a siren may sound, and the Principal should initiate a GO TO SAFE SITE response.
4. Upon hearing an announcement to GO TO A SAFE SITE, **Teachers** should take the following steps:
  - a. Grab your safety clipboard and walkie-talkies
  - b. Make sure your walkie-talkie is on.
  - c. COUNT your students before you leave the room.
  - d. Lead your students to the designated INDOOR SAFE SITE, following the path on your map.
  - e. If severe weather is imminent, instruct students to face the interior wall and get down on their knees, holding their hands behind their head.
  - f. As possible, take attendance at the safe site.
  - g. If you need assistance or student(s) is (are) missing, notify the **Site Communications Team (Principal and APs)**.
5. The **Office Manager** should grab the Emergency Cards, Sign-in/Sign-Out sheet, and First Aid Kit before heading to the Safe Site. As the assistant to the physically-challenged, the OM will be responsible for ensuring that students and staff with physical challenges are evacuated. (Consult the List of Staff/Students with Medical Conditions if there are any questions).
6. The Principal and BOM should continue listening to the weather radio and determine when it is safe to return to the classrooms.
7. Staff and students should wait for the "All Clear" signal from the Principal to return.

**Note: If you are unable to get to the school's designated safe site, consider the following safety tips:**

- Stay away from outside walls & windows and go to 1) small interior rooms on the lowest floor and without windows, 2) hallways on the lowest floor away from doors and windows, 3) Rooms constructed with reinforced concrete, brick or no windows.
- Use arms & protect head & neck
- Remain sheltered until the tornado threat is announced to be over

## Flood

In case of a flood, the Principal will generally have sufficient warning to make arrangements to close the campus.

If a flood threatens the school without sufficient warning (e.g. flash flooding), the following procedure applies:

1. The **Principal** is responsible for monitoring severe weather situations and initiating an emergency response. If a staff or community member learns of an impending flood, he or she should notify the Principal ASAP. In case of a flood watch/warning, a siren may also sound. The Principal shall have a battery-powered weather radio handy and should keep it on when severe weather, such as a flood, is impending.
2. The Principal will consult with the local emergency management agency and determine whether a SHELTER-IN-PLACE (with emergency release, if there is enough time), EVACUATE, or OFF-SITE EVACUATION procedure is appropriate.
3. In case of an evacuation, the Principal should direct staff and students to evacuate the affected buildings per the regular procedure (grab clipboard + roster, count students, lead them out in single file by the established evacuation route). If conditions change, the Principal may turn an Evacuation into an Off-Site Evacuation.
4. The **Office Manager** should contact families with information on emergency release plans/to reassure them that students have been evacuated (OneCall or other).
5. The Principal should continue monitoring the situation using the weather radio and remain in contact with emergency response officials to inform next steps.
6. In case of a sustained emergency situation, Rocketship schools have earthquake/survival buckets with tools, drinking water, and food that can be used in case of emergency.

### **Flood Special Circumstance– Flood off site**

If a flood occurs when students/teachers are unable to evacuate with the rest of the school, the following guidelines should be observed:

- Climb to high ground and stay there
- Avoid walking or driving through flood water
- If car/bus/van stalls, abandon it immediately and climb to a higher ground

## Criminal Activity Nearby (Police Chase, Search in Neighborhood)

**When someone learns of a threat near the school campus (ex. violence or criminal activity in the neighborhood), he/she should initiate a Lockdown Procedure as follows:**

1. Call 911 (multiple phone calls to report the same disturbance are OK) and announce that the school needs to go into **Lockdown** over the intercom or through other means (i.e. walkie talkies). *“We have an emergency situation and teachers need to implement a*

*lockdown. Teachers, bring students into classrooms and lock and/or barricade your doors. Do not open your door unless a school leader asks you to. We will be sending an email asking teachers to confirm that they are OK and all students are accounted for – please respond to this ASAP.”*

2. Notify the Principal or another school leader ASAP.
3. For updates on the situation, the Principal or another school leader should call the local police department.
4. The Office Manager should be prepared to share the sign-in/out sheet with School Leaders.
5. The Principal (or an AP, if the Principal is absent) should take steps to make sure all students in the building are accounted for by having teachers take attendance and report the # of students in their room, the names of students on their rosters who aren't physically in their rooms, and the names of students who aren't on their rosters but are physically in their rooms. **(See also: Accounting for Students During/After an Emergency).**
6. Communicate with parents using our automated calling system or other means. Parents should stay away from the school if there is an active situation at the school – they could get in the way of law enforcement responding to the crisis. Consider the following message:

“There is a situation in the vicinity of Rocketship XY and the school is in lockdown. Everyone is safe, and the police have been contacted. For your safety and the safety of our staff and students, please do not call the school and do not come to the school. We will notify you with an update as soon as possible.”

7. Notify the **Director of Schools** (when safe to do so) to initiate a crisis response (See also: Crisis Response Plan).
8. Wait until you hear from law enforcement to end the lockdown. When the lockdown ends, contact families and let them know what your plan is for emergency dismissal and if you will use additional safety measures during dismissal (e.g. checking walker rider cards at two locations and/or asking for photo IDs).

**Upon hearing the Lockdown order, teachers should:**

1. Bring all students inside (even if they don't belong in your class)
2. Lock the door if you can. If not, barricade with furniture.
3. Turn off the lights.
4. Close the curtains/blinds.
5. If there is shooting, have students hide behind internal barricades away from windows and wait silently.
6. Turn on your walkie and check your email. Wait for instructions from school leaders.
7. Do not allow students to exit the classroom. No bathroom breaks!

8. When asked by your school leaders, use the paper roster in your classroom to take attendance and then send an email to your school leaders (Principal, APs, BOM, and OM) with three pieces of information:
  - a. # of students currently in your classroom;
  - b. Names of students on your roster who aren't currently in your classroom;
  - c. Names of student who isn't on your roster but is in your classroom at that time  
(See also: ACCOUNTING FOR STUDENT DURING/AFTER AN EMERGENCY)
9. There is no way to predict how long a lockdown will last. Keep kids quiet and comfortable. Consider handing out hard candies to help kids cope with the stress. If a lockdown lasts for an hour or more, consider handing out small bottles of water (no bathroom breaks!) and/or granola bars.
10. Kids will have questions – be prepared. All Rocketeers should understand what it means to go into “lockdown” and that we go into lockdown to stay safe when there’s a threat (burglar, wild animal, or violence) near our school.
11. **Remember to....Turn on your Walkie-Talkie, Keep it Quiet:** Teachers and YMCA/City Year/Field Crew & After School staff must have a charged & functioning Walkie Talkie in their classroom or on their body, if outside. Walkie Talkies are charged/stored in the Staff Room at night.

## Reporting Dangerous, Unlawful or Violent Activities

Rocketship takes its role in providing a safe and trusted learning environment very seriously. If any student, family member, or member of Rocketship’s extended community learns of any dangerous, violent, or unlawful activity that they believe has occurred, is occurring, or may occur at or near any school-sponsored or school-related event or location, they are strongly encouraged to report that activity—anonously, if necessary,— to the school Principal. A report can be sent by a legible written note, by email, or by telephone to the school Principal, whose contact information can be found on the Rocketship website - [www.rocketshipschools.org](http://www.rocketshipschools.org). Reports should include place, time, the general nature of the activity being reported, whether any life-threatening activity or weapons are involved, and any other important details. Any report of activity that imminently threatens or involves an imminent potential loss of life should first be made to 9-1-1, immediately. Rocketship shall promptly review every report received as soon as possible, shall make a record of every report received, and shall make a reasonable inquiry into each, as necessary, to ensure to the greatest reasonable extent that no dangerous, violent, or unlawful act occurs at any school-related or school-sponsored event, or on school-provided transportation to any such event.

## Intruder With a Weapon

**If an intruder enters the school campus with a deadly weapon, everyone do the following:**



1. Do not confront the intruder. Follow the Window of Life principle and take personal protective action first: get to a safe location with the **door locked and/or barricaded**.
2. Warn those immediately around you and if possible, notify the principal or another school leader ASAP. All staff can and should **make the Lockdown call** over the intercom or walkie talkies rather than waiting for the principal or school leader.
3. **Call 911**. Give as many details as you can about the intruder's identity, location, and the kind of weapons he/she has. Please also use as many descriptive details about the intruder as you can, including: gender, age, ethnicity, height/weight, clothing and other remarkable characteristics such as piercings, jewelry and tattoos.
4. Follow the **Lockdown Procedure** described above.

**Note on Students With Weapons:**

*When a student is discovered on campus with a deadly weapon:*

- A. The Principal (or other school leader) shall be notified ASAP
- B. If the student poses an active threat to the school (e.g. student will not give up the weapon), the Principal or designee shall implement a school-wide emergency response, initiating a Lockdown and calling 911.
- C. If no imminent threat is posed (e.g. a knife was discovered in a student's backpack and immediately confiscated), the Principal shall take the student to the school's front office and deal with the situation using standard Rocketship disciplinary procedures.

## Hostage Situation

**If a hostage situation arises at a school, do the following:**

1. Notify the **Principal** or another school leader ASAP.
2. Stay calm and keep students as calm as possible.
3. Do NOT be a hero; Follow the captor's instructions.
4. Cooperate and be friendly. Don't argue with or antagonize the captor.
5. Inform captors of medical or other needs.
6. Be prepared to wait – elapsed time is a good sign.
7. Don't try to escape and don't try to resolve the situation by force.
8. Be observant and remember everything that is seen or heard, including details about the captor's appearance (gender, ethnicity, height/weight, clothing, tattoos, etc.).
9. If a rescue takes place, lie on the floor and await instructions from rescuers.

**Upon hearing of a hostage situation at the school site, the Principal or BOM should:**

1. Call 911 ASAP.
2. Move other students and teachers away from the hostage situation, if safe.
3. Avoid making announcements over the loudspeaker if this could antagonize the captor.
4. Keep everyone as calm as possible.

## Shooting (Drive-by, Neighborhood)

**If shooting occurs at or near a school site, the immediate concern is the safety of students and staff.**

If you suspect that shots may have been fired from a passing vehicle:

1. Direct staff and students to lie flat on the ground and keep as low as possible.
2. If safe, staff in the vicinity should look at the vehicle, try to identify:
  - a. License plate number
  - b. Type of vehicle
  - c. Occupants
  - d. Weapons

Immediately after the vehicle is gone:

1. Alert the Principal
2. Call 911.
3. **Principal/Designee** will order a **Lockdown** for staff and students (See **Lockdown Procedure** above). This order will stay in place until law enforcement arrives and gives the all clear.
4. Do not move those seriously injured unless imminent danger exists. If the injured are ambulatory, move them to a safe shelter.
5. Immediately notify the Principal of any injuries and report the extent of the injuries.
6. Stay with the injured until emergency services arrive.
7. The Principal/Designee should contact his/her supervisory Director of Schools to initiate a crisis response (See also: Crisis Response Plan).
8. If the media arrives, they should be directed to the Principal/Designee.

**REMEMBER- Students will model their emotional reaction after yours. STAY CALM.**

## Air Pollution / Smog

It is recommended that protective measures be taken by sensitive persons in case of air pollution/smog. These are persons with chronic lung disease or asthma, the elderly, the chronically ill and exercising children and adults.

### **Protective Actions**

- Avoid strenuous outdoor physical activity during an episode.
- Avoid exertion or excitement, which will increase breathing rate.
- Plan indoor activities for students.
- Outdoor activities should be restricted beginning when the AQI is red or higher or local authorities require it.

- Remain indoors until the episode ends. Keep doors and windows closed, as indoor concentrations of ozone are about one-half that of outdoor levels.
- Use the air conditioner to recirculate indoor air and keep cool. High temperatures may add stress to the pollutant effects.
- Avoid aerosols, dust, fumes, and other irritants. Reduce activities such as cooking or cleaning, which produce irritants to the nose, eyes, and lungs.
- Avoid traffic-congested areas where pollutants are being generated, if you must go outside.
- During air pollution seasons, use the cooler morning hours for outdoor activities.
- Expect severity of symptoms to increase as ozone levels increase (coughing, wheezing, shortness of breath, headaches, chest discomfort and pain, etc.).

**Important!** If notified, via the health department and by monitoring [airnow.gov](http://airnow.gov), that it is unhealthy for students to be outside, the school leadership team will be notified, via the Operations team. In this case, recess and other outdoor activities should be canceled and schools should follow the “rainy day” schedule for outdoor activities. The Operations team will use the following table from [airnow.gov](http://airnow.gov) to determine the appropriate action.

AQI Basics for Ozone and Particle Pollution			
Daily AQI Color	Levels of Concern	Values of Index	Description of Air Quality
Green	Good	0 to 50	Air quality is satisfactory, and air pollution poses little or no risk.
Yellow	Moderate	51 to 100	Air quality is acceptable. However, there may be a risk for some people, particularly those who are unusually sensitive to air pollution.
Orange	Unhealthy for Sensitive Groups	101 to 150	Members of sensitive groups may experience health effects. The general public is less likely to be affected.
Red	Unhealthy	151 to 200	Some members of the general public may experience health effects; members of sensitive groups may experience more serious health effects.
Purple	Very Unhealthy	201 to 300	Health alert: The risk of health effects is increased for everyone.
Maroon	Hazardous	301 and higher	Health warning of emergency conditions: everyone is more likely to be affected.

**Orange:**

- Monitor students in sensitive groups (Asthma etc). Offer indoor activities as needed

**Red or Higher:**

- All school activities will take place indoors (recess, PE, etc)

**Declared Emergency:**

- IF AT HOME, REMAIN HOME. Sites will be closed until the Principal is notified that the emergency is over. Await instructions from your supervisor.
- IF AT WORK, REMAIN AT WORK until released by the Principal/designee
- Schools may close at the direction of local authorities

**Power Loss**

If the power goes off (either as an isolated event or as part of another emergency), it may quickly return. In the event of extended power loss to a facility, these precautionary measures should be taken to keep the community and facilities safe:

- Teachers and staff will open window blinds to let in natural lighting
- Backup lighting may be utilized in spaces without natural lighting such as restrooms
- Any activities in spaces without adequate lighting will be postponed
- If power loss hampers safe food service or the ability to maintain adequate building temperature, the Principal, in consultation with Operations and Regional Leadership, may initiate an early dismissal
- Unnecessary electrical equipment and appliances should be turned off. Power restoration could result in a surge causing damage to electronics and affecting sensitive equipment.
- *If the facility is located in an environment with freezing temperatures:*
  - Turn off and drain the following: the fire sprinkler system, standpipes, potable water lines, and toilets in the event of a long term power loss.
  - Equipment that contains fluids that could freeze without heat should be moved to heated areas or drained of liquids.

#### **Upon Restoration of Heat & Power:**

- Electronic equipment should be brought up to room temperature before energizing to prevent condensate from forming in the circuitry.
- *In freezing environments:* Fire and potable (drinking) water piping should be checked for leaks from freeze damage after the heat has been restored to the facility and water turned back on.

#### **Public Safety Power Shutoff**

- Rocketship Network staff receive public safety power shutoff alerts from local power authorities
- Network staff communicate and plan with Principals and BOMs to respond to the potential impact of these shutoffs and communicate with our communities

## Shelter-in-Place

A Shelter-In-Place order means that a situation has occurred that requires students and staff to remain inside with limited exposure to outside air (turn off the air conditioning). An example of a Shelter-in-Place emergency would be a fire in a nearby factory that is releasing toxic fumes into the air.

1. The Principal or BOM will make an announcement to signal a shelter-in-place, such as “we have received information about a fire at a manufacturing plant nearby that is releasing toxic fumes. Students and staff should get inside. Teachers, close the windows to your classrooms. We will be turning off the air conditioning. Please stay inside and continue teaching with the windows shut. I will be sending out an email that you should all respond to once you have taken attendance.”

2. The Principal or BOM will contact local authorities for information.
3. The Business Operations Manager should turn off the HVAC system.
4. When the announcement has been given, teachers should lead all students indoors and into their classrooms and shut the doors and windows. It is a good idea to stuff a towel or sweatshirt under the door, if available. Once inside, teachers should take roll.
5. The Principal or BOM will send out an email to teachers asking teachers to confirm that they are OK and that all students are accounted for.
6. If safe to do so, the BOM should walk through the campus to make sure that all windows are shut and doors are closed.
7. Teachers should respond to the email confirming they are OK or alerting the Principal that students are missing. If students are missing, the Principal will decide if a search and rescue mission is safe.
8. If necessary, BOM should shut off the gas and power systems for the building.
9. The Principal or BOM should contact the authorities (local Fire department) to find out when it is safe to release students/end the Shelter-in-Place drill.

## Car/ Bus Accident

In case of a car or bus accident on/near the school premises, the Bus Driver or First Responder to the Scene should take charge of emergency response actions.

1. Remain calm and call 911 immediately. Report any and all details, including if another vehicle was involved, the make/license plate number, and details about the driver.
2. Contact the school Principal. The Principal or designee should call the Director of Schools immediately and also contact the bus owner/contractor.
3. The driver or First Responder should care for the immediate needs of his passengers to the extent possible and also to the non-passengers involved in the accident, if possible.
4. The driver and First Responder(s) should wait for the emergency responder personnel (fire, ambulance, etc.) to arrive. Even if an ambulance is not needed, the First Responder should also and driver should wait on the premises while the driver(s) and principal report the accident
5. Afterward, preserve the accident to the extent possible – don't move things except in the service of helping victims.
6. The driver may not authorize any passenger to leave or be taken from the accident scene. If there are children on the bus, a staff member must supervise dismissal.

## Threat to School

*If a school is threatened over the phone (e.g. bomb threat, terrorism), the receiver of the call needs to keep cool and try to remember as much information as possible from the caller.*

### **Person Receiving the Threat**

The person who receives the threat has the best information for police to follow-up on.

- Try to keep the caller on the line – don't hang up!
- Get as much information as possible from the caller and write down what you're hearing:
  - Is the caller a male or a female? Adult or child?
  - What did the caller's voice sound like? High? Soft? Whispery? Deep? Raspy? Intoxicated?
  - Did the caller have an accent?
  - Did you hear anything in the background? Cars/street noise? Dog barking? Music? Voices?
  - What specifics did the caller give about the threat (e.g. a bomb will explode in the server room tomorrow at noon)?
- After the caller hangs up, report immediately to the Principal or nearest school leader.
- Call 911 and report these details.

### **Upon hearing of a threat to the school, the Principal:**

- Make sure 911 is called immediately, and that the person receiving the threat has either called or is available to provide first-hand information to the 911 receiver.
- Assumes command of the emergency until replaced by the fire department/Sheriff's Department.

### ***Specific Situation: Bomb Threat***

- BOM or designee leads an evacuation of the building. "Your attention please. Your attention please. Evacuate the building – Evacuate the building."
- The principal and BOM should conduct a sweep of the school grounds after the evacuation to make sure everyone is out.
- Teachers should: visually scan their room – is there anything out of place? Any students missing?
- Count students quickly before leaving and grab the safety clipboard.
- Leave doors unlocked and turn off lights when leaving.

### ***Specific Situation: Shooting Threat***

- The BOM shall implement a hard lockdown order until police arrive.
- School Leaders should check all restrooms and the perimeter of the building and lock the gate to keep the area secure.
- Contact the Director of Schools and Regional Director of Operations to initiate a crisis response plan.
- If school buildings are deemed unsafe, School Leaders should arrange for transportation to another site.

- With the Office Manager, the Principal and BOM will contact parents so that they know where to go for an emergency pickup and so that they are not rushing to a dangerous site (i.e. by using OneCall)

## Explosion

This section addresses four possible scenarios involving an **Explosion/Risk of Explosion**. (Note: this plan addresses the emergency response to a terrorist attack resulting in an explosion).

### **Scenario 1: Explosion on School Property**

1. In the event of an explosion, everyone should initiate DUCK AND COVER. Teachers should instruct students to DUCK and COVER.
2. The Principal or BOM will call "911."
3. The Principal/BOM will consider the possibility of another imminent explosion and initiate emergency response actions based on their assessment of the situation. These emergency response actions could include SHELTER-IN-PLACE (low threat of another explosion), EVACUATE BUILDING or OFF-SITE EVACUATION.
  - a. In the event of an evacuation, the Principal will direct the Office Manager or designees to make an announcement of the evacuation and give instructions to teachers and other staff, including which assembly site to use.
  - b. The Office Manager will take the Emergency Cards, Sign in/Sign Out Sheets, and the First Aid Kit with him/her to the assembly point. The Office Manager must make sure all Physically-Challenged Students and staff are assisted out of the buildings.
  - c. In the event of an evacuation, Teachers should follow standard evacuation procedures. They should grab their safety clipboard and attendance roster, count their students before leaving, shut the door, and lead their students in an orderly fashion on the established route to the assembly site.
4. At the assembly site, teachers will take attendance to account for students. Teachers will notify the Site Communications Team (Principal, APs, or BOM) of missing students.
5. If students or staff are injured, the Office Manager will direct the First Aid Team to set up a station and tend to the injured.
6. The BOM will notify the appropriate utility company of damages to water lines, sewers, power lines and other utilities.
7. The Principal/BOM will notify the Director of Schools to initiate a Crisis Response Plan (See also: Crisis Response Plan).
8. Members of the Traffic and Security Team, under direction of the BOM, will post guards a safe distance away from the building entrance to prevent persons entering the school buildings.
9. The Student Release/Communications Team will notify parents of emergency release plans and procedures (e.g. using OneCall).

10. An area affected by an explosion will not be reopened until an appropriate agency provides clearance and the **Principal/designee** gives authorization to do so and a qualified fire suppression and hazmat team has inspected the building.

### **Scenario 2: Risk of Explosion on School Property**

1. The Principal and BOM will initiate the appropriate emergency response based on available information. This may include DUCK AND COVER, SHELTER-IN-PLACE, EVACUATE BUILDING, or OFF-SITE EVACUATION.
2. In the event of an evacuation, the BOM will make an announcement of the evacuation and give instructions to teachers and other staff, including which assembly site to use.
3. The Office Manager will take the Emergency Cards, Sign-in/Out sheets, and First Aid Kit with him/her to the assembly point.
4. In the event of an evacuation, Teachers should follow standard evacuation procedures. They should grab their safety clipboard and attendance roster, count their students (if safe to do so) before leaving, and proceed to the assembly site.
5. At the assembly site, teachers will take attendance to account for students. Teachers will notify the Site Communications Team (Principal, APs, or BOM) of missing students.
6. The Principal or other school leader will call "911."
7. The BOM will notify the appropriate utility company of damages to water lines, sewers, power lines and other utilities.
8. The Principal/designee will notify the Head of the Region and initiate a crisis response (see also: Crisis Response Plan).
9. All affected areas will not be reopened until the appropriate agency provides clearance and the Principal/designee issues authorization to do so.

### **Scenario 3: Explosion or Risk of Explosion in Surrounding Area**

1. The Principal or BOM will initiate a SHELTER-IN-PLACE emergency response.
2. The Principal or BOM will notify "911."
3. The school will remain in a SHELTER-IN-PLACE condition until the appropriate agency provides clearance and the Principal/designee issues further instructions.

### **Scenario 4: Nuclear Blast or Explosion Involving Radioactive Materials**

1. The **Principal or BOM** will initiate the SHELTER-IN-PLACE emergency response. The Office Manager or designee will communicate this order to teachers, and teachers will make sure students follow this order
  - a. When sheltering, personnel should try to establish adequate barriers or shielding (e.g. concrete walls, metal doors) between themselves and the source of the blast or explosion, and should avoid sheltering near exterior windows.
  - b. The **Principal/designee** will notify "911."
2. After the initial blast, the **Site Communications Team** (Principal, APs, BOM) should lead an effort to remove students from rooms with broken windows, extinguish fires, provide first aid, and relocate students from upper floors if possible.



3. Under direction of the BOM, the Utilities and Hazards Team will turn off the school's main gas supply, local fans in the area; close and lock doors and windows; shut down all buildings' air handling systems; seal gaps under doors and windows with wet towels or duct tape; seal vents with aluminum foil or plastic wrap, if available; and turn off sources of ignition, such as pilot lights.
4. The Principal or designee will monitor radio or television announcements and initiate further actions as appropriate.
5. At the Principal/designee's discretion, and only if safe to do so, designated personnel should attempt to distribute emergency supplies including food and water.
6. The school will remain in a SHELTER-IN-PLACE condition until the appropriate agency provides clearance.

## Radiation Threat

A radiation threat, often called a "dirty bomb," is the use of common explosives to spread radioactive materials over a targeted area.

- If you are OUTSIDE, cover your nose and mouth and quickly go inside a building that has not been damaged.
- If you are INSIDE, close windows and doors; turn off air conditioners, heaters or other ventilation systems. (Shelter-in-Place)
- Steps for self-decontamination:
- REMOVE YOUR CLOTHES and put them in a sealed plastic bag.
- WASH SKIN as thoroughly as possible with lukewarm water

## Chemical Spills & Hazardous Substances

### ***When a large chemical spill has occurred:***

1. Immediately notify the BOM and Principal
2. Contain the spill with available equipment (See "Location of Safety Equipment" list in the safety clipboard)
3. Secure the area & alert other site personnel
4. Do not attempt to clean the spill unless trained to do so
5. Attend to injured personnel & call the medical emergency number if required
6. Call a local spill cleanup company or the Fire Department to perform a large chemical spill cleanup (See the Emergency Contact list in your safety clipboard)
7. Evacuate building as necessary

### ***When a small chemical spill has occurred:***

1. Notify the designated official (Principal)

2. If toxic fumes are present, secure the area to prevent other personnel/students from entering
3. Small spills must be handled in a safe manner, while wearing the proper PPE
4. Review general spill cleanup procedures
5. The name/number to call for chemical spill cleanup is included in the Emergency Contact List in your safety clipboards.

**Hazardous Substances:**

Hazardous Substances include, but are not limited to, the following:

Gasoline	Lacquer Thinner
Solvents	Paint
Motor Oil	Agricultural Spray
Diesel Fuel	Paint Thinner
Kerosene	Stain
Anti-Freeze	Brake Fluid
Airborne Gases/Fumes	

If you encounter a spill, hazardous substance or gas/fumes, always call for assistance (See the Emergency Contacts on your Safety Clipboard) and:

1. Extinguish all ignition sources
2. Shut off main emergency switch to fuel pump, if appropriate
3. Move appropriate fire extinguishing equipment to area
4. If possible, contain the spill to prevent further contamination
5. Move people/personnel away or evacuate from contamination area

## Biological / Chemical Incident

A Biological or Chemical Release is an incident involving the discharge of a biological or chemical substance in a solid, liquid or gaseous state. Such incidents may also include the release of radioactive materials. Common chemical threats within or adjacent to schools include the discharge of acid in a school laboratory, an overturned truck of hazardous materials in proximity of the school, or an explosion at a nearby oil refinery or other chemical plant.

The following indicators may suggest the release of a biological or chemical substance: (1) Multiple victims suffering from watery eyes, twitching, choking or loss of coordination, or having trouble breathing. Other indicators may include the presence of distressed animals or dead birds.

**Scenario 1: Substance Released Inside a Room or Building**

1. The Principal/designee will initiate the EVACUATE BUILDING action. Staff will use designated routes or other alternative safe routes to an assigned Assembly Area, located upwind of the affected room or building.

2. The Principal/designee will call “911” and will provide the exact location (e.g., building, room, area) and nature of emergency.
3. The Principal/designee will notify the Regional Team of the situation.
4. The Principal/designee will instruct the Security/Utilities Team to isolate and restrict access to potentially contaminated areas.
5. The Security/Utilities Team will turn off local fans in the area of the release, close the windows and doors, and shut down the building’s air handling system.
6. Persons who have come into direct contact with hazardous substances should have affected areas washed with soap and water. Immediately remove and contain contaminated clothes. Do not use bleach or other disinfectants on potentially exposed skin. Individuals that have been contaminated “topically” by a liquid should be segregated from unaffected individuals (isolation does not apply to widespread airborne releases). A member of the First Aid/Medical Team should assess the need for medical attention.
7. The Assembly Area Team will prepare a list of all people in the affected room or contaminated area, specifying those who may have had actual contact with the substance. The Assembly Area Team will provide the list to the Principal/designee and the emergency response personnel.
8. Any affected areas will not be reopened until the Santa Clara County HazMat or appropriate agency provides clearance and the Principal/designee gives authorization to do so.

#### **Scenario 2: Substance Released Outdoors and Localized**

1. The Principal/designee will immediately direct staff to remove students from the affected areas to an area upwind from the release. The Principal/designee will, if necessary, initiate the EVACUATE BUILDING action.
2. The Traffic and Security Team (under direction of the Business Operations Manager) will establish a safe perimeter around the affected area and keep personnel from entering the area.
3. The Principal/designee will call “911” and the local emergency management agency (see Emergency Contacts List in your safety clipboard) and will provide the exact location and nature of the emergency.
4. The Principal/designee will notify the Director of Schools of the situation to initiate a crisis response.
5. The Utilities/Hazards Team (under direction of the Business Operations Manager) will turn off local fans in the area of the release, close the windows and doors and shut down the air handling systems of affected buildings.
6. Persons who come into direct contact with hazardous substances should have affected areas washed with soap and water. Immediately remove and contain contaminated clothes. Do not use bleach or other disinfectants on potentially exposed skin. Individuals that have been contaminated “topically” by a liquid should be segregated from unaffected

individuals (isolation does not apply to widespread airborne releases). A member of the First Aid Team (led by the OM) should assess the need for medical attention.

7. The Site Communications Team (Principal, APs, BOM) should compile a list of all people in areas of contamination, especially those who may have had actual contact with the substance. The Site Communications Team will provide this list to emergency response personnel.
8. Any affected areas will not be reopened until the appropriate agency provides clearance and the Principal/designee gives authorization to do so.

### **Scenario 3: Substance Released in Surrounding Community**

1. If the Principal/designee or local authorities determine a potentially toxic substance has been released to the atmosphere, the Principal/designee will initiate SHELTER-IN-PLACE.
2. Upon receiving the SHELTER-IN-PLACE notification, the Utilities/Hazards Team (under direction of the BOM) will turn off local fans in the area; close and lock doors and windows; shut down all buildings' air handling systems; seal gaps under doors and windows with wet towels or duct tape; seal vents with aluminum foil or plastic wrap, if available; and turn off sources of ignition, such as pilot lights.
3. Staff and students located outdoors will be directed to proceed immediately to nearby classrooms or buildings (e.g., auditorium, library, cafeteria, gymnasium). Teachers should communicate their locations to the Principal/designee, using walkie-talkies or other means without leaving the building.
4. The Principal/designee will call "911", and the local emergency management warning agency.
5. The Principal/designee will notify the Director of Schools of the situation.
6. The Principal/designee will turn on a radio or television station to monitor information concerning the incident.
7. The school will remain in a SHELTER-IN-PLACE condition until the appropriate agency provides clearance, or staff is otherwise notified by the Principal/designee.

## Emergency Student Release

School Leaders will communicate with families via the one call/message system. Communication will happen when it has been deemed safe to do so by the school Principal. In the event that the nature of the emergency necessitates an early release of students, families will be notified by one call/message system of the instructions, locations and time for early release. Rocketship staff will follow regular dismissal procedures by only releasing students to families with a dismissal card or who have provided an ID that matches the emergency contact list. If students have been moved to a secondary evacuation site, a release station will be set up to check dismissal cards or IDs and release students to authorized individuals.

# Emergency Drill Protocols

## Fire Drill

1. The **Principal or designee** should sound the fire alarm or otherwise announce the beginning of the fire drill.
2. Teachers should grab their safety clipboards, quickly count students, and lead students outside to the assembly site. Teachers should SHUT THE DOOR when leaving.
3. School Leaders should sweep the hallways and ensure proper flow of foot traffic.
4. At the assembly site, teachers should take attendance.
5. The **Principal or designee** should time the drill. Evacuation of the building should be complete within 5 minutes of the alarm sounding.
6. While staff and students are still assembled, take a moment to quickly debrief: did everyone remember to take attendance? Did staff members know where to go? Did everyone shut their door? Did they take their safety clipboards with them?
7. Remember to record the drill in the Rocketship Drill Log.

## Lockdown Drill

1. Students, staff, and families should be prepared for the lockdown drill prior to the announcement. Teachers could discuss the lockdown drill with students as “learning what to do in case a burglar comes into the school.”
2. The **Principal or designee (e.g. OM)** will make an announcement over the loudspeaker indicating that the lockdown drill has begun: “Staff and Students: This is the beginning of our lockdown drill. Teachers, please barricade your doors and count your students.”
3. **Teachers** should follow the lockdown procedure: Bring all students into the classroom, lock the classroom door (as possible), barricade the door, turn off the lights, build interior barricades, and keep students calm and quiet in the safety triangle, a safety triangle is a location in the room where you can not be seen through the window in the door (sheltering behind interior barricades until the drill is over). Teachers should also take roll, using the roster from their safety clipboard.
4. The **Principal** and other administrators (e.g. AP, Deans) should come door to door to check on classrooms and ensure all teachers have followed the proper procedure.
5. After the drill has been completed, the **Principal or designee** should give the “All Clear” notice over the loudspeaker.
6. The Principal and staff should debrief after the drill has been conducted. Teachers and students may also want to discuss the drill after it is done.

## Shelter-in-Place Drill

To run a shelter in place drill, staff should do the following:

1. The **Principal** should make an announcement for a Shelter-in-Place drill and clarify what staff and students are expected to do: “We are beginning our Shelter-in-Place drill. Teachers, shut and lock your classroom door and have your class gather in a part of the classroom away from the windows and doors. Lower the blinds in your classroom to cover the windows, if possible.”
2. **Teachers** should lock the door (if they can) and direct students to remain indoors in the safest part of the classroom (away from windows and doors). Windows should be shut and covered.
3. The **Business Operations Manager** should confirm that he/she understands how to turn off the gas, power, and HVAC systems.
4. The Principal should time 5 minutes total from the start of the drill to the end of the drill and should then announce that the “Shelter-in-Place” drill is over.
5. While staff and students are still assembled, take a moment to quickly debrief: did everyone remember what to do? Was it scary?
6. Remember to record the drill in the Rocketship Drill Log.

## Earthquake Drills

1. The **Principal or designee** (e.g. Office Manager) will make an announcement over the loudspeaker to indicate the start of the drill.
2. Teachers should instruct their students to **DUCK, COVER, and HOLD**.
3. Students and staff members should duck or drop to the floor, take cover under a sturdy desk or table (keeping their backs to the windows), cover their heads with their hands, and hold onto the furniture for stability.
4. The Principal should wait for four minutes and then announce: “The Earthquake is over.”
5. If desired, classes can also practice evacuating after an earthquake. The Principal (or designee) should announce: “We are now evacuating to our primary assembly site.”
6. Staff and students can get out of the ducking position and prepare to evacuate:
7. Teachers should grab their safety clipboards, make sure their walkie-talkies are on, and count their students before leaving the room.
8. When leaving the room, the door should be left OPEN.
9. Students and staff should proceed to the assembly site using their predetermined evacuation route. At the assembly site, teachers should take attendance.
10. The Principal (or designee) should conduct a walkthrough of the building to make sure that all students and staff have evacuated and that doors have been left open.
11. At the assembly site, the Principal (or designee) should make sure that teachers have taken attendance.

12. While staff and students are still assembled, take a moment to quickly debrief: did everyone remember to take attendance? Did staff members know where to go? Did everyone leave their door open? Did they take their safety clipboards with them?
13. Remember to record the drill in the Rocketship Drill Log.

## Severe Weather/Tornado Drill

1. The **Principal** or designee should announce the beginning of the drill over the intercom.
2. **Teachers** should quickly count their students, grab the safety clipboard, and lead students in an orderly fashion to the designated indoor safe site. Students should then be directed to assume a ducking position, facing the interior wall, and cover their heads with their hands. The teacher should take attendance if the count of students doesn't match the number in their students.
3. The **Principal or designee** should conduct a hall sweep to make sure all students and staff have followed directions to evacuate.
4. Once all students are assembled, the **Principal** or designee should wait for three minutes and then announce that the drill is over.
5. While staff and students are still assembled, take a moment to quickly debrief: did everyone remember to take attendance? Did staff members know where to go? Did they take their safety clipboards with them?
6. Remember to record the drill in the Rocketship Drill Log.

## Administering Medications to Students

Parents/guardians need to notify the school (Office Manager and Principal) when their child is diagnosed with a chronic or acute medical condition. Parents and guardians should understand what school staff can and cannot do to help manage their child's condition. Please ask your school for the Rocketship Student/Staff Medication Policy.

With the Principal and Business Operations Manager, the Office Manager will manage the process for identifying students with medical conditions, documenting this condition and any medications that need to be administered, and administering the medication. More information can be found in the Administering Medications to Students Policy, located in the appendix.

# Medical Emergency Reporting Procedures

Medical emergencies and accidents can occur at any time and may involve a student or employee. Some emergencies may only require first aid care, while others may require immediate medical attention. When in doubt, it is better to err on the side of caution and dial **911**.

1. Medical emergencies involving students or employees must be reported to the School Principal or his/her designee.
2. Dial 911 or direct someone to do so, provide the following information:
  - a. School name and phone number
  - b. Building address including nearest cross street(s)
  - c. Exact location within the building
  - d. Your name and phone number
  - e. Nature of the emergency
3. Do not hang up until advised to do so by dispatcher
4. Send a runner to notify the school office that an individual has been injured and an ambulance has been called.
5. Ask someone to dispatch a first aid/CPR trained employee to the victim.
6. Stay calm. Keep the victim warm with a coat or blanket. Do not leave a person unattended.
7. Do not move the victim unless there is danger of further injury.
8. Do not give the victim anything to eat or drink.
9. Draft a written incident report and submit it to the School Principal, or his/her designee, before the end of the next workday. **Whenever 911 is called, you must submit and file an approved incident report (i.e. with Principal signature) within 24 hrs. of the incident.**

## First Aid, CPR, and Health Screening

Rocketship recognizes the importance of taking appropriate preventive or remedial measures to minimize accidents or illness at school or during school-sponsored activities. To this end, Rocketship has taken the following steps to support student safety.

### **First Aid Kits**

Every classroom shall have a First Aid Kit containing appropriate supplies. First aid will be administered whenever necessary by trained staff members. When necessary, the appropriate emergency personnel will be called to assist.

### **CPR**



All Principals are to be certified in adult and pediatric CPR and First Aid and recertified prior to expiration of certificates. School leaders (including Business Operations Managers and Office Managers) should be certified in CPR. These records will be kept at the school site.

Opportunities for adult and pediatric CPR and First Aid training will be offered to all teachers and teachers will be strongly encouraged to become certified in adult and pediatric CPR and First Aid and be recertified prior to expiration of certificates. School sites may also offer training to all support staff and volunteers.

Rocketship expects parents/guardians to provide emergency contact information to the school and keep such information current in case of an incident at the school.

Schools shall be stocked with multiple First Aid Kits containing appropriate supplies. First aid will be administered whenever necessary by trained staff members. When necessary, the appropriate emergency personnel will be called to assist.

As possible/safe, students will be referred to the **Office Manager** or in some regions, the **Nurse**, for minor accidents and incidents.

### **Minor Accidents**

For minor accidents, use the First Aid Kit located in the Front Office or the classroom.

### **Major Incidents**

- Office Managers are trained in First Aid and can provide assistance until emergency personnel arrive
- School leaders are trained in CPR

**If personnel trained in First Aid are not available, at a minimum, attempt to provide the following assistance:**

- Stop wounds from bleeding with firm pressure on the wound (avoid contact with blood or other bodily fluids)
- In case of choking, clear the air passages using the Heimlich Maneuver

In case of rendering assistance to personnel exposed to hazardous materials, wear the appropriate personal protective equipment. Attempt First Aid ONLY if trained & qualified

### **Poisoning**

If a student ingested a poisonous substance:

1. Call Poison Control Center Link Line 1-800-222-1222. Take appropriate first aid measures based on their instructions.

2. Call 911.
3. Notify the Principal.
4. Call the child's parents.

### **Illness**

1. If a child complains of illness, question him/her to determine severity.
2. For minor illness, the teacher should have the child rest head on desk for 10 to 15 minutes. If he/she still complains, send him/her with a note to the Office Manager (or call the office for escort).
3. If a student is too ill to walk to the office, call the Office Manager for immediate help and explain the severity of the situation. If the child feels sick after fifteen minutes, the child may be sent home.

### **Convulsions**

If a child has convulsions:

1. Keep calm. Attempt to ease him/her to the floor so he/she will not fall and injure him/herself
2. Turn his/her head to one side so his/her tongue will not block his/her airway
3. Do not attempt to insert anything in his/her mouth
4. Send someone to the office or call the office for assistance

### **Chemical Burns**

1. Chemical burns, especially those of the skin or eyes, should be flushed with large quantities of water at the nearest source.
2. After flushing the burn, the child can be escorted to the Front Office.
3. If a burn is severe, call 911.

### **Insect Bites**

1. Remove stinger if possible.
2. Apply cold, wet towel
3. Call 911 if systemic symptoms occur (labored breathing, swelling of the entire body, etc.).

### **Playground Accidents**

1. Render first aid on playground if necessary
2. If child is mobile, take to the Office Manager
3. If the child is immobile, call 911.

### **Bio-Waste:**

1. When a student has an accident or vomits, clean carpets within the first few minutes— the more untreated exposure the carpet has to the bio-waste, the more likely that there will

be a permanent and deep stain. Disposable gloves are available in the Front Office; Office Managers should also stock carpet/floor cleaner.

2. A bio bag, if necessary, should be disposed of in one of the larger cafeteria garbage bins at the earliest possible moment (may send a student if necessary).
3. Place your bio waste placard on the site of the incident before leaving for the day. This will indicate to the custodial crew the need for a more thorough carpet cleaning treatment on that

### **Tooth**

If a Tooth is displaced by traumatic injury:

1. Wrap the tooth in moist gauze.
2. Send the tooth with the injured child to the office.
3. The Office Manager should call parents immediately.

### **Rescue Breathing**

1. Tap and shout
2. Open airway
3. Look, listen, and feel for breathing.
4. Give 2 full breaths.
5. Check circulation
6. Rescue breathing count: (1) ADULT: 1 breath every 5 seconds; (2) CHILD: 1 breath every 3 seconds, (3) INFANT: 1 breath every 3 seconds

### **Nose Bleed**

1. Have the child sit down and lean forward.
2. Stop bleeding with a cloth

### **Wounds**

1. Wash the wound and apply bandage and ice, if desired.
2. If the wound is severe:
3. Have victim sit or lie down
4. Apply direct pressure to the wound
5. Treat for shock (keep them calm)
6. Do NOT move the victim unless absolutely necessary
7. Call 911

### **Choking**

If the child is unable to breath, cough, speak, then:

1. Give thrusts (below rib cage)
2. Repeat until clear
3. Do not leave a child who is choking or having breathing problems alone

## **Electric Shock**

If a child has suffered an electric shock, do NOT touch them. Call 911.

## **Resuscitation Orders**

School employees are trained and expected to respond to emergency situations without discrimination. If a student needs resuscitation, staff shall make every effort to resuscitate him/her.

***Staff members are prohibited from accepting or following parental or medical "do not resuscitate" orders.***

School staff should not be placed in the position of determining whether such orders should be followed, and such Advance Directives shall not be communicated to staff. The Principal, or designee, shall inform parents/guardians of this policy.

## **Severe Allergic Reactions (Anaphylaxis)**

Anaphylaxis is a severe and sudden allergic reaction. It occurs when a person is exposed to an allergen to which they are sensitive. The most common allergens or trigger substances that may cause anaphylaxis in school-aged children are: Peanuts, tree nuts, fish, shellfish, egg, cow's milk, sesame, soy, insect stings, latex, and certain medications.

*Anaphylaxis is potentially life threatening and always requires an emergency response.*

It is therefore critical that school staff, parents and caregivers are confident about the management and treatment of students who have been diagnosed by a medical practitioner as being anaphylactic or potentially anaphylactic.

Anaphylaxis can be treated with and Epi-Pen or other adrenaline auto injector. Only trained school staff, nurses or emergency personnel should administer and Epi-Pen or other adrenaline auto injector. Schools will conduct annual Epi-Pen training for a subset of staff.

### **Symptoms and Signs:**

The symptoms and signs of anaphylaxis, usually but not always, occur within the first 20 minutes after exposure but in some cases can be delayed up to 2 hours or more. Rapid onset and development of potentially life-threatening clinical effects are characteristic markers of anaphylaxis.

*Symptoms and signs of anaphylaxis (a severe allergic reaction) may include one or more of the following:*

- Difficulty and/or noisy breathing

- Swelling of the tongue
- Swelling or tightness in the throat
- Difficulty talking or hoarse voice
- Wheeze or persistent cough
- Dizzy/light-headed
- Loss of consciousness and/or collapse
- Pale and floppy (young child)

*Symptoms and signs of a mild to moderate allergic reaction may include one or more of the following:*

- Tingling of the mouth
- Hives, welts or body redness
- Swelling of the face, lips, eyes
- Vomiting, abdominal pain

### **Students with Severe Allergies:**

If a student is known to have a severe allergy, the student’s parent/guardian should inform the Office Manager and submit a Medication Authorization Form signed by the child’s physician for any over-the-counter or prescription medication the child needs (see also “Administering Medication to Student”). The physician should attach detailed instructions to this form; a copy of these instructions + form should be included in the plastic baggie with the student medication and the original should be kept in the Safety Binder.

### **Students with Physician Plan - Emergency Treatment for Anaphylaxis**

1. Follow emergency response procedures as outlined in the instructions from the physician (found in the baggie, along with the student’s medication, in the Front Office).
2. If the instructions indicate the use of an adrenaline auto injector (EpiPen), trained staff (e.g. Office Manager) should administer the EpiPen (**See Following Page for Detailed Instructions**)
3. Seek urgent medical assistance – call 911 and tell the dispatcher that the medical condition is anaphylaxis or a severe allergy.
4. If unconscious and no pulse is evident, commence Cardio Pulmonary Resuscitation (CPR) and continue until an ambulance arrives. (School leaders are trained in CPR, including OMs and BOMs)
5. Maintain close observation for possible relapse while waiting for ambulance or medical assistance.
6. Maintain airway, breathing and circulation at all times
7. Contact parents/caregivers.

### **Students WITHOUT a Physician Plan – Emergency Response to Anaphylaxis**

Severe allergic reactions or anaphylaxis can occur rarely when there is no history of known allergies. This situation should be treated as an emergency. Under these circumstances there will be no Action Plan. Recognition of the symptoms and/or signs as being anaphylactic may also be a problem. The following steps should be followed:

1. Seek urgent medical assistance – call 911. (If suspected, tell the dispatcher that the medical condition is anaphylaxis or a severe allergy)
2. Lay the person flat and elevate the legs if the person is dizzy or seems confused or has a reduced level of consciousness, unless this makes it more difficult for the person to breathe
3. Follow standard resuscitation measures if there is no pulse, no breathing or loss of consciousness – if oxygen is available give it at a high flow rate.

### **Using an Epinephrine Auto-Injector (EpiPen)**

1. Determine if anaphylaxis is suspected. Anaphylaxis usually, but not always, occurs right after exposure to an allergen. Frequently anaphylaxis occurs in individuals who have a history of a previous reaction. If there is uncertainty about the diagnosis, but there is a reasonable probability that it is anaphylaxis, then treat it as anaphylaxis.
2. If anaphylaxis symptoms occur, call 911. Stay with the victim. Have others notify the parents and Principal/designee immediately.
3. Have the victim sit down. Reassure the victim and avoid moving him or her.
4. Prepare to administer EpiPen.
  - a. For students in second grade or below, or if less than 66 lbs, use White label EpiPen Jr (0.15 mg)
  - b. For adults and students in third grade or above, or if more than 66 lbs, use Yellow label EpiPen (0.3 mg)
  - c. The EpiPen acts immediately; however the effects last only 10 -15 minutes. *Make sure someone has called 911 for continued care.*
5. EpiPen Administration Procedure- **only by trained staff.**
  - a. Grasp the EpiPen and form a fist around the unit. With the other hand, pull off the GRAY Safety Cap.
  - b. Hold the black tip near the outer thigh. Never put your thumb, fingers, or hand over the black tip. (If an accidental injection occurs, go immediately to the nearest hospital emergency room.)
  - c. Swing and jab the black tip firmly into the OUTER BARE THIGH so that the auto-injector is perpendicular (at a 90° angle) to the thigh. You will hear a click. (The EpiPen can be injected through the victim's clothing, if necessary.)
  - d. Hold the EpiPen firmly in place for 10 seconds, and then remove it from the thigh. (After the injection, the victim may feel his or her heart pounding. This is a normal reaction.)
  - e. Remove the EpiPen and massage the injection area for several seconds.
  - f. Check the black tip:

- i. If the needle is exposed, the dose has been delivered
    - ii. If the needle is not exposed, repeat steps b through e
  - g. Dispose of the EpiPen in a "sharps" container or give the expanded EpiPen to the paramedics.
  - h. Call 911, if not previously called.
6. If the anaphylactic reaction is due to an insect sting, remove the stinger as soon as possible after administering the EpiPen. Remove stinger quickly by scraping with a fingernail, plastic card or piece of cardboard. Apply an ice pack to sting area. Do NOT push, pinch, or squeeze, or further imbed the stinger into the skin because such action may cause more venom to be injected into the victim.
7. Observe the victim for signs of shock. Cover the victim with a blanket, as necessary, to maintain body temperature and help to prevent shock.
8. Monitor the victim's airway and breathing. Begin CPR immediately if the victim stops breathing.
9. Take the victim's vital signs (if trained to do so) and record them. Duplicate the emergency card for the paramedics. When paramedics arrive tell them the time EpiPen was administered and the dose administered. If EpiPen has not been disposed of in a sharps container, give the expanded EpiPen to the paramedics.
10. **If symptoms continue and paramedics do not arrive, use a new EpiPen and re-inject 15 to 20 minutes after initial injection.** Continue to monitor the victim's airway and breathing.
11. Follow-up medical care should be obtained at the emergency room or from the victim's physician. A second delayed reaction may occur up to 6 hours after the initial anaphylaxis.
12. Document the incident and complete the accident/incident report. Include in the documentation the date and time EpiPen was administered, the victim's response, and additional pertinent information.

**DO NOT HESITATE to administer Epipen and to call 911, even if the parents cannot be reached.**

- Call 911 immediately. 911 must be called if Epipen is administered.
- Advise 911 dispatch that the student is having a severe allergic reaction and Epipen is being administered.
- Students should remain quiet with a staff member at the location where the symptoms began until EMS arrives.
- Provide a copy of the Severe Allergy Plan to EMS upon arrival.
- Notify the administrator and parent/guardian.

Please also see Rocketship Education Medication Administration Policies in the Appendix.

## Asthma Attack

Asthma is a chronic inflammatory disease that causes the airways of the lungs to tighten, leading to wheezing, breathlessness, chest constriction, and coughing. Schools can be full of environmental triggers for student asthma. Students with uncontrolled asthma may miss school more often and have poorer academic performance than healthy students; supporting a strong asthma management program is crucial to ensuring a child's asthma is controlled and that student is ready to learn.

### **Students with Asthma:**

If a student is known to have asthma, the student's parent/guardian should inform the Office Manager and submit a Medication Authorization Form signed by the child's physician and Medication Administration Record for any over-the-counter or prescription medication the child needs (see also "Administering Medication to Student"). The physician should attach detailed instructions to this form; a copy of these instructions + form should be included in the plastic baggie with the student medication and the original should be kept in the Nurse's Binder.

### **Emergency Response Procedures for Severe Asthma Episode**

**NEVER leave a student with breathing problems alone**, whether or not asthma has been diagnosed. Stay with the student and do not send the student with breathing problems anywhere.

#### *Signs/Symptoms of an Asthma Attack:*

1. Very fast or hard breathing.
2. Skin sucking in over the child's stomach or ribs with breathing.
3. Breathing so hard they cannot walk or speak.
4. Lips or fingernail beds turn blue.

#### *Emergency Response:*

1. Stay with the student, call for help, and have someone call 9-1-1.
2. Keep the student sitting upright.
3. Ask the student if their quick-relief medication (Albuterol) is with them, or have quick-relief medication brought to student from the Front Office (by Office Manager) and assist in immediate administration (inhaler or nebulizer), in accordance with their Asthma Action Plan.
4. Repeat quick-relief medication every 20 min or as authorized in the student's Asthma Action Plan.
5. Watch breathing and be prepared to administer CPR until paramedics arrive.
6. Have someone notify the student's parents/caregivers.

## Communicable and Contagious Disease/Illness



Schools, like other workplaces, can spread communicable diseases. When faced with an outbreak of a communicable or contagious disease, the Principal of a Rocketship school will consult closely with the State Department of Health for accurate medical/outbreak management advice.

The following are among the most common communicable diseases in school/childcare settings:

- **Chickenpox:** Chickenpox is a highly contagious disease caused by the varicella virus, a member of the herpes virus family. It is the most commonly reported childhood disease; about 75% of the population has had chickenpox by age 15 and 90% by young adulthood. Chickenpox is most common in winter and early spring. Symptoms of chickenpox commonly appear 13-17 days after infection and include the sudden onset of a low grade fever and tiredness/weakness. This is followed by an itchy blister-like rash.
- **Common Cold:** The common cold (also called viral rhinitis) is a viral infection, characterized by nasal congestion, a clear, runny nose, sneezing, scratchy throat and general malaise.
- **COVID-19:** COVID-19 is an infectious disease caused by a newly discovered coronavirus. Most people infected with the COVID-19 virus will experience mild to moderate respiratory illness and recover without requiring special treatment. (Additional information about COVID-19 policies can be found in the Policy Appendix.)
- **Fifth Disease:** Fifth disease, a mild, usually non febrile rash illness is caused by a human parvovirus (B19). While considered a mild disease Fifth disease is of concern for persons with the following conditions: pregnant, immunocompromised, undergoing chemotherapy treatment and sickle cell. *Staff with these conditions should consult with their personal health care providers and alert the Principal and regional staff immediately. The Principal and regional staff should contact the State Department of Health if there is a case or outbreak of Fifth disease.*
- **Hepatitis B:** Hepatitis B (formerly known as serum hepatitis) is an infection of the liver caused by a blood borne virus. The disease is fairly common. Hepatitis B causes fatigue, poor appetite, fever, nausea, vomiting, diarrhea, joint pain, hives, and rash. Urine may appear dark in color and jaundice (yellowing of the skin) may result. Symptoms appear 3-6 months after exposure.
- **Influenza (Flu):** Influenza is a viral infection of the nose, throat, bronchial tubes and lungs. There are two main types of virus: influenza A and influenza B. Each type includes many different strains, which tend to change each year.
- **Measles:** Measles is a highly contagious viral disease that causes fever and a rash. Measles is more common in winter and spring. Epidemics of measles can occur. Measles can cause a very high fever, cough, runny nose, and red watery eyes. Roughly 2-4 days after initial symptoms, a rash of red spots develops on the face and spreads over the body. Little white spots (Koplik spots) may appear on the gums and inside the cheeks. A

person is contagious 4 days before to 4 days after the appearance of the measles rash. Infection with measles provides lifelong immunity.

- **Meningitis (Bacterial):** Meningitis (bacterial) is a severe bacterial infection of the meninges (a thin lining covering the brain and spinal cord) caused by the bacteria called *Neisseria meningitidis*. Meningococemia is the term for infections involving the bloodstream. Most people exposed to meningococcus bacteria do not become seriously ill, but some develop fever, headache, vomiting, stiff neck, and rash. This disease can be fatal. Symptoms may occur 2-10 days after exposure. *Staff with these conditions should consult with their personal health care providers and alert the Principal and regional staff immediately. The Principal and regional staff should contact the State Department of Health if there is a case or outbreak.*
- **Meningitis (Viral):** Viral meningitis is a viral infection of the lining (meninges) covering the brain and spinal cord. There are many types of viruses that can cause this disease. Some kinds of viral meningitis and others are not. Symptoms include fever, headache, stiff neck, and fatigue. Rash, sore throat, and intestinal symptoms may also occur. *Staff with these conditions should consult with their personal health care providers and alert the Principal and regional staff immediately. The Principal and regional staff should contact the State Department of Health if there is a case or outbreak.*
- **(MRSA) Methicillin-Resistant Staphylococcus Aureus:** MRSA stands for methicillin-resistant *Staphylococcus aureus*, but is shorthand for any strain of *Staphylococcus* bacteria which is resistant to one or more conventional antibiotics. Symptoms depend on the part of the body affected but often include redness, swelling, and tenderness at the site of the infection.
- **Mumps:** Mumps is a viral illness that causes fever and swelling of one or more glands near the jaw. Mumps is more common during winter and spring. Symptoms of mumps include fever, body aches, headaches, and the swelling of one or more of the salivary glands. The parotid gland (just below the ear) is often most affected. Complications can include pain/swelling of the testicles, deafness, arthritis, and problems of the brain and nervous system. People with mumps are contagious from 3 days before to 4 days after symptoms appear. Symptoms usually occur 16-18 days after infection.
- **Tuberculosis:** TB is spread when a person who has active, untreated TB germs in their lungs or throat coughs, sneezes, laughs, or speaks, spreading their germs into the air. A person who breathes in TB germs usually has had very close, day-to-day contact with someone who has active TB disease.
- **Whooping Cough (Pertussis):** Pertussis, also known as whooping cough, is a highly contagious bacterial illness that causes a cough lasting several weeks. Early symptoms of pertussis include a runny nose, sneezing, fever, and cough. About 1-2 weeks later, the cough worsens and patients develop bursts or rapid coughing followed by a “whoop.” A person is contagious from 7 days after exposure to 3 weeks after the appearance of the coughing fits. (Adapted from: <http://www.uft.org/our-rights/meningitis-viral>)

## **Principles for Dealing with an Outbreak or Incident of Communicable/Contagious Disease on School Grounds**

School staff and parents should notify the Principal ASAP of any confirmed cases of common contagious diseases (ex. influenza, pertussis, mumps, measles, chickenpox) or a single incident of a severe contagious disease (ex. TB, meningitis)

In case of an outbreak (**3 or more confirmed cases**) of a common contagious disease, the Principal should alert the Director of Schools and consult with the State Department of Health for next steps (see also: Crisis Response Plan).

In case of an incident of a severe contagious disease, the Principal should alert the Director of Schools and consult with the State Department of Health for next steps (See Crisis Response Plan).

### **Guidelines for Dealing with an Outbreak of a Communicable Disease:**

1. The Principal reports the incident to the Director of Schools.
2. The Director of Schools and Principal report to the State Department of Health to seek guidance on managing the outbreak and to create public communications materials for families with up-to-date medical information
3. If requested, the Principal may share student vaccination information with the State Department of Health (in student cum. files)
4. The Principal will notify families of exposure to this disease by sending home a letter with information on next steps (For example, if a student at a schools is found to have TB, TB tests may be provided at the school site free of charge)
5. The Principal should exclude from school student staff members who have symptoms until it is safe for them to return, per guidelines provided by the State Department of Health (For example, kids with chickenpox may return after their rash has crusted)
6. The Principal should exclude from school student staff members who have symptoms until it is safe for them to return, per guidelines provided by the State Department of Health (For example, kids with chickenpox may return after their rash has crusted)
7. The Principal may also, per Department of Health guidance, exclude infants, *immunocompromised persons (including pregnant women) and non-compliant (unvaccinated) children* or those with *religious exemptions* to vaccination

## Head Lice Policy

If a student is suspected of having head lice (i.e., constant itching or tickling feeling in the hair), the school nurse or other trained school employee may examine the hair of the suspected student for lice or nits (lice eggs). In certain circumstances, the employee may also examine other members of that student's household. If a student is positive for live head lice, the student is to be sent home at the end of the school day with information to the parents regarding treatment and

control measures. Students with head lice do not need to be sent home early, they can go home at the end of the day, be treated, and return to class after appropriate treatment has begun. Any absences related to head lice will be documented and counted as an excused absence in accordance with Rocketship's Attendance and Truancy Policy.

### **Exposure Notice**

If there are two or more students affected in any class, Rocketship will send home an exposure notice with information about head lice to all parents/guardians in that class. Rocketship will maintain the privacy of students identified as having head lice and excluded from attendance.

### **Returning to School**

Rocketship will provide parents/guardians of affected students with instructions on how to conduct post-treatment examinations on their children. Parents/guardians may send their child back to school when they believe that the child's hair is no longer infested with head lice. Parents should not withhold the child from school for any days longer than necessary; typically, no more than three days. Any absences longer than three days require a doctor's note. If the family is unable to obtain a doctor's note, the family should arrange to have a meeting with the school to discuss the length of absence. The school has the discretion to excuse additional days if school staff determine this is necessary. The school nurse or other trained staff members may reexamine the student's hair upon return. If the student shows no trace of live head lice, the student may return to school.

## **Bloodborne Pathogens Safety Procedures**

### **Rocketship Policy on Bloodborne Pathogens Safety (All Regions)**

The blood borne pathogens safety procedure has been developed by Rocketship Education to promote safe work practices for employees in an effort to reduce occupational exposure to Hepatitis B Virus (HBV), Human Immunodeficiency Virus (HIV) and other blood borne pathogens.

The following are several principles that should be followed by Rocketship employees when working with, or if exposed to, bloodborne pathogens:

- Being prudent and wise in their work to minimize exposure to bloodborne pathogens
- Never underestimate the risk of exposure to bloodborne pathogens
- Rocketship shall work to institute as many engineering and work practice controls as necessary to minimize or eliminate employee exposure to bloodborne pathogens.

To keep this policy current, it will be reviewed and updated as follows:

- At least annually
- Whenever new or modified work tasks or procedures are implemented which may affect occupational exposure to employees.
- Whenever an employee is exposed to a blood borne pathogen.

## Methods of Compliance

To effectively eliminate or minimize exposure to bloodborne pathogens, Rocketship has implemented the following methods of compliance.

- Universal Precautions: Rocketship observes the practice of “Universal Precautions” to prevent contact with blood and other potentially infectious materials. As a result, Rocketship employees treat all human blood and bodily fluids as if they are potentially infectious for HBV, HIV and other blood borne pathogens.
- Engineering Controls: When necessary, Rocketship shall use available engineering controls to eliminate or minimize employee exposure to bloodborne pathogens including
- Hand washing facilities (or antiseptic hand cleansers and towels or antiseptic towelettes), which are readily accessible to employees who have potential for exposure.
- Containers for contaminated sharps have the following characteristics:
  - Puncture-resistant
  - Color coded or labeled with a biohazard warning label
  - Leak-proof on the sides and bottom
  - Specimen and Secondary Containers which are:
    - Red in color
    - Puncture-resistant, when necessary
    - Color coded or labeled with a biohazard warning label
    - Leak-proof on the sides and bottom
- Workplace Controls: Work practice controls are those that have been implemented to prevent the spread of infectious diseases. Universal precautions include hand washing, gloving (and other personal protective equipment - *PPE*), clean-up and housekeeping techniques
- Hand washing: Employees must always wash their hands before eating, before handling clean equipment and utensils, before and after assisting with feeding, after toileting, or assisting in toileting, after contact with any bodily secretions or fluids, after removing disposable gloves and after completing custodial tasks.
- Gloving (and other personal protective equipment - PPE): Gloves and other PPE should be worn at a minimum under the following conditions:
  - At all times when contact is anticipated with blood or other bodily fluids.
  - When the wearer has an open sore or cut and handling bodily fluids or blood.
  - When rendering first-aid.
  - When cleaning up a spill of blood, bodily fluids, vomit, urine, fecal material or saliva

- Clean-Up of Spills: The following safe practices should be followed when cleaning up spills:
  - Always wear gloves and other PPE as necessary to prevent exposure
  - Use towels or other absorbents in conjunction with soap and water.
  - Use approved disinfectants as necessary.
  - Discard absorbents and other materials in appropriate plastic bag labeled for such items
  - Remove gloves after completing the clean-up procedure and discard them into the same plastic bag as other contaminated items.
- Housekeeping: The following housekeeping practices should be followed to aid in the elimination of potential exposure hazards.
  - Always decontaminate any contaminated surfaces immediately with the appropriate disinfectant.
  - If equipment or PPE become contaminated, immediately remove and replace them
  - Inspect and decontaminate bins, pails or other similar receptacles which may become contaminated
  - Make sure broken glassware, which may be contaminated, is cleaned up using such items as a dust pan, tong, etc. Do not pick up broken glassware directly with your hands.
  - Discard regulated waste in a manner consistent with law.
  - Discard sharps immediately in containers provided for such.
  - Always close containers. If a container is leaking, place one container in a second container. Containers for regulated waste other than sharps are red in color and labeled biohazard.
  - The CEO or his/her designee is responsible for organizing the collection and handling of the school's contaminated waste with a HazMat Collection Organization. Written records of regulated waste disposal off site shall be kept by the school.

## **Information and Training**

Employees shall be retrained annually to keep their knowledge of this area current. New employees or those who may be assigned a new task will receive this training as necessary. The CEO or his/her designee is responsible for ensuring that employees who have a potential for exposure to bloodborne pathogens receive this training. Records of the training shall be maintained by the CEO or his/her designee and include names and job titles of attendees, date of training, contents of training provided, and the names and qualifications of instructor(s). The training program shall cover at a minimum:

- [Blood borne Pathogens Standard](#)
- The location of this policy and that it is available for review.

- Appropriate methods for recognizing tasks and activities that may involve exposure to blood and other potentially infectious materials.
- Review of limitations and methods that will prevent or reduce exposure including: engineering controls, workplace practices, PPE.
- Visual warnings of biohazards including signs, labels, and color coded containers
- Information on Hepatitis B Vaccinations including efficacy, safety, method of administration, benefits of the vaccination and the District free vaccination program.
- Actions to take and persons to contact in an emergency involving blood or other potentially infectious materials. Including follow up reporting if an exposure incident occurs and post exposure evaluation including medical consultation to be provided.

### **Labels and Signs**

The biohazard labeling system is used. These labels, which are red in color, are used in conjunction with the approved red color-coded containers to warn employees of possible exposures. The following items at the school are labeled: Containers of regulated waste, shaRocketship disposal containers, other containers used to store contaminated material.

### **Hepatitis B Vaccinations, Post Exposure and Follow up**

The Principal, or designee, shall meet state and federal standards for dealing with bloodborne pathogens and other potentially infectious materials in the workplace. The Principal, or designee, shall establish a written “Exposure Control Plan” designed to protect employees from possible infection due to contact with bloodborne viruses, including human immunodeficiency virus (HIV) and hepatitis B virus (HBV).

The Board shall determine which employees have occupational exposure to bloodborne pathogens and other potentially infectious materials. In accordance with ROPS’ “Exposure Control Plan,” employees having occupational exposure shall be trained in accordance with applicable state regulations (8 CCR 5193) and offered the hepatitis B vaccination.

The Principal, or designee, may exempt designated first-aid providers from pre-exposure hepatitis B vaccination under the conditions specified by state regulations.

Employees not identified as having occupational exposure in ROPS’ exposure determination may petition to be included in ROPS’ employee in-service training and hepatitis B vaccination program. Such a petition should be submitted to the Principal, or designee, who shall evaluate the request and notify the petitioners of his/her decision. The Principal, or designee, may deny a request when there is no reasonable anticipation of contact with infectious material.

### **Vaccination Program**

The vaccination program has been implemented for those employees who may be exposed to bloodborne pathogens during their routine work tasks. There is no cost to employees for the vaccinations. The vaccination program consists of a series of three inoculations over a six month period.

Vaccinations shall be performed under the supervision of a licensed physician or other health care professional. A list of Employees interested in taking part in the vaccination program shall be created and kept. A list of employees who decline to take part in the vaccination program shall be created and kept as well and will have signed a “vaccination declination form”. The Principal or a designated employee shall notify interested employees of the time and date of the vaccination, at least 2 weeks prior to the vaccination date.

### **Post Exposure and Follow-Up**

If an employee is accidentally exposed to bloodborne pathogens during the performance of their work, the following shall be immediately conducted:

- Employees shall receive medical consultation and if necessary, treatment.
- An investigation of the circumstance surrounding the exposure incident shall be conducted and a written report prepared within 24 hours of its occurrence. The investigation shall obtain as much information as possible including:
  - Date and time of exposure
  - Location of exposure
  - The type of potentially infectious materials (blood, urine, etc.)
  - Source of infectious materials
  - Circumstances of the exposure (type of work being conducted)
  - Cause of exposure if known (accident, equipment malfunction, etc.)
  - Was PPE being worn
  - Actions taken as a result of the exposure (clean up activities, notifications, medical attention sought, etc.)
- After the investigation, a written summary of the incident, its apparent causes and recommendations to avoid similar incidents in the future.
  - A post-exposure checklist shall be used.
  - Follow-up shall provide exposed employee with the following confidential info:
    - Documentation regarding the routes of exposures and circumstance
    - Identification, if possible, of the source individual (unless infeasible or prohibited by law).
    - If possible, source individual’s blood shall be tested to determine if HBV or HIV infectivity. The information obtained here shall also be provided to the exposed employee and a discussion of the applicable laws and regulations concerning disclosure of the identity and infectious status of a



source individual conducted. In addition, the exposed employee shall have blood collected and tested for HBV and HIV infectivity.

- The process is to remain confidential.
- The healthcare professional treating the employee shall be sent all necessary documents describing exposure, any relevant employee medical records and any other pertinent information.

**Written Opinion:** The healthcare professional shall provide Rocketship with a written opinion evaluating the exposed employee's situation as soon as possible. The written opinion shall contain only the following:

- Whether Hepatitis B Vaccinations are indicated for the employee.
- Whether the employee has received the Hepatitis B Vaccination
- Confirmation that the employee has been informed of the result of the evaluation
- Confirmation that the employee has been told about medical conditions resulting from the exposure incident which require further evaluation or treatment.

A copy of this opinion shall be forwarded to the employee. After completion of these procedures, the exposed employee shall meet with the qualified healthcare professional to discuss the employee's medical status. This includes the evaluation of any reported illnesses, as well as recommended treatment. Other findings and diagnoses will remain confidential and will not be included in the written report.

Medical records concerning employees are kept confidential and will not be disclosed to another party without the written consent of that employee (except as required by law).

## Health Safety for Sport Programs

For schools that operate sports programs for students, it's important to take appropriate measures to reduce health risks for students who participate. Team coaches' primary responsibility is for their players' health and safety and should prioritize these when managing the team. It is recommended that all coaching staff have first aid training that covers common sport injuries and AED usage. In addition, the following guidelines are legal requirements in California and MUST be done for all California schools; they are also suggested for schools in other regions.

### **Training**

All coaches (i.e., any adult who supports a sports team by directing players during practice and/or games) must complete concussion and head injury prevention and identification training before they begin coaching. They should then abide by the guidelines and principles shared in the training.

Rocketship will provide access to training that aligns with the Centers for Disease Control and Prevention (CDC) guidelines on concussion and head injury prevention and identification. For more information please reach out to the manager of Personalized Learning.

### **AED access**

Each campus should have an AED available onsite for use if needed. The AED should be left in an accessible space and left in good working condition.

## Anti-Bullying Procedures

Rocketship desires to provide a safe school environment that allows all students equal access and opportunities in our schools' academic and other educational programs, services, and activities. Rocketship prohibits, at any Rocketship school or activity, discrimination, harassment, intimidation, or bullying of any student based on the student's actual race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression; the perception of one or more such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. School personnel must take immediate steps to intervene when safe to do so when he or she witnesses an act of discrimination, harassment, intimidation or bullying ("DHIB").

These processes, including consideration of cyberbullying, are elaborated on in Rocketship's Discrimination, Harassment, Intimidation, and Bullying Policies, which can be found in the appendix.

## Rules and Procedures on School Discipline

Safety, order, and student discipline are fundamental to learning at Rocketship. Rocketship expects all students to behave in a way that fosters a safe and welcoming environment for other students, Rocketship staff, and community members.

Students will be subject to disciplinary action if they engage in prohibited conduct while on school property, when attending any school-sponsored activity, or while in transit going to or coming from a Rocketship campus. Students may also be subject to disciplinary action for off-campus behavior if it creates a substantial disruption to the school environment or interferes with another student's ability to participate in the school program.

School discipline rules and procedures are elaborated on in Rocketship's Student Discipline Policies, which can be found in the appendix.

# Self-Harm/Suicide Threat

Rocketship Public Schools recognizes that suicide is a major cause of death among youth and should be taken seriously. To attempt to reduce suicidal behavior and its impact on students and families, Rocketship has developed prevention strategies and intervention procedures. In compliance with Education Code section 215, this policy has been developed in consultation with Rocketship school-employed mental health professionals (e.g., school counselors, psychologists), administrators, other school staff members, the county mental health plan, and other community stakeholders in planning, implementing, and evaluating Rocketship's strategies for suicide prevention and intervention. Rocketship must work in conjunction with local government agencies, community-based organizations, and other community supports to identify additional resources.

To ensure the policies regarding suicide prevention are properly adopted, implemented, and updated, Rocketship may appoint an individual (or team) to serve as the suicide prevention point of contact for Rocketship. The suicide prevention point of contact for Rocketship and the Principal shall ensure proper coordination and consultation with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary. This policy shall be reviewed and revised as indicated, at least annually in conjunction with the previously mentioned community stakeholders.

## **Staff Development**

Rocketship, along with its partners, has carefully reviewed available staff training to ensure it promotes the mental health model of suicide prevention and does not encourage the use of the stress model to explain suicide.

Training shall be provided for all school staff members. It may also be provided, when appropriate, for other adults on campus (such as substitutes and intermittent staff, volunteers, interns, tutors, coaches, and afterschool staff).

## **Employee Qualifications and Scope of Services**

Employees of Rocketship must act only within the authorization and scope of their credential or license. While it is expected that school professionals are able to identify suicide risk factors and warning signs, and to prevent the immediate risk of a suicidal behavior, treatment of suicidal ideation is typically beyond the scope of services offered in the school setting. In addition, treatment of the mental health challenges often associated with suicidal thinking typically requires mental health resources beyond what schools are able to provide.

## **Parents, Guardians, and Caregivers Participation and Education**

Parents/guardians/caregivers may be included in suicide prevention efforts. At a minimum, the Charter School shall share this Policy with parents/guardians/caregivers by making it easily accessible on the Rocketship Web page and included in the Parent Handbook.

Parents/guardians/caregivers may also have access to suicide prevention training.

### **Intervention and Emergency Procedures**

Rocketship designates the following administrators to act as the primary and secondary suicide prevention liaisons:

1. Mental Health Provider
2. Principal (or Assistant Principal)

Whenever a staff member suspects or has knowledge of a student's suicidal intentions, they shall promptly notify the primary designated suicide prevention liaison. If this primary suicide prevention liaison is unavailable, the staff shall promptly notify the secondary suicide prevention liaison.

The suicide prevention liaison shall immediately notify the Principal or designee, who shall then notify the student's parent/guardian as soon as possible if appropriate and in the best interest of the student. Determination of notification to parents/guardians/caregivers should follow a formal initial assessment to ensure that the student is not endangered by parental notification.

The suicide prevention liaison shall also refer the student to mental health resources at Rocketship or in the community.

When a student is in imminent danger (has access to a gun, is on a rooftop, or in other unsafe conditions), a call shall be made to 911.

When a suicide attempt or threat is reported on campus or at a school-related activity, the suicide prevention liaison shall, at a minimum:

1. Ensure the student's physical safety by one or more of the following, as appropriate:
  - A. Securing immediate medical treatment if a suicide attempt has occurred
  - B. Securing law enforcement and/or other emergency assistance if a suicidal act is being actively threatened.
  - C. Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene.
  - D. Remaining calm, keeping in mind the student is overwhelmed, confused, and emotionally distressed.
  - E. Moving all other students out of the immediate area.
  - F. Not sending the student away or leaving him/her alone, even to go to the restroom.

- G. Providing comfort to the student, listening and allowing the student to talk and being comfortable with moments of silence.
  - H. Promising privacy and help, but not promising confidentiality.
2. Document the incident in writing as soon as feasible.
  3. Follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed and coordinate and consult with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary.
  4. After a referral is made, Rocketship shall verify with the parent/guardian that the follow up treatment has been accessed. Parents/guardians will be required to provide documentation of care for the student. If parents/guardians refuse or neglect to access treatment for a student who has been identified to be at risk for suicide or in emotional distress, the suicide prevention liaisons shall meet with the parent to identify barriers to treatment (e.g., cultural stigma, financial issues) and work to rectify the situation and build understanding of care. If follow up care is still not provided, Rocketship may contact Child Protective Services.
  5. Provide access to counselors or other appropriate personnel to listen to and support students and staff who are directly or indirectly involved with the incident at Rocketship.
  6. Provide an opportunity for all who respond to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

In the event a suicide occurs or is attempted on the Rocketship campus, the suicide prevention liaison shall follow the crisis intervention procedures contained in Rocketship's safety plan and/or Crisis Response Plan.

### **Supporting Students during or after a Mental Health Crisis**

Students shall be encouraged through Rocketship activities to notify a teacher, the Principal, another Rocketship administrator, psychologist, Rocketship counselor, suicide prevention liaisons, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions. Rocketship staff should treat each report seriously, calmly, and with active listening and support. Staff should be non-judgmental to students and discuss with the student, and parent/guardian, about additional resources to support the student.

### **Responding After a Suicide Death (Postvention)**

A death by suicide in the school community (whether by a student or staff member) can have devastating consequences on the school community, including students and staff. Rocketship shall follow its Crisis Response Plan to determine the most appropriate postvention.

# Serious Injury or Death at the School

The death of a student or staff member is traumatic to school communities, whether the death was the result of a long illness or an act of violence. Principals should refer to the Rocketship Crisis Response Plan – Serious Injury or Death (Grief) protocol for actions to take following a serious injury or death at the school.

Staff members should know the following:

1. In case of serious injury or death, do not move the victim unless absolutely necessary. Do not leave an injured student alone. Send a runner to notify the Principal and Office Manager ASAP.
2. A School Leader will call 911.
3. The Office Manager should administer First Aid (See Part Four: First Aid and Medical Conditions in this Health/Safety Plan).
4. If students are in the same space as a student who is seriously injured, they should be escorted elsewhere.
5. Do not make announcements about an accident or incident over the intercom.
6. The Principal should refer to the Rocketship Crisis Response Plan for next steps to stabilize the situation and support the school community.

# California - Supporting Students Impacted by Community Violence

In developing our school's safety plan, it was imperative to include comprehensive guidelines for caring for students who have witnessed a violent act at any time. First and foremost, we have prioritized creating a safe and supportive environment that encourages open communication by having Wellness Counselors at each of our 13 schools. We identify and train staff members, including teachers and counselors, to recognize signs of trauma and distress in students who may have experienced violence every summer during our teacher and school leader professional development. We have implemented a trauma-informed approach that involves fostering a culture of empathy, understanding, and patience, where students feel comfortable sharing their experiences. We exercise this every day of school during our community meeting time which is a social-emotional learning (SEL) lesson led by teachers using our Rocketship developed SEL curriculum called The Shortest Distance (TSD).

Additionally, we have found that collaboration with mental health professionals and community resources is vital to ensure a continuum of care for affected students. This is why we have earmarked funding to both our Wellness + MTSS and Care Corps Teams who execute these

services for our students and families. Establishing protocols for immediate intervention and ongoing support, such as counseling services and support groups, is crucial, and we do this three times a year by gathering social emotional and behavioral data. This data informs the creation of eight to nine week intervention cycles in Fall, Winter, and Spring each year. By providing a multi-tiered system of support, incorporating both preventative and responsive strategies, we have created resilient and compassionate school communities that prioritize the well-being of students who have witnessed violent acts, fostering healing and recovery over time.

## California Assessment of Status of School Crime

### **Rocketship Mateo Sheedy:**

From Sept 1, 2023 to Feb 1, 2024 there were no on campus crimes at Rocketship Mateo Sheedy. The reported crimes in a half mile radius of Rocketship Mateo Sheedy were: Arson (3), Assault (78), Burglary (23), Disturbing the Peace (202), Drugs / Alcohol Violations (20), DUI (10), Fraud (14), Motor Vehicle Theft (75), Robbery (9), Sex Crimes (36), Theft / Larceny (36), Vandalism (57), Vehicle Break-In / Theft (22), Weapons (5).

### **Rocketship Si Se Puede:**

From Sept 1, 2023 to Feb 1, 2024 there were no on campus crimes at Rocketship Si Se Puede. The reported crimes in a half mile radius of Rocketship Si Se Puede were: Arson (1), Assault (78), Burglary (10), Disturbing the Peace (170), Drugs / Alcohol Violations (11), DUI (15), Fraud (12), Motor Vehicle Theft (61), Robbery (4), Sex Crimes (13), Theft / Larceny (21), Vandalism (17), Vehicle Break-In / Theft (8), Weapons (4).

### **Rocketship Mosaic:**

From Sept 1, 2023 to Feb 1, 2024 there were no on campus crimes at Rocketship Mosaic. The reported crimes in a half mile radius of Rocketship Mosaic were: Arson (6), Assault (54), Burglary (12), Disturbing the Peace (242), Drugs / Alcohol Violations (28), DUI (8), Fraud (12), Motor Vehicle Theft (45), Robbery (6), Sex Crimes (8), Theft / Larceny (39), Vandalism (27), Vehicle Break-In / Theft (24), Weapons (6).

### **Rocketship Fuerza:**

From Sept 1, 2023 to Feb 1, 2024 there was one instance of disturbing the peace outside the campus at Rocketship Fuerza. The reported crimes in a half mile radius of Rocketship Fuerza were: Arson (2), Assault (121), Burglary (17), Disturbing the Peace (254), Drugs / Alcohol Violations (14), DUI (16), Fraud (10), Motor Vehicle Theft (77), Robbery (5), Sex Crimes (16), Theft / Larceny (38), Vandalism (29), Vehicle Break-In / Theft (14), Weapons (5).

### **Rocketship Spark:**

From Sept 1, 2023 to Feb 1, 2024 there were no on campus crimes at Rocketship Spark. The reported crimes in a half mile radius of Rocketship Spark were:

Assault (55), Burglary (10), Disturbing the Peace (79), Drugs / Alcohol Violations (3), DUI (2), Fraud (6), Motor Vehicle Theft (32), Robbery (2), Sex Crimes (7), Theft / Larceny (16), Vandalism (14), Vehicle Break-In / Theft (7).

**Rocketship Rising Stars:**

From Sept 1, 2023 to Feb 1, 2024 there were no on campus crimes at Rocketship Rising Stars. The reported crimes in a half mile radius of Rocketship Rising Stars were: Assault (70), Burglary (10), Disturbing the Peace (115), Drugs / Alcohol Violations (11), Fraud (9), Motor Vehicle Theft (50), Robbery (11), Sex Crimes (16), Theft / Larceny (16), Vandalism (15), Vehicle Break-In / Theft (9), Weapons (3).

**Rocketship Brilliant Minds Academy:**

From Sept 1, 2023 to Feb 1, 2024 there were no on campus crimes at Rocketship Brilliant Minds. The reported crimes in a half mile radius of Rocketship Brilliant Minds were: Assault (81), Burglary (20), Disturbing the Peace (222), Drugs / Alcohol Violations (15), DUI (12), Fraud (17), Motor Vehicle Theft (13), Robbery (9), Sex Crimes (16), Theft / Larceny (40), Vandalism (14), Vehicle Break-In / Theft (7), Weapons (5).

**Rocketship Los Suenos:**

From Sept 1, 2023 to Feb 1, 2024 there were no on campus crimes at Rocketship Los Suenos. The reported crimes in a half mile radius of Rocketship Los Suenos were: Assault (40), Burglary (10), Disturbing the Peace (124), Drugs / Alcohol Violations (12), DUI (2), Fraud (12), Motor Vehicle Theft (28), Robbery (1), Sex Crimes (19), Theft / Larceny (10), Vandalism (16), Vehicle Break-In / Theft (5).

**Rocketship Alma Academy:**

From Sept 1, 2023 to Feb 1, 2024 there were no on campus crimes at Rocketship Alma Academy. The reported crimes in a half mile radius of Rocketship Alma Academy were: Assault (120), Burglary (15), Disturbing the Peace (352), Drugs / Alcohol Violations (24), DUI (14), Fraud (16), Homicide (2), Motor Vehicle Theft (99), Robbery (15), Sex Crimes (148), Theft / Larceny (49), Vandalism (49), Vehicle Break-In / Theft (21), Weapons (4).

**Rocketship Discovery Prep:**

From Sept 1, 2023 to Feb 1, 2024 there were no on campus crimes at Rocketship Discovery Prep. The reported crimes in a half mile radius of Rocketship Discovery Prep were: Arson (1), Assault (46), Burglary (15), Disturbing the Peace (95), Drugs / Alcohol Violations (15), DUI (4), Fraud (7), Motor Vehicle Theft (31), Robbery (5), Sex Crimes (3), Theft / Larceny (16), Vandalism (33), Vehicle Break-In / Theft (10).

**Rocketship Redwood City:** There were no on campus crimes at Rocketship Redwood City.

**Rocketship Delta Prep:** There were no on campus crimes at Rocketship Delta Prep.



**Rocketship Futuro Academy:** There were no on campus crimes at Rocketship Futuro Academy.

As indicated by the data, Rocketship campuses have had only one minor incident that was the subject of reporting. Rocketship's investments in positive behavioral supports and social emotional learning foster a positive environment for students, staff and the community. Rocketship's focus on safety and security of our facilities continues to minimize school crime.

# Policy Appendix - All Regions

## Covid-19 Health and Safety

Rocketship continues to follow local guidance, regulations and health department directions in responding to the COVID-19 pandemic. In CA, all schools have adopted the CDPH's Testing Framework for K-12 schools.

## Student Discipline Policy (CA, WI, DC)

Rocketship promotes positive behavior at school and aims to create learning environments that are more consistent, predictable, positive, and safe. We clearly define behavioral expectations and consequences, create systems for recognizing and reinforcing positive behaviors, and provide our students with social-emotional learning.

Students will be subject to disciplinary action if they engage in prohibited conduct while on school property, when attending any school-sponsored activity or while in transit going to or coming from a Rocketship campus. Students may also be subject to disciplinary action for off-campus behavior if it creates a substantial disruption to the school environment or interferes with another student's ability to participate in the school program.

Rocketship classrooms also use a variety of management systems to address behavioral issues. These may include color-coded card chart systems and other tiered consequences.

If students do not respond to our positive behavior supports or classroom management systems, Rocketship may take alternative in-school disciplinary action.

### **In-school Disciplinary Actions**

Rocketship relies on proactive, preventive supports to promote positive behavior at school. Rocketship has implemented a Positive Behavior Interventions and Supports (PBIS) framework in all schools. The fundamental purpose of PBIS is to create learning environments that are more consistent, predictable, positive, and safe. Key PBIS practices include clearly defined behavioral expectations and consequences, systems for recognizing and reinforcing positive behaviors, data-based decision making, multi-tiered systems of support, and the implementation of core social-emotional learning curricula.

Rocketship classrooms also use a variety of management systems to address behavioral issues. These may include color-coded card chart systems and other tiered consequences.

In the event that Rocketship's PBIS infrastructure and classroom management systems are

insufficient to prevent disciplinary infraction, or a disciplinary infraction is serious enough to immediately warrant additional discipline, Rocketship may take alternative in-school disciplinary action. These actions depend on the circumstances of the offense and may include, but are not limited to, the following:

- Sending the student to the Principal's office.
- Excluding the student from classroom activities or privileges through a "time out" or temporary placement in another classroom.
- Calling or writing/emailing the student's parent/guardian.
- Arranging a conference with the student, parent, teacher and/or administrator.
- Implementing an individualized behavior plan for the student.
- Implementing counseling sessions with a designated staff member.
- Sending the student to a peer mediation.
- Requiring that the student complete a reflective essay or assignment.
- Requiring that the student take actions to counteract/ameliorate a problem (i.e., fixing something the student broke).
- Referring the student to a Student Support Team.
- Restricting the student's participation in after-school/extra-curricular activities or field trips.
- Holding the student for detention or additional instructional time during lunch or before/after school.
- Confiscating inappropriate items related to the disciplinary infraction.

Corporal punishment shall not be used as a disciplinary measure against any student. "Corporal punishment" includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, "corporal punishment" does not include an employee's use of force, restraint and/or seclusion that is reasonable and necessary to protect the employee, students, staff, or other persons or to prevent damage to school property.

As described above, severe infractions that threaten the safety or health of students, staff or others, may be cause for suspension or expulsion, as outlined in Rocketship's Suspension and Expulsion Policy.

## Seclusion and Restraint Policy

Rocketship is dedicated to using the Positive Behavior Intervention and Supports framework to proactively teach and reinforce positive behaviors. Additionally, Rocketship has Student

Discipline and Suspension and Expulsion policies to address a spectrum of behavioral infractions. However, Rocketship recognizes the possibility that emergency situations may arise where it becomes necessary for staff to use a seclusion or restraint to protect the safety of students. This policy addresses definitions of seclusion and restraint; requirements that staff must meet when using seclusion and restraint; recordkeeping requirements; and guidelines for staff to consider when using seclusion or restraint.

## I. Definitions

“Seclusion” is defined as the involuntary confinement of a student alone in a room or area from which the student is physically prevented from leaving. The following are *not* considered “seclusion” for the purposes of this policy:

- *Time-out from reinforcement as a form of strategic behavior modification.* Staff members may limit a student’s access to reinforcement in an effort to extinguish an inappropriate behavior. When this is a part of an approved behavior modification program, the student is monitored in a non-locked setting, and as long as the student is not physically prevented from leaving the alternative space, this is not considered seclusion.
- *Students voluntarily accessing a separate space as to facilitate de-escalation or problem-solving.* Again, as long as students are monitored and not being physically prevented from leaving, this is not considered “seclusion.”

“Restraint” is defined personal restriction that immobilizes or reduces the ability of a student to move his or her torso, arms, legs, or head freely. The following are *not* considered “restraint” for the purposes of this policy

- *Physical escort.* Physical escort means a temporary touching or holding of the hand, wrist, arm, shoulder, or back for the purpose of inducing a student who is acting out to walk to a safe location
- *Behavioral interventions as a means of calming or comforting.* For example, proximity control, verbal soothing, or sensory inputs (such as a “squeeze”) might be used as a component of an approved behavior modification program and are not considered “restraint.”

“Emergency circumstance” is defined as a circumstance that meets both of the following criteria:

- Intervention is necessary to protect the student or another person from imminent, serious physical harm; and
- Other less intrusive, non-physical interventions have failed or have been determined inappropriate.

## II. Requirements for Use of Seclusion and Restraint

Rocketship prohibits the use of restraint or seclusion except in an emergency circumstance. Any restraint or seclusion shall be applied only by school personnel who are trained in the

appropriate use of specific authorized techniques.

In accordance with state law, Rocketship personnel may not use or authorize any seclusion or restraint intervention that does any of the following:

- Is designed to, or likely to, cause physical pain, including electric shock;
- Involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the student;
- Denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
- Is designed to subject, used to subject, or likely to subject the student to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
- Employs a device, material or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention;
- Is a locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
- Precludes adequate supervision of the student;
- Deprives the student of one or more of his/her senses.

A space used for seclusion shall, at a minimum, be free of objects and fixtures with which a student could self-inflict bodily harm, shall provide school personnel an adequate view of the student from an adjacent area, and shall provide adequate lighting and ventilation. If the room does not include a window that allows school personnel to see the student at all times, then a staff member must remain in the seclusion area with the student.

The use of physical restraint shall include a degree of force and duration that do not exceed the degree and duration that are reasonable and necessary to resolve the clear, present, and imminent risk to the physical safety of the student or others. Physical restraint should not be used if there are any medical contraindications to its use.

If school staff are unable to resolve the matter with the use of seclusion or restraint in accordance with this Policy, the student shall be allowed to remain in place until local law enforcement officers can be summoned to relocate the student or take the student into custody.

### **III. Recordkeeping**

Rocketship shall maintain written incident reports for each incident involving a restraint or seclusion. The reports shall be placed in the student's permanent file and maintained as part of his/her education record. Rocketship will promptly contact a student's parent/guardian plan if a seclusion or restraint is used on that student during the school day and will provide the parent/guardian with a copy of the incident report within one school day.

A Behavior Emergency Report Form must also be completed following the use of a physical restraint with a child with a disability. This form must be provided to the student's parent/guardian within one school day and a copy must be filed in the student's special

education records.

The incident report and, when relevant, Behavior Emergency Report form will include the following information:

- Location of the incident leading to restraint/seclusion
- A description of the incident, including the names of any persons involved and details of any injuries sustained as a result of the incident
- Time and duration of restraint/seclusion
- Staff members involved
- Interventions attempted prior to restraint/seclusion
- Whether the student is currently engaged in any systematic behavioral intervention plan
- Description of attempts to de-escalate prior to restraint/seclusion
- Description of the student's behavior that promoted the need for restraint/seclusion
- Description of any injuries sustained by the student or staff during the restraint/seclusion

Rocketship will retain all reports prepared under this policy and will track the number of incidents of seclusion and restraint used during the school year, including the total number of students with disabilities who were involved in the incidents.

#### **IV. Training**

All School Leaders and ISE personnel are trained in the Nonviolent Crisis Intervention program annually. Previously-certified staff members participate in a shorter "refresher" course annually. The Nonviolent Crisis Intervention program is the worldwide standard in crisis prevention and intervention, and the program is aligned with each of the aforementioned guiding principles for the use of restraint and seclusion.

#### **V. Guiding Principles**

In addition to following the requirements and procedures for using a seclusion or restraint outlined in Sections I-IV of this policy, Rocketship staff will abide by the following 15 principles from the U.S. Department of Education to guide the use of seclusion and restraint at all Rocketship schools.

- Every effort should be made to prevent the need for the use of restraint and for the use of seclusion.
- Schools should never use mechanical restraints to restrict a child's freedom of movement, and schools should never use a chemical, drug or medication to control behavior or restrict freedom of movement (except as authorized by a licensed physician or other qualified health professional).
- Physical restraint or seclusion should not be used except in situations where the child's behavior poses imminent danger of serious physical harm to self or others and other interventions are ineffective and should be discontinued as soon as imminent danger of serious physical harm to self or others has dissipated. (See Sections I-II above.)

- Policies restricting the use of restraint and seclusion should apply to all children, not just children with disabilities.
- Any behavioral intervention must be consistent with the child's rights to be treated with dignity and to be free from abuse.
- Restraint or seclusion should never be used as punishment or discipline (i.e. placing in seclusion for out-of-seat behavior), as a means of coercion or retaliation, or as a convenience.
- Restraint or seclusion should never be used in a manner that restricts a child's breathing or harms the child.
- The use of restraint or seclusion, particularly when there is repeated use for an individual child, multiple uses within the same classroom, or multiple uses by the same individual, should trigger a review and, if appropriate, revision of strategies currently in place to address dangerous behavior; if positive behavioral strategies are not in place, staff should consider developing them.
- Behavioral strategies to address dangerous behavior that results in the use of restraint or seclusion should address the underlying cause or purpose of the dangerous behavior.
- Teachers and other personnel should be trained regularly on the appropriate use of effective alternatives to physical restraint and seclusion, such as positive behavioral interventions and supports and, only for cases involving imminent danger of serious physical harm, on the safe use of physical restraint and seclusion.
- Every instance in which restraint or seclusion is used should be carefully and continuously and visually monitored to ensure the appropriateness of its use and safety of the child, other children, teachers, and other personnel. (See Section III above.)
- Parents should be informed of the policies on restraint and seclusion at their child's school or other educational setting, as well as applicable Federal, State, or local laws.
- Parents should be notified as soon as possible following each instance in which restraint or seclusion is used with their child. (See Section III above.)
- Policies regarding the use of restraint and seclusion should be reviewed regularly and updated as appropriate.
- Policies regarding the use of restraint and seclusion should provide that each incident involving the use of restraint or seclusion should be documented in writing and provide for the collection of specific data that would enable teachers, staff, and other personnel to understand and implement the preceding principles. (See Section V above.)

## **VI. Students Receiving Special Education Services**

Different states have different laws that govern the use of seclusion and restraint on students receiving special education services. The legal requirements for each state in which Rocketship

schools are located are addressed in turn below. *Each school is required to follow the law for the state in which it is located.*

### California

Under EC § 56521.1, if a behavioral intervention report is written for a student with special needs who does not have a behavioral intervention plan, the designated administrator responsible for the student's IEP must, within two days, schedule an IEP team meeting to review the emergency report, determine the necessity for a functional behavioral assessment, and determine the necessity for an interim plan. The IEP team shall document the reasons for not conducting the functional behavioral assessment, not developing an interim plan, or both.

If a behavioral emergency report is written for a student with special needs who has a positive behavioral intervention plan, the IEP team will review the incident if it involves a previously unseen serious behavior problem or if a previously designated intervention is ineffective. The IEP team will determine whether the incident constitutes a need to modify the positive behavioral intervention plan.

### D.C.

For students with disabilities, restraint and seclusion may be used only when it is included in the student's IEP, Section 504 Plan, and/or Behavior Intervention Plan. The restraint must be used to address specific behaviors under defined circumstances and must be implemented by appropriate staff.

### Tennessee

#### *Physical Holding Restraints Not Prohibited*

Under T.C.A. § 49-10-1305(e)(3), the use of a physical holding restraint on a student receiving special education services is *not* prohibited in the following circumstances:

- The brief holding by an adult in order to calm or comfort;
- The minimum contact necessary to physically escort a student from one area to another;
- Assisting a student in completing a task or response if the student does not resist, or if resistance is minimal in intensity or duration; or
- Holding a student for a brief time in order to prevent any impulsive behavior that threatens the student's immediate safety.

In any of the above circumstances, Rocketship is not legally required to notify the student's parent/guardian.

#### *Isolation Room Guidelines*

Under T.C.A. § 49-10-1305(g), any space used as an isolation room for a student receiving special education services must meet the following conditions:

- Unlocked and incapable of being locked;
- Free of any condition that could be a danger to the student;
- Well-ventilated and temperature controlled;



- Sufficiently lighted;
- Where school personnel are in continuous direct visual contact with the student at all times;
- At least 40 square feet; and
- In compliance with all applicable state and local fire, health, and safety codes.

### *IEP*

Under T.C.A. § 49-10-1304(d), individualized education programs (IEPs) that provide for the use of isolation or restraint in emergency situations shall also contain a data driven functional behavioral assessment and a plan for modification of the behavior developed and implemented by a qualified team of professionals.

If the student's IEP does not provide for the use of isolation or restraint for the behavior precipitating such action or if school personnel are required to use isolation or restraint over an extended period of time, then an IEP meeting shall be convened within 10 days following the use of the isolation or restraint. If the behavior precipitating the action also warrants a change of placement, the child will have all rights provided under applicable federal and state law.

### Wisconsin

Under Wis State. § 118.305(5), the first time that seclusion or physical restraint is used on a student with a disability, the student's IEP team must convene as soon as possible after the incident. The IEP team must review the student's IEP to ensure that it contains appropriate positive behavioral interventions and supports and other strategies to address the behavior of concern. The IEP should be revised if necessary.

# Policy Appendix - California

## Mandated Reporter Policy

In California, certain professionals are required to report known or suspected child abuse. Educators, including teachers, aides, school administrators, office workers, and all other employees of public schools are considered “mandated reporters” by law. As an employee of a Rocketship school, or an employee of the Rocketship National office who has regular contact with children, you are a mandated reporter. A mandated reporter must make a report to a “child protective agency” such as the Department of Family and Children’s Services and local law enforcement whenever, in his/her professional capacity and within the scope of employment, he/she has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been a victim of child abuse.

This “Mandated Reporter Policy” is intended to educate Rocketship school employees of their responsibilities and rights under the Child Abuse and Neglect Reporting Act (“Act”), as well as the procedures for complying with the Act.

### *When Must You Report?*

The Act requires a report to be made when a mandated reporter has a “reasonable suspicion” of abuse. According to CA Penal Code § 11166(a)(1) “reasonable suspicion” means that it is “objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing, when appropriate, on his or her training and experience, to suspect child abuse or neglect.”

The language chosen in the statute was deliberate and was drafted to ensure that a maximum number of abused children are identified and protected. As an educator, your role is not to serve as an investigator. If you feel that an ordinary person in your position would have any reason to suspect abuse, you are required to immediately report your suspicions.

### *What Types of Abuse Must Be Reported?*

Under applicable law, when the victim is a child (ordinarily a person under the age of eighteen [18]), the following types of abuse must be reported by all legally mandated reporters.

The perpetrator can be any adult or child, with the exception of a “mutual affray between minors” (i.e., a school yard fight).

### *Physical Abuse*

Physical Abuse means non-accidental bodily injury that has been or is being willfully inflicted on a child. It includes willful harming or injuring of a child or endangering of the person or health of a child defined as a situation where any person willfully causes or permits any child to suffer, or inflicts thereon, unjustifiable physical pain or mental suffering, or having the care or custody of any child, willfully causes or permits the person or health of the child to be placed in a situation such that his or her person or health is endangered.

### *Severe Physical Abuse*

Severe Physical Abuse includes any single act of abuse which causes physical trauma of sufficient severity that, if left untreated, would cause permanent physical disfigurement, permanent physical disability, or death; any single act of sexual abuse which causes significant bleeding, deep bruising, or significant external or internal swelling; or repeated acts of physical abuse, each of which causes bleeding, deep bruising, significant external or internal swelling, bone fracture, or unconsciousness.

### *Neglect*

Neglect means the negligent treatment or maltreatment of a child by acts or omissions by a person responsible for the child’s welfare under circumstances indicating harm or threatened harm to the child’s health or welfare, including physical and/or psychological endangerment. The term includes both severe and general neglect.

### *Severe Neglect*

Severe Neglect includes the negligent failure to protect a child from severe malnutrition or medically diagnosed non-organic failure to thrive and/or to permit the child or the child’s health to be endangered by intentional failure to provide adequate food, clothing, shelter or medical care.

### *General Neglect*

General Neglect includes the failure to provide adequate food, shelter, clothing, and/or medical care, supervision when no physical injury to the child occurs.

NOTE: A child receiving treatment by spiritual means or not receiving specified medical treatment for religious reasons, shall not for that reason alone be considered a neglected child. An

informed and appropriate medical decision made by a parent or guardian after consultation with a physician or physicians who have examined the child does not constitute neglect. See Assessment of Medical Neglect.

### *Sexual Abuse*

Sexual Abuse is the victimization of a child by sexual activities including, but not limited to sexual assault, rape (statutory rape and rape in concert), incest, sodomy, lewd and lascivious acts upon a child under fourteen (14) years of age, oral copulation, penetration of a genital or anal opening by a foreign object, child molestation and unlawful sexual intercourse. Also, please be aware that it is sexual abuse if the parent or guardian has failed to adequately protect the child from sexual abuse when the parent or guardian knew or reasonably should have known that the child was in danger of sexual abuse.

### *Sexual Exploitation*

Sexual Exploitation involves any person or person who is responsible for a child's welfare who knowingly promotes, aids or assists, employs, uses, persuades, induces or coerces a child, or knowingly permits or encourages a child to engage in, or assists others to engage in, prostitution or live performance involving obscene sexual conduct or to either pose or model alone or with others for the purpose of preparing a film, photograph, negative, slide, drawing, painting or other pictorial depiction involving obscene sexual conduct.

NOTE: Unlawful sexual intercourse is defined as an adult who engages in an act of sexual intercourse with a minor or any person who engages in an act of unlawful sexual intercourse with a minor who is more than three (3) years younger, or a person twenty-one (21) years or older with a minor who is under sixteen (16) years old.

### *Non-Sexual Exploitation*

Non-Sexual Exploitation involves forcing or coercing a child into performing acts which are beyond his/her capabilities, such as being employed for long hours and/or in a job which is dangerous or beyond his/her capabilities or forcing or coercing the child into illegal or degrading acts such as stealing, panhandling, and/or drug sales. Generally, these acts benefit the perpetrator in some way.

### *Emotional Abuse*

Emotional Abuse is non-physical mistreatment, the results of which may be characterized by disturbed behavior on the part of the child, such as severe withdrawal, regression, bizarre behavior, hyperactivity, or dangerous acting-out behavior. Such disturbed behavior is not

deemed, in and of itself, to be evidence of emotional abuse. Exposure to repeated violent, brutal or intimidating acts among household members (domestic violence) is emotional abuse.

### *Caretaker Absence*

Caretaker Absence is specific to the caregiver's situation rather than to the child's and may be used in addition to general neglect or substantial risk of harm allegations. This allegation type shall be used in either of the following circumstances:

- **Caretaker Absence:** The child's parent has been incarcerated, hospitalized or institutionalized and cannot arrange for the care of the child; parent's whereabouts are unknown or the custodian with whom the child has been left is unable or unwilling to provide care and support for the child.
  
- **Caretaker Incapacity:** The child's parent or guardian is unable to provide adequate care for the child due to the parent or guardian's mental illness, developmental disability or substance abuse.

### *Procedures for Reporting*

(1) The moment you have a reasonable suspicion of abuse, reports must be made immediately or as soon practically possible by phone.

(2) Reports must be made to a county welfare department, probation department (if designated by the county to receive mandated reports), or to a police or sheriff's department.

(a) In the San Jose Area, you can contact the Santa Clara County Department of Family and Children's Services twenty-four (24) hours a day by calling the: Child Abuse and Neglect Center (408) 299-2071

(b) If you are unable to make your report at the number listed above, or you are informed that the incident is one which they will not investigate, please contact the police station closest to your school site.

(3) Within thirty-six (36) hours of the initial phone call, you must mail a written report to the same agency. The written report must be submitted on a Department of Justice

Form SS 8572.

(4) If you contact the Santa Clara County Department of Family and Children's Services, mail your written report to: Santa Clara County Department of Family and Children's Services Child Abuse and Neglect Center, 373 West Julian St., Second Floor, San Jose CA 95110

(5) Joint Knowledge

(a) It is the policy of Rocketship that a mandated reporter who is making a report, as required, is also to inform the Principal of the school of the suspected abuse, unless the Principal is the subject of the suspicion. You are not required to identify yourself to the Principal when you inform them. REMEMBER, reporting the information to the Principal or any other person shall not be a substitute for your making a mandated report to one of the agencies specified above.

(b) However, when two (2) or more persons who are mandated reporters jointly have knowledge of a known or suspected instance of child abuse, and when there is agreement among them, the telephone report and written report may be made by a single member of the team. Any member of a team who has knowledge that the member designated to report failed to do so must thereafter make the report themselves.

(6) Knowledge that a report has already been made by an outside party is not a substitute for making a mandated report.

(7) After the report is made, Child Protection workers and/or law enforcement officers may contact you to gather additional information to aid in their investigation. You may have knowledge about the child and/or family which can aid the investigators in making accurate assessments and providing appropriate services. After the investigation has been completed or the matter reaches a final disposition, the investigating agency shall inform the mandated reporter of the results of the investigation and any action the agency is taking.

(8) Immunity from Liability. Mandated reporters have immunity from criminal or civil liability for reporting as required, unless the report is proven to be false and the person reporting knows it is false, or the report is made with reckless disregard of the truth or falsity of the incident. Mandated reporters and others acting at their direction are not liable civilly or criminally for photographing the victim and disseminating the photograph with the report.

(9) No supervisor or administrator may impede or inhibit a report or subject the reporting person to any sanction.

(10) The identity of the reporting party and the contents of the child abuse report are confidential and may only be disclosed to specified persons and agencies.

(11) In the event a civil action is brought against a mandated reporter as a result of a required or authorized report, he or she may present a claim to the State Board of Control for reasonable attorney's fees incurred in the action if he or she prevails in the action or the court dismisses the action.

(12) Failure to report suspected abuse is a misdemeanor punishable by imprisonment or fine or both.

### *Training*

RPS will provide annual training on the mandated reporting requirements, using the online training module provided by the State Department of Social Services, to employees who are mandated reporters. Mandated reporter training will also be provided to employees hired during the course of the school year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code § 11166, is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine of one-thousand dollars (\$1,000), or by both that imprisonment and fine.

All employees required to receive mandated reporter training must provide proof of completing the training within the first six (6) weeks of each school year or within the first six (6) weeks of that employee's employment.

## Student Dress Code

Student uniforms help minimize disruption during the school day, promote respect for oneself and others, and foster school/community spirit.

All students are expected to wear the Rocketship uniform to school every day. The Rocketship uniform consists of a khaki bottom (pants, shorts, dress, skirt, or skorts) and **green, or dark purple collared shirt**. Students may also wear a dark purple or dark green Rocketship polo shirt or t-shirt. Sweaters & Jackets must be green, purple or black if they must wear it in school building. Shirts must be tucked in at all times, which Rocketship considers being "dressed for success."

Students should also wear closed toe shoes. Sandals, Crocs, and open toe shoes are not considered to be safe or appropriate for school. Students must wear closed-toe shoes at all

times. Sneakers or tennis shoes are preferred. Shoes must stay securely on the foot. No heels or wheels on shoes.

Students should only carry backpacks provided by the school. Backpacks will be provided on the first week of school.

The following are considered to be dress code violations and are NOT permitted on any Rocketship campus:

- Dresses and shorts which are shorter than mid-thigh
- Spaghetti straps (smaller than two inches, or the width of a credit card)
- Tank tops (including white, ribbed undershirts)
- Clothing or accessories that are sexually provocative
- Clothing or accessories that identify a student with non-school clubs, profanity, obscenity, references to drugs, alcohol, tobacco, gangs (red or blue color) or prison culture name insignia
- Attire with writing that degrades individuals or groups Body piercings that create a safety hazard are not acceptable; moderate sized earrings are acceptable
- Platform shoes or high heels
- Underwear or undergarments that are visible
- Tops that show the midriff area
- Pants that sag around the waist
- Intentionally torn pants or jeans
- Untied shoelaces
- Bandanas, hairnets, headbands, doo rags, and non-Marshall hats (also includes beanies, baseball caps, etc.)
- Sunglasses or Marshall hats may not be worn in the building, but may be worn outside to protect from the sun

In addition, Rocketship may contact the student's parent/guardian to discuss the dress code violation.

## Discrimination, Harassment, Intimidation, and Bullying Policy

### **Statement of Non-Discrimination**

Rocketship is committed to equal opportunity for all individuals in education. Harassment, intimidation, bullying, and sexual harassment are all forms of discrimination and are disruptive behaviors that interfere with students' ability to learn, negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. Rocketship prohibits discrimination in all forms, inclusive of instances that occur on any area of the school campus, at



school-sponsored events and activities, regardless of location, through school-owned technology, and through other electronic means. It does not discriminate against any student or employee on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic.

Rocketship adheres to all provisions of federal law related to students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 (“ADA”), and the Individuals with Disabilities Education Improvement Act of 2004. Rocketship is committed to providing a work and educational atmosphere that is free of unlawful harassment under Title IX (sex), Title VI (race, color, or national origin), and Section 504 and Title II of the ADA. Rocketship prohibits sexual harassment and harassment based upon pregnancy, childbirth or related medical conditions, race, religion, creed, color, gender, gender identity, gender expression, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, local law, ordinance or regulation.

Rocketship does not condone or tolerate harassment of any type, including bullying, discrimination, or intimidation, by any employee, independent contractor or other person with which the Rocketship does business, or any other individual, student, or volunteer. This applies to all employees, students, or volunteers and relationships, regardless of position or gender. To the extent possible, Rocketship will make reasonable efforts to prevent students from being discriminated against, harassed, intimidated, and/or bullied, and will take action to respond to such behaviors in a timely manner. Rocketship school staff that witness acts of misconduct prohibited by this Policy will take immediate steps to intervene when safe to do so. Rocketship will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted.

### **Harassment and Retaliation Prohibited**

Harassment is a form of discrimination and Rocketship is committed to maintain a learning environment that is free from harassment. Rocketship prohibits harassment based on an individual’s membership in a protected class by a student, teacher, administrator or other school personnel, by any other person who is participating in, observing, or otherwise engaged in school activities, including sexual harassment and harassment consistent with Title IX, 20 U.S.C. § 1681 et seq. and state. law. It prohibits harassment based upon race, color, religion, national origin, sex, age, personal appearance, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a complainant of an intrafamily offense, place of business or residence, credit information, gender, gender identity, gender expression, marital status, sexual orientation, pregnancy, childbirth, reproductive health decisions, or related medical conditions, or any other basis protected by applicable law.

Prohibited Harassment includes, but is not limited to the following:

- Any unwelcome physical, verbal, nonverbal, or electronic conduct based on the aforementioned protected traits.
- Prohibited stalking that involves a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others or suffer substantial emotional distress.

Prohibited Sexual Harassment includes, but is not limited to the following:

- Unwelcome sexual advances of a student by another student; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication (including electronic communication) of a sexual nature (including sexual assault) that adversely affects the student in the ways set forth above.
- Abusive or coercive behavior or dating violence against one student by another student where a dating partner uses threats of, or actually uses physical, emotional, economic, technological, or sexual abuse to exert power or control over a current or former dating partner.
- Welcome AND unwelcome sexual advances of a student by a school employee; requests for sexual favors of a student by a school employee; sexually motivated physical, verbal, or nonverbal conduct by a school employee directed at a student; or other conduct or communication (including electronic communication) of a sexual nature directed to a student by a school employee.

A hostile environment exists if the harassment is sufficiently serious that it denies or limits the complainant's ability to participate in or benefit from the school's program (e.g., skipping class, dropping out of an activity, having trouble concentrating in class).

Retaliation includes any adverse action taken against an individual because they reported sexual harassment, dating violence, or discrimination, provided information, witnesses, assisted, participated, or refused to participate in an investigation or proceedings in relation to any of those acts. Rocketship prohibits retaliation against any individual who has made a complaint pursuant to this policy in good faith, assisted in an investigation, or otherwise exercised rights protected by law. Rocketship also prohibits taking any adverse action against an individual based on an unsubstantiated allegation or rumor of harassment. Any student who is subject to retaliation in violation of this policy or who knows of another student who has been subject to retaliation is urged to report it as soon as possible to school staff or the Title IX Compliance and Civil Rights Officer.

### **Reporting Process**

**Reports of Discrimination or Harassment - General.** Students, parents or staff should report a claim of discrimination or harassment and the alleged acts promptly to a teacher, counselor, or school administrator. Reports do not have to be made by the complainant. Reports can be made in person, by mail, by telephone, or by email, using the complaint form attached below. A school

employee who receives a report of discrimination that may be considered harassment, sexual harassment, dating violence, stalking, or retaliation under Title IX, has knowledge or should reasonably know about the aforementioned violations should promptly notify Rocketship's Title IX Compliance and Civil Rights Officer for next steps

**Reports of a Title IX Violation.** Reports of alleged acts that may be considered harassment, sexual harassment, dating violence, stalking, or retaliation subject to review under Title IX should be made to the Title IX Compliance and Civil Rights Officer:

Renita Thukral  
Title IX Compliance and Civil Rights Officer  
350 Twin Dolphin Drive,  
Suite 109 Redwood City, CA  
94056 [rthukral@rsed.org](mailto:rthukral@rsed.org)

The Title IX Compliance and Civil Rights Officer is the Rocketship staff member designated by Rocketship to coordinate its responsibilities under Title IX. Upon receipt of a complaint, Rocketship will provide information to the complainants about the investigation process, about their rights under Title IX and other relevant laws.

### **Confidentiality**

To the greatest extent possible, Rocketship shall respect the privacy of individuals who report potential violations of this policy, individual(s) against whom a report is filed, and witnesses. Rocketship will notify individuals/agencies of incidents of discrimination only to the extent allowed by law. Any notifications to other parties will be made only to ensure that services are provided to the complainant(s) and respondent and to protect the complainant(s) from further or sustained victimization. The Title IX Compliance and Civil Rights Officer/designee conducting the investigation will be responsible for making determinations about confidentiality. Rocketship will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of Rocketship to provide the supportive measures.

### **Process for Investigating Complaints of Discrimination and Harassment**

**General Complaints of Discrimination and Harassment.** Complaints of discrimination or harassment that do not involve allegations of Title IX violation or allegations of sexual harassment should be made under the General Complaint Procedures described under the Notification of Rights and Assurances section of this Handbook..

**Complaints under Title IX.** Complaints governed by Title IX of the Education Amendments of 1972 are reported to the Title IX Compliance and Civil Rights Officer and an investigation of those complaints are conducted promptly and impartially pursuant to related Title IX Complaint

Procedures.

## **Bullying Prevention**

Bullying can have a harmful social, physical, psychological, and academic impact on victims, bystanders, and bullies. Bullying at Rocketship is strictly prohibited and will not be tolerated. Bullying is defined as any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act. Bullying includes one or more acts committed by a student or group of students that may constitute sexual harassment, hate violence, or creates an intimidating and/or hostile educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

1. Placing a reasonable student or students in fear of harm to that student's or those students' person or property.
2. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
3. Causing a reasonable student to experience a substantial interference with their academic performance.
4. Causing a reasonable student to experience a substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by Rocketship

Alleged incidents of bullying will be promptly investigated by designated Rocketship staff members. Rocketship Public School's policy and procedures for addressing bullying complaints through either the general complaint procedures or the Title IX procedures (as appropriate) are described under the Notification of Rights and Assurances in the student/parent handbook.

## **Suspension and Expulsion Policy**

We believe that our students are best served when they are present at school every day. However, we recognize that situations may occur when a student commits a behavioral offense that is so severe that the student may become subject to suspension or expulsion.

A student may be disciplined, suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at a Rocketship school or at any other school or a school-sponsored event at any time including but not limited to: while on school grounds; while going to or coming from school; during the lunch period, whether on or off the school campus; and during, going to, or coming from a school-sponsored activity. Students may also be subject to disciplinary action for off-campus behavior if it creates a substantial disruption to the school environment or interferes with another student's ability to participate in the school

program.

### **In-School Suspension**

In-school suspension (“ISS”) provides an alternative to out-of-school suspension. ISS allows students to be counted present and provides an in-school opportunity for them to complete and receive credit for class assignments. During ISS, students will complete schoolwork in a location separate from their class. ISS is not intended to be an alternative to or long-term replacement of the student’s regularly scheduled class.

ISS may be used in the event that a student is engaging in prohibited conduct that is making the classroom environment physically or emotionally unsafe for other students or that severely disrupts a class or school-sponsored activity;

Only the Principal or Assistant Principal, with prior approval from his/her supervisor, shall assign a student to ISS. Students assigned to ISS must have written notification of the date and duration of the ISS assignment. Assignment to ISS and the scheduling of the days assigned are at the Principal’s discretion.

Principals should place the student in ISS as soon as possible after the infraction is reported. The principal will ensure that:

- Students assigned to ISS are provided a safe, positive environment
- Students assigned to ISS are properly supervised; and
- Students assigned to ISS are allowed to complete class work assigned during his/her placement in ISS.
- All class work for students is obtained, academic assistance is provided as necessary, and completed work is returned to the student’s classroom teacher.
- Activities of academic value are provided for the student when the classroom teacher’s work is not provided or is insufficient for ISS time assigned.
- Additionally, classroom teachers will:
  - Provide classwork commensurate to the work missed for a student in ISS.
  - Record a student in ISS as present. There will be no attendance-related penalty for assignment to ISS.
  - Evaluate the student’s work completed in ISS and give credit for work completed in ISS.
  - Ensure that students in ISS receive credit for attendance and full credit for work completed.

The student’s parent/guardian must be notified of a student’s assignment to ISS at the time that the ISS placement is scheduled. The Principal should contact a parent/guardian by phone or in-person meeting. If the parent/guardian cannot be reached in this manner, the Principal or his/her designee may make contact through e-mail.

### **Out of School Suspensions and Expulsion**

When disciplinary infractions occur, our Principals are expected to respond in accordance with our Student Discipline Policy, which encourages positive behavioral interventions and supports and outlines available in-school disciplinary actions. The decision to pursue a suspension is, in most circumstances, largely at the discretion of the school leadership team in accordance with state law and should only be considered in cases of egregious behavioral infractions – and, even then, should be viewed as a last resort—as we believe that our students are best served when they are present at school every day. Recommendations for expulsion should not be pursued except in the most extreme cases, as our policy is to do whatever it takes to serve every student who enrolls in a Rocketship school.

If a situation does arise where a Principal feels that the student should be suspended or recommended for expulsion, this policy was written to guide the process. The policy has been written in accordance with relevant federal and state laws and regulations. It addresses grounds for suspension and expulsion; suspension and expulsion procedures; the maintenance of disciplinary records; student appeal rights; rehabilitation and readmission; and special procedures for the consideration of suspension and expulsion of students with disabilities.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of this policy, corporal punishment does not include an employee’s use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

A student identified as an individual with disabilities or for whom Rocketship has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 (“IDEA”) or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 (“Section 504”) is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law requires additional or different procedures.

Rocketship will follow all applicable federal and state laws including but not limited to the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom Rocketship has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

No student shall be involuntarily removed by a Rocketship school for any reason unless the parent/guardian of the student has been provided written notice of intent to remove the student no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the student or the student’s parent/guardian, and shall inform the student, and the student’s parent/guardian, of the basis for which the student is being involuntarily removed and the student’s parent/guardian’s, right to request a hearing to challenge

the involuntary removal. If a student's parent/ guardian requests a hearing, Rocketship shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent/ guardian requests a hearing, the student shall remain enrolled and shall not be removed until Rocketship issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below. Students may be involuntarily removed for reasons including, but not limited to, failure to comply with the terms of the student's independent study Master Agreement pursuant to Education Code Section 51747(c)(4).

### **Grounds for Suspension and Expulsion**

A student may be disciplined, suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at a Rocketship school or at any other school or a school-sponsored event at any time including but not limited to: while on school grounds; while going to or coming from school; during the lunch period, whether on or off the school campus; and during, going to, or coming from a school-sponsored activity. Students may also be subject to disciplinary action for off-campus behavior if it creates a substantial disruption to the school environment or interferes with another student's ability to participate in the school program.

### **Enumerated Offenses**

Discretionary Suspension Offenses: Students may be suspended when it is determined the student:

1. Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force of violence upon the person of another, except self-defense.
2. Possessed, sold, or otherwise furnished any type of knife or other dangerous object or no reasonable use to the student unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Principal/Administrator or designee's concurrence.
3. Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code §§ 11053-11058, alcoholic beverage, or intoxicant of any kind.
4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code §§ 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
5. Committed or attempted to commit robbery or extortion.
6. Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
7. Stole or attempted to steal school property or private property, which includes but is not

limited to, electronic files and databases.

8. Possessed or used tobacco or any products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a student.

9. Committed an obscene act or engaged in habitual profanity or vulgarity.

10. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code § 11014.5.

11. Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.

12. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

13. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.

14. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

15. Engaged in or attempted to engage in hazing of another. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.

16. Aiding or abetting as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, pursuant to this section, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to suspension or expulsion.

17. Made terrorist threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of \$1000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal,



unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.

18. Committed sexual harassment, as defined in EC § 212.5. For the purposes of this section, the conduct described in § 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section does not apply to students in grades K-3.

19. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section does not apply to students in grades K-3.

20. Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This does not apply to students in grades K-3.

21. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act, as defined in subdivisions (f) and (g) of Section 32261 of the Education Code, directed specifically toward student or school personnel.

a. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.

ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.

iii. Causing a reasonable student to experience substantial interference with his or her academic performance.

iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by Rocketship.

b. "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- I. A message, text, sound, video, or image.
- II. A post on a social network Internet Web site including, but not limited to:

1. Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.

2. Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

3. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a

4. Fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

iii. An act of cyber sexual bullying.

1. For purposes of this clause, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

2. For purposes of this clause, "cyber sexual bullying" does not

include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

c. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

### **Non-Discretionary Suspension and Expellable Offenses**

A student must be suspended and recommended for expulsion for any of the following acts when it is determined that the student:

1. Possessed, sold or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certified school employee, with the Principals or designee's concurrence.
2. Brandishing a knife at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code Section 11053, et seq.
4. Committing or attempting to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4 or committing a sexual battery as defined in Education Code Section 48900(n).

If it is determined by the Academic Affairs Committee that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the student shall be provided due process rights of notice and a hearing as required by this policy.

The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v)

mine, or (vi) device similar to any of the devices described in the preceding clauses.

The term "knife" means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.

### **Suspension Procedures**

A suspension is a temporary dismissal of a student from the regular school program and school-sponsored events for the allotted time assigned by a school administrator. Suspensions can range from one to five school days, depending on the seriousness of the violation (unless followed by a recommendation for expulsion). Students are expected to complete all work assigned while they serve their suspension.

Suspensions at Rocketship will adhere to the following procedures:

#### **Conference**

In accordance with Ed Code 47605(c)(5)(J)(i), suspensions of less than 10 days will be preceded by a conference conducted by the Principal or designee with the student and his/her parent and, whenever practical, the teacher, supervisor, or school employee who referred the student to the Principal. The conference may be omitted if the Principal or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or school personnel. If a student is suspended without this conference in an emergency situation, both the parent/guardian and student shall be given the opportunity to conference within two school days.

At the conference, the student shall be informed of the reason for the disciplinary action and the evidence against him/her and shall be given the opportunity to present his/her version and evidence in his/her defense.

Absent an emergency situation, the conference must occur before the student is sent home on suspension.

No penalties may be imposed on a student for failure of the student's parent/guardian to attend a conference with school officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student's parent or guardian at the conference.

#### **Notice to Parents/Guardians**

At the time that the decision is made to suspend a student, the Principal or designee shall make

a reasonable effort to contact the student's parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall also be notified in writing of the suspension, the reason for the suspension, the length of the suspension, the student's right to return to school at the end of the suspension, and any conditions for that return (i.e. a return conference with the parent/guardian) and the date of return following suspension. If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

A copy of this notice will also be filed in the student's cumulative folder in the school.

### **Suspension Time Limits/Recommendation for Expulsion**

Suspensions, when not including a recommendation for expulsion, shall not exceed five consecutive school days per suspension. In calculating days of suspension, days served will not include days when school is not in session for students, including but not limited to school closure days, school holidays, spring break, and summer break. If the student leaves school on the day that the suspension was imposed, this day will be counted as part of the suspension if the student was denied class participation prior to 12 noon of that day. The suspension shall terminate at midnight on the day listed as the last day of the suspension.

Upon a recommendation of expulsion by the Principal or Principal's designee, the student and the student's parent/guardian or representative will be invited to a second conference to determine if the suspension for the student should be extended pending an expulsion hearing. In such instances when the School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the pupil or the pupil's parents, unless the pupil and the pupil's parents fail to attend the conference.

This determination will be made by the Principal or designee upon either of the following determinations: (1) the student's presence will be disruptive to the education process; or (2) the student poses a threat or danger to others. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing.

Students who are suspended shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension.

### **Homework Assignments During Suspension**

In accordance with Education Code 47606.2 and 48913.5, Rocketship shall adhere to the following regarding homework assignments during suspension:

- (a) Upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the pupil, or the affected pupil, a teacher shall provide to a pupil in any of grades 1 to 12, inclusive, who has been suspended from school for two or more schooldays, the homework that the pupil would otherwise have been assigned.

(b) If a homework assignment that is requested pursuant to subdivision (a) and turned into the teacher by the pupil either upon the pupil's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the pupil's overall grade in the class.

### **Authority to Expel**

An expulsion is the permanent dismissal of a student from the Rocketship program, subject to any rehabilitation plan as further described below. If an expulsion is approved, the parent/guardian has the responsibility to place the student in another school.

In accordance with Ed Code 47605(c)(5)(J)(iii), no student will be involuntarily dis-enrolled, dismissed, or transferred by Rocketship for any reason, unless the parent or guardian has been provided written notice at least five school days before the effective date of the removal. For all involuntary removals, including expulsions and dismissals for non-disciplinary reasons, parents must be informed of their right to a hearing before the effective date of the removal. If the student's parent or guardian initiates the hearing procedures, the student must remain enrolled until Rocketship issues a final decision.

The full authority of the Rocketship governing Board of Directors ("the Board") to hear and conduct expulsions shall be granted to the Academic Affairs Committee, a committee of the Board.

The Academic Affairs Committee shall consist of three board members. The Academic Affairs Committee may expel any student found to have committed an expellable offense as listed in Section II above.

Instead of conducting the hearing itself, the Academic Affairs Committee may appoint an impartial administrative panel, as described below. The Academic Affairs Committee will pre-appoint a panel of at least five certificated Rocketship staff members, each from different Rocketship school sites. Should any of the persons appointed to the panel work at the school in which the student is enrolled, he/she will recuse him/herself from the proceedings.

### **Expulsion Procedures**

In accordance with Ed Code 47605(c)(5)(J)(ii), for expulsions and suspensions in excess of 10 days, Rocketship shall provide timely written notice of the charges against the student and an explanation of the student's basic rights.

## Hearing

In accordance with Ed Code 47605(c)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The hearing shall be held within thirty (30) school days after the Principal or designee determines that the student has committed an expellable offense, unless the student requests, in writing, that the hearing be postponed.

In the event an administrative panel hears the case, it will, within 10 days of the hearing, make a recommendation to the Academic Affairs Committee for a final decision whether or not to expel. The hearing shall be held in closed session (complying with all student confidentiality rules under the Family Educational Rights and Privacy Act "FERPA") unless the student makes a written request for a public hearing three days prior to the hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the student. The notice shall include:

- The date and place of the expulsion hearing;
- A statement of the specific facts, charges and offenses upon which the proposed expulsion is based, along with a summary of the evidence against the student;
- A copy of Rocketship's disciplinary rules which relate to the alleged violation;
- Notification of the student's or parent/guardian's obligation to provide information about the student's status at the school to any other school district or school to which the student seeks enrollment;
- The opportunity for the student or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
- The right to inspect and obtain copies of all documents to be used at the hearing;
- The opportunity to confront and question all witnesses who testify at the hearing;
- The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

## Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

Rocketship may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by Rocketship or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

- I. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five

- days' notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
- II. Rocketship must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
  - III. At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
  - IV. The Administrative Panel or the Academic Affairs Committee may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
  - V. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
  - VI. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the Administrative Panel or the Academic Affairs Committee from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
  - VII. If one or both of the support persons is also a witness, Rocketship must present evidence that the witness' presence is both desired by the witness and will be helpful to Rocketship. The entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.
  - VIII. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the room during that testimony.
  - IX. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
  - X. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be



made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

#### Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

#### Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel or Academic Affairs Committee to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Academic Affairs Committee or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled student, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

#### Expulsion Decision

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Academic Affairs Committee, which will make a final determination regarding the expulsion. The final decision by the Academic Affairs Committee shall be made within ten (10) school days following the conclusion of the hearing.

If the Administrative Panel decides not to recommend expulsion, the student shall immediately be returned to his/her educational program.

#### **Written Notice to Expel**

The Principal or designee, following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following:

- § notice of the specific offense committed by the student and
- § notice of the student's or parent/guardian's obligation to inform any new district in which

- the student seeks to enroll of the student's status with Rocketship.
- § notice of the right to appeal and the process
- § information regarding rehabilitation and readmission
- § information regarding alternative education.

The Principal or designee shall send a copy of the written notice of the decision to expel to the chartering authority. This notice shall include the following: (a) the student's name; and (b) the specific expellable offense committed by the student.

### **Disciplinary Records**

Rocketship shall maintain records of all student suspensions and expulsions at Rocketship. Such records shall be made available to the chartering authority upon request.

### **Right to Appeal**

The student/family shall have the right to appeal the decision to expel the student from Rocketship to the Executive Committee of the Board. The request to appeal must be made in writing and shall be submitted to the Executive Committee within five business days of being made aware of the decision to expel the student. The appeal shall be heard by the Executive Committee within 15 days of receipt of the appeal. Any decision made on appeal shall be final.

### **Expelled Students/Alternative Education**

With the exception of students with disabilities under IDEA, students who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within their school district of residence. The Charter School shall work cooperatively with parents/guardians to assist with locating alternative placements during expulsion.

### **Rehabilitation and Readmission**

At the time of the expulsion order, students who are expelled shall be given a rehabilitation plan, to be developed by the Academic Affairs Committee in conjunction with Rocketship staff, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the student may be reviewed for readmission to a Rocketship school.

The decision to readmit a pupil who has been expelled from a Rocketship school shall be in the sole discretion of the Board following a meeting with the Principal and the pupil and guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Principal shall make a recommendation to the Board following the meeting regarding his or her determination. The pupil's readmission is also contingent upon RSPS's

capacity at the time the student seeks readmission.

The decision to admit a pupil who has previously been expelled from another school, school district or charter school shall be in the discretion of the Principal following a meeting with the pupil and guardian or representative to determine whether the pupil poses a threat to others or will be disruptive to the school environment. Where applicable, the Principal may also consider whether the pupil has completed any rehabilitation plan or other improvement measures prescribed by the pupil's previous school. The Principal shall make a recommendation following the meeting regarding his or her determination. The pupil's admission is also contingent upon RSPS's capacity at the time the student seeks admission.

### **Notice to Teachers**

Rocketship shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

### **Involuntary Removal for Truancy**

As charter schools are schools of choice and as a charter school student who fails to attend school is potentially depriving another student of their opportunity to enroll, a student may be involuntarily removed as described within Rocketship's Board adopted Attendance Policy for truancy and only after Rocketship follows the requirements of the Attendance Policy and only in accordance with the policy described above which requires notice and an opportunity for a parent, guardian, educational rights holder to request a hearing prior to any involuntary removal. Students who are involuntarily removed for truancy will be given a rehabilitation plan and will be subject to the readmission procedures set forth herein.

### **Special Procedures for the Consideration of Suspension and Expulsion or Involuntary Removal of Students with Disabilities**

#### Services During Suspension

Students suspended for more than 10 school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum,

although in another setting, and to progress toward meeting the goals set out in the child's IEP; and receive, as appropriate, a functional behavioral assessment, and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

#### Procedural Safeguards/Manifestation Determination

Within 10 school days of any decision to change the placement of a child with a disability because of a violation of a code of student conduct, a manifestation determination shall take place. "Change of Placement" includes a recommendation for expulsion or a cumulative removal

of more than 10 school days in a school year.

If Rocketship, the parent, and relevant members of the IEP Team make the determination that the conduct was a manifestation of the child's disability, the IEP Team will (a) conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the school had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement; (b) if a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and (c) return the child to the placement from which the child was removed, unless the parent and the school agree to a change of placement as part of the modification of the behavioral intervention plan.

The conduct will be considered a manifestation of the child's disability if it is determined that (a) the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or (b) the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the school, the parent, and relevant members of the IEP team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a result of the failure to implement the IEP, then the school may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

#### Due Process Appeals

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the school believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or the school, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the 45 day time period provided for in an interim alternative educational setting, unless the parent and the school agree otherwise. . Rocketship shall comply with 20 U.S.C. Section 1415(k)(2), which states that interim alternative educational setting shall be determined by the IEP team.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian or School may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an

appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

#### Special Circumstances

Rocketship personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct. The Principal or designee may remove a student to an interim alternative educational setting for not more than 45 days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student: a) carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function; (b) knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or (c) has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

#### Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP team.

#### Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEIA and who has violated the Rocketship's behavioral policies may assert the procedural safeguards granted under this administrative regulation only if Rocketship had knowledge that the student was disabled before the behavior occurred.

Rocketship shall be deemed to have knowledge that the student had a disability if one of the following conditions exists prior to the behavior at issue:

- The parent of the child expressed concern in writing to supervisory or administrative personnel of Rocketship, or a teacher of the child, that the child is in need of special education and related services;
- The parent of the child requested an evaluation of the child pursuant to §§ 300.300 through 300.311; or
- The teacher of the child, or other Rocketship personnel, expressed specific concerns about a pattern of behavior demonstrated by the child directly to the director of special education of the agency or to other supervisory personnel of the agency.

If the school knew or should have known the student had a disability under any of the three circumstances described above, the student may assert any of the disciplinary protections available to IDEA-eligible children with disabilities. If the school had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The school shall conduct an expedited evaluation if requested by the parents; however the student shall remain in the

education placement determined by Rocketship pending the results of the evaluation.

Rocketship shall not be deemed to have knowledge that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible. name and offenses) within 30 days of the expulsion. Please contact our office for assistance with preparing such a notice and/or if Rocketship has any questions.

## Campus Access and Visitor Policy

Rocketship strives to create campuses that are welcoming to families, volunteers, and community members while maintaining a safe and secure environment for students and staff. This policy addresses management of the campus access points; prohibitions against loitering; procedures for visitor registration; procedures to follow when arranging for a campus visit; and barring an individual from campus. "Campus" in this policy is defined as the entire indoor and outdoor premises, including the school building(s), sidewalks, parking lots, driveways, playgrounds, and courtyards.

### **Campus Access Points**

Whenever students are in the building, the front office, and controlled access points to each Rocketship campus will be supervised by a Rocketship staff member. Visitors will also be required to undergo an ID check, a registered sex offender check, and adhere to any other security measures (i.e., sign-in/sign-out sheets) that the school has implemented. The school will inform visitors of any specific follow-up that may be required for visitors who are not able to provide proper identification or who are flagged with a sex offender offense.

All doors leading into school buildings should remain closed and locked at all times and only opened by authorized staff members.

### **Loitering**

Parents/guardians and other visitors, including children who are not students at the school, shall not loiter on the school premises, including in the parking lot and outside school buildings. This includes children of staff members who are students at another school. The parking lot shall be used for picking up and dropping off students, and while conducting business.

Parents/guardians and other visitors are expected to leave the campus premises upon the conclusion of any business matters or after dropping their student off at school. If a parent or guardian wishes to visit the school to view the educational program, the visitor must adhere to the following procedures, which have been developed to ensure the safety of students and staff as well as to minimize interruption of the instructional program.

## Visitor Registration and Passes/Badges

- All visitors (including Rocketship Public Schools regional and national staff members) must be registered and checked in via VisitU with their current government issued ID with the security guard immediately upon entering any school building or grounds at any time that students are in the building. Schools will be required to provide a sign-in sheet for any event held on campus.
- If visitors are flagged with a sex offender offense, will deny entry and connect them with school administrators. ***This will not prohibit families from picking up their student for dismissal if they are listed as an allowed pick-up person on the Powerschool pick up list.***
- The Principal, or designee, may refuse to register a visitor if he or she has a reasonable basis for concluding that the visitor is in possession of a firearm; or the visitor's presence or acts would disrupt the school, its students, its teachers, or its other employees; would result in damage to property; or would result in the distribution or use of unlawful or controlled substance.
- Visitors in disguise or costume will not be allowed entrance onto campus without prior agreement with the school administration.
- After registering with the front office or security guard, visitors who are not Rocketship employees will be issued a VisitU badge that they must display at all times while on campus. Network Support staff must display their badge on their persons at all times while at a school site. If a Network Support staff member forgets his/her badge, he/ she will need to register with VisitU and obtain a Visitor's Pass from the front office.
- All visitors must also sign out when leaving the campus.
- The Principal or designee may withdraw consent for an individual to be on campus, even if the visitor has a right to be on campus, whenever there is reasonable basis for concluding that the visitor presence on school grounds would interfere or is interfering with the peaceful conduct of the activities of the school, or would disrupt or is disrupting the school, its students, its teachers, or its other employees.
- The Principal or designee may request that a visitor who has failed to register, or whose registration privileges have been denied or revoked, promptly leave school grounds. When a visitor is directed to leave, the Principal or designee shall inform the visitor that if he/she reenters the school without following the posted requirements, law enforcement may be notified and he/she may be guilty of a misdemeanor.
- While on campus, visitors are to enter and leave classrooms as quietly as possible, not converse with any student, teacher, or other instructional assistant unless permitted, and not interfere with any school activity.

## Arranging for a Campus Visit

Visits during school hours by non-Network Support or other Rocketship staff members should be arranged with the teacher and Principal (or designee) in advance. Teacher conferences should be arranged by appointment in advance and must be scheduled to take place during non-instructional time. Parent/guardians who want to visit a classroom during school hours should first obtain approval from the classroom teacher and the Principal or designee. Classroom observations should be requested in advance and are approved at the Principal or designee's discretion.

**No electronic listening or recording device may be used by students or visitors in a classroom without the teacher's and Principal's written permission.** Failure to abide by this is a violation of this Policy and may subject a visitor to losing his/her privilege to be on campus in accordance with Section III above.

### **Visitor Conduct**

All visitors, regardless of their reason for being on campus, are expected to act in accordance with all Rocketship rules and policies while on the school premises. Visitors are strictly prohibited from having any physical contact with any student for any reason, including touching, grabbing, or holding a student. Visitors are also strictly prohibited from scolding, disciplining, or yelling at any student. If a visitor has a concern about a student's conduct, the visitor should promptly alert a Rocketship staff member.

This policy also applies to conduct during virtual programming (i.e., virtual instruction, events, etc.). Individuals who appear at a virtual event with a Rocketship student and whose conduct violates this policy will receive consequences in accordance with Rocketship policies.

### **Withdrawing Consent for Individuals to be on Campus**

Rocketship recognizes that situations could arise where it may become necessary for the Principal and/or the Principal's supervisor to prohibit an individual from entering or remaining on a Rocketship campus. Such situations may include an individual's possession or reasonable suspicion of an individual's possession of a firearm, an individual engaging in violence, threats of violence, harassment, or any other behavior that the Principal deems to be disruptive of the learning environment or in violation of Rocketship policy. Such actions will comply with any relevant state law requirements.

Withdrawal of consent ("ousting") is specific to each individual Rocketship campus and its related activities. Principals generally have the authority to issue an ouster notice to a disruptive individual, and to do so, they must follow Rocketship's internal protocol and comply with all applicable laws. Principals may not oust an individual beyond his/her particular campus, unless specific authorization is granted by the Director of Schools or the legal department. It is the



responsibility of the Business Operations Manager, Office Manager, and school security to:

- Enforce photo identification verification 100% of the time to ensure no ousted individuals enter the building.
- Document and maintain procedures for pick-up, drop-off and any documentation related to the ouster notice at the front desk.
- Determine, at the time of the incident and in collaboration with the Principals, whether the local police must be contacted.
- Maintain an accurate and current list of individuals who have been issued an ouster notice.
- Enforce the ouster notice by escorting individuals out of the building and off school grounds in a peaceful, quiet, and orderly fashion.
- Not engage any ousted individual off school grounds using combative language, tone, or action.
- Contact the local police department in the event that an individual becomes physically confrontational or refuses to comply with the ouster notice.

### **Refusal to Leave Campus**

Anyone who refuses to leave after being asked by the Principal, or who enters the premises (including parking lots, playground, sidewalks, and school building) without proper authorization in accordance with this policy, may become subject to the local criminal laws regarding trespass and unlawful entry.

Further conduct of this nature by the visitor may lead to the School's pursuit of a restraining order against such visitor which would prohibit him/her from coming onto school grounds or attending School activities for any purpose for a statutorily prescribed period.

The Principal or designee may seek the assistance of the police in dealing with or reporting any visitor in violation of this policy.

## **Medication Administration Policy**

Rocketship is committed to supporting the health of its students and meeting the needs of students with medical conditions, in compliance with California laws and regulations. This policy addresses required documentation of student medication needs; staff administration of medication; student self-administration of medication; the use of epinephrine and asthma inhalers; emergency situations; and documentation and training requirements.

### **I. Medication Authorization Form**

Before medication can be kept or administered at Rocketship, a student's parent/guardian must complete and submit a Medication Authorization Form. In accordance with EC § 49423 and 5 C.C.R. § 601(a), the Medication Authorization Form must include:

- Student's name and date of birth;
- Name of the medication to be administered and the reason for administration;
- Amount or dose of the medication;
- Method of administration;
- The time the medication is to be administered at school;
- Possible side effects;
- For medication prescribed on an as-needed basis, the specific symptoms that necessitate administration of medications, the allowable frequency for administration, and indications for referral for medical evaluation;
- For medication that is to be self-administered by the student, a statement that, in the authorized health care provider's opinion, the student is competent to safely self-administer the medication according to the conditions in the provider's written statement;
- Name, address, telephone number, and signature of the California authorized health care provider.

The student's parent/guardian must also provide Rocketship with a written statement indicating their desire that the school assist the student with medication administration as set forth in the Medication Authorization Form.

Immediately following any changes regarding the health or treatment of the student, the parent/guardian must submit an amended Medication Authorization Form to Rocketship. All Medication Authorization Forms must be updated at least annually.

## **II. Staff Administration of Medication**

Pursuant to 5 C.C.R. § 604, medication may be administered to students by Rocketship personnel designated by the Principal who are legally able and has consented to administer or assist in administering medication to students..

Parents/guardians may come to Rocketship to administer medication to their child if the parent/guardian signs an agreement identifying who will administer the medication, stating the conditions under which the medication will be administered, and releasing Rocketship from the responsibility of administering the medication.

School staff should NOT provide any over-the-counter medications or therapeutic/homeopathic remedies (i.e. cough drops, herbal teas) to students unless the student has

- a note from an authorized health care provider that prescribes the use of the remedy, including the amount or dose to be given, and the method and timing of the administration; AND
- a written statement from a parent/guardian permitting the use of the remedy at the

school.

### **III. Self-Administration of Medication**

Under Ed Code § 49423.6 and 5 C.C.R. § 605, Rocketship may allow a student to carry and self-administer medication in accordance with this policy. This includes prescription inhaled asthma medication and auto-injectable epinephrine, which are each further described below in this policy. Any self-administration of medication must be done in accordance with the Medication Authorization Form as described above.

Prior to allowing self-administration, Rocketship personnel must observe the student self-administering the medication and determine that the student is capable of adhering to standard precautions and appropriate handling of the medication.

### **IV. Storage of Medication**

In accordance with Ed Code § 49423, Rocketship may receive medication from a student's parent/guardian to store for use in accordance with a valid Medication Authorization Form. The medication will be stored with Rocketship's school nurse or Office Manager in a location that is easily accessible during an emergency.

The medication must be labeled with the following information:

- Name of the student;
- Name of the medication;
- Dosage;
- Time of administration; and
- Duration of medication.

All medications must be in original manufacturer packaging. The labeling must be consistent with the written statement from the authorized health care provider in the Medication Authorization Form.

Rocketship will return any unused, discontinued, or outdated medication to a student's parent/guardian as soon as possible after the course of treatment is completed or the medication reaches its expiration. Any medication that cannot be returned to the student's parent/guardian will be disposed of at the end of the school year in accordance with all applicable laws.

### **V. Documentation Maintenance of Records**

Rocketship will create and maintain a list of students with valid Medication Authorization Forms, including the emergency contact information for each student. Students who are allowed to carry and self-administer medication will be specified in this list. The Principal may distribute the list among appropriate employees or agents.

Rocketship will maintain accurate records of all its employees and agents who are certified to administer medication. Rocketship will also maintain accurate records of all incidents where medication was administered to a student at school. The log will include at least the name of the

student; the name of the medication; the medication dose and route; and the time the medication was administered.

If a material or significant deviation from the authorized health care provider's written statement is discovered by Rocketship, notification of the deviation shall be given as quickly as possible to the Director of Schools, the student's parent/guardian, and the student's authorized health care provider.

## **VI. Emergency Situations**

Designated Rocketship personnel will possess valid, up-to-date certifications in first aid and CPR. First aid will be administered whenever possible by trained staff members,

Rocketship personnel who provide life-sustaining emergency medication must receive documented training and maintain current certification in CPR from a recognized source (i.e. American Red Cross or American Heart Association).

School employees with proper training and certification are expected to respond to emergency situations without discrimination. If any student or staff member needs resuscitation, staff shall make every effort to resuscitate him/her. Staff members are prohibited from accepting or following any parental or medical "do not resuscitate" orders. School staff should not be placed in the position of determining whether such orders should be followed, and such advance directives shall not be communicated to staff.

## **VII. Epinephrine Auto-Injectors**

Pursuant to Ed Code § 49414, Rocketship schools in California will stock emergency epinephrine auto-injectors to be used by the school nurse or trained personnel on persons suffering or reasonably believed to be suffering from an anaphylactic reaction. A school nurse or, if the school does not have a nurse, a volunteer trained in accordance with this policy, may administer an epinephrine auto-injector to a person exhibiting potentially life-threatening symptoms or anaphylaxis at school or at a school activity when a physician is not immediately available. The training provided to school personnel shall be in compliance with the requirements of Ed Code § 49414 and any regulations promulgated thereunder.

Rocketship will store the epinephrine auto-injectors in a secure but accessible, well-marked, unlocked location.

## **VIII. Asthma Inhalers**

Pursuant to Ed Code § 49423.1, students who are required to take, during the regular school day, inhaled asthma medication may be permitted to carry and self-administer the inhaled asthma medication or otherwise be assisted by designated school personnel, provided that Rocketship receives the appropriate written documentation, specified below:

- In order for a student to be assisted by a school nurse or other designated school personnel, Rocketship shall obtain both (1) a written statement from a physician detailing

the name of the medication, method, amount, and the time schedules by which the medication is to be taken AND (2) a written statement from the parent/guardian requesting that Rocketship assist the student with the medication.

- In order for a student to carry and self-administer prescription inhaled asthma medication, Rocketship shall obtain both (1) a written statement from a physician detailing the name of the medication, method, amount, the time schedules by which the medication is to be taken, and confirming that the student is able to self-administer inhaled asthma medication AND (2) a written statement from the parent/guardian consenting to the self-administration, providing a release for the school nurse or other designated school personnel to consult with the health care provider of the student regarding any questions that may arise with regard to the medication, and releasing Rocketship Education and school personnel from civil liability if the self-administering student suffers an adverse reaction by taking the medication pursuant to this policy.

These written statements must be provided at least annually, and more frequently if the medication, dosage, frequency of administration, or reason for administration changes.

### **IX. Misuse**

A student who self-administers medication while at school, at a school-sponsored activity, or while on school-sponsored transportation for a purpose other than his or her own treatment will be subject to disciplinary action in accordance with Rocketship's Student Discipline Policy. Such disciplinary action shall not limit or restrict the access of a student to his or her prescribed medication. Rocketship will promptly notify the student's parent/guardian of any disciplinary action imposed.

## Policy Appendix - Wisconsin

### Mandated Reporter Policy

#### **Mandated Reporter Obligations**

In Wisconsin, certain professionals are required to report known or suspected child abuse and neglect. School teachers, administrators, counselors and staff are legally mandated reporters. As an employee of a Rocketship Education school, or an employee of the Rocketship support office who has regular contact with children, you are a Mandated Reporter. This "Mandated Reporter

Policy” is intended to inform Rocketship Education employees of their responsibilities and rights under Wisconsin Statute 48.981, as well as the procedures for complying with the statute.

### **When Must You Report?**

Wisconsin’s reporting law requires a report to be made when a mandated reporter has a “reasonable cause to suspect” that a child seen by the person in the course of professional duties has been “abused or neglected,” or who has reason to believe that a child “has been threatened with abuse or neglect and that abuse or neglect of the child will occur.” The language chosen in the statute was deliberate and was drafted to ensure that a maximum number of abused children are identified and protected. As an educator, your role is not to serve as an investigator. If you feel that an ordinary person in your position would have any reason to suspect abuse, you are required to immediately report your suspicions.

### **What Types of Abuse Must Be Reported?**

According to statute WI 48.981, an abused or neglected child is a child who has been subjected to:

- Physical injury that is inflicted on a child by other than accidental means
- Sexual intercourse or sexual contact
- Threatened harm
- Permitting, allowing, or encouraging a child to engage in prostitution
- Sexual exploitation through pornography
- Emotional damage defined as behaviors harmful to a child’s psychological or intellectual functioning that is exhibited by severe anxiety, depression, withdrawal or outward aggressive behavior or a combination of those behaviors and that is caused by the child’s parent, guardian, legal custodian, or other person exercising temporary or permanent control over the child and for which the child’s parent, guardian or legal custodian has failed to obtain the treatment necessary to remedy the harm
- Methamphetamine manufacture in a child’s home, on the premises of a child’s home, in a motor vehicle on the premises of a child’s home, or where a reasonable person should have known that the manufacture would be seen, smelled, or heard by a child is considered child abuse in Wisconsin
- Failure, refusal or inability on the part of a parent, guardian, legal custodian, or other person exercising temporary or permanent control over a child for reasons other than poverty to provide necessary care, food, clothing, medical or dental care or shelter so as to seriously endanger the physical health of the child.

### **Procedures for Reporting**

1. The moment you have a reasonable cause to suspect abuse or neglect or the threat of abuse or neglect, you must immediately inform, by telephone or personally, the county department, a licensed child welfare agency or the police department of the facts and circumstances contributing to a suspicion of abuse.

2. In the Milwaukee Area, you can contact the: Bureau of Milwaukee Child Welfare (BMCW) (414) 220-SAFE or Milwaukee Police Department/Sensitive Crimes (MPD) (414) 935-7405. If you feel that the child is in immediate danger, please dial 911.
3. Joint Knowledge
  - a. It is the policy of Rocketship Education to report suspicion of abuse to the Principal of the school, unless the Principal of the school is the subject of the suspicion. REMEMBER, reporting the information to a Principal or any other person shall not be a substitute for making a mandated report to one of the agencies specified above.
  - b. All mandated reporters who know or suspect abuse or that abuse has been threatened should make a report.
  - c. Knowledge that a report has already been made by an outside party is not a substitute for making a mandated report. If a child has been taken from school by the Bureau of Milwaukee Child Welfare of the Milwaukee Police Department the Principal shall obtain the name and badge number of the person taking the child. The Principal is not to notify the parent of the removal. If the administrator is contacted by the parent/legal guardian, the parent or legal guardian should be advised to contact the appropriate agency for further information, either BMCW or MPD, but shall NOT give that information to the parent or legal guardian of the child. That information is confidential and shall only be released by the BMCW or MPD.
4. In the case of peer sexual contact, the principal/designee shall NOT inform the parent or legal guardian as to the identity of the juvenile participant(s) in the incident. That information is confidential and shall be released only to the BMCW or the MPD. Parents/guardians should be referred to the appropriate agency.

#### **Protections and Immunity from Liability**

- All reports of suspected abuse or neglect are confidential. With few exceptions, as delineated in statute, no information that could be used to identify the reporter (e.g., place of employment, job title) can be shared. (48.981(7)(a))
- Anyone who, in good faith, reports suspected abuse or neglect is immune from both criminal and civil liability. (48.981(4))
- No person may be discharged, disciplined or otherwise discriminated against in regard to employment, or threatened with any such treatment, for making a report of suspected abuse or neglect in good faith. (48.981(2)(e))

#### **Consequences for Failing to File a Report**

Any person who intentionally violates this section by failure to report as required may be fined or imprisoned or both. (48.981(6)).

## Student Dress Code

Student uniforms help minimize disruption during the school day, promote respect for oneself and others, and foster school/community spirit. Students are expected to wear the Rocketship uniform to school every day.

The Rocketship uniform consists of a khaki bottom (pants, shorts, dress, skirt, or skorts) and a dark purple collared shirt. Students may also wear a Rocketship polo shirt or t-shirt, which can be purchased from the school Office Manager. Shirts must be tucked in at all times, which Rocketship considers being “dressed for success.”

Students should also wear closed toe shoes. Sandals are not considered to be safe or appropriate for school.

The following are considered to be dress code violations and are NOT permitted on any Rocketship campus:

- Dresses and shorts which are shorter than mid-thigh
- Thin strap shirts/blouses (thinner than two inches)
- Tank tops (including white, ribbed undershirts)
- Clothing or accessories that are sexually provocative
- Clothing or accessories that identify a student with non-school clubs, profanity, obscenity, references to drugs, alcohol, tobacco, gangs (e.g., red, blue, yellow, color) or prison culture, name insignia
- Attire with writing that degrades individuals or groups
- Body piercings that create a safety hazard are not acceptable; moderate sized earrings are acceptable
- Platform shoes or high heels over 2.5 inches high
- Underwear or undergarments that are visible
- Exposed midriff areas
- Pants that sag around the waist
- Intentionally torn pants or jeans
- Untied shoelaces
- Hats, bandanas, non-religious head coverings
- Sunglasses may not be worn in the building, but may be worn outside to protect from the sun

Students who repeatedly do not come to school in uniform may lose privileges. In addition, Rocketship may contact the student’s parent/guardian to discuss the dress code violation.



# Discrimination, Harassment, Intimidation, and Bullying Policy

## **Statement of Non-Discrimination**

Rocketship is committed to equal opportunity for all individuals in education. Harassment, intimidation, bullying, and sexual harassment are all forms of discrimination and are disruptive behaviors that interfere with students' ability to learn, negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. Rocketship prohibits discrimination in all forms, inclusive of instances that occur on any area of the school campus, at school-sponsored events and activities, regardless of location, through school-owned technology, and through other electronic means. It does not discriminate against any student or employee on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic.

Rocketship adheres to all provisions of federal law related to students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 ("ADA"), and the Individuals with Disabilities Education Improvement Act of 2004. Rocketship is committed to providing a work and educational atmosphere that is free of unlawful harassment under Title IX (sex), Title VI (race, color, or national origin), and Section 504 and Title II of the ADA. Rocketship prohibits sexual harassment and harassment based upon pregnancy, childbirth or related medical conditions, race, religion, creed, color, gender, gender identity, gender expression, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, local law, ordinance or regulation.

Rocketship does not condone or tolerate harassment of any type, including bullying, discrimination, or intimidation, by any employee, independent contractor or other person with which the Rocketship does business, or any other individual, student, or volunteer. This applies to all employees, students, or volunteers and relationships, regardless of position or gender. To the extent possible, Rocketship will make reasonable efforts to prevent students from being discriminated against, harassed, intimidated, and/or bullied, and will take action to respond to such behaviors in a timely manner. Rocketship school staff that witness acts of misconduct prohibited by this Policy will take immediate steps to intervene when safe to do so. Rocketship will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted.

## **Harassment and Retaliation Prohibited**

Harassment is a form of discrimination and Rocketship is committed to maintain a learning environment that is free from harassment. Rocketship prohibits harassment based on an individual's membership in a protected class by a student, teacher, administrator or other school

personnel, by any other person who is participating in, observing, or otherwise engaged in school activities, including sexual harassment and harassment consistent with Title IX, 20 U.S.C. § 1681 et seq. and State law. It prohibits harassment based upon race, color, religion, national origin, sex, age, personal appearance, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a complainant of an intrafamily offense, place of business or residence, credit information, gender, gender identity, gender expression, marital status, sexual orientation, pregnancy, childbirth, reproductive health decisions, or related medical conditions, or any other basis protected by applicable law.

Prohibited Harassment includes, but is not limited to the following:

- Any unwelcome physical, verbal, nonverbal, or electronic conduct based on the aforementioned protected traits.
- Prohibited stalking that involves a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others or suffer substantial emotional distress.

Prohibited Sexual Harassment includes, but is not limited to the following:

- Unwelcome sexual advances of a student by another student; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication (including electronic communication) of a sexual nature (including sexual assault) that adversely affects the student in the ways set forth above.
- Abusive or coercive behavior or dating violence against one student by another student where a dating partner uses threats of, or actually uses physical, emotional, economic, technological, or sexual abuse to exert power or control over a current or former dating partner.
- Welcome AND unwelcome sexual advances of a student by a school employee; requests for sexual favors of a student by a school employee; sexually motivated physical, verbal, or nonverbal conduct by a school employee directed at a student; or other conduct or communication (including electronic communication) of a sexual nature directed to a student by a school employee.

A hostile environment exists if the harassment is sufficiently serious that it denies or limits the complainant's ability to participate in or benefit from the school's program (e.g., skipping class, dropping out of an activity, having trouble concentrating in class).

Retaliation includes any adverse action taken against an individual because they reported sexual harassment, dating violence, or discrimination, provided information, witnesses, assisted, participated, or refused to participate in an investigation or proceedings in relation to any of those acts. Rocketship prohibits retaliation against any individual who has made a complaint

pursuant to this policy in good faith, assisted in an investigation, or otherwise exercised rights protected by law. Rocketship also prohibits taking any adverse action against an individual based on an unsubstantiated allegation or rumor of harassment. Any student who is subject to retaliation in violation of this policy or who knows of another student who has been subject to retaliation is urged to report it as soon as possible to school staff or the Title IX Compliance and Civil Rights Officer.

## **Reporting Process**

**Reports of Discrimination or Harassment - General.** Students, parents or staff should report a claim of discrimination or harassment and the alleged acts promptly to a teacher, counselor, or school administrator. Reports do not have to be made by the complainant. Reports can be made in person, by mail, by telephone, or by email, using the complaint form attached below. A school employee who receives a report of discrimination that may be considered harassment, sexual harassment, dating violence, stalking, or retaliation under Title IX, has knowledge or should reasonably know about the aforementioned violations should promptly notify Rocketship's Title IX Compliance and Civil Rights Officer for next steps.

**Reports of a Title IX Violation.** Reports of alleged acts that may be considered harassment, sexual harassment, dating violence, stalking, or retaliation subject to review under Title IX should be made to the Title IX Compliance and Civil Rights Officer:

Renita Thukral  
Title IX Compliance and Civil Rights Officer  
350 Twin Dolphin Drive, Suite 109 Redwood City, CA 94056 [rthukral@rsed.org](mailto:rthukral@rsed.org)

The Title IX Compliance and Civil Rights Officer is the Rocketship staff member designated by Rocketship to coordinate its responsibilities under Title IX. Upon receipt of a complaint, Rocketship will provide information to the complainants about the investigation process, about their rights under Title IX and other relevant laws.

## **Confidentiality**

To the greatest extent possible, Rocketship shall respect the privacy of individuals who report potential violations of this policy, individual(s) against whom a report is filed, and witnesses. Rocketship will notify individuals/agencies of incidents of discrimination only to the extent allowed by law. Any notifications to other parties will be made only to ensure that services are provided to the complainant(s) and respondent and to protect the complainant(s) from further or sustained victimization. The Title IX Compliance and Civil Rights Officer/designee conducting the investigation will be responsible for making determinations about confidentiality. Rocketship will maintain as confidential any supportive measures provided to the complainant or respondent, to

the extent that maintaining such confidentiality would not impair the ability of Rocketship to provide the supportive measures.

### **Process for Investigating Complaints of Discrimination and Harassment**

**General Complaints of Discrimination and Harassment.** Complaints of discrimination or harassment that do not involve allegations of Title IX violation or allegations of sexual harassment should be made under the General Complaint Procedures described under the Notification of Rights and Assurances section of this Handbook..

**Complaints under Title IX.** Complaints governed by Title IX of the Education Amendments of 1972 are reported to the Title IX Compliance and Civil Rights Officer and an investigation of those complaints are conducted promptly and impartially pursuant to related Title IX Complaint Procedures outlined under the Notification of Rights and Assurances section of this Handbook.

### **Bullying Prevention**

“Bullying” is deliberate or intentional behavior using words or actions, intended to cause fear, intimidation, or harm. Bullying may be repeated behavior and involves an imbalance of power. The behavior may be motivated by an actual or perceived distinguishing characteristic, such as, but not limited to: age; national origin; race; ethnicity; religion; gender; gender identity; sexual orientation; physical attributes; physical or mental ability or disability; and social, economic, or family status.

Bullying behavior can be:

- Physical (e.g. assault, hitting or punching, kicking, theft, threatening behavior)
- Verbal (e.g. threatening or intimidating language, teasing or name-calling, racist remarks)
- Indirect (e.g. spreading cruel rumors, intimidation through gestures, social exclusion, and sending insulting messages or pictures by mobile phone or using the internet – also known as cyber bullying)

Alleged incidents of bullying will be promptly investigated by designated Rocketship staff members. Rocketship Public School’s policy and procedures for addressing bullying complaints through either the general complaint procedures or the Title IX procedures (as appropriate) are described under the Notification of Rights and Assurances section of this Handbook.

# Suspension and Expulsion Policy

We believe that our students are best served when they are present at school every day. However, we recognize that situations may occur when a student commits a behavioral offense that is so severe that the student may become subject to suspension or expulsion.

A student may be disciplined, suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at a Rocketship school or at any other school or a school-sponsored event at any time including but not limited to: while on school grounds; while going to or coming from school; during the lunch period, whether on or off the school campus; and during, going to, or coming from a school-sponsored activity. Students may also be subject to disciplinary action for off-campus behavior if it creates a substantial disruption to the school environment or interferes with another student's ability to participate in the school program.

## **In-School Suspension**

In-school suspension ("ISS") provides an alternative to out-of-school suspension. ISS allows students to be counted present and provides an in-school opportunity for them to complete and receive credit for class assignments. During ISS, students will complete schoolwork in a location separate from their class. ISS is not intended to be an alternative to or long-term replacement of the student's regularly scheduled class.

ISS may be used in the event that a student is engaging in prohibited conduct that is making the classroom environment physically or emotionally unsafe for other students or that severely disrupts a class or school-sponsored activity;

Only the Principal or Assistant Principal, with prior approval from his/her supervisor, shall assign a student to ISS. Students assigned to ISS must have written notification of the date and duration of the ISS assignment. Assignment to ISS and the scheduling of the days assigned are at the Principal's discretion.

Principals should place the student in ISS as soon as possible after the infraction is reported. The principal will ensure that:

- Students assigned to ISS are provided a safe, positive environment
- Students assigned to ISS are properly supervised; and
- Students assigned to ISS are allowed to complete class work assigned during his/her placement in ISS.
- All class work for students is obtained, academic assistance is provided as necessary, and completed work is returned to the student's classroom teacher.

- Activities of academic value are provided for the student when the classroom teacher's work is not provided or is insufficient for ISS time assigned.
- Additionally, classroom teachers will:
- Provide classwork commensurate to the work missed for a student in ISS.
- Record a student in ISS as present. There will be no attendance-related penalty for assignment to ISS.
- Evaluate the student's work completed in ISS and give credit for work completed in ISS.
- Ensure that students in ISS receive credit for attendance and full credit for work completed.

The student's parent/guardian must be notified of a student's assignment to ISS at the time that the ISS placement is scheduled. The Principal should contact a parent/guardian by phone or in-person meeting. If the parent/guardian cannot be reached in this manner, the Principal or his/her designee may make contact through e-mail.

### **Out of School Suspensions and Expulsion**

When disciplinary infractions occur on campus, our Principals are expected to respond in accordance with our Student Discipline Policy, which encourages positive behavioral interventions and supports and outlines available in-school disciplinary actions. The decision to pursue a suspension is, in most circumstances, largely at the discretion of the school leadership team in accordance with state law and should only be considered in cases of egregious behavioral infractions – and, even then, should be viewed as a last resort—as we believe that our students are best served when they are present at school every day. Recommendations for expulsion should not be pursued except in the most extreme cases, as our policy is to do whatever it takes to serve every student who enrolls in a Rocketship school.

If a situation does arise where a Principal feels that the student should be suspended or recommended for expulsion, this policy was written to guide the process. The policy has been written in accordance with relevant federal and state laws and regulations. It addresses grounds for suspension and expulsion; suspension and expulsion procedures; the maintenance of disciplinary records; student appeal rights; rehabilitation and readmission; and special procedures for the consideration of suspension and expulsion of students with disabilities.

#### **I. Grounds for Suspension and Expulsion**

In Wisconsin, students may, at the discretion of the Principal in consultation with his/her manager, be suspended for any of the following reasons, in accordance with Wis. Stat. § 120.13(1)(b):

- A. Disobeying school rules.

- B. Conveying any threat or false information concerning an attempt or alleged attempt being made to destroy school property by explosives.
- C. Conduct while at school, or under the supervision of a school authority, which endangers the property, health, or safety of others.
- D. Conduct while not at school, or while not under the supervision of a school authority, which endangers the property, health, or safety of others at school or under the supervision of a school authority or endangers the property, health, or safety of any Rocketship employee. Conduct that endangers a person or property includes making a threat to the health or safety of a person or making a threat to damage property.

Students may be expelled for any of the following reasons:

- A. If the Board finds the student guilty of repeated refusal or neglect to obey school rules.
- B. For threatening to destroy school property by explosives.
- C. For engaging in conduct while at school or under the supervision of a school authority which endangered the property, health or safety of others.
- D. For conduct while not at school or while not under the supervision of school authority which endangered the property, health or safety of others at school or under the supervision of a school authority or endangered the property, health or safety of any Rocketship employe
- E. For conduct that endangers a person or property, including making a threat to the health or safety of a person or making a threat to damage property.

## **II. Suspension Procedures**

Suspensions shall be initiated according to the following procedures:

### **Conference**

Suspension shall be preceded by a conference conducted by the Principal or the Principal's designee with the student. At the conference, the student shall be informed of the reason for the disciplinary action.

### **Notice to Parents/Guardians**

At the time of the suspension, the Principal or designee shall promptly call the parent/guardian of the minor student and give notice of the suspension and the reasons for the suspension. The Principal or designee shall also mail a copy of the suspension to the parent/guardian.

### **Suspension Time Limits/Recommendation for Expulsion**

A student may be suspended for a period of no longer than three consecutive school days. However, if a notice of an expulsion hearing has been sent, the student may be suspended for up to 15 consecutive school days.

### **Right to Appeal**

A parent or student may, within five school days following the commencement of a suspension, have a conference with the Vice President of Schools or his/her designee. The designee may not be the principal, staff member, or a teacher in the child's school. If the Vice President of Schools or his/her designee finds that the child was suspended unfairly or unjustly, or the suspension was inappropriate given the nature of the offense, or the child suffered undue consequences or penalties as a result of the suspension, reference to the suspension must be removed from the child's records. The finding must be made within 15 days of the conference.

### **Rights During Suspension**

The suspended student shall not be denied the opportunity to take any quarterly, semester or grading period examinations or to complete coursework missed during the suspension period.

### **Disciplinary Records**

RSPS shall maintain records of all student suspensions and expulsions at RSPS Schools.

## **III. Expulsion Procedures**

### **Delegation of Authority**

The Rocketship Public Schools Wisconsin Board ("the Board") shall appoint an independent hearing panel ("Panel") or independent hearing officer ("Officer") to hear and conduct expulsions. The Panel or Officer may expel any student found to have committed an expellable offense.

### **Hearing**

Prior to expelling a Rocketship student in Wisconsin, the Panel /Officer shall hold a hearing. Upon request of the student's parent or guardian, the hearing shall be closed to the public. The student may be represented at the hearing by counsel. The board shall keep written minutes of the hearing. Upon the ordering by the Panel /Officer of the expulsion of a student, Rocketship shall mail a copy of the order to the student's parent or guardian.



No less than five days prior to the hearing, written notice of the hearing shall be sent to the student and, if the student is a minor, to the student's parent or guardian. The notice shall state all of the following:

- The specific grounds and the particulars of the student's alleged conduct upon which the expulsion proceeding is based.
- The time and place of the hearing.
- That the hearing may result in the student's expulsion.
- That, upon request of the student and, if the student is a minor, the student's parent or guardian, the hearing shall be closed.
- That the student and, if the student is a minor, the student's parent or guardian may be represented at the hearing by counsel.
- That the Committee shall keep written minutes of the hearing.
- That if the Committee orders the expulsion of the student the school district clerk shall mail a copy of the order to the student and, if the student is a minor, to the student's parent or guardian.
- That if the student is expelled by the Committee the expelled student or, if the student is a minor, the student's parent or guardian may appeal the school board's decision to the Board.
- That the state statutes related to student expulsion are §§ 119.25 and 120.13 (1).

If the Panel or Officer orders an expulsion of the student, within 30 days after the date on which the order is issued, the Board shall review the expulsion order and shall approve, reverse or modify the order. The order of the hearing officer or panel shall be enforced while the Board reviews the order.

### **Record of Hearing**

The Officer or Panel shall keep a full record of the hearing. Each party shall be informed of the right to a complete record of the proceeding. Upon request, the Officer or Panel shall direct that a transcript of the record be prepared and that a copy of the transcript be given to the pupil's parent or guardian.

### **Written Notice to Expel**

The Principal or designee following a decision of the Officer or Panel to expel shall send written notice of the decision to expel, including the Officer or Panel's adopted findings of fact, to the student and parent/guardian. This notice shall also include the following:

- Notice of the specific offense committed by the student.
- Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with Rocketship.

### **Right to Appeal**

The student's parent/guardian shall have the right to appeal the decision to expel the student to the Board. The request to appeal must be made in writing and shall be submitted to the Board within fifteen business days of being made aware of the decision to expel the student. The appeal shall be heard by the Board within thirty days of receipt of the appeal.

### **Admission of Expelled Students**

The decision to readmit a pupil who has been expelled from a Rocketship school shall be in the sole discretion of the Board following a meeting with the Principal and the pupil and guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Principal shall make a recommendation to the Board following the meeting regarding his or her determination. The pupil's readmission is also contingent upon RSPS's capacity at the time the student seeks readmission.

The decision to admit a pupil who has previously been expelled from another school, school district or charter school shall be in the discretion of the Principal following a meeting with the pupil and guardian or representative to determine whether the pupil poses a threat to others or will be disruptive to the school environment. Where applicable, the Principal may also consider whether the pupil has completed any rehabilitation plan or other improvement measures prescribed by the pupil's previous school. The Principal shall make a recommendation following the meeting regarding his or her determination. The pupil's admission is also contingent upon RSPS's capacity at the time the student seeks admission.

## **IV. Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities**

### **Services During Suspension**

Students suspended for more than 10 school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP; and receive, as appropriate, a functional behavioral assessment or functional analysis, and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

### **Procedural Safeguards/Manifestation Determination**

Within 10 school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the school, the parent, and relevant members of the IEP Team shall review all relevant information in the student's file, including the child's IEP, any teacher observations, and any relevant information provided by the parents to determine:

If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or

If the conduct in question was the direct result of the local educational agency's failure to implement the IEP.

If the school, the parent, and relevant members of the IEP Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the school, the parent, and relevant members of the IEP Team make the determination that the conduct was a manifestation of the child's disability, the IEP Team shall:

1. Conduct a functional behavioral assessment or a functional analysis assessment, and implement a behavioral intervention plan for such child, provided that the school had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
2. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
3. Return the child to the placement from which the child was removed, unless the parent and the school agree to a change of placement as part of the modification of the behavioral intervention plan.

If the school, the parent, and relevant members of the IEP team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a result of the failure to implement the IEP, then the school may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

### **Due Process Appeal**

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or RSPS believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to

others, may request an expedited administrative hearing through the Division of Hearings and Appeals.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or the school, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, whichever occurs first, unless the parent and the school agree otherwise.

### **Special Circumstances**

Rocketship personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Principal or designee may remove a student to an interim alternative educational setting for not more than 45 days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- Carries or possesses a weapon, as defined in 18 USC 930, to or at school, on school premises, or to or at a school function;
- Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function;
- Has inflicted serious bodily injury, as defined by 20 USC 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

### **Interim Alternative Educational Setting**

The student's interim alternative educational setting shall be determined by the student's IEP team. Procedures for Students Not Yet Eligible for Special Education Services A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the RSPS's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the school had knowledge that the student was disabled before the behavior occurred.

The school shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to school supervisory or administrative personnel, or to one of

the child's teachers, that the student is in need of special education or related services.

- The parent has requested an evaluation of the child.
- The child's teacher, or other school personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other school supervisory personnel.

If the school knew or should have known the student had a disability under any of the three circumstances described above, the student may assert any of the protections available to IDEIA-eligible children with disabilities, including the right to stay-put.

If the school had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The school shall conduct an expedited evaluation if requested by the parents; however, the student shall remain in the education placement determined by the school pending the results of the evaluation.

The school shall not be deemed to have knowledge that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

## Campus Access and Visitor Policy

Rocketship strives to create campuses that are welcoming to families, volunteers, and community members while maintaining a safe and secure environment for students and staff. This policy addresses management of the campus access points; prohibitions against loitering; procedures for visitor registration; procedures to follow when arranging for a campus visit; and barring an individual from campus. "Campus" in this policy is defined as the entire indoor and outdoor premises, including the school building(s), sidewalks, parking lots, driveways, playgrounds, and courtyards.

### **Campus Access Points**

Whenever students are in the building, the front office, and controlled access points to each Rocketship campus will be supervised by a Rocketship staff member. Visitors will also be required to undergo an ID check, a registered sex offender check, and adhere to any other security measures (i.e., sign-in/sign-out sheets) that the school has implemented. The school will inform visitors of any specific follow-up that may be required for visitors who are not able to provide proper identification or who are flagged with a sex offender offense.

All doors leading into school buildings should remain closed and locked at all times and only opened by authorized staff members.

## Loitering

Parents/guardians and other visitors, including children who are not students at the school, shall not loiter on the school premises, including in the parking lot and outside school buildings. This includes children of staff members who are students at another school. The parking lot shall be used for picking up and dropping off students, and while conducting business.

Parents/guardians and other visitors are expected to leave the campus premises upon the conclusion of any business matters or after dropping their student off at school. If a parent or guardian wishes to visit the school to view the educational program, the visitor must adhere to the following procedures, which have been developed to ensure the safety of students and staff as well as to minimize interruption of the instructional program.

## Visitor Registration and Passes/Badges

- All visitors (including Rocketship Public Schools regional and national staff members) must be registered and checked in via VisitU with their current government issued ID with the security guard immediately upon entering any school building or grounds at any time that students are in the building. Schools will be required to provide a sign-in sheet for any event held on campus.
- If visitors are flagged with a sex offender offense, security will deny entry and connect them with school administrators. ***This will not prohibit families from picking up their student for dismissal if they are listed as an allowed pick-up person on the Powerschool pick up list.***
- The Principal, or designee, may refuse to register an outsider if he or she has a reasonable basis for concluding that the visitor is in possession of a firearm; or the visitor's presence or acts would disrupt the school, its students, its teachers, or its other employees; would result in damage to property; or would result in the distribution or use of unlawful or controlled substance.
- Visitors in disguise or costume will not be allowed entrance onto campus without prior agreement with the school administration.
- After registering with the security guard, visitors who are not Rocketship employees will be issued a VisitU badge that they must display at all times while on campus. Rocketship regional/national staff ("Network Support") will receive a badge from the Regional Director of Operations. Network Support staff must display their badge on their persons at all times while at a school site. If a Network Support staff member forgets his/her badge, he/she will need to register with VisitU and obtain a Visitor's Pass from the front office or security.
- All visitors must also sign out when leaving the campus.
- The Principal or designee may withdraw consent for an individual to be on campus, even if the visitor has a right to be on campus, whenever there is reasonable basis for concluding that the visitor presence on school grounds would interfere or is interfering

with the peaceful conduct of the activities of the school, or would disrupt or is disrupting the school, its students, its teachers, or its other employees.

- The Principal or designee may request that a visitor who has failed to register, or whose registration privileges have been denied or revoked, promptly leave school grounds. When a visitor is directed to leave, the Principal or designee shall inform the visitor that if he/she reenters the school without following the posted requirements, law enforcement may be notified and he/she may be guilty of a misdemeanor.

### **Arranging for a Campus Visit**

Visits during school hours by non-Network Support or other Rocketship staff members should be arranged with the teacher and Principal (or designee) in advance. Teacher conferences should be arranged by appointment in advance and must be scheduled to take place during non-instructional time. Parent/guardians who want to visit a classroom during school hours should first obtain approval from the classroom teacher and the Principal or designee. Classroom observations should be requested in advance and are approved at the Principal or designee's discretion.

**No electronic listening or recording device may be used by students or visitors in a classroom without the teacher's and Principal's written permission.** Failure to abide by this is a violation of this Policy and may subject a visitor to losing his/her privilege to be on campus in accordance with Section III above.

### **Visitor Conduct**

All visitors, regardless of their reason for being on campus, are expected to act in accordance with all Rocketship rules and policies while on the school premises. Visitors are strictly prohibited from having any physical contact with any student for any reason, including touching, grabbing, or holding a student. Visitors are also strictly prohibited from scolding, disciplining, or yelling at any student. If a visitor has a concern about a student's conduct, the visitor should promptly alert a Rocketship staff member.

This policy also applies to conduct during virtual programming (i.e., virtual instruction, events, etc.). Individuals who appear at a virtual event with a Rocketship student and whose conduct violates this policy will receive consequences in accordance with Rocketship policies.

### **Withdrawing Consent for Individuals to be on Campus**

Rocketship recognizes that situations could arise where it may become necessary for the Principal and/or the Principal's supervisor to prohibit an individual from entering or remaining on a Rocketship campus. Such situations may include an individual's possession or reasonable

suspicion of an individual's possession of a firearm, an individual engaging in violence, threats of violence, harassment, or any other behavior that the Principal deems to be disruptive of the learning environment or in violation of Rocketship policy. Such actions will comply with any relevant state law requirements.

Withdrawal of consent is specific to each individual Rocketship campus and its related activities. Principals generally have the authority to withdraw consent for a disruptive individual, and to do so, they must follow Rocketship's internal protocol and comply with all applicable laws. Principals may not withdraw consent for an individual beyond his/her particular campus, unless specific authorization is granted by the Director of Schools or the legal department. It is the responsibility of the Business Operations Manager, Office Manager, and school security to:

- Enforce photo identification verification 100% of the time to ensure no barred individuals enter the building.
- Document and maintain procedures for pick-up, drop-off and any documentation related to the barring notice at the front desk.
- Determine, at the time of the incident and in collaboration with the Principals, whether the local police must be contacted.
- Maintain an accurate and current list of individuals who have been issued a Withdrawal of Consent notice.
- Enforce the Withdrawal of Consent notice by escorting individuals out of the building and off school grounds in a peaceful, quiet, and orderly fashion.
- Not engage any prohibited individual off school grounds using combative language, tone, or action.
- Contact the local police department in the event that an individual becomes physically confrontational or refuses to comply with the Withdrawal of Consent notice.

### **Refusal to Leave Campus**

Anyone who refuses to leave after being asked by the Principal, or who enters the premises (including parking lots, playground, sidewalks, and school building) without proper authorization in accordance with this policy, may become subject to the local criminal laws regarding trespass and unlawful entry.

Further conduct of this nature by the visitor may lead to the School's pursuit of a restraining order against such visitor which would prohibit him/her from coming onto school grounds or attending School activities for any purpose for a statutorily prescribed period.

The Principal or designee may seek the assistance of the police in dealing with or reporting any visitor in violation of this policy.



# Medication Administration Policy

Rocketship is committed to supporting the health of its students and meeting the needs of students with medical conditions, in compliance with Wisconsin laws. This policy addresses the requirements for students who need to take medication during the school day, including required documentation and training for staff members. The policy also addresses emergency medical situations; epinephrine auto-injectors; and asthma inhalers.

## I. Medication Information Form

Before medication can be kept or administered at Rocketship, a student's parent/guardian must complete and submit a Medication Information Form. The Information Form must include:

- Written authorization, signed by the student's parent/guardian, that states:
  - The name of the student;
  - Emergency contact information for the student's parent/guardian;
  - Contact information for the student's licensed health practitioner;
  - The name, purpose, and prescribed dosage of the medication;
  - The frequency that the medication is to be administered;
  - The possible side effects of the medication as listed on the label;
  - Special instructions or emergency procedures;
  - In the case of self-administered medication, confirmation that the student has been instructed in the proper technique for self-administration of the medication and has demonstrated the ability to self-administer the medication effectively.
  - That an employee or agent of the school may administer medication to the student in accordance with all applicable Wisconsin laws and regulations; or
  - in the case of self-administration, the student may possess and self-administer the medication at Rocketship, at Rocketship-sponsored activities, and while on Rocketship-sponsored transportation; and
  - that the name of the student may be distributed to appropriate school staff, as determined by the Principal.
- Written acknowledgment that Rocketship Public Schools, or an employee or agent of Rocketship Public Schools shall be immune from civil liability for the good-faith performance of responsibilities in accordance with this policy.

Immediately following any changes regarding the health or treatment of the student, the parent/guardian must submit an amended Medication Information Form to Rocketship. All Medication Information Forms must be updated at least annually.

## II. Administration of Medication

In accordance with Wis. Stat. 118.29(2), a Rocketship employee may administer or assist in the self-administration of the following:

- Prescription drug products, in compliance with the written instructions of a practitioner, with parent/guardian consent. The prescription drug must be supplied in the original package, and the package must specify the name of the pupil, the name of the prescriber, the name of the prescription drug, the dose, the effective date, and the directions in legible format.
- Nonprescription drug products which may lawfully be sold over the counter without a prescription to a pupil, in compliance with the written instructions and consent of the pupil's parent or guardian and the written approval of the pupil's licensed health care practitioner. The nonprescription drug product must be supplied in the original manufacturer's packaging, and the package must list the ingredients and recommended therapeutic dose in a legible format.
- Epinephrine and glucagon, as described in this policy.
- First aid emergency care, in accordance with Wis. Stat. § 118.29(3)

School staff should NOT provide any over-the-counter medications or therapeutic/homeopathic remedies (i.e. cough drops, herbal teas) to students unless the student has:

- a note from an authorized health care provider that prescribes the use of the remedy, including the amount or dose to be given, and the method and timing of the administration; AND
- a written statement from a parent/guardian permitting the use of the remedy at the school.

### **III. Epinephrine**

#### **Student Possession and Self-Administration**

Pursuant to Wis. Stat. 118.292, a student may possess and use an epinephrine auto-injector if the following conditions are met:

- The student uses the epinephrine auto-injector to prevent the onset or alleviate the symptoms of an emergency situation.
- Rocketship obtains the written approval of the student's physician and the written approval of the student's parent or guardian, in accordance with the requirements in Section I above.

In accordance with Wis. Stat. 118.292(2), Rocketship Public Schools and its personnel shall not be civilly liable for any injury incurred by a student or any other individual as a result of a student using an epinephrine auto-injector under this policy.

#### **School Administration in Emergency Situations**

Pursuant to Wis. Stat. § 118.2925(1), Rocketship schools in Wisconsin may adopt a plan for the management of pupils attending the school who have life-threatening allergies. This plan shall

specify the training necessary for use of epinephrine auto-injectors and must be approved by a physician. Any school that adopts this plan must make the plan available on its website.

Once a school has adopted a plan, the school may obtain a prescription for epinephrine autoinjectors in the name of the school prescribed by a physician, advanced nurse practitioner, or physician assistant.

The school may authorize the school nurse or designated school personnel to do any of the following on school premises or at a Rocketship-sponsored activity:

- Provide an epinephrine auto-injector to a student to self-administer the epinephrine auto-injector in accordance with a prescription specific to the student that is on file with the school.
- Administer an epinephrine auto-injector to a student in accordance with a prescription specific to the student that is on file with the school.
- Administer an epinephrine auto-injector to a student or other person who the school nurse or designated school personnel in good faith believes is experiencing anaphylaxis in accordance with a standing protocol from a physician, an advanced practice nurse prescriber, or a physician assistant, regardless of whether the student or other person has a prescription for an epinephrine auto-injector. If the student or other person does not have a prescription for an epinephrine auto-injector, or the person who administers the epinephrine auto-injector does not know whether the student or other person has a prescription for an epinephrine auto-injector, the person who administers the epinephrine auto-injector shall, as soon as practicable, report the administration by dialing 911.

In accordance with Wis. Stat. 118.2925(5), Rocketship Public Schools and its designated school personnel, and a physician, advanced practice nurse prescriber, or physician assistant who provides a prescription or standing protocol for school epinephrine auto-injectors, are not liable for any injury that results from the administration or self-administration of an epinephrine auto-injector under this policy, regardless of whether authorization was given by the student's parent or guardian or by the student's physician, physician assistant, or advanced practice nurse prescriber, unless the injury is the result of an act or omission that constitutes gross negligence or willful or wanton misconduct. The immunity from liability provided under this subsection is in addition to and not in lieu of that provided under Wis. Stat. 895.48.

Pursuant to Wis. Stat 218, this section also applies to epinephrine pre-filled syringes.

#### **IV. Asthmatic Pupils**

Pursuant to Wis. Stat. § 118.291(1r), a student with asthma may possess and use a metered dose inhaler or dry powder inhaler while at school, at a Rocketship-sponsored activity, or under the supervision of a Rocketship authority, if all of the following conditions are met:

- The student uses the inhaler before exercise to prevent the onset of asthmatic symptoms or uses the inhaler to alleviate asthmatic symptoms;
- Rocketship obtains the written approval of the student's physician and the written approval of the student's parent or guardian, in accordance with the requirements in Section I above.

In accordance with Wis. Stat. § 118.291(2), Rocketship and its personnel shall not be civilly liable for injury to a student caused by a Rocketship employee who prohibits a student from using an inhaler because of the employee's good faith belief that the requirements of Wis. Stat. 11.291(1r) had not been satisfied or who allows a student to use an inhaler because of the employee's good faith belief that the requirements of sub. (1r) had been satisfied.

#### **V. Glucagon**

In accordance with Wis. Stat. § 118.2925(2), a Rocketship employee, agent, or volunteer may administer glucagon to any student who Rocketship knows is diabetic and who appears to be experiencing a severe low blood sugar event with altered consciousness. As soon as practicable, Rocketship must report this administration to an emergency medical service provider.

#### **VI. Resuscitation**

Rocketship school employees are trained and expected to respond to emergency situations without discrimination. If any student or staff member needs resuscitation, staff shall make every effort to resuscitate him/her. Staff members are prohibited from accepting or following any parental or medical "do not resuscitate" orders. School staff should not be placed in the position of determining whether such orders should be followed, and such advance directives shall not be communicated to staff.

#### **VII. Storage of Medication**

In accordance with Wis. Stat. § 118.29, any prescription or nonprescription drug supplied by a student's parent/guardian must be in the original manufacturer's package.

Nonprescription drugs must list the ingredients and recommended therapeutic dose. Prescription drugs must specify the name of the student, the name of the prescriber, the name of the prescription drug, the dose, the effective date, and the directions in a legible format.

#### **VIII. Training**

Training is required for any Rocketship employee or volunteer before he/she administers any non-prescription or prescription drug product in the following manners: injected into a student; inhaled by a student; rectally administered to a student; or administered into a nasogastric, gastrostomy, or jejunostomy tube. Any such training must be approved by the Wisconsin Department of Education.

This training requirement does not apply to health care professionals or for cases in which medication is administered orally.

#### **IX. Maintenance of Records**

Rocketship will create and maintain a list of students with valid Medication Information Forms, including the emergency contact information for each student. The Principal may distribute the list among appropriate employees or agents.

#### **X. Misuse**

A student who self-administers medication while at school, at a school-sponsored activity, or while on school-sponsored transportation for a purpose other than his or her own treatment will be subject to disciplinary action in accordance with Rocketship's Student Discipline Policy. Such disciplinary action shall not limit or restrict the access of a student to his or her prescribed medication. Rocketship will promptly notify the student's parent/guardian of any disciplinary action imposed.

#### **XI. Limitation of Liability**

Pursuant to Wis. Stat. 118.29(2)(a)(3), Rocketship Public Schools and its employees and volunteers who administer non-prescription or prescription drug products to students under this policy are immune from civil liability for their acts or omissions unless (1) the act is in violation of the training requirements in this policy or (2) the act or omission constituted a high degree of negligence. This does not apply to health care professionals.

Additionally, Rocketship principal who authorize an employee or volunteer to administer a non-prescription or prescription drug product to a student under this policy is immune from civil liability for the act of authorization unless it constitutes a high degree of negligence or the principal authorizes a person who has not completed the required training under this policy.

# Policy Appendix - Tennessee

## Mandated Reporter Policy

In Tennessee, certain professionals are required to report known or suspected child abuse and neglect. School teachers, administrators, counselors and staff are legally mandated reporters. As an employee of a Rocketship Education school, or an employee of the Rocketship Network Support office who has regular contact with children, you are a Mandated Reporter.

This “Mandated Reporter Policy” is intended to inform Rocketship Education employees of their responsibilities and rights under Tennessee Code Annotated, Title 37, Chapter 1, Part 4, as well as the procedures for complying with the statute.

### ***What Types of Abuse Must Be Reported?***

Under state law, child abuse is defined as any wound, injury, disability, or physical or mental condition that is of such nature as to reasonably indicate that it has been caused by brutality, abuse, or neglect or that, on the basis of available information, reasonable appears to have been caused by such. For practical purposes, the descriptions of abuse under the California section of this handbook also apply in Tennessee.

### ***Possible indicators of abuse or neglect may include:***

- The child has repeated injuries that are not properly treated or adequately explained.
- The child begins acting in unusual ways ranging from disruptive and aggressive behaviors to passive and withdrawn behaviors.
- The child acts in the role of parent toward their brothers and sisters or even toward their own parents.
- The child may have disturbed sleep (nightmares, bed wetting, fear of sleeping alone, needing a nightlight, etc.).
- The child loses his/her appetite, overeats, or may report being hungry.
- There is a sudden drop in school grades or participation in activities.

- The child may act in stylized ways, such as sexual behavior that is not normal for his/her age group.

***Procedures for Reporting:***

1. The moment you have a reasonable cause to suspect abuse or neglect or the threat of abuse or neglect, you must immediately inform, by telephone or personally, the county department, a licensed child welfare agency or the police department of the facts and circumstances contributing to a suspicion of abuse.
2. In the Nashville Area, you can contact the: Department of Children’s Services, Central Intake (877) 237-0004 or (877) 54ABUSE [(877) 542-2873] or Metro Nashville Police Department (615) 862-8600. If you feel that the child is in immediate danger, please dial 911.
3. Joint Knowledge
  1. It is the policy of Rocketship Education to report suspicion of abuse to the Principal of the school, unless the Principal is the subject of the suspicion. REMEMBER, reporting the information to a supervisor, principal, coworker or any other person shall not be a substitute for making a mandated report to one of the agencies specified above.
  2. All mandated reporters with knowledge should make a report.
  3. Knowledge that a report has already been made by an outside party is not a substitute for making a mandated report.
4. Reporting Abuse to Parents or Legal Guardians
  1. If a teacher, school official or other school personnel makes a report as required by this policy and has reasonable cause to assume that the abuse occurred on school grounds or while the child was under supervision or care of the school (including transportation to and from school), the Principal or Assistant Principal shall verbally notify the parent or legal guardian of the student that a report has been made. The Principal shall also provide other information relevant to the future well-being of the child while under the supervision or care of the school to the parent or legal guardian within twenty-four (24) hours. Such notice shall not be sent to any parent or legal guardian if there is reasonable cause to believe that such parent or legal guardian may be the perpetrator or in any way responsible for the child abuse or child sexual abuse. If the Principal is the suspected abuser, the reporting person shall make efforts not to involve the suspect in the conversation with the parent or guardian.
  2. Once notice is sent, the Principal shall provide to the parent or legal guardian all school information and records relevant to the alleged abuse or sexual abuse, if

requested by the parent or legal guardian, provided such information is edited to protect the confidentiality and identity of the person who made the report, or other person whose life or safety may be endangered by the disclosure, and any information made confidential by federal law.

5. Within a six (6) hour period of reporting the neglect and/or abuse to the authorities, the reporting person(s) shall make a written summary of his/her report. One copy shall be retained in the Principal's office, unless the Principal is the suspected abuser, and the person making the report shall keep one copy. Nothing in the reporting procedures shall eliminate the staff member's legal responsibility to directly make a report to the authorities stated above.

### ***What Should the Report Include?***

A report of child abuse shall include, to the extent known, the following:

- The name, address and age of the child
- The name and address of the person(s) responsible for the care of the child
- The nature and extent of the abuse or neglect
- Any other pertinent information that may relate to the cause or extent of the abuse or Neglect.

### ***Immunity and Confidentiality***

By law, the person reporting in good faith shall be immune from any civil or criminal action and his/her identity shall remain confidential except when the juvenile court determines otherwise.

Abuse and neglect reports are not part of the educational record and shall be maintained separately from the educational record in a secured location. They are not subject to the disclosure and other requirements of the Federal Education Rights and Privacy Act (FERPA).

### ***Failure to Report***

Any person who knowingly fails to make a report required by § 37-1-403 commits a Class A misdemeanor.

### ***Making False Reports***

Any person who either verbally or by written or printed communication knowingly and maliciously reports, or causes, encourages, aids, counsels or procures another to report a false accusation of child sexual abuse or false accusation that a child has sustained any wound, injury, disability or physical or mental condition caused by brutality, abuse or neglect commits a Class E felony.



## Student Dress Code

Student uniforms help minimize disruption during the school day, promote respect for oneself and others, and foster school/community spirit. Students are expected to wear the Rocketship uniform to school every day.

The Rocketship uniform consists of a khaki bottom (pants, shorts, dress, skirt, or skorts) and a dark purple collared shirt. Students may also wear a Rocketship polo shirt or t-shirt, which can be purchased from the school Office Manager. Shirts must be tucked in at all times, which Rocketship considers being “dressed for success.”

Students should also wear closed toe shoes. Sandals are not considered to be safe or appropriate for school.

The following are considered to be dress code violations and are NOT permitted on any Rocketship campus:

- Dresses and shorts which are shorter than mid-thigh
- Thin strap shirts/blouses (thinner than two inches)
- Tank tops (including white, ribbed undershirts)
- Clothing or accessories that are sexually provocative
- Clothing or accessories that identify a student with non-school clubs, profanity, obscenity, references to drugs, alcohol, tobacco, gangs (e.g., red, blue, yellow, color) or prison culture, name insignia
- Attire with writing that degrades individuals or groups
- Body piercings that create a safety hazard are not acceptable; moderate sized earrings are acceptable
- Platform shoes or high heels over 2.5 inches high
- Underwear or undergarments that are visible
- Exposed midriff areas
- Pants that sag around the waist
- Intentionally torn pants or jeans
- Untied shoelaces
- Hats, bandanas, non-religious head coverings
- Sunglasses may not be worn in the building, but may be worn outside to protect from the sun

Students who repeatedly do not come to school in uniform may lose privileges. In addition, Rocketship may contact the student’s parent/guardian to discuss the dress code violation.

# Discrimination, Harassment, Intimidation, and Bullying Policy

## **Statement of Non-Discrimination**

Rocketship is committed to equal opportunity for all individuals in education. Harassment, intimidation, bullying, and sexual harassment are all forms of discrimination and are disruptive behaviors that interfere with students' ability to learn, negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. Rocketship prohibits discrimination in all forms, inclusive of instances that occur on any area of the school campus, at school-sponsored events and activities, regardless of location, through school-owned technology, and through other electronic means. It does not discriminate against any student or employee on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic.

Rocketship adheres to all provisions of federal law related to students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 ("ADA"), and the Individuals with Disabilities Education Improvement Act of 2004. Rocketship is committed to providing a work and educational atmosphere that is free of unlawful harassment under Title IX (sex), Title VI (race, color, or national origin), and Section 504 and Title II of the ADA. Rocketship prohibits sexual harassment and harassment based upon pregnancy, childbirth or related medical conditions, race, religion, creed, color, gender, gender identity, gender expression, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, local law, ordinance or regulation.

Rocketship does not condone or tolerate harassment of any type, including bullying, discrimination, or intimidation, by any employee, independent contractor or other person with which the Rocketship does business, or any other individual, student, or volunteer. This applies to all employees, students, or volunteers and relationships, regardless of position or gender. To the extent possible, Rocketship will make reasonable efforts to prevent students from being discriminated against, harassed, intimidated, and/or bullied, and will take action to respond to such behaviors in a timely manner. Rocketship school staff that witness acts of misconduct prohibited by this Policy will take immediate steps to intervene when safe to do so. Rocketship will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted.

## **Harassment and Retaliation Prohibited**

Harassment is a form of discrimination and Rocketship is committed to maintain a learning environment that is free from harassment. Rocketship prohibits harassment based on an individual's membership in a protected class by a student, teacher, administrator or other school

personnel, by any other person who is participating in, observing, or otherwise engaged in school activities, including sexual harassment and harassment consistent with Title IX, 20 U.S.C. § 1681 et seq. and State law. It prohibits harassment based upon race, color, religion, national origin, sex, age, personal appearance, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a complainant of an intrafamily offense, place of business or residence, credit information, gender, gender identity, gender expression, marital status, sexual orientation, pregnancy, childbirth, reproductive health decisions, or related medical conditions, or any other basis protected by applicable law.

Prohibited Harassment includes, but is not limited to the following:

- Any unwelcome physical, verbal, nonverbal, or electronic conduct based on the aforementioned protected traits.
- Prohibited stalking involves a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others or suffer substantial emotional distress.

Prohibited Sexual Harassment includes, but is not limited to the following:

- Unwelcome sexual advances of a student by another student; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication (including electronic communication) of a sexual nature (including sexual assault) that adversely affects the student in the ways set forth above.
- Abusive or coercive behavior or dating violence against one student by another student where a dating partner uses threats of, or actually uses physical, emotional, economic, technological, or sexual abuse to exert power or control over a current or former dating partner.
- Welcome AND unwelcome sexual advances of a student by a school employee; requests for sexual favors of a student by a school employee; sexually motivated physical, verbal, or nonverbal conduct by a school employee directed at a student; or other conduct or communication (including electronic communication) of a sexual nature directed to a student by a school employee.

A hostile environment exists if the harassment is sufficiently serious that it denies or limits the complainant's ability to participate in or benefit from the school's program (e.g., skipping class, dropping out of an activity, having trouble concentrating in class).

Retaliation includes any adverse action taken against an individual because they reported sexual harassment, dating violence, or discrimination, provided information, witnesses, assisted, participated, or refused to participate in an investigation or proceedings in relation to any of those acts. Rocketship prohibits retaliation against any individual who has made a complaint pursuant to this policy in good faith, assisted in an investigation, or otherwise exercised rights

protected by law. Rocketship also prohibits taking any adverse action against an individual based on an unsubstantiated allegation or rumor of harassment. Any student who is subject to retaliation in violation of this policy or who knows of another student who has been subject to retaliation is urged to report it as soon as possible to school staff or the Title IX Compliance and Civil Rights Officer.

## **Reporting Process**

**Reports of Discrimination or Harassment - General.** Students, parents or staff should report a claim of discrimination or harassment and the alleged acts promptly to a teacher, counselor, or school administrator. Reports do not have to be made by the complainant. Reports can be made in person, by mail, by telephone, or by email, using the complaint form attached below. A school employee who receives a report of discrimination that may be considered harassment, sexual harassment, dating violence, stalking, or retaliation under Title IX, has knowledge or should reasonably know about the aforementioned violations should promptly notify Rocketship's Title IX Compliance and Civil Rights Officer for next steps.

**Reports of a Title IX Violation.** Reports of alleged acts that may be considered harassment, sexual harassment, dating violence, stalking, or retaliation subject to review under Title IX should be made to the Title IX Compliance and Civil Rights Officer:

Renita Thukral  
Title IX Compliance and Civil Rights Officer  
350 Twin Dolphin Drive, Suite 109 Redwood City, CA 94056 [rthukral@rsed.org](mailto:rthukral@rsed.org)

The Title IX Compliance and Civil Rights Officer is the Rocketship staff member designated by Rocketship to coordinate its responsibilities under Title IX. Upon receipt of a complaint, Rocketship will provide information to the complainants about the investigation process, about their rights under Title IX and other relevant laws.

## **Confidentiality**

To the greatest extent possible, Rocketship shall respect the privacy of individuals who report potential violations of this policy, individual(s) against whom a report is filed, and witnesses. Rocketship will notify individuals/agencies of incidents of discrimination only to the extent allowed by law. Any notifications to other parties will be made only to ensure that services are provided to the complainant(s) and respondent and to protect the complainant(s) from further or sustained victimization. The Title IX Compliance and Civil Rights Officer/designee conducting the investigation will be responsible for making determinations about confidentiality. Rocketship will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of Rocketship to provide the supportive measures.

## **Process for Investigating Complaints of Discrimination and Harassment**

General Complaints of Discrimination and Harassment. Complaints of discrimination or harassment that do not involve allegations of Title IX violation or allegations of sexual harassment should be made under the General Complaint Procedures described under the Notification of Rights and Assurances section of this Handbook..

Complaints under Title IX. Complaints governed by Title IX of the Education Amendments of 1972 are reported to the Title IX Compliance and Civil Rights Officer and an investigation of those complaints are conducted promptly and impartially pursuant to related Title IX Complaint Procedures outlined under the Notification of Rights and Assurances section of the Student/Parent Handbook.

## **Bullying Prevention**

“Bullying” is deliberate or intentional behavior using words or actions, intended to cause fear, intimidation, or harm. Bullying may be repeated behavior and involves an imbalance of power. The behavior may be motivated by an actual or perceived distinguishing characteristic, such as, but not limited to: age; national origin; race; ethnicity; religion; gender; gender identity; sexual orientation; physical attributes; physical or mental ability or disability; and social, economic, or family status.

Bullying behavior can be:

- Physical (e.g. assault, hitting or punching, kicking, theft, threatening behavior)
- Verbal (e.g. threatening or intimidating language, teasing or name-calling, racist remarks)
- Indirect (e.g. spreading cruel rumors, intimidation through gestures, social exclusion, and sending insulting messages or pictures by mobile phone or using the internet – also known as cyber bullying)

Alleged incidents of bullying will be promptly investigated by designated Rocketship staff members. Rocketship Public School’s policy and procedures for addressing bullying complaints through either the general complaint procedures or the Title IX procedures (as appropriate) are described under the Notification of Rights and Assurances section of the Student/Parent Handbook.

## Suspension and Expulsion

We believe that our students are best served when they are present at school every day. However, we recognize that situations may occur when a student commits a behavioral offense that is so severe that the student may become subject to suspension or expulsion.

A student may be disciplined, suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at a Rocketship school or at any other school or a school-sponsored event at any time including but not limited to: while on school grounds; while going to or coming from school; during the lunch period, whether on or off the school campus; and during, going to, or coming from a school-sponsored activity. Students may also be subject to disciplinary action for off-campus behavior if it creates a substantial disruption to the school environment or interferes with another student's ability to participate in the school program.

When disciplinary infractions occur, our Principals are expected to respond in accordance with our Student Discipline Policy, which encourages positive behavioral interventions and supports and outlines available in-school disciplinary actions. The decision to pursue a suspension is, in most circumstances, largely at the discretion of the school leadership team in accordance with state law and should only be considered in cases of egregious behavioral infractions – and, even then, should be viewed as a last resort—as we believe that our students are best served when they are present at school every day. Recommendations for expulsion should not be pursued except in the most extreme cases, as our policy is to do whatever it takes to serve every student who enrolls in a Rocketship school.

If a situation does arise where a Principal feels that the student should be suspended or recommended for expulsion, this policy was written to guide the process. The policy has been written in accordance with relevant federal and state laws and regulations. It addresses grounds for suspension and expulsion; suspension and expulsion procedures; the maintenance of disciplinary records; student appeal rights; rehabilitation and readmission; and special procedures for the consideration of suspension and expulsion of students with disabilities.

### **I. Grounds for Suspension and Expulsion**

In Tennessee, students may, at the discretion of the Principal in consultation with his/her manager, be suspended for any of the following offenses. Please note that if it is determined that a student has engaged in any of the following behaviors, the decision to suspend and/or recommend for expulsion is discretionary and in the judgment of the school Principal after considering all surrounding circumstances.

- Willful and persistent violation of the rules of the school;
- Immoral or disreputable conduct or vulgar or profane language;
- Violence or threatened violence against the person of any personnel attending or assigned to any public school;
- Willful or malicious damage to real or personal property of the school, or the property of any person attending or assigned to the school;
- Inciting, advising or counseling of others to engage in any of the acts enumerated above;
- Marking, defacing or destroying school property;
- Possession of a pistol, gun or firearm on school property;
- Possession of a knife and other weapons, as defined in T.C.A. § 39-17-1301 on school property;
- Assaulting a principal, teacher, school bus driver or other school personnel with vulgar, obscene or threatening language;
- Unlawful use or possession of barbitol or legend drugs, as defined in T.C.A. § 53-10-101;
- One or more students initiating a physical attack on an individual student on school property or at a school activity, including travel to and from school or a school activity;
- Making a threat, including a false report, to use a bomb, dynamite, any other deadly explosive or destructive device, including chemical weapons, on school property or at a school sponsored event;
- Any other conduct prejudicial to good order or discipline in any public school; and
- Off-campus criminal behavior that results in the student being legally charged with a felony and the student's continued presence in school poses a danger to persons or property or disrupts the educational process.

Under Tennessee law, certain offenses are considered “zero tolerance” and will result in **mandatory expulsion**:

- A student determined to have brought to school or to be in unauthorized possession on school property of a firearm, as defined in 18 U.S.C. § 921, shall be expelled for a period of not less than one calendar year, except that the Board of Directors may modify this expulsion on a case-by- case basis.
- A student committing aggravated assault as defined in T.C.A. § 39-13-102 upon any teacher, principal, administrator, any other Rocketship employee.
- A student is unlawfully possessing any drug including any controlled substance, as defined in T.C.A. § 39-17-403 through § 39-17-415, controlled substance analogue, as defined by T.C.A. § 39-17-454, or legend drug, as defined by T.C.A. § 53-10-101, shall be expelled for a period of not less than one calendar year, except that the Board of Directors may modify this expulsion on a case-by- case basis.

## **II. Suspension Procedures**

Suspensions shall be initiated according to the following procedures:

### **Conference**

Except in an emergency, a student shall not be suspended until that student has been advised of the nature of the student's misconduct, questioned about it, and allowed to give an explanation.

### **Notice to Parents/Guardians**

Upon suspension of any student, other than for in-school suspension of one day or less, the principal shall, within twenty-four (24) hours, notify the parent or guardian and the director of schools or the director of schools' designee of:

- The suspension, which shall be for a period of no more than 10 days;
- The cause for the suspension; and
- The conditions for readmission, which may include, at the request of either party, a meeting of the parent or guardian, student and principal.

### **Suspension Time Limits**

Suspension of a student should not be for more than 10 days. If the suspension is for more than five days, the principal shall develop and implement an intervention plan for improving the behavior.

### **Rights During Suspension**

The suspended student shall not be denied the opportunity to take any quarterly, semester or grading period examinations or to complete coursework missed during the suspension period.

## **III. Suspension in Excess of 10 School Days and Expulsion**

### **10+ Day Suspension or Expulsion**

If, at the time of the suspension, the Principal determines that an offense has been committed that would justify a suspension for more than 10 days or an expulsion, the person may suspend a student unconditionally for a specified period of time or upon such terms and conditions as are deemed reasonable, or recommend expulsion of the student.

### **Delegation of Authority**

The full authority of the Rocketship Public Schools Board of Directors ("Board") to hear and



conduct appeals shall be granted to the Academic Affairs Committee, a committee of the Board (the "Committee"). The Committee shall consist of three directors of the Board.

### **Appeal**

If the principal or assistant principal determines that a student has committed an offense that requires a suspension in excess of 10 school days or an expulsion, the principal shall immediately give written or actual notice to the parent or guardian and the student of the right to appeal the decision.

All appeals must be filed, orally or in writing, within five days after receipt of the notice and may be filed by the parent or guardian, the student or any person holding a teaching license who is employed by the school system if requested by the student.

The appeal of the decision of the principal or assistant principal shall be to a disciplinary hearing panel appointed by the Academic Affairs Committee. The disciplinary hearing panel shall consist of at least one licensed employee of the charter school.

The hearing shall be held no later than 10 days after the beginning of the suspension or recommendation for expulsion. The disciplinary hearing panel shall give written notice of the time and place of the hearing to the parent or guardian, the student and the school official who ordered the suspension. If an employee requests a hearing on behalf of the student, notice shall be sent to the employee as well.

After the hearing, the disciplinary hearing panel may affirm the decision of the principal, order removal of the suspension unconditionally or upon such terms and conditions as it deems reasonable, expel the student, or suspend the student for a specified period of time.

### **Record of Hearing**

The hearing officer or panel shall keep a written record of the proceedings, including a summary of the facts and the reasons supporting the decision. Each party shall be informed of the right to a complete record of the proceeding.

### **Appeal of Decision by Disciplinary Hearing Panel**

The student or Principal, within five days of the decision, requests review by the Vice President of Schools. Absent a timely appeal, the decision shall be final.

The Vice President of Schools shall review the file and, within five days of receipt of the request to review, affirm the decision of the principal or order remove of the suspension or expulsion

unconditionally or upon such terms and conditions as it deems reasonable. If the Vice President of Schools chooses to affirm the decision of the Principal, the student may, within five days of the decision, request review by the Academic Affairs Committee. Absent a timely appeal, the decision shall be final.

The Academic Affairs Committee, based upon a review of the record, may grant or deny a request for a hearing and may affirm or overturn the decision of the disciplinary hearing panel with or without a hearing before the Committee; provided, that the board may not impose a more severe penalty than that imposed by the disciplinary hearing panel without first providing an opportunity for a hearing before the Committee.

If the Committee conducts a hearing as a result of a request for review by a student, then, notwithstanding any provision of the open meetings laws compiled in title 8, chapter 44, or other law to the contrary, the hearing shall be closed to the public, unless the student or student's parent or guardian requests in writing within five days after receipt of written notice of the hearing that the hearing be conducted as an open meeting. The hearing shall take place no more than 21 days after receipt of the request for review.

If the Committee conducts a hearing as a result of a request for review by a student that is closed to the public, then the Committee shall not conduct any business, discuss any subject or take a vote on any matter other than the appeal to be heard.

The action of the Academic Affairs Committee shall be final.

### **Disciplinary Records**

Rocketship Public Schools shall maintain records of all student suspensions and expulsions at Rocketship Schools.

### **Rehabilitation and Readmission**

At the time of the expulsion order, students who are expelled shall be given a rehabilitation plan, to be developed by the Academic Affairs Committee in conjunction with Rocketship staff, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the student may be reviewed for readmission to a Rocketship school.

The decision to readmit a pupil who has been expelled from a Rocketship school shall be in the sole discretion of the Board following a meeting with the Principal and the pupil and guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment.

The Principal shall make a recommendation to the Board following the meeting regarding his or her determination. The pupil's readmission is also contingent upon RSPS's capacity at the time the student seeks readmission.

The decision to admit a pupil who has previously been expelled from another school, school district or charter school shall be in the discretion of the Principal following a meeting with the pupil and guardian or representative to determine whether the pupil poses a threat to others or will be disruptive to the school environment. Where applicable, the Principal may also consider whether the pupil has completed any rehabilitation plan or other improvement measures prescribed by the pupil's previous school. The Principal shall make a recommendation following the meeting regarding his or her determination. The pupil's admission is also contingent upon RSPS's capacity at the time the student seeks admission.

#### **IV.Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities**

##### **Services During Suspension**

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP; and receive, as appropriate, a functional behavioral assessment or functional analysis, and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

##### **Procedural Safeguards/Manifestation Determination**

Within 10 school days of any decision to change the placement of a child with a disability because of a violation of a code of student conduct a manifestation determination shall take place. "Change of Placement" includes a recommendation for expulsion or a cumulative removal of more than 10 school days in a school year. Rocketship, the parent, and relevant members of the IEP Team shall review all relevant information in the student's file, including the child's IEP, any teacher observations, and any relevant information provided by the parents to determine:

- If the conduct in question was caused by ,or had a direct and substantial relationship to, the child's disability; or

- If the conduct in question was the direct result of the local educational agency's failure to implement the IEP.

If Rocketship, the parent, and relevant members of the IEP Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If Rocketship, the parent, and relevant members of the IEP Team make the determination that the conduct was a manifestation of the child's disability, the IEP Team shall:

1. Conduct a functional behavioral assessment or a functional analysis assessment, and implement a behavioral intervention plan for such child, provided that the school had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
2. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
3. Return the child to the placement from which the child was removed, unless the parent and the school agree to a change of placement as part of the modification of the behavioral intervention plan.

If the school, the parent, and relevant members of the IEP team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a result of the failure to implement the IEP, then the school may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

### **Due Process Appeals**

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the school believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or the school, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, whichever occurs first, unless the parent and the school agree otherwise.

## **Special Circumstances**

Rocketship personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Principal or designee may remove a student to an interim alternative educational setting for not more than 45 days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- Carries or possesses a weapon, as defined in 18 USC 930, to or at school, on school premises, or to or at a school function;
- Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- Has inflicted serious bodily injury, as defined by 20 USC 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

## **Interim Alternative Educational Setting**

The student's interim alternative educational setting shall be determined by the student's IEP team.

## **Procedures for Students Not Yet Eligible for Special Education Services**

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if Rocketship had knowledge that the student was disabled before the behavior occurred.

Rocketship shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Rocketship supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- The parent has requested an evaluation of the child.
- The child's teacher, or other Rocketship personnel, has expressed specific concerns about a

pattern of behavior demonstrated by the child, directly to the director of special education or to other Rocketship supervisory personnel.

If the school knew or should have known the student had a disability under any of the three circumstances described above, the student may assert any of the protections available to IDEIA-eligible children with disabilities, including the right to stay-put.

If the school had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The school shall conduct an expedited evaluation if requested by the parents, however the student shall remain in the education placement determined by Rocketship pending the results of the evaluation.

Rocketship shall not be deemed to have knowledge that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

## Campus Access and Visitors

Rocketship strives to create campuses that are welcoming to families, volunteers, and community members while maintaining a safe and secure environment for students and staff. This policy addresses management of the campus access points; prohibitions against loitering; procedures for visitor registration; procedures to follow when arranging for a campus visit; and barring an individual from campus. "Campus" in this policy is defined as the entire indoor and outdoor premises, including the school building(s), sidewalks, parking lots, driveways, playgrounds, and courtyards.

### **Campus Access Points**

Whenever students are in the building, the front office, and controlled access points to each Rocketship campus will be supervised by a Rocketship staff member. Visitors will also be required to undergo an ID check, a registered sex offender check, and adhere to any other security measures (i.e., sign-in/sign-out sheets) that the school has implemented. The school will inform visitors of any specific follow-up that may be required for visitors who are not able to provide proper identification or who are flagged with a sex offender offense.

All doors leading into school buildings should remain closed and locked at all times and only opened by authorized staff members.

### **Loitering**

Parents/guardians and other visitors, including children who are not students at the school, shall not loiter on the school premises, including in the parking lot and outside school buildings. This includes children of staff members who are students at another school. The parking lot shall be used for picking up and dropping off students, and while conducting business.

Parents/guardians and other visitors are expected to leave the campus premises upon the conclusion of any business matters or after dropping their student off at school. If a parent or guardian wishes to visit the school to view the educational program, the visitor must adhere to the following procedures, which have been developed to ensure the safety of students and staff as well as to minimize interruption of the instructional program.

### **Visitor Registration and Passes/Badges**

- All visitors (including Rocketship Public Schools regional and national staff members) must be registered and checked in via VisitU with their current government issued ID with the security guard immediately upon entering any school building or grounds at any time that students are in the building. Schools will be required to provide a sign-in sheet for any event held on campus.
- If visitors are flagged with a sex offender offense, security will deny entry and connect them with school administrators. ***This will not prohibit families from picking up their student for dismissal if they are listed as an allowed pick-up person on the Powerschool pick up list.***
- The Principal, or designee, may refuse to register an outsider if he or she has a reasonable basis for concluding that the visitor is in possession of a firearm; or the visitor's presence or acts would disrupt the school, its students, its teachers, or its other employees; would result in damage to property; or would result in the distribution or use of unlawful or controlled substance.
- Visitors in disguise or costume will not be allowed entrance onto campus without prior agreement with the school administration.
- After registering with the security guard, visitors who are not Rocketship employees will be issued a VisitU badge that they must display at all times while on campus. Rocketship regional/national staff ("Network Support") will receive a badge from the Regional Director of Operations. Network Support staff must display their badge on their persons at all times while at a school site. If a Network Support staff member forgets his/her badge, he/she will need to register with VisitU and obtain a Visitor's Pass from the front office or security.
- All visitors must also sign out when leaving the campus.
- The Principal or designee may withdraw consent for an individual to be on campus, even if the visitor has a right to be on campus, whenever there is reasonable basis for concluding that the visitor presence on school grounds would interfere or is interfering with the

peaceful conduct of the activities of the school, or would disrupt or is disrupting the school, its students, its teachers, or its other employees.

- The Principal or designee may request that a visitor who has failed to register, or whose registration privileges have been denied or revoked, promptly leave school grounds. When a visitor is directed to leave, the Principal or designee shall inform the visitor that if he/she reenters the school without following the posted requirements, law enforcement may be notified and he/she may be guilty of a misdemeanor.

### **Arranging for a Campus Visit**

Visits during school hours should be arranged with the teacher and Principal (or designee) in advance. Teacher conferences should be arranged by appointment in advance and must be scheduled to take place during non-instructional time. Parents/guardians who want to visit a classroom during school hours should first obtain approval from the classroom teacher and the Principal or designee. Classroom observations should be requested in advance and are approved at the Principal or designee's discretion.

**No electronic listening or recording device may be used by students or visitors in a classroom without the teacher's and Principal's written permission.** Failure to abide by this is a violation of this Policy and may subject a visitor to losing his/her privilege to be on campus in accordance with Section III above.

### **Visitor Conduct**

All visitors, regardless of their reason for being on campus, are expected to act in accordance with all Rocketship rules and policies while on the school premises. Visitors are strictly prohibited from having any physical contact with any student for any reason, including touching, grabbing, or holding a student. Visitors are also strictly prohibited from scolding, disciplining, or yelling at any student. If a visitor has a concern about a student's conduct, the visitor should promptly alert a Rocketship staff member.

This policy also applies to conduct during virtual programming (i.e., virtual instruction, events, etc.). Individuals who appear at a virtual event with a Rocketship student and whose conduct violates this policy will receive consequences in accordance with Rocketship policies.

### **Withdrawing Consent for Individuals to be on Campus**

Rocketship recognizes that situations could arise where it may become necessary for the Principal and/or the Principal's supervisor to prohibit an individual from entering or remaining on a Rocketship campus. Such situations may include an individual's possession or reasonable suspicion of an individual's possession of a firearm, an individual engaging in violence, threats of violence, harassment, or any other behavior that the Principal deems to be disruptive of the



learning environment or in violation of Rocketship policy. Such actions will comply with any relevant state law requirements.

Withdrawal of consent is specific to each individual Rocketship campus and its related activities. Principals generally have the authority to withdraw consent for a disruptive individual, and to do so, they must follow Rocketship's internal protocol and comply with all applicable laws. Principals may not withdraw consent for an individual beyond his/her particular campus, unless specific authorization is granted by the Director of Schools or the legal department. It is the responsibility of the Business Operations Manager, Office Manager, and school security to:

- Enforce photo identification verification 100% of the time to ensure no barred individuals enter the building.
- Document and maintain procedures for pick-up, drop-off and any documentation related to the barring notice at the front desk.
- Determine, at the time of the incident and in collaboration with the Principals, whether the local police must be contacted.
- Maintain an accurate and current list of individuals who have been issued a Withdrawal of Consent notice.
- Enforce the Withdrawal of Consent notice by escorting individuals out of the building and off school grounds in a peaceful, quiet, and orderly fashion.
- Not engage any prohibited individual off school grounds using combative language, tone, or action.
- Contact the local police department in the event that an individual becomes physically confrontational or refuses to comply with the Withdrawal of Consent notice.

### **Refusal to Leave Campus**

Anyone who refuses to leave after being asked by the Principal, or who enters the premises (including parking lots, playground, sidewalks, and school building) without proper authorization in accordance with this policy, may become subject to the local criminal laws regarding trespass and unlawful entry.

Further conduct of this nature by the visitor may lead to the School's pursuit of a restraining order against such visitor which would prohibit him/her from coming onto school grounds or attending School activities for any purpose for a statutorily prescribed period.

The Principal or designee may seek the assistance of the police in dealing with or reporting any visitor in violation of this policy.

# Medication Administration Policy

Rocketship is committed to supporting the health of its students and meeting the needs of students with medical conditions, in compliance with Tennessee laws. This policy addresses the requirements for students who need to take medication during the school day, including required documentation, storage, and training for staff members. The policy also addresses the use of medication to treat designated health conditions including asthma, life-threatening allergies, seizures, and diabetes, as well as Rocketship's response to emergency medical situations.

## I. Medication Administration Form

Before medication can be kept or administered at Rocketship, a student's parent/guardian must complete and submit a Medication Administration Form. The Medication Administration Form must include:

- Written medical authorization, signed by a licensed health practitioner, that states:
  - The name of the student;
  - Emergency contact information for the student's parent/guardian;
  - Contact information for the student's licensed health practitioner;
  - The name, purpose, and prescribed dosage of the medication;
  - The frequency that the medication is to be administered;
  - The possible side effects of the medication as listed on the label;
  - The circumstances under which the medication may or must be administered;
  - Special instructions or emergency procedures;
  - In the case of self-administered medication, confirmation that the student has been instructed in the proper technique for self-administration of the medication and has demonstrated the ability to self-administer the medication effectively.
- Written authorization, signed by the student's parent/guardian, that states:
  - That a trained employee or agent of the school may administer medication to the student in accordance with all applicable Tennessee laws and regulations; or
  - in the case of self-administration, the student may possess and self-administer the medication at Rocketship, at Rocketship-sponsored activities, and while on Rocketship-sponsored transportation; and
  - that the name of the student may be distributed to appropriate school staff, as determined by the Principal.
- Written acknowledgment that any person assisting in the self-administration of medications to students or performing health care procedures, including administration of medication, shall not be liable in any court of law for any injury resulting from the reasonable and prudent assistance in the self-administration of medication or the reasonable performance of health care procedures, including administration of medications, if performed pursuant to this Policy. (T.C.A. § 49-50-1602(a)(3))

Immediately following any changes regarding the health or treatment of the student, the parent/guardian must submit an amended Medication Administration Form to Rocketship. All Medication Administration Forms must be updated at least annually.

Any student with chronic or long-term illnesses or severe, life-threatening allergies will have an Individual Health Plan (IHP) that is reviewed at least annually. The IHP will include all relevant information about the student's condition as well as the student's knowledge about his/her condition, the student's self-care abilities, and any modifications needed to enhance the student's learning and prevent emergencies. The IHP will be approved by a registered nurse.

## **II. Assistance with Student Self-Administration of Medication**

With proper documentation as described in this policy, students may possess and self-administer medication on campus. This includes prescribed anaphylaxis medication and prescribed, metered dosage asthma-reliever inhalers for any student with asthma, as further described in Section IV (Special Health Conditions) below.

Pursuant to T.C.A. § 49-50-1602(a)(1), Rocketship employees may assist students with the self-administration of medication under the following conditions:

- The student must be competent to self-administer non-prescription or prescription medication with assistance;
- The student's condition, for which the medication is authorized or prescribed, must be stable;
- The self-administration of the medication must be properly documented;
- The student's parent/guardian must give permission in writing for school personnel to assist with self-administration of medication, as further described in Section II above; and
- Assistance with self-administration shall primarily include storage and timely distribution of medication.
- The guidelines set forth in this policy must be followed.

Medications should be limited to those required during school hours and necessary to maintain the student's enrollment and attendance in school. The student should be able to identify his/her medication and articulate the reason the medication is to be used.

The individual assisting with the medication self-administration must visually observe the student self-administer the medication OR, in the case of a cognitively competent but physically challenged student, perform that portion of self-administration for which the student is physically incapable.

The parent/guardian shall be responsible at the end of the treatment regimen for removing any unused medication from the school. When the duration of the medication is complete or out-of-date, Rocketship will notify the parent/guardian and request that the medication be picked up. After proper notification, if the medication is not picked up within 14 days, the medication shall be destroyed in accordance with local environmental protocols under the supervision of the Principal, documented and witnessed by at least one other school staff member.

### **III. Medication Administration and Health Care Procedures**

#### **Administration of Medication**

The purpose of administering medications in school is to help each child maintain an optimal state of health to enhance his or her education. Medications should be limited to those required during school hours and necessary to provide student access to the educational program.

All prescription medications given at school shall meet the following requirements:

- Be prescribed by a licensed prescriber on an individual basis as determined by the student's health status.
- Be brought to school in the original, pharmacy-labeled container displaying the child's name; prescription number; medication name and dosage; administration route or other directions; date; licensed prescriber's name; pharmacy name, address, and phone number.
- Correspond to a written Medication Administration Form (described in Section II above).
- Be renewed at least annually.
- Have written authorization from the licensed prescriber and parent when there are changes in the prescription medication (i.e. change in time, dose, addition, discontinuation).

All non-prescription medications given in school must be brought in with the original label listing the ingredients, dose schedule, and child's name. Each dosage must be documented.

School staff should NOT provide any over-the-counter medications or therapeutic/homeopathic remedies (i.e. cough drops, herbal teas) to students unless the student has

- a note from an authorized health care provider that prescribes the use of the remedy, including the amount or dose to be given, and the method and timing of the administration; AND
- a written statement from a parent/guardian permitting the use of the remedy at the school.

#### **Procedures Done By Licensed Health Care Professional**

Tennessee law requires that a licensed health care professional perform any health care procedure that a student is not capable or competent to perform. Procedures should be documented and show compliance with standard nursing guidelines. Documentation should include the name of the procedure, name of the person performing the procedure, date, time, results of the procedure or the reason the procedure was omitted. A prescriber's orders and parental authorization are required for any health care procedures performed by a licensed health care professional in the school setting.

### **Procedures Done by Unlicensed Assistive Personnel**

Activities that are commonly deemed to be "activities of daily living" do not need to be performed by a licensed health care professional. Activities that can be performed by unlicensed assistive personnel or a teaching assistant may include, but are not limited to, the following: toileting; bathing; diapering; dressing; feeding; positioning; application and removal of protective and supportive devices; recording intake and output; vital signs.

In general, physician's orders and parental authorization are not needed for activities of daily living, although some activities may require a competency evaluation by a registered nurse or therapist.

### **IV. Use of Designated Medications and Emergency Procedures**

In addition to the requirements listed above, Tennessee law contains certain requirements for the use of designated medications to treat certain health conditions at schools, including (as further described below, respectively) asthma inhalers, anti-seizure medication, epinephrine, and diabetes-related care.

#### **Asthma Inhalers**

Pursuant to T.C.A. 49-50-1602(c), Rocketship is required to permit possession and self-administration of a prescribed, metered dosage asthma-reliever inhaler by any asthmatic student if the student's parent or guardian (A) provides to the school written authorization for student possession and self-administration of the inhaler; and (B) provides a written statement from the prescribing health care practitioner that the student suffers from asthma and has been instructed in self-administration of the prescribed, metered dosage asthma-reliever inhaler. The statement must also contain the following information:

- The name and purpose of the medication;
- The prescribed dosage;

- The time or times the prescribed inhaler is to be regularly administered, as well as any additional special circumstances under which the inhaler is to be administered; and
- The length of time for which the inhaler is prescribed

These statements shall be kept on file in the office of the school nurse or school administrator.

Rocketship shall inform the student's parent or guardian that the school and its employees and agents shall incur no liability as a result of any injury sustained by the student or any other person from possession or self-administration of the inhaler. The student's parent or guardian shall sign a statement acknowledging that, except in cases of school or employee negligence, the school shall incur no liability and the parent or guardian shall indemnify and hold harmless the school and its employees against any claims relating to the possession or self-administration of the inhaler.

The permission for self-administration of the prescribed, metered dosage asthma-reliever inhaler shall be effective for the school year in which it is granted and must be renewed each following school year upon fulfilling the requirements of this section. Rocketship may suspend or revoke the student's possession and self-administration privileges if the student misuses the inhaler or makes the inhaler available for usage by any other person.

### **Anti-Seizure Medications**

In accordance with T.C.A. § 49-50-1602(g), Rocketship staff members may volunteer to administer anti-seizure medications, including diazepam gel, to a student in an emergency situation in accordance with that student's IHP. Any such volunteer must be trained by a registered nurse employed or contracted by Rocketship. Rocketship will not require or coerce any staff member to serve as a volunteer.

The decision of whether to permit Rocketship staff to serve as volunteers to administer anti-seizure medication will be made annually by Principals in consultation with their supervisors. The decision will be based on the needs of the students enrolled at the campus during a given school year. The required training conducted under this policy must be done as soon as possible should Rocketship decide to allow volunteer staff to administer anti-seizure medication, and shall be repeated at least annually if the campus continues to need designated volunteers.

Prior to the administration of any anti-seizure medication to a student by volunteer school personnel or a school nurse in an emergency situation, the student's parent/guardian shall provide the school with written authorization to administer the medication at school in accordance with Section I of this policy. As required by T.C.A. § 49-50-1602(g)(10), the school nurse or Office Manager will inform the student's parent/guardian at least one month prior to the expiration date of any medication being stored at the school.

At least one school employee must serve as a witness on any occasion that a trained volunteer administers anti-seizure medication during an emergency situation, unless a witness is not available within the time limit for administration. If a school nurse is available on site, and is able to reach the student within the time limit for administration, then the nurse must administer the medication.

Pursuant to T.C.A. § 49-50-1602(g)(11), a student's parent/guardian who has given the school written authorization to administer anti-seizure medication must notify the Principal or school nurse if anti-seizure medication, or certain prescription or over-the-counter medications as specified in the student's IHP, are administered to the students at a time when the student is not present at school. The notification should be given before or at the beginning of the next school day following the administration of medication.

### **Epinephrine**

Under T.C.A. § 49-50-1602(e)(1), a student with anaphylaxis is entitled to possess and self-administer prescription anaphylaxis medication while at school if the following conditions are met:

- The prescription anaphylaxis medication has been prescribed for the student as indicated by the prescription label on the medication;
- The self-administration is done in compliance with prescription or written instructions from the student's physician or other licensed health care provider; and
- The student's parent/guardian has provided the school with written authorization in accordance with Section I of this policy.
- The student's parent/guardian has provided the school with a written statement that releases Rocketship and its employees from liability for an injury arising from the student's self-administration while on school property or at a school-sponsored activity, except in cases of wanton or willful misconduct.
- The student's physician or other licensed health care provider provides a signed written statement that supports a diagnosis of anaphylaxis; identifies any food or other substances to which the student is allergic; describes any prior history of anaphylaxis; lists any medication prescribed to the student for the treatment of anaphylaxis details emergency treatment procedures in the event of a reaction; lists the signs and symptoms of a reaction; assesses the student's readiness for self-administration of prescription medication; and provides a list of substitute meals that may be offered by school food service personnel.

Pursuant to T.C.A. 49-50-1602(f)(2), Rocketship schools in Tennessee are authorized to maintain at the school epinephrine auto-injectors so that epinephrine may be administered to any student believed to be having a life-threatening allergic or anaphylactic reaction. A physician may prescribe epinephrine auto-injectors in the name of Rocketship Public Schools to be maintained for use in schools when necessary. In accordance with T.C.A. 49-50-1602(f)(2)(E), any physician

who prescribes epinephrine to the school shall not be held responsible if a student is harmed due to the administration of epinephrine, unless the physician has issued the prescription with intentional disregard for safety.

When a student does not have an epinephrine auto-injector or prescription for an epinephrine auto-injector on file, the school nurse or other trained personnel may utilize the school supply of epinephrine auto-injectors to respond to an anaphylactic reaction. If a student is harmed due to such administration, the school nurse or trained employee shall not be held responsible for injury unless the school nurse or employee administered the epinephrine with intentional disregard for safety.

Training shall be conducted by a licensed health care professional in accordance with guidelines set forth by the Tennessee Department of Education.

The decision of whether to maintain epinephrine auto-injectors on Rocketship school campuses in Tennessee will be made by the Vice President of Operations. The decision will be reviewed at least annually.

### **Diabetes Care**

In accordance with T.C.A. § 49-50-1602(d), Rocketship staff members may volunteer to assist with the care of students with diabetes in accordance with that student's IHP. Such assistance can only occur if a student's parent/guardian and the student's personal health care team must have developed a medical management plan that lists the health services needed by the student at school and is signed by the student's physician, nurse practitioner, or physician assistant. Parent/guardians must also complete all required documentation under Section I of this policy.

Any volunteer who assists with diabetes care must be trained by a registered nurse employed or contracted by Rocketship. Rocketship will not require or coerce any staff member to serve as a volunteer.

The decision of whether to permit Rocketship staff to serve as volunteers to assist with diabetes care will be made annually by Principals in consultation with their supervisors. The decision will be based on the needs of the students enrolled at the campus during a given school year. The required training conducted under this policy must be done as soon as possible should Rocketship decide to allow volunteer staff to administer anti-seizure medication, and shall be repeated at least annually if the campus continues to need designated volunteers.

If a school nurse is on site and available, then the nurse must provide diabetes assistance rather than trained volunteers. Additionally, the school nurse has the primary responsibility of maintaining all student health records.



Under T.C.A. § 49-50-1602(d)(7), upon written request of a parent/guardian, and if included in the student's medical management plan and IHP, a student with diabetes may be permitted to perform blood glucose checks, administer insulin, treat hypoglycemia and hyperglycemia, and otherwise attend to the care and management of the student's diabetes at school, and shall be permitted to possess all necessary diabetes monitoring and treatment supplies on the student's person.

### **First-Aid Emergencies**

Rocketship will maintain certain first-aid products on hand. Rocketship staff will receive first-aid training at least annually.

### **Resuscitation**

School employees are trained and expected to respond to emergency situations without discrimination. If any student or staff member needs resuscitation, staff shall make every effort to resuscitate him/her. Staff members are prohibited from accepting or following any parental or medical "do not resuscitate" orders. School staff should not be placed in the position of determining whether such orders should be followed, and such advance directives shall not be communicated to staff.

## **V. Staffing and Training**

All training of school personnel providing assistance with self-administration of medications shall be done by a registered nurse employed or contracted by Rocketship. Training for school personnel in the assistance with self-administration of medication shall be repeated annually.

## **VI. Storage of Medication**

All individual students' medications must be put in a leak proof container and stored in a secure or locked area. Medications must be kept no longer than the expiration date or end of the school year, whichever is sooner. Access to stored medication and medication cabinet keys must be limited to school personnel authorized to administer medications.

Emergency medications must be kept in a secure area readily available for timely, emergency use. In accordance with T.C.A. 49-50-1602(f), if the school keeps epinephrine auto-injectors, these must be secure areas that are unlocked.

## **VII. Maintenance of Records**

Each dose of medication shall be documented, including the date, frequency, time, dosage, route and the signature of the person assisting the student in self-administration. In the event that a dosage is not administered as ordered (i.e. missed dose), or any other medication error occurs, a Medication Error Form must be filled out. The school nurse and the student's parent/guardian must be notified in the event of a medication error as well.

## **VIII. Misuse**

A student who self-administers medication while at school, at a school-sponsored activity, or while on school-sponsored transportation for a purpose other than his or her own treatment will be subject to disciplinary action in accordance with Rocketship's Student Discipline Policy. Such disciplinary action shall not limit or restrict the access of a student to his or her prescribed medication. Rocketship will promptly notify the student's parent/guardian of any disciplinary action imposed.

## **IX. Limitation of Liability**

Under Tennessee law, trained volunteer school personnel administering medication under this policy, as well as any registered nurse who provides training to administer such medications and the Board authorizing such training, shall not be liable in any court of law for injury resulting from the reasonable and prudent assistance in the administration of such medications, if performed pursuant to the policies and guidelines developed by the departments of health and education and approved by the applicable regulatory or governing boards or agencies.

# Student Discipline

Rocketship promotes positive behavior at school and aims to create learning environments that are more consistent, predictable, positive, and safe. We clearly define behavioral expectations and consequences, create systems for recognizing and reinforcing positive behaviors, and provide our students with social-emotional learning.

Students will be subject to disciplinary action if they engage in prohibited conduct while on school property, when attending any school-sponsored activity or while in transit going to or coming from a Rocketship campus. Students may also be subject to disciplinary action for off-campus behavior if it creates a substantial disruption to the school environment or interferes with another student's ability to participate in the school program.

Rocketship classrooms also use a variety of management systems to address behavioral issues. These may include color-coded card chart systems and other tiered consequences.

If students do not respond to our positive behavior supports or classroom management systems, Rocketship may take alternative in-school disciplinary action.

### **In-school Disciplinary Actions**

Rocketship relies on proactive, preventive supports to promote positive behavior at school. Rocketship has implemented a *Positive Behavior Interventions and Supports (PBIS)*

framework in all schools. The fundamental purpose of PBIS is to create learning environments that are more consistent, predictable, positive, and safe. Key PBIS practices include clearly defined behavioral expectations and consequences, systems for recognizing and reinforcing positive behaviors, data-based decision making, multi-tiered systems of support, and the implementation of core social-emotional learning curricula.

Rocketship classrooms also use a variety of management systems to address behavioral issues. These may include color-coded card chart systems and other tiered consequences.

In the event that Rocketship's PBIS infrastructure and classroom management systems are insufficient to prevent disciplinary infraction, or a disciplinary infraction is serious enough to immediately warrant additional discipline, Rocketship may take alternative in-school disciplinary action. These actions depend on the circumstances of the offense and may include, but are not limited to, the following:

- Sending the student to the Principal's office.
- Excluding the student from classroom activities or privileges through a "time out" or temporary placement in another classroom.
- Calling or writing/emailing the student's parent/guardian.
- Arranging a conference with the student, parent, teacher and/or administrator.
- Implementing an individualized behavior plan for the student.
- Implementing counseling sessions with a designated staff member.
- Sending the student to a peer mediation.
- Requiring that the student complete a reflective essay or assignment.
- Requiring that the student take actions to counteract/ameliorate a problem (i.e., fixing something the student broke).
- Referring the student to a Student Support Team.
- Restricting the student's participation in after-school/extra-curricular activities or field trips.
- Holding the student for detention or additional instructional time during lunch or before/after school.
- Confiscating inappropriate items related to the disciplinary infraction.

Corporal punishment shall not be used as a disciplinary measure against any student. "Corporal punishment" includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, "corporal punishment" does not include an employee's use of force, restraint and/or seclusion that is reasonable and necessary to protect the employee, students, staff, or other persons or to prevent damage to school property.

As described above, severe infractions that threaten the safety or health of students, staff or others, may be cause for suspension or expulsion, as outlined in Rocketship's Suspension and

Expulsion Policy.

## Policy Appendix - Washington, D.C.

### Mandated Reporter

#### **Mandated Reporter Obligations**

Personnel Required to Make a Report: Pursuant to DC Code §4-1321.02(b), all school officials, teachers, nurses, coaches, social service workers, mental health professionals, and other Rocketship staff members are required to report abuse and neglect in accordance with Section II of this policy. As an employee of a Rocketship Education school, or an employee of the Rocketship Network Support office who has regular contact with children, you are a Mandated Reporter.

**When Must You Report?**

Rocketship personnel described in the Section above must make a report when they know or suspect that a child known to them in their professional or official capacity has been or is in immediate danger of being suspected of any of the following:

**Mental Injury**

Harm to a child's psychological or intellectual functioning due to another individual's acts or omissions.

**Physical Abuse**

Physical harm or threatened harm to a child, other than by accident, perpetrated by another Individual.

**Physical assault**

Any physical contact with another person without their consent.

**Neglect**

Harm or threatened harm to a child's health or welfare due to a parent or caregiver's failure to provide adequate food, shelter, clothing, medical care, or access to education.

**Sexual Abuse**

Sexual contact or sexual penetration with a child.

**Sexual Exploitation**

Allowing, permitting, or encouraging a child to engage in prostitution or to be depicted in a sexual act.

**Sexual Assault**

Illegal sexual contact that usually involves force or that is inflicted upon a person who is incapable of giving consent (because of age or physical or mental incapacity).

**Exposure to illegal drug-related activity**

Ingestion of illegal drugs due to guardian's negligence or regular exposure to illegal drug-related activity in the home.

**Exposure to domestic violence**

Witnessing physical, sexual, and/or psychological abuse to an individual perpetrated by that individual's current or former intimate partner.

Additionally, personnel must make a report when they know or suspect that a student has

been injured by a bullet, knife, or other sharp object. Personnel must also report any suspected corporal punishment committed by another staff member. Reports must be made immediately upon learning of the suspected abuse or neglect. Personnel must make a report when they suspect a student is being subjected to abuse or neglect, even if they are not conclusively sure. Personnel cannot be punished or disciplined for the good faith filing of a report required by the mandated reporter law or for cooperating with an investigation.

### **Procedures for Reporting**

Reports must be made to either the D.C. Metropolitan Police Department (MPD) or the Child and Family Services Agency (CFSA) at (202)671-SAFE (7233).

After making a report to MPD or CFSA, personnel must notify the school principal so that he/she can fulfill his/her legal obligation to also file a report (described below). Personnel must refrain from investigating the suspected abuse themselves, including any questioning of the suspected victim, abuser, or witnesses. If a staff member believes that someone else has already reported the alleged abuse or neglect, he/she must still file a report with MDP or CFSA. Notifying the Principal or other school personnel does not satisfy a staff member's legal obligation to file a report. Pursuant to DC Code § 4-1321.02(b), both the person who initially suspects the abuse or neglect and the school principal (or a designee of the principal) must report each suspected instance of abuse or neglect.

### **Consequences for Failing to File a Report**

The penalty under DC law for failing to make a report is a fine of up to \$300 or imprisonment for up to ninety (90) days, or both.

## **Student Dress Code**

Student uniforms help minimize disruption during the school day, promote respect for oneself and others, and foster school/community spirit. Students are expected to wear the Rocketship uniform to school every day.

The Rocketship uniform consists of any khaki bottom (pants, shorts, dress, skirt, or skorts) and a dark purple polo shirt. Students may wear a Rocketship polo, which can be purchased from the campus' Office Manager. Shirts must be tucked in at all times, which Rocketship considers being "dressed for success."

Students should also wear closed toe shoes. Sandals are not considered to be safe or appropriate for school.

The following are considered to be dress code violations and are NOT permitted on any Rocketship campus:

- Dresses and shorts which are shorter than mid-thigh
- Spaghetti straps (smaller than two inches, or the width of a credit card)
- Tank tops (including white, ribbed undershirts)
- Clothing or accessories that are sexually provocative
- Clothing or accessories that identify a student with non-school clubs, profanity, obscenity, references to drugs, alcohol, tobacco, gangs (red or blue color) or prison culture name insignia
- Attire with writing that degrades individuals or groups
- Body piercings that create a safety hazard are not acceptable; moderate sized earrings are acceptable
- Platform shoes or high heels over 2.5 inches high
- Underwear or undergarments that are visible
- Tops that show the midriff area
- Pants that sag around the waist
- Intentionally torn pants or jeans
- Untied shoelaces
- Bandanas, hairnets, headbands, doo rags, and non-Marshall hats (also includes beanies, baseball caps, etc.)
- Sunglasses or Marshall hats may not be worn in the building, but may be worn outside to protect from the sun

Students who repeatedly do not come to school in uniform may lose privileges. In addition, Rocketship may contact the student's parent/guardian to discuss the dress code violation.

## Discrimination, Harassment, Intimidation and Bullying Policy

### **Statement of Non-Discrimination**

Rocketship is committed to equal opportunity for all individuals in education. Harassment, intimidation, bullying, and sexual harassment are all forms of discrimination and are disruptive behaviors that interfere with students' ability to learn, negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. Rocketship prohibits discrimination in all forms, inclusive of instances that occur on any area of the school campus, at school-sponsored events and activities, regardless of location, through school-owned technology, and through other electronic means. It does not discriminate against any student or employee on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic.

Rocketship adheres to all provisions of federal law related to students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 (“ADA”), and the Individuals with Disabilities Education Improvement Act of 2004. Rocketship is committed to providing a work and educational atmosphere that is free of unlawful harassment under Title IX (sex), Title VI (race, color, or national origin), and Section 504 and Title II of the ADA. Rocketship prohibits sexual harassment and harassment based upon pregnancy, childbirth or related medical conditions, race, religion, creed, color, gender, gender identity, gender expression, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, local law, ordinance or regulation.

Rocketship does not condone or tolerate harassment of any type, including bullying, discrimination, or intimidation, by any employee, independent contractor or other person with which the Rocketship does business, or any other individual, student, or volunteer. This applies to all employees, students, or volunteers and relationships, regardless of position or gender. To the extent possible, Rocketship will make reasonable efforts to prevent students from being discriminated against, harassed, intimidated, and/or bullied, and will take action to respond to such behaviors in a timely manner. Rocketship school staff that witness acts of misconduct prohibited by this Policy will take immediate steps to intervene when safe to do so. Rocketship will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted.

#### **Harassment and Retaliation Prohibited<sup>5</sup>**

Harassment is a form of discrimination and Rocketship is committed to maintain a learning environment that is free from harassment. Rocketship prohibits harassment based on an individual’s membership in a protected class by a student, teacher, administrator or other school personnel, by any other person who is participating in, observing, or otherwise engaged in school activities, including sexual harassment and harassment consistent with Title IX, 20 U.S.C. § 1681 et seq. and D.C. law. It prohibits harassment based upon race, color, religion, national origin, sex, age, personal appearance, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a complainant of an intrafamily offense, place of business or residence, credit information, gender, gender identity, gender expression, marital status, sexual orientation, pregnancy, childbirth, reproductive health decisions, or related medical conditions, or any other basis protected by applicable law.

Prohibited Harassment includes, but is not limited to the following:

- Any unwelcome physical, verbal, nonverbal, or electronic conduct based on the aforementioned protected traits.

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<sup>5</sup> This policy is intended to fulfill responsibilities under the School Safety Omnibus Amendment Act of 2018 (SSOAA).



- Prohibited stalking that involves a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others or suffer substantial emotional distress.

Prohibited Sexual Harassment includes, but is not limited to the following:

- Unwelcome sexual advances of a student by another student; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication (including electronic communication) of a sexual nature (including sexual assault) that adversely affects the student in the ways set forth above.
- Abusive or coercive behavior or dating violence against one student by another student where a dating partner uses threats of, or actually uses physical, emotional, economic, technological, or sexual abuse to exert power or control over a current or former dating partner.
- Welcome AND unwelcome sexual advances of a student by a school employee; requests for sexual favors of a student by a school employee; sexually motivated physical, verbal, or nonverbal conduct by a school employee directed at a student; or other conduct or communication (including electronic communication) of a sexual nature directed to a student by a school employee.

A hostile environment exists if the harassment is sufficiently serious that it denies or limits the complainant's ability to participate in or benefit from the school's program (e.g., skipping class, dropping out of an activity, having trouble concentrating in class).

Retaliation includes any adverse action taken against an individual because they reported sexual harassment, dating violence, or discrimination, provided information, witnesses, assisted, participated, or refused to participate in an investigation or proceedings in relation to any of those acts. Rocketship prohibits retaliation against any individual who has made a complaint pursuant to this policy in good faith, assisted in an investigation, or otherwise exercised rights protected by law. Rocketship also prohibits taking any adverse action against an individual based on an unsubstantiated allegation or rumor of harassment. Any student who is subject to retaliation in violation of this policy or who knows of another student who has been subject to retaliation is urged to report it as soon as possible to school staff or the Title IX Compliance and Civil Rights Officer.

### **Reporting Process**

**Reports of Discrimination or Harassment - General.** Students, parents or staff should report a claim of discrimination or harassment and the alleged acts promptly to a teacher, counselor, or school administrator. Reports do not have to be made by the complainant. Reports can be made in person, by mail, by telephone, or by email, using the complaint form attached below. A school employee who receives a report of discrimination that may be considered harassment, sexual

harassment, dating violence, stalking, or retaliation under Title IX, has knowledge or should reasonably know about the aforementioned violations should promptly notify Rocketship's Title IX Compliance and Civil Rights Officer for next steps.

**Reports of a Title IX Violation.** Reports of alleged acts that may be considered harassment, sexual harassment, dating violence, stalking, or retaliation subject to review under Title IX should be made to the Title IX Compliance and Civil Rights Officer:

Renita Thukral  
Title IX Compliance and Civil Rights Officer  
350 Twin Dolphin Drive,  
Suite 109 Redwood City, CA  
94056 [rthukral@rsed.org](mailto:rthukral@rsed.org)

The Title IX Compliance and Civil Rights Officer is the Rocketship staff member designated by Rocketship to coordinate its responsibilities under Title IX. Upon receipt of a complaint, Rocketship will provide information to the complainants about the investigation process, about their rights under Title IX and other relevant laws.

### **Confidentiality**

To the greatest extent possible, Rocketship shall respect the privacy of individuals who report potential violations of this policy, individual(s) against whom a report is filed, and witnesses. Rocketship will notify individuals/agencies of incidents of discrimination only to the extent allowed by law. Any notifications to other parties will be made only to ensure that services are provided to the complainant(s) and respondent and to protect the complainant(s) from further or sustained victimization. The Title IX Compliance and Civil Rights Officer/designee conducting the investigation will be responsible for making determinations about confidentiality. Rocketship will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of Rocketship to provide the supportive measures.

### **Process for Investigating Complaints of Discrimination and Harassment**

**General Complaints of Discrimination and Harassment.** Complaints of discrimination or harassment that do not involve allegations of Title IX violation or allegations of sexual harassment should be made under the General Complaint Procedures described under the Notification of Rights and Assurances section of this Handbook..

**Complaints under Title IX.** Complaints governed by Title IX of the Education Amendments of 1972 are reported to the Title IX Compliance and Civil Rights Officer and an investigation of those complaints are conducted promptly and impartially pursuant to related Title IX Complaint

Procedures outlined under the Notification of Rights and Assurances section of the Student/Family Handbook.

### **Bullying Prevention**

Bullying can have a harmful social, physical, psychological, and academic impact on victims, bystanders, and bullies. Bullying at Rocketship is strictly prohibited and will not be tolerated. “Bullying” includes discrimination; harassment; intimidation; and bullying based on disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, or perceived characteristics. Alleged incidents of bullying will be promptly investigated by designated Rocketship staff members. Rocketship Public School’s policy and procedures for addressing bullying complaints through either the general complaint procedures or the Title IX procedures (as appropriate) are described under the Notification of Rights and Assurances section of the Student/Family Handbook.

## **Suspension and Expulsion Policy**

We believe that our students are best served when they are present at school every day. However, we recognize that situations may occur when a student commits a behavioral offense that is so severe that the student may become subject to suspension or expulsion.

A student may be disciplined, suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at a Rocketship school or at any other school or a school-sponsored event at any time including but not limited to: while on school grounds; while going to or coming from school; during the lunch period, whether on or off the school campus; and during, going to, or coming from a school-sponsored activity. Students may also be subject to disciplinary action for off-campus behavior if it creates a substantial disruption to the school environment or interferes with another student’s ability to participate in the school program.

### **In-School Suspension**

In-school suspension (“ISS”) provides an alternative to out-of-school suspension. ISS allows students to be counted present and provides an in- school opportunity for them to complete and receive credit for class assignments. During ISS, students will complete schoolwork in a location separate from their class. ISS is not intended to be an alternative to or long-term replacement of the student’s regularly scheduled class.

ISS may be used in the event that a student is engaging in prohibited conduct that is making the classroom environment physically or emotionally unsafe for other students or that severely disrupts a class or school-sponsored activity;

Only the Principal or Assistant Principal, with prior approval from his/her supervisor, shall assign a student to ISS. Students assigned to ISS must have written notification of the date and duration of the ISS assignment. Assignment to ISS and the scheduling of the days assigned are at the Principal's discretion.

Principals should place the student in ISS as soon as possible after the infraction is reported. The principal will ensure that:

- Students assigned to ISS are provided a safe, positive environment
- Students assigned to ISS are properly supervised; and
- Students assigned to ISS are allowed to complete class work assigned during his/her placement in ISS.
- All class work for students is obtained, academic assistance is provided as necessary, and completed work is returned to the student's classroom teacher.
- Activities of academic value are provided for the student when the classroom teacher's work is not provided or is insufficient for ISS time assigned.
- Additionally, classroom teachers will:
  - Provide classwork commensurate to the work missed for a student in ISS.
  - Record a student in ISS as present. There will be no attendance-related penalty for assignment to ISS.
  - Evaluate the student's work completed in ISS and give credit for work completed in ISS.
  - Ensure that students in ISS receive credit for attendance and full credit for work completed.

The student's parent/guardian must be notified of a student's assignment to ISS at the time that the ISS placement is scheduled. The Principal should contact a parent/guardian by phone or in-person meeting. If the parent/guardian cannot be reached in this manner, the Principal or his/her designee may make contact through e-mail.

### **Out of School Suspensions and Expulsion**

When disciplinary infractions occur on campus, our Principals are expected to respond in accordance with our Student Discipline Policy, which encourages positive behavioral interventions and supports and outlines available in-school disciplinary actions. The decision to pursue a suspension is, in most circumstances, largely at the discretion of the school leadership team in accordance with state law and should only be considered in cases of egregious

behavioral infractions – and, even then, should be viewed as a last resort—as we believe that our students are best served when they are present at school every day. Recommendations for expulsion should not be pursued except in the most extreme cases, as our policy is to do whatever it takes to serve every student who enrolls in a Rocketship school.

If a situation does arise where a Principal feels that the student should be suspended or recommended for expulsion, this policy was written to guide the process. The policy has been written in accordance with relevant federal and state laws and regulations. It addresses grounds for suspension and expulsion; suspension and expulsion procedures; the maintenance of disciplinary records; student appeal rights; rehabilitation and readmission; and special procedures for the consideration of suspension and expulsion of students with disabilities.

### **Grounds for Suspension and Expulsion**

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at a Rocketship school or at any other school or a school-sponsored event at any time including but not limited to: while on school grounds; while going to or coming from school; during the lunch period, whether on or off the school campus; and during, going to, or coming from a school-sponsored activity. Students may also be subject to suspension or expulsion for off-campus behavior if it creates a substantial disruption to the school environment or interferes with another student's ability to participate in the school program.

Pursuant to the Student Fair Access to School and Clarification Amendment of 2019, no student in grades K-5 may be subject to an out-of-school suspension or disciplinary unenrollment (i.e. expulsion), unless a school administrator determines, consistent with the procedures outlined in this policy, that the student has willfully caused, attempted to cause, or threatened to cause bodily injury or emotional distress to another person, including behavior that happens off school grounds. Please note that if it is determined that a student has engaged in any of the following behaviors, the decision to suspend and/or recommend for expulsion is discretionary and in the judgment of the school Principal after considering all surrounding circumstances.

Types of conduct that could lead to suspension or expulsion include, but are not limited to:

- Assault with a weapon;
- Assault/physical attack on student or staff
- Commission or attempted commission of any act of sexual assault or sexual aggression Fighting which results in a serious physical injury
- Inciting others to violence or disruption
- Persistent Harassment based on actual or perceived race, color, religion, national origin, sex, age, marital status, personal appearance, sexual

orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, or place of residence or business

- Use, threatened use, or transfer of any weapon
- Arson
- Any other intentional use of violence, force, coercion, threats, intimidation, or other comparable conduct which causes or attempts to cause severe physical injury, substantial disruption, or obstruction of any lawful mission, process, or function of Rocketship Public Schools

For the purposes of this policy, the following definitions apply:

"Bodily injury" means a cut, abrasion, bruise, burn, or disfigurement; physical pain; illness; impairment of the function of a bodily member, organ, or mental faculty; or any other injury to the body, no matter how temporary.

"Disciplinary unenrollment" means the expulsion or involuntary transfer of a student from a school.

"Emotional distress" means mental suffering or distress that requires more than trivial treatment or counseling.

"Expulsion" means the removal of a student from the student's school of enrollment for disciplinary reasons for the remainder of the school year or longer, in accordance with local education agency policy.

"In-school suspension" means temporarily removing a student from the student's regular class schedule as a disciplinary consequence, during which time the student remains on school grounds under the supervision of school personnel who are physically in the same location as the student.

"Involuntary dismissal" means the removal of the student from school attendance for less than 1/2 of a school day for disciplinary reasons, during which time the student is not under the supervision of school personnel and is not allowed on school grounds.

"Out-of-school suspension" means the temporary removal of a student from school attendance to another setting for disciplinary reasons, during which time the student is not under the supervision of the school's personnel and is not allowed on school grounds. The term "out-of-school suspension" includes an involuntary dismissal. For students with

disabilities, the term "out-of-school suspension" includes a removal in which no individualized family service plan or individualized education plan services are provided because the removal is 10 days or fewer as well as removals in which the student continues to receive services according to the student's individualized family service plan or individualized education plan.

### **Out of School Suspension Procedures**

A suspension is a temporary dismissal of a student from the regular school program and school-sponsored events for the allotted time assigned by a school administrator. Suspensions can range from one to five school days, depending on the seriousness of the violation. In accordance with D.C. law, students may not be suspended for more than 20 cumulative school days in an academic year. Students are expected to complete all work assigned while they serve their suspension.

Suspensions at Rocketship will adhere to the following procedures:

a) Hearing

When feasible, suspension will be preceded by a hearing conducted by the Principal or designee with the student and his/her parent and, whenever practical, the teacher, supervisor, or school employee who referred the student to the Principal. The hearing may be omitted if the Principal or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or school personnel. If a student is suspended without this hearing in an emergency situation, both the parent/guardian and student shall be given the opportunity to a hearing within two school days.

At the hearing, the student shall be informed of the reason for the disciplinary action and the evidence against him/her and shall be given the opportunity to present his/her version and evidence in his/her defense.

Absent an emergency situation, the hearing must occur before the student is sent home on suspension.

No penalties may be imposed on a student for failure of the student's parent/guardian to attend a hearing with school officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student's parent or guardian at the hearing.

b) Notice to Parents/Guardians

At the time that the decision is made to suspend a student, the Principal or designee shall make a reasonable effort to contact the student's parent/guardian by telephone

or in person. Whenever a student is suspended, the parent/guardian shall also be notified in writing of the suspension, the reason for the suspension, the length of the suspension, the student's right to return to school at the end of the suspension, and any conditions for that return (i.e., a return conference with the parent/guardian) and the date of return following suspension. If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

A copy of this notice will also be filed in the student's cumulative folder in the school.

c) Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five consecutive school days per suspension. In calculating days of suspension, days served will not include days when school is not in session for students, including but not limited to school closure days, school holidays, spring break, and summer break. If the student leaves school on the day that the suspension was imposed, this day will be counted as part of the suspension if the student was denied class participation prior to 12 noon of that day. The suspension shall terminate at midnight on the day listed as the last day of the suspension.

Upon a recommendation of expulsion by the Principal or Principal's designee, the student and the student's parent/guardian or representative will be invited to a second conference to determine if the suspension for the student should be extended pending an expulsion hearing. This determination will be made by the Principal or designee upon either of the following determinations: (1) the student's presence will be disruptive to the education process; or (2) the student poses a threat or danger to others. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing.

Students who are suspended shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension.

d) Suspension Appeals

The parent/guardian of a student shall have the right to appeal any out-of-school suspension decision to the direct supervisor of the school Principal. The request to appeal must be made in writing and shall be submitted to the supervisor within one business day of the parent being made aware of the decision to suspend the student. The appeal shall be considered by the Supervisor in a timely manner. The student shall not be kept out of school while the appeal is pending, provided that the student is not considered to be a danger to others during that time. Any decision made on appeal shall be final.



## **Expulsion Procedures**

An expulsion is the permanent dismissal of a student from the Rocketship program. If an expulsion is approved, the parent/guardian has the responsibility to place the student in another school. The full authority of the Rocketship governing Board of Directors (“the Board”) to hear and conduct expulsions shall be granted to the Academic Affairs Committee, a committee of the Board. The Academic Affairs Committee shall consist of three board members. The Academic Affairs Committee may expel any student found to have committed an expellable offense as listed in Section II above. Instead of conducting the hearing itself, the Academic Affairs Committee may appoint an impartial administrative panel of three or more persons, none of whom is a member of the Board or employed on the staff of the school in which the student is enrolled.

### a) Hearing

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. The hearing shall be held within 20 school days after the Principal or designee determines that the student has committed an expellable offense, unless the student requests, in writing, that the hearing be postponed.

In the event an administrative panel hears the case, it will, within 10 days of the hearing, make a recommendation to the Academic Affairs Committee for a final decision whether or not to expel. The hearing shall be held in closed session unless the student makes a written request for a public hearing three days prior to the hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the student. The notice shall include:

- The date and place of the expulsion hearing;
- A statement of the specific facts, charges and offenses upon which the proposed expulsion is based, along with a summary of the evidence against the student;
- A copy of Rocketship's disciplinary rules which relate to the alleged violation;
- Notification of the student's or parent/guardian's obligation to provide information about the student's status at the school to any other school district or school to which the student seeks enrollment;
- The opportunity for the student or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
- The right to inspect and obtain copies of all documents to be used at the hearing;
- The opportunity to confront and question all witnesses who testify at the hearing;
- The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

### b) Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery

### Offenses

Rocketship may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of a statement from the victim or witness, which shall be examined only by Rocketship or the hearing officer. Copies of these statements, edited to delete the name and identity of the witness, shall be made available to the student.

### c) Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel and decision by the Board to expel must be supported by a preponderance of the evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay and written declarations may be admitted as testimony from witnesses of whom the Board, Panel or designee determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

The decision of the Administrative Panel shall be in the form of written findings of fact and shall be made within three school days following the conclusion of the hearing.

If the expulsion hearing panel decides not to recommend expulsion, the student shall be returned to his/her educational program or become subject to discipline or suspension in accordance with this policy.

### d) Written Notice to Expel

The Principal or designee, following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following:

- notice of the specific offense committed by the student and
- notice of the student's or parent/guardian's obligation to

inform any new district in which the student seeks to enroll of the student's status with Rocketship.

e) Right to Appeal

The student/family shall have the right to appeal the decision to expel the student from Rocketship directly to the Academic Affairs Committee. If the Academic Affairs Committee made the final decision on the expulsion, the appeal shall go directly to the Executive Committee of the Board. The request to appeal must be made in writing and shall be submitted to the Academic Affairs Committee or Executive Committee within five business days of being made aware of the decision to expel the student. The appeal shall be heard by the Academic Affairs Committee or Executive Committee within 15 days of receipt of the appeal.

f) Expelled Students/Alternative Education

With the exception of students with disabilities under IDEA, students who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within their school district of residence.

g) Rehabilitation and Readmission

At the time of the expulsion order, students who are expelled shall be given a rehabilitation plan, to be developed by the Academic Affairs Committee in conjunction with Rocketship staff, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the student may be reviewed for readmission to a Rocketship school.

The decision to admit a pupil who has been expelled from a Rocketship school shall be in the sole discretion of the Board following a meeting with the Principal and the pupil and guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Principal shall make a recommendation to the Board following the meeting regarding his or her determination. The pupil's readmission is also contingent upon Rocketship's capacity at the time the student seeks readmission.

The decision to admit a pupil who has previously been expelled from another school, school district or charter school shall be in the discretion of the

Principal following a meeting with the pupil and guardian or representative to determine whether the pupil poses a threat to others or will be disruptive to the school environment. Where applicable, the Principal may also consider whether the pupil has completed any rehabilitation plan or other improvement measures prescribed by the pupil's previous school. The Principal shall make a recommendation following the meeting regarding his or her determination. The pupil's admission is also contingent upon RSPS's capacity at the time the student seeks admission.

### **Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities**

a) Services During Suspension

Students with disabilities pursuant to the Individuals with Disabilities Act ("IDEA") suspended for more than ten school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP; and receive, as appropriate, a functional behavioral assessment or functional analysis, and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

b) Procedural Safeguards/Manifestation Determination

Within 10 school days of any decision to change the placement of a child with a disability because of a violation of a code of student conduct, a manifestation determination shall take place. "Change of Placement" includes a recommendation for expulsion, consecutive removal of more than ten school days, or a cumulative removal of more than ten school days in a school year. Rocketship, the parent, and relevant members of the IEP Team shall review all relevant information in the student's file, including the child's IEP, any teacher observations, and any relevant information provided by the parents to determine:

- If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or (2) the conduct in question was the direct result of the local educational agency's failure to implement the IEP.
- If Rocketship, the parent, and relevant members of the IEP Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's

disability.

- If Rocketship, the parent, and relevant members of the IEP Team make the determination that the conduct was a manifestation of the child's disability, the IEP Team shall:
- Conduct a functional behavioral assessment or a functional analysis assessment, and implement a behavioral intervention plan for such child, provided that the school had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior;
- Return the child to the placement from which the child was removed, unless the parent and the school agree to a change of placement as part of the modification of the behavioral intervention plan.
- If the school, the parent, and relevant members of the IEP team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a result of the failure to implement the IEP, then the school may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

c) Due Process Appeals

If the parent of a child with a disability disagrees with any decision regarding a disciplinary change in placement, or the manifestation determination, or the school believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent or school may request an expedited administrative hearing through the regional administrative hearing office.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or the school, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the 45- day time period provided for in an interim alternative educational setting, whichever occurs first, unless the parent and the school agree otherwise.

d) Special Circumstances

Rocketship personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Principal or designee may remove a student to an interim alternative educational setting for not more than 45 days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- Carries or possesses a weapon, as defined in 18 USC § 930, to or at school, on school premises, or to or at a school function;
- Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- Has inflicted serious bodily injury upon a person while at school, on school premises, or at a school function.

e) Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP team.

f) Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEIA and who has violated the Rocketship's behavioral policies may assert the procedural safeguards granted under this administrative regulation only if Rocketship had knowledge that the student was disabled before the behavior occurred.

g) Rocketship shall be deemed to have knowledge that the student had a disability if one of the following conditions exists prior to the behavior at issue:

The parent of the child expressed concern in writing to supervisory or administrative personnel of Rocketship, or a teacher of the child, that the child is in need of special education and related services;

- The parent of the child requested an evaluation of the child pursuant to §§ 300.300 through 300.311; or
- The teacher of the child, or other Rocketship personnel, expressed specific concerns about a pattern of behavior demonstrated by the child directly to the director of special education of the agency or to other supervisory personnel of the agency.

If the school knew or should have known the student had a disability under any of the three circumstances described above, the student may assert any of the disciplinary protections available to IDEA-eligible children with disabilities.

If the school had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The school shall conduct an expedited evaluation if requested by the parents; however, the student shall remain in the education placement determined by Rocketship pending the results of the evaluation.

Rocketship shall not be deemed to have knowledge that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

## Campus Access and Visitor Policy

Rocketship strives to create campuses that are welcoming to families, volunteers, and community members while maintaining a safe and secure environment for students and staff. This policy addresses management of the campus access points; prohibitions against loitering; procedures for visitor registration; procedures to follow when arranging for a campus visit; and barring an individual from campus. "Campus" in this policy is defined as the entire indoor and outdoor premises, including the school building(s), sidewalks, parking lots, driveways, playgrounds, and courtyards.

### **Campus Access Points**

Whenever students are in the building, the front office, and controlled access points to each Rocketship campus will be supervised by a Rocketship staff member. Visitors will also be required to undergo an ID check, a registered sex offender check, and adhere to any other security measures (i.e., sign-in/sign-out sheets) that the school has implemented. The school will inform visitors of any specific follow-up that may be required for visitors who are not able to provide proper identification or who are flagged with a sex offender offense.

All doors leading into school buildings should remain closed and locked at all times and only opened by authorized staff members.

### **Loitering**

Parents/guardians and other visitors, including children who are not students at the school, shall not loiter on the school premises, including in the parking lot and outside school buildings. This

includes children of staff members who are students at another school. The parking lot shall be used for picking up and dropping off students, and while conducting business.

Parents/guardians and other visitors are expected to leave the campus premises upon the conclusion of any business matters or after dropping their student off at school. If a parent or guardian wishes to visit the school to view the educational program, the visitor must adhere to the following procedures, which have been developed to ensure the safety of students and staff as well as to minimize interruption of the instructional program.

### **Visitor Registration and Passes/Badges**

- All visitors (including Rocketship Public Schools regional and national staff members) must be registered and checked in via VisitU with their current government issued ID with the security guard immediately upon entering any school building or grounds at any time that students are in the building. Schools will be required to provide a sign-in sheet for any event held on campus.
- If visitors are flagged with a sex offender offense, security will deny entry and connect them with school administrators. ***This will not prohibit families from picking up their student for dismissal if they are listed as an allowed pick-up person on the Powerschool pick up list.***
- The Principal, or designee, may refuse to register an outsider if he or she has a reasonable basis for concluding that the visitor is in possession of a firearm; or the visitor's presence or acts would disrupt the school, its students, its teachers, or its other employees; would result in damage to property; or would result in the distribution or use of unlawful or controlled substance.
- Visitors in disguise or costume will not be allowed entrance onto campus without prior agreement with the school administration.
- After registering with the security guard, visitors who are not Rocketship employees will be issued a VisitU badge that they must display at all times while on campus. Rocketship regional/national staff ("Network Support") will receive a badge from the Regional Director of Operations. Network Support staff must display their badge on their persons at all times while at a school site. If a Network Support staff member forgets his/her badge, he/ she will need to register with VisitU and obtain a Visitor's Pass from the front office or security.
- All visitors must also sign out when leaving the campus.
- The Principal or designee may withdraw consent for an individual to be on campus, even if the visitor has a right to be on campus, whenever there is reasonable basis for concluding that the visitor presence on school grounds would interfere or is interfering with the peaceful conduct of the activities of the school, or would disrupt or is disrupting the school, its students, its teachers, or its other employees.



- The Principal or designee may request that a visitor who has failed to register, or whose registration privileges have been denied or revoked, promptly leave school grounds. When a visitor is directed to leave, the Principal or designee shall inform the visitor that if he/she reenters the school without following the posted requirements, law enforcement may be notified and he/she may be guilty of a misdemeanor.

### **Arranging for a Campus Visit**

Visits during school hours by non-Network Support or other Rocketship staff members should be arranged with the teacher and Principal (or designee) in advance. Teacher conferences should be arranged by appointment in advance and must be scheduled to take place during non-instructional time. Parent/guardians who want to visit a classroom during school hours should first obtain approval from the classroom teacher and the Principal or designee. Classroom observations should be requested in advance and are approved at the Principal or designee's discretion.

**No electronic listening or recording device may be used by students or visitors in a classroom without the teacher's and Principal's written permission.** Failure to abide by this is a violation of this Policy and may subject a visitor to losing his/her privilege to be on campus in accordance with Section III above.

### **Visitor Conduct**

All visitors, regardless of their reason for being on campus, are expected to act in accordance with all Rocketship rules and policies while on the school premises. Visitors are strictly prohibited from having any physical contact with any student for any reason, including touching, grabbing, or holding a student. Visitors are also strictly prohibited from scolding, disciplining, or yelling at any student. If a visitor has a concern about a student's conduct, the visitor should promptly alert a Rocketship staff member.

This policy also applies to conduct during virtual programming (i.e., virtual instruction, events, etc.). Individuals who appear at a virtual event with a Rocketship student and whose conduct violates this policy will receive consequences in accordance with Rocketship policies.

### **Barring Individuals from Campus**

Rocketship recognizes that situations could arise where it may become necessary for the Principal and/or the Principal's supervisor to prohibit an individual from entering or remaining on a Rocketship campus. Such situations may include an individual's possession or reasonable suspicion of an individual's possession of a firearm, in violation of Section § 22–4502.01 of the D.C. Code (which prohibits possession of a firearm in all areas within 1000 feet of a public school), an individual engaging in violence, threats of violence, harassment, or any other behavior that the

Principal deems to be disruptive of the learning environment or in violation of Rocketship policy. Such actions will comply with any relevant state law requirements.

Barring is specific to each individual Rocketship campus and its related activities. Principals generally have the authority to bar a disruptive individual, and to do so, they must follow Rocketship's internal protocol and comply with all applicable laws. Principals may not bar an individual beyond his/her particular campus, unless specific authorization is granted by the Director of Schools or the legal department. It is the responsibility of the Business Operations Manager, Office Manager, and school security to:

- Enforce photo identification verification 100% of the time to ensure no barred individuals enter the building.
- Document and maintain procedures for pick-up, drop-off and any documentation related to the barring notice at the front desk.
- Determine, at the time of the incident and in collaboration with the Principals, whether the local police must be contacted.
- Maintain an accurate and current list of individuals who have been issued a barring notice.
- Enforce the barring notice by escorting individuals out of the building and off school grounds in a peaceful, quiet, and orderly fashion.
- Not engage any barred individual off school grounds using combative language, tone, or action.
- Contact the local police department in the event that an individual becomes physically confrontational or refuses to comply with the barring notice.

### **Refusal to Leave Campus**

Anyone who refuses to leave after being asked by the Principal, or who enters the premises (including parking lots, playground, sidewalks, and school building) without proper authorization in accordance with this policy, may become subject to the local criminal laws regarding trespass and unlawful entry.

Further conduct of this nature by the visitor may lead to the School's pursuit of a restraining order against such visitor which would prohibit him/her from coming onto school grounds or attending School activities for any purpose for a statutorily prescribed period.

The Principal or designee may seek the assistance of the police in dealing with or reporting any visitor in violation of this policy.

# Medication Administration Policy

Rocketship is committed to supporting the health of its students and meeting the needs of students with medical conditions, in compliance with DC laws. This policy addresses the requirements for students who need to take medication during the school day, including required documentation and training for staff members. The policy also addresses emergency medical situations and the use of epinephrine auto-injectors and asthma inhalers on campus.

## **I. Student Possession and Self-Administration of Medication**

A student may possess and self-administer medication at Rocketship, at Rocketship-sponsored activities, and while on Rocketship-sponsored transportation, in order to treat asthma, anaphylaxis, or other illness; provided that the student's parent/guardian has submitted a Medication Action Plan and adheres to all other procedures and requirements, as outlined in this policy.

## **II. Medication Action Plan**

In accordance with DC Code § 38-651.03, before medication can be kept or administered at Rocketship, a student's parent/guardian must complete and submit a Medication Action Plan. The Medication Action Plan must include:

- Written medical authorization, signed by a licensed health practitioner, that states:
  - The name of the student;
  - Emergency contact information for the student's parent/guardian;
  - Contact information for the student's licensed health practitioner;
  - The name, purpose, and prescribed dosage of the medication;
  - The frequency that the medication is to be administered;
  - The possible side effects of the medication as listed on the label;
  - Special instructions or emergency procedures;
  - In the case of self-administered medication, confirmation that the student has been instructed in the proper technique for self-administration of the medication and has demonstrated the ability to self-administer the medication effectively.
- Written authorization, signed by the student's parent/guardian, that states:
  - That a trained employee or agent of the school may administer medication to the student in accordance with all applicable DC laws and regulations; or
  - in the case of self-administration, the student may possess and self-administer the medication at Rocketship, at Rocketship-sponsored activities, and while on Rocketship-sponsored transportation; and
  - that the name of the student may be distributed to appropriate school staff, as determined by the Principal.
- Written acknowledgment that the District of Columbia, Rocketship Public Schools, or an employee or agent of Rocketship Public Schools shall be immune from civil liability for the good-faith performance of responsibilities related to this Policy; except that no immunity

shall extend to criminal acts, intentional wrongdoing, gross negligence, or wanton or willful misconduct.

Immediately following any changes regarding the health or treatment of the student, the parent/guardian must submit an amended Medication Action Plan to Rocketship. All Medication Action Plans must be updated at least annually.

### **III. Staff Administration of Medication**

Pursuant to DC Code § 38-651.05, a Rocketship employee or agent trained and certified pursuant to this policy may administer medication to a student with a valid Medication Action Plan; provided that:

- The student's parent/guardian has delivered the medication to be administered to the school;
- The employee or agent is under the general supervision of a licensed health practitioner; and
- Except in emergency circumstances, as described below, the parent/guardian has administered the initial dose of a new medication.

School staff should NOT provide any over-the-counter medications or therapeutic/homeopathic remedies (i.e. cough drops, herbal teas) to students unless the student has

- A note from an authorized health care provider that prescribes the use of the remedy, including the amount or dose to be given, and the method and timing of the administration; AND
- a written statement from a parent/guardian permitting the use of the remedy at the school.

### **IV. Staffing and Training**

In accordance with DC Code § 38-621(a), each Rocketship school in DC will have a registered nurse and/or licensed practical nurse who is on campus a minimum of 20 hours per week.

All staff members who (1) administer medication to students with valid Medication Action Plans who are not authorized to possess that medication or are not competent to self-administer the medication; and (2) administer medication in emergency circumstances to any student experiencing an acute episode of asthma, anaphylaxis, or other illness, must complete training in accordance with DC Code § 38-651.04. All training must be conducted by a health care professional licensed in the District of Columbia. The health-care professional will provide Rocketship with written certification, which will be valid for three years, of successful completion of the training for each Rocketship employee.

## **V. Storage of Medication**

In accordance with DC Code § 38-651.09, Rocketship may receive medication from a student's parent/guardian to store for the treatment of asthma, anaphylaxis, or other illness for a student with a valid Medication Action Plan. The medication will be stored with Rocketship's school nurse or Office Manager in a location that is easily accessible during an emergency.

The medication must be labeled with the following information:

- Name of the student;
- Name of the medication;
- Dosage;
- Time of administration; and
- Duration of medication.

Under DC Code § 38-651.09, Rocketship is not required to store more than a three-day supply of any medication.

## **VI. Emergency Situations**

Pursuant to DC Code § 38-651.09(a), Rocketship may procure and store medication for the treatment of asthma, anaphylaxis, or other illness for use in emergency circumstances. The medication will be maintained in an easily accessible location.

School employees are trained and expected to respond to emergency situations without discrimination. Under DC Code § 38-651.06(a), no employee is allowed to administer medication in emergency situations unless that employee has been trained in accordance with DC Code § 38-651.04 (further described above). A student need not have a known diagnosis or a medication action plan to receive treatment in emergency circumstances from a trained employee or agent of the school. (§ 38-651.06(c)). Parents/guardians may also request that the school not administer medication in an emergency situation. (§ 38-651.06(d)).

If any student or staff member needs resuscitation, staff shall make every effort to resuscitate him/her. Staff members are prohibited from accepting or following any parental or medical "do not resuscitate" orders. School staff should not be placed in the position of determining whether such orders should be followed, and such advance directives shall not be communicated to staff.

## **VII. Student Access to Epinephrine**

Pursuant to D.C. Code § 38-651.04, OSSE is required to develop and implement an epinephrine administration training program, which shall provide training and certification of employees and agents of a public school on the storage and emergency use of an undesignated epinephrine auto-injector (UEA) on a person suffering an episode of anaphylaxis, Rocketship shall ensure that it has at least two employees certified in the use of a UEA who are available to administer epinephrine during all hours of the school day.

Under D.C. Code § 38-651.04(c), OSSE is required to procure and distribute UEAs to public schools and monitor the supply of UEAs, restocking as necessary. Rocketship must store, at all times, no fewer than two unexpired UEAs of each dosage available through OSSE's UEA Plan. UEAs shall be stored in a secure but easily accessible location in accordance with the manufacturer's instructions.

A Rocketship employee who is certified pursuant to D.C. Code § 38-651.04 may administer a UEA to a student who the employee believes in good faith to be suffering or about to suffer an anaphylactic episode.

UEAs may be used on Rocketship property, including the school building, playground, and school bus, as well as during school field trips or sanctioned excursions away from Rocketship property. The certified employee may carry an appropriate supply of the school's UEAs on field trips or excursions.

Within 24 hours of the administration of a UEA, Rocketship shall notify OSSE and the physician who prescribed the standing order for UEA. As soon as practicable following the administration of medication pursuant to D.C. Code § 38-651.04, Rocketship shall inform the student's parent/guardian that the medication was administered.

#### **VIII. Maintenance of Records**

Rocketship will create and maintain a list of students with valid Medication Action Plans, including the emergency contact information for each student. The Principal may distribute the list among appropriate employees or agents.

Rocketship will maintain accurate records of all its employees and agents who are certified to administer medication.

Rocketship will maintain accurate records of all incidents where medication was administered to a student in an emergency circumstance. (DC Code § 38-651.08)

#### **IX. Misuse**

A student who self-administers medication while at school, at a school-sponsored activity, or while on school-sponsored transportation for a purpose other than his or her own treatment will


be subject to disciplinary action in accordance with Rocketship's Student Discipline Policy. . Such disciplinary action shall not limit or restrict the access of a student to his or her prescribed medication. Rocketship will promptly notify the student's parent/guardian of any disciplinary action imposed. (DC Code § 38-651.10)

# Appendix A: CA Emergency Evacuation Maps



## Appendix B: CA Law Enforcement Approval

## Appendix B: Law Enforcement Approval

Reviewing Agency	Date of Approval	Reviewer	Review Method
SJPD	2/19/24	OFF CERVANTES 	#3688

## Appendix B: Law Enforcement Approval

Reviewing Agency	Date of Approval	Reviewer	Signature
San Jose Fire Department	02/26/2024	FI Alex Heredia	<i>Alex Heredia</i>

# Q3 Rocketship Public Schools Board of Directors Meeting

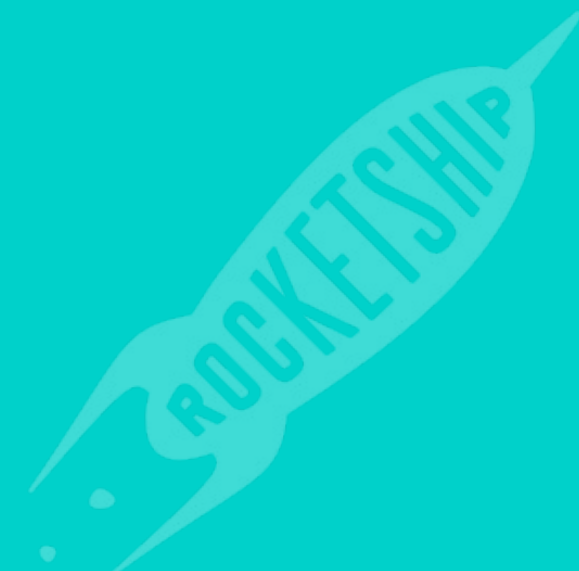
March 6, 2024



## Agenda

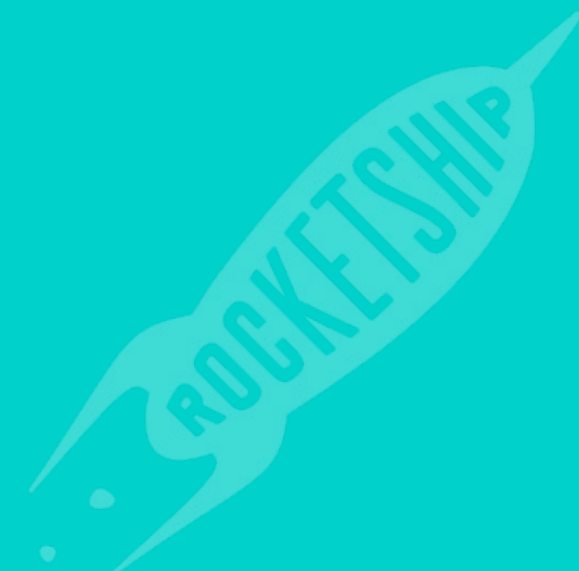
1. Opening Items
2. Consent Items
3. (A) Approve the 24-25 California Food Service Vendor Contracts  
(B) Board Updates  
(C) 23-24 Mid Year NWEA Data and Response
4. Break
5. (A) Staff Satisfaction & DEI Survey Results  
(B) 5 Year Strategic Plan Review & Approval
6. Closed Session
7. Break
8. (A) Group Discussion with Bay Area Parent Advisory Board and Parent Leaders

Public Comment





Approve the 24-25 CA Food Service Vendor  
Contracts with Lunch Master and Chefables





# Process Overview

- California's food service contract with Revolution Foods will expire at the end of this school year
  - Per USDA and CDE regulations, food service contracts can only last one base year and four additional extension years
- California team engaged in the formal procurement process by releasing two Request for Proposals (RFP)
  - The process for seeking food service vendors is highly regulated by the USDA and the CDE
- We received proposals from 5 vendors
  - Each were assessed through taste tests, financial review, and scoring of their written proposals.

This process resulted in the awarding of 2 contracts:

Lunch Master	Chefables
Rocketship Discovery Prep Rocketship Brilliant Minds Rocketship Si Se Puede Rocketship Los Sueños Rocketship Fuerza Academy Rocketship Delta Prep Rocketship Futuro Academy	Rocketship Redwood City Rocketship Mosaic Elementary Rocketship Spark Academy Rocketship Rising Stars Rocketship Mateo Sheedy Rocketship Alma Academy



# Vendor Selection

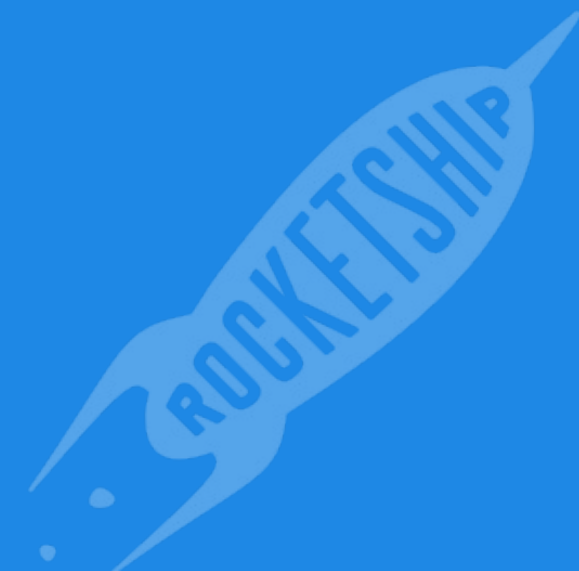
- Vendors were chosen due to their high scores on
  - Price per meal
  - Proposed Operations
  - Menu/Taste
  - Vendor Experience
- Two vendors were chosen
  - Due to close scores, we split the contract with the higher scoring organization serving more schools (Lunch Masters)
  - Allows us to explore the vendor landscape after 15 years with the same vendor



# Board Updates



# 23-24 Mid-Year NWEA Data and Response



# Executive Summary

- **Given degree of change, growth similar to last year; encouraging sign**
  - TN reading % at/above 50th on track for notable increase from fall
  - MKE realized highest growth since fully enrolled
  - TX math and reading growth slightly stronger than previous year
  - G5 higher growth in both subjects across most regions
  - New CA principals driving stronger growth than previous years
- **Specific regions continue to be of concern**
  - DC campus' growth and % of students meeting tiered growth goals lower than previous year
  - MKE growth driven by single campus
- **Math overall growth rate is similar to last year, but trends vary by grade**
  - Increase in G1 and G5
  - Kinder and G3: Lower growth rate than last year
  - G2: <1 year average growth
- **Reading growth trending slightly lower than last year in all regions**
  - Most grades have lower growth than last year, most notably G3 and G4
  - G5 on track to have higher growth rates
  - Lowest growth generally being driven by upper tiers



# National Priorities in the Second Semester & Related Impact

- **Small Group Instruction**

- All students, across all tiers, now receive small group instruction weekly (both math and reading)
- Reduced mCLASS groups and replaced with comprehension-focused SGR
- Paired decodables w/ mClass lessons for applied practice both in school and at home
- For students in WBB reading level, 33% making above average growth
- For students in BB reading level, 36% making above average growth

- **Professional Learning**

- Real time coaching, with program team directly leaning into select campuses
- Building adult content knowledge in math and reading via skills labs
- New principal cohort development continuing; 67% of new principals realizing above average growth for WBB and BB reading levels

- **Data Informed Practices**

- Adding in mClass visualization to JetPacked and Tableau
- Reinvesting in student work analysis protocols
- Weekly data meetings in several regions



# Looking Ahead to the 24.25 School Year

- **Even more Deeply Aligning on Rocketship Core Model**
  - Rotational model with deep interventions is a key driver of strong student growth and absolute performance; working with EDs to further enable these practices for their regions, personalization and differentiation during spring planning
- **National Curriculum**
  - Key lessons learned around capabilities and limitations of an external curricula
  - Lack of differentiation and limited data visibility created significant barriers to timely instructional response
    - Working with Amplify to Rocketize curricula (specifically differentiate skills instruction) *and*
    - Exploring an a la carte approach (similar to other organizations) for phonics and reading comprehension curricula
- **Data**
  - Tableau phasing out in next 18 months
  - Currently mapping out future data needs, architecture and design
  - Standardized reports, data integration, curriculum ingestion and customization all key elements for future selection of data warehouse/ tool



# Degree of Change Significant

## Reading:

- Changed reading assessment from STEP to DIBELS
- Changed reading intervention from LLI to mClass
- Changed data systems (STEP to TRC, Progress Monitoring)
- Changed phonics curricula from internal curricula to Amplify Skills
- Changed phonics tracking from LNS to Amplify Skills Unit Assessments
- 3/5 regions changed from internal thematic units to Amplify Knowledge and Integrated units
- Changed from LLI to Really Great Reading for Tier III reading instruction



AmplifyCKLA



## Math:

- Changed from internal curricula to Eureka
- Changed from Freckle to Zearn
- Changed from internal intervention to EM2 and Equip



## Coaching, Intellectual Prep and Data Management:

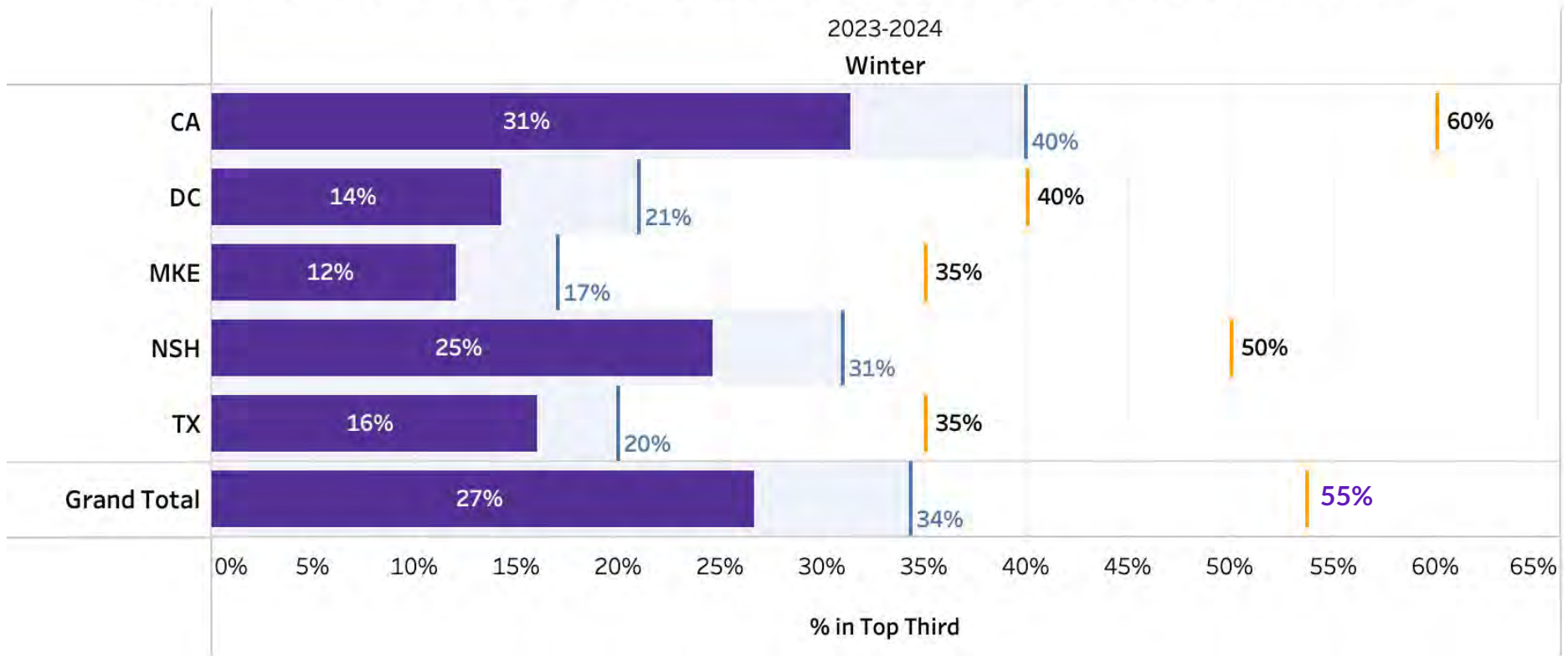
- Curriculum and data changes necessitated changes to intellectual prep, data analysis and coaching structures.
- Other organizations led Year 0 to prepare network, regional and school leaders; RPS change felt throughout organization (network, region, school leaders, teachers, paras) in Y0.





# NW Goal: Winter 2023 vs Spring 2024 (1 year) and Spring 2028 (5 year) goals

2023 Winter NWEA MAP % At/Above 67th Percentile compared to Spring 2024 & 2028 Goal

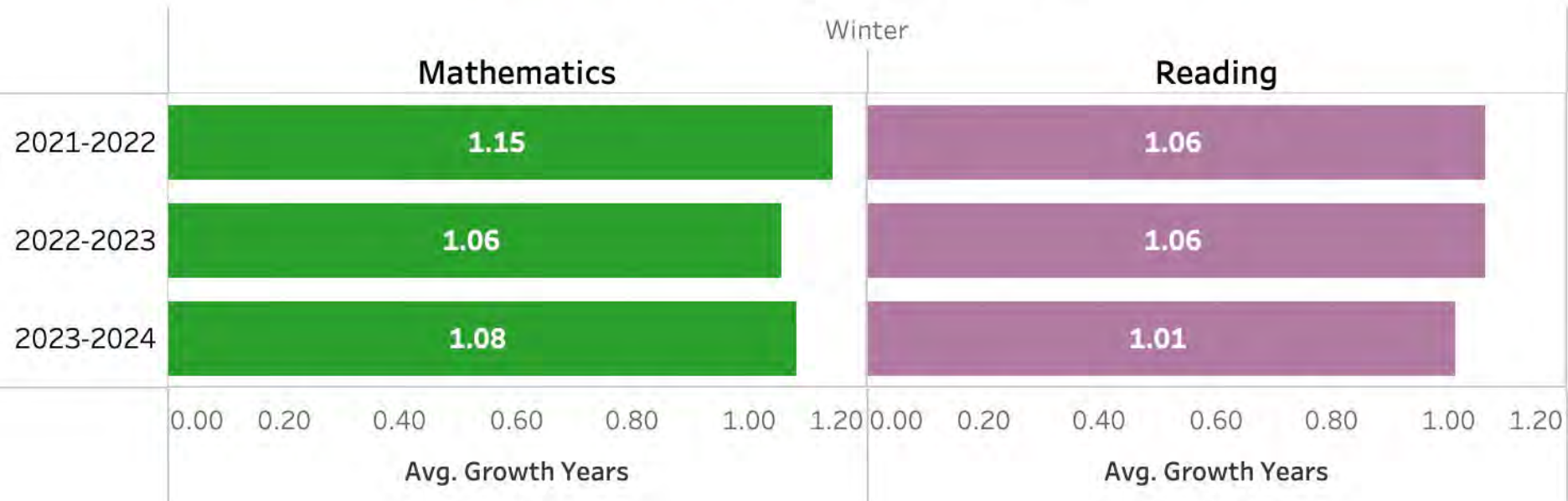


Blue line represents Spring 2024 goal and Orange line represents Spring 2028 goal

- Typically observe greater change in Top Third between Winter and Spring
- NSH increased Top Third by 5 percentage points from Fall to Winter
  - Other regions within +/-2 from Fall (DC, MKE -2/-1; CA +1; 0 TX)

# Overall growth is on-track to be similar to last year

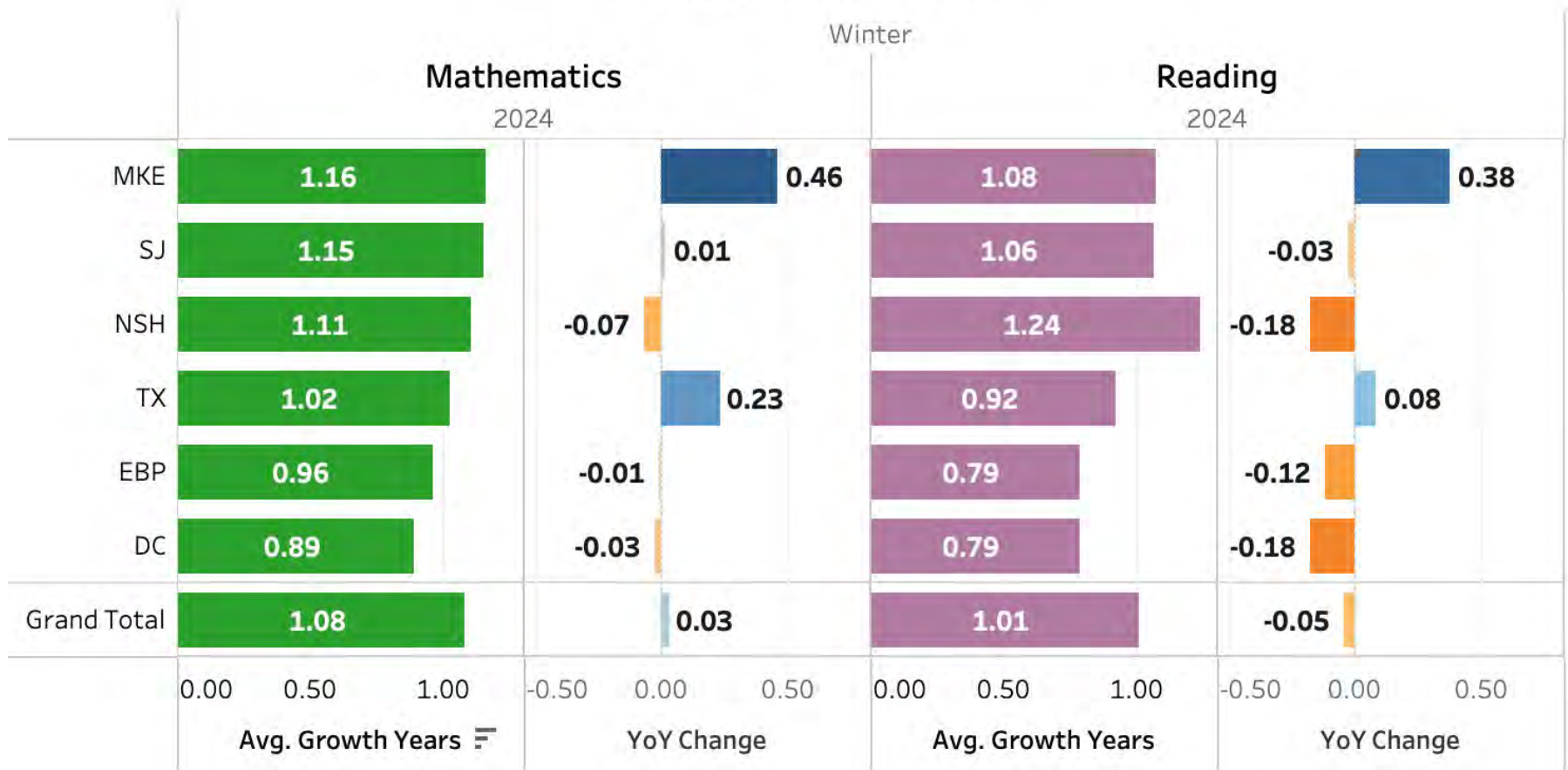
## Fall-to-Winter Avg Growth Years



- Math: Overall growth rate is similar to last year but trends vary by grade
  - Increase in G1 and G5; similar growth rates in rest of grades
- Reading: Most grades trending toward lower rates than last year in all regions
  - Most notable declines in G3 and G4
  - G5 on-track to have higher growth rates
  - Lowest growth generally being driven by upper tiers

# Regional Growth: Fall to Winter Average Growth Years

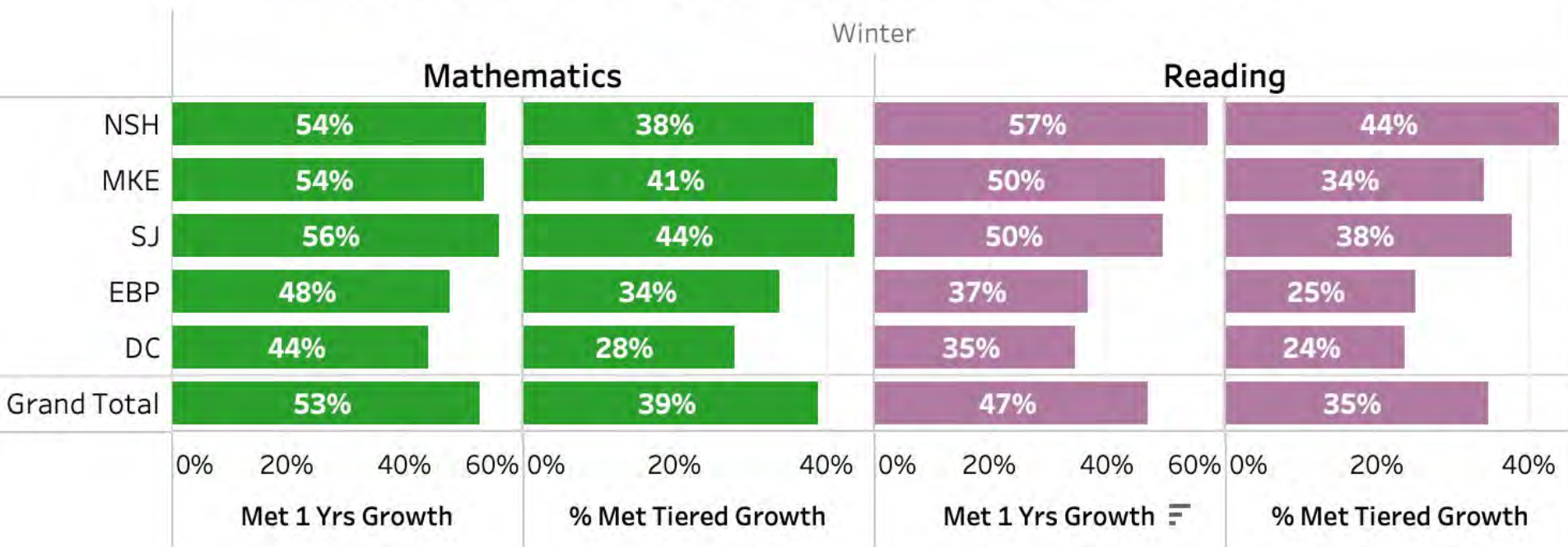
Fall-to-Winter Average Growth Years  
and Change from 2022-23



- NSH decline is partially due to RDCP reduced growth rate from high Y1 rates
- MKE change driven by RSCP
- Deeper program investments in both MKE and TX

Approximately 50% of RPS students are on track to achieve their expected growth based on their fall starting score, but differences across regions

**Fall-to-Winter** % Meeting 1 Year Growth & Tiered Growth Targets

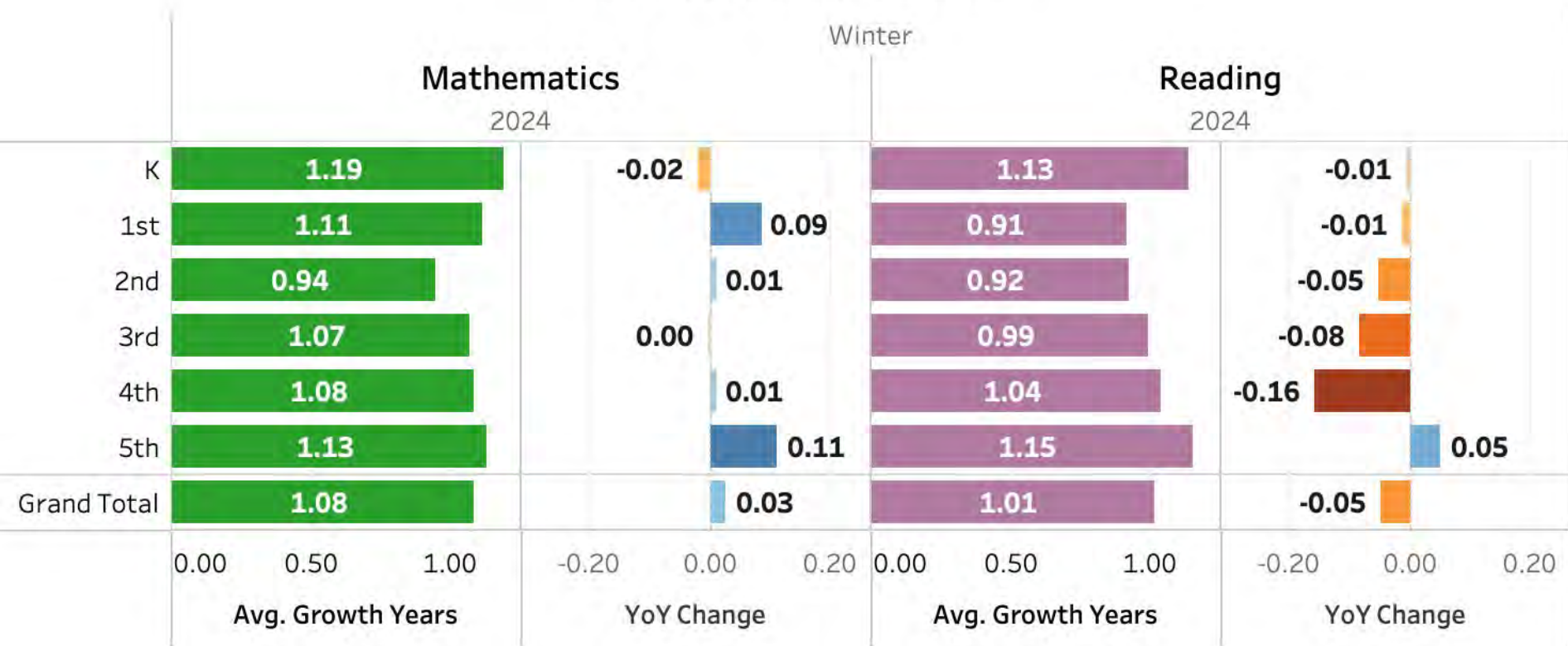


- DC requires further planning and realignment towards core model
- EBP: DoS now serving as interim principal



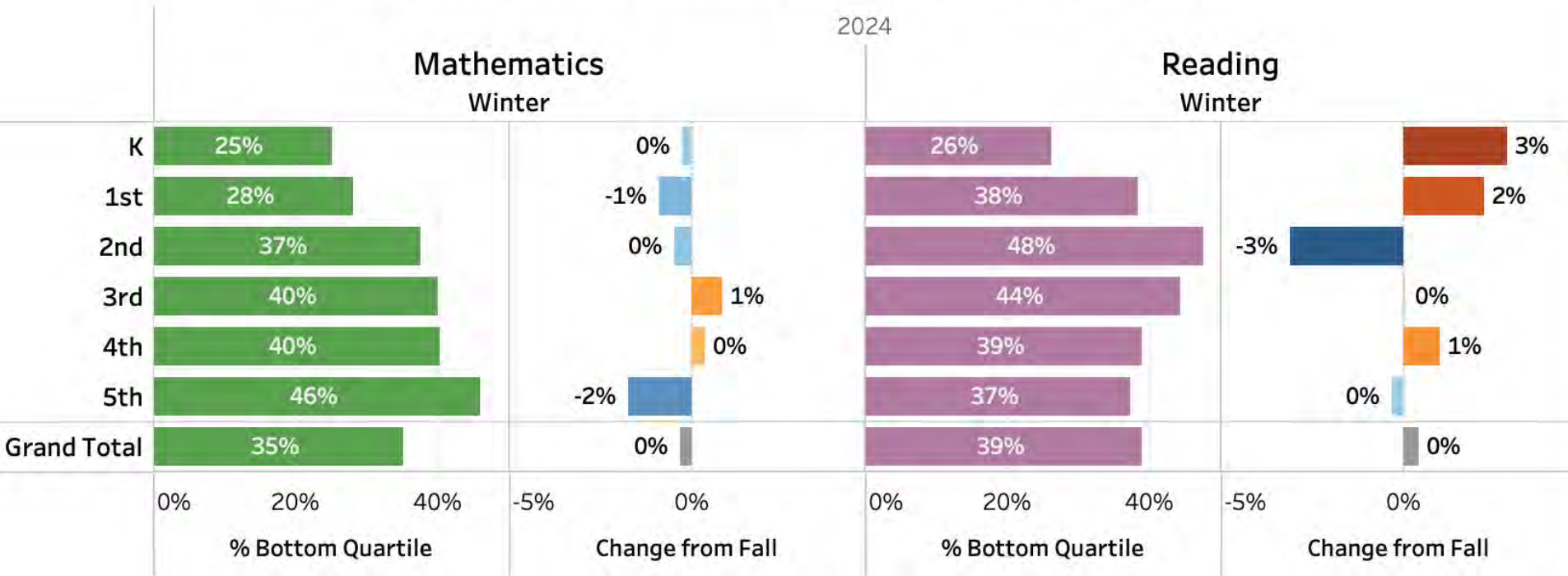
# Grade Level Growth Distribution *G5 is the only Grade with higher growth in both subjects compared to last year*

## Fall-to-Winter Average Growth Years and Change from 2022-23



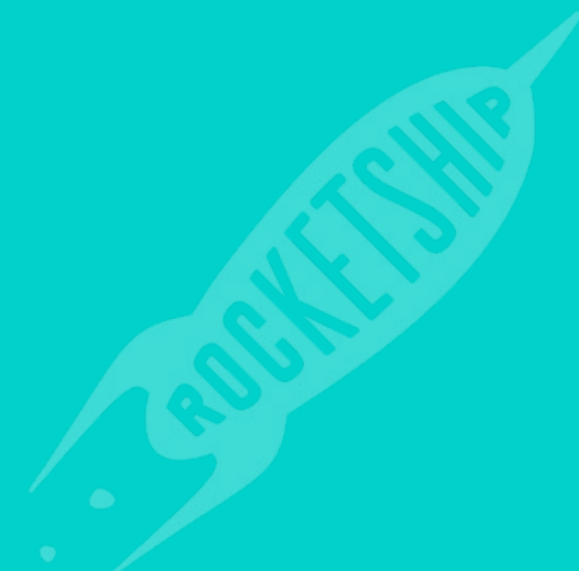
# Bottom Quartile: Decline from fall in Reading G2 but increase in Kinder and G1

2024 Winter NWEA MAP % Below 25th Percentile and Change from Fall



- Relaunching guided reading instruction in all grades for all students
  - Pairing decodables w/ mClass intervention lessons (Rocketization of curriculum) and reading to mastery
- Reading: Adjusting Amplify Skills SSM to differentiate phonics instruction
- Math: Adjusting Eureka SSM to address foundational needs; deleting some units

# 23-24 Mid-Year NWEA Progress to Date



# Progress from Winter to Present

- **CA**

- Increased % of students on track for EoY DIBELS goal by 16% since winter
  - G5: 48% of students on track to meet EoY DIBELS goal
- Additional small group intervention underway at 2 schools
- Math performance in K-2 increased from past modules; proficiency rates range from ~55% to 75%
- STP in G3-5 reveals large gaps in foundational math; adjusting SSM to address gaps
- Week of 3/4, kicking off aspiring principal and spring planning series to set a strong 24.25 foundation
  - CA welcomes DC principals today (3/6)

- **MKE**

- Doubled the percent of students who are making progress on mClass intervention (25% to 50%)
- G4 and G5: Recent integrated unit assessment strongest ever @ RSCP
  - G4: 0% to 13% proficient; 29% to 74% approaching
  - G5: 9% to 48% proficient
- Substantial increase in lower math, w/ average proficiency in 70s.
- Multiple vacancies at RTP, and only 1 SL at RSCP, and continued teacher absences
- Investing in DoS



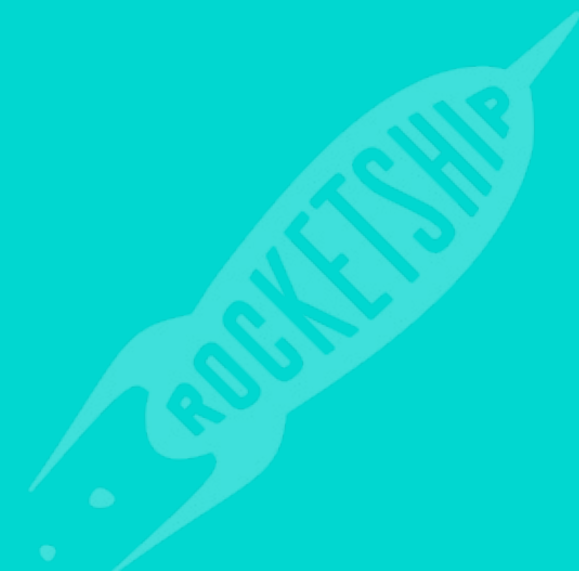


# Progress from Winter to Present

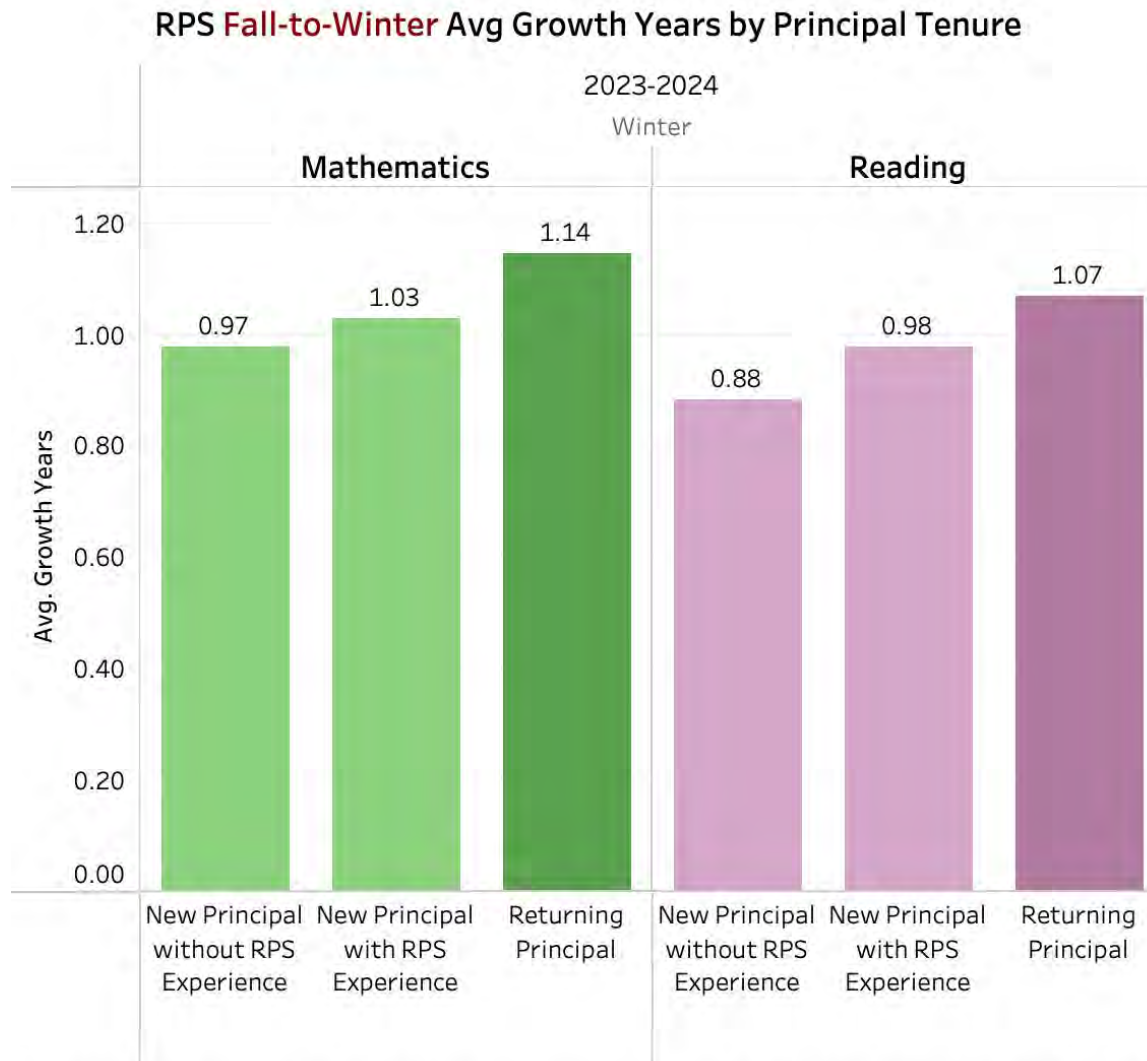
- TX
  - As of 3/1, 64% of student data collected for interim reading assessment
  - G3: 17% of students moved from DNM to Approaches; doubled from winter, and increased Meets/ Masters by 2%
  - 14% of students moved from DNM to Approaches (G4), but decreased overall mastery by 6%
  - Identified focus students, and reviewing data weekly to identify key instructional pivots for week ahead
- TN
  - Reduced % of students reading at WBB by 22%
  - TN schools lead the way with above average growth or better for students in WBB or BB reading levels, and significantly above national norm
  - STP, Math reveals ~53% of students across G3-5 not proficient; identifying next steps and focus students
- DC
  - Intensive support plan in place
  - Identified ~55 focus students/ campus
  - Weekly data meetings to begin 3/8 to review student performance and next steps for week ahead



# 23-24 Mid-Year NWEA Data and Response: NWEA and Staff Tenure



# Stronger growth for new principals with and without RPS experience than last year

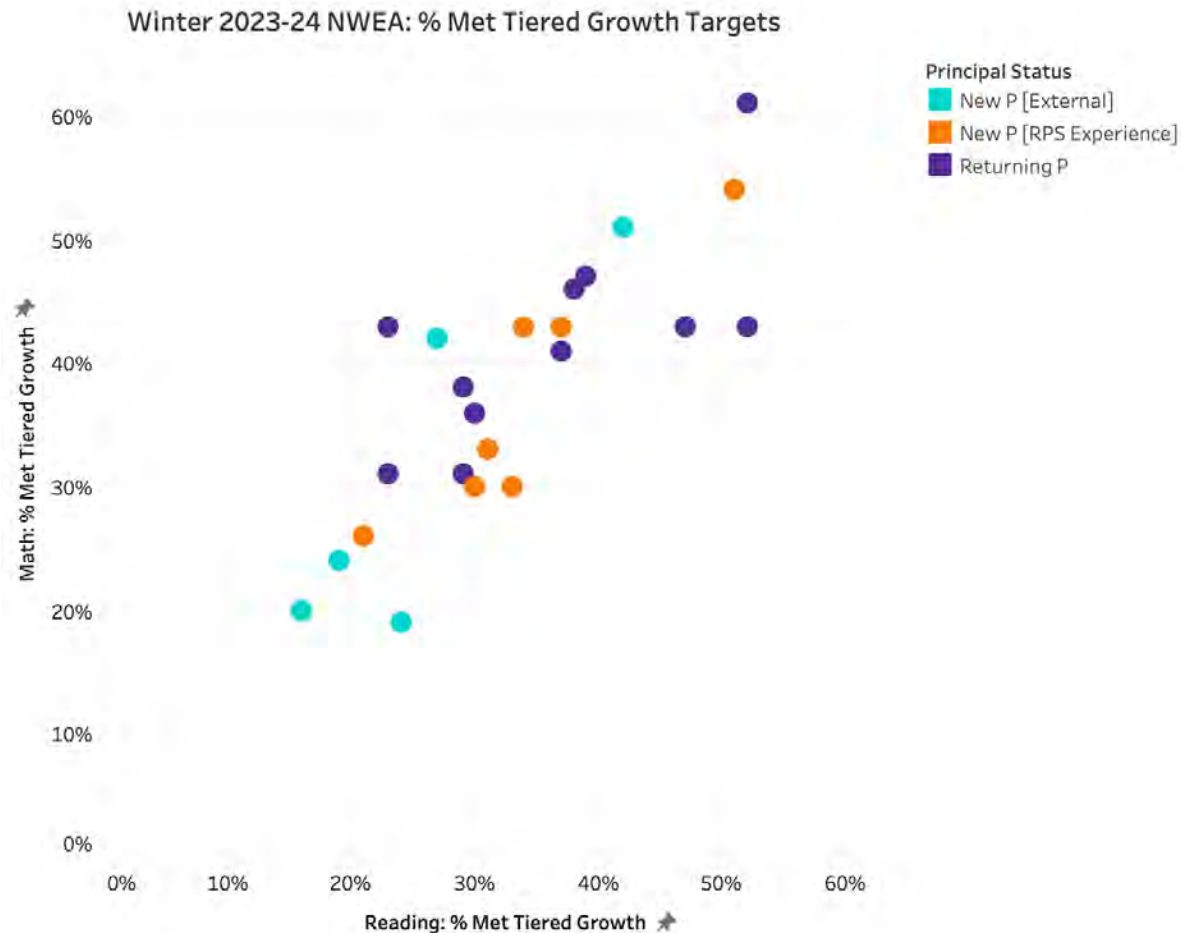


- Returning principals continue to drive strongest performance
- Principals participating in New Principal Cohort, launched in 23.24 SY, experiencing stronger gains than non-participants
- Launched principal mentor | mentee program in 2nd semester
- Working w/ talent to identify opportunities for retention

Returning principals include all principals who were in the role on the same campus for the full year of SY22-23

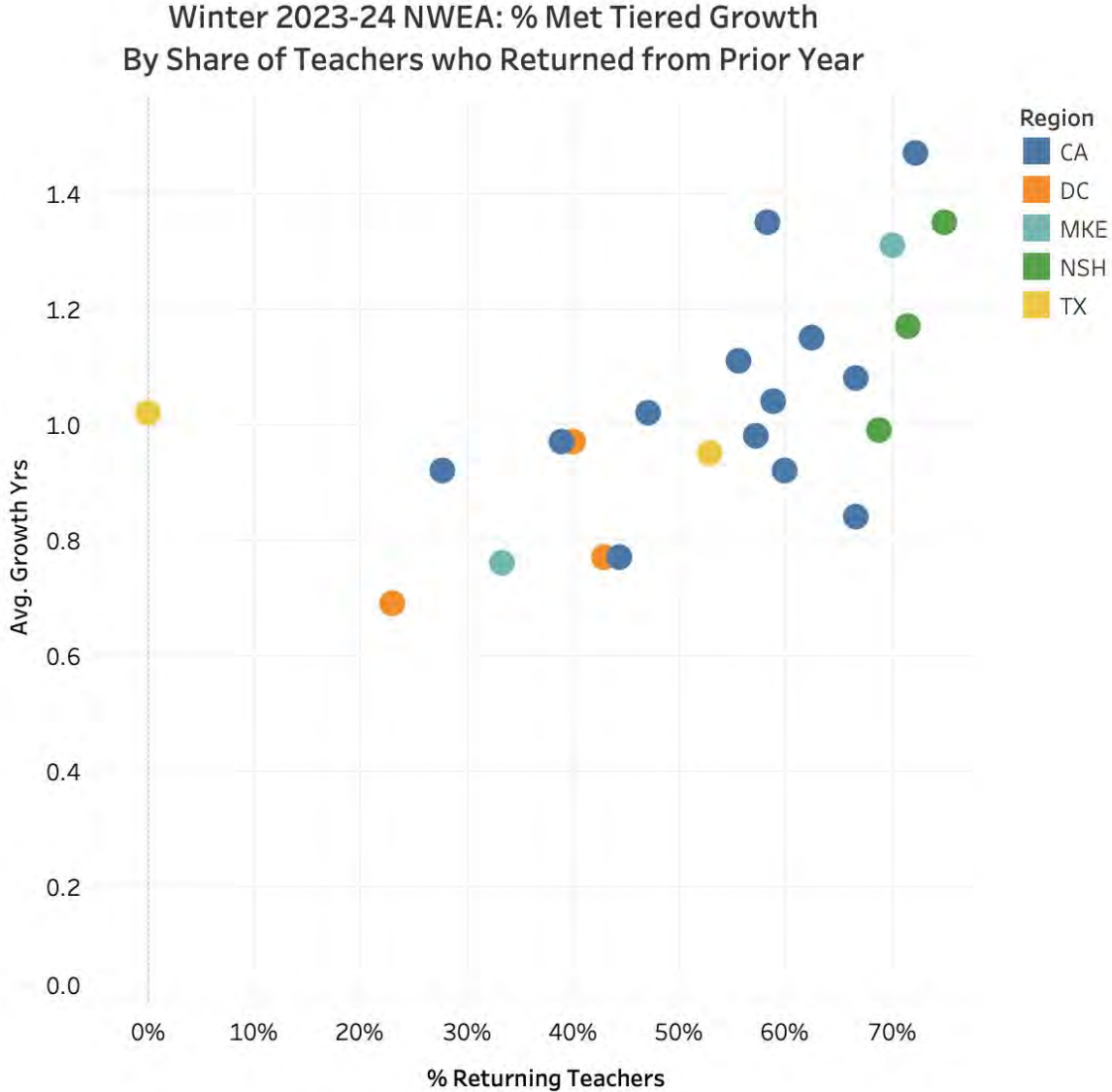


# Returning Principal, New Principal (RPS), New Principal (External) and % Meeting Tiered Growth



- Returning principals generally driving stronger tiered growth performance on
- New external principals have lowest growth
  - RSCP growth driven by regional and national partnership (P vacancy)
- Partnering with talent to improve longer term retention *and* further differentiate new principal development (+ encourage participation)

# % Returning Teachers vs Avg Growth: Teacher tenure matters



# More years in role enable stronger academic results

- **Principal Tenure Strategies**

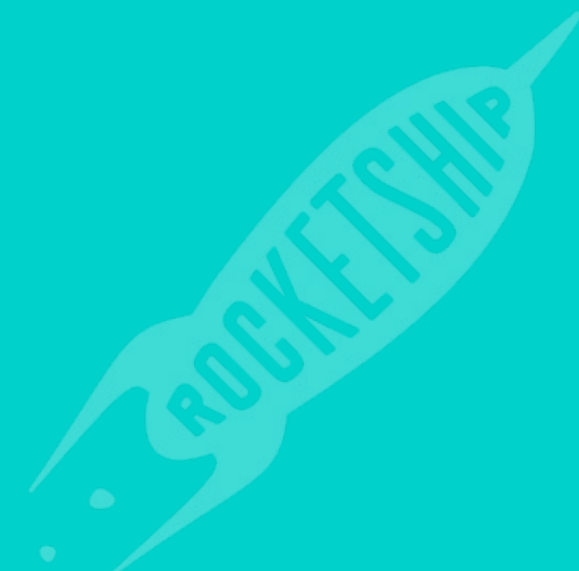
- Continuing new principal cohort professional learning
  - 67% of participants with schools making above average growth on DIBELS for WBB and BB students
  - 6.4 average MFS score for participants vs. 5.2 average MFS for nonparticipants
  - 40% of participants averaging high growth/ high absolutes on Winter NWEA
  - 30% of participants averaging high growth/ low absolutes
  - 86% of new principal non-participants averaging low growth, low absolutes schoolwide (vs. 30% of participants)
- Launching principal in residence onboarding (DC) this spring, with 2 week residencies in high performing schools
- Principal mentor | mentee program underway, with mentor requirement of 6+ MFS and high growth and/or high absolute student performance

- **Teacher Tenure Strategies**

- Performance Pay & Retention Bonuses
- Rising Leaders & Rising Specialist Programs
- Teacher Professional Development Fund
- Latinos for Education Fellowship
- Career Pathways & Partnerships with Reach, Rivet, Alverno & WGU
- Credentialing Support including Paid Time Off & Test Reimbursement
- LinkedIn Learning & DEI Training



# Staff Satisfaction/DEI Survey Results



# Staff Experience and DEI Survey Question Overview

## Organizational Culture

*Passion and commitment to Rocketship's mission  
Recommend Rocketship as a great place to work  
Experience in career development, enablement,  
and retention planning*

## Team Culture

*Enjoyment of day-to-day work  
Connection to work and team  
Feelings of recognition and effectiveness of  
communication systems*

## DEI Strategy & Experience

*Awareness of and impact of Rocketship's DEI  
strategy  
Individual experiences with DEI, bias, and  
microaggressions at Rocketship  
Culture awareness*

## Organizational Priority

*22-23 organizational priority asked for additional  
feedback on Rocketship's compensation and  
benefits to inform planning for 23-24 and beyond.*





# Staff Survey Updates for 23-24

**Nest team performance integration:** Integrated feedback for NeST teams to support organizational feedback loops and team effectiveness.

- NeST and SLs share feedback on 1) quality of work, 2) collaborative spirit, 3) reliability and timeliness, 4) overall net promoter

**Rating scale update:** We moved from a 1-7 rating scale to a 0-10 rating scale.

- Aligns to our organizational focus on measuring a net promoter score for staff engagement.
- Opportunity to measure Rocketship feedback toward industry benchmarks

**Organizational priority questions:**

- Continued focus on feedback on total rewards approach and benefits (added in 22-23)
- Bolstered questions related to talent development, career pathways, and skill building in alignment with 5-year plan focus.

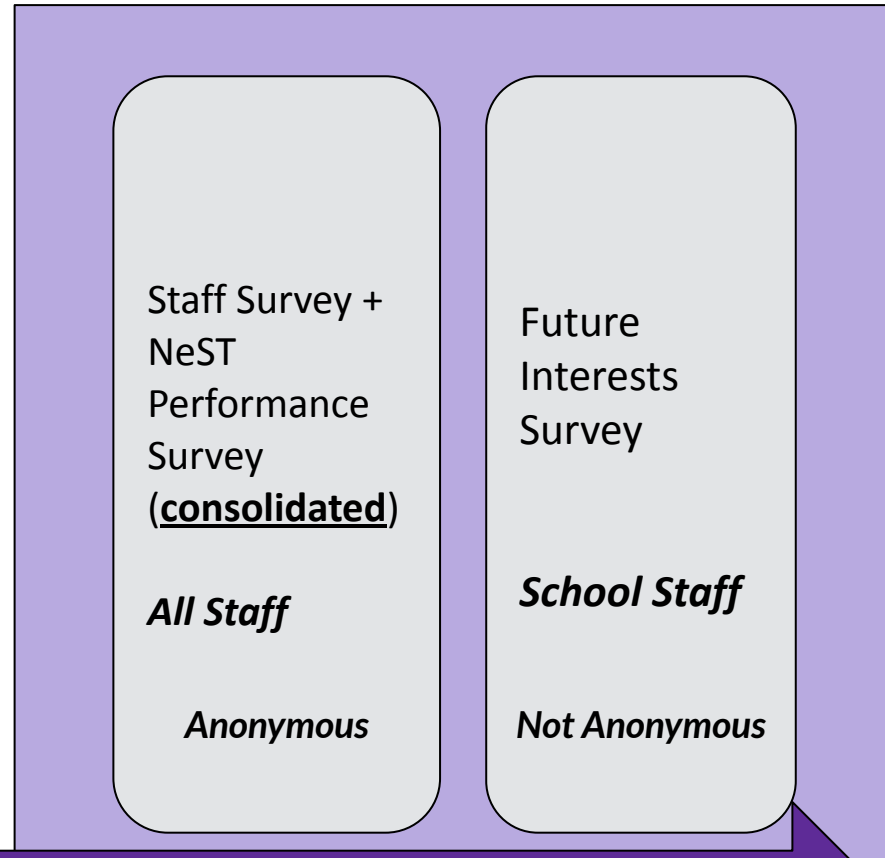
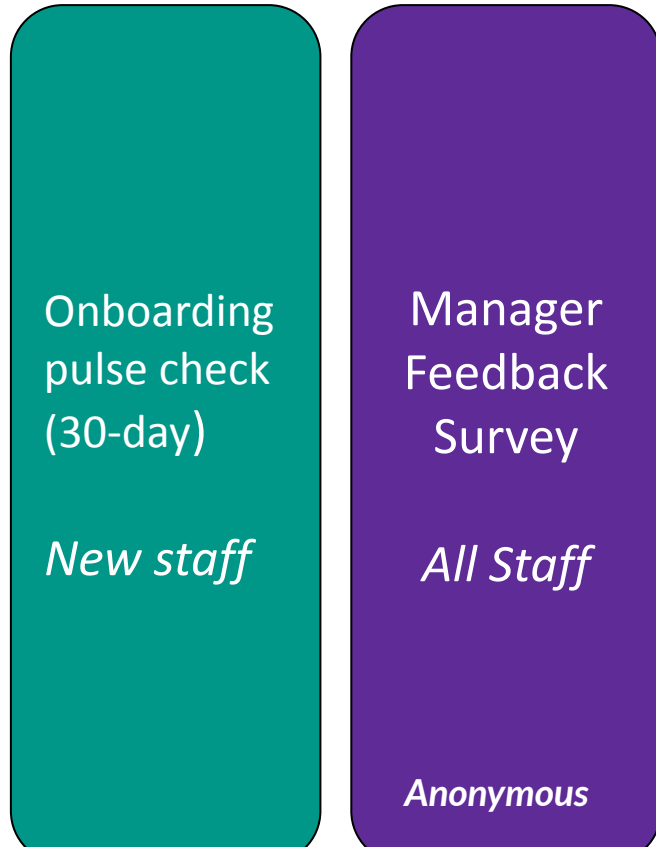


Talent recommends we move to consolidate some of our annual staff surveys and add an onboarding pulse check

2023-2024 Survey Plan

Fall 2023

Winter 2024



Exit surveys, Brown Bags, Manager 1:1s



Year 2: 24-25 and beyond

# Talent recommends in 24-25 and beyond we consolidate primary staff surveys in our winter window

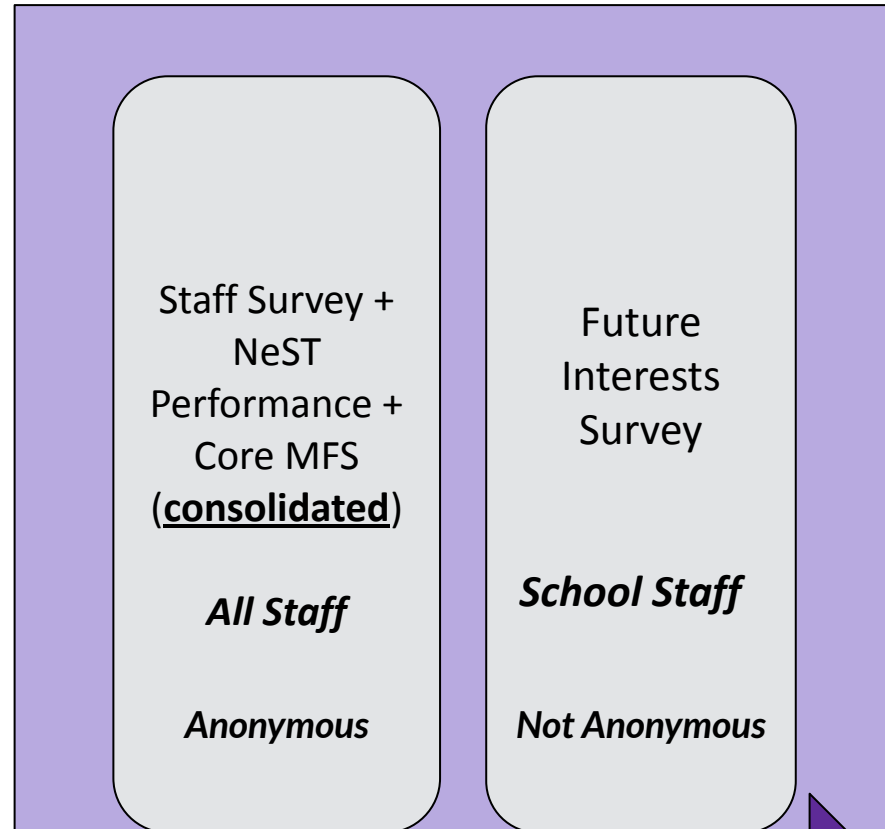
## 2024-2025 Survey Plan

*Fall 2024*

Onboarding  
30-60-90  
*New staff*

BOY pulse  
check  
*All staff*

*Winter 2025*

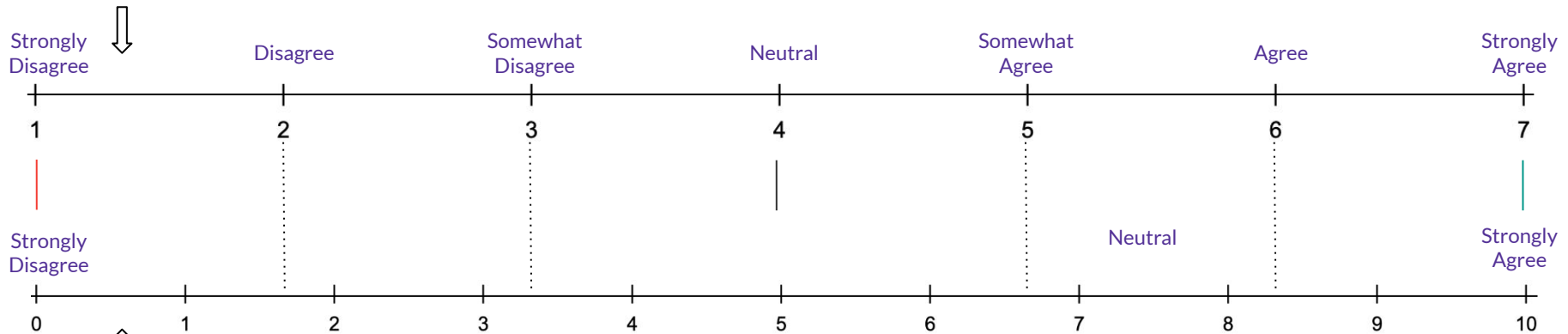


Onboarding surveys, Pulse surveys, Exit surveys, Brown Bags, Manager 1:1s



# Staff Survey Rating Scale Adjustment

## Previous Rating Scale



## New Rating Scale

Want to estimate a former score with our new scale?

Use the following formula:  $(\text{former score} - 1) \times 1.67$

Example: My team's average score on the core questions last year was 5.4. Where would that land on our new 11-point scale?

$$(5.4 - 1) \times 1.67 = 7.348$$

Talent will provide schools with Tableau visuals to see historical data with rating scale translations

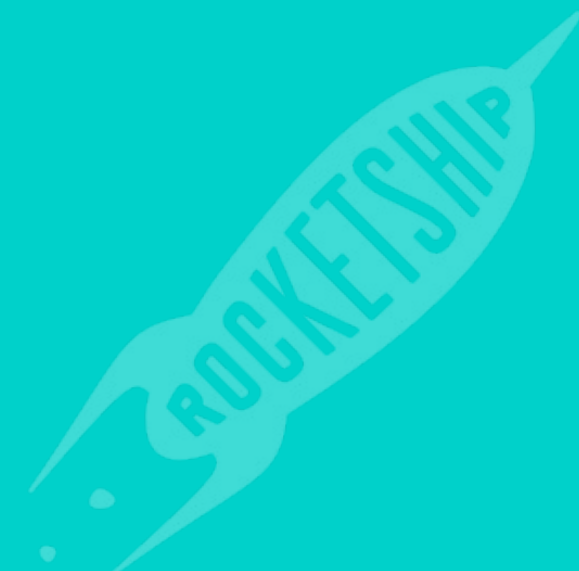


# Timeline and Action Planning Approach

School and NeST Team Staff Survey Debrief Process	
Jan 4 - 22nd	Survey open
Monday, Feb 5th - Tuesday, February 6th	Summary of <b>Staff Survey Results and Future Interest Survey (FIS) Results to NET</b> . Individual NeST Team and school survey reports and action plan templates shared with NET
February 9th	Talent shares <b>Staff Survey and FIS school reports and Future Interests Survey results</b> with Principals NET cascades <b>Staff Survey and FIS NeST reports</b> to NeST team leads
Week of February 12th	Share <b>NeST Team Feedback</b> reports shared with NET.
By February 23rd	School leadership team + DoS debrief survey results / NET lead and team-level managers debrief survey results
February 26th	NET / Talent debrief on the Staff Survey and Future Interests Survey
By March 1st	School staff/Nest Teams debrief and action plan template due
March 7th	National Board Presentation
Week of April 22nd	Spring Pulse Check Survey

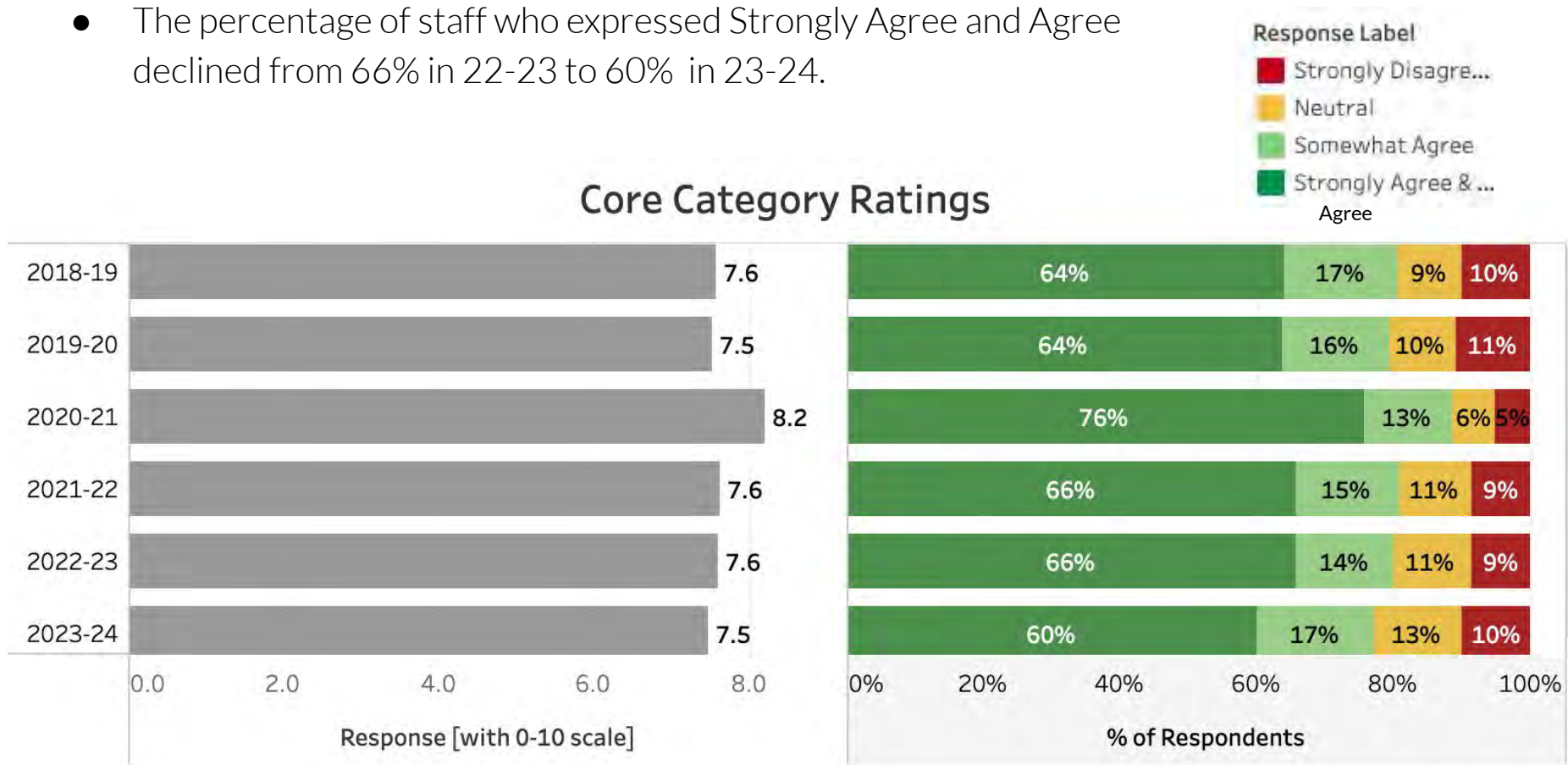


# Staff Experience & DEI Survey Overview



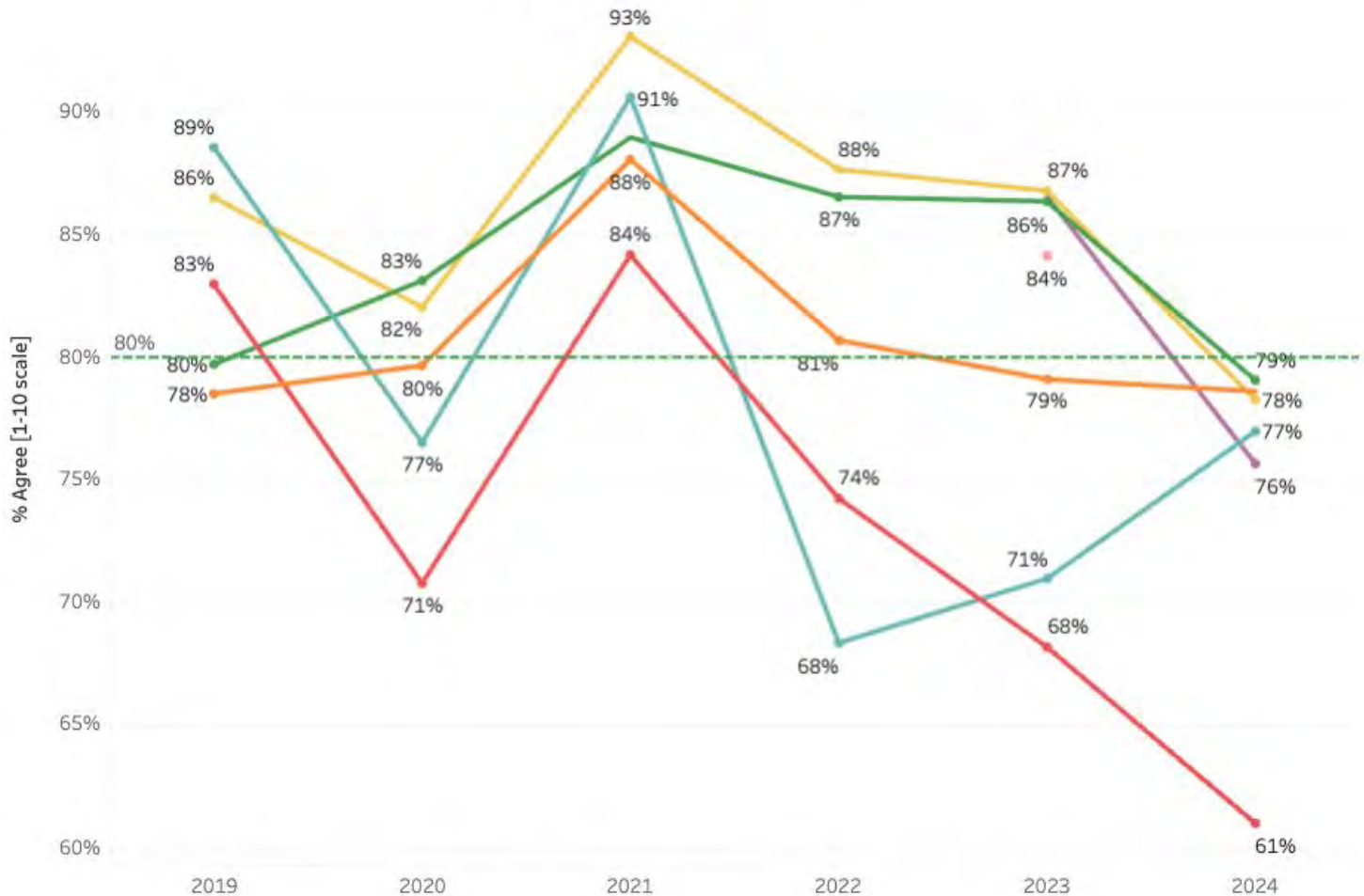
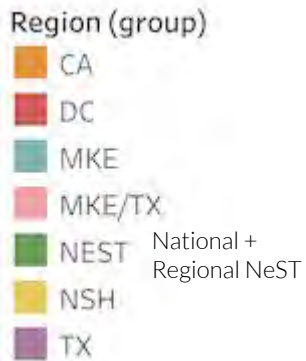
# Network Overview: Staff Satisfaction January 2024

- **Rocketship overall staff satisfaction decreased slightly from 2023 to 2024** – down by 0.1 overall in our core survey areas of team and organizational culture, DEI Strategy and Experience.
- The percentage of staff who expressed Strongly Agree and Agree declined from 66% in 22-23 to 60% in 23-24.



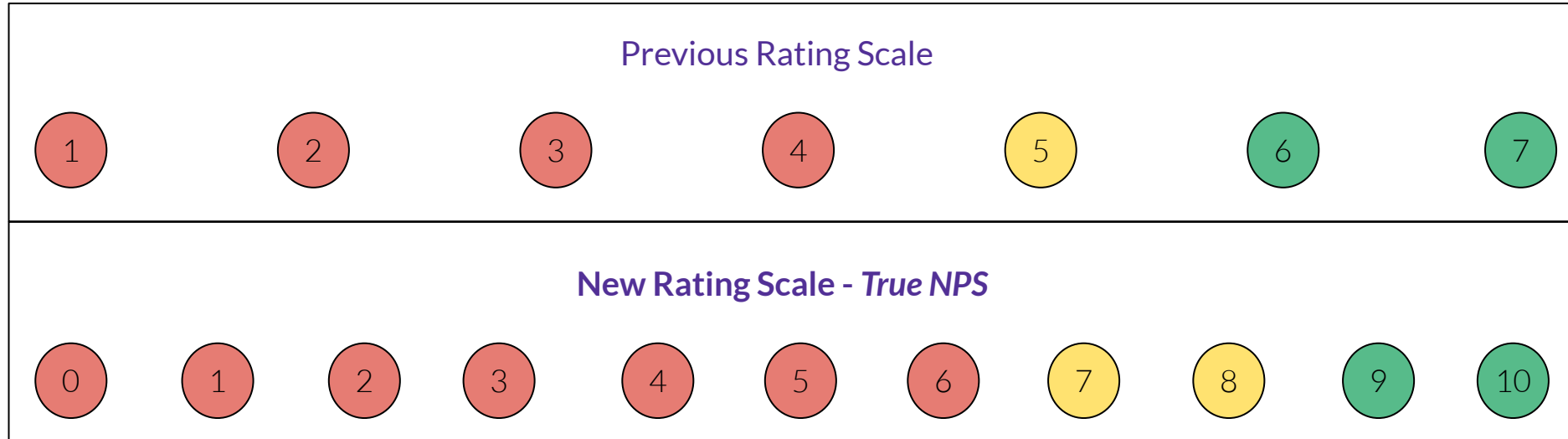
# Satisfaction by Region

- Satisfaction decreased in all regions from 2023 to 2024. No region met our goal of 80% staff satisfaction overall.
- **NeST (79%), CA (79%), and NSH (78%)** demonstrated the highest agreement of all regions. **MKE** continued a two-year trend of increasing satisfaction.





# Rating Scale Adjustment - Employee NPS (eNPS)



**Detractors**

**Passives**

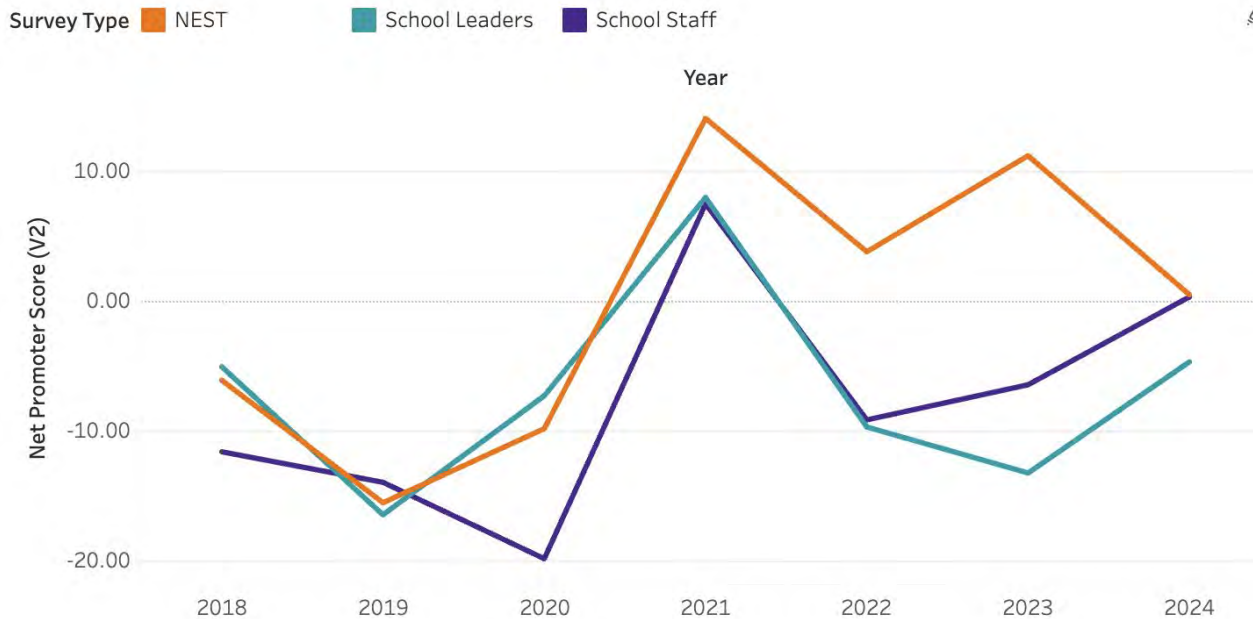
**Promoters**

**% of promoters (9 and 10 score) - % of detractors (0-6 score) = NPS score**



# Net Promoter - 2024 True NPS Calculation Baseline

- **Rocketship's eNPS is -0.1** out of a scale of - 100 to 100. Our net promoter score is on a three-year upward trend – up from -6.9 in 2021-2022.



School Year 0-10 NPS

School Year	0-10 NPS
2017-18	-10.20
2018-19	-14.51
2019-20	-16.97
2020-21	8.84
2021-22	-6.92
2022-23	-3.95
2023-24	-0.10

# Proposed 5-year plan goal: eNPS

- eNPS by region ranged from -28 (DC) to +19 (NSH).
- The proposed goal is for the network-wide eNPS to reach **30** over the next four years.

	23-24 Baseline / Year 1	Year-5 Goal
Network	-0.1	30
CA	-2.5	30
DC	-28.2	30
MKE	17.0	30
NSH	19.3	30
TX	-1.4	30
NeST	0.5	30



## Net Promoter Score Follow-Up Question (Promoters)

*“Please share any additional context about why you recommend Rocketship as a great place to work.”*

School Model Organization DEI Support Leadership  
General Communication Culture  
Advancement Benefits School Culture  
Positive Culture Equity  
Sustainability Feeling Heard/Valued  
Professional Development Collaboration  
Salary Resources

# Net Promoter Score Follow-Up Question (Passives and Detractors)

*“What would it take to recommend Rocketship as a great place to work?”*

Culture Collaboration  
School Culture Benefits <sup>DEI</sup> <sub>Credentiaing</sub> School Model  
Equity Feeling Heard/Valued Professional Development  
Support **Sustainability** Curriculum  
Evaluations Mental Health  
Operations  
Salary Leadership Communication  
Student Concerns Training General Organization  
Advancement Resources  
Positive Culture



## Wins: Highest Scores for Promoters and Detractors

- Both promoters and detractors shared positive feedback for areas related to **passion for Rocketship's mission** and **connectedness to their team / community**.

Prompt	Promoter Avg Score	Detractor Avg Score
"I'm passionate about Rocketship's mission and values."	9.6	8.0
"I have established strong relationships at Rocketship."	9.2	7.6
"The people around me are committed to doing excellent work."	9.2	7.4

## Deep Dive: Promoters who are planning to stay

- Promoters who plan to stay at Rocketship next year and beyond showed the strongest agreement in areas related to the **Rocketship mission**, their **impact**, and their **peers**.
- Promoters who plan to stay next year and beyond had the least agreement in **sustainability** and **communication**.

### Highest and Lowest Scoring Questions for Promoters Planning to Stay

Category	Question (group)	Promot..
Organizational Culture	I am proud to tell people that I work at Rocketship Public Schools.	9.6
	I'd recommend Rocketship as a great place to work.	9.6
	I'm passionate about Rocketship's mission and values.	9.6
	I feel I make a difference here.	9.4
	I have the flexibility needed to balance my work and personal needs.	8.5
	Network communication structures and practices provide me with timely and rel	8.5
	My work schedule allows me to achieve a healthy work/life balance.	8.4
Team Culture	I have established strong relationships at Rocketship.	9.2
	I enjoy my day-to-day work.	9.2
	The people around me are committed to doing excellent work.	9.2
	I receive recognition or praise for my accomplishments.	8.8
	School/NeST leadership and staff communicate effectively with each other	8.8



## Deep Dive: Detractors who are planning to stay

- Detractors who plan to stay at Rocketship next year and beyond showed the strongest agreement in areas related to the **Rocketship mission** and satisfaction with their **immediate manager and team** (*manager/mentor encourages development, strong relationships, people around me doing excellent work*).
- Detractors planning to stay showed lowest agreement in areas related to **communication and ways of operating** (*climate of trust, recognition/praise, opinions taken into account*) and **work/life mix**.

### Highest and Lowest Scoring Questions for Detractors Planning to Stay

Category	Question (group)	Detract.. $\bar{x}$
Organizational Culture	I'm passionate about Rocketship's mission and values.	8.0
	Either my manager or a mentor encourages and supports my development.	7.1
	My school/team honors scheduled wellness/rest days.	7.1
	My work schedule allows me to achieve a healthy work/life balance.	5.3
	Network communication structures and practices provide me with timely and relevant i..	5.3
	There is a climate of trust and teamwork across the network.	5.2
	I'd recommend Rocketship as a great place to work.	4.8
Team Culture	I have established strong relationships at Rocketship.	7.6
	The people around me are committed to doing excellent work.	7.4
	I feel that my opinions are taken into account at work.	6.5
	I receive recognition or praise for my accomplishments.	6.5
	School/NeST leadership and staff communicate effectively with each other	5.9



# Net Promoter by Race/Ethnicity

## Net Promoter Score

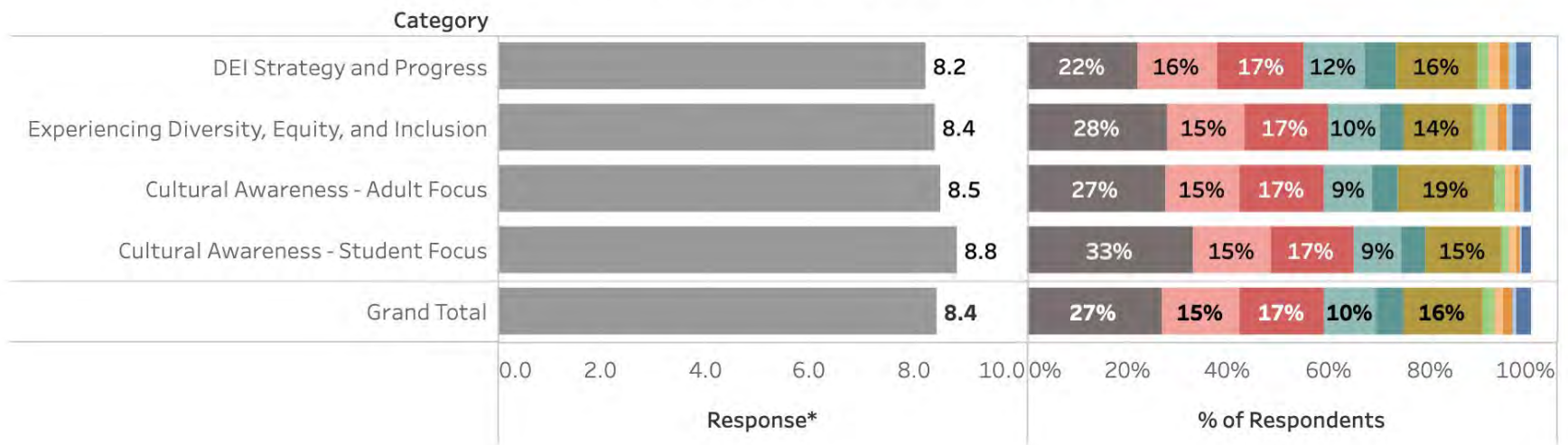
Race/Ethnicity (group)	School Year	% Promoters (V1)	% Promoters (V2)	% Detractors	Net Promoter Score	Net Promoter Score (V2)
American Indian, Native Am..	2023-24	25.0%	25.0%	50.0%	-25.00	-25.00
Asian, Native Hawaiian, or P..	2023-24	29.7%	29.7%	37.5%	-7.81	-7.81
Black or African-American	2023-24	41.4%	41.4%	31.1%	10.25	10.25
Hispanic or Latino	2023-24	42.1%	42.1%	29.8%	12.28	12.28
MENASA (Middle Eastern, N..	2023-24	50.0%	50.0%	50.0%	0.00	0.00
Multiple Selected	2023-24	28.8%	28.8%	28.8%	0.00	0.00
Multiple/Other	2023-24	36.4%	36.4%	45.5%	-9.09	-9.09
Null	2023-24	18.8%	18.8%	44.8%	-26.06	-26.06
White	2023-24	29.9%	29.9%	37.3%	-7.46	-7.46

# DEI Survey: Agreement by Survey Category

- All DEI survey categories are at 70% agreement or higher. This is a decrease from the 22-23 year which DEI survey categories were at 80% except for the Experiencing DEI category. Cultural Awareness-Student Focus category has the highest number of agreement at 78.92%.
- Similar to the past 2 years of survey data, the Experiencing DEI category was one of the lowest levels of agreement (74.69%). However, the current survey shows DEI Strategies and Progress to have the lowest level of agreement (73.30%) based on questions regarding training and self reflection.

## DEI Categories

### 2023-24 Avg Score Ratings and Distributions



# DEI Strategy and Experience: Agreement and YoY Change

- Highest agreement questions are centered in two areas: 1) demonstrating respect for others [“our culture respects individuals and values differences” (**84%**) and “I am treated with respect and feel valued” (**84%**).] 2) inclusivity [I can show up to work as my authentic self (**84%** - this is an increase from last year of 2%)]
- It is notable to mention that we have decreased by 5% around staff reporting they have had to interrupt acts of bias and/or microaggression.
- There are significant decreases the questions “we have training that is connected to our DEI strategy and goals” (-12%) and “I am encouraged to think deeply about race-related topics” -13%.

Category	Question (group)	2023-24	
		% Agree [1-10 scale]	Difference in % Agree..
DEI Strategy and Progress	I am a better practitioner because of our DEI strategy.	68%	-4%
	I am aware of our organization’s DEI strategy and goals.	75%	-8%
	I have started to reflect on how components of DEI impact my work.	77%	-7%
	I know how my role connects to our DEI strategy and goals.	74%	-4%
	Our leaders prioritize DEI.	75%	-4%
	We have training that is connected to our DEI strategy and goals.	70%	-12%
Experiencing Diversity, Equity, and Inclusion	Career advancement is equally accessible for all.	71%	-4%
	I am treated with respect and feel valued at Rocketship.	84%	-2%
	I can show up to work as my authentic self.	84%	2%
	I feel like I belong at this organization.	80%	-2%
	If I feel excluded, Rocketship has systems in place to address the exclusion and ensure it is not repeated.	65%	1%
	In the last year, I have interrupted acts of bias and/or microaggressions.	31%	-5%
	My colleagues invest time to get to know me as a person.	83%	-1%
	Our culture respects individuals and values differences.	84%	-3%
Cultural Awareness - Adult Focus	Our organization recognizes and eliminates exclusion.	75%	-1%
	At my school/On my team, I am encouraged to think more deeply about race-related topics.	66%	-13%
	I am able to participate in and initiate conversations about identity that result in me feeling valued.	73%	-6%
	I am comfortable discussing race-related topics with my colleagues.	78%	-5%
	I am comfortable discussing topics about additional identity markers with my colleagues (e.g., gender, sexual o..	77%	77%
	I have taken an action to increase inclusion as a result of greater cultural awareness.	73%	-7%



# Major Themes for Consideration in 24-25 Orgwide Action Planning

- **Sustainability:**
  - *I have the flexibility needed to balance my work and personal needs*
  - *My work schedule allows me to achieve a healthy work/life balance*
- **DEI - Belonging and DEI Connectedness**
  - *I am aware of our organization's DEI strategy and goals*
  - *We have training that is connected to our DEI strategy and goals.*
  - *In the last year, I have interrupted acts of bias and/or microaggression.*
  - *At my school/On my team, I am encouraged to think more about race-related topics.*
- **Communication and Collaboration:**
  - *There is a climate of trust and teamwork across the network*
  - *Leaders and staff communicate effectively with each other + Network communication structures and practices provide me with timely information*
  - *I feel that my opinions are taken into account at work*
- **Talent Development**
  - *I see a path for me to advance my career in our organization (focus especially for NeST)*
  - *I have the opportunity to grow and elevate my skills at Rocketship*
  - *Career advancement is equally accessible for all*



# Discussion and Next Steps

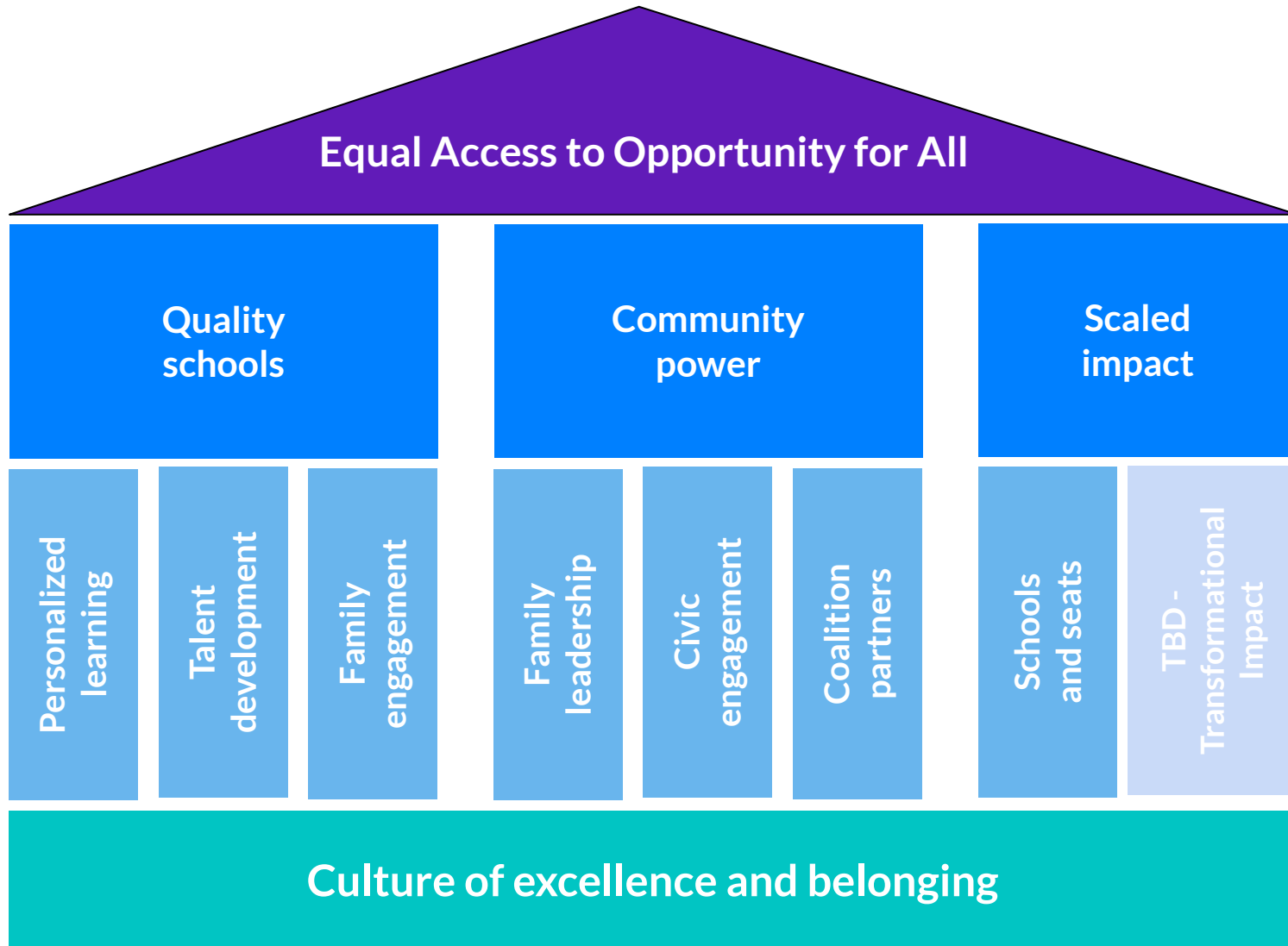
- National Board input on major themes
- NET initiates action planning based on priority themes and area
- Talent to share update and focus areas to staff in March Roundup and Thursday Reflection (April)



# 5 Year Strategic Plan Review & Approval



In August, the board approved our expanded vision and new logic model to guide our next phase of impact.



# Today, our focus is to share with you investment areas that we are prioritizing to implement the strategic plan

## Description

## Initiatives

### Strategic initiatives

Priority areas of core operations to help push faster on the 5-year strategic objectives

- Curriculum adoption and best practices
- Family engagement and community power
- Talent development (instructional)
- Internal communications
- Information systems

### Transformational impact

Opportunity to extend Rocketship's impact by bringing our best practices to students and communities beyond our schools

- Preschool pilots in select regions
- Following talent development initiative, potential for Rocketship University (to be evaluated in Years 4-5)



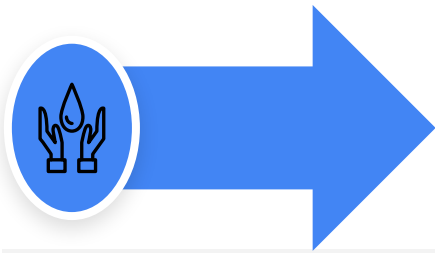


# Strategic initiatives to advance 5-year strategic plan

Initiative	Lever/ Enabler	Initiative Components	Initiative Owner
Curriculum adoption and best practices	Quality	<ul style="list-style-type: none"> <li>Mathematics best practices</li> <li>Early literacy best practices</li> <li>Upper elementary reading curriculum adoption/best practices</li> <li>Science curriculum adoption/best practices</li> </ul>	Program
Family engagement and community power	Quality	<ul style="list-style-type: none"> <li>Family engagement best practices (academic focus)</li> <li>Family civic engagement strategy</li> </ul>	MarCom/ Program
	C Pow		
Talent development (instructional)	Quality	<ul style="list-style-type: none"> <li>Overarching talent vision and teacher-AP-P-DOS pathway strategy</li> <li>New teacher support strategy (including onboarding)</li> <li>Career teacher pathway</li> <li>Potential expansion to Rocketship University in year 4/5</li> </ul>	Talent/ Program
	Scale		
Internal comms	Culture	<ul style="list-style-type: none"> <li>Internal communications as part of employee engagement work to support retention, culture, belonging, and NPS score of 50</li> </ul>	Talent/ MarCom
Information systems	All	<ul style="list-style-type: none"> <li>Build secure information systems and data architecture; continue current system adoptions</li> <li>Launch new integrated system (Workday, HelpCounter, alumni data tracking)</li> </ul>	Strategy



# Initiative Development and Implementation Process

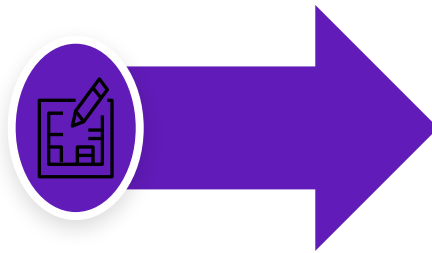


## Proposal/Design

Once initiatives have been identified, **charter development teams develop an initiative charter.**

- Summary of initiative
- Alignment to strategic plan
- 5-year implementation arc with aligned milestones
- Goals
- Staffing needed
- Estimated cost and resources needed to achieve milestones (systems, materials, talent, time)
- Potential challenges

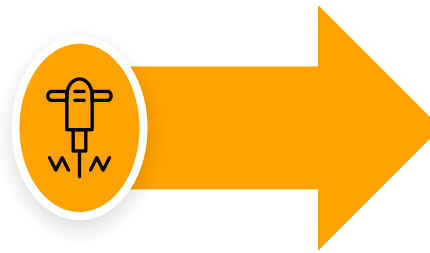
Current stage



## Planning

Once the Board has approved the strategic plan and its initiatives, **initiative owners develop a detailed 5-year implementation plan.**

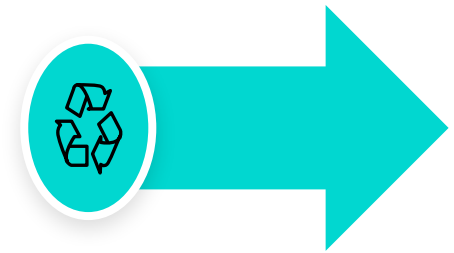
- Activities broken down into specific actions with clear roles assigned, leading and lagging indicators
- High level 3-5 year budget clarifying staffing, operational needs, and high-cost expenses
- Staff and leadership development needed for effective implementation
- Mitigation plan for any potential challenges



## Launch

Once implementation plans are approved by NET, **initiative owners plan and execute launch.**

- Detailed national and regional project plans for launch with a clear timeline of implementation activities, assigned responsibilities, milestones
- All pre-launch activities executed (hiring and onboarding, purchasing, staff development, operational needs, etc)
- Launch



## Continuous Improvement

**Execution of launches is tracked** by monitoring both implementation data, outputs, and outcomes data.

- Regular reviews of implementation data to monitor fidelity of execution.
- Regular reviews of output data to monitor effectiveness of execution.
- Regular monitoring of outcomes to monitor effectiveness of initiative.
- Use monitoring data to refine, realign resources, expand or revisit actions.

# What is an Initiative Charter and what is it used for?

## What is it?

- A **document** that clearly defines the scope, rationale, and other key attributes of the initiative
- An **opportunity** to communicate and align stakeholders around the work and potential inputs needed
- A **reference point** with goals and timelines that the organization can track from/towards

## What is it used for?

- Enables the Leadership and Board to **prioritize or approve** the initiative, relative to others
- Provides the team **clear direction** on what to do and by when and helps the team plan resourcing over time
- Clarifies what the org has prioritized and helps build **stakeholder buy-in and understanding**
- Allows the organization to understand the initiative goals and **track progress**



# Curriculum adoption initiative summary

## Summary of initiative

### We will:

- continue to elevate the **personalized approach and science of teaching reading** for our ELA and Math curriculum
- determine Rocketship's **science programming** and approach
- determine Rocketship's **ELA comprehension** programming and approach

### We will leverage these workstreams to:

- clarify a timeline and process for curriculum adoption, rollout, and ongoing implementation support by NeST for regions.
- maximize and clarify NeST's role and services in all of the above.
- align with regional leadership on
  - what is consistent/core across Rocketship
  - what is supported and not supported by NeST
  - where regions have discretion to make alternative choices and how NeST supports

## Rationale

- RPS is in year 1 of an org-wide adoption of CKLA Skills and Eureka Math. For ELA comprehension, **there are two regions that have not adopted CKLA Knowledge and need to adopt a comprehension curricula moving forward.**
- **All states minus WI test science** in at least one grade, and all are incorporating science outcomes in their school accountability systems. RPS does not have an org-wide approach to science.
- **Currently, there is a lack of clarity at the curricular level about what should be consistently implemented across all regions and what NeST can adequately support** regions to implement.



# Curriculum adoption initiative summary goals

5-year goals  
being  
addressed

## Quality Schools:

- 55% of Rocketeers are on track for success to/thru college.
- 60% of Rocketeers enrolled 3+ years on track in reading for success to/thru college. (67th percentile on NWEA MAP)

Initiative-  
specific  
indicators\*

## Existing OHD/RHD leading indicators

- % mastery Eureka module assessments
- % at benchmark Dibels BOY, MOY, EOY
- % mastery CKLA Skills unit assessments (GK-G2)

## Existing OHD/RHD leading/lagging indicators

- % at NWEA Map Reading 67th %ile
- % at NWEA Map Reading 67th %ile for students enrolled 3+years
- % at NWEA Map Math 67th %ile
- % of Rocketeers meet NWEA Map Math Tiered Growth target
- % of Rocketeers meet NWEA Map Reading Tiered Growth target
- Years growth on NWEA Map Reading
- Years growth on NWEA Map Math

\*New potential OHD/RHD leading indicators may be added to track and monitor implementation of selected curricula.



# Family engagement & community power initiative summary

## Summary of initiative

- **Develop and codify new and best practices around** family leadership and engagement specific to accelerating academic achievement and increasing civic engagement and community power.
- Lay out a process for **piloting new initiative and using data** to identify, elevate, and iterate on best practices.
- Align stakeholders around **core and consistent practices across RPS schools** and determine **how NeST teams will support** implementation of those practices.

## Rationale

*Partnering with families has been a core pillar of the Rocketship model. We will take our nationally-recognized parent power work to the next level to advance academic learning and civic power.*

- While family engagement around academic learning is valued across regions, there is **inconsistency around implementation and a lack of understanding around what is core practice** at Rocketship. As a result, some of the practices are not best practice, and NeST struggles to effectively support implementation.
- As **civic engagement is a new priority** at Rocketship, there are few systems and core practices around increasing family civic engagement and voter registration and participation.



# Family engagement & leadership initiative goals

## 5-year goals being addressed

### Quality Schools:

- 55% of Rocketeers are on track for success to/thru college.
- 60% of Rocketeers enrolled 3+ years on track in reading for success to/thru college. (67th percentile on NWEA MAP)

### Community Power:

- 95% Community Power composite score

## Initiative-specific indicators

### Existing OHD/RHD indicators

- % ADA/ADM - Average Daily Attendance
- % Chronic Absenteeism
- X% of families meet PPH goal
- % Families that check that they engage in at least 3 academic engagement activities on the family survey (fall, spring) - leading only
- % Parent-teacher conference participation
- NPS from fall parent survey
- % Home Visits

### Existing OHD/RHD indicators

- Community Power Index Score
- # Research Meetings (leading only)
- # Actions (rubric to be developed)
- # Schools with a "healthy" POC
- # Journey 1 and 2 leaders
- % of RPS families registered to vote
- % Families reporting they are engaged in civic activities outside of RPS (family survey fall/spring)
- # power relationships formed or evolved

### New OHD/RHD indicators

- May add additional parent leadership/civic engagement indicators as part of CRM launch
- May add civic engagement indicators upon completion of the civic engagement plan

### Add years 3+

- % Staff registered to vote
- % Families who voted in last election
- % Staff who voted in last election



# Internal communications initiative summary

## Summary of initiative

- **Increase employee investment** in Rocketship, **enhance daily experience** for staff, and ultimately **increase retention** through internal communications systems, structures, and messages.
- **Engage employees** - helping them to understand all the supports and resources they have to make their jobs easier, and ultimately help them to buy into our mission even more, thus acting as internal and external ambassadors for Rocketship.

## Rationale

The 2023 staff survey showed need for internal communications.

Team Culture	I enjoy my day-to-day work.	84%	0%
	I have established strong friendships at Rocketship.	89%	1%
	I have the tools and resources to do my job well.	83%	0%
	I receive recognition or praise for my accomplishments.	81%	2%
	My opinions are valued at work.	82%	2%
	School/NeST leadership and staff communicate effectively with each other	76%	4%
	The people around me are committed to doing excellent work.	91%	-1%

**Comment Summary:**

- School staff feel that communication from leaders is often last minute or lacking context on the purpose of the request.
- Desire for more transparency in decision-making and in topics such as compensation and progress in filling open roles.
- Desire from school staff for more opportunities to share input and feedback





# Internal communications initiative goals

5-year goals  
being  
addressed

Culture:

**NPS = 50**

Initiative-  
specific  
indicators

Existing OHD/RHD indicators:

- NPS
- % staff retained
- % staff giving referrals

Staff satisfaction survey key indicators:

- Network communication structures and practices provide me with timely and relevant information
- NeST/School leadership communicate effectively with each other

*\*As part of implementation planning, the internal communications team is developing additional leading indicators to monitor progress against this specific initiative.*



# Systems initiative summary

## Summary

This initiative will build secure information systems and data architecture; continue current system adoptions; and launch additional (e.g. PPH, procurement, etc) and newly integrated system that drives advanced analytics and process automation

- New data cloud platform to support a master and **trusted single data source**
- **Integrate and automate** the processing of system and data access
- Secure both the existing and new data systems with **new data capabilities**
- Establish a data/security/technology cross regional governance committee to **create and align around standards**
- **Rebuild the data-based decision-making** culture of the organization through better tools and training

# Systems initiative goals

## 5-year initiative goals

- New data, technology and security foundation are in place to support org initiatives, regions and teams
- Greater efficiencies and error free access to both systems and data through the integration of systems and automation of data and tasks
- Teams and regions supported through data integration, analysis and outcome requirements
- Staff's data and systems experience improved by creating a more frictionless engagement environment
- Organization and staff usage of data facilitates more strategic decision making and resource allocation

integrate and automate the tracking towards org-wide goals

### Quality Schools

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

### Community Power

Community Power Composite Score of 95%

### Scaled Impact

44,000 Lifetime Rocketeers

Culture of Excellence and Belonging

NPS score of 50



# Talent development initiative summary

## Summary

### This initiative:

- focuses on developing and codifying a vision for a robust talent development pathway for instructional roles - from teacher, to assistant principal, to principal, to director of schools.
- lays out a strategy & process for:
  - aligning evaluations with development resources
  - developing staff within roles over set periods of time, with special focus on onboarding & supporting new-to-role educators during their first year
  - developing staff for future roles through both opt-in pipeline programs, and within overall development SSMs
  - identifying & recruiting staff for pipeline programs including Teacher Residency Programs & Rocketship University partnership
  - identifying & supporting “career teacher” staff with development opportunities specifically focused on long term (5 year +) teachers who wish to stay within the classroom
  - using data to iterate on programming and identify and elevate those best practices.
- aligns teams around programming that should be consistent across all regions and how NeST teams will support implementation.
- assessing current programming practices for efficacy, identify gaps and create solutions.

# Talent development initiative summary

## Rationale

- Addresses the challenge of ensuring a clear and structured progression for educators within Rocketship Public Schools.
- Provides a systematic approach to talent development, fostering professional growth, and ensuring a pool of qualified leaders who can contribute effectively at various levels within the organization.
- Addresses potential gaps in career progression, assists with retaining high quality talent, enhances leadership capabilities, and ultimately contributes to the overall success and effectiveness of the Rocketship Public Schools organization.

This initiative serves as a proof of concept for the possibility later of developing Rocketship University

# Talent development initiative goals

## 5 Year Goals

### Quality Schools

- Overarching talent vision and teacher-AP-P-DOS pathway strategy
- New teacher support strategy (including onboarding)
- Career teacher pathway

## Initiative Specific Goals

### OHD Lagging Indicators

- % of Teachers growing 1-3 or maintaining 4 tier level **(61%)**
- % Teachers who are Tier 3 or 4 **(to be set in the fall)**
- % Staff Retention of Tier 3 and 4 teachers **(80%/90%)**
- % of managers scoring 6.0+ on MFS (NET/SL/AD+) **(76%)**

### Culture

- Net Promoter Score (Race/T/SL/NeST)
- % staff retained YTD (T/SL/NeST)
- % Representative Leadership (NET/SLs/AD+)
- % Representative Leaders Retained (NET/SLs/AD+)

# Scaled Impact



# We have identified and landed on our path towards Scaled and Transformational impact in our 5 Year Plan

## Description

---

### Scaled Impact: Schools & Seats

- Initially go deeper, not wider and especially focus on our Tennessee and Texas regions
- In the next 3-5 years aspire towards opening a new region and continuing to grow our catalytic impact in new regions

### Transformational Impact: Preschool

- Offer 3-year-old and 4-year-old preschool in regions where it is viable financially
- For DC, directly provide PK3 and PK4 to Rocketeers; for CA, become a Head Start provider or find a Head Start partnership

### Transformational Impact: Educator residency program

- Partner with option to build with a teacher training/residency program that results in teaching credential in order to elevate talent in the classroom with REACH or another organization to obtain BA and credential
- Following talent development initiative, potential for Rocketship University (to be evaluated in Years 4-5)



# Transformational Impact: Preschool pilots

## Rationale

- Preschool would allow Rocketship to apply our school management and program best practices to 3 and 4 year olds, enabling them to **enter Kindergarten better prepared**
- It would **add enrollment and strengthen our enrollment pipeline** for our schools, which would support our schools financially

## Approach

We evaluated all Rocketship regions and identified DC and CA as the most viable for preschool. Regional leadership and board are conducting in-depth diligence across the below areas and will bring a recommendation on the path forward.

- Market analysis and consumer preferences
- Competitive positioning
- Value proposition
- High level implementation and program requirements
- Financial viability
- Legal requirements (e.g., staffing ratios, facility requirements)
- Curriculum and school model
- Implementation and operation plans

# Discussion

- **Strategic initiatives:** In your experience across other organizations, what opportunities or pitfalls should we watch out for in implementing these strategic initiatives?
- **Transformational impact:** What other considerations should we dig into as part of the diligence on preschool?

# We are requesting approval of the 5-year Strategic Plan

## Equal Access to Opportunity for All

### Quality Schools

*55% Rocketeers on track for success to and through college*

Personalized learning

Talent development

Family engagement

### Community Power

*Composite score of 95%*

Family leadership

Civic engagement

Coalition partners

### Scaled Impact

*44,000 Lifetime Rocketeers*

Schools and seats

Preschool pilot

Rocketship U (Y4-5)

## Culture of excellence and belonging

*Net promoter score of 50*



# Rocketship Board of Directors Meeting

*The Board is in Closed Session.*



Break



# Rocketship Board of Directors Meeting

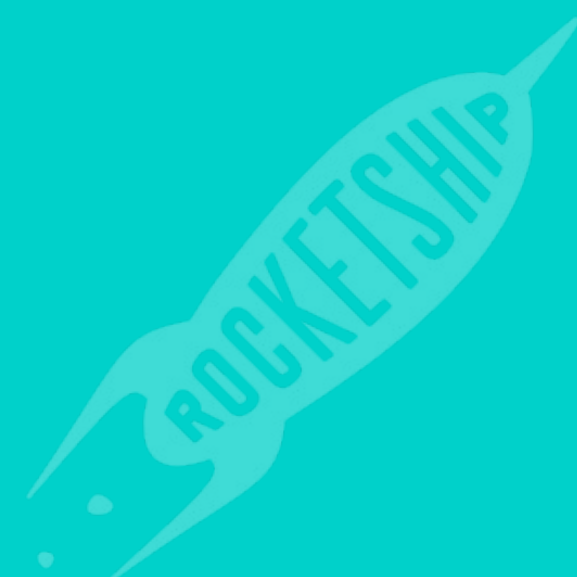
*The Board is on a break and will return shortly.*



# Group Discussion with Bay Area Parent Advisory Board and Parent Leaders

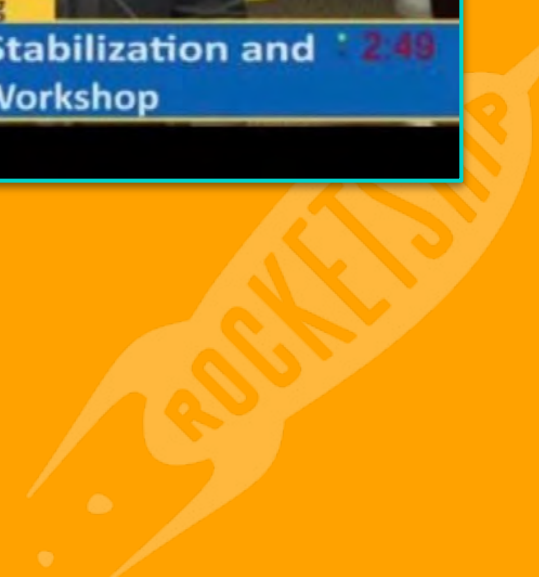


# Delta Families on Board

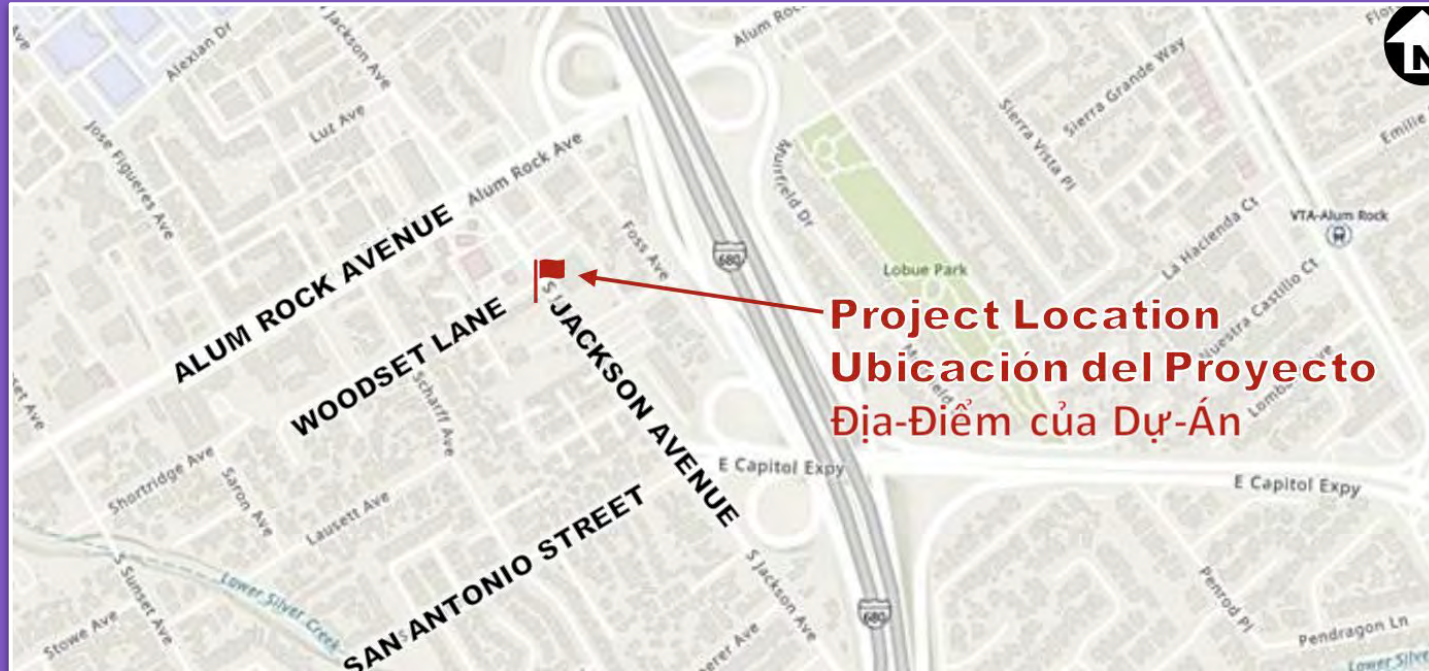




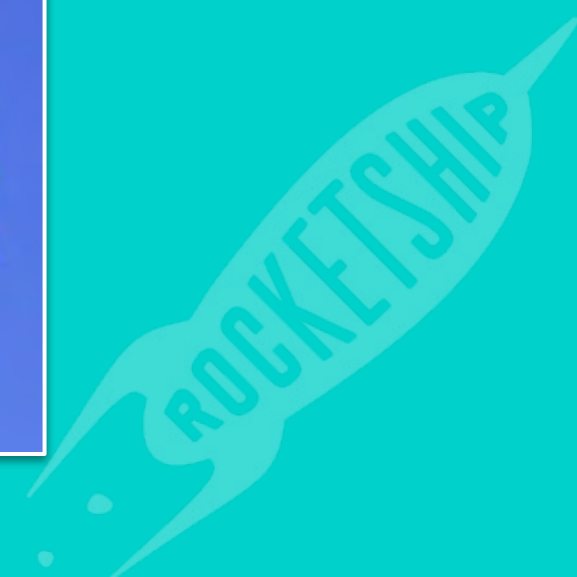
# Rent Control Campaign



# Crosswalk Campaign

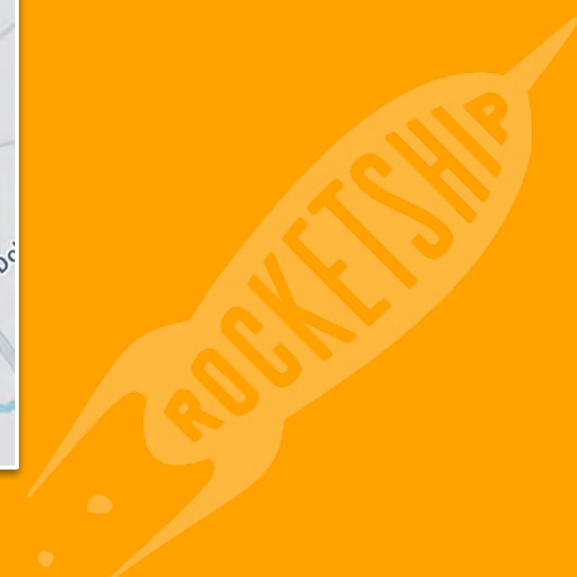
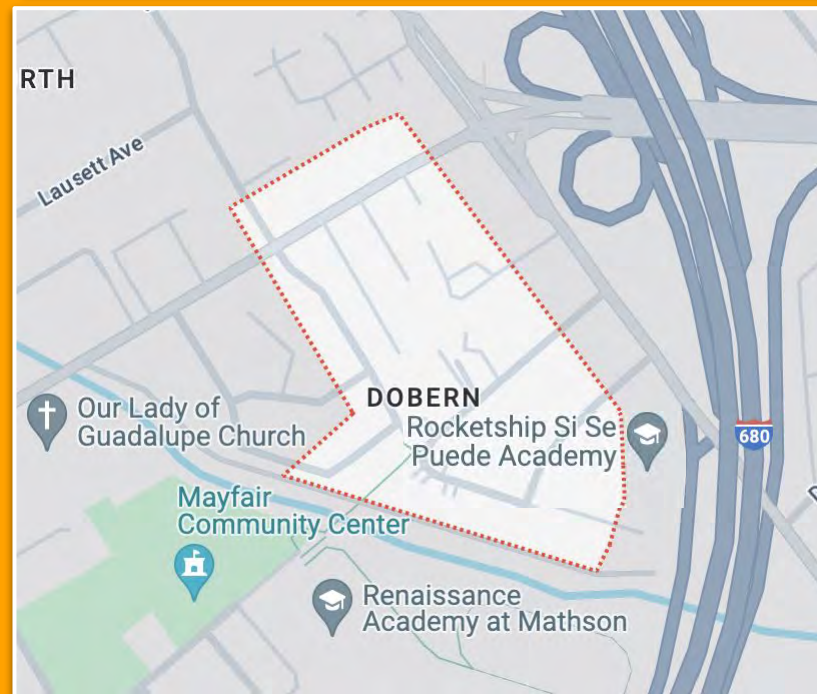


# Crossing Guard Campaign

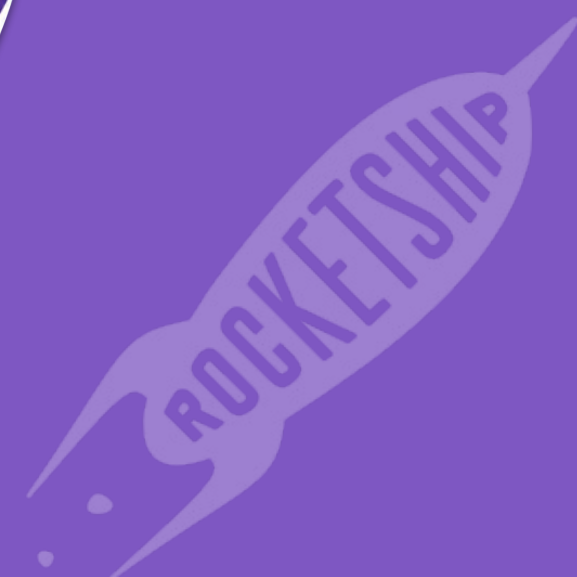




# Neighborhood Association Town Hall



# CLOC Fellowship



# Parent Questions

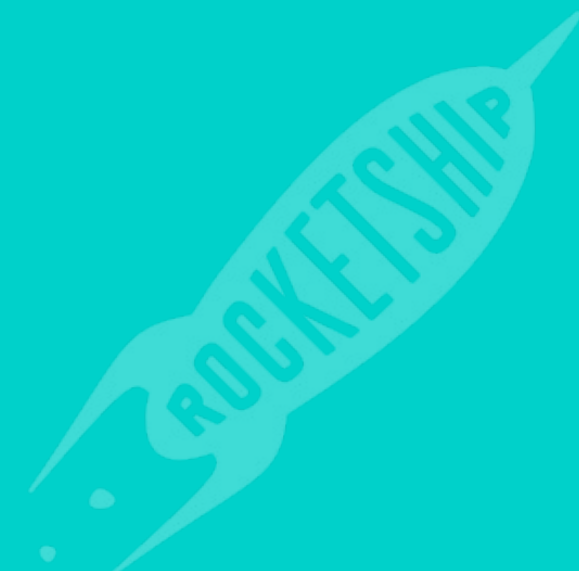
Thank You

Adjourn





# Staff Experience and DEI Survey Appendix



## eNPS Categories and Scale

Grouping	Behaviour
Detractors (0-6)	<p>These employees have major reservations about their role in the organisation. As a result, they actively divest themselves from their work. This disengagement greatly reduces performance, eats at the morale of others, and often creates an unattractive image of the company to the public. There are often clear, common problems, causing disengagement in teams. A manager's focus areas will identify and promote action towards addressing these issues.</p>
Passives (7-8)	<p>While not actively disengaged, these employees are still held back from applying their full-selves at work. Reviewing the engagement feedback of passives often reveals concerns ("It's a great place to work, but...") and is helpful to demonstrate why even though 7s and 8s are positive scores, improvements can be made. Passive employees are often not subpar performers, yet they are typically cruising. Prolonged neglect of issues can lead to passives becoming detractors, as they fall out of touch with the organisation.</p>
Promoters (9-10)	<p>Promoters are highly engaged with the organisation and their role. They approach work with energy, enthusiasm, and resilience. They take it upon themselves to go beyond expectations and to continuously improve how things are done. Internal ambassadors for the business's goals, they boost morale of those around them, while also spreading a positive message to those outside the business. Peakon data has shown that promoters are 3 times more likely to stay with a business over the next three months than detractors.</p>



# Net Promoter - Details by Region and Role Group

## Net Promoter Score

School Year	% Promoters	% Promoters (V2)	% Detractors	0-7 Scale NPS	0-10 NPS
2017-18	50.9%	20.1%	30.3%	20.6%	-10.2%
2018-19	48.6%	19.3%	33.8%	14.9%	-14.5%
2019-20	45.4%	17.1%	34.1%	11.3%	-17.0%
2020-21	64.2%	28.7%	19.8%	44.3%	8.8%
2021-22	53.0%	20.1%	27.0%	26.0%	-6.9%
2022-23	58.3%	22.7%	26.6%	31.7%	-3.9%
2023-24	34.6%	34.6%	34.7%	-0.1%	-0.1%

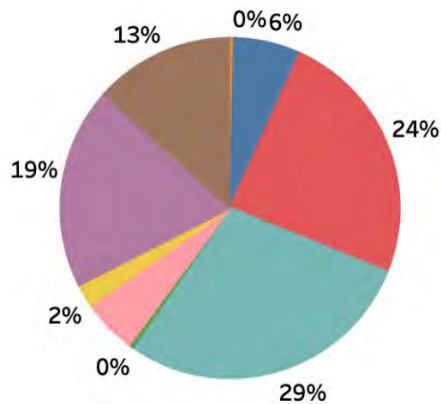
## 2023-24 Net Promoter Score

Region (group)	% Promoters	% Detractors	Net Promoter Score
CA	33.9%	36.4%	-2.5%
DC	24.4%	52.6%	-28.2%
MKE	45.3%	28.3%	17.0%
NEST	30.4%	29.9%	0.5%
NSH	46.2%	26.9%	19.3%
TX	35.2%	36.6%	-1.4%
Grand Total	34.6%	34.7%	-0.1%

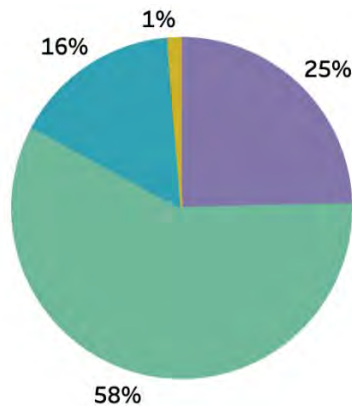
Survey Type	School Year						
	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
NEST	24.5%	16.3%	25.8%	46.6%	42.8%	53.1%	0.5%
School Lead..	23.7%	16.5%	23.2%	51.1%	29.2%	39.8%	-4.7%
School Staff	19.4%	14.3%	6.5%	42.7%	21.7%	25.2%	0.3%
Grand Total	20.6%	14.9%	11.3%	44.3%	26.0%	31.7%	-0.1%

# Respondent Information

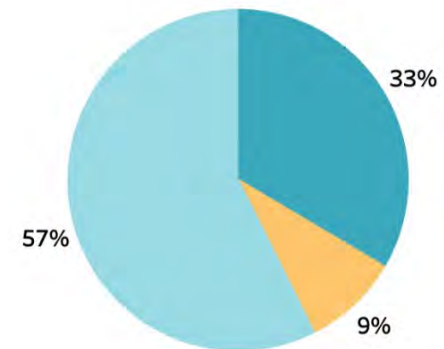
Race/Ethnicity  
RPS Network



Gender  
RPS Network



Sexual Orientation  
RPS Network



**Race/Ethnicity**

- American Indian, Native American, or Alaska Native
- Asian, Native Hawaiian, or Pacific Islander
- Black or African-American
- Hispanic or Latino
- MENASA (Middle Eastern, North African, South Asian)
- Multiple Selected
- Multiple/Other
- Null
- White

**Gender**

- Null
- Female
- Male
- Non-binary

**Sexual Orientation**

- Null
- LGBTQ+
- Not LGBTQ+



# Core Survey - Agreement and YoY Change

- 9 out of 16 organizational culture questions were at our above 80% (strong agreement).
- **Highest agreement questions connect to Rocketship's mission and commitment to excellence** - 92% passionate about our mission and vision, 89% established strong relationships, 88% agree colleagues are committed to excellent work
- Greatest YoY declines in team culture - receive recognition or praise (-5%), opinions are taken into account (-4%)

Category	Question (group)	% Agree	Difference	Difference
		23-24	1-year	2-year
Organizational Culture	Either my manager or a mentor encourages and supports my development.	83%		
	I am confident that our leaders make the right decisions so that organizational transformation an..	77%		
	I am proud to tell people that I work at Rocketship Public Schools.	83%	-2%	1%
	I feel I make a difference here.	87%	-3%	0%
	I feel that I'm growing professionally.	83%		
	I have confidence that Rocketship is making progress toward achieving our mission.	85%	-4%	-3%
	I have the flexibility needed to balance my work and personal needs.	66%	1%	5%
	I have the opportunity to grow and elevate my skills at Rocketship.	81%		
	I regularly feel a sense of accomplishment from what I do.	83%	1%	
	I see a path for me to advance my career in our organization.	70%		
	★ I'm passionate about Rocketship's mission and values.	92%	-2%	-2%
	I'd recommend Rocketship as a great place to work.	75%	2%	2%
	My school/team honors scheduled wellness/rest days.	80%	0%	
	My work schedule allows me to achieve a healthy work/life balance.	62%	4%	
	Network communication structures and practices provide me with timely and relevant information..	69%	-2%	1%
	There is a climate of trust and teamwork across the network.	69%	-3%	-2%
Team Culture	I enjoy my day-to-day work.	82%	-2%	-2%
	I feel that my opinions are taken into account at work.	78%	-4%	-2%
	★ I have established strong relationships at Rocketship.	89%	0%	1%
	I have the right materials and tools to complete my work.	84%	1%	1%
	I receive recognition or praise for my accomplishments.	76%	-5%	-4%
	School/NeST leadership and staff communicate effectively with each other	74%	-2%	2%
	★ The people around me are committed to doing excellent work.	88%	-2%	-3%

# Summary Results by Role Group

- **School Leaders agreement is strong** around team culture and cultural awareness for adults and students.
- Notable increases with strong agreement within the two group around organizational structure (BOM +14%, OM+12%).
- **Principals** had the lowest score overall in DEI Strategy and Progress at **48%**.
- **General Education Teachers** had the least movement from the previous year survey.

Role (group)	Organizational Culture 2023-24		Team Culture 2023-24		DEI Strategy and Progress 2023-24		Experiencing Diversity, Equity, and Inclusion 2023-24		Cultural Awareness - Adult Focus 2023-24		Cultural Awareness - Student Focus 2023-24	
	% Agree [1-10 scale]	Difference in % Agree..	% Agree [1-10 scale]	Difference in % Agree..	% Agree [1-10 scale]	Difference in % Agree..	% Agree [1-10 scale]	Difference in % Agree..	% Agree [1-10 scale]	Difference in % Agree..	% Agree [1-10 scale]	Difference in % Agree..
AP	79%	1%	88%	-4%	66%	-10%	81%	1%	92%	9%	93%	3%
BOM	83%	14%	89%	12%	72%	-10%	77%	2%	86%	7%	91%	6%
OM	86%	12%	91%	7%	86%	8%	84%	3%	79%	-7%	85%	4%
Principal	72%	-11%	90%	-8%	48%	-38%	82%	-3%	88%	8%	85%	-5%
General Education Teacher	71%	2%	78%	-2%	72%	-6%	72%	0%	74%	-4%	81%	-7%
Instructional Support	78%	-1%	81%	-1%	76%	-4%	73%	0%	68%	-12%	78%	-8%
ISE School Staff	82%	8%	83%	3%	79%	0%	79%	8%	76%	-1%	80%	-3%
Ops Staff	79%	-9%	80%	-6%	70%	-14%	71%	-11%	61%	-18%	67%	-19%

# Network Core Survey Staff Satisfaction by Role Group

- Rocketship **met our goal of 80% agreement overall in team culture (82%)**, especially school leaders.
- Notable decrease in agreement in multiple DEI categories – DEI Strategy (-7%) and areas related to Cultural Awareness (-7%), especially for NeST and school staff.

Survey Type	Organizational Culture 2023-24		Team Culture 2023-24	
	% Agree	YoY Change in % Agree	% Agree	YoY Change in % Agree
NEST	82%	-7%	84%	-6%
School Leaders	80%	3%	89%	0%
School Staff	76%	1%	80%	-1%
Grand Total	78%	0%	82%	-2%

Survey Type	DEI Strategy and Progress 2023-24		Experiencing Diversity, Equity, and Inclusion 2023-24		Cultural Awareness - Adult Focus 2023-24		Cultural Awareness - Student Focus 2023-24	
	% Agree	YoY Change in % Agree	% Agree	YoY Change in % Agree	% Agree	YoY Change in % Agree	% Agree	YoY Change in % Agree
NEST	73%	-11%	76%	-6%	76%	-9%		
School Leaders	67%	-12%	81%	1%	88%	5%	90%	2%
School Staff	74%	-6%	74%	-1%	71%	-8%	78%	-8%
Grand Total	73%	-7%	75%	-1%	73%	-7%	79%	-7%

# Open Field Comment Summary

- Salary, Benefits and Sustainability continued to be the most common themes in the open field comments

Tag	All Staff	School Staff	School Leaders	NeST
Salary	15%	15%	17%	15%
Benefits	14%	10%	15%	23%
Sustainability	12%	12%	14%	11%
Positive Culture	11%	14%	10%	5%
Leadership	11%	10%	19%	9%
School Culture	11%	15%	9%	1%
DEI	8%	5%	9%	14%
Professional Development	7%	6%	8%	9%
Communication	6%	6%	2%	9%
Advancement	6%	5%	9%	7%
Feeling Heard/Valued	6%	6%	5%	6%
Culture	5%	3%	5%	13%
Collaboration	5%	4%	4%	10%
School Model	5%	6%	6%	1%
Support	5%	7%	2%	0%
Student Concerns	4%	5%	3%	0%
Operations	4%	4%	7%	0%
General	3%	3%	1%	4%
Organization	3%	3%	7%	0%
Training	3%	1%	7%	5%
Resources	2%	2%	2%	2%





# Example Open Field Comments - DEI & Sustainability

## ***Diversity, Equity, and Inclusion***

- *“I think we need more training around DEI to ensure staff members of all identity feel safe and connected.”*
- *“More sessions and stamping micro aggressions from the start of the year when building team culture.”*
- *“While there are many things I appreciate about Rocketship and the leadership of my particular team, the organization as a whole does require growth in DEI practices in adult culture and growth in teaching students how DEI brings value to their environment.”*
- *“There needs to be better DEI practices for sites that have predominance in a particular subgroup of STAFF. As a fairly minuscule representation of black women in the Bay Area region of this work, on many occasions I have felt overlooked, disregarded, and have fallen victim to micro aggressive comments, actions, and conversations.”*

## ***Sustainability***

- *“The work/life balance is something I have been able to manage/adapt myself to. But, it is hard for me to recommend someone to apply and have them be overwhelmed with the amount that is expected and not properly presented to them at the time of hiring.”*
- *“I would recommend Rocketship to younger teachers who just finished schooling. However, for teachers who have a family, I wouldn't recommend Rocketship due to the huge workload. It would be difficult to juggle working 10+ hours as teacher and taking care of family.”*
- *“The stress level and the time that is required to be done outside of work hours is what is holding Rocketship back from being a great place to work.”*

## 22-23 Big Three: Based on our review of survey feedback, we recommend we focus on three areas

### Sustainability

- “I have the flexibility needed to balance my work and personal needs.”
- “My work schedule allows me to achieve a healthy work/life mix.”
- Open field comments: top area (bell schedule, structure of the school day)

### Belonging

*Focus on microbehaviors*

- I have been on the **receiving end** of bias and/or microaggressions
- I have **personally witnessed**...
- I have **interrupted**...
- If I feel excluded, Rocketship has systems in place to address the **exclusion and ensure** it is not repeated.

### Communication Structures

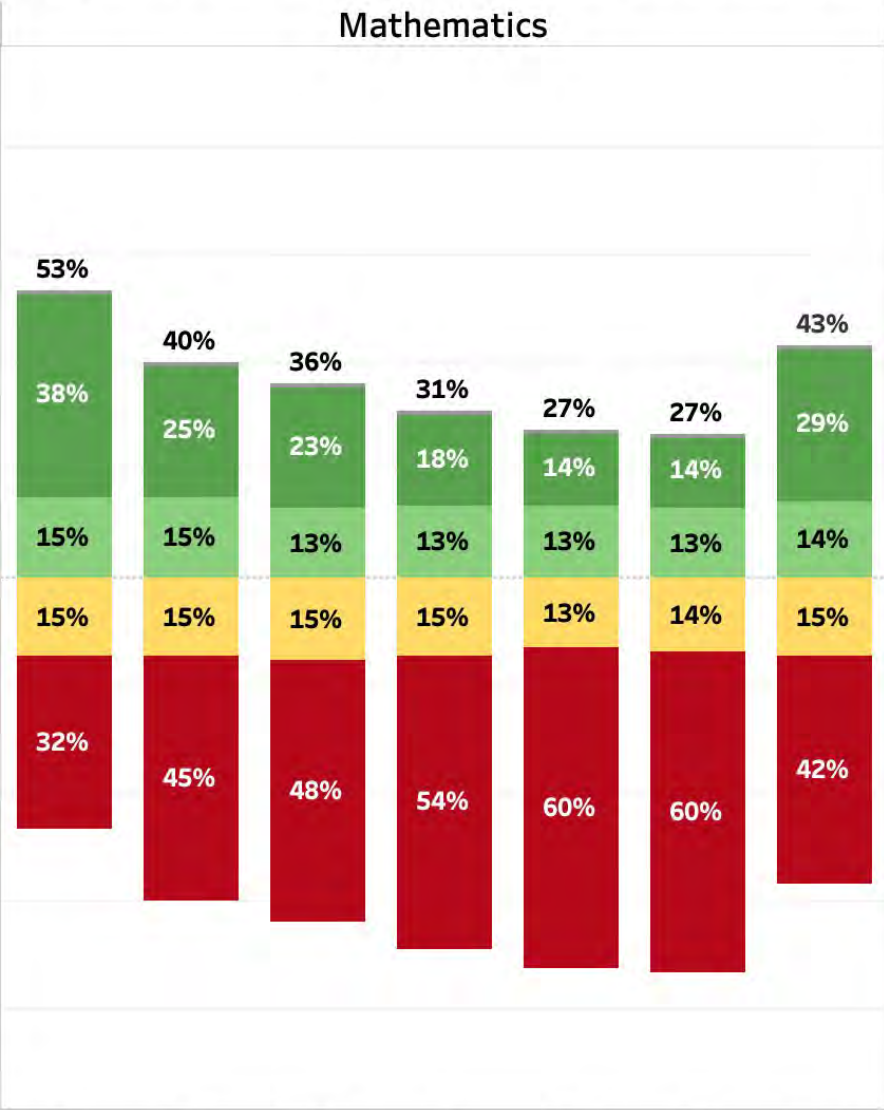
- Network communication structures and practices provide me with timely and relevant information.
- School/NeST leadership and staff communicate effectively with each other.

# 23-24 Mid-Year NWEA Appendix

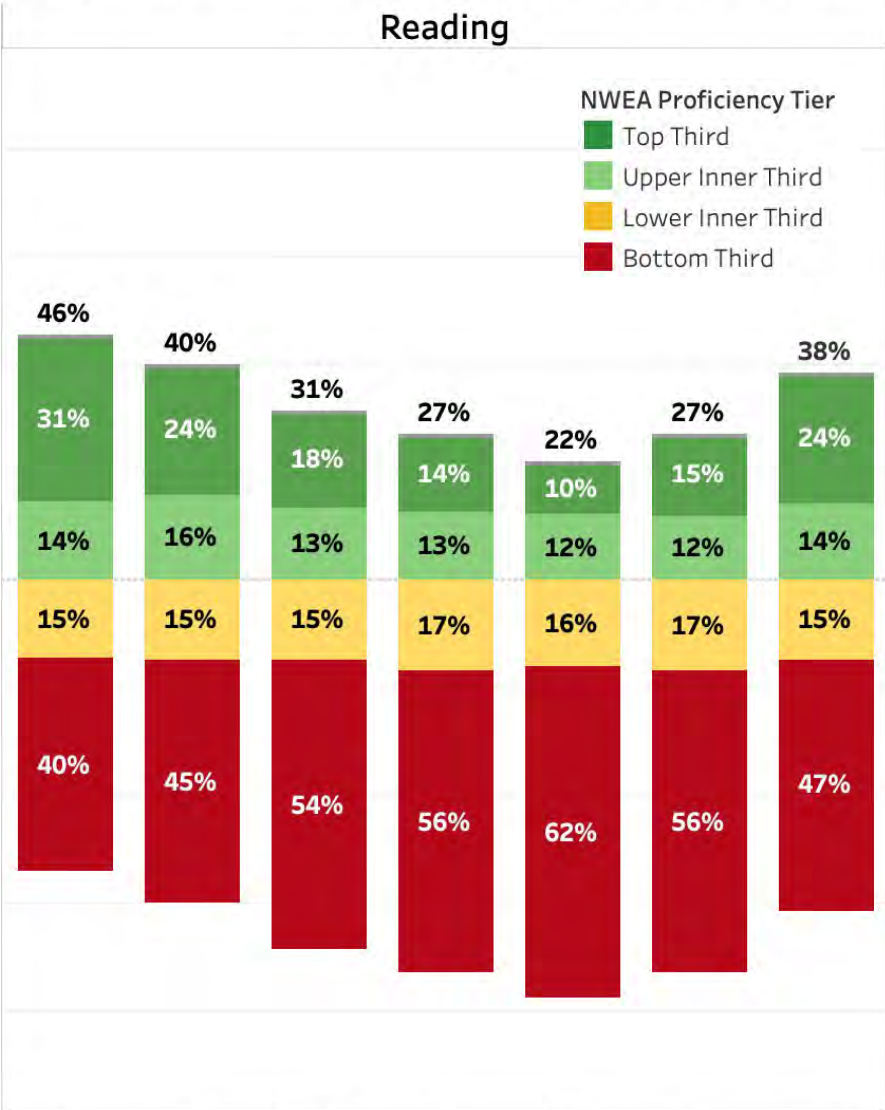


# Regional Absolute Distribution

2023-24 Winter NWEA MAP Proficiency Distributions



2023-24 Winter NWEA MAP Proficiency Distributions



# MKE, SJ and NSH Math achieving higher growth for bottom tier students

Avg Growth Years by Starting Tier

	Mathematics						Grand Total
	SJ	EBP	DC	MKE	NSH	TX	
Bottom Third	1.27	1.02	0.90	1.25	1.23	1.06	1.15
Lower Inner Third	1.12	0.88	0.89	1.04	1.05	1.03	1.04
Upper Inner Third	1.17	1.02	0.90	0.98	1.00	0.79	1.07
Top Third	1.06	0.88	0.81	1.08	0.95	1.08	1.01
Grand Total	1.15	0.96	0.89	1.16	1.11	1.02	1.08

- Upper and top third quartiles growing the least across regions; investing in consistent small group instruction (both remediation and acceleration) for all students
- DC requires further planning and realignment towards core model



# NSH reading achieving strong growth across tiers; Upper tiers require more consistent differentiated guided reading instruction

Avg Growth Years by Starting Tier

	Reading						Grand Total
	SJ	EBP	DC	MKE	NSH	TX	
Bottom Third	1.10	0.81	0.79	1.16	1.28	0.97	1.04
Lower Inner Third	1.10	0.87	0.87	1.04	1.27	0.78	1.05
Upper Inner Third	1.13	0.83	0.85	0.79	1.21	0.96	1.04
Top Third	0.96	0.67	0.65	0.93	1.15	0.88	0.92
Grand Total	1.06	0.79	0.79	1.08	1.24	0.92	1.01

- Similar to math, reading instruction in upper inner and top third the lowest; overcorrected w/ mClass intervention (only provided to students in lower and bottom third)
- Reinstated guided reading instruction for all students (min 2-3x/ week) in 2nd semester
- NSH launched SGR instruction at the onset of the year; embedding into spring planning
- DC requires more planning and realignment towards core model

Kinder, 1st and 5th grade achieved the highest growth rate in Math for bottom tier

Avg Growth Years by Starting Tier

	Mathematics						Grand Total
	K	1st	2nd	3rd	4th	5th	
Bottom Third	1.28	1.23	1.04	1.08	1.14	1.20	1.15
Lower Inner Third	1.19	1.08	0.91	1.02	1.00	0.99	1.04
Upper Inner Third	1.11	1.08	0.89	1.19	1.01	1.12	1.07
Top Third	1.13	1.03	0.84	1.01	1.06	0.99	1.01
Grand Total	1.19	1.11	0.94	1.07	1.08	1.12	1.08

- Using Equip as math intervention tool
- Adjusting SSM and deepening interventions on select campuses for select grade levels

# <1 year of growth for G2-G3 for bottom tier and entire grades

Avg Growth Years by Starting Tier

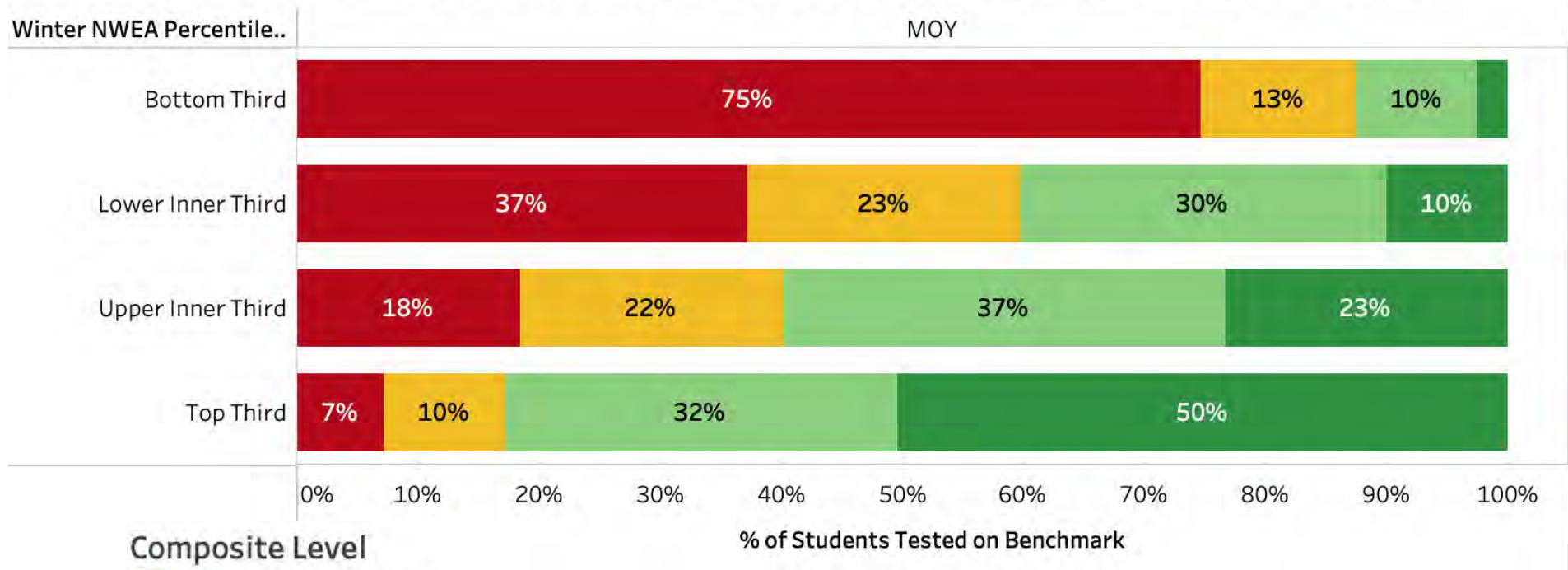
	Reading						Grand Total
	K	1st	2nd	3rd	4th	5th	
Bottom Third	1.22	1.02	0.87	0.96	1.14	1.25	1.04
Lower Inner Third	1.01	0.79	1.11	1.12	1.14	1.27	1.05
Upper Inner Third	1.11	0.84	1.05	1.07	1.06	1.09	1.04
Top Third	1.17	0.86	0.90	0.92	0.80	0.89	0.92
Grand Total	1.13	0.91	0.92	0.99	1.04	1.15	1.01

- Largest percentile of students below the 25th percentile in 2nd and 3rd grade; require daily reading intervention and phonics remediation (not accounted for in the curriculum)
- Differentiating phonics instruction in G1
- Reinstating guided reading in 2nd semester for *all* students



# NWEA and DIBELS are largely aligned: Majority of Bottom Third NWEA students Well Below On DIBELS BM and Top Third NWEA students largely At/Above DIBELS BM

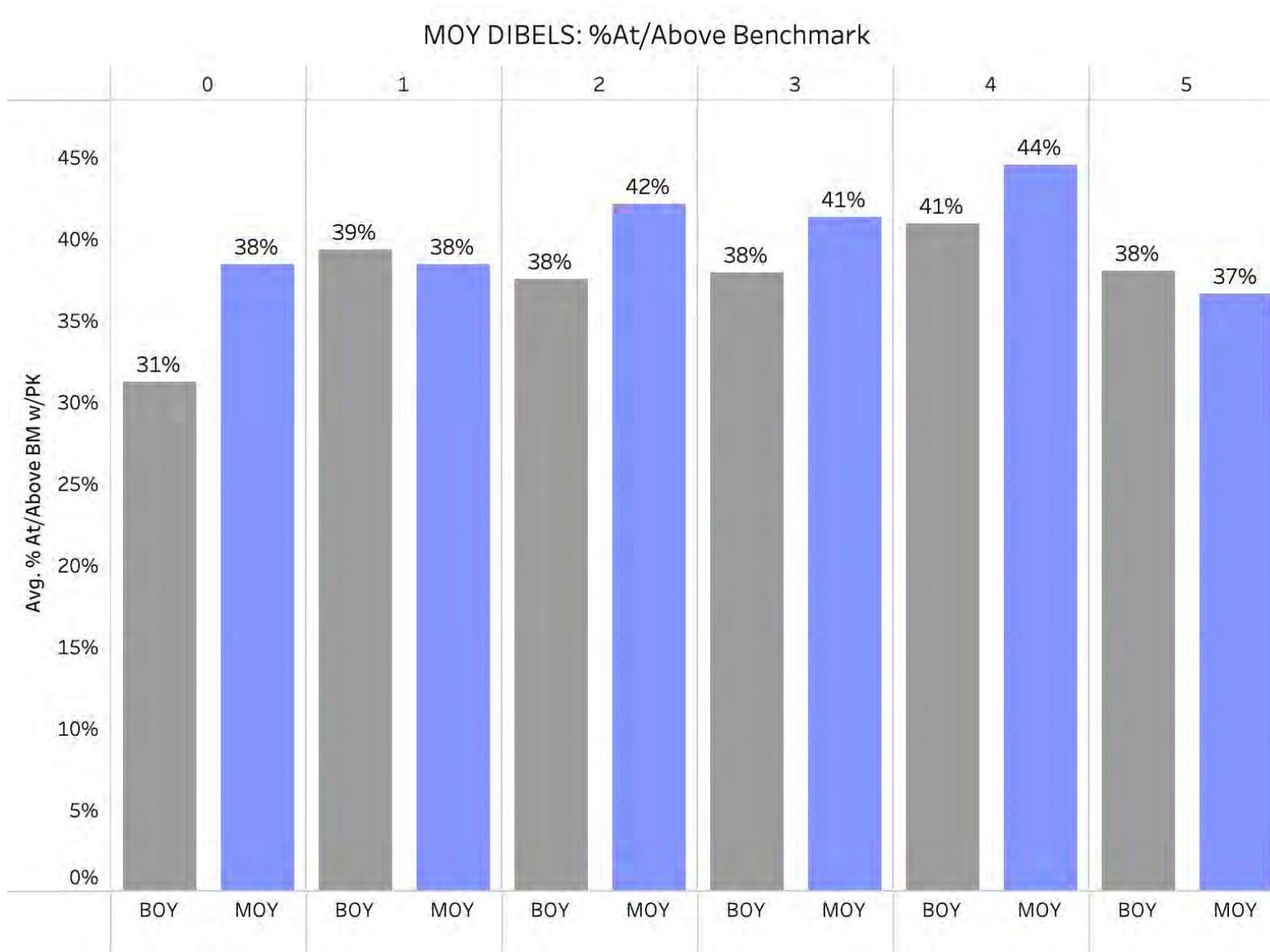
MOY MClass Composite Proficiency Distribution by NWEA Winter Reading Proficiency Tier



## Composite Level

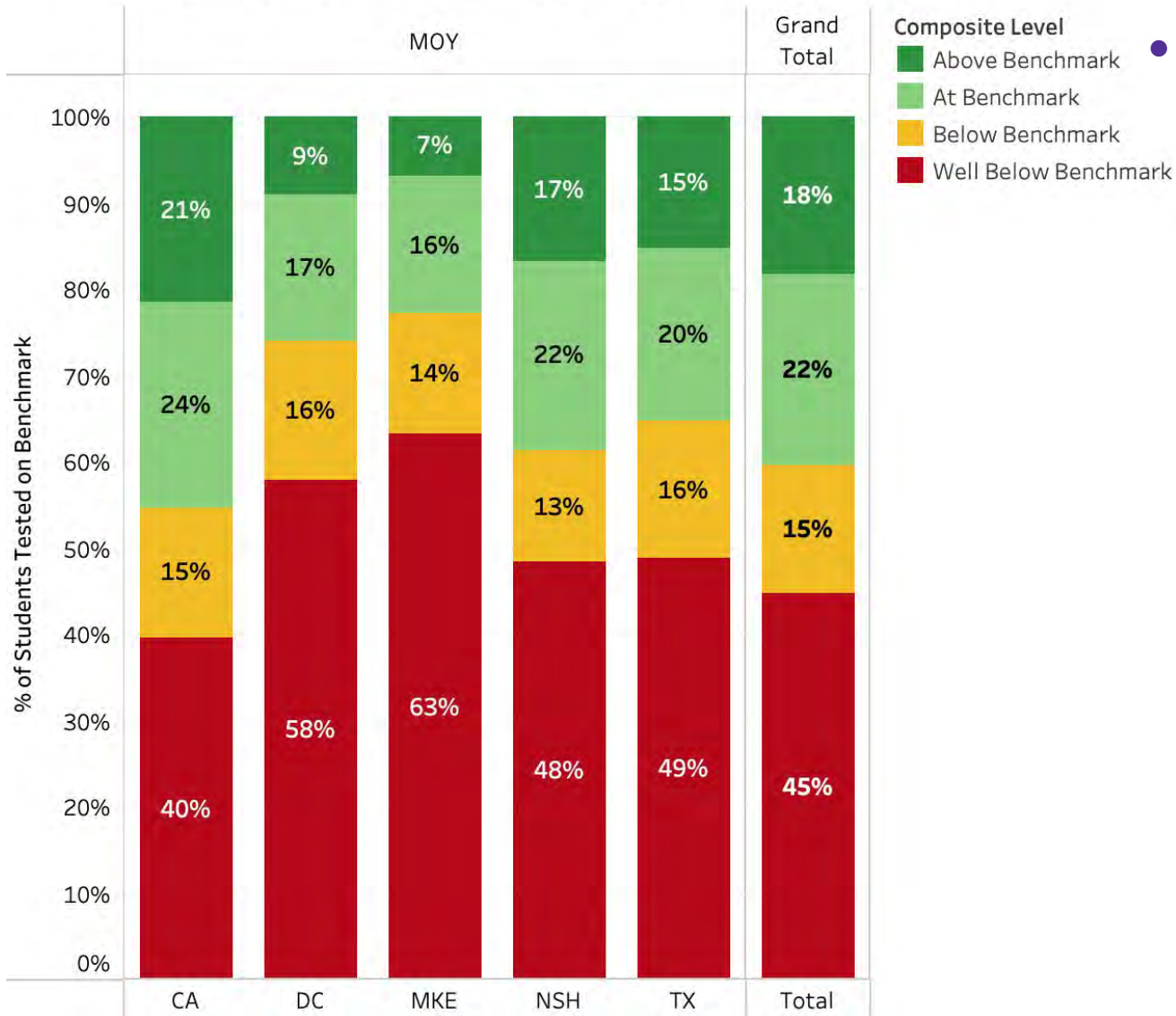
- Above Benchmark
- At Benchmark
- Below Benchmark
- Well Below Benchmark

# % At/Above BM increased from 37% to 40% from BOY to MOY DIBELS



# MOY DIBELS proficiency distribution by grade

MOY MClass Composite Proficiency Distribution [K-5]



Composite Level

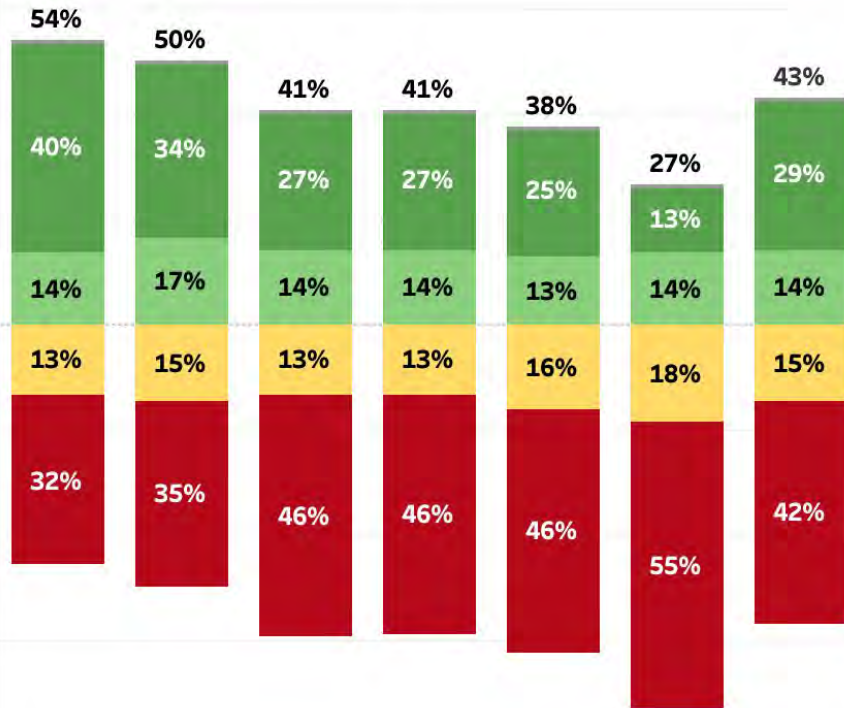
- Above Benchmark
- At Benchmark
- Below Benchmark
- Well Below Benchmark

mClass progress monitoring is the reading remediation tool to gauge progress towards MOY and EOY DIBELS growth; limited data visibility has made coaching and instructional planning challenging

# Grade Level Absolute Distributions

2023-24 Winter NWEA MAP Proficiency Distributions

## Mathematics

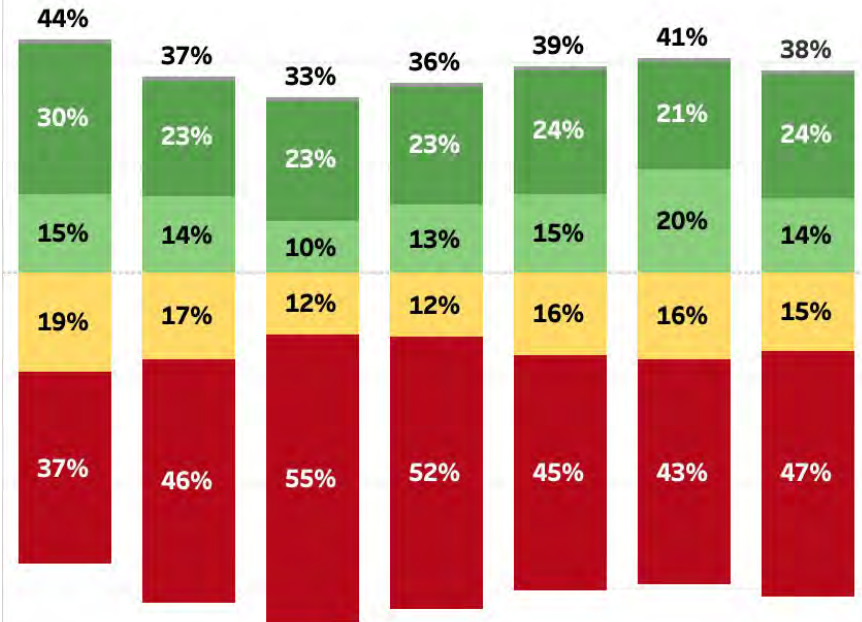


2023-24 Winter NWEA MAP Proficiency Distributions

## Reading

NWEA Proficiency Tier

- Top Third
- Upper Inner Third
- Lower Inner Third
- Bottom Third



K 1st 2nd 3rd 4th 5th Total

K 1st 2nd 3rd 4th 5th Total



## NWEA BOTTOM DECILE

DC, MKE and TX all have grades where >40% of students are within the bottom decile in Math

### NWEA MAP % Bottom Decile

		2023-2024						Grand Total
		Winter						
		K	1st	2nd	3rd	4th	5th	
Mathematics	SJ	7%	9%	13%	16%	18%	20%	13%
	EB&P	9%	18%	29%	26%	27%	24%	22%
	DC	9%	22%	32%	43%	46%	36%	30%
	MKE	9%	33%	27%	37%	46%	46%	32%
	NSH	15%	17%	24%	27%	23%	26%	21%
	TX	10%	13%	32%	47%	39%		27%
Grand Total		9%	14%	21%	25%	25%	26%	19%

- Kinder in desired range
- Start to see differences in G1
- Pronounced gaps in G3, G4, G5 where differentiation alone will not support remediation; adjusting SSM and prioritizing foundational understanding units

## NWEA BOTTOM DECILE

EB&P, DC, MKE and TX all have grades where >40% of students are within the bottom decile in Reading

### NWEA MAP % Bottom Decile

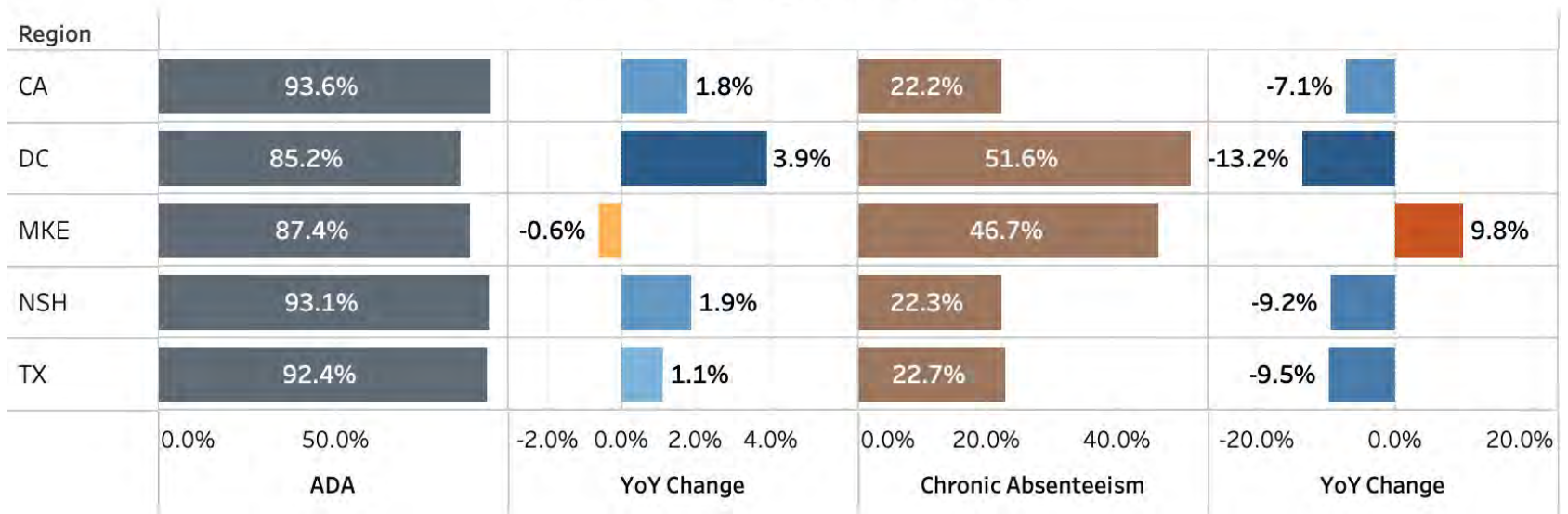
		2023-2024						Grand Total
		Winter						
		K	1st	2nd	3rd	4th	5th	
Reading	SJ	7%	17%	26%	23%	19%	18%	18%
	EB&P	12%	28%	49%	35%	23%	20%	28%
	DC	8%	31%	42%	49%	37%	27%	32%
	MKE	11%	35%	42%	36%	33%	32%	32%
	NSH	13%	17%	28%	27%	17%	16%	20%
	TX	6%	22%	42%	46%	36%		28%
Grand Total		9%	21%	33%	30%	22%	20%	23%

- Some regions with large share of students in bottom decile in G2, G3
- Prioritizing differentiated phonics instruction with applied practice during small group reading
- Core model enables dosage of small group reading instruction; working in partnership with regions to build out future schedules that enable this model



# While still not at pre-pandemic levels, attendance metrics have improved from last fall in most regions KEEP

August-November Attendance Metrics  
2023-24 and Change from Prior Year



- Chronic absentee rates are still close to double pre-pandemic levels





# ADA Distributions

## ADA Distribution at End of November 2023 % of Students in Each Attendance Category

Region	Avg. ADA 95%+	Avg. ADA 90-94.9%	Avg. ADA 85-89.5%	Avg. ADA 80-84.9%	Avg. ADA 70-79.9%	Avg. ADA <70%
CA	55.3%	22.3%	13.3%	4.1%	3.5%	1.6%
DC	26.2%	19.0%	15.5%	13.1%	13.6%	12.5%
MKE	30.0%	24.2%	15.7%	9.9%	10.9%	9.3%
NSH	49.0%	28.8%	10.0%	5.3%	4.7%	2.2%
TX	47.0%	22.1%	10.4%	5.5%	5.0%	10.1%
<b>Grand Total</b>	<b>48.2%</b>	<b>22.8%</b>	<b>13.1%</b>	<b>6.0%</b>	<b>5.6%</b>	<b>4.3%</b>

*Students with <70% ADA at end of November have already met threshold to be chronically absent for entire year*





## EL Subgroup: EL students achieved similar growth rates as EO/IFEP peers in most regions

Avg Growth Years by EL Status

		EL	EO/IFEP	N/A	RFEP	Grand To..
Mathematics	DC	0.85	0.90	0.66		0.89
	EBP	0.96	0.95		1.10	0.96
	MKE	1.40	1.00		1.31	1.16
	NSH	1.06	1.16	1.11	0.93	1.11
	SJ	1.15	1.14		1.21	1.15
	TX		1.02			1.02
	Total	1.11	1.05	1.00	1.17	1.08
Reading	DC	0.75	0.77	1.02		0.79
	EBP	0.80	0.78		0.81	0.79
	MKE	1.28	0.92		1.97	1.08
	NSH	1.13	1.34	1.16	1.61	1.24
	SJ	1.03	1.11		1.09	1.06
	TX		0.92			0.92
	Total	1.02	1.00	1.12	1.08	1.01
Total	1.06	1.02	1.06	1.13	1.05	

### MKE

- EL subgroup has higher growth rates than non-EL peers
- Partly due to difference in growth between RSCP and RTP
- RSCP: ELs slightly higher growth than non-EL peers

# ISE: Mild-to-Moderate ISE student growth is lower than non-ISE peers, especially in Reading

## Avg Growth Years by ISE Type

		mild to moderate	speech only	Non-ISE	Grand Total
Mathematics	DC	0.80	0.65	0.91	0.89
	EBP	0.92	0.76	0.97	0.96
	MKE	0.83	1.36	1.22	1.17
	NSH	1.16	0.96	1.11	1.11
	SJ	1.18	1.06	1.15	1.15
	TX	0.76	0.96	1.05	1.03
	Total	1.03	0.98	1.09	1.08
Reading	DC	0.59	0.60	0.82	0.79
	EBP	0.68	0.72	0.80	0.79
	MKE	0.62	1.16	1.16	1.08
	NSH	1.06	0.83	1.26	1.24
	SJ	0.90	0.87	1.08	1.06
	TX	0.68	0.58	0.94	0.91
	Total	0.81	0.83	1.03	1.01
Total	0.92	0.90	1.06	1.05	

### Math

- Similar ISE and non-ISE growth rates in CA and NSH
- DC, MKE, and TX non-ISE  $\geq 0.1$  growth years higher

### Reading

- ISE trails non-ISE growth in all regions by 0.1-0.5 years
- ISE average growth <1 year in all regions but NSH



# Subgroup: Race/Ethnicity

## Avg Growth Years by Race/Ethnicity

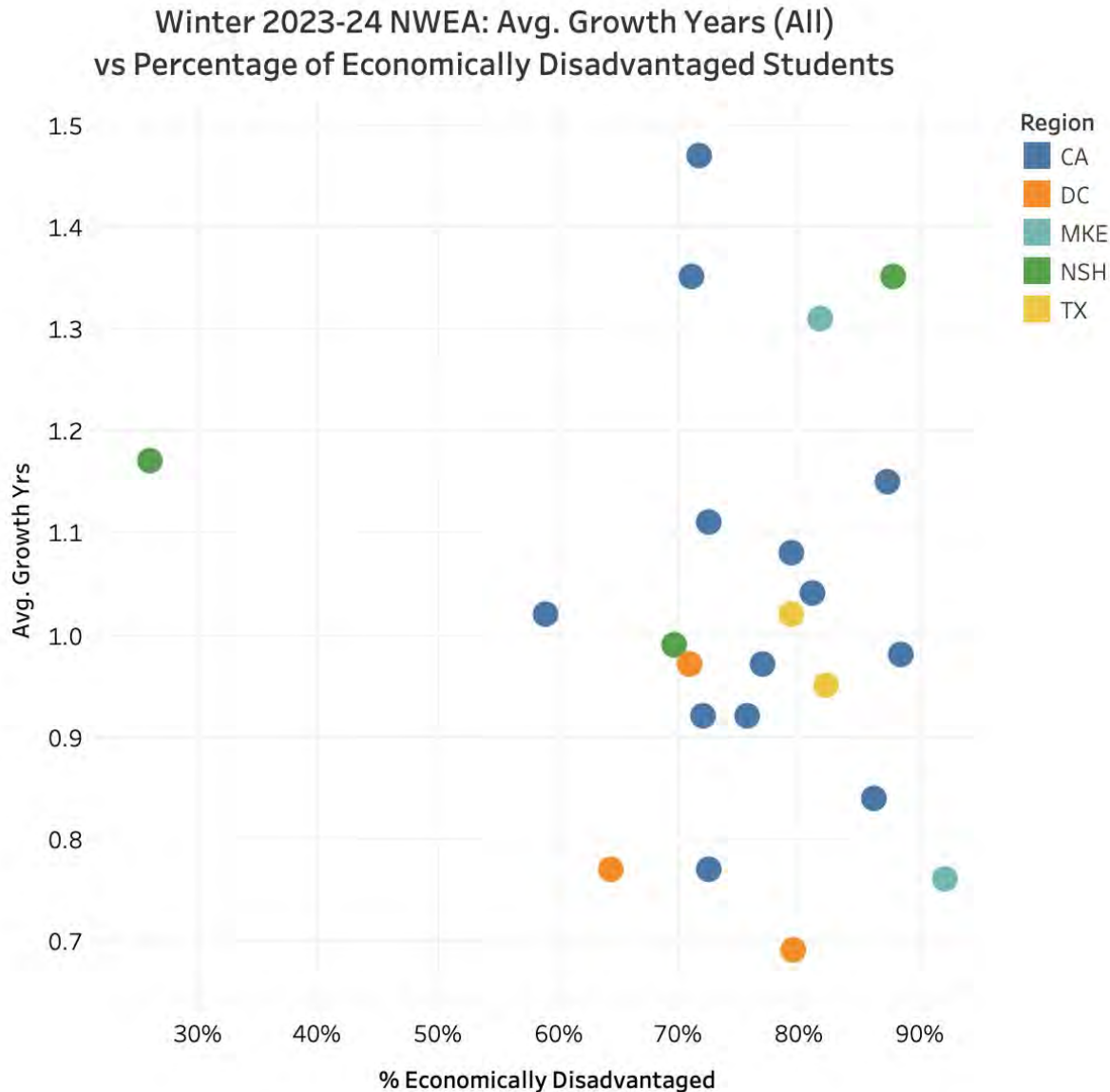
	Mathematics						Grand Total
	SJ	EBP	DC	MKE	NSH	TX	
Asian	1.32	0.93					1.29
Black	1.05	0.96	0.88	0.94	1.13	1.01	0.99
Hispanic	1.11	0.95		1.35	1.03		1.08
Other/Multiple					1.24		1.24
White	1.32	1.30	1.07		1.28	1.05	1.22
Grand Total	1.15	0.96	0.89	1.17	1.11	1.02	1.09

## Avg Growth Years by Race/Ethnicity

	Reading						Grand Total
	SJ	EBP	DC	MKE	NSH	TX	
Asian	1.19	0.92					1.18
Black	1.09	0.77	0.78	0.87	1.30	0.95	0.98
Hispanic	1.02	0.77		1.24	1.16		1.00
Other/Multiple					1.46		1.46
White	1.29	1.11	0.89		1.13	0.82	1.07
Grand Total	1.07	0.79	0.79	1.08	1.24	0.92	1.01



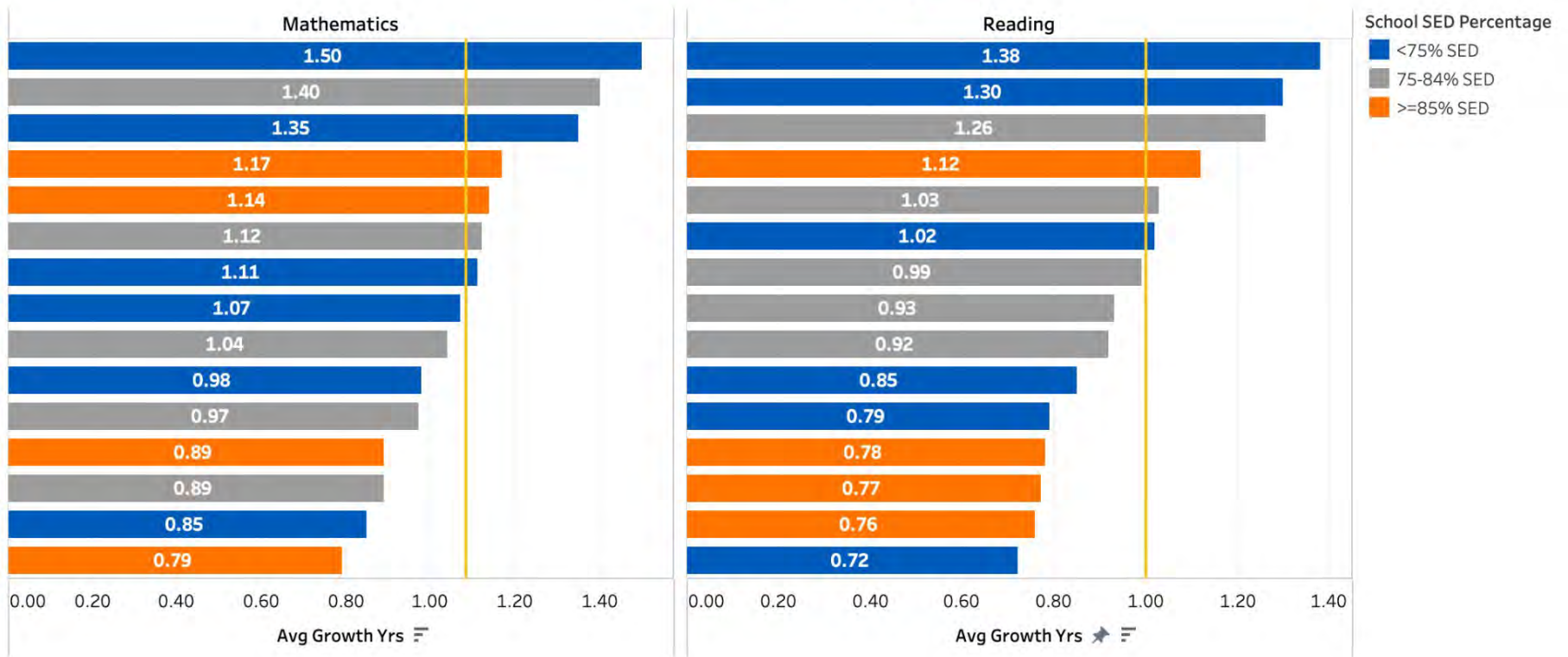
# % Met Tiered Growth (all students) vs. % Economically Disadvantaged



- No clear relationship between % of economically disadvantaged students served and growth rates within the network

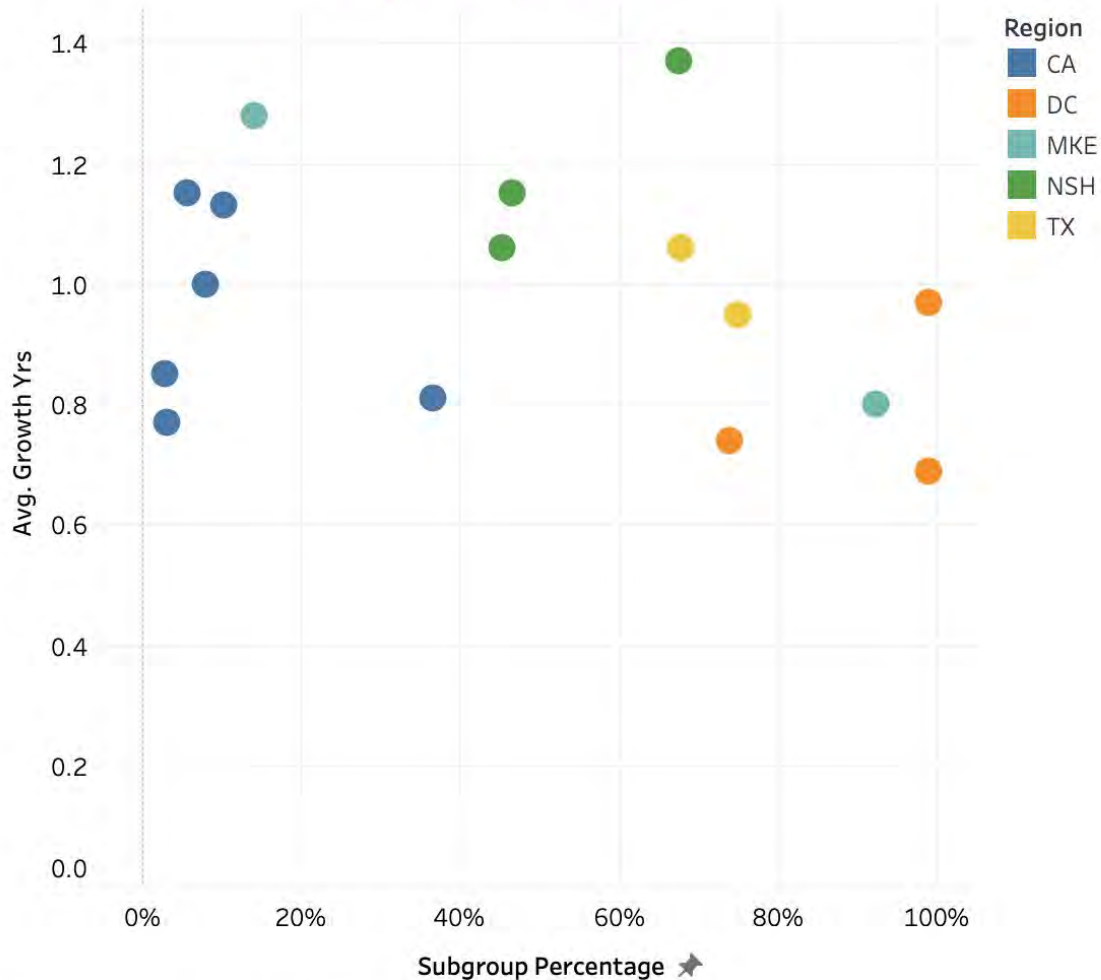
# Avg Growth for Economically Disadvantaged Subgroup

Winter 2023-24 NWEA MAP Growth Metrics  
Economically Disadvantaged



# Avg Growth Years for Black/African-American subgroup and % of student population

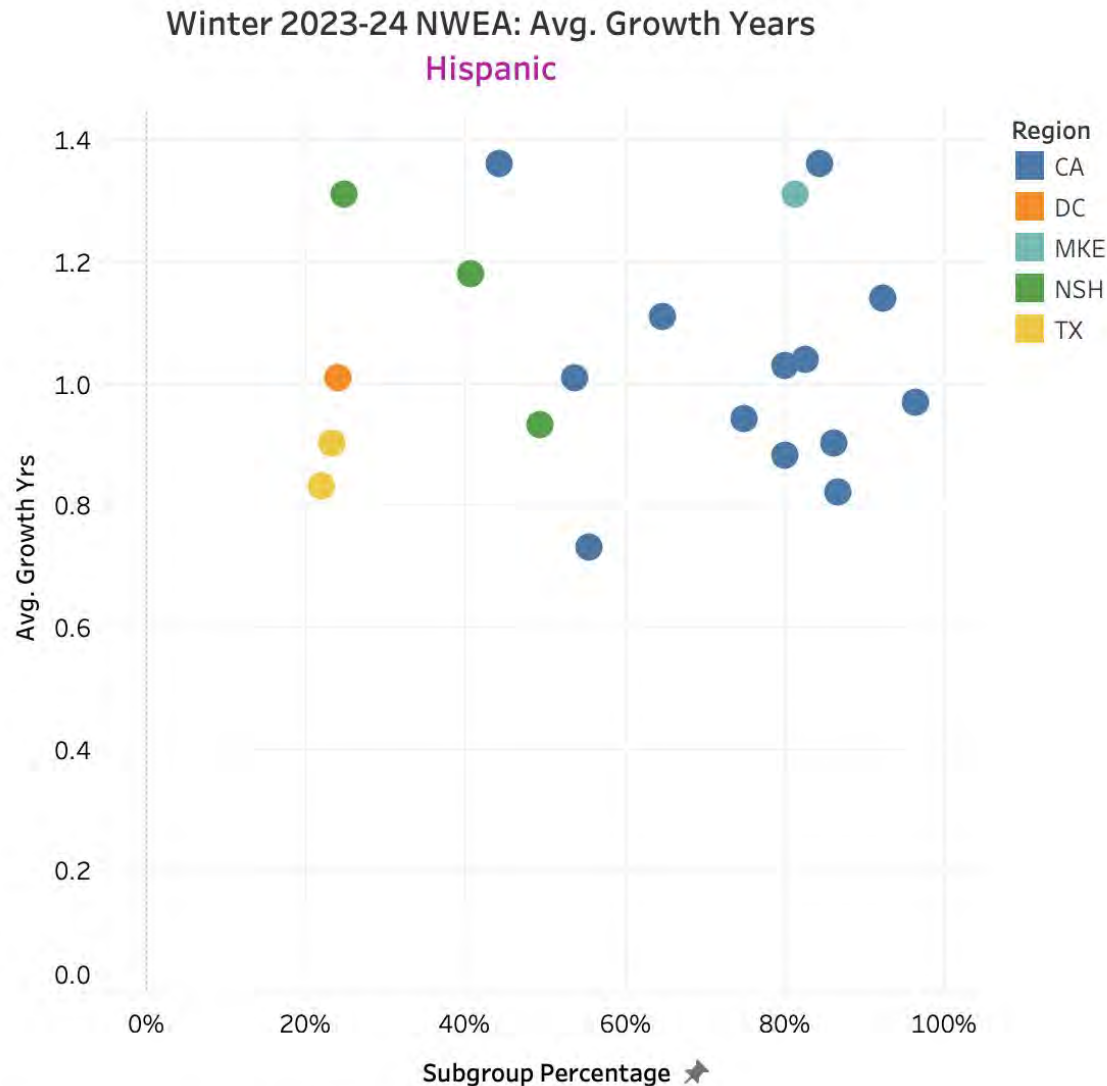
Winter 2023-24 NWEA: Avg. Growth Years  
Black/African-American



Schools with high subgroup percentage and high avg growth years prioritizing small group instruction from the beginning of the year; opportunity to launch this across regions

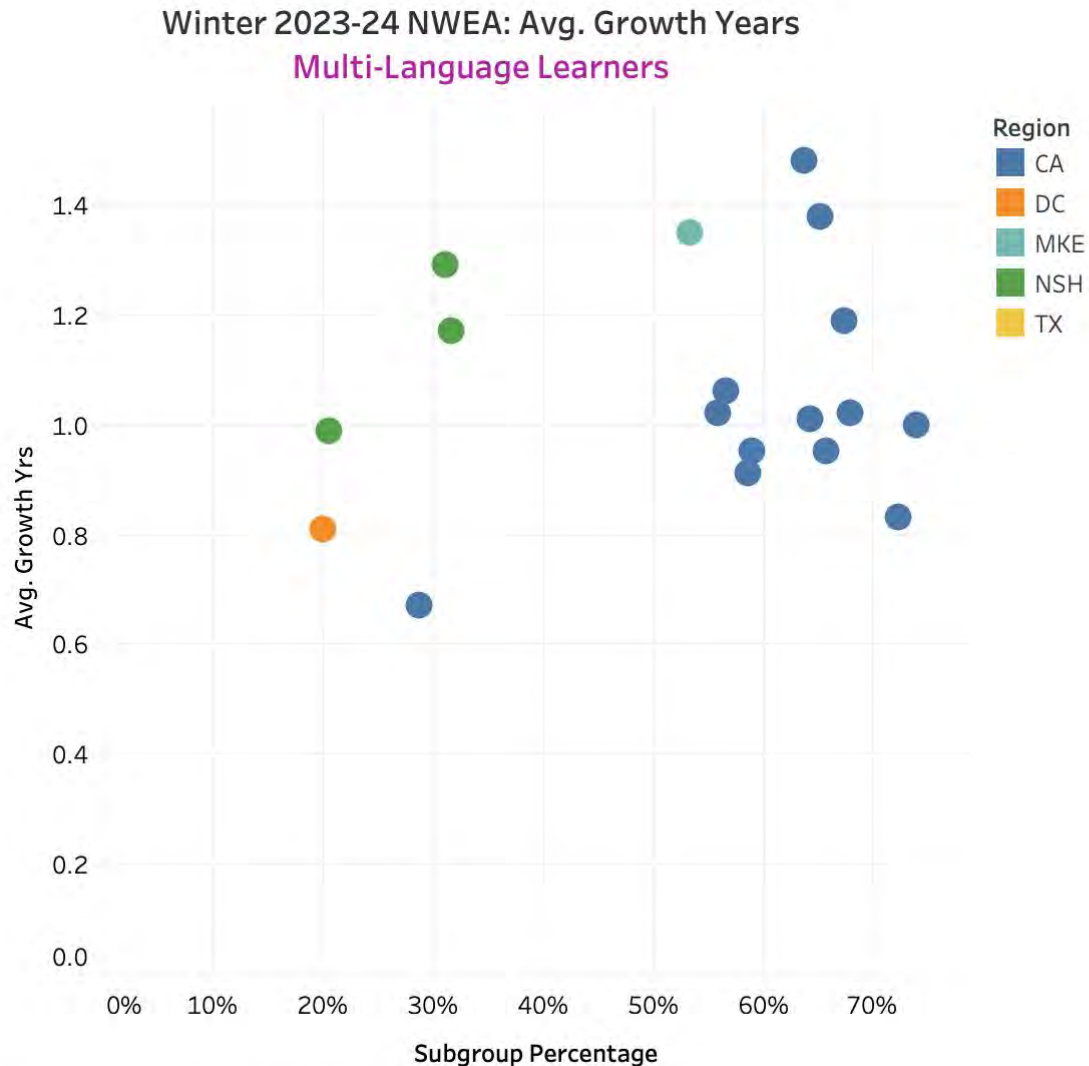
School results not reported if <10 students tested

# Avg Growth Years for Hispanic subgroup and % of student population



- Hispanic student subgroup performance stronger than Black/ African American student performance, but still lower than White and Asian student performance
- Small group reading instruction a key driver towards enabling stronger growth

# Avg Growth Years for MLL subgroup (current and reclassified) and % of student population



- ML students generally outperforming EO students only and exponential growth seen when ML student moves past certain language proficiency level
- Integrated and designated supports, especially around guided reading, further enable this